

**ACT GOVERNMENT ASBESTOS RESPONSE TASKFORCE
 CONTRACT FOR GRANT OF CROWN LEASE
 PUBLIC AUCTION – POST DEREGISTRATION
 SCHEDULE**

DATE OF THIS CONTRACT		22 May	2017	
LEASE DETAILS				
LAND		Block 2	Section 1 Division/District HALL	
As specified in the Deposited Plan, also known as 8 Palmer Street, Hall ACT				
OCCUPANCY Vacant Possession				
CO-OWNERSHIP		Mark one <input type="checkbox"/> Tenants in common (Show shares)	<input checked="" type="checkbox"/> Joint Tenants	
SELLER DETAILS				
TERRITORY		Full Name Address	AUSTRALIAN CAPITAL TERRITORY , the body politic established by section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988 (Cth)</i> for and on behalf of ACTPLA C/- Environment, Planning and Sustainable Development Directorate GPO Box 158, Canberra City ACT 2601	
SELLER'S SOLICITOR		Firm Ref Phone Fax Address	Meyer Vandenberg Lawyers Stephanie Lynch/Sai Ranjit/Rebecca Rezuk (02) 6279 4499 (02) 6279 4455 Level 2, 121 Marcus Clarke Street Canberra City ACT 2601 GPO Box 764, Canberra ACT 2601	
BUYER DETAILS				
BUYER		Full name ACN Address		
BUYER'S SOLICITOR		Firm Ref Phone Fax Address		
PAYMENT DETAILS				
PRICE		Price Less Deposit Balance		\$ 985,000.00 \$ 98,500.00 \$ 886,500.00 (The Price is GST inclusive) (10% of Price)
EARLIEST DATE OF EXPIRY OF DEPOSIT BOND OR BANK GUARANTEE		Expiration of bond or bank guarantee must not be earlier than this date		45 Working Days from the Date for Completion
DATE FOR COMPLETION		30 Days from the Date of this Contract		
DEMOLITION WORKS TO BE COMPLETED		As specified in the Schedule of Retained Improvements		
SPECIAL CONDITIONS		Indicate whether any special conditions apply	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
ANNEXURES				
ANNEXURES		Documents attached to this Contract	Annexure A – Specimen Standard Lease Annexure B – Deposited Plan Annexure C – Schedule of Retained Improvements Annexure D – Title Search and Deregistration Statement Annexure E – Certificate of Completion of Demolition and Building Work Annexure F – Temporary Fencing Notice Annexure G – Special Conditions	
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 Australian Capital Territory signature:		Buyer's signature:		
Delegate name:		Buyer name:		
Witness signature:		Buyer signature:		
Witness name:		Buyer name:		
		Witness signature:		
		Witness name:		

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 Standard Lease.

2 TERMS OF PAYMENT

- 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 Seller agrees to accept payment of the Deposit in two instalments as follows:
 - (a) 5% of the Price by cheque on the date of this Contract (**First Instalment**); and
 - (b) the remainder of the 10% Deposit (if it has not already been paid) by bank cheque on the Date for Completion (**Second Instalment**), and in every respect time is of the essence of this clause 2.3.
- 2.4 The Deposit and all instalments of the Deposit are released to the Seller (when paid) and become the Seller's property absolutely (being part payment of the Price).
- 2.5 If the Deposit or any instalment of 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 22) and clause 23 applies.
- 2.6 If the Seller does not terminate this Contract in accordance with clause 2.5, then this Contract remains on foot, subject to this clause 2.6, until the Seller terminates the Contract pursuant to clause 2.5 or waives the benefit of this clause 2.5 pursuant to clause 2.8.
- 2.7 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.
- 2.8 The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of this clause 2 is waived.
- 2.9 If the Deposit is paid in accordance with clause 2.3, the Seller will no longer have the benefit of this clause. 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.
- 2.10 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.

- 2.11 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 rescinded or terminated.
- 2.12 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.

3 DEPOSIT BOND AND BANK GUARANTEE

- 3.1 The 10% Deposit to be paid pursuant to clause 2.2 may be paid by a Deposit Bond or Bank Guarantee on the Date of this Contract 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 show the Seller as the beneficiary of the Deposit Bond or Bank Guarantee.
- 3.4 The Buyer must pay the amount stipulated in the Deposit Bond or Bank Guarantee to the Seller by unendorsed bank cheque or cash 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 22, clause 23 applies.

4 SIGNING OF LEASE

- 4.1 Following the receipt of the Lease, the Buyer must, no later than 10 Working Days from the date the Seller serves the Lease on the Buyer:
- (a) sign each copy of the Lease;
 - (b) lodge an Application to Register a Crown Lease for the Lease with the ACT Revenue Office for stamping and pay any fees required by the ACT Revenue Office;
 - (c) collect the Application to Register a Crown Lease for the Lease from the ACT Revenue Office; and
 - (d) return to the Seller's Solicitor:
 - (i) the signed Leases; and

- (ii) a copy of the stamped Application to Register a Crown Lease for the Lease.

5 DEMOLITION AND DEREGISTRATION

5.1 The Buyer acknowledges and agrees that at the Date of this Contract:

- (a) the Seller has completed the Demolition Works unless specified in the Schedule (see Annexure C and E); and
- (b) a Deregistration Statement has been issued and the Land has been removed as an Affected Property from the Registers (see Annexure D).

5.2 A Contour and Detail Survey will be provided on Completion.

5.3 In this Contract, "Demolition Works":

(a) include:

- (i) the demolition and removal of the Dwelling and Unapproved Structures except for the Retained Improvements pursuant to Annexures C and E;
- (ii) the removal of all temporary Utility Services, plant, facilities, amenities and protection at the Seller's sole and absolute discretion;
- (iii) the decommissioning of all Utility Services to the Dwelling;
- (iv) the removal of all rubbish, surplus materials, plant and equipment from the Land caused by the demolition of the Dwelling, to leave the Land in a clean and tidy condition;
- (v) scraping soil from the footprint of the Dwelling as required; and
- (vi) the implementation of sediment control measures, at the Seller's sole and absolute discretion.

(b) do not include:

- (i) the excavation of the Land to fill in the Land or level the Land to Natural Ground Level;
- (ii) at the Seller's sole and absolute discretion, demolition of any improvements outside the footprint of the Dwelling on the Land, subject to clause 6.

5.4 For the avoidance of doubt, if Demolition Works to be Completed are described in the Schedule, those Demolition Works will be completed prior to Completion.

6 RETAINED IMPROVEMENTS

6.1 This clause applies if the Retained Improvements Schedule includes any Retained Improvements.

6.2 The Buyer acknowledges and agrees that:

- (a) the Seller is under no obligation to maintain the Retained Improvements from the Date of this Contract to Completion;
- (b) the Retained Improvements may have been or be damaged, destroyed or otherwise diminish in value by the Demolition Works or otherwise (including, but not limited, to the forces of nature) at the Date of this Contract or any time prior to Completion, and in that

event the Seller is under no obligation to repair or replace those Retained Improvements prior to Completion; and

- (c) the Seller is under no obligation and is in no way responsible for any associated items connected to the Retained Improvements, including any key/s, alarm system or alarm system remote devices, or warranty manuals, or any other access device required in respect to the Retained Improvements (collectively the "Accessories"); and
- (d) the Accessories may have been damaged, destroyed or lost and the Seller is under no obligations to repair or replace the Accessories in respect to the Retained Improvements, nor is the Seller responsible for any diminishment in value for the Retained Improvements if the Retained Improvements no longer operate correctly, or are damaged as a result of damaged, destroyed or lost Accessories; and
- (e) the value (if any) of the Retained Improvements are included in the Price.

6.3 The Buyer may make no claim, requisition, objection, delay Completion or rescind or terminate this Contract in respect of any matter set out in clause 6.2.

7 CONDITION OF THE LAND FOLLOWING DEMOLITION

- 7.1 On Completion, the Seller gives no warranties as to the state of repair of any of the Retained Improvements or Unapproved Structures (if applicable) or condition of the Land including the soil classification, except as required by law.
- 7.2 The Buyer acknowledges and agrees that 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.
- 7.3 The Buyer understands and accepts that the existence of the Retained Improvements including any Unapproved Structures, decommissioned Utility Services, footings, regrading, fill, contamination or a soil classification 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 have been in the absence of such Retained Improvements including any Unapproved Structures, decommissioned Utility Services, footings regrading, fill, contamination or soil classification.
- 7.4 The Seller will leave the Land clean and tidy on Completion. The Buyer acknowledges and agrees that sediment control measures may be in place on Completion.
- 7.5 If a swimming pool does not form part of the Retained Improvements and has been or will be removed:
 - (a) it may not be filled, and will only be filled at the Seller's sole and absolute discretion; and
 - (b) if filled, the fill will be uncontrolled fill pursuant to Australian Standard AS 2870-2011 ("Uncontrolled Fill").
- 7.6 The Buyer acknowledges and agrees that the Buyer will make their own enquiries in relation to the bearing capacity of the founding material and appropriate reinforced concrete footing and slab design.
- 7.7 The Buyer may make no claim, requisition, objection, delay Completion or rescind or terminate this Contract in respect of any matter set out in clause 7.

8 TEMPORARY FENCING

- 8.1 This clause applies if the Seller has installed temporary fencing on or adjacent to the Land ("Temporary Fencing") prior to Completion.

- 8.2 Unless otherwise agreed, for the benefit of the Buyer and at the Buyer's own risk, the Buyer permits the Temporary Fencing to remain on or adjacent to the Land following Completion.
- 8.3 The Buyer acknowledges and agrees that:
- (a) the Temporary Fencing is the property of the fencing contractor;
 - (b) the Seller may release the Buyers contact details (Buyers telephone number or address) to the Fencing Contractor in relation to the temporary fencing on the Land;
 - (c) title to the Temporary Fencing does not pass to the Buyer on Completion;
 - (d) the Temporary Fencing on the Land does not form part of the Retained Improvements; and
 - (e) subject to clause 8.4 below, the Buyer permits the Seller's fencing contractor to enter the Land and remove the Temporary Fencing without notice at the Seller's cost, within 10 Working Days following Completion.
- 8.4 On or before Completion, the Buyer must notify the Seller whether the Buyer requires the Temporary Fencing to be removed following Completion by issuing a Temporary Fencing Notice in accordance with Annexure G. The Seller will verify the contents of the notice with the fencing contractor.
- 8.5 If the contents of the Temporary Fencing Notice state that the Temporary Fencing is not be removed and the details, specified in the Temporary Fencing Notice are not verified with the fencing contract by the Seller, the Seller may remove the Temporary Fencing at any time.
- 8.6 The Buyer may make no claim or raise any requisition or objection against the Seller in relation to the Temporary Fencing, including its removal or any arrangements the Buyer makes with the fencing contractor.

9 INDEMNITIES AND RELEASE

- 9.1 On and from the date of Completion, the Buyer is liable for, releases the Seller, and indemnifies and shall keep the Seller indemnified, from and against all demands, actions, claims, losses, damages, proceedings, liabilities and expenses (collectively Liabilities) whatsoever and however arising from or in respect of the condition of the Land and surrounding areas (including the presence of any Substance or contamination on the Land).
- 9.2 Nothing in clause 9.1 has the effect of releasing the Seller or the Commonwealth of Australia from liability arising in respect of sickness, physical injury or death from exposure to contaminants on the Land giving rise to such Liability before the Date of this Contract.

10 BUSHFIRE PROTECTION

- 10.1 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.
- 10.2 Part 3.7.4 of the National Construction Code Series Volume 2 2015 "Bushfire Areas" may require buildings to be constructed in accordance with Australian Standard 3959 -2009. The Seller makes no warranty or representation in relation to the standards of construction required on the Land.
- 10.3 The Buyer may make no claim, requisition, objection, delay Completion or rescind or terminate this Contract in respect of any matter set out in clause 10.

11 VARIATION TO LAND AND PLANNING CONDITIONS

11.1 The Buyer acknowledges that the Specimen Lease and any 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 Demolition Works (if applicable);

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

11.2 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.

11.3 The Buyer cannot make a claim or objection or rescind or terminate or make a claim for compensation under clause 21 of this Contract in respect of any matter set out in clause 11.1 and 11.2.

11.4 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.

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

11.6 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.

11.7 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.

12 ENTIRE AGREEMENT

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.

13 BUYER RELIES ON OWN ENQUIRIES

13.1 The Buyer acknowledges and agrees that it relies on its own enquiries in relation to the Land and warrants that in entering into this Contract the Buyer:

- (a) 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;
- (b) 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 annexed to this Contract;
- (c) has made its own enquiries as to any Unapproved Structures, Demolition Works to be Completed, or whether the Land is subject to any heritage guidelines; and
- (d) is satisfied as to the nature, quality and condition of the Land and the purposes for which the Land may be used.

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

13.3 The Buyer cannot make a claim or objection or rescind or terminate or make a claim under clause 21 of this Contract in respect of:

- (a) any encroachment by or upon the Land;
- (b) any Retained Improvement, decommissioned Utility Services or footings;
- (c) a Utility Service for the Property being a joint service or passing through another property, or any Service for another property passing through the Property;
- (d) 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;
- (e) any Breach of Covenant;
- (f) the location of any dividing fence;
- (g) the demolition, damage or diminishment of value in, a Retained Improvement;
- (h) the environmental condition or state of the soil, ground water, contamination or the existence of any substance on or affecting the Land;
- (i) the contours of the Land or the existence of regrading or fill;
- (j) any sediment control measures implemented by the Seller;
- (k) any Utility Service ties to the Land;
- (l) the existence of regrading, fill or contamination of or upon the Land, whether caused by the Commonwealth of Australia, the Seller, previous occupants of the Land or otherwise;
- (m) any soil classification in relation to the Land;
- (n) any heritage requirements affecting the Land or any development on the Land;
- (o) the presence of any Substance or contamination on the Land;

- (p) a promise, representation or statement about this Contract, the Property or the Lease, not made in this Contract;
- (q) an Unapproved Structure (as applicable); or
- (r) anything disclosed in this Contract.

14 SELLER WARRANTIES

14.1 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 issued by a court or tribunal affecting the Land; and
- (c) has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ issued by a court or tribunal affecting the Land.

14.2 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 issued by a court or tribunal affecting the Land; and
- (c) the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ issued by a court or tribunal affecting the Land.

15 CO-OWNERSHIP

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.

16 NON MERGER

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

17 ADJUSTMENTS

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

18 TERMS OF POSSESSION

The Seller must give the Buyer vacant possession of the Land on Completion.

19 INSPECTION OF PROPERTY

The Buyer may on reasonable notice to the Seller inspect the Property during the period between the date 10 Working Days prior to the Date for Completion and the Date for Completion.

20 ERRORS AND MISDESCRIPTIONS

20.1 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.

- 20.2 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.
- 20.3 The Buyer is not entitled to compensation to the extent the Buyer knew the true position before the Date of this Contract.

21 COMPENSATION CLAIMS BY BUYER

21.1 This clause 21 applies to claims for compensation arising out of this Contract made by the Buyer against the Seller including claims under clause 20.

21.2 To make a claim for compensation (including a claim under clause 20) 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;
- (b) if the Seller does not rescind under clause 21.2(a), the parties must complete and;
 - (i) the claim must be finalised (subject to clause 21.2(b)(ii)) either by agreement or, failing agreement, by an arbitrator appointed by the parties or, if an appointment is not made within 20 Working 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;
 - (ii) the decision of the arbitrator is final and binding save 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.

22 NOTICE TO COMPLETE AND DEFAULT NOTICE

22.1 If Completion does not take place by the Date for Completion, either party may, at any time after the Date for Completion, serve the other party a Notice to Complete.

- 22.2 A Notice to Complete must appoint a time during business hours and a date being not less than 10 Working 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.
- 22.3 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.
- 22.4 Completion at the time, date and place specified in the Notice to Complete is an essential term.
- 22.5 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.
- 22.6 A Default Notice must:
- (a) specify the default; and
 - (b) require the party served with the Default Notice to rectify the default within 10 Working Days after service of the Default Notice (excluding the date of service).
- 22.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.
- 22.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 22.9 Clauses 23 or 23.2 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.
- 22.10 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) consent to the variation must be in writing and be served on the other party.
- 22.11 The parties agree that the time referred to in clauses 22.2 and 22.6(b) is fair and reasonable.

23 TERMINATION – BUYER DEFAULT

- 23.1 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:
- (a) sue the Buyer for breach; or
 - (b) re-sell 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.
- 23.2 In addition to any money kept or recovered under clause 23.1, 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.

24 TERMINATION – SELLER DEFAULT

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.

25 RESCISSION

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.

26 DAMAGES FOR DELAY IN COMPLETION

26.1 If Completion does not occur by the Date for Completion, due to the default of the Buyer, then the Buyer must pay the Seller 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 for Completion to Completion; and
- (b) the amount of \$550.00 (GST inclusive) to be applied towards any legal costs and disbursements incurred by the Seller if Completion occurs later than 5 Working Days after the Date for Completion.

26.2 The Buyer agrees that:

- (a) the amount of any damages payable under clause 26.1 to the Seller 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.

27 FOREIGN BUYER

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

27.2 This clause is an essential term.

28 GST

28.1 The Buyer and Seller agree that the Margin Scheme applies to the supply of the Lease for the Land.

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

29 POWER OF ATTORNEY

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.

30 NOTICES, CLAIMS AND AUTHORITIES

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

30.2 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) 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 Working 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.

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

30.4 If a notice is served in accordance with clause 30.2(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, on the next Working Day.

30.5 If a notice is served in accordance with clause 30.2(b), the notice is taken to have been received on the day 2 Working Days after it was posted.

30.6 In addition to the means stipulated in clause 30.2, the Seller may serve a notice by electronic mail to the Buyer's or the Buyer's Solicitor's email address (whether the Buyer's Solicitor's firm generally or specifically to the practitioner specified in the Schedule) as notified by the Buyer or the Buyer's Solicitor from time to time.

30.7 If a notice is served in accordance with clause 30.6, the notice is taken to have been received on the day shown in the delivery receipt produced by the electronic mail system used to send the message or if not sent before 5:00pm on a Working Day, on the next Working Day.

31 COUNTERPARTS

This Contract may be executed in any number of counterparts. Each counterpart is an original but the counterparts together are one and the same.

32 NO TRUST

The Buyer confirms that, other than as disclosed in the description of the Buyer on the front page of this Contract, it is not acting as a trustee of any trust.

33 SERVICE PROVIDERS

33.1 Buyers are reminded that the Seller is not a Utility Service provider and the "Demolition Works" in the Contract for Sale do not include actual connections to services, substations or transformers that may be required for such connections.

33.2 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 construction caused as a consequence of being unable, for example, to access water or power.

34 ACCESS TO THE LAND

- 34.1 This clause applies only if the Seller has agreed to give the Buyer access to the Land before Completion.
- 34.2 The Buyer must not before Completion make any change or structural alterations or additions to the Land
- 34.3 The Buyer must accept risk as to public liability insurance in respect to all persons, agents and contractors including surveyors and soil classification geotechnical consultants, entering the Land arising out of the Buyer's access to the Land prior to Completion.
- 34.4 The Buyer indemnifies and releases the Seller from and against all demands, actions, claims, losses, damages, proceedings, liabilities and expenses (collectively Liabilities) whatsoever and however arising from or in connection with the access to the Land prior to Completion of persons, agents and contractors including surveyors and soil classification geotechnical consultants

35 DEFINITIONS

Definitions appear in the Schedule and as follows:

Affected Property means a property noted as a property affected by the loose-fill asbestos insulation scheme on the Registers;

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

Breach of Covenant means:

- (a) a Development not approved under the Planning Act including a development for which design and siting approval has not been obtained; or
- (b) an Unapproved Structure;

Completion means the time at which this Contract is completed;

Contour and Detail Survey means a survey identifying the Natural Ground Level of the Land, Retained Improvements and easements;

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

Default Notice means a notice in accordance with clauses 22.5 and 22.6;

Demolition Works has the meaning specified in clause 5;

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

Deregistration Statement means a statement issued by the Seller's delegate requiring the removal of the Land as an Affected Property from the Registers, following receipt of:

- (a) all asbestos removal clearance certificates prepared by a licensed asbestos assessor (one of which must be a post demolition asbestos removal clearance certificate)

- (b) a site soil validation report prepared either by a licensed asbestos assessor or by a contaminated sites auditor; and
- (c) a Certificate of Completion (of Demolition) issued by the Construction Occupations Registrar.

Development has the meaning in the Planning Act;

Dwelling means the dwelling and any other buildings, structures and fixtures erected on and forming part of the Land prior to the Demolition Works affected by loose fill asbestos;

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

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);

Income means the rents and profits derived from the Land;

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

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

Natural Ground Level has the meaning specified in the Territory Plan;

Notice to Complete means a notice in accordance with clauses 22.1 and 22.2 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 means the term of the Lease and the improvements;

Registers means:

- (a) the Affected Residential Premises Register established and administered by the Asbestos Response Taskforce of the Chief Minister, Treasury and Economic Development Directorate pursuant to the *Dangerous Substances Act 2004* (ACT);
- (b) the land titles register administered by the ACT Land Titles Office of the Office of Regulatory Services pursuant to the *Land Titles Act 1925* (ACT); and
- (c) Building File and Planning and Land Management database administered by the ACT Planning and Land Authority of the Environment and Planning Directorate.

Retained Improvement means the improvements to be retained as specified in the Schedule of Retained Improvements (including all plants, shrubs and other vegetation) attached at Annexure C, as inspected;

Schedule means the schedule being the front page to this Contract;

Specimen Standard Lease means the draft crown lease annexed to this Contract at Annexure A;

Standard Lease means a crown lease that will be granted in accordance with the Planning Act in a form similar to the Specimen Standard Lease;

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: asbestos, polychlorinated biphenyls, heavy metals, chemicals, contaminants and any other matter whether in solid, liquid or gaseous form, or whether naturally occurring or man-made;

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

Unapproved Structure has the meaning in the *Civil Law (Sale of Residential Property) Act 2003 (ACT)*;

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

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

36 INTERPRETATION

36.1 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.

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

36.3 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.

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

ANNEXURE A – SPECIMEN STANDARD LEASE



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

Entered in Register Book Vol.....Folio.....

AUSTRALIAN CAPITAL TERRITORY
Planning and Development
Act 2007

Australian Capital Territory (Planning and Land
Management) Act 1988 (C'th) ss 29, 30 & 31

LEASE GRANTED pursuant to the Planning and Development Act 2007 and the Regulations made under that Act on the _____ day of _____ Two thousand and _____ WHEREBY THE PLANNING AND LAND AUTHORITY ("the Authority") ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA ("the Commonwealth") in exercising its functions grants to _____ of _____ in the Australian Capital Territory number of shares/tenants in common/joint tenants ("the Lessee") ALL THAT piece or parcel of land situate in the Australian Capital Territory containing an area of _____ square metres or thereabouts and being **Block Section Division of** _____ as delineated on **Deposited Plan Number** _____ in the Registrar-General's Office at Canberra in the said Territory ("the land") RESERVING unto the Territory all minerals and the right to the use, flow and control of ground water under the surface of the land TO HOLD unto the Lessee for the term of ninety nine years commencing on the _____ day of **Two thousand and** _____ ("the date of the commencement of the lease") to be used by the Lessee for the purpose set out in Clause 2(f) of this lease only YIELDING AND PAYING THEREFOR during the said term rent at the rate of five cents per annum if and when demanded and UPON AND SUBJECT TO the covenants conditions and agreements contained in this lease.

1. IN THIS LEASE unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the land;
- (c) "class" for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;
- (d) "dual occupancy housing" means the use of land that was originally used or leased for the purposes of single dwelling housing for two dwellings;
- (e) "dwelling":
 - (i) means a class 1 building, or a self-contained part of a class 2 building, that:
 - (A) includes the following that are accessible from within the building, or the self-contained part of the building:
 - (1) not more than 2 kitchens;
 - (2) at least 1 bath or shower;
 - (3) at least 1 toilet pan; and
 - (B) does not have access from another building that is either a class 1 building or the self-contained part of a class 2 building; and
 - (ii) includes any ancillary parts of the building and any class 10a buildings associated with the building;

- (f) "Lessee" shall:
 - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
 - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (g) "multi-unit housing" means the use of land for more than one dwelling and includes but is not limited to dual occupancy housing;
- (h) "premises" means the land and any building or other improvements on the land;
- (i) "single dwelling housing" means the use of land for residential purposes for a single dwelling only;
- (j) "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 (C'th);
- (k) words in the singular include the plural and vice versa;
- (l) words importing one gender include the other genders;
- (m) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

- (a) That the Lessee shall pay to the Authority at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;
- (b) That the Lessee shall within twenty four (24) months from the date of the commencement of the lease or within such further time as may be approved in writing by the Authority complete the erection of a dwelling (with necessary and usual outbuildings and fences) on the land at a cost not less than the sum of one hundred and eighty thousand dollars (\$180,000) and in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority and in accordance with every Statute Ordinance or Regulation applicable to such development;
- (c) That the Lessee shall within twenty four (24) months from the date of the commencement of the lease or within such further time as may be approved in writing by the Authority provide facilities on the land to a standard acceptable to the Authority to enable electrical and telephone cables and wires to be installed underground;

- (d) That the Lessee shall at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Authority;
- (e) That the Lessee shall not without the previous approval in writing of the Authority, except where exempt by law, erect any building, or make any structural alterations to any building, on the land;
- (f) To use the land for the purpose of:
 - (i) single dwelling housing; or
 - (ii) where permitted by the Territory Plan multi-unit housing of not more than two (2) dwellings;

(g) That:

(i) the Authority, on behalf of the Commonwealth, grants over that part of the land identified as a services easement on the Deposited Plan an easement ("Easement") in favour of the relevant provider (referred to as the "service provider");

(ii) the service provider may:

(A) provide, maintain and replace services supplied by that service provider through the land within the site of the Easement; and

(B) do anything reasonably necessary for that purpose, including without limitation:

(1) entering or passing through the land;

(2) taking anything on to the land; and

(3) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;

(iii) in exercising the powers in Clause 2(g)(ii), the service provider must take all reasonable steps to:

(A) ensure that the work carried out on the land causes as little disruption, inconvenience and damage as is practicable; and

(B) ensure that the land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;

(iv) Clause 2(g)(iii)(B), does not require the service provider to restore:

(A) the land to a condition that would result in:

(1) an interference with:

(i) any service on or through the land; or

(ii) access to any service on or through the land; or

- (2) a contravention of a law of the Territory; or
- (B) any building or structure placed or constructed on any part of the land comprising the Easement;
- (v) the Lessee must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the land comprising the Easement UNLESS written advice from the service provider is obtained;
- (vi) for the purposes of the Easement, "services", includes, without limitation, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewerage; and
- (vii) nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law;
- (h) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 - (ii) to which the Tree Protection Act 2005, applies;
- (j) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the premises the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the land is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter the premises and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;
- (k) Subject to the provisions of the Planning and Development Act 2007 to permit any person or persons authorised by the Authority to enter and inspect the premises at all reasonable times and in any reasonable manner;
- (l) To pay all rates and charges and other statutory outgoings assessed levied or payable in respect of the premises as and when they are due for payment.

3. IT IS MUTUALLY COVENANTED AND AGREED as follows:

- (a) That if:
 - (i) a dwelling in accordance with Clause 2(b) of this lease is not completed within the period specified in the said Clause; or
 - (ii) services in accordance with Clause 2(c) of this lease are not completed within the period specified in the said Clause; or

- (iii) after completion of a dwelling as aforesaid the said land is at any time not used for a period of one year for the purpose for which this lease is granted; or
- (iv) the Lessee shall fail to observe or perform any other of the covenants contained in this lease on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Authority specifying the nature of such breach

the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;

- (b) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 3(a) (i), (ii), (iii) or (iv) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clauses;
- (c) Subject to the Lessee paying all money required to be paid under the provisions of the Planning and Development Act 2007 the Lessee shall be entitled to a further lease of the land for such further term and at such rent and subject to such conditions as may then be provided or permitted by Statute Ordinance or Regulation;
- (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the land or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the premises;
- (e) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

IN WITNESS whereof the Authority on behalf of the Commonwealth and the Lessee have executed this lease.

Signed by)
a delegate authorised to execute this lease)
on behalf of the Commonwealth in the) Delegate
presence of)

.....
Witness

SIGNED SEALED AND DELIVERED)
by)
in the presence of:) Lessee

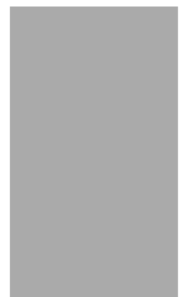
.....
Name of Witness

.....
Signature of Witness

ANNEXURE B – DEPOSITED PLAN



ANNEXURE C – SCHEDULE OF RETAINED IMPROVEMENTS





ACT
Government

Asbestos Response Taskforce

Street num: 8 Street name: Palmer Street Suburb: Hall
Block: 2 Section: 1

RETAINED IMPROVEMENTS SCHEDULE





ACT
Government

Asbestos Response Taskforce

Street num: 8 Street name: Palmer Street Suburb: Hall
 Block: 2 Section: 1

Desktop Assessment Review

	Improved Asset	Relevant Approvals met			Comments	Actions
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
1	Stone Cottage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Heritage	Retain
2	Garage	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Retain
3	Metal Shed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNAPPROVED	Retain
4	Cubby House	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNAPPROVED	Remove
5	Metal Front Fence	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNAPPROVED	Retain
6	Water Tank	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Retain
7	Front Stone Wall	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Heritage	Retain

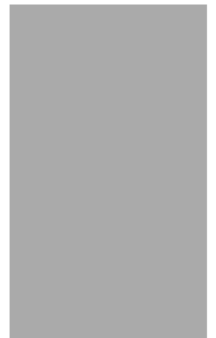
Additional comments:

DA	Development Approval in accordance with the <i>Planning and Development Act 2007</i> , or approvals were in accordance with relevant planning or building legislation at the time the approval/s for a particular building or structure were granted
BA	Building Approval in accordance with the <i>Building Act 2004</i>
C of O	Certificate of Occupancy and Use issued in accordance with the <i>Building Act 2004</i> upon completion of the works in the associated Building Approval
Exempt	Does not require DA or BA

PST Comments / Notes:

Any retaining walls in situ are deemed integral for soil retention and block stabilisation.

ANNEXURE D – TITLE SEARCH AND DEREGISTRATION STATEMENT





ACT
Government

**Asbestos Response
Taskforce**

Our ref: A13367305

AFFECTED RESIDENTIAL PREMISES REGISTER

DEREGISTRATION STATEMENT

S47N Dangerous Substances Act 2004

I, Andrew Kefford, delegate of the Minister for Workplace Safety and Industrial Relations, am satisfied that the premises at 8 Palmer Street, DIVISION HALL SECTION 1 BLOCK 2, have been demolished and the parcel of land has been remediated. In accordance with section 47 N(3) I authorise removal of these residential premises from the Affected Residential Premises Register.

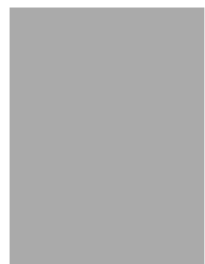


Andrew Kefford
Head - Asbestos Response Taskforce

Date:

24/3/17

ANNEXURE E - CERTIFICATE OF COMPLETION OF DEMOLITION AND BUILDING WORK





ACT
Government

Certificate of Completion of Demolition

Certificate No.: **B20164900C1**

Access Canberra Building Services

ABN 16 479 763 216
8 Darling Street Mitchell
GPO Box 158 ACT 2601
www.act.gov.au/accesscbr

This Certificate is issued in accordance with Section 71 (2) of the Building Act 2004.

The demolition of the building works listed on this certificate has been completed in accordance with the prescribed requirements.

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	2	1	HALL	HALL	Australian Capital Territory

Plans

B20164900/A

Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
1a	Demolition	RESIDENCE	Asbestos removal including the removal of all residual friable asbestos - Jesco ARA00003	NA		B20164900N1	ASBESTOS REMOVALIST (LOOSE FILL - MR FLUFFY)

Comments

Important Note:

The issue, under this Part, of a certificate in respect of a building or portion of a building does not affect the liability of a person to comply with the provisions of a law of the territory (including this Act) relating to the building or portion of the building.

Issued by: Anna Musgrove

Issued on: 20/02/2017

Delegate of the ACT Construction
Occupations Registrar.



ACT
Government

Certificate of Completion of Demolition

Certificate No.: **B20164900C1**

Access Canberra Building Services

ABN 16 479 763 216
8 Darling Street Mitchell
GPO Box 158 ACT 2601
www.act.gov.au/accesscbr

This Certificate is issued in accordance with Section 71 (2) of the Building Act 2004.

The demolition of the building works listed on this certificate has been completed in accordance with the prescribed requirements.

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	2	1	HALL	HALL	Australian Capital Territory

Plans

B20164900/A

Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
1a	Demolition	RESIDENCE	Demolition of structures	NA		B20164900N2	PARACORP PTY LTD

Comments

Important Note:

The issue, under this Part, of a certificate in respect of a building or portion of a building does not affect the liability of a person to comply with the provisions of a law of the territory (including this Act) relating to the building or portion of the building.

Issued by: Anna Musgrove

Issued on: 20/02/2017

Delegate of the ACT Construction
Occupations Registrar.

ANNEXURE F – TEMPORARY FENCING NOTICE



TEMPORARY FENCING NOTICE

Buyer Name(s)	Block	Section	Suburb	Known as (Address)	Temporary Fencing removed? (yes/no)
	2	1	Hall	8 Palmer Street, Hall ACT	

THE ABOVE BUYER(S) GIVE NOTICE THAT:

1. The following fencing contractor has erected Temporary Fencing on the Land specified above as defined in the Contract for Sale between me/us and the Australian Capital Territory ("Contract").
2. The Seller may release the Buyers contact details (Buyers telephone number or address) to the Fencing Contractor in relation to the temporary fencing on the Land.
3. The Temporary Fencing on the Land is to be removed in accordance with this notice.
4. If I/we indicated "yes" the Temporary Fencing is to be removed, I/we understand and agree that the Temporary Fencing will be removed within approximately 10 Working Days following Completion of the Contract for Sale.
5. If I/we indicated "no" the Temporary Fencing is not to be removed:
 - a. I/we confirm that the fencing contractor is ATF - 6128 2500;
 - b. I/we have contracted with the fencing contractor for the Temporary Fencing to remain on the Land following the expiration or termination of the Australian Capital Territory's Contract with the fencing contract on[insert date];
 - c. I/we understand the terms of the Contract in relation to the Temporary Fencing including that the Temporary Fencing remains on or adjacent to the Land following Completion at my/our own risk notwithstanding paragraph 4(b) above;
 - d. I/we understand that if the contents of this notice are not able to be verified by the fencing contractor, the Seller will remove the Temporary Fencing in accordance with the Contract.

Date:	
Buyer signature:	Buyer signature:
Buyer name:	Buyer name:
Signature of Witness:	Full name of Witness:

ANNEXURE G – SPECIAL CONDITIONS



SPECIAL CONDITION

1 UTILITY SERVICE CONNECTION

- 1.1 The Seller provides no warranty or representation as to the condition, connection or status of the Utility Service ("Utility Status") on the Land.
- 1.2 The Buyer agrees and acknowledges that the Price is inclusive of the Utility Status on the Land.
- 1.3 The Buyer is acknowledges and agrees that the Land may be subject to additional costs and non-standard charges with respect to obtaining Utility Services to the Land.
- 1.4 Notwithstanding clause 13, the Buyer must make its own enquiries and conduct its own due diligence with respect to the Utility Status on the Land.
- 1.5 The Buyer may make no claim, requisition, objection, delay Completion or rescind or terminate this Contract in respect of any matter set out in special condition 1.
- 1.6 This special condition does not merge on Completion.

From: Aldridge, Sandra
Sent: Monday, 6 February 2017 1:48 PM
To: Cassandra Cumberland; wayne harriden ; Doug O'Mara – Civium Strata People; Kerry Henshaw; matt.shipard@civium.com.au
Cc: Bolas, Nyaree; Lewer, Felicity
Subject: Updated and final Sales schedule and block listing [SEC=UNCLASSIFIED]
Attachments: Agent sales proposal 2017.xlsx; Combined sales proposal for 2017.xlsx

Hello All

Please find attached the final sales schedule and block listing for your information.

Please give me a call if you have any queries.

Regards
Sandra

Sandra Aldridge | Acting Sales and Marketing Manager
Suburban Residential
Phone 02 62050571
Land Development Agency | Economic Development Directorate | ACT Government
GPO Box 158 Canberra ACT 2601

ART EVENT Calendar 2017

Event	Agent	Launch Date 2017	Event Date 2017	Blocks	Time	Venue
Auction 1	CIVIUM	Thursday 9 February	Tuesday 7 March	28	3pm	Hellenic Club
Auction 2	CIVIUM	Thursday 9 February	Saturday 11 March	1	11am	Onsite
Auction 3	CIVIUM	Friday 17 February	Monday 20 March	38	3pm	Federal Golf Club
Auction 4	CIVIUM	Friday 17 February	Tuesday 21 March	35	3pm	Federal Golf Club
OTC	CIVIUM	Tuesday 7 March	Continuous	46		Ongoing
Auction 1	IPG	Friday 24 February	Thursday 16 March	22	6pm	Ainslie
Auction 2	IPG	Friday 24 February	Thursday 23 March	22	6pm	Ainslie
Auction 3	IPG	Friday 24 February	Saturday 25 March	3	11am	Onsite
Auction 4	IPG	Friday 24 February	Thursday 30 March	21	6pm	Ainslie
OTC	IPG	Tuesday 7 March	Continuous	38		Ongoing
				254		

Independent Property Group Auction 3 Event Date Saturday 25 March 2017 - Launch date Friday 24 February 2017										
TaskforceCode	District	Suburb	Section	Block	Address	DP Size	LandUse	Heritage Listed Details	Status	Fencing Contractor
Hall 003	BELCONNEN	HALL	1	2	8 Palmer Street	2029	RZ1	Yes - Hall Village Heritage Precinct	Forfeit	
Hall 002	BELCONNEN	HALL	4	11	6 Loftus Street	1012	RZ1	Yes - Hall Village Heritage Precinct	No FROR	
Hall 001	BELCONNEN	HALL	8	11	18 Gibbes Street	1289	RZ1	Yes - Hall Village Heritage Precinct	No Deed	
community consultation for this auction may be conducted										

From: [Cassandra Cumberland](#)
To: [Aldridge, Sandra](#); [Bolas, Nyaree](#); [Lewer, Felicity](#)
Subject: LDA Proofs
Date: Thursday, 20 April 2017 8:42:47 AM
Attachments: [image002.jpg](#)
[7419 LDA Mr Fluffy Collateral All homes Auction 6 \(P2\) and Auction 5 19-....pdf](#)
[3742_001.pdf](#)
Importance: High

Hi Felicity, Sandra & Nyaree,
Updated ad with reserves attached. Please also see my marked up changes.
Any changes let me know ASAP.

Thanks

Cassie Cumberland

Assistant Director, Project Marketing

REIA 2016 Awards for Excellence Large Residential Agency of the Year

P 02 6209 1715

M 0412 815 463

GPO Box 1539

CANBERRA CITY ACT 2601

SR_footer



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INNER NORTH, BELCONNEN & HALL AUCTIONS



AUCTION INNER NORTH, BELCONNEN & HALL Thu 25th May 2017

Time: 3pm

Venue:
Ainslie Football Club
Wakefield Ave, Ainslie

Agent:
Cassandra Cumberland
or Wayne Harriden 0412 815 463



8 Palmer Street, Hall

- Quiet and tranquil location
- Spacious 2,029m² block
- 40m wide frontage
- Heritage applies



75 Archibald Street, Lyneham

- Sought after location
- 708m² vacant block
- Northly aspect to front
- Variation 343 applies



28 Moorehouse Street, O'Connor

- Tree-lined street
- Spacious 850m² block
- Northly frontage
- R22 zoning

Suburb	Address	Size (m ²)	Zone
AINSLIE	117 Duffy Street	878	RZ1
AINSLIE	71 Ebdon Street	910	RZ1
CAMPBELL	35 Godfrey Street	1,384	RZ1
EVATT	49 Badenoch Crescent	804	RZ1
FRASER	35 Dunbar Street	2,146	RZ1
FRASER	32 Kerrigan Street	1,151	RZ1
FRASER	21 Rogers Street	1,097	RZ1
FRASER	1 Eddison Place	1,208	RZ1
FRASER	12 Bingley Crescent	1,355	RZ1
GIRALANG	96 Canopus Crescent	803	RZ1

Suburb	Address	Size (m ²)	Zone
GIRALANG	110 Baracchi Crescent	1,018	RZ1
HACKETT	31 Hedley Street	815	RZ1
HALL	6 Loftus Street	1,012	Heritage
HALL	18 Gibbes Street	1,289	Heritage
LATHAM	10 Want Place	885	RZ1
LATHAM	91 Macrossan Crescent	985	RZ1
PAGE	17 Neumayer Street	701	RZ1
REID	72 Coranderrk Street	1,321	Heritage
SPENCE	6 Wallis Place	824	RZ1

AVAILABLE BLOCKS

The following blocks are now available for purchase

For more information please contact:
Cassandra Cumberland 0412 815 463 or
Sheryll Mangubat 0475 075 375

Suburb	Address	Size (m ²)	Zone	Price
FLYNN	24 Schwarz Place	1,337	RZ1	\$580,000
FLYNN	17 Willyama Place	860	RZ1	\$425,000
FLYNN	18 Willyama Place	900	RZ1	\$450,000
GIRALANG	7 Kinalung Place	822	RZ1	\$490,000
HOLT	26 Cazaly Close	645	RZ1	\$360,000
HOLT	96 Spofforth Street	703	RZ1	\$360,000
HOLT	50 Griffiths Street	838	RZ1	\$390,000
HOLT	28 Laycock Place	796	RZ2	\$390,000
MACGREGOR	21 Osburn Drive	816	RZ1	\$380,000

BELCONNEN AUCTIONS

AUCTION BELCONNEN Wed 24th May 2017

Time: 3pm

Venue:
Ainslie Football Club
Wakefield Ave, Ainslie

Agent:
Cassandra Cumberland
or Wayne Harriden 0412 815 463



10 Hedland Circuit, Flynn \$435,000*

- Quiet street loop position
- Level 822m² block
- Easterly frontage
- RZ2 zoning



8 Beaurepaire Crescent, Holt \$400,000*

- 24m frontage
- Spacious 929m² block
- Located close to local amenities
- RZ2 zoning



55 Brownless Street, Macgregor \$440,000*

- Level 961m² block
- 26m wide frontage
- Northly aspect
- Variation 343 applies

Suburb	Address	Size (m ²)	Zone	Reserve*
HOLT	10 Lindrum Crescent	967	RZ2	\$390,000
HOLT	18 Cavill Close	720	RZ1	\$365,000
HOLT	353 Southern Cross Drive	840	RZ1	\$365,000
MACGREGOR	70 Osburn Drive	786	RZ2	\$390,000
MACGREGOR	20 Ballow Crescent	895	RZ1	\$420,000
MACGREGOR	41 Hancock Crescent	979	RZ1	\$425,000
MACGREGOR	19 Hancock Crescent	724	RZ1	\$380,000
MACGREGOR	3 Bowden Crescent	717	RZ1	\$395,000
MACGREGOR	20 Bowden Crescent	727	RZ1	\$407,000
MACGREGOR	21 Beeston Street	1,012	RZ1	\$440,000
MACGREGOR	29 Cumpston Place	1,217	RZ1	\$430,000
MACGREGOR	6 Hayward Street	1,082	RZ1	\$455,000

Suburb	Address	Size (m ²)	Zone	Reserve*
MACGREGOR	15 Sewell Place	1,137	RZ1	\$440,000
MACGREGOR	7 Hone Place	967	RZ1	\$440,000
FLYNN	6 Barber Crescent	909	RZ1	\$470,000
FLYNN	41 Wilkinson Street	929	RZ1	\$475,000
FLYNN	20 Wilkinson Street	847	RZ1	\$470,000
FLYNN	7 Spalding Street	767	RZ1	\$390,000
FLYNN	7 Newland Street	939	RZ1	\$445,000
FLYNN	4 Bingle Street	803	RZ1	\$400,000
FLYNN	25 Huelin Circuit	852	RZ1	\$410,000
FLYNN	49 Spalding Street	838	RZ1	\$425,000
FLYNN	22 Love Street	770	RZ1	\$395,000
FLYNN	43 Crawford Crescent	741	RZ1	\$390,000

AVAILABLE BLOCKS

The following blocks are now available for purchase

For more information please contact:
Cassandra Cumberland 0412 815 463
Sheryll Mangubat 0475 075 375

Suburb	Address	Size (m ²)	Zone	Price
FLYNN	24 Schwarz Place	1,337	RZ1	\$580,000
FLYNN	17 Willyama Place	860	RZ1	\$425,000
FLYNN	18 Willyama Place	900	RZ1	\$450,000
GIRALANG	7 Kinalung Place	822	RZ1	\$490,000
HOLT	26 Cazaly Close	645	RZ1	\$360,000
HOLT	96 Spofforth Street	703	RZ1	\$360,000
HOLT	50 Griffiths Street	838	RZ1	\$390,000
HOLT	28 Laycock Place	796	RZ2	\$390,000
MACGREGOR	21 Osburn Drive	816	RZ1	\$380,000

*The reserve is the minimum price the block will be sold for

From: [Aldridge, Sandra](#)
To: [Cassandra Cumberland](#); [Sheryll Mangubat](#)
Cc: [Bolas, Nyaree](#)
Subject: updated GSI and draft crown leases [SEC=UNCLASSIFIED]
Date: Thursday, 20 April 2017 4:26:05 PM
Attachments: [1. Precedent General Sales Information for Public Auction 5 May 2017 - Independent.pdf](#)
[image001.png](#)
[1. Precedent General Sales Information for Public Auction 6 May 2017 - Independent.pdf](#)
[Auction 5 Day Checklist Independent \(A13171992\).pdf](#)
[Auction 6 Day Checklist Independent \(A13171992\).pdf](#)
[Contract Schedules for Hall blocks x 3.pdf](#)
[Utility Service SC.pdf](#)
[Residential Asbestos lease - no restriction on transfer \(3\).pdf](#)

Hello Cass

As we discussed please find attached the following documentation replacing those you have.

1. GSI for blocks with published reserves – Auction 5
2. GSI for blocks in the auction with HALL – Auction 6
3. Checklists – 5 and 6
4. Contract for sale with special conditions. Auction 6 – Hall blocks
5. Draft crown lease for RZ2 blocks. All RZ2 blocks.

Regards

Sandra

Sandra Aldridge

Sales Manager Acquisitions, Demolition and Sales | Phone: 02 6205 0571

Asbestos Response Taskforce | Environment, Planning and Sustainable Development Directorate | ACT Government

Level 2, 221 London Circuit Canberra ACT 2601 | GPO Box 158 Canberra ACT 2601 |

www.asbestostaskforce.act.gov.au | www.environment.act.gov.au | www.planning.act.gov.au

Asbestos Response Taskforce Logo FA



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GENERAL SALES INFORMATION

SCHEDULE OF KEY DATES AND REQUIREMENTS

Land	Suburb	Section	Block	Address	DP Size	LandUse
	CAMPBELL	54	18	35 Godfrey Street	1384	RZ1
	REID	31	3	72 Coranderrk Street	1321	RZ1
	AINSLIE	86	31	117 Duffy Street	878	RZ1
	HALL	1	2	8 Palmer Street	2029	RZ1
	HALL	4	11	6 Loftus Street	1012	RZ1
	HALL	8	11	18 Gibbes Street	1289	RZ1
	LYNEHAM	35	28	75 Archibald Street	708	RZ1
	HACKETT	9	5	31 Hedley Street	815	RZ1
	FRASER	56	14	35 Dunbar Street	2146	RZ1
	LATHAM	6	7	10 Want Place	885	RZ1
	FRASER	46	25	32 Kerrigan Street	1151	RZ1
	FRASER	43	17	21 Rogers Street	1097	RZ1
	PAGE	12	13	17 Neumayer Street	701	RZ1
	FRASER	32	2	1 Eddison Place	1208	RZ1
	GIRALANG	73	4	96 Canopus Crescent	803	RZ1
	FRASER	32	4	12 Bingley Crescent	1355	RZ1
	LATHAM	11	2	91 Macrossan Crescent	985	RZ1
	SPENCE	49	9	6 Wallis Place	824	RZ1
	EVATT	45	7	49 Badenoch Crescent	804	RZ1
	GIRALANG	5	12	110 Baracchi Crescent	1018	RZ1
	AINSLIE	21	2	71 Ebdon Street	910	RZ1
	O'Connor	52	6	28 Moorhouse Street	847	RZ2
Auction Date:	Thursday 25 May 2017					
Auction Time:	3pm					
Inspection	By appointment with the Sales Agent					
Registration Closing Time:	prior to the commencement of each scheduled auction					
Auction Location:	Conference Centre, Exhibition Park in Canberra (EPIC)					
Sales Agent:	Independent Property Group					
Sales Agent Contact Details:	Cassandra Cumberland 6209 1715 0412 815 463					
Sales Documentation:	Draft Contracts for Sale; Auction Registration Form; Appointment of Agent Form; Auction Checklist; Background Documentation; any addenda, supplementary information or questions and answers issued in					

GENERAL SALES INFORMATION

	relation to the Sales Documentation																								
Background Documentation	<i>Planning for Bushfire Risk Mitigation General Code March 2008</i>																								
Period for the end of exclusive negotiation period:	12pm Friday 26 May 2017																								
All questions must be received by the Sales Agent before:	Wednesday 17 May 2017																								
Fencing Contractor:	TBA																								
Further Information:	<p>“ Special Conditions are applicable to the following;”</p> <table border="1"> <thead> <tr> <th>Suburb</th> <th>Section</th> <th>Block</th> <th>Address</th> <th>DP Size</th> <th>LandUse</th> </tr> </thead> <tbody> <tr> <td>HALL</td> <td>1</td> <td>2</td> <td>8 Palmer Street</td> <td>2029</td> <td>RZ1</td> </tr> <tr> <td>HALL</td> <td>4</td> <td>11</td> <td>6 Loftus Street</td> <td>1012</td> <td>RZ1</td> </tr> <tr> <td>HALL</td> <td>8</td> <td>11</td> <td>18 Gibbes Street</td> <td>1289</td> <td>RZ1</td> </tr> </tbody> </table>	Suburb	Section	Block	Address	DP Size	LandUse	HALL	1	2	8 Palmer Street	2029	RZ1	HALL	4	11	6 Loftus Street	1012	RZ1	HALL	8	11	18 Gibbes Street	1289	RZ1
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HALL	1	2	8 Palmer Street	2029	RZ1																				
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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 words are described in the Schedule above and the following:

Australian Capital Territory means the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988 (Cth)*;

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 9 below;

Authority means the ACT Planning and Land Authority;

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

Block means a block specified in the Schedule which is the subject of this Auction;

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

Contract for Sale means the contract for the purchase of a grant of Lease for a Block 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 Contracts for Sale;

Lease means a crown lease substantially in the form of the specimen lease at Annexure A of the Contracts for Sale;

Registrant means the person listed as such on each of the Auction Registration Form;

Schedule means the schedule of Key Dates and Requirements in this document;

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;

Unapproved Structure has the meaning specified in the *Civil Law (Sale of Residential Property) Act 2003 (ACT)*; and

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

PART A – FROM REMOVAL TO RENEWAL

1. INTRODUCTION

- 1.1 Over the next four years, an unprecedented number of residential blocks in established areas will become available for purchase from the ACT Government across fifty six suburbs, through the resale of remediated blocks under the Loose Fill Asbestos Eradication Scheme.
- 1.2 The ACT Government, through the Asbestos Response Taskforce, is responsible for the sales process of residential blocks resulting from the Buyback and Demolition Program.
- 1.3 The sale of the Land at the Auction forms part of the ACT Government's Suburban-Residential renewal program.
- 1.4 Information about the scheme can be found at <http://www.asbestostaskforce.act.gov.au>.

2. DEMOLITION

- 2.1 The ACT Government has undertaken demolition activity in a coordinated way to ensure the program is delivered safely, efficiently and effectively.
- 2.2 The demolition process was undertaken safely by experienced licensed asbestos removalists and assessors and demolition contractors and was tightly regulated by Worksafe ACT.
- 2.3 The following has been completed by the ACT Government:
 - a) the Seller has completed the Demolition Works except for the Demolition Works to be Completed specified in the Schedule; and
 - b) a Deregistration Statement has been issued and the Land has been removed as an Affected Property from the Registers.
- 2.4 A Contour and Detail Survey will be provided on Completion.
- 2.5 The Demolition Works include:
 - a) the demolition and removal of the Dwelling except for the Retained Improvements pursuant to the Contract;
 - b) the removal of all temporary services, plant, facilities, amenities and protection in the ACT Government's sole and absolute discretion;
 - c) the decommission of all services to the Dwelling;
 - d) the removal of all rubbish, surplus materials, plant and equipment from the Land caused by the demolition of the Dwelling, to leave the Land in a clean and tidy condition;
 - e) scraping soil from the footprint of the Dwelling (as required); and
 - f) the implementation of sediment control measures, at the ACT Government's sole and absolute discretion.
- 2.6 If the Schedule to the Contract specifies Demolition Works to be Completed those Demolition Works will be completed by Completion. Any items specified in the Demolition Works to be Completed do not form part of the Retained Improvements.

GENERAL SALES INFORMATION

- 2.7 A Deregistration Statement means a statement issued by the ACT Government's delegate requiring the removal of the Land as an Affected Property from the Registers, following receipt of:
- a) all asbestos removal clearance certificates prepared by a licensed asbestos assessor (one of which must be a post demolition asbestos removal clearance certificate);
 - b) a site soil validation report prepared either by a licensed asbestos assessor or by a contaminated sites auditor; and
 - c) a Certificate of Completion (of Demolition) issued by the Construction Occupations Registrar.
- 2.8 The Deregistration Statement is annexed to the Contract. Further, if the Historical Title Search does not specify that the Land is on the Affected Property register, then this is evidence that it has been removed, otherwise it would be listed as an Administrative Interest on that search.

3. RETAINED IMPROVEMENTS

- 3.1 There may be Retained Improvements (including all plants, shrubs and other vegetation) on the Blocks. By participating in the Auction, Registrants agree that:
- a) the ACT Government is under no obligation to maintain the Retained Improvements from the date of the Contract to Completion;
 - b) the Retained Improvements may have been damaged, destroyed or otherwise diminish in value by the Demolition Works or otherwise (including, but not limited, to the forces of nature) at the Date of this Contract or prior to Completion, and in that event the ACT Government is under no obligation to repair or replace those Retained Improvements prior to Completion;
 - c) the Retained Improvements may include Unapproved Structures; and
 - d) the value of the Retained Improvements are included in the Price.

4. TEMPORARY FENCING

- 4.1 Temporary fencing is erected on each Block following demolition for security and safety purposes. The Taskforce has arranged for temporary fencing to remain on the Block following settlement. Buyers are required to provide a Temporary Fencing Notice prior to settlement indicating whether they require the Temporary Fencing to be removed by the ACT Government.
- 4.2 The relevant fencing contractor's name is in the Schedule.
- 4.3 It is the Buyer's responsibility to contact the fencing contractor and enter into a contract for the Temporary Fencing to remain on the Land, otherwise it is anticipated that it will be removed within 10 Working Days following settlement. This allows sufficient time for homeowners to contact the fencing contractor (if they wish) to take over the contract for that fencing. Buyers have no obligation to use that fencing contractor and may make their own arrangements.

5. SWIMMING POOLS

By participating in the Auction, Registrants acknowledge and agree that if a swimming pool does not form part of the Retained Improvements and has been or will be removed:

- a) it may not be filled, and will only be filled at the Seller's sole and absolute discretion; and.
- b) if filled, the fill will be uncontrolled fill pursuant to Australian Standard AS 2870-2011 ("Uncontrolled Fill").

It is recommended that the Buyer has the site examined by an appropriate engineer, such as a Geotechnical Engineer, to determine the bearing capacity of the founding material and appropriate reinforced concrete footing and slab design in accordance with AS2870-2011.

6. BUSHFIRE AREAS

Bushfire mitigation measures may require buildings to be constructed to additional standards. Part 3.7.4 of the National Construction Code Series Volume 2 2015 "Bushfire Areas" may require buildings to be constructed in accordance with Australian Standard 3959 -2009.

PART B – AUCTION INFORMATION

7. AUCTION DETAILS

- 7.1 The Auction for the Land will be on the time, date and location specified in the Schedule. There will be separate Auctions for each Block.
- 7.2 Inspection of each Block is by appointment with the Sales Agent specified in the Schedule and on the conditions specified by the Sales Agent.

8. COMMUNICATION

- 8.1 All enquiries are to be forwarded in writing to the Sales Agent specified in the Schedule who will direct your enquiry to the Territory for a response.
- 8.2 The preferred method of contact is via email.
- 8.3 The information provided in the answers to questions will be provided by Territory agencies with the required expertise. The Territory makes no warranty or representation as to the accuracy or completeness of the information provided by other agencies.
- 8.4 If the Territory 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, Territory will refer that prospective buyer to the Sales Documentation and the Background Documentation.
- 8.5 All questions must be received by the Sales Agent before the time specified in the Schedule. Questions received after this time may not be responded to.
- 8.6 The Territory may clarify or amend the Sales Documents at any time prior to the Auction.

GENERAL SALES INFORMATION

8.7 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.

9. REGISTRATION AND BIDDING AT THE AUCTION

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

- a) complete and lodge with the Territory an Auction Registration Form prior to the Registration Time specified in the Schedule;
- b) 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);
- c) identify the Bidder who must produce at the time of registration photographic identification in the form of;
 - (iii) a valid Australian Driver's Licence; or
 - (iv) a passport together with a card or document that shows the Bidder's address;
- d) provide evidence of the Territory'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;
- e) obtain a bidders number.

9.2 The Territory reserves the right to refuse any Auction Registration Form in its sole and absolute discretion.

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

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

10. AUCTION CONDITIONS

10.1 The following standard auction conditions apply to this Auction:

- a) no bids may be made by or on behalf of the Territory on the Land;
- b) each person bidding must be entered on the bidder's record;
- c) the auctioneer may refuse any bid;
- d) the auctioneer may decide the amount by which the bidding is to be advanced;
- e) the auctioneer may withdraw the Land or any part of it from sale at any time;
- f) the auctioneer may refer a bid to the Territory at any time before the end of the Auction;

GENERAL SALES INFORMATION

- g) the Auctioneer may place bidding on hold at any point during the Auction;
- h) 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;
- i) if there is a dispute about a bid, the auctioneer is the sole arbiter and the auctioneer's decision is final;
- j) the sale is subject to a reserve price unless the auctioneer announces otherwise;
- k) the highest recorded Bidder will be the Buyer subject to the reserve price;
- l) if any part of the Land is passed in below the reserve price, the Territory must first negotiate with the highest Bidder on that part of the Land for the purchase of the Land; and
- m) the Buyers must sign the Contracts for Sale and pay the first instalment of the deposits immediately after the fall of the hammer.

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

11. EXCHANGE OF CONTRACTS

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

- a) execute and exchange the Contract for Sale with the Territory; and
- b) pay the first instalment of the deposit being 5% of the Price by cheque (or 10% by deposit bond or Bank Guarantee)..

11.2 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).

11.3 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.

12. FAILURE TO REACH RESERVE PRICE

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

12.2 The highest Bidder should complete the written notification in the form attached at schedule A of this general sales information immediately after the conclusion of the Auction to indicate its intention to either negotiate or not to negotiate on the sale of the Land.

12.3 The period for negotiation will end at the time specified in the Schedule.

12.4 If the highest Bidder:

- a) fails to notify the Territory of its intention to negotiate within a reasonable time;

GENERAL SALES INFORMATION

- b) notifies the Territory that it does not wish to negotiate with the Territory regarding the relevant part of the Land; or
- c) notifies the Territory that it wishes to negotiate and an agreement is not reached by the time and date specified in this 12.3 of this general sales information,

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

PART C – GENERAL INFORMATION

13. SALES DOCUMENTATION

- 13.1 The Sales Documentation is provided for information only.
- 13.2 The Territory 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.
- 13.3 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.
- 13.4 Potential Buyers should review all of the Sales Documentation and seek any necessary legal, financial and planning advice prior to sale.

14. BACKGROUND DOCUMENTATION

- 14.1 The Background Documentation provided by the Territory is listed in the Sales Documentation for the Land under the heading of "Background Documentation". Any alterations will be issued as addenda or supplementary information.
- 14.2 The Background Documentation is being made available by the Territory for information purposes only. The Territory makes no warranty or representation as to the accuracy or completeness of the Background Documentation and does not purport to adopt any of the statements or representations in any of the Background Documentation as its own statements or representations.
- 14.3 Potential Buyers should note that the reports in the Background Documentation may refer to uses that are not permitted in the Crown Lease. Potential Buyers should refer to the Specimen Crown Lease for the permitted uses of the Land.

15. RESTRICTIONS ON DEALINGS

Restrictions apply in respect of dealings with the Land. Those restrictions are set out in the Lease.

16. SPECIMEN LEASES

- 16.1 The Leases are only specimens and are subject to change following the date of the Contracts for Sale for the Land.

GENERAL SALES INFORMATION

- 16.2 The Territory confirms that the permitted uses specified in the Leases will not be amended following the date of the Contracts for Sale for the relevant part of the Land.

17. PLANNING AND OTHER APPROVAL

The Buyers acknowledge that entering into the Contract for Sale and the offer of the Lease or grant of the Lease 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.

18. REGRADING, FILL AND OTHER DISABILITIES

It is a condition of the Contracts for Sale that the Buyers will not be entitled to raise any objection, requisition or claim compensation against the Commonwealth, the Territory 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 Territory or their servants or agents or by previous owners of the Land, or otherwise.

19. RELEASE OF BUYER DETAILS

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 for the purposes of transparency.

20. SETTLEMENT OF SALE

- 20.1 Unless otherwise agreed by the Territory, settlement of the Contract for Sale will take place at the ACT Law Society Settlements Room on the Date for Completion specified in the Contract for Sale.
- 20.2 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 cheque payable to the "CMTEDD Land Sales" in accordance with the Contract for Sale.
- 20.3 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.

21. STAMP DUTY

- 21.1 Duty will be payable by the Buyers on the purchase of the Leases.
- 21.2 Duty on the Lease is payable on the consideration paid or the unencumbered value of the Land (whichever is the greater).
- 21.3 The Buyers should lodge all documents required for the assessment of duty with the ACT Revenue Office and pay duty by the date which is the earlier of:
- a) 90 days from the date of execution of the Contract for Sale (date on which the first instalment of the deposit was paid); and

b) the Date for Completion.

22. ISSUE OF LEASES

- 22.1 The Authority will use the Buyers' details on the Contracts for Sale to prepare the Leases for each 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 Buyers.
- 22.2 The Territory will forward the Leases to the Buyers at least 10 Working Days prior to the Date for Completion.
- 22.3 The commencement date of each of the Leases will be the date that the Lease is granted.

23. REGISTRATION OF LEASE

- 23.1 Following completion of the sale, the Buyers must register the Lease with the Office of Regulatory Services.
- 23.2 The Buyers will be responsible for any fees associated with registration of the Lease. These fees are payable at the time of lodgement for registration directly to:
- Office of Regulatory Services
255 Canberra Avenue
FYSHWICK ACT 2609

General Enquiries: (02) 6207 3000

24. GOODS AND SERVICES TAX (GST)

GST will be payable in accordance with the Contracts for Sale.

25. RATES AND LAND TAX

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

26. DEVELOPMENT AND BUILDING APPROVAL PROCESS

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.actpla.act.gov.au.

27. SERVICE PROVIDERS

- 27.1 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.

28. LAWS OF THE AUSTRALIAN CAPITAL TERRITORY

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.

29. CONTACT LIST

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

Meyer Vandenberg:	(02) 6279 4444
ACT Revenue Office:	(02) 6207 0028
ActewAGL Corporation:	13 14 93
Icon Water:	(02) 6248 3111
Office of Regulatory Services:	(02) 6207 3000
Authority:	(02) 6207 1923
Territory and Municipal Services Directorate:	13 22 81

SCHEDULE A

NOTIFICATION OF INTENTION TO NEGOTIATE BY HIGHEST BIDDER

highest bidder to indicate intention and sign below

INTENTION TO NEGOTIATE

In accordance with paragraph 12.2 of the general sales information, this is my written notification to the Territory that I intend to negotiate further with the Territory in relation to the purchase of the Land.

I understand that:

- (a) the period for negotiation will end **12pm Friday 26 May 2017**.
- (b) if an agreement is not reached within the Negotiation Period then the further use or sale of the Land will be at the Territory's sole and absolute discretion; and
- (c) that the Sales Documentation and conditions of auction specified in the general sales information will continue to apply for the duration of the Negotiation Period and if an agreement is reached, as if the Land was sold at Auction.

INTENTION NOT TO NEGOTIATE

In accordance with paragraph 12.2 of the general sales information, this is written notification to the Territory that I do not intend to negotiate any further with the Territory in relation to the purchase of the Land.

I understand that by signing this form I waive my right as the highest bidder to exclusive negotiation on the Land until **12pm Friday 26 May 2017**.

Auction Date:.....

Land:

Name:.....

Signature:.....

Date:.....

If Highest Bidder is Company, Position in Company:.....

Phone Number:

Auction Day Checklist

Suburban Residential Auction May 2017 Inner North, Inner South and Belconnen Sites

To register:

Register at Independent online or print the registration form included in the Sales Package, and complete it. Email your registration form to ccu@independent.com.au or post to Independent Property Canberra, 91 Northbourne Ave, Turner ACT 2612. If you are appointing an Agent to act for you on Auction Day you will need to print and complete the Appointment of Agent form (please see more information at the bottom of this page).

Auction Time – 3pm Thursday 25 March 2017

The Auction will be held at **Ainslie Football Club, Ainslie ACT 2602**.
Please arrive 30 minutes prior to auction.

Before you arrive:

Arrange a 5% deposit cheque made out to **Land Sales** for the maximum amount you are prepared to bid.

Make a list of your block choices in order of preference.

On Arrival:

Bring your identification with you.

Confirm Auction attendance and registration with the authorised Independent Property staff member.

Collect your Bidder's number.

What to bring:

Proof of identification and address (e.g. driver licence or passport).

Deposit of 5% by cheque or 10% bond or bank guarantee for the appropriate amount.

Bank cheques, bank guarantees, deposit bonds and EFTPOS will be accepted.

If you are using EFTPOS you need to make sure your bank's daily limit will allow full payment of deposit.

CASH WILL NOT BE ACCEPTED.

If you are sending someone to act as your Agent:

In addition to the above items, your Agent must bring with them the following:

An original completed Appointment of Agent Form (included in the Sales Package).

Identification (ID) for you and the Agent (the registrant's ID may be photocopied).

For further information email ccu@independent.com.au
or call Independent Property Group Canberra on
0475 075 375

SPECIAL CONDITION

1 UTILITY SERVICE CONNECTION

- 1.1 The Seller provides no warranty or representation as to the condition, connection or status of the Utility Service ("Utility Status") on the Land.
- 1.2 The Buyer agrees and acknowledges that the Price is inclusive of the Utility Status on the Land.
- 1.3 The Buyer acknowledges and agrees that the Land may be subject to additional costs and non-standard charges with respect to obtaining Utility Services to the Land.
- 1.4 Notwithstanding clause 13, the Buyer must make its own enquiries and conduct its own due diligence with respect to the Utility Status on the Land.
- 1.5 The Buyer may make no claim, requisition, objection, delay Completion or rescind or terminate this Contract in respect of any matter set out in special condition 1.
- 1.6 This special condition does not merge on Completion.

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

Entered in Register Book Vol.....Folio.....

AUSTRALIAN CAPITAL TERRITORY
Planning and Development Act 2007

Australian Capital Territory (Planning and Land Management) Act 1988 (C'th) ss 29, 30 & 31

LEASE GRANTED pursuant to the Planning and Development Act 2007 and the Regulations made under that Act on the _____ day of _____ Two thousand and _____ WHEREBY THE PLANNING AND LAND AUTHORITY (“the Authority”) ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA (“the Commonwealth”) in exercising its functions grants to _____ of _____ in the Australian Capital Territory number of shares/tenants in common/joint tenants (“the Lessee”) ALL THAT piece or parcel of land situate in the Australian Capital Territory containing an area of _____ square metres or thereabouts and being **Block Section Division of** _____ as delineated on **Deposited Plan Number** _____ in the Registrar-General’s Office at Canberra in the said Territory (“the land”) RESERVING unto the Territory all minerals and the right to the use, flow and control of ground water under the surface of the land TO HOLD unto the Lessee for the term of ninety nine years commencing on the _____ day of _____ **Two thousand and** _____ (“the date of the commencement of the lease”) to be used by the Lessee for the purpose set out in Clause 2(f) of this lease only YIELDING AND PAYING THEREFOR during the said term rent at the rate of five cents per annum if and when demanded and UPON AND SUBJECT TO the covenants conditions and agreements contained in this lease.

1. IN THIS LEASE unless the contrary intention appears:

- (a) “Authority” means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) “building” means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the land;
- (c) “class” for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;
- (d) “dual occupancy housing” means the use of land that was originally used or leased for the purposes of single dwelling housing for two dwellings;
- (e) “dwelling”:
 - (i) means a class 1 building, or a self-contained part of a class 2 building, that:
 - (A) includes the following that are accessible from within the building, or the self-contained part of the building:
 - (1) not more than 2 kitchens;
 - (2) at least 1 bath or shower;
 - (3) at least 1 toilet pan; and
 - (B) does not have access from another building that is either a class 1 building or the self-contained part of a class 2 building; and
 - (ii) includes any ancillary parts of the building and any class 10a buildings associated with the building;

- (f) "Lessee" shall:
 - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
 - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (g) "multi-unit housing" means the use of land for more than one dwelling and includes but is not limited to dual occupancy housing;
- (h) "premises" means the land and any building or other improvements on the land;
- (i) "single dwelling housing" means the use of land for residential purposes for a single dwelling only;
- (j) "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 (C'th);
- (k) words in the singular include the plural and vice versa;
- (l) words importing one gender include the other genders;
- (m) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

- (a) That the Lessee shall pay to the Authority at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;
- (b) That the Lessee shall within twenty four (24) months from the date of the commencement of the lease or within such further time as may be approved in writing by the Authority complete the erection of a dwelling (with necessary and usual outbuildings and fences) on the land at a cost not less than the sum of one hundred and eighty thousand dollars (\$180,000) and in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority and in accordance with every Statute Ordinance or Regulation applicable to such development;
- (c) That the Lessee shall within twenty four (24) months from the date of the commencement of the lease or within such further time as may be approved in writing by the Authority provide facilities on the land to a standard acceptable to the Authority to enable electrical and telephone cables and wires to be installed underground;

- (d) That the Lessee shall at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Authority;
- (e) That the Lessee shall not without the previous approval in writing of the Authority, except where exempt by law, erect any building, or make any structural alterations to any building, on the land;
- (f) To use the land for the purpose of:
 - (i) single dwelling housing; or
 - (ii) where permitted by the Territory Plan multi-unit housing of not more than two (2) dwellings;

(g) That:

- (i) the Authority, on behalf of the Commonwealth, grants over that part of the land identified as a services easement on the Deposited Plan an easement ("Easement") in favour of the relevant provider (referred to as the "service provider");
- (ii) the service provider may:
 - (A) provide, maintain and replace services supplied by that service provider through the land within the site of the Easement; and
 - (B) do anything reasonably necessary for that purpose, including without limitation:
 - (1) entering or passing through the land;
 - (2) taking anything on to the land; and
 - (3) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;
- (iii) in exercising the powers in Clause 2(g)(ii), the service provider must take all reasonable steps to:
 - (A) ensure that the work carried out on the land causes as little disruption, inconvenience and damage as is practicable; and
 - (B) ensure that the land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;
- (iv) Clause 2(g)(iii)(B), does not require the service provider to restore:
 - (A) the land to a condition that would result in:
 - (1) an interference with:
 - (i) any service on or through the land; or
 - (ii) access to any service on or through the land; or

- (2) a contravention of a law of the Territory; or
 - (B) any building or structure placed or constructed on any part of the land comprising the Easement;
 - (v) the Lessee must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the land comprising the Easement UNLESS written advice from the service provider is obtained;
 - (vi) for the purposes of the Easement, "services", includes, without limitation, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewerage; and
 - (vii) nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law;
- (h) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
- (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 - (ii) to which the Tree Protection Act 2005, applies;
- (j) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the premises the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the land is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter the premises and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;
- (k) Subject to the provisions of the Planning and Development Act 2007 to permit any person or persons authorised by the Authority to enter and inspect the premises at all reasonable times and in any reasonable manner;
- (l) To pay all rates and charges and other statutory outgoings assessed levied or payable in respect of the premises as and when they are due for payment.

3. IT IS MUTUALLY COVENANTED AND AGREED as follows:

- (a) That if:
 - (i) a dwelling in accordance with Clause 2(b) of this lease is not completed within the period specified in the said Clause; or
 - (ii) services in accordance with Clause 2(c) of this lease are not completed within the period specified in the said Clause; or

- (iii) after completion of a dwelling as aforesaid the said land is at any time not used for a period of one year for the purpose for which this lease is granted; or
- (iv) the Lessee shall fail to observe or perform any other of the covenants contained in this lease on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Authority specifying the nature of such breach

the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;

- (b) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 3(a) (i), (ii), (iii) or (iv) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clauses;
- (c) Subject to the Lessee paying all money required to be paid under the provisions of the Planning and Development Act 2007 the Lessee shall be entitled to a further lease of the land for such further term and at such rent and subject to such conditions as may then be provided or permitted by Statute Ordinance or Regulation;
- (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the land or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the premises;
- (e) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

IN WITNESS whereof the Authority on behalf of the Commonwealth and the Lessee have executed this lease.

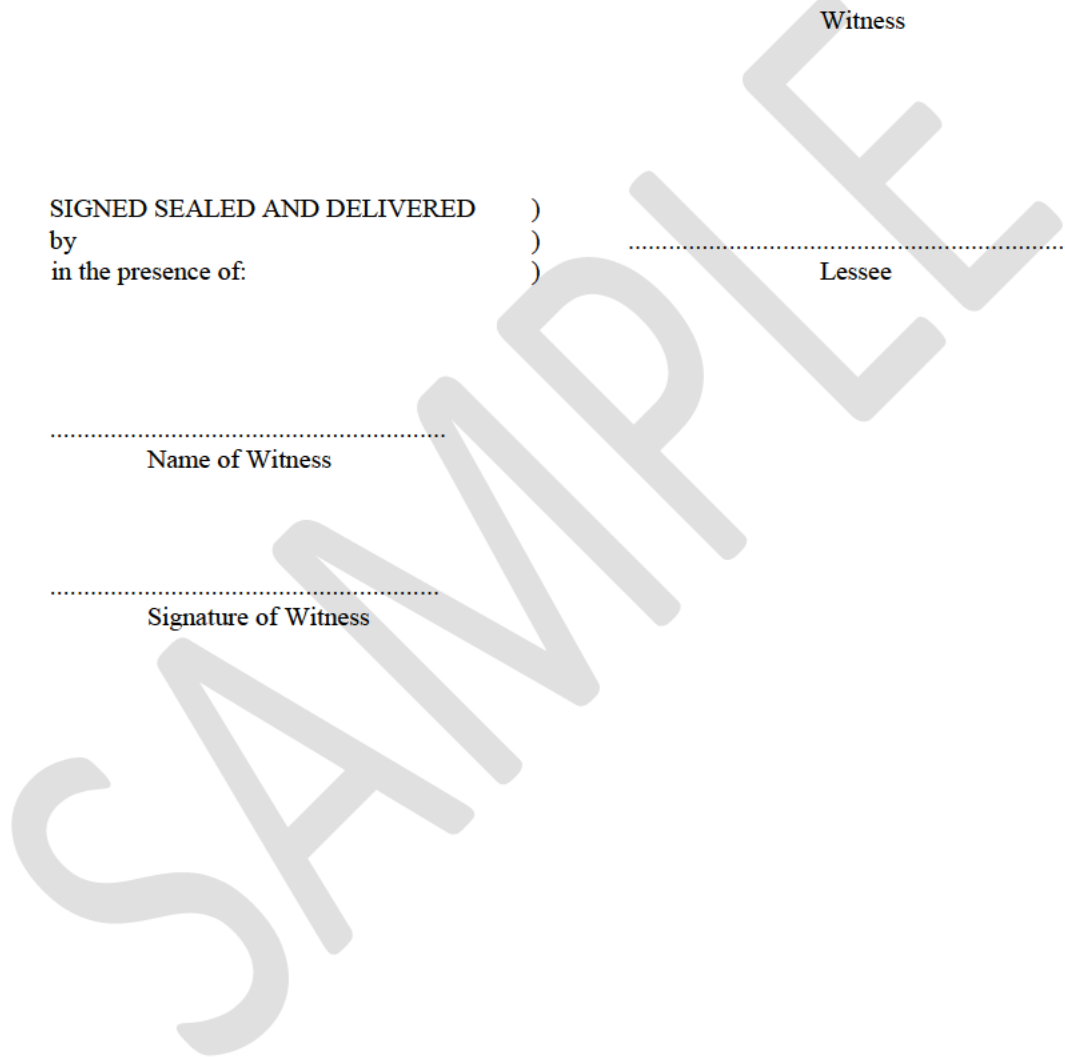
Signed by)
a delegate authorised to execute this lease)
on behalf of the Commonwealth in the) Delegate
presence of)

.....
Witness

SIGNED SEALED AND DELIVERED)
by)
in the presence of:) Lessee

.....
Name of Witness

.....
Signature of Witness



THE TERRITORY

LAND AUCTION

HELD ON Thursday 25 May 2017

AT

AINSLIE FOOTBALL CLUB, AINSLIE

AUCTIONEERS OPENING STATEMENT

Good afternoon ladies and gentlemen, welcome to today's auction.

At this afternoon's auction, Independent Property Group, on behalf of the Territory will be offering remediated Single residential dwelling or potential dual occupancy RZ1 and RZ2 blocks under the Loose Fill Asbestos Insulation Eradication Scheme.

A Deregistration Statement has been issued and the blocks have been removed from the Register of Affected Residential Premises.

The Blocks offered today are subject to Undisclosed Reserve Prices and to the terms and conditions contained in the Auction Documentation and any addenda or changes that have been notified.

By participating in the Auction, registrants warrant that they have made their own enquiries regarding the Land, its value and its suitability for development and have not bid in reliance of the material included in the Auction Documentation.

The following standard conditions apply to this Auction:

1. No bids may be made for the seller of the property.
2. Each person bidding must be entered on the bidders' 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 property from sale at any time.
6. The Auctioneer may refer a bid to the seller at any time before the end of the auction.

7. The Auctioneer may place bidding on hold at any point during the Auction.
8. If there is a dispute about a bid, the Auctioneer may resubmit the property for sale at the last undisputed bid or start the bidding again.
9. If there is a dispute about a bid, the Auctioneer is the sole arbiter and the Auctioneer's decision is final.
10. The sale is subject to a reserve price unless the Auctioneer announces otherwise.
11. The highest recorded bidder will be the buyer, subject to any reserve price.
12. If a reserve price has been set for the property and the property is passed in below the reserve price, the seller must first negotiate with the highest bidder for the purchase of the property.
13. The buyer must sign the contract and pay the first instalment of the deposit immediately after the fall of the hammer.

Bidding

Bids will only be accepted from people who have registered prior to the commencement of the auction and have been issued with a bidder's number. When bidding, please hold up your bidder's number. All bids are GST inclusive.

If the reserve price is not achieved, the highest bidder will have an exclusive negotiation period until 12 noon tomorrow.

The auction will now commence.

Block 5 Section 9 Hackett (31 Hedley Street)

Reserve \$

Sold Price \$

Block 31 Section 86 Ainslie (117 Duffy Street)

Reserve \$

Sold Price \$

Block 2 Section 21 Ainslie (71 Ebdon Street)

Reserve \$

Sold Price \$

Block 3 Section 31 Reid (72 Coranderrk Street)

Reserve \$

Sold Price \$

Block 9 Section 49 Spence (6 Wallis Place)

Reserve \$

Sold Price \$

Block 14 Section 56 Fraser (35 Dunbar Street)

Reserve \$

Sold Price \$

Block 25 Section 46 Fraser (32 Kerrigan Street)

Reserve \$

Sold Price \$

Block 17 Section 43 Fraser (21 Rogers Street)

Reserve \$

Sold Price \$

Block 2 Section 32 Fraser (1 Eddison Place)

Reserve \$

Sold Price \$

Block 4 Section 32 Fraser (12 Bingley Crescent)

Reserve \$

Sold Price \$

Block 7 Section 45 Evatt (49 Badenoch Crescent)

Reserve \$

Sold Price \$

Block 4 Section 73 Giralang (96 Canopus Crescent)

Reserve \$

Sold Price \$

Block 12 Section 5 Giralang (110 Baracchi Crescent)

Reserve \$

Sold Price \$

Block 13 Section 12 Page (17 Neumayer Street)

Reserve \$

Sold Price \$

Block 2 Section 11 Latham (91 Macrossan Crescent)

Reserve \$

Sold Price \$

Block 7 Section 6 Latham (10 Want Place)

Reserve \$

Sold Price \$

Block 18 Section 54 Campbell (35 Godfrey Street)

Reserve \$

Sold Price \$

Block 11 Section 4 Hall (6 Loftus Street)

Reserve \$

Sold Price \$

Block 11 Section 8 Hall (18 Gibbes Street)

Reserve \$

Sold Price \$

Block 2 Section 1 Hall (8 Palmer Street)

Reserve \$

Sold Price \$

Block 28 Section 35 Lyneham (75 Archibald Street)

Reserve \$

Sold Price \$

Block 6 Section 52 O'Connor (28 Moorhouse Street)

Reserve \$

Sold Price \$

Statement Read by: _____

Signed _____

From: [Cassandra Cumberland](#)
To: [Aldridge, Sandra](#); [Lewer, Felicity](#); [Bolas, Nyaree](#)
Cc: [Sheryll Mangubat](#)
Subject: Hall Resi Blocks Poster
Date: Thursday, 20 April 2017 8:19:52 AM
Attachments: [image001.jpg](#)
[7419_LDA_Mr_Fluffy_Collateral_A4 - FINAL.PDF](#)

Hi Felicity, Sandra & Nyaree,

Please attached the flyer we were looking to put out to the Hall residences, please let me know if you have any questions or changes?

Thanks

Cassie Cumberland

Assistant Director, Project Marketing

REIA 2016 Awards for Excellence Large Residential Agency of the Year

P 02 6209 1715

M 0412 815 463

GPO Box 1539

CANBERRA CITY ACT 2601

SR_footer



Please consider the environment before you print this e-mail or any attachments.

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BLOCKS OF LAND ARE AVAILABLE IN YOUR NEIGHBOURHOOD



Dear Hall Residents,

We would like to advise you of the below blocks going for auction on Thursday 25th May 2017. If you have any questions or concerns, please contact Cassandra Cumberland 0412 815 463 or Sheryll Mangubat 0475 075 375.

Alternatively, you can email us at suburbanresidential@independent.com.au

AVAILABLE BLOCKS



8 Palmer Street, Hall
2,029m² block



6 Loftus Street, Hall
1,012m² block



18 Gibbles Street, Hall
1,289m² block

AUCTION DETAILS

Thu 25th May 2017

Time: 3pm

Venue:

Ainslie Football Club
Wakefield Ave, Ainslie