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Your Reference: Put and Call Option Agreement
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Tuesday, 23 March 2022

Wolk Nominees Holding
10 Miller Drive
North Sydney NSW 2060
Australia

PLY Finances Solutions
10 Adelaide Circle
Brisbane City QLD 4000
Australia

Dear Owner,

Build this legal document at
[https://www.legalconsolidated.com.au/
put-and-call-option-agreement/](https://www.legalconsolidated.com.au/put-and-call-option-agreement/) -
telephone us, we can help you
complete the questions.

Adj Professor, Dr Brett Davies - Partner

Put and Call Option Agreement

Thank you for instructing us to prepare the attached Put and Call Option Agreement.

How to print your document

When you are satisfied that the document is according to your instructions please:

1. Download the PDF (Don't print directly from the browser.)
2. Print the PDF Printer settings: A4 paper
100% scale (turn off 'fit to page')
3. Print single sided (NOT duplex).
4. Once signed keep this covering letter with the document.
(However, do not staple the covering letter to the document)

What is this Agreement?

You have built a legally binding contract where a person (Purchaser) buys the right, but not the obligation, to purchase the Asset at some point in the future from the Owner.

This document also grants the right, but not the obligation, for the Owner to force the Purchaser to purchase the Asset at some point in the future from the Owner.

Both parties have the right to exercise their options or to let the option lapse.

What do these terms mean?

The **Option Fee** is the amount paid by the parties to purchase the right. It is non-refundable whether the options are exercised or not. The Purchaser's Option Fee is part payment of the Purchase Price.

The **Purchase Price** is the full purchase price of the Asset if either option is exercised.

The **Option Period** is for how long the option is open. It can be any length of time - it might be two days, or two years, or even twenty years. The downside is that the longer the Option Period the longer the Owner has to keep the property.

The **Settlement Date** is when the full payment of the Purchase Price occurs.

Advantages for each party

For the Purchaser:

- Securing an option agreement minimises risk. This is a legally binding agreement that prevents the Owner (the person who owns the Asset) from selling the Asset to another party during the option period.
- The Purchase Price is clearly stated in the Option Agreement.

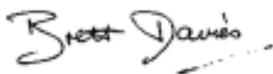
For the Owner:

- The Owner can guarantee that they can dispose of the Asset when they wish.
- They are certain of a buyer of their Asset.

The Option Fees are kept whether the option is exercised or not.

This now concludes the matter. Thank you for your instructions.

Yours sincerely,



Adj Professor, Dr Brett Davies, CTA, AIAMA, BJuris, LLB, LLM, MBA, SJD
National Taxation Partner
LEGAL CONSOLIDATED BARRISTERS & SOLICITORS

This is a sample of the document you are building on our law firm's website.

Depending how you answer the questions the document and our letter may be different.

We have a 100% money back guarantee. For any reason you can return the document to us for a full refund.

*Dr Brett Davies
Partner*

Legal Consolidated Barristers & Solicitors

Build the legal document at <https://www.legalconsolidated.com.au/put-and-call-option-agreement/> – telephone us. We can help you answer the questions.

On our law firm's website, you:

1. Retain legal professional privilege
2. Receive legal advice
3. Get a signed letter on our law firm's letterhead with the legal document
4. We take responsibility for the legal document

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Adj Professor, Dr Brett Davies - Partner



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Put and Call Option Agreement

This Put and Call Option Agreement is made between:

PLY Finances Solutions Pty Ltd ACN 287 412 365
10 Adelaide Circle, Brisbane City QLD 4000, Australia

(Owner)

and

Wolk Nominees Holding Pty Ltd ACN 549 745 116
10 Miller Drive, North Sydney NSW 2060, Australia

(Purchaser)

The parties agree:

WHAT IS THE BACKGROUND?

- A. The Owner owns the Asset.
- B. The Purchaser wants the Owner to grant to the Purchaser a Call Option. If the Call Option is exercised the Owner must sell the Asset to the Purchaser (Call Option).
- C. The Owner wants the Purchaser to grant to the Owner a Put Option. If the Put Option is exercised by the Owner, the Purchaser must buy the Asset (Put Option).

1. What are the parties agreeing to?

1.1 WHAT DO THESE WORDS MEAN?

1.1.1 Unless inconsistent with the subject matter the following means:

- (a) **Option Period** on or before 23 March 2021
- (b) **Exercise Date** the date the option is exercised
- (c) **Asset** being 'You Rippaa' Registration Number (Vic) 3393939-9393, HIN 38373738, white 1990 Bertram 26 Flybridge, 1990, single hull, 26.5ft, single hull
- (d) **Possession Date** the Settlement Date
- (e) **Purchaser's Covenant** all or any of the agreements contained in or implied by this deed to be observed and performed by any person other than the Owner
- (f) **Owner's Covenant** all or any of the agreements contained in or implied by this deed to be observed and performed by any person other than the Purchaser
- (g) **Settlement Date** being 28 days from the Exercise Date
- (h) **Owner's Powers** all or any of the rights, powers and remedies contained in or implied by this deed exercisable by the Owner against any person or in respect of the Asset
- (i) **Purchaser's Powers** all or any of the rights, powers and remedies contained in or implied by this deed exercisable by the Owner against any person or in respect of the Asset
- (j) **Purchaser Option Fee** \$1
- (k) **Owner Option Fee** \$1

In a Put and Call Option, the Owner can force the Purchaser to buy his Asset (Put Option). Similarly, the Purchaser can force the Owner to sell the Asset (Call Option). If neither the Owner nor the Purchaser exercises their Option then the sale never takes place.

- (l) **Option Fee** refers to both the Owner Option Fee and the Purchaser Option Fee as applicable
 - (m) **Purchase Price** \$350000 the total amount to purchase the Asset.
 - (n) **Encumbrances** includes a mortgage, charge, bill of sale, lien, pledge, easement, restrictive covenant, building condition, writ, warrant, caveat and the claim stated, or other interest of any third party affecting the Asset.
- 1.2 The terms **Owner** and **Purchaser** include their personal representatives, successors in title, assigns and legal personal representative respectively.
- 1.3 Where two or more persons are parties to this deed the agreements on their part are binding and observable by them jointly and each of them severally.
- 1.4 References to a statute include all amendments and any other statute enacted in substitution.
- 1.5 Headings do not affect the interpretation of this deed.

2. How much does the asset cost?

CALL OPTION

- 2.1 For the Purchaser's Option Fee paid by the Purchaser to the Owner, the Owner grants to the Purchaser a Call Option to purchase the Asset in part or in whole. The Asset is free of any Encumbrances for the Purchase Price.
- 2.2 The Owner acknowledges receiving the Purchaser's Option Fee.
- 2.3 The Owner warrants that it has all the powers and permissions necessary to transfer all indicator of title indefinitely both legal and beneficial interest to the Purchaser

Under the Call Option, the Purchaser may exercise the option to require the Owner to sell their Asset to the Purchaser. Under a Put Option, the Owner may exercise the option to require the Purchaser to purchase the Owner's Asset.

PUT OPTION

- 2.4 For the Owner's Option Fee paid by the Owner to the Purchaser, the Owner grants to the Owner a Put Option requiring, if exercised by the Owner, the obligation for the Purchaser to buy the Asset. The Asset is free of any Encumbrances for the Purchase Price.
- 2.5 The Purchaser acknowledges receiving the Owner's Option Fee.
- 2.6 The Owner warrants that it has all the powers and permissions necessary to transfer all indicator of title indefinitely both legal and beneficial interest to the Purchaser

3. How is the option exercised?

- 3.1 The Call Option is exercisable by;
- 3.1.1 notice in writing delivered to the Owner;
 - 3.1.2 at the Owner's above address;
 - 3.1.3 at any time on or before the Option Period; and
 - 3.1.4 if the Call Option is exercised the Owner sells and the Purchaser purchases the Asset for the Purchase Price upon the terms in this deed.
- 3.2 The Put Option is exercisable by;
- 3.2.1 notice in writing delivered to the Purchaser;
 - 3.2.2 at the Purchaser's above address;

- 3.2.3 at any time on or before the Option Period; and
- 3.2.4 if the Put Option is exercised the Owner sells and the Purchaser is obliged to purchase the Asset for the Purchase Price upon the terms in this deed.

4. Does the option price paid get credited against the purchase price?

- 4.1 If the option is exercised only the Purchaser's Option Fee forms part of the payment of the Purchase Price and is credited against the Purchase Price.

5. Option fee forfeited

- 5.1 If the option is not exercised the Option Fee is forfeited.

6. How much is the deposit if the put option or call option is exercised?

- 6.1 Upon the exercise of the option the Purchaser pays to the Owner 10% of the Purchase Price (**Deposit**).
- 6.2 For the purposes of the sale formed by the exercise of the Purchase Price of the option is deemed part of the deposit.

7. When does the purchaser get the asset?

- 7.1 The balance of the Purchase Price is paid to the Owner on the Settlement Date by bank cheque in favour of the Owner (or as the Owner may direct). The Seller delivers:
 - 7.1.1 evidence of the transfer of the Asset. (The transfer is prepared at the Purchaser's expense. The transfer is delivered to the Owner or to the Seller at a reasonable time before the Settlement Date); and
 - 7.1.2 all other items necessary to effect the transfer.

In the Put and Call Option Agreement:

1. the Owner grants to the Purchaser a call option. This entitles the Purchaser to call upon the Owner to sell the Owner's Asset

8. When does the purchaser take possession?

- 8.1 Subject to the Purchaser complying with this deed the Purchaser is entitled to possession of the Asset from and including the Possession Date.
- 8.2 Before the Possession Date the Owner is entitled to remain in possession of the Asset.

9. Can the purchaser take a look at the asset from time to time?

During the Option Period (and if the Put Option or Call Option is exercised then until the Settlement Date):

- 9.1 The Owner allows the Purchaser (and the Purchaser's servants and agents) full and free access to the Asset during normal business hours for the purposes of inspecting, testing the Asset, preparing plans, specifications and applying for licences (if any).

- 9.2 The Owner consents to the Purchaser making any applications relating to licences for the Asset. On request from the Purchaser, the Owner expeditiously signs all forms, consents and documents for such applications.

10. Can the owner encumber the asset?

The Owner must not during the Option Period or if the option is exercised after the exercise of the option encumber the Asset without first obtaining written consent.

11. Who pays legal and stamp duty costs?

- 11.1 Each party pays its own legal fees for this option and the sale and purchase of the Asset.
- 11.2 The Purchaser pays all stamp duties and transfer duties payable on any other contract arising from the exercise of the option.
- 11.3 The Purchaser also pays all costs of preparing any transfer of the Asset and the stamp duties relating to the transfer.

2. the Purchaser grants to the Owner a Put Option. This entitles the Owner to put to the Purchaser the purchase of the Owner's Asset.

12. Does the owner have to help the purchaser's applications to develop the asset?

- 12.1 If the option is exercised until the Settlement Date the Owner uses best endeavours to assist the Purchaser on any applications to develop the Asset.
- 12.2 Until the Settlement Date the Purchaser acts in a prudent and commercial manner for any applications, inquiries and attendances for the development of the Asset.

13. What are the other promises that the parties make?

13.1 PARTIES MAY ACT BY AGENTS

The Owner and the Purchaser may do all acts and things that they are required or empowered to do under this deed by their lawyers, agents, contractors and employees.

13.2 PURCHASER TO FACILITATE STAMPING

The Purchaser must do all things reasonably required by the Owner and at the Purchaser's expense to facilitate the stamping of this deed.

13.3 PROTECTION OF THIRD PARTIES

No person dealing with the Owner in exercise of the Owner's Powers shall be concerned to inquire whether the exercise of any power is consistent with this deed.

If any power is exercised in breach of this deed the title of the person dealing with the Owner is not impeached on that account.

13.4 AGREEMENTS TO SURVIVE TRANSACTION

All terms contained in this deed that have not been fulfilled shall survive the signing of this deed and the registration of any transfer under this deed.

13.5 EXCLUSION OF PREVIOUS AGREEMENTS

The terms contained or implied in this deed comprise the entire agreement between the parties at the date of this deed and no other covenant, warrant, representation or agreement apply to the transaction evidenced by this deed.

13.6 STATUTORY POWERS

The powers given by any statute exercisable by the Owner against any person or for the Asset is (except to the extent inconsistent with the provisions of this deed) added to the Owner's Powers.

13.7 NOTICE DEMAND OR CONSENT

13.7.1 Any demand, notice, consent or other communication given under this deed shall be in writing and signed by the party giving it and may be delivered in person or sent by registered post addressed:

- (a) in case of a notice to the Owner to the address of the Owner mentioned above or such other place as the Owner shall by notice to the Purchaser determine;
- (b) in the case of a notice or demand to the Purchaser to the address of the Purchaser mentioned above or such other address as the Purchaser shall from time to time in writing appoint.

13.7.2 Any demand or notice is deemed received by the addressee at the address above 48 hours after it was posted.

13.8 MORATORIUM NOT TO APPLY

The provisions of any statute where the date of payment of moneys owing under agreements for sale may be extended or postponed or where the rate of interest may be reduced or any other condition may be abrogated, nullified, postponed or otherwise affected do not apply to limit or affect this deed.

13.9 PROPER LAW

This deed is governed by the law of the jurisdiction in which the Owner resides as evident by the Owners address in this deed.

13.10 EFFECT OF SIGNING

This deed is binding upon each person who has signed it notwithstanding any rule of law or equity to the contrary and:

- 13.10.1 the failure of any person named as a party other than the Purchaser to sign this deed;
- 13.10.2 the avoidance or unenforceability of any part of this deed; or
- 13.10.3 the avoidance or unenforceability of any part of this deed or any part against any person signing this deed or intending to sign this deed.

13.11 SEVERING UNENFORCEABLE PARTS OF DEED

If any part of this deed becomes void or unenforceable then that part is severed from this deed to the intent that all parts that are not void or unenforceable remain in full force and be unaffected by any severance.

Only if BOTH parties decide not to use their Options that the sale doesn't happen. Only ONE person needs to exercise their Option to make the sale happen.

14. Goods and services tax

If either party is required or registered for the Goods and Services Tax (GST) as this agreement requires the payment of GST, then all amounts are inclusive of GST.

15. Signing in counterpart

Sometimes it is difficult to get all the parties to sign the same physical document. This deed may be signed in counterparts by the respective parties. Each of these counterparts when signed are deemed to be an original. All of these when taken together constitute one and the same agreement.

16. How important are the time requirements?

Time is of the essence of this deed in all respects.

Executed as a Deed on the day of 20

EXECUTED for and on behalf of
PLY Finances Solutions Pty Ltd
ACN 287 412 365 (Owner)
Member, by authority of its Directors in
accordance with section 127
Corporations Act 2001 (Cth)

Signature of Director or Secretary

You can build this document here:

[https://www.legalconsolidated.com.au/
put-and-call-option-agreement/](https://www.legalconsolidated.com.au/put-and-call-option-agreement/)

Signature of Director (if a 2nd)

EXECUTED for and on behalf of
Wolk Nominees Holding Pty Ltd
ACN 549 745 116 (Purchaser)
Member, by authority of its Directors in
accordance with section 127
Corporations Act 2001 (Cth)

Signature of Director or Secretary

Signature of Director (if a 2nd)