



Residential Over the Counter Sales Conditions

All residential blocks released for sale by the Suburban Land Agency (Agency) are listed on the Website. The Website is updated regularly to provide the latest information.

If you elect to purchase a block, at your Block Selection Appointment you will be required to:

- make your choice from the available residential blocks; and
- enter into a Holding Notice.

Timing of exchange, timing of settlement and other definitions are explained in the relevant section on the following pages.

You can also contact the Appointed Sales Agent on the Contact Phone Number or at the Email Address for any other enquiries you may have about the available residential blocks and this document or the Residential Over-the-Counter Sales process.

Note: References to “you” and “your” in this document refer to the Applicant for the Crown lease of a residential block.

SECTION 1: CHOOSING A BLOCK

Step 1 – Read the documentation provided and seek advice

- You should read all documentation provided by the Agency and the Appointed Sales Agent relevant to the purchase.
- Specifically you must read the Specimen First Grant Contract (including the Front Garden Landscape Rebate Scheme & Guideline and the Housing Development Guide which are attachments to the Specimen First Grant Contract) for the block or blocks you are interested in.
- You will also need to make any necessary enquiries with financial institutions to ensure you are in a position to complete the purchase of a block or blocks.

Step 2 – Check the Website for details of blocks currently available for sale and make a list of your preferred blocks

- Visit the Website for details of the blocks currently available for sale.
- The Website is updated regularly to provide the latest information on available blocks.
- The Agency and the Appointed Sales Agent cannot guarantee that your first preference for a block will be available at the time of your Block Selection Appointment.
- The Agency and the Appointed Sales Agent recommend you make a list based on the available blocks in preference order before coming to select a block at your Block Selection Appointment.

Step 3 – Make a Block Selection Appointment

- Block Selection Appointments can be made by contacting the Appointed Sales Agent on the Contact

Phone Number or at the Email Address.

- You will not be able to select a block unless you have a Block Selection Appointment.
- The Appointed Sales Agent will confirm the details of your Block Selection Appointment with you, being the time, date and Sales Venue.
- You should bring the notification confirming the time and the sales venue location of your Block Selection Appointment with you when you attend your Block Selection Appointment.

Note: The earlier your Block Selection Appointment, the greater the chance your preferred block or blocks will be available.

Step 4 - Come into the Sales Venue

- Arrive at the Sales Venue in time for your Block Selection Appointment.
- A staff member will be ready to assist you to select a block at your Block Selection Appointment and issue a Holding Notice to you once you have selected a block.
- Your Block Selection Appointment will be for a period of no longer than 20 minutes. If you arrive late, you may have a shorter period of time to select a block or you may be asked to make another Block Selection Appointment.

Note: Photo identification (i.e. driver licence or passport), and proof of your current address (i.e. driver licence, current bank statement, public utility record or other proof of address acceptable to the Agency) will be required for all buyers.

Note: Block selection will be managed at the discretion of the Agency and the Appointed Sales Agent.

Appointment of Agent

If you are unable to attend your Block Selection Appointment or your Exchange Appointment, you may appoint an agent to act on your behalf (“Agent”) by completing a Buyer Appointment of Agent Form.

The Buyer Appointment of Agent Form must be presented to the Agency or its Appointed Sales Agent by your Agent at your Block Selection Appointment prior to selecting a block and must be accompanied by photo identification for you and the Agent.

If you appoint an Agent, a reference in these Residential Over-the-Counter Sales Conditions to you includes your Agent.

SECTION 2: HOLDING NOTICE

By entering into a Holding Notice at your Block Selection Appointment, the block specified in the Holding Notice will be ‘on hold’ until the theHolding Notice Period ends (being no longer than 14 days after the date of the Holding Notice).

SECTION 3: EXCHANGE

You are required to exchange a First Grant Contract before the Holding Notice Period ends.

Step 1 – Legal representation and finance

- The Agency and its Appointed Sales Agent strongly recommend that you engage a solicitor to advise you on your legal obligations as you will be entering into a legally binding contract.
- You will also need to make any necessary enquiries



with financial institutions to ensure you are in a position to complete the purchase of a block.

Step 2 – First Grant Contract

- A First Grant Contract titled “First Grant Contract – Land Ready” is required to be exchanged at your Exchange Appointment).
- The Agency’s Solicitor will prepare the First Grant Contract and your copy of the First Grant Contract will be handed to you after contracts are exchanged at your Exchange Appointment.
- Please note that only the name(s) of the person(s) specified as Buyer(s) on the First Grant Contract can be Lessee(s) on the Crown Lease.

Step 3 – Exchange of First Grant Contract

- The time and location of your Exchange Appointment will be specified in your Holding Notice.
- At the time of exchange of the First Grant Contract you will be required to:
 - a) sign and enter into a legally binding contract with the Agency by exchanging the First Grant Contract; and
 - a) pay the 5% deposit for the block (or 10% if providing a deposit bond or bank guarantee).
- Payments of 5% deposit for the block can be made by cheque to the Suburban Land Agency.
- If you propose to provide a deposit bond or bank guarantee, please refer to the Specimen First Grant Contract.
- Cash will not be accepted.
- If a buyer is unable to attend the Exchange Appointment, that buyer may appoint an Agent as set out in Section 1 above.

If you fail to attend your Exchange Appointment, the block will:

- immediately be returned to the Agency at the end of the Holding Notice Period; and
- no longer be on hold.

SECTION 4: DATE FOR COMPLETION (SETTLEMENT)

The Date for Completion (settlement) is 60 days after the date First Grant Contracts are exchanged or as specified in the First Grant Contract.

Failure to settle may result in interest being incurred in accordance with the First Grant Contract or termination of the Contract.

SECTION 5: STAMP DUTY

Duty must be paid on your First Grant Contract to the ACT Revenue Office shortly after settlement. For further information, visit www.revenue.act.gov.au or call (02) 6207 0028.

SECTION 6: DISCLAIMERS AND OTHER RIGHTS AND LIABILITIES

The Agency makes no representations or warranties as to the suitability of any Crown Lease or block for you. The Agency and the Appointed Sales Agent strongly recommend that you make your own enquiries and that

you obtain legal, financial and accounting advice prior to entering into a First Grant Contract for the right to the grant of a Crown Lease.

Nothing in these Residential Over-the-Counter Sales Conditions will be construed to create any binding contract (expressed or implied) between the Agency and you or your agents until a formal written contract, if any, is entered into by the parties.

Any conduct or statement whether prior to or subsequent to your entry into a First Grant Contract is not, and these Residential Over-the-Counter Sales Conditions are not, and will not be deemed to be:

- a) an offer to contract; or
- b) a binding undertaking of any kind by the Agency or Appointed Sales Agent (including, without limitation, an undertaking that could give rise to any promissory estoppel, quantum meruit or any other contractual, quasi contractual or restitutionary action or any rights with a similar legal or equitable basis whatsoever).

Without limiting its rights at law or otherwise and according to such processes as it may determine to be appropriate, the Agency or its Appointed Sales Agent may:

- a) amend these Residential Over-the-Counter Sales Conditions;
- b) suspend or cease to proceed with the sales process or any part of the sales process; and/or
- c) vary or extend any time or date in these Residential Over-the-Counter Sales Conditions.

In these Residential Over-the-Counter Sales Sales Conditions :

Agency’s Solicitor means:

Clayton Utz
Level 10, 2 Phillip Law Street, Canberra ACT

Appointed Sales Agent means Civium Property Group.

Block Selection Appointment means the time, date and location allocated to you when you register for an appointment to select a block.

Contact Phone Number means (02) 6162 0682

Email Address means enquiries@civium.com.au

Exchange Appointment means the time specified in the Holding Notice for you to attend the Agency’s Solicitor to exchange the First Grant Contract for your block.

Holding Notice means the notice provided to you at your Block Selection Appointment by the Appointed Agent confirming the block you selected is on hold.

Holding Notice Period means the period commencing on the date of a Holding Notice and ending up to 14 days later.

Sales Venue means the venue specified in your Block Selection Appointment confirmation, being either:

Civium
17-23 Townshend Street
Phillip ACT
or
Throsby Information and Sales Centre
Corner of Hawksbill Street & Freshwater Street
Throsby ACT



ACT
Government

Suburban Land
Agency

Website means: <https://suburbanland.act.gov.au/en>