



BALLOT CONDITIONS

The Land Development Agency (LDA) and its Appointed Sales Agent strongly recommend obtaining independent legal, financial and accounting advice before entering into a First Grant Contract.

1. These Ballot Conditions apply to the Ballot Event specified in the Key Dates and Requirements in the Ballot Pack. Capitalised terms are defined at the end of these conditions.
2. A reference to “you” or “your” below is a reference to the Applicant or Applicants specified in the Online Ballot Application submitted to the Land Development Agency (LDA) (or its Appointed Sales Agent).

SUMMARY OF PURCHASE OPTIONS

3. There are two purchase options:

Sale Type	Conditions	Ballot Process
1 Standard Lease	<ul style="list-style-type: none"> • You must be: <ul style="list-style-type: none"> ○ an individual aged 18 years or older; or ○ a corporation that is registered under the Corporations Act 2001 (Cth) and has been issued with an Australian Company Number (ACN); or ○ a combination of the above. 	<ul style="list-style-type: none"> • Submit your Online Ballot Application and receive a Ballot Number. • If you are successful in being allocated a Block Selection Appointment, make your choice from the available blocks and immediately after your selection: <ul style="list-style-type: none"> ○ exchange a First Grant Contract; and ○ pay the deposit (5% of Price by cheque/EFTPOS or 10% of Price by Bank Guarantee or Deposit Bond). • Pay stamp duty on the First Grant Contract for your block to the ACT Revenue Office. • Settle the First Grant Contract for the block by: <ul style="list-style-type: none"> ○ paying the remainder of the purchase price; and ○ signing the Standard Lease.
2 Land Rent Lease	<ul style="list-style-type: none"> • You must be an individual aged 18 years or older. • You must meet the following Eligibility Criteria: <ul style="list-style-type: none"> ○ you and your Domestic Partner must not own any other real property; ○ the combined income for you and your Domestic Partner must not exceed the Income Threshold Amount; and ○ you must live on the land following construction of a dwelling. 	<ul style="list-style-type: none"> • Submit your Online Ballot Application: <ul style="list-style-type: none"> ○ indicate your intention for a Land Rent Lease; and ○ receive a Ballot Number. • If you are successful in being allocated a Block Selection Appointment, make your choice from the available blocks and immediately after your selection: <ul style="list-style-type: none"> ○ exchange a First Grant Contract; ○ complete an Application for Land Rent Lease; and ○ pay the \$2,000. Security Payment. • Within 90 days of exchanging a First Grant Contract provide to the LDA’s solicitor: <ul style="list-style-type: none"> ○ the Statutory Declaration following legal advice; ○ the Financial Advice Certificate following financial advice; and ○ evidence of attendance at the CIT Information Session. • Pay stamp duty on the First Grant Contract for the block to the ACT Revenue Office. • Provide evidence to ACT Revenue Office as required by clause 18.8 of the First Grant Contract. • Settle the First Grant Contract for the block by signing the Land Rent Lease and commence paying land rent.



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BALLOT PACK

4. If any of the documents contained in the Ballot Pack are amended prior to the Ballot Draw, copies of the amended documents will be made available to you by the LDA (or its Appointed Sales Agent). Amendments made after the Ballot Draw may only be made available to you if you have been allocated a Block Selection Appointment.
5. You should make your own enquiries and satisfy yourself as to the accuracy of the information contained in the documents included in the Ballot Pack and any other conditions for participating in the Ballot advertised by the LDA (or its Appointed Sales Agent), prior to applying to participate in the Ballot.

BALLOT APPLICATION

6. To apply to participate in this Ballot you must complete and submit the Online Ballot Application at www.lda.act.gov.au or as specified in the Key Dates and Requirements.
7. You must ensure your Online Ballot Application includes the names of all persons or companies to be included in a First Grant Contract if you are successful and select a block. Only those registered in your Online Application can be included as a buyer in the First Grant Contract.
8. Your Online Ballot Application is an application to participate in this Ballot only and does not represent an application to participate in any other ballots conducted by the LDA. By lodging an Online Ballot Application, you agree to abide by these Ballot Conditions.
9. The Key Dates and Requirements specify the dates and times during which Online Ballot Applications can be submitted. Applications will not be accepted after the applicable date and time specified in the Key Dates and Requirements.
10. When attending your Block Selection Appointment, photo identification (e.g. driver's licence or passport) and proof of your current address (e.g. current bank statement, public utility record or other proof of address acceptable to the LDA) will need to be provided.
11. If you do not have internet access the LDA (or its Appointed Sales Agent) can assist you with the provision of all documentation, completing your Online Ballot Application and providing you with information on available blocks.
12. After submitting your Online Ballot Application, you will be provided with a Ballot Number by email (or letter if you have advised the LDA or its Appointed Sales Agent that you cannot accept email).

EXCLUSION OF APPLICATIONS FOR THE BALLOT

Who is eligible?

13. Subject to the conditions specified in paragraph 3,

you are eligible to make an application to participate in the Ballot if you are:

- a) an individual aged 18 years or older; or
- b) a corporation that is registered under the Corporations Act 2001 (Cth) and has been issued with an Australian Company Number (ACN); or
- c) a combination of (a) and (b).

14. You, or a Related Party to you, may only submit one Online Ballot Application to participate in the Ballot.

15. Your Online Ballot Application will be rejected if:

- a) you are not eligible to participate in the Ballot under paragraph 13 of these Ballot Conditions;
- b) you have already submitted an Online Ballot Application individually or as one member of a combination of individuals and/or corporations that has not been rejected;
- c) a Related Party to you has already submitted an Online Ballot Application individually or as one member of a combination of individuals and/or corporations that has not been rejected;
- d) you have provided false or misleading information in your Online Ballot Application;
- e) acceptance of your Online Ballot Application indicating your preference for a Land Rent Lease may result in you or a "Related Party" to you having more than one (1) exchanged First Grant Contract for a Land Rent Lease if you are successful in this Ballot;
- f) your Online Ballot Application has not been fully completed to the satisfaction of the LDA;
- g) your personal details specified on your Online Ballot Application do not match your identification or proof of address; or
- h) the submission of your Online Ballot Application or anything contained in your Online Ballot Application does not otherwise comply with any of the conditions for participation in the Ballot including these Ballot Conditions, the Key Dates and Requirements, the conditions on any forms required to be completed to participate in this Ballot and any other conditions otherwise advertised by the LDA.

Definition of "Related Party"

16. Where you are a person, a "Related Party" to you is:

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

17. Where you are a company, a "Related Party" to you is:

- a) your director or secretary; or
- b) a person who is a spouse or domestic partner of your director or secretary; or



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- c) a company where your director or secretary is also a director or secretary of that company; or
- d) a company where your director or secretary is a spouse or domestic partner of a director or secretary of that company.

Assessment of Applications

18. The LDA may, at its sole and absolute discretion, reject any Online Ballot Application at any time and exclude an Applicant from further participation in the Ballot even if the Applicant has been offered a Block Selection Appointment or selected a block. The LDA's decision in this regard will be final.
19. The LDA or its Appointed Sales Agent or legal adviser may make any further enquiries and request any further information that it deems necessary, from you or other persons, at any time, for any reason in connection with the Ballot including requesting a further statutory declaration(s) and/or interviewing you or other parties in relation to your Online Ballot Application. If you fail to cooperate with the LDA or its Appointed Sales Agent or legal adviser in this regard or fail to provide the further information within the timeframes specified in the Key Dates and Requirements, you may be excluded from further participation in the Ballot.
20. The LDA, its Appointed Sales Agent or legal adviser will use its best endeavours to notify you if your Online Ballot Application has been rejected.
21. Ballot Numbers in relation to rejected Online Ballot Applications will be excluded from the Ballot Draw.

BALLOT DRAW

22. Your Ballot Number will be entered into the Ballot Draw unless your Online Ballot Application is excluded by the LDA or you notify the LDA, its Appointed Sales Agent or legal adviser that you wish to withdraw your Ballot Number from the Ballot Draw.
23. Ballot Numbers will be drawn at the location designated by the LDA (or its Appointed Sales Agent) and in the presence of independent observers.
24. The following details will be published on the dates notified in the Key Dates and Requirements on the LDA website or the relevant project website:
 - a) the drawn Ballot Numbers; and
 - b) the order of the drawn Ballot Numbers
25. The LDA (or its Appointed Sales Agent) will email you following the Ballot Draw asking you to confirm by a specified date if you would like a Block Selection Appointment. You will only be allocated a Block Selection Appointment if you confirm with the LDA (or its Appointed Sales Agent) by the specified date that you would like a Block Selection Appointment..
26. Block Selection Appointments will be allocated in the order of the drawn Ballot Numbers and will be emailed to successful Applicants and published on

the LDA website or on the website specified in the Key Dates and Requirements.

BLOCK SELECTION

27. This section only applies to you if you are notified that you have a Block Selection Appointment.
28. Block selection will take place at the location advised by the LDA (or its Appointed Sales Agent). You (including all persons or representatives listed on your Online Ballot Application) or your 'Agent' (see paragraphs 49 – 51 below) must register at your Block Selection Appointment so that your Ballot Number is called.
29. If you or your 'Agent' do not register at your Block Selection Appointment, your Ballot Number will not be called and you will not be able to select a block.
30. If you register after your Block Selection Appointment has commenced, at the LDA's discretion and if time permits, your Ballot Number may be called once all other Ballot Numbers that have correctly registered for the same Block Selection Appointment time have been called.
31. If there is no response from you or your Agent to the call of your Ballot Number, your Ballot Number will be excluded from any further participation in the Ballot and the next drawn Ballot Number will be called to select a block.
32. If you fail to select and indicate the choice of a block to the LDA officer or the Appointed Sales Agent's officer conducting the Ballot within five minutes of your Ballot Number being called you may be excluded from further participation in the Ballot.
33. Following the selection of your block you or your Agent must confirm your selection with the LDA officer or the Appointed Sales Agent's officer conducting the Ballot. You or your Agent will not be permitted to change your block selection once this has been confirmed with the LDA officer or the Appointed Sales Agent's officer conducting the Ballot.
34. Block selection will continue until:
 - a) each Applicant entered into the Ballot Draw has had the opportunity to select a block or is excluded from the Ballot in accordance with these Ballot Conditions; or
 - b) all available blocks for the Ballot have been sold by the LDA, whichever occurs first.
35. The LDA reserves the right to cancel block selection at any time during the Ballot, even if there are blocks remaining, and will place a notice on its website if block selection is cancelled.

EXECUTION OF DOCUMENTATION FOLLOWING BLOCK SELECTION

36. Immediately following selection of a block, you or your Agent must:
 - a) provide the LDA (or its Appointed Sales Agent)



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with:

- i. photo identification for you (e.g. driver licence or passport); and
 - ii. proof of your current address (e.g. driver licence, current bank statement, public utility record or other proof of address acceptable to the LDA);
- b) execute and exchange a First Grant Contract for the block selected with the LDA in the form of the Specimen First Grant Contract and be in a position to comply with the First Grant Contract upon execution;
 - c) if you are electing to purchase the right to the grant of a land rent lease provide the LDA (or its Appointed Sales Agent) with a duly completed and executed application for land rent lease in the form included in the Ballot Pack;
 - d) if you are represented by an Agent, your Agent must also provide the LDA (or its Appointed Sales Agent) with a duly completed Buyer Appointment of Agent Form and appropriate proof of identification (see paragraphs 49 - 51 below); and
 - e) pay the monies required in this Ballot Pack.
37. If you fail to comply with these conditions, the LDA may exclude you from further participation in the Ballot and will not exchange a First Grant Contract with you.

First Grant Contract

38. The only person(s) that will be entered on your First Grant Contract are those listed on your Online Ballot Application.
39. Additions or changes to your details will only be permitted in limited circumstances to correct minor and insignificant errors (for example to correct errors of a typographical nature or to correct an accidental omission of your middle name).
40. You will not be permitted to add or substitute you with, a new person or company to the First Grant Contract.

Application for Land Rent Lease

41. You will only be permitted to elect to purchase the right to the grant of a Land Rent Lease for a block if your Application for Land Rent Lease has been accepted by the LDA on behalf of Planning and Land Authority. For the avoidance of doubt, this will not preclude you from electing to purchase the right to the grant of a Standard Lease.
42. Your Application for Land Rent Lease may be rejected if:
- a) You have indicated "Yes" at Section 2 and Section 3 of the Application for Land Rent Lease indicating that you are ineligible for the grant of a Land Rent Lease; or
 - b) acceptance of the Application for Land Rent

- c) Lease may result in you or a "Related Party" to you having more than one (1) exchanged First Grant Contract for a Land Rent Lease; or
- d) the Application for Land Rent Lease has not been fully completed or executed to the satisfaction of PLANNING AND LAND AUTHORITY or the LDA; or
- e) you have made a false declaration in the Application for Land Rent Lease; or
- f) PLANNING AND LAND AUTHORITY has not invited applications for the right to the grant of a Land Rent Lease for the Block; or
- g) a name on the Application for Land Rent Lease is different to a name on the Online Ballot Application; or
- h) you have not provided the Security Payment to the LDA; or
- i) the Application for Land Rent Lease does not otherwise comply with any of the conditions or requirements advertised for this Ballot.

43. Under Section 7 of the *Land Rent Act 2008* (ACT), the LDA or PLANNING AND LAND AUTHORITY may reject an Application for Land Rent Lease even if applications have been invited.

Standard Lease – payment of deposit

44. If you elect to purchase the right to the grant of a Standard Lease, you must provide a deposit for the amount equal to
- a) 5% of the Price if you are paying by personal or bank cheque or EFTPOS; or
 - b) 10% of the Price if you are paying by Bank Guarantee or Deposit Bond,
- at the time of signing the First Grant Contract.

45. Please note cash will NOT be accepted.

46. If you intend to pay the deposit by bank guarantee or deposit bond, the expiry date must not be earlier than the date specified in the First Grant Contract. The LDA may not accept bank guarantees or deposit bonds that expire prior to that date.

Land Rent Lease – payment of Security Payment

47. If you elect to purchase the right to the grant of a Land Rent Lease, no deposit is required to be paid, however, you will be required to pay a Security Payment (see Application for Land Rent Lease in the Ballot Pack). The Security Payment may be paid in the form of a personal or bank cheque, or EFTPOS.
48. Please note cash will NOT be accepted.

BUYER APPOINTMENT OF AGENT FORM

49. If you are unable to attend your Block Selection Appointment, you may appoint a person to act on your behalf ("Agent") by completing a Buyer Appointment of Agent Form. If your Agent selects a block on your behalf your Agent will be required to execute and exchange a First Grant Contract for that



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block on your behalf in accordance with the terms of these Ballot Conditions.

50. The Buyer Appointment of Agent Form must be presented to the LDA (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. The Agent **may not** complete the Application for Land Rent Lease or Buyer Appointment of Agent Form on your behalf. This must be completed by you and brought to the Block Selection Appointment by your Agent.

51. If you appoint an Agent, a reference to “you” includes your Agent.

COMMUNICATION

52. All questions regarding the Ballot should be directed to the LDA (or its Appointed Sales Agent) in accordance with the Key Dates and Requirements.

53. At any time the LDA, its Appointed Sales Agent or legal adviser may request further information from you for the purposes of determining whether to exclude you from participating in the Ballot. If you fail to provide the further information requested by the LDA, its Appointed Sales Agent or legal adviser within the timeframe required by the LDA, the LDA may exclude you from further participating in the Ballot.

DISCLAIMERS AND OTHER RIGHTS AND LIABILITIES

54. The LDA and its Appointed Sales Agent make no representations or warranties as to the suitability of any Crown Lease for a block for you. The LDA and its 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.

55. Nothing in the Ballot Pack will be construed to create any binding contract (express or implied) between the LDA (or its Appointed Sales Agent) and you or your Agent(s) 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 contract is not, and the content in the Ballot Pack is not, and will not be deemed to be:

- a) an offer to contract; or
- b) a binding undertaking of any kind by the LDA (or its 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.

56. Without limiting the rights at law or otherwise and according to such processes as it may determine to be appropriate, the LDA may:

- a) exclude you from participating in the Ballot for failing to comply with these Ballot Conditions, the Online Ballot Application system or any other condition for participating in this Ballot advertised by the LDA;
- b) amend any document in the Ballot Pack including these Ballot Conditions, the Online Ballot Application system or any other condition for participating in this Ballot advertised by the LDA;
- c) seek an amended Online Ballot Application or any other application or form included in the Ballot Pack;
- d) consider and accept or reject any Online Ballot Application or Application for Land Rent Lease;
- e) ask for further information in relation to an Online Ballot Application or Application for Land Rent Lease;
- f) suspend or cease to proceed with the Ballot or any part of the Ballot, any Online Ballot Application, Application for Land Rent Lease or Block Selection Appointment; or
- g) vary or extend any time or date in the Key Dates and Requirements or in any other condition for participating in this Ballot advertised by the LDA.

57. Participation in any stage of this Ballot or in relation to any matter concerning this Ballot will be at your sole risk, cost and expense. The LDA (or its Appointed Sales Agent) will not be responsible in any circumstance for any costs or expenses incurred by you in preparing for the Ballot or in taking part in the Ballot or taking any action related to the Ballot.

58. Neither the LDA nor its officers, employees, advisers or Appointed Sales Agents will be liable to you on the basis of any promissory estoppel, quantum meruit or on any other contractual, quasi contractual or restitutionary grounds or any rights with a similar legal or equitable basis whatsoever or in negligence as a consequence of any matter or thing relating or incidental to your participation in the Ballot, including, without limitation, instances where the LDA exercises its rights under these Ballot Conditions.

59. If you are one of two or more Applicants named in the Online Ballot Application you are liable for all of the obligations under these Ballot Conditions both separately on your own and jointly with the other person or persons named as Applicants.

60. The LDA and its Appointed Sales Agent have taken all reasonable steps to preserve the security and ensure the prompt transmission of information provided to the LDA. However, the LDA and its Appointed Sales Agent do not guarantee the security and speed of any data transmission over the internet. While the LDA and its Appointed Sales Agent strive to ensure security and prompt transmission of information provided to them, the LDA and its Appointed Sales Agent do not warrant and cannot



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ensure the security, speed or the LDA's receipt of information which you transmit to the LDA. The LDA and its Appointed Sales Agent exclude all liability to you for any costs, expenses, losses and damages suffered or incurred by you in connection with your use of the LDA or a relevant LDA project website, whether that liability arises in contract notwithstanding any other provision in these Ballot Conditions, tort (including by the LDA or its servants, employees, contractors or agents negligence) or under statute.

61. By applying for this Ballot you:

- a) acknowledge and accept the LDA's privacy policy (available on the LDA website at www.lda.act.gov.au);
- b) acknowledge and accept that it is the LDA's usual practice to provide the ACT Revenue Office with information relating to the sale of land including details of First Grant Contracts that have been exchanged and personal details of buyers as defined in the schedule of the Contracts. This information is provided for various purposes including determining whether you satisfy the Eligibility Criteria, allowing the ACT Revenue Office to determine outstanding duty to be paid and your liability to pay Land Rent; and
- c) consent to the LDA disclosing your personal information to other ACT and Commonwealth government agencies in accordance with the *Information Privacy Act 2014*.

62. The promoter for this Ballot is the Land Development Agency.

63. The LDA's ABN is 20 419 925 579.

DEFINED TERMS

64. Capitalised terms in these Ballot Conditions have the following meanings:

Agent has the meaning specified in paragraph 49 of these Ballot Conditions;

Applicant means the natural person and/or corporation specified as such in the Online Ballot Application;

Application for Land Rent Lease means the document described as such and included in the Ballot Pack;

Appointed Sales Agent means a real estate agent appointed by the LDA to sell land on behalf of the LDA as specified in the Key Dates and Requirements;

Ballot means the ballot for the land described in the Key Dates and Requirements;

Ballot Conditions means this document including conditions for participation in this Ballot;

Ballot Draw means the draw of all Ballot Numbers included in the draw which will determine the order of block selection by Applicants;

Ballot Event means the Ballot event specified in the Key Dates and Requirements;

Ballot Number means the number allocated to an Applicant following submission of an Online Ballot Application;

Ballot Pack means the pack of documentation applicable to the Ballot comprising the following documents:

- Ballot Conditions;
- Key Dates and Requirements;
- Buyer Appointment of Agent Form;
- Application for Land Rent Lease;
- Specimen First Grant Contract;
- Housing Development Guide for blocks available in this Ballot;
- a copy of the blocks available and price list; and
- any variations to the above documents advertised by the LDA;

Bank Guarantee has the same meaning as in the First Grant Contract;

Block means the block of land subject to your First Grant Contract;

Block Selection Appointment means the appointment allocated to you following the Ballot Draw where you may select an available block and enter into a First Grant Contract for that block with the LDA;

Buyer Appointment of Agent Form means the document described as such and included in the Ballot Pack;

Canberra Institute of Technology or **CIT** means the educational establishment which conducts courses for those purchasers that intend to purchase the right to the grant of a Land Rent Lease;

CIT Information Session has the same meaning as in the First Grant Contract;

Crown Lease means a Standard Lease or a Land Rent Lease as applicable to the Applicant's First Grant Contract;

Deposit Bond has the same meaning as in the First Grant Contract;

Domestic Partner has the same meaning as in the First Grant Contract;

Eligibility Criteria has the same meaning as in the Application for Land Rent Lease;

Financial Advice Certificate means the Financial Advice Certificate at Annexure D of the First Grant Contract;

First Grant Contract means the legally binding contract required to be executed by you and the LDA following your Block Selection Appointment in the form of the Specimen First Grant Contract;

Income Threshold Amount has the same meaning as in the *Land Rent Act 2008* (ACT);



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Key Dates and Requirements means the document described as such for the Ballot included in your Ballot Pack;

Land Rent Lease has the meaning specified in the Specimen First Grant Contract;

LDA means the Land Development Agency;

Online Ballot Application means the application for this Ballot at www.lda.act.gov.au;

Planning Act means the *Planning and Development Act (2007)* ACT;

Planning and Land Authority means the body corporate established in accordance with the Planning Act;

Price has the same meaning as in the First Grant Contract;

Related Party has the meaning specified at paragraphs 16 and 17 of these Ballot Conditions;

Security Payment means security to be provided to the LDA by you to secure your obligations to complete the First Grant Contract;

Specimen First Grant Contract means the applicable First Grant Contract included in the Ballot Pack;

Standard Lease has the meaning specified in the Specimen First Grant Contract; and

Statutory Declaration means the Statutory Declaration at Annexure E of the First Grant Contract.

Land Development Agency
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