



# OPTION FOR GRANT OF CROWN LEASE

Date

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Parties

**SUBURBAN LAND AGENCY  
ABN 27 105 505 367**

**AND**

**XXXXXXXXXXXXXXXXXX  
ACN XXX XXX XXX**

Prepared by

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Final

## **CONTENTS**

1	Interpretation.....	1
2	Consideration and Grants of Option .....	5
3	Duration of Option.....	5
4	Exercise of Call Option .....	5
5.	Binding Agreements .....	6
6.	Call Option Fee.....	7
7.	Caveat .....	7
8.	GST .....	7
9.	Duties.....	8
10.	Notices and other communications.....	8
11.	General.....	8
	SCHEDULE 1 .....	10
	Annexure A – Notice of Exercise of Call Option.....	11
	Annexure B – Contract for Sale .....	12

**PARTIES:**     **SUBURBAN LAND AGENCY ABN 27 105 505 367**, a Territory authority established by section 37 of the *City Renewal Authority and Suburban Land Agency Act 2017* (**Grantor**) and

**XXXXXXXXXXXXXXXXXX** of [INSERT ADDRESS] in the Australian Capital Territory (**Grantee**).

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## **BACKGROUND**

- A.     The Grantee wishes to purchase an option to enter into a contract for the purchase of the Crown Lease in respect of the Premises.
  - B.     The Grantor has agreed to grant to the Grantee an option to acquire the first grant of the Crown Lease on the terms of the Contract.
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**IT IS AGREED** by the parties as follows.

## **1 Interpretation**

### **1.1 Definitions**

The following definitions apply in this Agreement, unless the context otherwise requires.

**Authorised Officer**     means:

- (1)     in the case of the Grantor, the Chief Executive Officer, any person properly delegated by the Chief Executive Officer to carry out the function in questions or an officer whose title contains the word “manager” or a person performing the functions of any of them; and
- (2)     in the case of the Grantee, a director or secretary or any other person appointed by the Grantee to act as an Authorised Officer for the purpose of this deed.

**Business Day**           means a day on which banks are open for general banking business in the capital city of the State or Territory in which the Land is situated (not being a Saturday, Sunday or public holiday in that city).

**Call Option**             means the option granted under **clause 12.1** (“Grant of Call Option”).

**Call Option Expiry**     means the date so described in **Item 5**.

<b>Date</b>	
<b>Call Option Fee</b>	means the amount so described in the <b>Schedule</b> .
<b>Contract for Sale or Contract</b>	means a document in the form of <b>Annexure “B”</b> .
<b>Controller</b>	has the meaning it has in the Corporations Act.
<b>Corporations Act</b>	means the <i>Corporations Act 2001</i> (Cth).
<b>Costs</b>	includes costs, charges and expenses, including those incurred in connection with advisers.
<b>Crown Lease</b>	means the Crown Lease to be granted under the Planning Act for the Premises in accordance with the Contract.
<b>Grantee</b>	means the entity set out in <b>Item 2</b> .
<b>Grantee’s Solicitor</b>	means the firm of solicitors so described in <b>Item 7</b> or, if the Grantor notifies the Grantee that another firm is its solicitor, then that firm.
<b>Grantor</b>	means the entity set out in <b>Item 1</b> .
<b>Grantor’s Solicitor</b>	means the firm of solicitors so described in <b>Item 6</b> or, if the Grantor notifies the Grantee that another firm is its solicitor, then that firm.
<b>GST</b>	has the meaning it has in the GST Act.
<b>GST Act</b>	means the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
<b>GST exclusive market value</b>	has the meaning it has in the GST Act.

**Insolvency**

A person is Insolvent if:

- (1) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act); or
- (2) it is in liquidation, in provisional liquidation, under administration or wound up or has had a Controller appointed to its property; or
- (3) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the Financier); or
- (4) an application or order has been made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a), (b) or (c) above; or
- (5) it is taken (under section 459(F)(1) of the Corporations Act) to have failed to comply with a statutory demand; or
- (6) it is the subject of an event described in section 459(C)(2)(b) or section 585 of the Corporations Act (or it makes a statement from which the Grantor reasonably deduces it is so subject); or
- (7) it is otherwise unable to pay its debts when they fall due; or
- (8) something having a substantially similar effect to (a) to (g) happens in connection with that person under the law of any jurisdiction.

**Item**

means an item in the Schedule.

**Planning Act**

means the *Planning Act 2023* (ACT).

**Premises**

means the block of land described in **Item 3** of the Schedule which is the subject of the Contract.

**Project Delivery Deed**

means the document annexed to the Contract for Sale at Annexure C.

<b>Related Body Corporate</b>	has the meaning it has in the Corporations Act.
<b>Schedule</b>	means the schedule attached to this deed.
<b>Tax Invoice</b>	has the meaning it has in the GST Act.
<b>Territory Planning Authority</b>	means the territory planning authority established in accordance with the Planning Act or (if applicable in relation to the Development Application) the relevant Minister.

## 1.2 Reference to certain general terms

Unless the contrary intention appears, in this deed:

- (1) a reference to a document (including this deed) includes any variation or replacement of it;
- (2) a reference to a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this deed;
- (3) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (4) the word “law” includes common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (5) the singular includes the plural and vice versa;
- (6) the word “person” includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any authority;
- (7) a reference to a body or authority includes a reference, if that body or authority ceases to exist, to the body or authority which has substantially the same functions and objects as the first body or authority;
- (8) a reference to a particular person includes the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (9) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
- (10) an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;

- (11) a reference to a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- (12) a reference to Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia;
- (13) if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (14) a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (15) a reference to accounting standards is a reference to the accounting standards as defined in the Corporations Act, and a reference to an accounting term is a reference to that term as it is used in those accounting standards, or, if not inconsistent with those standards, in accounting principles and practices generally accepted in Australia;
- (16) the words “including”, “for example” or “such as” when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- (17) if an act under this deed to be done by a party on or by a given day is done after 5.00 pm on that day, it is taken to be done on the next day;
- (18) a reference to time is a reference to the time in the State or Territory in which the Land is situated; and
- (19) a reference to anything (including any amount) is a reference to the whole and each part of it.

### **1.3 Headings**

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this deed.

## **2 Consideration and Grants of Option**

### **2.1 Grant of Call Option**

In consideration of the payment of the Call Option Fee by the Grantee to the Grantor, the Grantor grants to the Grantee an option for the Grantee for the grant of the Crown Lease for the price and on the terms set out in the Contract.

## **3 Duration of Option**

### **3.1 Call Option**

The Call Option ends at 4.00 pm on the Call Option Expiry Date.

## **4 Exercise of Call Option**

### **4.1 What the Grantee must do**

If the Grantee wants to exercise the Call Option, the Grantee must deliver to

the Grantor's Solicitor before the Call Option ends:

- (1) a notice of exercise of Call Option in the form of Annexure "A" signed by the Grantee; and
- (2) the Contract in duplicate completed with particulars of the Grantee as purchaser and signed by the Grantee as purchaser, including the Project Delivery Deed signed by the Grantee as the Developer which is annexed to the Contract; and
- (3) an unendorsed bank cheque drawn in favour of the Grantor under the Contract for the amount shown as the deposit in the Contract; and
- (4) if applicable, a copy of the power of attorney under which the notice of exercise of Call Option or the Contract or both are signed.

#### **4.2 Signing notice of exercise of Call Option and Contract**

The Grantee must sign the notice of exercise of Call Option and the Contract either:

- (1) personally, if an individual, or as prescribed under section 127 of the Corporations Act if a company; or
- (2) by an attorney under a power of attorney.

#### **4.3 Delivery – exercise of Call Option**

The items in clause 4.1 ("What the Grantee must do") must all be delivered at the same time by leaving them at the Grantor's Solicitor's address specified in the Schedule.

#### **4.4 Strict compliance required - Call Option**

If the Grantee purports to exercise the Call Option other than by complying with this clause 4, then the purported exercise is invalid.

### **5. Binding Agreements**

#### **5.1 Contract binding – exercise of Call Option**

If the Grantee exercises the Call Option in accordance with clause 4 ("Exercise of Call Option"), then:

- (1) the Contract binds the Grantor and the Grantee from the time that the items in clause 4.1 are delivered to the Grantor's Solicitor; and
- (2) within ten Business Days after the items in clause 4.1 are delivered to the Grantor's Solicitor, the Grantor must deliver to the Grantee the Contract, completed with particulars of the Grantee, signed by the Grantor and dated the date the Grantor signed the Contract.



## **6. Call Option Fee**

If the Call Option is exercised in accordance with clause 4 (“Exercise of Call Option”), then the Call Option Fee is part of the deposit under the Contract. If the Call Option is not exercised, then the Call Option Fee becomes the property of the Grantor absolutely.

## **7. Caveat**

### **7.1 No caveat**

The Grantee may not lodge a caveat against the title to:

- (1) the Premises; or
- (2) if the Premises is not a separate parcel of land, the land of which the Premises forms part

### **7.2 Grantor is Grantee’s attorney**

The Grantee for valuable consideration irrevocably appoints the Grantor and each Authorised Officer of the Grantor individually as the Grantee’s attorney to sign and lodge a withdrawal of any caveat showing the Grantee as caveator against the title to the Premises, or if the Premises is not a separate parcel of land against the title to the land of which the Premises forms part, if the Grantee does not comply with clause 7.1 (“No caveat”).

### **7.3 Ratification**

The Grantee agrees to ratify anything an attorney does under clause 7.2 (“Grantor is Grantee’s attorney”).

### **7.4 Indemnity for lodgement of caveats**

The Grantee indemnifies the Grantor against any liability or loss arising from, and any Costs incurred in connection with, any caveat lodged against the title to the Premises for or by the Grantee.

## **8. GST**

**8.1** Unless otherwise stated all amounts payable by one party to the other party under this Deed are exclusive of GST.

**8.2** A recipient of a taxable supply made under this Deed must pay to the supplier an amount equivalent to any GST paid or payable by the supplier in respect of the taxable supply, subject to the supplier issuing a valid tax invoice in accordance with the GST law to the recipient.

**8.3** A party’s obligation to reimburse the other party for an amount paid or payable to a third party includes GST on the amount paid or payable to the third party except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.

**8.4** Each party must issue an adjustment note to the other party as soon as it

becomes aware of an adjustment event relating to a taxable supply by it under this Deed.

- 8.5** Despite anything to the contrary, the GST treatment for the supply of the Crown lease is dealt with under clause 25 and clause 41 of the Contract for Sale.

## **9. Duties**

The Grantee agrees to pay or reimburse the Grantor on demand for all duties (including fines and penalties), fees, taxes and charges which are payable in connection with this Deed and the Contract or a payment, receipt or other transaction contemplated by either of them

## **10. Notices and other communications**

### **10.1 Form**

Unless expressly stated otherwise in this deed, all notices, certificates, consents, approvals, waivers and other communications in connection with this deed must be in writing, signed by the sender (if an individual) or an Authorised Officer of the sender and marked for the attention of the person identified in the Schedule or, if the recipient has notified otherwise, then marked for attention in the way last notified.

### **10.2 Delivery**

Communications must be:

- (1) left at the address set out or referred to in the Schedule; or
- (2) sent by prepaid ordinary post (airmail, if appropriate) to the address set out or referred to in the Schedule; or
- (3) given in any other way permitted by law.

## **11. General**

### **11.1 Approvals and consents**

By giving its approval or consent a party does not make or give any warranty or representation as to any circumstance relating to the subject matter of the approval or consent.

### **11.2 Variation and waiver**

A provision of this deed, or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.

### **11.3 No merger**

The warranties, undertakings and indemnities in this deed do not merge on the Put Option Expiry Date.

#### **11.4 Indemnities**

The indemnities in this deed are continuing obligations, independent from the other obligations of the parties under this deed and continue after this deed ends. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity under this deed.

#### **11.5 Construction**

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on this deed or any part of it.

#### **11.6 Confidentiality**

Each party agrees not to disclose information provided by any other party that is not publicly available (including the existence or contents of this deed) except:

- (1) to any person in connection with an exercise of rights or a dealing with rights or obligations under this deed;
- (2) to officers, employees, legal and other advisers and auditors of any party; or
- (3) to any party to this deed or any Related Body Corporate of any party to this deed, provided the recipient agrees to act consistently with this clause; or
- (4) with the consent of the party who provided the information (such consent not to be unreasonably withheld); or
- (5) as required by any law or stock exchange.

Each party consents to disclosures made in accordance with this clause.

#### **11.7 Governing law**

This deed is governed by the law in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of that place.

#### **11.8 Serving documents**

Without preventing any other method of service, any document in a court action may be served on a party by being delivered to or left at that party's address for service of notices under clause 10 ("Notices and other communications").

## SCHEDULE 1

### CONTRACT DETAILS

- Item 1. Grantor** Suburban Land Agency, a Territory authority established by section 37 of the *City Renewal Authority and Suburban Land Agency Act 2017* (ACT) ABN 27 105 505 367 of 480 Northbourne Avenue Dickson ACT 2602.
- Item 2. Grantee** XXXXXXXXXXXXXXXX  
ACN XXX XXX XXX of [INSERT ADDRESS]
- Item 3. Premises** Block 4 Section 23 Moncrieff
- Item 4. Call Option Fee** \$1.00 (plus GST)
- Item 5. Call Option Expiry Date** 12 months from the date of this Deed
- Item 6. Grantor's Solicitor** Australian Capital Territory Government Solicitor  
Contact Officer: Brendan Ding  
13 Constitution Avenue  
Canberra ACT 2601  
(02) 6207 3717
- Item 7. Grantee's Solicitor** XXXXXXXXXXXXXXXX  
Contact Officer: [INSERT DETAILS]

## **Annexure A – Notice of Exercise of Call Option**

To: Suburban Land Agency (“Grantor”)

**XXXXXXXXXX** exercises the call option granted for grant of Crown Lease between the Grantor and the Grantee in the deed dated [Insert date of Deed].

Dated:

## **Annexure B – Contract for Sale**

**DATE OF THIS DEED** .....

**SIGNED AS A DEED**

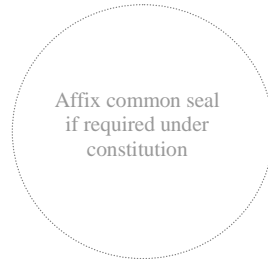
**SIGNED** for and on behalf of the )  
**SUBURBAN LAND AGENCY** ) .....  
in the presence of: ) **Signature of Territory delegate**

.....  
Signature of witness Print name

.....  
Print name

**SIGNED** by or for and on behalf of )  
**XXXXXXXXXXXXXXXXXXXX** ) .....  
**(ACN XXX XXX XXX)** ) **Signature of director/ authorised**  
in the presence of: **officer/ individual**

.....  
Print name



**Note:**

Date: Must be dated on the date the last party signs the Agreement or, if signed counterparts of the Agreement are exchanged, the date of exchange. Also date the cover page.

Company: Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the constitution.