

Application for Flexi-Living Home Package

Ginninderry treats your right to privacy seriously and all personal information it collects is treated as confidential and is held in accordance with the requirements of the *Information Privacy Act 2014*. For further information please see the Privacy Policy on Ginninderry website.

APPLICATION INFORMATION AND CONDITIONS

References to “you” and “your”

A reference to “you” or “your” below is a reference to the Applicant or Applicants to be specified in the Application for a Package.

1. Eligibility Criteria

To be eligible to purchase a Package you must meet the following Eligibility Criteria:

- I. you and your Domestic Partner do not own any real property either alone or jointly with anyone;
- II. at least one Applicant intend to occupy the home for a continuous period of at least 3 years, beginning within the first year of settlement and must not rent the home before occupying it;
- III. the Applicant/s undertake that they intend to not on sell the home for a minimum of 3 years from the date of settlement; and
- IV. for the 12 months prior to purchasing a Package, the combined Total Gross Income of all applicants and their Domestic Partner/s is less than or equal to \$120,000 (regardless of the number of dependants).

2. Acceptance or Rejection of Application


Applications for a Package will be assessed by Ginninderry in accordance with the conditions and requirements advertised for this sales process and may be rejected if:

- (a) You do not meet the Eligibility Criteria above; or
- (b) You or your Domestic Partner already have an exchanged Contract for a Package; or
- (c) The Application for a Package has not been fully completed or executed to the satisfaction of Ginninderry; or
- (d) Ginninderry believes you have made a false declaration in the Application for a Package; or
- (e) The Application for a Package does not otherwise comply with the Applicable Conditions.

3. Deposit in instalments

The Deposit will be paid in the following instalments:

- (a) \$5,000 when you purchase a Package at the Ginninderry sales centre, The Link (**First Instalment**);
- (b) the balance of 5% of the purchase price payable under the Contract at exchange (**Second Instalment**); and

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- (c) the balance of 10% of the purchase price payable under the Contract at settlement (**Third Instalment**) (which will be at the same time that you pay the remainder of the purchase price, such that you are paying the remaining 95% of the purchase price at settlement).

The First Instalment, Second Instalment and Third Instalment together form the Deposit payable under the Contract. The First Instalment will form part of the Second Instalment required at exchange of contracts for a Package. The first instalment of the deposit may be made by ways of EFTPOS, credit card or a cheque in favour of "Riverview Sales & Marketing Pty Ltd". The second and third instalments of the deposit may only be made by way of a cheque in favour of "Suburban Land Agency". If you exchange the Contract but do not complete the purchase of the Package, any instalments paid will be forfeited and you are liable for any damages suffered by Ginninderry.

Under the Contract, no interest will be paid to you by Ginninderry in respect of the Deposit.

4. Statutory Declaration

You will be required to obtain legal advice and provide to Ginninderry's legal adviser, completed and executed Statutory Declarations (attached to this application) for the following:

- (a) Statutory Declaration (witnessed by the solicitor who provided the advice), which declares that you will satisfy the Eligibility Criteria; and
- (b) Statutory Declaration provided by a Registered Tax Agent that declares that you satisfy the applicable Total Gross Income test requirements included as part of the Eligibility Criteria.

The above declarations are required to be provided at exchange of the Contract. If you are unable to provide the Statutory Declarations at that time, exchange will not proceed and Ginninderry may elect to return the package to the market.

If you have provided false or misleading information in any of the Statutory Declarations, Ginninderry may terminate the Contract and pursue any other rights set out in the Contract including retaining an amount of \$2,750 (including GST) to cover its administration expenses and other costs.

5. Stamp duty

Please note that stamp duty is payable on a Flexi Living Home Package in the same way as it is payable on a Standard Lease.

From 18 September 2017, stamp duty is payable to the ACT Revenue Office after you register the title to your property at Access Canberra in Dickson.


You should contact the ACT Revenue Office on (02) 6207 0028 if you have any queries on the stamp duty payable in relation to the Contract. Further information can also be found at: www.revenue.act.gov.au.

Disclaimer

In providing you with this application, Ginninderry makes no representations or warranties as to the suitability of a Package for you. Ginninderry strongly recommends that you make your own enquiries and you obtain legal, financial and accounting advice prior to entering into a Contract for a Package. Ginninderry makes no representations or warranties regarding the lending of finance providers.

Defined Terms appear in the Contract and as follows:

- (a) **ACT Revenue Office** means the ACT Revenue Office of the Commerce and Works Directorate;
- (b) **Applicable Conditions** means the conditions or requirements advertised for the sale of the Flexi Living Home Packages;
- (c) **Applicant** means the natural person/s specified as such in the Application;
- (d) **Contract** means the legally binding contracts in the form of the Specimen land and building contracts, required to be



executed simultaneously by you and Ginninderry.

- (e) **Domestic Partner** means someone who lives with the Applicant in a domestic partnership on a genuine domestic basis and includes a spouse, civil union partner or civil partner;
- (f) **Eligibility Criteria** means the criteria set out in paragraph 1 of this Application for Flexi Living Home Package;
- (g) **Package** means the Flexi Living Home Package subject to your Contract;
- (h) **Registered Tax Agent** means a tax agent registered with the Tax Practitioners Board.
- (i) **Statutory Declaration** means the statutory declarations for the Eligibility Criteria attached to this application.
- (j) **Total Gross Income** includes:
 - I. the sum of all the gross income of all people named in the Application for a Flexi Living Home Package; and
 - II. in relation to a person who has a Domestic Partner—includes the income of the person’s Domestic Partner; and
 - III. in relation to a self employed person—includes the net trading profit or gain made in the ordinary course of carrying on the person’s business, rather than the business’ turnover; and
 - IV. includes income from all sources, such as benefits from a salary packaging arrangement, value of benefits from reportable fringe benefits, reportable superannuation contributions, short term higher duty payments, short term second job payments, maintenance payments, and income that is exempt income; and
 - V. excludes employment termination payments that are payments made for years of service under a genuine redundancy payment.

Further information

For further information in relation to matters associated with the Flexi Living Home Packages, please refer to www.ginninderry.com or email sales@ginninderry.com

GUIDE TO COMPLETING THIS APPLICATION

Section 1. Applicant Details

All persons who wish to enter into a Contract for a Package must complete this part of this Application for Flexi Living Home Package. **This includes Domestic Partners of each Applicant whether or not they will have an interest in the Package.** If there are more than two (2) Applicants, another Application for Flexi Living Home Package must be completed and attached to this Application for Flexi Living Home Package.

All contact information should be provided.

Section 2. Income Details

To be eligible the combined Total Annual Gross Income of you and your Domestic Partner must be less than or equal to \$120,000, prior to purchasing a package.

Section 3. Other Interests in Land

To be eligible all Applicants and their Domestic Partners must not own any other real property (such as a vacant block of land, house and land, investment property etc) either alone or jointly with anyone.

Section 4. Declaration and Undertaking

This section must be completed by each Applicant and their Domestic Partners, who must read and understand all details on the Application prior to making the declaration.



SECTION 1. APPLICANT DETAILS

Applicant 1

Title First name

Middle name Surname

Address

..... State Postcode

Postal address (if different to the above)

..... State Postcode

Phone (BH) Phone (AH)

Mobile Email

Full name of domestic partner (if applicable)

Applicant 2

Title First name

Middle name Surname

Address

..... State Postcode

Postal address (if different to the above)

..... State Postcode

Phone (BH) Phone (AH)

Mobile Email

Full name of domestic partner (if applicable)



SECTION 2. INCOME DETAILS

As at the date of purchasing a Package, does the combined income of you and your Domestic Partner exceed the Total Gross Income amount of \$120,000?

YES NO (please tick one)

Note: If you answer YES to this question, you are not eligible to purchase a Package.

Eligibility at the date of signing this application for a Package does not guarantee eligibility at the Date for Completion of a Contract. Refer to the terms of the Contract for the consequences of being found ineligible.

SECTION 3. OTHER INTERESTS IN LAND

As at the date of purchasing a Package, do you or your Domestic Partner, either alone or jointly, hold a legal or equitable interest in land or property?

YES NO (please tick one)

Note: If you answer YES to this question, you are not eligible to purchase a Package.

Eligibility at the date of signing this application for a Package does not guarantee eligibility at the Date for Completion of a Contract. Refer to the terms of the Contract for the consequences of being found ineligible.

SECTION 4. DECLARATION AND UNDERTAKING

Previously Exchanged Contracts

Do you or your Domestic Partner have any exchanged Contracts for a Package?

YES NO (please tick one)

If yes, please provide Block, Section and Division details and the name of the purchasing person or entity.

Residency Requirements

Do you intend to occupy the home for a continuous period of at least 3 years, beginning within the first year of settlement or completion of construction?

YES NO (please tick one)

Do you intend to not on sell the home for a minimum of 3 years from the date of settlement or completion of construction (whichever is the later)?

YES NO (please tick one)



Statutory declaration – Applicant 1

I, (full name)
being a (occupation) of (address).....
.....

make the following declarations under the Statutory Declarations Act 1959 (Cth):

- 1. I have completed and submitted an application to Ginninderry to enter into a Contract to purchase of a Flexi Living Home Package;
- 2. I declare that:
 - (a) I do not own any other real property either alone or jointly with anyone;
 - (b) I or my domestic partner will intend to live on the land following construction of a dwelling for a minimum of three (3) years;
 - (c) I intend to not on sell the home for a minimum of 3 years from the date of settlement or completion of construction (whichever is the later); and
 - (d) for the period of 12 months prior to purchasing a Flexi Living Home Package the combined total gross income of myself and any domestic partner, calculated in accordance with paragraph 3, did not exceed the amount of \$120,000 per annum.
- 3. In calculating the total gross income of myself and any domestic partner I have included:
 - (i) the sum of all the gross income of all people named in the Application for a Flexi Living Home Package; and
 - (ii) in relation to a person who has a domestic partner—the income of the person’s domestic partner; and
 - (iii) in relation to a self employed person—the net trading profit or gain made in the ordinary course of carrying on the person’s business, rather than the business’ turnover; and
 - (iv) income from all sources, such as benefits from a salary packaging arrangement, short term higher duty payments, short term second job payments, maintenance payments, and income that is exempt income; and
 - (v) excludes employment termination payments that are payments made for years of service under a genuine redundancy payment,
- 4. I undertake to promptly provide any further information and documents relevant to determining eligibility for the purchase of a Flexi Living Home Package requested by Ginninderry;
- 5. I have read all information provided in the applicable conditions including all pages of this Application for Flexi Living Home Package thoroughly; and
- 6. The information provided by me in this Application for Flexi Living Home Package is true and correct to the best of my knowledge and belief.

I understand that a person who intentionally makes a false declaration in a statutory declaration is guilty of an offence under Section 11 of the Statutory Declarations Act 1959 (Cth), and I believe that the statements in this declaration are true in every particular.

Signed

(Applicant 1 signature)

Declared at (place) on (date)

Before me.....

(signature of witness).....

Full name of authorised witness.....

Qualification of witness.....

Address of witness

..... State Postcode



Statutory declaration – Applicant 2 or Domestic Partner

I, (full name)
being a (occupation) of (address)

make the following declarations under the Statutory Declarations Act 1959 (Cth):

- 1. I have completed and submitted an application to Ginninderry to enter into a Contract to purchase a Flexi Living Home Package;
- 2. I declare that:
 - (a) I do not own any other real property either alone or jointly with anyone;
 - (b) I or my domestic partner intend to live on the land following construction of a dwelling for a minimum of three (3) years;
 - (c) I will intend to not on sell the home for a minimum of 3 years from the date of settlement or completion of construction (whichever is the later); and
 - (d) for the period of 12 months prior to purchasing a Flexi Living Home Package the combined total gross income of myself and any domestic partner, calculated in accordance with paragraph 3, did not exceed the amount of \$120,000 per annum.
- 3. In calculating the total gross income of myself and any domestic partner I have included:
 - (i) the sum of all the gross income of all people named in the Application for a Flexi Living Home Package; and
 - (ii) in relation to a person who has a domestic partner—the income of the person’s domestic partner; and
 - (iii) in relation to a self employed person—the net trading profit or gain made in the ordinary course of carrying on the person’s business, rather than the business’ turnover; and
 - (iv) income from all sources, such as benefits from a salary packaging arrangement, short term higher duty payments, short term second job payments, maintenance payments, and income that is exempt income; and
 - (v) excludes employment termination payments that are payments made for years of service under a genuine redundancy payment,
- 4. I undertake to promptly provide any further information and documents relevant to determining eligibility for the purchase of a Flexi Living Home Package requested by Ginninderry;
- 5. I have read all information provided in the applicable conditions including all pages of this Application for Flexi Living Home Package thoroughly; and
- 6. The information provided by me in this Application for Flexi Living Home Package is true and correct to the best of my knowledge and belief.

I understand that a person who intentionally makes a false declaration in a statutory declaration is guilty of an offence under Section 11 of the Statutory Declarations Act 1959 (Cth), and I believe that the statements in this declaration are true in every particular.

Signed

(Applicant 1 signature)

Declared at (place) on (date)

Before me.....

(signature of witness).....

Full name of authorised witness.....

Qualification of witness.....

Address of witness

..... State Postcode



Statutory declaration – Certification by Registered Tax Agent

I, (full name)

being a Registered Tax Agent, Tax Agent No.

of (address)

make the following declarations under the Statutory Declarations Act 1959 (Cth):

1. I have reviewed the applicant’s tax information and made adequate enquiry to confirm the following:

- (a) for the period of 12 months prior to the applicant purchasing a Flexi Living Home Package, the combined total gross income of the applicant and any domestic partner, calculated in accordance with paragraph 2, did not exceed the amount of \$120,000 per annum.

2. In calculating the total gross income of the applicant and any domestic partner I have included:

- (i) the sum of all the gross income of all people named in the application for a Flexi Living Home Package; and
- (ii) in relation to a person who has a domestic partner—the income of the person’s domestic partner; and
- (iii) in relation to a self employed person—the net trading profit or gain made in the ordinary course of carrying on the person’s business, rather than the business’ turnover; and
- (iv) income from all sources, such as benefits from a salary packaging arrangement, short term higher duty payments, short term second job payments, maintenance payments, and income that is exempt income; and
- (v) excludes employment termination payments that are payments made for years of service under a genuine redundancy payment,

3. The information provided by me is true and correct to the best of my knowledge and belief.

I understand that a person who intentionally makes a false declaration in a statutory declaration is guilty of an offence under Section 11 of the Statutory Declarations Act 1959 (Cth), and I believe that the statements in this declaration are true in every particular.

Signed

(Tax Agents signature)

Declared at (place) on (date)

Before me.....

(signature of witness).....

Full name of authorised witness.....

Qualification of witness.....

Address of witness

..... State Postcode



PERSONS BEFORE WHOM STATUTORY DECLARATIONS MAY BE MADE

Members of the following professions:

- Chiropractor
- Dentist
- Legal practitioner
- Medical practitioner
- Nurse
- Optometrist
- Patent Attorney
- Pharmacist
- Physiotherapist
- Psychologist
- Trademarks attorney
- Veterinary surgeon
- Employee of the Commonwealth who is:
 - (a) In a country or place outside Australia; and
 - (b) Authorised under paragraph 3(c) of the Consular Fees Act 1955; and
 - (c) Exercising his or her function in that place
- Fellow of the National Tax Accountants' Association
- Finance company officer with five (5) or more years of continuous service

other persons:

- Agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public
- Australian Consular Officer, or Australian Diplomatic Officer, (within the meaning of the Consular Fees Act 1955)
- Bailiff
- Bank officer with five (5) or more continuous years of service
- Building society officer with five (5) or more years of continuous service
- Chief Executive Officer of a Commonwealth court
- Clerk of a court
- Commissioner for Affidavits
- Commissioner for Declarations
- Credit union officer with five (5) or more years of continuous service
- Employee of the Australian Trade Commission who is:
 - (a) In a country or place outside Australia; and
 - (b) Authorised under paragraph 3(d) of the Consular Fees Act 1955; and
 - (c) Exercising his or her function in that place
- Holder of a statutory office not specified in another item in this part
- Judge of a court
- Justice of the Peace
- Magistrate
- Marriage celebrant registered under Subdivision C of Division 1 of Part IV of the Marriage Act 1961
- Master of a court
- Member of Chartered Secretaries Australia
- Member of Engineers Australia, other than at the grade of student
- Member of the Association of Taxation and Management Accountants
- Member of the Australian Defence Force who is:
 - (a) An officer; or
 - (b) A non-commissioned officer within the meaning of the Defence Force Discipline Act 1982 with five (5) or more years of continuous service; or
 - (c) A warrant officer within the meaning of that Act
- Member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the National Institute of Accountants
- Member of:
 - (a) The Parliament of the Commonwealth; or
 - (b) The Parliament of a State; or
 - (c) A Territory legislature; or
 - (d) A local government authority of a State or Territory
- Minister of religion registered under Subdivision A of Division 1 of the Part IV of the Marriage Act 1961
- Notary public
- Permanent employee of:
 - (a) The Commonwealth or of a Commonwealth authority; or
 - (b) A State or territory or of a State or Territory authority; or
 - (c) A local government authority; with five (5) or more years of continuous service who is not specified in another item in this part
- Permanent employee of the Australian Postal Corporation with five (5) or more years of continuous service who is employed in an office supplying postal services to the public
- Person before whom a statutory declaration may be made under the law of the State or Territory in which the declaration is made
- Police officer
- Registrar, or Deputy Registrar, of a court
- Senior Executive Service employee of:
 - (a) The Commonwealth or a Commonwealth authority; or
 - (b) A State or Territory, or a State or Territory authority
- Sheriff
- Sheriff's officer
- Teacher employed on a full-time basis at a school or tertiary education institution
- Member of the Australian Institute of Mining and Metallurgy