

GENERAL SALES INFORMATION

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1. DEFINITIONS

In this General Sales Information unless inconsistent with the context or the subject matter or unless a contrary intention is specified:

Auction means the auction of the Land on the auction date;

Auction Registration Form means the form entitled "Auction Registration Form" to be completed in accordance with paragraph 4 below;

Authority means the Planning and Land Authority;

Background Documentation means the documents in relation to the Auction labelled "Background Documents" located on the Suburban Land Agency website;

Bidder means a person nominated as a bidder on the Auction Registration Form;

Block means a block located on the Land;

Block List means the list of Blocks to be offered for sale at the Auction as set out at Schedule A of this General Sales Information;

Buyer means the buyer specified in the schedule of a Contract for Sale;

Contract for Sale means the contract for the purchase of a first grant Lease for each of the Blocks comprising the Land, substantially in the form of the specimen contract for sale forming part of the Sales Documentation;

Date for Completion means the date specified in the schedule of the Contract for Sale;

Housing Development Guide means the document of that name which is annexed to the Contract for Sale;

General Sales Information means this general sales information and any annexure, schedule, additional clauses and attachments forming part of this general sales information;

Land means the Blocks set out in paragraph 8;

Land Auction Collection Notice has the same meaning as in the Contract for Sale;

Land Auction Privacy Policy has the same meaning as in the Contract for Sale;

Lease means a Crown lease substantially in the form of the specimen lease at Annexure B of the Contract for Sale;

Registrant means the person, people or company listed as such on each of the Auction Registration Form;

Sales Agent means the person(s) specified in paragraph 3.2 of this General Sales Information;

Sales Documentation means the documentation provided by the Suburban Land Agency in relation to the Land and includes:

- (i) the draft Contract for Sale;
- (ii) the specimen lease at Annexure B of the Contract for Sale;
- (iii) Housing Development Guide;
- (iv) the Auction Registration Form;
- (v) the Land Auction Collection Notice;
- (vi) the Land Auction Privacy Policy;
- (vii) any addenda, supplementary information or questions and answers issued in relation to the Sales Documentation;

Territory means:

- (i) when used in a geographical sense the Australian Capital Territory; and
- (ii) when used in any other sense the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth);

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

Working Day means a day which is not a Saturday, Sunday or public holiday in Canberra, ACT.

PART A – AUCTION INFORMATION**2. AUCTION DETAILS**

2.1 The Auction for the Land will be on the following time, date and location:

Auction Date: **Wednesday 21 November 2018 and Thursday 22 November 2018**

Auction Time: **Check in opens at 8:00am**

Auction sessions commence at 9:00am, 11:00am and 2:00pm

Auction Location: Fitzroy Pavillion – Exhibition Park in Canberra
Flemington Road
Mitchell ACT 2602

2.2 The Land will be offered by separate auction for each of the Blocks as set out in paragraph 8.1 and separate Leases will be offered for each Block. Individual Leases will be granted for each Block at settlement.

3. COMMUNICATION

3.1 All enquiries are to be provided in writing to the Sales Agent who will direct your enquiry to the Suburban Land Agency for a response.

3.2 The Sales Agent is:

Independent Property Group

Level 1, 91 Northbourne Avenue
Turner ACT 2612

Cassandra Cumberland
Mobile: 0412 815 463
Email: CCu@independent.com.au

Wayne Harriden
Mobile: 0475 075 375
Email: WH@independent.com.au

3.3 The preferred method of contact is via email.

3.4 The information provided in the questions and answers will be provided by Territory agencies with the required expertise. The Suburban Land Agency makes no warranty or representation as to the accuracy or completeness of the information provided by other agencies.

3.5 If the Suburban Land Agency is not in a position to provide a response to a question from a prospective buyer within ten (10) Working Days of the question being submitted in accordance with this clause, Suburban Land Agency will refer that prospective buyer to the Sales Documentation and the Background Documentation.

3.6 All questions must be received by the Sales Agent before **5pm on Tuesday 6 November 2018**. Questions received after this time may not be responded to.

3.7 The Suburban Land Agency may clarify or amend the Sales Documents at any time prior to the Auction.

- 3.8 The Sales Agent will circulate all questions and answers, addenda or supplementary information by email to persons registered with the Sales Agent without identifying the source of the enquiry.

4. REGISTRATION AND BIDDING AT THE AUCTION

4.1 Registrants must comply with the following conditions to register for the Auction:

1. complete and lodge with the Sales Agent an Auction Registration Form prior to the Auction;
2. if the Registrant is a company:
 - (i) the company must be registered with the Australian Securities and Investment Commission prior to applying for registration for the Auction; and
 - (ii) the Auction Registration Form must be executed in accordance with the company's constitution and the *Corporations Act 2001* (Cth);
3. identify the Bidder who must produce at the time of registration photographic identification in the form of:
 - (i) a valid Australian Driver's Licence; or
 - (ii) a passport together with a card or document that shows the Bidder's address;
4. provide evidence of Suburban Land Agency's prior approval (in writing) in respect of any power of attorney or letter appointing an agent, where the Registrant is not going to be present at Auction to register, bid and execute a Contract for Sale; and
5. obtain a bidder's number at check in

4.2 The Suburban Land Agency reserves the right to refuse any Auction Registration Form in its sole and absolute discretion.

4.3 Each Registrant will only be entitled to one registration and bidder's number.

4.4 Registrants warrant that they have made their own enquiries regarding the Land, its value, its suitability for development and all planning approvals.

5. AUCTION CONDITIONS

5.1 The following standard auction conditions apply to this Auction:

1. no bids may be made by or on behalf of the Suburban Land Agency on the Land;
2. each person bidding must be entered on the bidder's record;
3. the auctioneer may refuse any bid;
4. the auctioneer may decide the amount by which the bidding is to be advanced;
5. the auctioneer may withdraw the Land or any part of it from sale at any time;
6. the auctioneer may refer a bid to the Suburban Land Agency at any time before the end of the Auction;

7. if there is a dispute about a bid, the auctioneer may resubmit the relevant Land for sale at the last undisputed bid or start the bidding again;
8. if there is a dispute about a bid, the auctioneer is the sole arbiter and the auctioneer's decision is final;
9. the sale is subject to a reserve price unless the auctioneer announces otherwise;
10. the highest recorded Bidder will be the Buyer subject to the reserve price;
11. if any part of the Land is passed in below the reserve price, the Suburban Land Agency must first negotiate with the highest Bidder on that part of the Land for the purchase of the Land; and
12. the Buyers must sign the Contracts for Sale and pay the first instalment of the deposits immediately after the fall of the hammer.

5.2 The right to the grant of the Lease for each Block will be offered on the Auction Date subject to an undisclosed reserve price.

6. EXCHANGE OF CONTRACTS

6.1 As soon as the successful bid is accepted by the auctioneer at the Auction the Buyers will be required to immediately:

1. execute and exchange the Contract for Sale with the Suburban Land Agency; and
2. pay the first instalment of the deposit (being 5% of the purchase price) by personal cheque, bank cheque, credit card or EFTPOS (or 10% of the purchase price by deposit bond or bank guarantee, pre-approved by the Suburban Land Agency).

6.2 If the Buyer is a company, the Contract for Sale must be executed in accordance with the company's constitution and the *Corporations Act 2001* (Cth).

6.3 The details on the successful Bidder's Auction Registration Form will be inserted in the schedule of the Contract for Sale as the Buyer. The Registrant may not be permitted to nominate an alternative entity or person for insertion on the Contract for Sale or add any additional entities or persons.

7. FAILURE TO REACH RESERVE PRICE

7.1 If bidding fails to reach the reserve price, the highest Bidder must notify the Suburban Land Agency following the conclusion of the Auction as to whether it intends to either negotiate or not to negotiate with the Suburban Land Agency on the sale of that part of the Land.

7.2 The period for negotiation will end at 5:00pm on the day that the relevant Block was submitted for Auction.

7.3 If the highest Bidder:

1. fails to notify the Suburban Land Agency of its intention to negotiate by the end of the period for negotiation;
2. notifies the Suburban Land Agency that it does not wish to negotiate with the Suburban Land Agency regarding the relevant part of the Land; or

3. notifies the Suburban Land Agency that it wishes to negotiate and an agreement is not reached by the time and date specified in this 7.2 of this General Sales Information,

then the further use or sale of that part of the Land will be at the Suburban Land Agency's sole and absolute discretion.

PART B – DEVELOPMENT OPPORTUNITY**8. OVERVIEW**

- 8.1 The Land offered is comprised of 175 Single Residential Blocks in the Division of Taylor as set out in the Block List. An individual Lease for each Block will be granted at settlement.

9. PROJECT DELIVERY AGREEMENT

- 9.1 Project delivery agreements are not required for the Land.

10. SALES DOCUMENTATION

- 10.1 The Sales Documentation is provided for information only.
- 10.2 The Suburban Land Agency makes no warranty as to the accuracy or completeness of this material and advises that it is subject to change. Any alterations or additional information will be issued as supplementary information.
- 10.3 Potential Buyers should make their own enquiries regarding the Land, its value, its suitability for development and all planning approvals and should not rely on any material included in the Sales Documentation.
- 10.4 Potential Buyers should review all of the Sales Documentation and seek any necessary legal, financial and planning advice prior to sale.

11. RESTRICTION ON TRANSFER

- 11.1 There are restrictions on transferring a Lease before a dwelling is constructed on a Block, in accordance with the terms of the Lease and relevant legislation.

12. SPECIMEN LEASES

- 12.1 The Leases are only specimens and are subject to change following the date of the Contracts for Sale for the Land.
- 12.2 The Suburban Land Agency confirms that the permitted uses specified in the Leases will not be amended following the date of the Contract for Sale for the relevant part of the Land.

13. PLANNING AND OTHER APPROVAL

- 13.1 The Buyers acknowledge that entering into the Contract for Sale the offer of the Leases or grant of the Leases does not imply that any relevant approvals, consents or licences regarding planning, design, siting and any other matters relating to the Buyer's proposal will be granted without conditions.

14. REGRADING, FILL AND OTHER DISABILITIES

- 14.1 It is a condition of the Contract for Sale that the Buyer will not be entitled to raise any objection, requisition or claim compensation against the Commonwealth, the Suburban Land Agency or their servants or agents in respect of the existence of regrading, fill, contamination, ground water or a soil classification on or upon the Land, whether caused by the Commonwealth, by the Suburban Land Agency or their servants or agents or by previous owners of the Land, or otherwise.

15. RELEASE OF BUYER DETAILS

- 15.1 By entering into a Contract for Sale for the Land, the Buyer consents to the Buyer's details including the Buyer's name, the block and section details and the purchase price, being made publicly available after exchange of contracts on the Suburban Land Agency's website for the purposes of Suburban Land Agency transparency.

16. SETTLEMENT OF SALE

- 16.1 Unless otherwise agreed by the Suburban Land Agency, settlement of the Contract for Sale will take place at the ACT Law Society Settlement Room on the Date for Completion specified in the Contract for Sale.
- 16.2 At settlement, the Buyer will be required to pay the balance of the purchase price (less any deposit, or part of the deposit, paid) on the Date for Completion by bank cheques as directed by the Suburban land Agency in accordance with the Contract for Sale.
- 16.3 A failure to pay the balance of the purchase price by the Date for Completion may constitute a breach of the Contract for Sale. The consequences of this are set out in the Contract for Sale.

17. STAMP DUTY

- 17.1 Duty will be payable by the Buyer on the purchase of the Lease following Completion.
- 17.2 All duty enquiries and transactions should be made to:

Customer Service Centre
ACT Revenue Office
Ground Floor South
Dame Pattie Menzies House
16 Challis Street
DICKSON ACT 2602

Telephone: (02) 6207 0028

PO Box 293
Civic Square ACT 2608

18. ISSUE OF LEASES

- 18.1 The Authority will use the Buyer's details on the Contract for Sale to prepare the Lease for each purchased Block. The Leases can only be issued with these details. Any alterations will be treated as a transfer, with all fees associated with transfers, such as duty, payable by the Buyer.
- 18.2 The Suburban Land Agency will forward the Leases to the Buyer at least 30 Working Days prior to the Date for Completion.
- 18.3 The commencement date of each of the Leases will be the date that the Lease is granted.

19. REGISTRATION OF LEASE

- 19.1 Following completion of the sale, the Buyer must register the Lease with Access Canberra at the Access Canberra Shopfront in Dickson.
- 19.2 The Buyer will be responsible for any fees associated with registration of the Leases. These fees are payable at the time of lodgement for registration directly to:

Access Canberra
Environment, Planning and Land Shopfront
Ground Floor South
Dame Pattie Menzies House
16 Challis Street
DICKSON ACT 2602

General Enquiries: 13 22 81

GPO Box 158
Canberra City ACT 2601

20. GOODS AND SERVICES TAX (GST)

- 20.1 GST will be payable in accordance with the Contract for Sale.

21. RATES AND LAND TAX

- 21.1 The Buyer's liability to pay general rates, land tax, water and sewerage rates commences from the commencement date of the Lease.

22. DEVELOPMENT AND BUILDING APPROVAL PROCESS

- 22.1 The Suburban Land Agency does not deal with the development and building approval process for a Block.
- 22.2 For information on development and building approval processes please contact the Authority on (02) 6207 1923. Information is also available on the Authority's website at www.planning.act.gov.au.

23. SERVICE PROVIDERS

- 23.1 Buyers are reminded that the Suburban Land Agency is not a utility service provider and “Works” in the Contract for Sale do not include actual connections to services, substations or transformers that may be required for such connections.
- 23.2 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 developments caused as a consequence of being unable, for example, to access water or power.
- 23.3 The Suburban Land Agency does not routinely provide and will not warrant the location of any future substations.

24. LAWS OF THE AUSTRALIAN CAPITAL TERRITORY

- 24.1 Leases are at all times subject to the laws in force in the Australian Capital Territory. Potential Registrants should seek legal advice as to how these laws may affect them and their proposed purchase and use of the Land.

25. CONTACT LIST

- 25.1 The following is a general contact list. Specific contact details are provided throughout the Sales Documentation.

Access Canberra:	13 22 81
ACT Revenue Office:	(02) 6207 0028
ActewAGL Corporation:	13 14 93
Authority:	(02) 6207 1923
Griffin Legal:	(02) 6198 3100
Icon Water:	(02) 6248 3111
Suburban Land Agency:	(02) 6205 0600
Transport Canberra and City Services:	13 22 81

**SCHEDULE A
BLOCK LIST**

- Taylor, Blocks 17-28, Section 35
- Taylor, Block 12, Section 45
- Taylor, Blocks 1-5, Section 52
- Taylor, Block 3, Section 55
- Taylor, Block 8, Section 56
- Taylor, Blocks 1-2 and 22, Section 57
- Taylor, Blocks 1-3 and 8-12, Section 59
- Taylor, Blocks 1-5 and 10-14, Section 64
- Taylor, Blocks 2-7 and 10, Section 65
- Taylor, Blocks 1-6, 8-18, 22-23, 27-28 and 33, Section 66
- Taylor, Blocks 2-4, 7-8, 11-14 and 17-20, Section 67
- Taylor, Blocks 8-12 and 15-17, Section 70
- Taylor, Blocks 3-9 and 14-16, Section 71
- Taylor, Blocks 1-5, 8-13 and 19-20, Section 74
- Taylor, Blocks 1-2, 5, 8-10, 16-28, and 31-36 Section 90
- Taylor, Blocks 1-3, 6-11 and 14, Section 91
- Taylor, Blocks 1-9, 14-17, 20-32 and 37-38, Section 92