



BALLOT CONDITIONS

The Land Development Agency (LDA) and its Appointed Sales Agent strongly recommend obtaining independent legal, financial and accounting advice before entering into an Put and Call Option Deed or Contract for Sale.

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. Blocks will be offered in Lots for this Ballot Event. Each Lot may contain between 1 and 13 blocks as specified in the Ballot Brochure. You will not be entitled to select only individual blocks within a Lot.
4. There are three purchase options:

Option	Lot Types	Agreements	Conditions
1	89 Single Residential Lots	Put and Call Option Deeds	<ul style="list-style-type: none"> • Put and Call Option Deed providing you with options allowing you to make a choice of whether to nominate a buyer to purchase a Standard Lease or Land Rent Lease. <ul style="list-style-type: none"> ○ Call Option for Land Rent Lease: You must nominate an Eligible Buyer and the contract will be conditional on that buyer obtaining eligibility prior to completion. The Eligible Buyer can elect to purchase a Standard Lease prior to completion (instead of a Land Rent Lease). ○ Call Option for Standard Lease: standard clauses allowing you to nominate any type of buyer within the Call Option Period. ○ Put Option for Standard Lease only: If you do not exercise the Call Option, following the expiry of the Call Option Period (3 months after the land is ready), the LDA will exercise the Put Option requiring you to exchange and settle on the block as a Standard Lease.
2	Two Multi Unit Lots	Contract for Sale	<ul style="list-style-type: none"> • Contract for Sale will contain standard conditions of sale. • One Lot will contain a Project Delivery Agreement.
3	One Mixed Lot: containing a Multi Unit Block and 12 Single Residential Blocks	Contract for Sale for Multi Unit Block Put and Call Option Deeds for Single Residential Blocks	<ul style="list-style-type: none"> • Contract for Sale for Multi Unit Block will contain standard conditions of sale. There will be no Project Delivery Agreement. • Put and Call Option Deeds providing you with options as above per Option 1.

5. If you are successful in being allocated a Lot Selection Appointment following the Ballot Draw, you will be required to:
 - a) make your choice from the available Lots at your allocated Lot Selection Appointment; and
 - b) immediately after making your selection, as applicable:
 - c) exchange a Put and Call Option Deed for each Single Residential Block in the Lot and pay the Option Fees; and/or
 - d) exchange a Contract for Sale for the Multi Unit Lot and pay the Deposit.
6. You must enter the applicable agreements in the name included in your Online Ballot Application. You will not be permitted to enter into any agreement with a different name.



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BALLOT PACK

7. 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 Lot Selection Appointment.
8. 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

9. 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.
10. You must ensure that your Online Ballot Application includes the names of all persons or companies to be included in a Put and Call Option Deed and/or Contract for Sale if you are successful and select a Lot.
11. 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.
12. 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.
13. 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 Lots.
14. 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?

15. 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), and
 - d) you hold a current Builder's Licence, Class C or

above and which does not expire prior to exchange of a Put and Call Option Deed and/or Contract for Sale.

16. If you are registering as a corporation, you must also provide the details of your Registered Nominee with a current Builder's Licence, Class C or above and which does not expire prior to the exchange of a Put and Call Option Deed and/or Contract for Sale.
17. It is the intent of this Ballot to limit Online Ballot Applications to one per "builder". For example, if Building Company A is owned by or employs persons X, Y and Z, if Building Company A submits an Online Ballot Application, Persons X, Y and Z will not be permitted to submit an Online Ballot Application separately.
18. Only one Online Ballot Application may be submitted for each individual or company who holds a Builder's Licence.
19. You, your Registered Nominee, or a Related Party to you or your Registered Nominee, may only submit one Online Ballot Application to participate in the Ballot.
20. Your Online Ballot Application will be rejected if:
 - a) you are not eligible to participate in the Ballot under paragraph 15 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) your Registered Nominee, or a Related Party to you or your Registered Nominee 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) your Online Ballot Application has not been fully completed to the satisfaction of the LDA;
 - f) your personal details specified on your Online Ballot Application do not match your identification or proof of address; or
 - g) 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"

21. 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



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- c) a company of which your spouse or domestic partner is a director or secretary.
22. 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
 - 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

23. 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 Lot Selection Appointment or selected a Lot. The LDA's decision in this regard will be final.
24. The LDA or its Appointed Sales Agent or legal advisor 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 advisor 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.
25. The LDA, its Appointed Sales Agent or legal advisor will use its best endeavours to notify you if your Online Ballot Application has been rejected.
26. Ballot Numbers in relation to rejected Online Ballot Applications will be excluded from the Ballot Draw.

BALLOT DRAW

27. 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 advisor that you wish to withdraw your Ballot Number from the Ballot Draw.
28. Ballot Numbers will be drawn at the location designated by the LDA (or its Appointed Sales Agent) and in the presence of independent observers.
29. 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.
30. 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 Lot Selection

Appointment. You will only be allocated a Lot Selection Appointment if you confirm with the LDA (or its Appointed Sales Agent) by the specified date that you would like a Lot Selection Appointment.

31. Lot Selection Appointments will be allocated in the order of the drawn Ballot Numbers and will be published on the LDA website or on the website specified in the Key Dates and Requirements.

LOT SELECTION

32. This section only applies to you if you:
- a) confirm you would like a Lot Selection Appointment; and
 - b) are notified that you have a Lot Selection Appointment.
33. Lot 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 46 – 48 below) must check in at your Lot Selection Appointment so that your Ballot Number is called.
34. If you or your Agent do not check in at your Lot Selection Appointment, your Ballot Number will not be called and you will not be able to select a Lot.
35. If you check in after your Lot 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 checked in for the same Lot Selection Appointment time have been called.
36. 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 Lot.
37. If you fail to select and indicate the choice of a Lot 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.
38. Following the selection of your Lot, 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 Lot selection once this has been confirmed with the LDA Officer or the Appointed Sales Agent's Officer conducting the Ballot.
39. Lot selection will continue until:
- a) each Applicant entered into the Ballot Draw has had the opportunity to select a Lot or is excluded from the Ballot in accordance with these Ballot Conditions; or
 - b) all available Lots for the Ballot have been sold by the LDA, whichever occurs first.



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40. The LDA reserves the right to cancel Lot selection at any time during the Ballot, even if there are Lots remaining, and will place a notice on its website if Lot selection is cancelled.

EXECUTION OF DOCUMENTATION FOLLOWING LOT SELECTION

41. Immediately following selection of a Lot, you or your Agent must:

- a) provide the LDA (or its Appointed Sales Agent) with:
 - i. a copy of the Builder's Licence submitted with your Online Ballot Application; and
 - ii. photo identification (e.g. driver's licence or passport) and your proof of current address (e.g. current bank statement, public utility record or other proof of address acceptable to the LDA);
- b) execute and exchange a Put and Call Option Deed and/or Contract for Sale (as applicable) for each block in the Lot selected with the LDA and be in a position to comply with the Put and Call Option Deed and/or Contract for Sale upon execution;
- c) if you are represented by an Agent, your Agent must also provide the LDA (or its Appointed Sales Agent) with a duly completed Appointment of Agent Form and appropriate proof of identification (see paragraphs 46 - 48 below); and
- d) pay the Option Fee and/or deposit required in the requisite form.

42. If you fail to comply with these conditions, the LDA may exclude you from further participation in the Ballot and will not exchange a Put and Call Option Deed and/or Contract for Sale with you.

Put and Call Option Deed and/ Contract for Sale

43. The only person(s) or corporation(s) that will be entered on the Put and Call Option Deed and/or Contract for Sale are those listed on your Online Ballot Application.
44. 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).
45. You will not be permitted to add or substitute yourself with, a new person or company to the Put and Call Option Deed and/or Contract for Sale.

APPOINTMENT OF AGENT FORM

46. If you are unable to attend your Lot Selection Appointment, you may appoint a person to act on your behalf ("Agent") by completing an Appointment of Agent Form. If your Agent selects a Lot on your behalf your Agent will be required to execute and exchange a Put and Call Option Deed and/or

Contract for Sale for that Lot in accordance with the terms of these Ballot Conditions.

47. The Appointment of Agent Form must be presented to the LDA (or its Appointed Sales Agent) by your Agent at your Lot Selection Appointment prior to selecting a Lot and must be accompanied by photo identification for you and the Agent.
48. If you appoint an Agent, a reference to "you" includes your Agent.

COMMUNICATION

49. All questions regarding the Ballot should be directed to the LDA (or its Appointed Sales Agent) in accordance with the Key Dates and Requirements.
50. At any time the LDA, its Appointed Sales Agent or legal advisor 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 (or its Appointed Sales Agent) within the timeframe required by the LDA, the LDA may exclude you from further participating in the Ballot.

DISCLAIMERS AND OTHER RIGHTS AND LIABILITIES

51. 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 Put and Call Option Deed and/or Contract for Sale.
52. 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).
53. 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



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- 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;
 - e) ask for further information in relation to an Online Ballot Application;
 - f) suspend or cease to proceed with the Ballot or any part of the Ballot, any Online Ballot Application or Lot 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.
54. 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.
55. 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.
56. 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.
57. 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 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.
58. 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 allowing the ACT Revenue Office to determine outstanding duty to be paid and an Applicant's liability to pay Land Rent; and
 - c) consent to the LDA disclosing your personal information to other ACT and Commonwealth government agencies.
59. The promoter for this Ballot is the Land Development Agency.
60. The LDA's ABN is 20 419 925 579.
- ### DEFINED TERMS
61. Capitalised terms in these Ballot Conditions have the following meanings:
- Agent** has the meaning specified in paragraph 46 of these Ballot Conditions;
- Applicant** means the natural person and/or corporation specified as such in the Online Ballot Application;
- Appointed Sales Agent** means an agent appointed by the LDA to sell land on behalf of the LDA as specified in the Key Dates and Requirements;
- Appointment of Agent Form** means the document described as such and included in the Ballot Pack;
- Ballot** means the ballot for the land described in the Key Dates and Requirements;
- Ballot Brochure** means the document described as such including a list of blocks and included in the Ballot Pack;
- 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 specify the order of block selection by Applicants;
- Ballot Event** means the Ballot event specified in the Key Dates and Requirements;
- Ballot Pack** means the pack of documentation applicable to the Ballot comprising the following documents:
- Ballot Conditions;
 - Key Dates and Requirements;



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- Ballot Brochure;
- Appointment of Agent Form;
- Specimen Put and Call Option Deed (including Specimen First Grant Contract);
- Contract for Sale;
- Project Delivery Agreement;
- Moncrieff Builders' Ballot Block Plans for blocks available in this Ballot; and
- Land Ballot Checklist; and

Builder has the same meaning as in the *Construction Occupations (Licensing) Act 2004* (ACT);

Builder's Licence means a licence granted in accordance with the *Construction Occupations (Licensing) Act 2004* (ACT) as a Builder, Class C or above;

Call Option has the same meaning as in the Specimen Put and Call Option Deed;

Call Option Period has the same meaning as in the Specimen Put and Call Option Deed;

Class C has the same meaning as in the *Construction Occupations (Licensing) Act 2004* (ACT);

Contract for Sale means the contract for sale for Multi Unit Blocks and described as such for the Ballot included in your Ballot Pack;

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

Deposit has the same meaning as in the Contract for Sale;

Eligible Buyer has the same meaning as in the Specimen First Grant Contract;

Specimen First Grant Contract means the document described as such for the Ballot included in your Ballot Pack;

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

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

LDA means the Land Development Agency;

Lot means the lots identified in the Ballot Brochure;

Lot Selection Appointment means the appointment allocated to you following the Ballot Draw where you may select an available Lot and enter into a Put and Call Option Deed and/or Contract for Sale for that Lot with the LDA;

Mixed Lot means the Lot identified in the Ballot Brochure as consisting of a Multi Unit Block and 12 Single Residential Blocks;

Multi Unit Block means a block allowing the construction of a Multi Unit development;

Multi Unit Lot means a lot identified as such in the Ballot Brochure;

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

Project Delivery Agreement means the document described as such for the Ballot included in your Ballot Pack;

Put and Call Option Deed means means the legally binding deed required to be executed by you and the LDA following your Lot Selection Appointment in the form of the Specimen Put and Call Option Deed;

Put Option has the same meaning as in the Specimen Put and Call Option Deed;

Registered Nominee means a nominee registered in accordance with the *Construction Occupations (Licensing) Act 2004* (ACT);

Related Party has the meaning specified at paragraphs 21 and 22 of these Ballot Conditions;

Single Residential Block means a block allowing the construction of a single dwelling;

Single Residential Lot means a lot consisting of two or more Single Residential Blocks;

Specimen Put and Call Option Deed means the Specimen Put and Call Option Deed included in the Ballot Pack; and

Standard Lease has the same meaning as in the Specimen First Grant Contract.

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