

The Law Society of the Australian Capital Territory: Contract for Sale

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		and known as				
Seller	Full name					
	ACN/ABN					
	Address					
Seller Solicitor	Firm					
	Email					
	Phone		Ref			
	DX/Address					
Stakeholder	Name					
Seller Agent	Firm					
	Ref					
	Phone		Ref			
	DX/Address					
Restriction on Transfer	<i>Mark as applicable</i>	<input type="checkbox"/> Nil <input type="checkbox"/> section 251 370 <input type="checkbox"/> section 265 280 <input type="checkbox"/> section 298 306 <input type="checkbox"/> section 351				
Land Rent	<i>Mark one</i>	<input type="checkbox"/> Non-Land Rent Lease		<input type="checkbox"/> Land Rent Lease		
Occupancy	<i>Mark one</i>	<input type="checkbox"/> Vacant possession		<input type="checkbox"/> Subject to tenancy		
Breach of covenant or unit articles	Description <i>(Insert other breaches)</i>	As disclosed in the Required Documents and				
Goods	Description					
Date for Registration of Units Plan						
Date for Completion						
Electronic Transaction?		<input type="checkbox"/> No	<input type="checkbox"/> Yes, using Nominated ELN:			
Land Tax to be adjusted?		<input type="checkbox"/> No	<input type="checkbox"/> Yes			
Residential Withholding Tax		New residential premises?		<input type="checkbox"/> No	<input type="checkbox"/> Yes	
		Potential residential land?		<input type="checkbox"/> No	<input type="checkbox"/> Yes	
		Buyer required to make a withholding payment?		<input type="checkbox"/> No	<input type="checkbox"/> Yes <small>(insert details on p.3)</small>	
Foreign Resident Withholding Tax		Relevant Price more than \$750,000.00?		<input type="checkbox"/> No	<input type="checkbox"/> Yes	
		Clearance Certificates attached for all the Sellers?		<input type="checkbox"/> No	<input type="checkbox"/> Yes	

An agent may only complete the details in this black box and exchange this contract. See page 3 for more information.

Buyer	Full name					
	ACN/ABN					
	Address					
Buyer Solicitor	Firm	Ref				
	Email					
	Phone		Ref			
	DX/Address					
Price	Price	\$	(GST inclusive unless otherwise specified)			
	Less deposit	\$	(10% of Price)	<input type="checkbox"/> Deposit by Instalments (clause 52 applies)		
	Balance	\$				
Date of this Contract						

Co-Ownership	<i>Mark one (show shares)</i>	<input type="checkbox"/> Joint tenants		<input type="checkbox"/> Tenants in common in the following shares:		
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Read This Before Signing: Before signing this Contract you should ensure that you understand your rights and obligations. You should read the important notes on page 3. You should get advice from your solicitor.

Seller signature	Buyer signature
Seller witness name and signature	Buyer witness name and signature

(includes graphics)

Seller Disclosure Documents

The following marked documents are attached and form part of this Contract. The Buyer acknowledges that by execution of this Contract the Buyer certifies in writing that the Buyer received the marked documents prior to entering into this Contract.

- Crown lease of the Land (including variations)
- Current certified extract from the land titles register showing all registered interests affecting the Property
- Deposited Plan for the Land
- Energy Efficiency Rating Statement
- Encumbrances shown on the land titles register (excluding any mortgage or other encumbrance to be discharged)
- If there is an encumbrance not shown on the land titles register — a statement about the encumbrance complying with the Civil Law (Sale of Residential Property) Regulations
- Lease Conveyancing Inquiry Documents for the Property
- Building Conveyancing Inquiry Document (except if:
 - the Property is a Class A Unit
 - the residence on the Property has not previously been occupied or sold as a dwelling; or
 - this Contract is an “off-the-plan purchase”))
- Building and Compliance Inspection Report(s) (except if section 9(2)(a)(ii) or section 9(2)(a)(iii) of the Sale of Residential Property Act applies).
- Pest information (except if the property is a Class A Unit or is a residence that has never been occupied): Pest Inspection Report(s).
- [Regulated Swimming Pool documentation required under section 9 \(1\)\(ja\) of the Sale of Residential Property Act \(on and from 1 May 2024\).](#)

If the Property is off-the-plan:

- Proposed plan
- Inclusions list

If the Property is a Unit where the Units Plan ~~has~~ is not registered:

- [Inclusions list](#)
- [Disclosure Statement](#)

If the Property is a Unit where the Units Plan is registered:

- Units Plan concerning the Property
- Current certified extract from the land titles register showing all registered interests affecting the Common Property
- ~~Section 119~~ [Unit Title](#) Certificate
- Registered variations to rules of the Owners Corporation
- (If the Unit is an Adaptable Housing Dwelling) drawings and plans demonstrating compliance with Australian Standard AS 4299-1995 (Adaptable Housing) as in force from time to time
- (If the Owners Corporation is a party to a Building Management Statement) Building Management Statement

If the Property is a Unit where the Units Plan has not registered:

- Proposed Units Plans or sketch plan
- Inclusions list
- The Default Rules
- Details of any contract the Developer intends the Owners Corporation to enter, including:
 - the amount of the Buyer's General Fund Contribution that will be used to service the contract; and
 - any personal or business relationship between the Developer and another party to the contract
- The Developer's estimate, based on reasonable grounds, of the Buyer's General Fund Contribution for 2 years after the Units Plan is registered
- If a Staged Development of the Units is proposed—the proposed Development Statement and any amendment to the statement
- Disclosure Statement

If the Property is a Lot that is part of a Community Title Scheme:

- Section 67 Statement, as first or top sheet
- Community Title Master Plan

- Community Title Management Statement

If the Property is a Lot that will form part of a Community Title Scheme:

- Proposed Community Title Master Plan or sketch plan
- Proposed Community Title Management Statement

GST

- Not applicable
- Input taxed supply of residential premises
- Taxable supply (including new residential premises)
- GST-free supply of going concern
- Margin scheme applies

Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

Damages for delay in Completion – applicable interest rate and legal costs and disbursements amount (see clause 22)

Interest rate if the defaulting party is the Seller	% per annum
Interest rate if the defaulting party is the Buyer	% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$ (GST inclusive)

Tenancy Summary

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

Managing Agent Details for Owners Corporation or Community Title Scheme (if no managing agent, secretary)

Name		Phone	
Address			