



# Put and Call Option Sales Conditions

All residential blocks available for purchase from the Suburban Land Agency (**Agency**) by way of an Option Deed are specified on the Website as being Option Blocks. The Website is updated regularly to provide the latest information.

If you elect to enter into an Option Deed for an Option Block, at your Block Selection Appointment you will be required to:

- make your choice from the available Option Blocks; and
- enter into an Option Deed.

Option periods, 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 Option Blocks and this document or the Put and Call Option Sales process.

**Note:** References to “you” and “your” in this document refers to the Applicant for an Option Deed for an Option 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 option.
- Specifically you must read the Specimen Option Deed, Specimen First Grant Contract and the Housing Development Guide for the Option Block or Option 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 pay the Security Sum and complete the purchase of the Option Blocks you select.

### Step 2 – Check the Website for details of Option Blocks currently available and make a list of your preferred Option Blocks

- Visit the Website for details of the blocks currently being offered as Option Blocks.
- The Website is updated regularly to provide the latest information on available Option Blocks.
- The Agency and the Appointed Sales Agent cannot guarantee that your first preference for an Option 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

Option Blocks in preference order before coming to select an Option Block at your Block Selection Appointment.

**Note:** You and any Related Party may only enter into Option Deeds in accordance with the Block Limit - see section 3.

### 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.
- The Appointed Sales Agent will confirm the details of your Block Selection Appointment with you, being the time, date and Sales Venue.

### Step 4 - Complete your Application Form

Before you attend your Block Selection Appointment you must:

- complete an application to enter into an option deed for an Option Block (**Application**);
- provide the Agency with your Eligibility Evidence; and
- receive confirmation from the Agency, the Appointed Sales Agent or the Agency's legal adviser that your Application has been approved.

Eligibility Evidence includes:

- a copy of your current builder licence (minimum Class C - low rise residential);
- a list of at least seven (7) properties you, or a Related Party to you, has completed (obtained certificate of occupancy) in the ACT or council area adjacent to the ACT (Queanbeyan-Palerang Council area) in the previous 2 years;
- 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); and
- evidence of currency of your fidelity fund insurance, acceptable to the Agency.

Your Application is valid for twelve months once it is approved by the Agency.

## SECTION 2: EXCLUSION OF APPLICATIONS

### Assessment of Applications

- The Agency may, at its sole and absolute discretion, reject any Application at any time and exclude an Applicant from selecting an Option Block or entering into a Holding Notice or an Option Deed, even if the Applicant has been offered a Block Selection Appointment or selected an Option Block. The Agency's decision in this regard will be final.
- The Agency or its Appointed Sales Agent or legal adviser may make further enquiries and request further information it deems necessary, from you or other persons (including lawyers engaged by the Agency for other blocks you may have purchased from the Agency), at any time, for any reason in connection with these Put and Call Option Sales Conditions.



- If you fail to cooperate with the Agency or its Appointed Sales Agent or legal adviser in this regard or fail to provide further information as requested, you may be excluded from entering into an Option Deed.
- The Agency, its Appointed Sales Agent or legal adviser will notify you if your Application is rejected.

**Definition of “Related Party”**

Where you are a person, a “Related Party” to you is:

- your spouse or domestic partner; or
- a company of which you are a director or secretary; or
- a company of which your spouse or domestic partner is a director or secretary.

Where you are a company, a “Related Party” to you is:

- your director or secretary; or
- a person who is a spouse or domestic partner of your director or secretary; or
- a company where your director or secretary is also a director or secretary of that company; or
- a company where your director or secretary is a spouse or domestic partner of a director or secretary of that company.

**SECTION 3: ATTEND YOUR BLOCK SELECTION APPOINTMENT**

**Step 1 - 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 an Option Block at your Block Selection Appointment and issue a Holding Notice to you once you have selected one or more Option Blocks.
- You and any Related Party may only enter into Option Deeds with the Agency across all estates at any one time up to the Block Limit that applies to you:

Home Building Contracts completed in previous 2 yrs	Area	Block Limit*
7	ACT and adjacent council areas	Up to 5
8 to 10	ACT and adjacent council areas	Up to 8
11 or more	ACT and adjacent council areas	Up to 10

**\* First Grant Contracts for Option Blocks that have not yet settled are not included in your Block Limit Step 2 - Enter into a Holding Notice**

By entering into a Holding Notice, the Option Blocks specified in the Holding Notice will be 'on hold' until the

Holding Notice Period ends (being no longer than 7 days after the date of the Holding Notice).

**SECTION 4: EXCHANGE**

You are required to exchange an Option Deed for the Option Blocks specified in your Holding Notice 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 agreement.
- You will also need to make any necessary enquiries with financial institutions to ensure you are in a position to complete the purchase of an Option Block if the put option is exercised.

**Step 2 – Option Deed**

- An Option Deed is required to be exchanged at your Exchange Appointment for each Option Block included on your Holding Notice.
- A First Grant Contract, for the right to the grant of a Crown Lease for the Option Block, will be attached to the Option Deed.
- The Agency’s legal representative will prepare the Option Deed and your copy of the Option Deed will be handed to you after deeds are exchanged at your Exchange Appointment.

**Step 3 – Exchange of Option Deed**

- The time and location of your Exchange Appointment will be specified in your Holding Notice.
- At the time of exchange of the Option Deed you will be required to:
  - a) sign and enter into a legally binding agreement with the Agency by exchanging Option Deed; and
  - b) pay the 5% security sum for the Option Block, which will be applied to the deposit under the First Grant Contract when an Option is exercised.
- Payments of the Security Sum can be made by cheque to the Suburban Land Agency.
- Cash will not be accepted.

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

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

**SECTION 5: EXERCISE OF OPTION**

If you do not exercise the call option in accordance with your Option Deed, the Agency will exercise the put option. At the time an Option is exercised, the First Grant Contract for the Option Block is deemed to have been exchanged.

In accordance with the Option Deed, during the Call Option Period you may nominate a buyer to enter into the First Grant Contract.



Call Option Periods will be for a maximum of 6 months and will not be extended.

## SECTION 6: DATE FOR COMPLETION (SETTLEMENT)

The Date for Completion (settlement) is 30 Working Days after the date First Grant Contracts are exchanged (being the date an Option is exercised), 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 7: DISCLAIMERS AND OTHER RIGHTS AND LIABILITIES

### Disclaimer

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 an Option Deed.

Nothing in these Put and Call Option 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 an Option Deed is not, and these Put and Call Option 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 Put and Call Option 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 Put and Call Sales Conditions,

at its absolute discretion.

### Definitions

In these Put and Call Option Sales Conditions:

**Agency's Solicitor** means the law firm specified in the Holding Notice for your Option Block.

**Appointed Sales Agent** means sales agent nominated for the relevant Option Block on the Website.

**Block Limit** means the maximum number of Option

Deeds You (including any Related Party) may enter into or have on foot with the Agency at any one time across all Agency estates.

**Block Selection Appointment** means the time, date and location allocated to you when you register for an appointment to select one or more Option Blocks.

**Call Option Period** means the period commencing on the date of the Option Deed and expiring 6 months later, or as defined in your Option Deed.

**Contact Phone Number** means (02) 6205 0600

**Email Address** means [suburbanland@act.gov.au](mailto:suburbanland@act.gov.au)

**Exchange Appointment** means the time specified in the Holding Notice for you to attend the Agency's Solicitor to exchange the Option Deed for your Option Block.

**Holding Notice** means the notice provided to you at your Block Selection Appointment by the Appointed Agent confirming the Option Blocks you selected are on hold.

**Holding Notice Period** means the period commencing on the date of a Holding Notice and ending up to 7 days later.

**Option** means a call option or a put option.

**Option Blocks** means the residential blocks available for purchase from the Agency that are identified as being available for sale under an Option Deed.

**Option Deed** means a put and call option deed.

**Sales Venue** means the venue specified in your Block Selection Appointment confirmation.

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