



## 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 RELEASE

1. The land, which is available for purchase from SLA:
  - (a) comprise single residential blocks;
  - (b) will be sold as either Land Ready or Land Not Ready, as specified in the First Grant Contract; and
  - (c) will be sold subject to the grant of a market value Crown lease.
2. The Blocks available for purchase from SLA will be listed on SLA Website and updated regularly.

### INTERPRETATION

3. 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

4. SLA may, and reserves the right to, amend, update, or replace the documents contained in the Sales Pack.
5. SLA will use reasonable endeavors to make the amended, updated or replaced document(s) contained in the Sales Pack available via SLA Website.
6. 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 Block, prior to signing the First Grant Contract.

### CHOOSING A BLOCK

7. To purchase a Block, you must:
  - (a) **Step 1:** Review the documents contained in the Sales Pack, including the First Grant Contract and Housing Development Guide, and seek advice regarding how you will finance your purchase of the Block selected at the Block Purchasing Appointment.
  - (b) **Step 2:** Check SLA Website for those Blocks which remain available to purchase and make a list of your preferred Blocks to assist you with selecting a Block at your Block Purchasing Appointment.

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

- (c) **Step 3:** Make an appointment with SLA by contacting the SLA Sales Team between 9:00am and 5:00pm, Monday to Friday, on 1800 777 952.

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

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

- (d) **Step 4:** Attend your Block Purchasing Appointment with the following:
  - (i) your Block Purchasing Appointment confirmation notification;
  - (ii) original and valid photographic identification (e.g. driver's licence and/or passport);
  - (iii) proof of your address (e.g. bank statement or utility records); and
  - (iv) means to make payment of the Depositat which time which time a representative of SLA will assist you to select a Block(s) to purchase.
- (e) **Step 5:** Once a Block has been selected, you must pay the Deposit (which is equivalent to 5%



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- of the price) to SLA at your Block 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 Block Purchasing Appointment
8. Following completion of the steps contained in clause 7:
- (a) SLA will issue a Holding Notice;
  - (b) a First Grant Contract will be issued to you / your legal representative; and
  - (c) you will have 14 calendar days from the date of the Block Purchasing Appointment to sign and exchange the First Grant Contract.
9. You acknowledge:
- (a) your Block Purchasing Appointment will be for a period of no longer than 10 minutes. If you are late to your Block Purchasing Appointment, you may have a shorter period of time to select a Block and/or you may be asked to make another Block Purchasing Appointment;
  - (b) your Block selection at the Block Purchasing Appointment will be managed by and at the absolute and unfettered discretion of SLA;
  - (c) if SLA determines that a Block Purchasing Appointment should not take place in person, SLA may, at SLA's absolute and unfettered discretion, require that the Block Purchasing Appointment take place electronically or by telephone;
  - (d) you will proceed to purchase the block(s) that you place under Holding Notice at your Block Purchasing Appointment(s);
  - (e) there is no agreement between you and SLA regarding the purchase of a Block until the Deposit has been paid, the First Grant Contract has been signed by both parties, and the First Grant Contracts are exchanged; and
  - (f) SLA reserves the right to cancel or withdraw from the sale of any Block at any time, even if there are Blocks available for sale.
10. If you are not available to attend your Block Purchasing Appointment, you may appoint a person (as agent) to attend on your behalf.
11. You may appoint an agent by completing and duly signing a Buyer Appointment of Agent Form.
12. You irrevocably authorise your agent to select a Block at the Block Purchasing Appointment on your behalf and to attend to each of the steps set out under clause 7, including payment of the Deposit.
13. At the Block Purchasing Appointment, your agent must provide:
- (a) the **original** completed and duly signed Buyer Appointment of Agent Form;
  - (b) a certified copy of your valid photographic identification;
  - (c) the agent's original and valid photographic identification; and
  - (d) any documentation showing a recent change of address if your current address is different to the address stated in your photographic identification.
14. 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.
15. If you appoint an agent, a reference to "you" or "your" in these Sales Conditions includes you and your agent.

### FIRST GRANT CONTRACT

16. Following your Block Purchasing Appointment, SLA's solicitor will prepare and issue to you / your legal representative the First Grant Contract for your selected Block.
17. You acknowledge:
- (a) only the personal details of the person(s) or company named 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.
18. You must sign the First Grant Contract and return the original signed First Grant Contract to SLA's solicitor within 14 calendar days of the date of your Block Purchasing Appointment for the purposes of exchange.
19. If you fail to satisfy clause 18, SLA may:
- (a) withdraw the First Grant Contract for your selected Block; and
  - (b) re-advertise and/or sell your selected Block.



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### PAYMENT OF DEPOSIT

20. If the Block Purchasing Appointment is held in-person, the Deposit may be paid by:
- (a) electronic Funds Transfer (EFT) to SLA's nominated account;
  - (b) EFTPOS (only Visa Card and Mastercard accepted);
  - (c) cheque, in favour of 'Suburban Land Agency'; or
  - (d) Bank Guarantee or Deposit Bond.

Cash will not be accepted.

21. If you intend to pay the Deposit by Bank Guarantee or Deposit Bond, you must obtain SLA's prior written approval for use. The Bank Guarantee or Deposit Bond must be submitted to SLA no later than five (5) Working Days prior to your Block Purchasing Appointment. The Bank Guarantee or Deposit Bond must have an expiry date of no earlier than the date which is 60 calendar days after the last date in the Estimated Date Range for Works for the Block (as defined in the First Grant Contract).
22. If the Block 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 Block Purchasing Appointment. The SLA may withhold or cancel the Holding Notice if you fail to provide proof of payment as required under this clause 22.
23. If you exchange the First Grant Contract but do not complete your purchase of your selected Block, 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.

### FOREIGN BUYER

24. 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 Block, you are not eligible to purchase a Block pursuant to these Sales Conditions.

### DATE FOR COMPLETION (SETTLEMENT)

25. The Date for Completion (or settlement) of the First Grant Contract will be:
- (a) if the selected Block is Land Not Ready, 42 calendar days from the date the Crown lease is served on you in accordance with the First Grant Contract; and

- (b) if the selected Block is Land Ready, 42 calendar days from the date of exchange of the First Grant Contract.

26. You acknowledge that a failure to settle on the Date for Completion may result in interest being incurred in accordance with the First Grant Contract, or termination of the First Grant Contract.
27. You acknowledge the Crown lease granted under the First Grant Contract will be subject to a restriction on transfer pursuant to section 298 of the Planning Act and any application for Minister's consent for the transfer of the Block cannot be lodged until after completion of the First Grant Contract.
28. 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.

### STAMP DUTY

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

For further information, contact the ACT Revenue Office by visiting [www.revenue.act.gov.au](http://www.revenue.act.gov.au)

### COMMUNICATION

30. All correspondence or queries relating to the sale of the Blocks should be directed to SLA.
31. 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

32. SLA makes no representation or warranty regarding the following:
- (a) that you will have the opportunity to select a Block at your Block Purchasing Appointment; or
  - (b) if you selected a Block at the Block Purchasing Appointment:
    - (i) the condition or state of repair of the Block;
    - (ii) the suitability of the Block for any purpose; or
    - (iii) the terms of the Crown lease for the Block.
33. 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.



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34. 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.
35. 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 Block and/or the opportunity to purchase a Block;
  - (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 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 Block 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 Block Purchasing Appointment;
    - (iii) preparing for the future development of the Block;
    - (iv) in taking any action related to the purchase of a Block, including obtaining legal, financial, or accounting advice; or
    - (v) in connection with the sale process.
36. 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 Block, or the First Grant Contract;
  - (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

37. 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.
38. By participating in the sale process, you:
- (a) acknowledge and accept SLA's Privacy Policy;
  - (b) 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 Block, which may include, but is not limited to, your personal details and the terms of the First Grant Contract; and
  - (c) 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

39. Capitalised terms in these Sale Conditions have the following meanings:
- (a) **Appointed Legal Advisor** means for Jacka, BAL Lawyers of Level 9, 40 Marcus Clarke Street, Canberra City ACT 2601, for Whitlam, MV Law, Level 2, 121 Marcus Clarke Street, Canberra 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 are available for purchase from SLA as stated on



**ACT**  
Government

**Suburban Land**  
Agency

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- SLA Website.
- (d) **Buyer Appointment of Agent Form** means the document described as such and forming part of the Sales Pack.
- (e) **Block Purchasing Appointment** means the appointment, at the time and date you selected, at which you may select an available Block to purchase from SLA.
- (e) **Crown lease** has the meaning given to that term in the First Grant Contract.
- (f) **Date for Completion** has the same meaning given to that term in the First Grant Contract.
- (g) **Deposit** has the meaning given to that term in the First Grant Contract
- (h) **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.
- (i) **First Grant Contract** means the First Grant Contract issued by the Appointed Legal Advisor for the Block selected at the Block Purchasing Appointment, substantially in the form of the Specimen First Grant Contract.
- (j) **Holding Notice** means the document titled 'Holding Notice' forming part of the Sales Pack under which SLA agrees to withhold the selected Block from sale for a period of 14 days from the date of the Block Purchasing Appointment.
- (k) **Housing Development Guide** means the document titled Residential Estate Housing Development Guidelines, forming part of the Sales Pack, as varied from time to time.
- (l) **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.
- (m) **Land Not Ready** means land on which services, and/or infrastructure have not been completed and which will be completed as a condition of completion under the First Grant Contract.
- (n) **Planning Act** means the *Planning and Development Act 2007* (ACT).
- (o) **Sales Conditions** means this document and the terms or requirement stated in any other document contained in the Sales Pack.
- (p) **Sales Pack** means the documentation made available by SLA for the sale of the Blocks, 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 Not Ready;
  - (iv) Specimen First Grant Contract – Land Ready;
  - (v) Housing Development Guide;
  - (vi) Holding Notice; and
  - (vii) Block Purchasing Appointment Checklist: and
- any amendment, update, or replacement of the above documents.
- (q) **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](http://www.suburbanland.act.gov.au)
- (r) **SLA Privacy Policy** means the privacy policy and/or statement published from time to time on SLA Website.
- (s) **Specimen First Grant Contract** means:
- (i) for a Block which is Land Not Ready, the document titled 'Specimen First Grant Contract – Land Not Ready' forming part of the Sales Pack; and
  - (ii) for a Block which is Land Ready, the document titled 'Specimen First Grant Contract – Land Ready' forming part of the Sales Pack.
- (t) **SLA Website** means the website managed by SLA.
- (u) **Working Days** has the meaning given to it by the *Legislation Act 2001* (ACT).