

Contract for Sale

(CROWN LEASE & UNIT TITLE)

The Schedule

ITEM 1	DATE OF THIS CONTRACT							
ITEM 2 CLAUSE 1.1	SELLER:	Full Name ACN/ARBN Address						
ITEM 3 CLAUSE 1.1	BUYER:	Full Name ACN/ARBN Address						
ITEM 4 CLAUSE 1.7	CO-OWNERSHIP	Delete One	Joint Tenants					
		Tenants in Common in the following shares						
ITEM 5 CLAUSE 1.1	LAND	Being all the residue unexpired of the Lease	District/Division	Section	Block	Unit	U.P NO	Volume/Folio
			and known as					
ITEM 6 CLAUSE 1.1 & 16	GOODS	Description of goods included in the Price						
ITEM 7 CLAUSE 2.1	STAKEHOLDER	Name	or where Special Condition 4 applies H. E. MANNERING TRUST ACCOUNT					
ITEM 8 CLAUSE 2	PRICE	(1) Price	\$					
		(2) Less Deposit	\$	0.00				
		(3) Balance on Completion	\$	0.00				
ITEM 9 CLAUSE 4	RESTRICTIONS ON TRANSFER	Restrictions	Nil					
		Time to obtain consent	Days from the date of this Contract					
ITEM 10 CLAUSE 10	OCCUPANCY	Delete one	Vacant Possession					
			Subject to Tenancy					
ITEM 11 CLAUSE 7 & 14	BREACH OF COVENANT OR UNIT ARTICLES	Specify breach						
ITEM 12 CLAUSE 2	DATE FOR COMPLETION							
ITEM 13	ANNEXURE CLAUSES /SPECIAL CONDITIONS INCLUDED IN CONTRACT		Annexure Clauses:					
			Special conditions: 1, 2, 3, 4, 5					
ITEM 14	SELLER'S SOLICITORS	Firm Ref Phone Fax DX/Address e-mail	H. E. MANNERING 62317105 62318549 45 Gaunson Crescent Wanniasa ACT 2903 mannering@mannering.com					
ITEM 15	BUYER'S SOLICITORS	Firm Ref Phone Fax DX/Address e-mail						
ITEM 16	SELLER'S AGENT	Firm Ref Phone Fax DX/Address e-mail						

The buyer certifies pursuant to sub-section 7(2) of the ENERGY EFFICIENCY RATINGS (SALE OF PREMISES) ACT 1997 that

1. he or she has received a copy of the energy efficiency rating statement under paragraph (1) (a) or (b) of Section 7 of the above Act AND
2. a copy of the energy efficiency rating statement is attached to and forms part of this contract for sale.

.....
Buyer

.....
Witness

Dated:

SPECIAL CONDITIONS

1. a. In addition to Clause 23, any notice may be served by a facsimile transmission and if an email address is noted in the Schedule for the party to be served, by e-mail with an attachment in Tag Image File Format (tif) or Portable Document Format (pdf).
b. Where service is by facsimile transmission or email, the time of service is the time that the notice is transmitted by facsimile or sent by the party serving it.
2. The printed conditions on blue pages are altered in the following manner -
 - a. “;or” is deleted at the end of Clause 13.1.1
 - b. Clauses 6.2.3, 7.2.4, 7.2.5, 12.2, 13.1.2, 13.3, 13.4 and 21.1.3 are deleted
 - c. “10” is inserted into the blank spaces in Clauses 21.1.1 and 21.1.2
 - d. If Annexure “C” is included in this contract, Clauses C10.1, C10.2 and C10.3 of Annexure “C” are deleted and following are inserted in their place -

“C10.1 The buyer must serve a certificate pursuant to Section 75(1) on the seller at least 7 days before the Date for Completion.

C10.2 If the buyer does not comply with C10.1, the seller may (without serving a Default Notice) obtain the Section 75 certificate and the buyer must on Completion pay to the seller the prescribed fee for the certificate and a service fee of \$60.00.”
3. The buyer agrees not to make any objection requisition or claim for compensation or delay completion because
 - a. the improvements breach the Building Act or regulations under that Act;
 - b. a Final Certificate has not issued under the Building Act for any improvements;
 - c. a Final Certificate is not unconditional;
 - d. any electrical, water or sewerage connection or an alteration of or addition to such connection has not been approved by any appropriate authority;
 - e. improvements (including a dividing fence) on the land or property encroach onto adjoining lands or improvements (including any dividing fence) on adjoining lands encroach onto the land;
 - f. development of the land or the property breaches the Land Act or the Lease;
 - g. there is a breach of the Land Act;
 - h. there is a breach of the Unit Titles Act, Unit Titles Regulations or Articles of the Owners Corporation by the seller and / or the Owners Corporation; and / or
 - i. anything else the substance of which is disclosed in or which is attached to this contract.
4. "Bond" means A DEPOSIT BOND OR A BANK GUARANTEE issued to the Seller in the form annexed to this contract.
"Guarantor" means the guarantor named in the bond.
 - a. Subject to c. & d. below, delivery of the bond to the seller's solicitor before or on the making of this contract is a payment of the deposit for the amount guaranteed under the bond.
 - b. The buyer must, at the time provided for the accounting of the deposit, pay the amount guaranteed under the bond to the seller in cash or by unendorsed bank cheque.
 - c. If the seller serves on the buyer a notice in writing claiming to forfeit the deposit, so much as has not been already paid by the guarantor under the bond must be immediately paid by the buyer to the stakeholder.
 - d. Any amount paid by the guarantor under the bond is accepted by the seller in satisfaction of the buyer's obligations under d. above.
5. a. This Special Condition only applies if an amount is inserted in sub-clause a. i. Despite Schedule Item 8(2), the deposit described in that item must be paid as follows -
 - i. \$ on or before the day this Agreement is made; and
 - ii. the balance on or before the completion date or the date fixed in any notice to complete for completion, whichever is the later.
b. If any amount payable under the previous sub-clause is not paid in accordance with that sub-clause, the amount is a debt due to the seller.