



SLA OVER-THE-COUNTER SALES CONDITIONS

Buyers are strongly recommended to obtain independent legal, financial, and accounting advice before signing the First Grant Contract.

SLA LAND AND DWELLING RELEASE

1. The Property, which is available for purchase from SLA:
 - (a) comprises single residential Blocks;
 - (b) will be as Land Ready, as specified in the First Grant Contract;
 - (c) will be sold subject to the completion of construction of the Dwelling on the Block;
 - (d) will be sold subject to the grant of a Certificate of Occupancy for the Dwelling; and
 - (e) will be sold subject to the grant of a market value Crown lease.
2. The Properties available for purchase from SLA will be listed on SLA Website and SLA will use reasonable endeavors to update SLA Website regularly.
3. You acknowledge that the availability of the Property changes frequently and the SLA Website may not be accurate or complete at the time of viewing.

INTERPRETATION

4. Unless otherwise specified, reference to:
 - (a) the singular includes the plural, and the plural includes the singular;
 - (b) a person includes a body corporate;
 - (c) a party includes the party's executors, administrators, successors, and permitted assigns;
 - (d) money is to Australian dollars, unless otherwise stated;
 - (e) "including" and similar expressions are not words of limitation;
 - (f) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning; and
 - (g) headings are for convenience only and do not form part of the Sales Conditions or affect its interpretation.

SALES PACK

5. SLA may, and reserves the right to, amend, update, or replace the documents contained in the Sales Pack.
6. SLA will use reasonable endeavors to make the amended, updated or replaced document(s) contained in the Sales Pack available via SLA Website but makes no representation nor warranty

that the documents contained in the Sales Pack and available via SLA website are accurate or complete.

7. You should, and acknowledge having had the opportunity to, make your own enquiries and undertake your own due diligence in respect of the accuracy and completeness of the information contained in, or referred to, in the Sales Pack and any other conditions associated with the sale of a Property, prior to signing the First Grant Contract.
8. Upon signing the First Grant Contract, you will be taken as having made all enquiries and due diligence of the Property described in the First Grant Contract, including but not limited to your financial capacity to purchase the Property.

ELIGIBILITY CRITERIA

9. To be eligible to purchase a Property you must comply with the Eligibility Criteria.
10. Residency Status Warranty
You must be either:
 - (a) an Australian citizen;
 - (b) a Permanent Resident residing in Australia; or
 - (c) a New Zealand citizen residing in Australia,
11. Undertakings
You undertake:
 - (a) to reside in the Property as your principal place of residence;
 - (b) not to sell, transfer or otherwise dispose of the Property; and
 - (c) not to lease, licence or otherwise allow the Property to be occupied by someone else, except where you reside in the Property during the term of the lease or licence,during the twelve (12) months following the date of Completion or the date that you first take occupation of the Property, whichever is the earlier.
12. SLA may, at its sole and unfettered discretion, refuse to exchange the First Grant Contract for a Property if you do not satisfy clause 10.

CHOOSING A PROPERTY

13. To purchase a Property, you must:
 - (a) **Step 1:** Satisfy clause 10 and agree to make the undertakings under clause 11.
 - (b) **Step 2:** Review the documents contained in the Sales Pack, including the Specimen First Grant



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Contract and Specimen Eligibility Deed, and seek advice regarding your capacity to finance your purchase of a Property selected at the Property Purchasing Appointment.

- (c) **Step 3:** Check the SLA Website for those Properties which remain available to purchase and make a list of your preferred Properties to assist you with selecting a Property at your Property Purchasing Appointment.

Please note, SLA cannot and does not represent nor guarantee that your preferred Property, even if represented on the SLA Website as being available, will be available for selection at your Property Purchasing Appointment.

- (d) **Step 4:** Make an appointment with SLA by
- (i) completing the online form available at:
[Suburban Land Agency](#) or
 - (ii) visiting the Sales and Information Centre in Whittlam or
 - (iii) visiting the display homes in North Wright.

The SLA may, and reserves the right to, vary the method by which an appointment can be made, at the SLA's absolute discretion.

You may accept the first available appointment offered to you or you may choose a later appointment. The earlier your Property Purchasing Appointment, the greater the chance your preferred Properties will be available.

You will not be able to purchase a Property unless you have a Property Purchasing Appointment.

- (e) **Step 5:** Attend your Property Purchasing Appointment with the following:
- (i) your Property Purchasing Appointment confirmation notification, which will be issued via email or SMS by SLA;
 - (ii) one of the following **original** documents:
 - A. Australian or New Zealand Passport;
 - B. Australian or New Zealand Citizenship Certificate;
 - C. Australian Permanent Residency Visa;

D. Australian Birth Certificate; or

E. Medicare Card.

- (iii) proof of your address (e.g. driver's licence, bank statement or utility records); and
- (iv) means to make payment of the Deposit, at which time a representative of SLA will assist you to select a Property to purchase.

- (f) **Step 6:** Once a Property has been selected, you must pay the Deposit (which is equivalent to 5% of the sale price) to SLA at your Property Purchasing Appointment. If paying by EFT, proof of payment must be emailed to SLA (in the form of either a payment receipt or screenshot of the completed payment made out to SLA) at the time of your Property Purchasing Appointment

14. Following completion of the steps contained in clause 13:

- (a) SLA will issue a Holding Notice;
- (b) a First Grant Contract will be issued to you / your legal representative by SLA's Appointed Legal Advisor; and
- (c) you will have 10 working days from the date of the Property Purchasing Appointment to sign and exchange the First Grant Contract.

15. You acknowledge:

- (a) if you are late to your Property Purchasing Appointment, you may have a shorter period of time to select a Property and/or you may be asked to make another Property Purchasing Appointment;
- (b) your Property selection at the Property Purchasing Appointment will be managed by and at the absolute and unfettered discretion of SLA;
- (c) if SLA determines that a Property Purchasing Appointment should not take place in person, SLA may, at SLA's absolute and unfettered discretion, require that the Property Purchasing Appointment take place electronically or by telephone;
- (d) the First Grant Contract will refer to the Property that you place under the Holding Notice at your Property Purchasing Appointment(s) and cannot be varied without SLA's prior written approval which may be given by SLA at SLA's absolute discretion;
- (e) there is no agreement between you and SLA regarding the purchase of a Property until the



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- Deposit has been paid, the First Grant Contract has been signed by both parties, and the First Grant Contract has been exchanged;
- (f) SLA reserves the right to cancel or withdraw from the sale of any Property at any time, even if there are Properties available for sale;
 - (g) any change to the Holding Notice between the Property Purchasing Appointment and exchange of the First Grant Contract may incur administrative fees which will be charged at the discretion of the SLA, and payable at the time of exchange; and
 - (h) no variations, alterations, substitutions to the Dwelling Plans, Inclusions or Specimen Crown Lease are permitted.
- (ii) rates or utility statement; or
 - (iii) residential tenancy agreement.
- (e) the agent's original and valid photographic identification; and
 - (f) any documentation showing a recent change of address if your current address is different to the address stated in your photographic identification.
20. You acknowledge that if the Buyer Appointment of Agent Form is incomplete or has not been signed by both you and the agent, the Buyer Appointment Form will not be valid.
21. If you appoint an agent, a reference to "you" or "your" in these Sales Conditions includes you and your agent.

BUYER APPOINTMENT OF AGENT FORM

16. If you are not available to attend your Property Purchasing Appointment, you may appoint a person (as agent) to attend on your behalf.
17. You may appoint an agent by completing and duly signing a Buyer Appointment of Agent Form.
18. You irrevocably authorise your agent to select a Property at the Property Purchasing Appointment on your behalf and to attend to each of the steps set out under clause 13, including payment of the Deposit.
19. At the Property Purchasing Appointment, your agent must provide:
- (a) the **original** completed and duly signed Buyer Appointment of Agent Form;
 - (b) a certified copy of your Australian Driver's Licence, Proof of Age card or Proof of Identity Card;
 - (c) a certified copy of one of the following:
 - (i) your Australian or New Zealand Passport (current or expired within the last two (2) years); or
 - (ii) your Australian or New Zealand Citizenship Certificate;
 - (iii) your Current Australian Permanent Residency Visa;
 - (iv) Australian Birth Certificate; or
 - (v) Medicare Card.
 - (d) if your current residential address is not shown on your ID, a copy of one of the following:
 - (i) current bank statement; or

FIRST GRANT CONTRACT

22. Following your Property Purchasing Appointment, SLA's Appointed Legal Advisor will prepare and issue to you / your legal representative the First Grant Contract for your selected Property.
23. You acknowledge:
- (a) only the personal details of the person(s) in the Holding Notice will be stated (as buyer) in the First Grant Contract;
 - (b) you will not be permitted to change, add, or substitute the personal details (as buyer) stated in the First Grant Contract prior to exchange of contracts without the express approval of SLA; and
 - (c) you will not be permitted to change, add, or substitute the personal details (as buyer) stated in the First Grant Contract following exchange.
24. Within 10 working days of the date of your Property Purchasing Appointment you must:
- (a) sign the First Grant Contract and return the original signed First Grant Contract to SLA's Appointed Legal Advisor; and
 - (b) provide to SLA's Appointed Legal Advisor, the section 17 certificate contained in the First Grant Contract, signed by an independent solicitor, for the purposes of exchange.
- Please note, the SLA's Appointed Legal Advisor is not permitted to sign the section 17 certificate.**
25. If you fail to satisfy clause 24, SLA may:
- (a) withdraw the First Grant Contract for your



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- selected Property; and
- (b) re-advertise and/or sell your selected Property.

PAYMENT OF DEPOSIT

26. If the Property Purchasing Appointment is held in-person, the Deposit may be paid by:
- (a) electronic Funds Transfer (EFT) to SLA's nominated account with proof of payment to be provided to SLA (in the form of either a payment receipt or screenshot of the completed payment made out to SLA);;
 - (b) EFTPOS (only Visa Card and Mastercard accepted) with proof of payment to be provided to SLA (in the form of either a payment receipt or screenshot of the completed payment made out to SLA);
 - (c) bank or personal cheque, in favour of 'Suburban Land Agency'; or
 - (d) Bank Guarantee or Deposit Bond in favour of 'Suburban Land Agency' and otherwise in accordance with clauses 27 to 29.

Cash will not be accepted.

27. If you intend to pay the Deposit by Bank Guarantee or Deposit Bond, you must:
- (a) make payment of the Deposit by EFT, EFTPOS or cheque at the time of the Property Purchasing Appointment
 - (b) obtain SLA's prior written approval for payment of the Deposit by Deposit Bond or Bank Guarantee;
 - (c) not later than five (5) Working Days prior to the expiry of the Holding Notice, submit the Bank Guarantee or Deposit Bond with SLA for approval; and
 - (d) if approved, deliver the original Bank Guarantee or Deposit Bond to SLA prior to the expiry of the Holding Notice.
28. Upon delivering the approved Bank Guarantee or Deposit Bond to SLA, you may request substitution of the Deposit paid at the Property Purchasing Appointment with the Deposit Bond or Bank Guarantee. The Deposit will be refunded within 15 working days of SLA receiving and verifying your bank account details.
29. To be accepted for substitution, the Bank Guarantee or Deposit Bond must note the Price of the Property (as defined in the First Grant Contract), be for an amount equal to or greater than 5% of the Price, and

have an expiry date of no earlier than the date which is 60 working days after the Date for Completion (as defined in the First Grant Contract).

30. If the Property Purchasing Appointment is held electronically, the Deposit must be paid by EFT and proof of payment must be emailed to SLA (in the form of either a payment receipt or screenshot of the completed payment made out to SLA) at the time of your Property Purchasing Appointment. The SLA may withhold or cancel the Holding Notice if you fail to provide proof of payment as required under this clause 30.
31. If you exchange the First Grant Contract but do not complete your purchase of your selected Property, the First Grant Contract may be terminated by SLA and the Deposit will be released to SLA and applied towards the costs, damages and loss suffered by SLA in accordance with the First Grant Contract.

REFUND OF DEPOSIT

32. If either:
- (a) prior to exchange of the First Grant Contract, you elect not to proceed with the purchase of the Property; or
 - (b) you do not proceed with exchange the First Grant Contract before the Holding Notice expires and SLA cancels the Holding Notice;

the Deposit will be refunded to you within 15 working days of SLA receiving and verifying your bank account details.

Please note, if the bank account details provided to SLA are incomplete or incorrect, the refund of the Deposit will likely be delayed.

FOREIGN BUYER

33. If you are a foreign person as defined under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) and/or require the approval of the Commonwealth Treasurer to purchase a Property, you are not eligible to purchase a Property pursuant to these Sales Conditions.

DATE FOR COMPLETION (SETTLEMENT)

34. The Date for Completion (or settlement) of the First Grant Contract will be 42 calendar days from the date that the Certificate of Occupancy and the Crown lease are served on you in accordance with the First Grant Contract.
35. You acknowledge that a failure to settle on the Date for Completion may result in interest being incurred in



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accordance with the First Grant Contract, or termination of the First Grant Contract.

36. SLA has strict policies against changing a Buyer on a First Grant Contract after exchange, except in specific circumstances. If you enter into a First Grant Contract, you should not expect to be able to change the Buyer on the contract prior to completion.
37. You acknowledge that SLA may seek to evaluate the operational performance of the design and sustainability standards relating to the Dwelling. To assist with this evaluation, SLA may seek your feedback in the form of a survey or other data collection methods.

STAMP DUTY

38. You acknowledge you may be liable to pay stamp duty on the First Grant Contract.

COMMUNICATION

39. All correspondence or queries relating to the sale of the Properties should be directed to SLA.
40. All correspondence or queries relating to the First Grant Contract should be directed to your legal advisor in the first instance. SLA or its Appointed Legal Advisor cannot provide you with legal advice.

DISCLAIMERS

41. SLA makes no representation or warranty regarding the following:
 - (a) that you will have the opportunity to select a Property at your Property Purchasing Appointment; or
 - (b) if you selected a Property at the Property Purchasing Appointment:
 - (i) the condition or state of repair of the Property;
 - (ii) the suitability of the Property for any purpose; or
 - (iii) the terms of the Crown lease for the Property.
42. Nothing in the Sales Pack will be construed to create any binding agreement or contract (express or implied) between you or your agent and SLA.
43. Without limiting the rights at law or otherwise and according to such processes as it may determine to be appropriate, SLA may exclude you from participating in the sales process for failing to comply with these Sales Conditions or any other condition advertised by SLA.
44. You acknowledge and agree:

- (a) not having relied upon any statement, representation, promise, warranty or conduct made, given or offered by SLA or its Appointed Legal Advisor, or any other person or agent on behalf of SLA;
- (b) upon exchange of the First Grant Contract, the First Grant Contract constitutes the entire agreement between you and SLA, and supersedes any prior other agreement or arrangement relating to the sale of the Property and/or the opportunity to purchase a Property;
- (c) any statement, representation, promise, warranty or conduct made, given or offered by SLA or its Appointed Legal Advisor, or any other person or agent on behalf of SLA is not a binding undertaking of any kind by SLA including, without limitation an undertaking that could give rise to any promissory estoppel, quantum meruit

For further information, contact the ACT Revenue Office by visiting www.revenue.act.gov.au

or any other contractual, quasi contractual or restitutionary action or any rights with a similar legal or equitable basis whatsoever; and

- (d) your participation in this sale process or in relation to any matter concerning the purchase of a Property is at your sole risk, cost and expense and you release SLA from all costs, loss, or other liability you have incurred, including but not limited to costs and expenses incurred:
 - (i) in carrying out or undertaking due diligence;
 - (ii) making arrangements to attend the Property Purchasing Appointment;
 - (iii) preparing for the future development of the Property
 - (iv) in taking any action related to the purchase of a Property, including obtaining legal, financial, or accounting advice; or
 - (v) in connection with the sale process.
45. Neither SLA nor its officers, employees, or advisors will be liable to you, and you hereby release SLA and its officers, employees and advisors from all claims, costs, expenses, and other liability arising from:
 - (a) your reliance upon any representation or promise made by or on behalf of SLA that is not contained in the First Grant Contract;
 - (b) works, plans or other costs incurred by you in relation to the purchase of a Property, or the First Grant Contract;



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- (c) any contractual, quasi contractual or restitution grounds;
- (d) your access and use of SLA Website;
- (e) any other legal or equitable basis; or
- (f) your participation in the sale process, including without limitation, instances where SLA exercises its rights under these Sale Conditions.

ELECTRONIC COMMUNICATIONS AND PRIVACY

46. You acknowledge that SLA does not:

- (a) guarantee the security and speed of any data transmission over the internet; and
- (b) warrant and cannot ensure the security, speed, or SLA's receipt of information which you transmit to SLA.

47. By participating in the sale process, you:

- (a) acknowledge that you have received, read and understood SLA's Privacy Policy and accept that any information collected by SLA pursuant to the sale process is held and used in accordance with the SLA Privacy Policy;
- (b) consent to SLA's use of your personal information to carry out any of SLA's functions, to complete the sale process and to complete the First Grant Contract, including the provision of that personal information to the Appointed Legal Advisor;
- (c) accept, acknowledge and consent to SLA providing the ACT Revenue Office and other State, Territory and Federal Government agencies with information relating to the sale of the Property, which may include, but is not limited to, your personal details and the terms of the First Grant Contract; and
- (d) acknowledge and consent to SLA providing information to the ACT Revenue Office for various purposes, including allowing the ACT Revenue Office to determine outstanding stamp duty.

DEFINED TERMS

48. Capitalised terms in these Sale Conditions have the following meanings:

- (a) **Appointed Legal Advisor** means BAL Lawyers of Level 9, 40 Marcus Clarke Street, Canberra City ACT 2601.
- (b) **Bank Guarantee** means a bank guarantee

issued by a bank operating in Australia in a form and substance satisfactory to SLA, which must satisfy the requirements of the First Grant Contract.

- (c) **Block** means the parcel(s) of land that the Dwelling will be constructed on.
- (d) **Buyer Appointment of Agent Form** means the document described as such and forming part of the Sales Pack.
- (e) **Certificate of Occupancy and Use** has the same meaning given to that term in the First Grant Contract.
- (f) **Crown lease** has the meaning given to that term in the First Grant Contract.
- (g) **Date for Completion** has the same meaning given to that term in the First Grant Contract.
- (h) **Deposit** has the meaning given to that term in the First Grant Contract
- (i) **Deposit Bond** means a deposit insurance bond issued in favour of SLA at your request in a form and substance satisfactory to SLA and which has an expiry date no earlier than the date specified in the First Grant Contract.
- (j) **Dwelling** means the single residential house to be constructed on the Block substantially in accordance with the Dwelling Plans.
- (k) **Dwelling Plans** has the meaning given to that term in the First Grant Contract.
- (l) **Eligibility Criteria** has the meaning given to that term in the Specimen Eligibility Deed.
- (m) **First Grant Contract** means the First Grant Contract issued by the Appointed Legal Advisor for the Property selected at the Property Purchasing Appointment, substantially in the form of the Specimen First Grant Contract.
- (n) **Holding Notice** means the document titled 'Holding Notice' forming part of the Sales Pack under which SLA agrees to withhold the selected Property from sale for a period of 10 working days from the date of the Property Purchasing Appointment.
- (o) **Inclusions** has the meaning given to that term in the First Grant Contract.
- (p) **Land Ready** means land on which services and infrastructure have been completed and which is available for inspection prior to entering into the First Grant Contract.
- (q) **Planning Act** means the *Planning Act 2023* (ACT).



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- (r) **Property** means the Block and the Dwelling to be constructed on the Block, which is available for purchase from the SLA as stated on the SLA Website.
- (s) **Property Purchasing Appointment** means the appointment, at the time and date you selected, at which you may select an available Property to purchase from SLA
- (t) **Sales Conditions** means this document and the terms or requirement stated in any other document contained in the Sales Pack.
- (u) **Sales Pack** means the documentation made available by SLA for the sale of the Properties, including SLA Privacy Policy and comprising the following:
 - (i) Over-the-Counter Sales Conditions;
 - (ii) Buyer Appointment of Agent Form;
 - (iii) Specimen First Grant Contract – Land Ready and Dwelling Construction;
 - (iv) Specimen Eligibility Deed;
 - (v) Eligibility Criteria Information;
 - (vi) Holding Notice;
 - (vii) Property Purchasing Appointment Checklist; andany amendment, update, or replacement of the above documents.
- (v) **SLA** means the Suburban Land Agency ABN 27 105 505 367 of 480 Northbourne Avenue, Dickson ACT 2602. Further information can be found at: www.suburbanland.act.gov.au
- (w) **SLA Privacy Policy** means the privacy policy and/or statement published from time to time on SLA Website.
- (x) **SLA Website** means the website managed by SLA.
- (y) **Specimen Crown Lease** has the meaning given to that term in the First Grant Contract.
- (z) **Specimen Eligibility Deed** means the document titled 'Specimen Eligibility Deed' forming part of the Sales Pack.
- (aa) **Specimen First Grant Contract** means the document titled 'Specimen First Grant Contract – Land Ready and Dwelling Construction' forming part of the Sales Pack.
- (bb) **Working Days** has the meaning given to it by the *Legislation Act 2001* (ACT).