

Request for Tender

Macnamara Builder Speculative Home Program

Purpose: An invitation to eligible builders to participate in a program to acquire packaged blocks to deliver speculative homes for sale to the open market.

Version 1.0
November 2024

Artwork by G.W. Bot



ACT
Government

Suburban Land
Agency



RIVERVIEW
GROUP

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Part A – Ginninderry Project Overview

Background

Ginninderry is being developed by a Joint Venture between the ACT Government's Suburban Land Agency (SLA) and Riverview Developments (ACT) Pty Limited (Riverview), with Riverview Projects (ACT) Pty Limited acting as Development Manager and Riverview Sales & Marketing Pty Limited acting as Marketing and Sales Manager.

Drawing upon the expertise and imagination of industry leaders that have excelled in the area of sustainable development, the SLA and Riverview are committed to creating a world-class development that exemplifies the highest standards of urban design and sustainability.

Ginninderry is inviting Builders (Respondent/s) with the appropriate capacity and expertise to participate in Ginninderry's Macnamara Builder Speculative Home Program (refer PART B).

Vision

Ginninderry's vision is to build an *innovative and sustainable community of international significance in the Capital Region*.

Ginninderry will continue to set a new benchmark in liveability, providing diverse, affordable, and inclusive places to live, work and play, while protecting and respecting the unique environment of the area.

A full copy of Ginninderry's Project Vision with stated overarching principles is included at **Annexure One**.

Project Overview

With the objective of improving housing affordability, the ACT Government is delivering a number of housing initiatives including the Indicative Land Release Program (ILRP) that seeks to balance the supply of 'build ready' land for new housing with forecast demand.

As the largest single pipeline of new dwelling supply in the Capital Region, Ginninderry is a key contributor of greenfield land supply for the Territory.

Stretching from the north-western suburbs of Canberra (Holt and Macgregor) across the ACT/NSW border into a part of the Yass Valley, Ginninderry will eventually consist of four suburbs with approximately 1,500 people already residing in its first suburb of Strathnairn.

As a multi-decade project with a vision to create a world-leading sustainable community, Ginninderry must remain agile to the changing demographics and demands of the community to ensure it continues to deliver the urban amenity expected in the 21st century. Ginninderry will grow over a 30-year time frame and will ultimately be home to some 30,000 people residing in approximately 11,500 dwellings (6,500 in the ACT and 5,000 in NSW). The master planned community includes the following key features:

- a) diverse land offerings, from very compact to large traditional, urban fringe home sites. And as the project matures, apartment and mixed-use opportunities;
- b) a market centre comprising supermarkets, speciality stores, commercial space, mixed-use buildings and a range of recreational and community facilities;
- c) direct car access to a picnic area on the Murrumbidgee River;
- d) some 600 hectares of open space and conservation corridor; and
- e) schools, playing fields, community gardens and quality parklands.

The Developer is currently underway with the construction of the Strathnairn Primary School, an Early Childhood Education and Care to Year 6 facility that will cater for 910 pupils for the school year 2026. In the same year, the Macnamara Neighbourhood Park is scheduled to open. Subject to approval, Ginninderry's first local shopping centre is set to commence operating in 2027 and will include a 1,500sqm supermarket, pub, café and small retail outlets, a

medical facility and lifestyle services. The Link Community and Information Centre and the Strathnairn Arts Association Precinct continues to offer residents and local groups a facility to meet, collaborate and create in order to cultivate a sense of community and learn about culture and sustainability.

Ginninderry is Canberra's first and only 6-Star Green Star Community as accredited by the Green Building Council of Australia. Representing World Leadership, Ginninderry first received accreditation in 2016 and was subsequently reassessed, and reaccredited in 2021.

Project Objectives

Ginninderry challenges conventional industry thinking, aiming to employ practices, processes and systems that embody innovation and design excellence. Ginninderry has been conceived and will be delivered on a fully integrated and audited triple bottom line basis.

Ginninderry aims to:

- a) be sustainable over time, socially, economically and ecologically (with a low and reducing ecological footprint);
- b) respond to the local and global environment;
- c) provide for future beneficial change to occur in design, infrastructure and regulatory mechanisms;
- d) be cost-effective, replicable and measurable; and
- e) act as a new model that others can follow.

These Project Objectives are realised through a series of Principles intended to direct decision-making through the planning and delivery of the project. The Project Principles are:

- Partnering – encouraging collaboration with private partners, public agencies and the community
- Evaluation – ensuring sound due diligence, aspirational benchmarking and continuous improvement
- Ecological – respecting the natural environment, promoting its opportunities and protecting its resources
- Social and Cultural – promoting diversity and creating a neighbourhood of support and belonging
- Economic – delivering financially sustainable outcomes that offer viability, growth and long term returns

These Principles reflect Federal, State and Territory Government policies as well as best practice standards for new suburban developments.

Noting the above, the second suburb of Ginninderry, Macnamara can play a significant role in supporting these Project Objectives by:

- a) fostering ongoing relationships with like-minded builders and developers who will be major contributors to the new community of Ginninderry;
- b) reinforcing the vision of Ginninderry via the delivery of innovative homes that demonstrate quality, sustainability and genuine value for money;
- c) demonstrating house designs that suit a diverse range of buyers and make the buying of a home at Ginninderry an exciting and enjoyable experience;
- d) showcasing house designs that reflect the design controls for Ginninderry and the ACT Government Territory Plan and suit the variety of block sizes and types on offer; and
- e) delivering functional house designs, aspirational inclusions and landscaping amenity to showcase industry leading and innovative forms of housing that meet varying buyer preferences.

Part B – Macnamara Builder Speculative Home Program

Introduction

This Request for Tender (RFT) invites builders to participate in a collaborative arrangement with the Developer to acquire packaged adjoining blocks on commercially favourable terms to deliver Speculative (Spec) Home stock for sale to the open market.

The Capital Region is currently experiencing a mixed and challenging land and home buyer market. Well known yet complex factors such as low land supply, increased construction costs and high borrowing costs are competing with opposing forces of an underlying housing demand and ongoing aspirations of home ownership. Buyers are seeking risk mitigated solutions that present an affordable pathway to purchase a brand new 'turn-key' sustainable home.

Commencing in Stage 1D of Macnamara is a portfolio of available registered land from which builders can select and commit to building detached spec homes.

The aim of the program is to activate registered 'shovel ready' land, accelerate the delivery of completed built form and offer buyers housing choice with an alternate purchasing solution to acquire a new home, without the commitment and experiences of the traditional contract home building process.

The mutually beneficial program offers the Developer a secure commitment to the ultimate sale of land, the Builder an opportunity for potentially increased profits on the sale of a completed spec home, and the Buyer a risk mitigated affordable new home at a known fixed price, either immediately available or within a well-defined timeline.

Stage 1D comprises 130 blocks, of which approximately 30% have settled. Subject to upcoming settlements and current availability, the balance of the stage will be offered to builders to select suitable packaged blocks of two or three in one line to design and deliver housing solutions that will satisfy buyer preferences of product size and function, price and amenity.

The development opportunity and its legal and financial structure offer eligible builders an opportunity to preferential access to a supply of land. Furthermore, delayed settlement terms provide builders with an extended timeframe to advertise the spec homes for sale in the best attempt to secure a buyer, even before the commencement of construction and therefore nominate the buyer, transfer the land and secure the buyer under a build contract.

RFT Objectives and Process

Ginninderry is requesting interest from like-minded builders who will be major contributors to the continuing community of Ginninderry. We are seeking to reinforce the vision of Ginninderry via the delivery of innovative homes that demonstrate quality, sustainability and genuine value for money to suit a diverse range of buyers.

This invitation to tender is open to builders with a minimum Class C builders license in the ACT and satisfy the eligibility criteria. For this program, the Developer is seeking suitable builders to acquire a total of 13 blocks comprising six (8) packages of two (2) or three (3) consolidated blocks.

The proposed timeline for this RFT submission, subsequent shortlisting and evaluation process is provided below. Ginninderry will seek to ensure that all interested parties are advised on any changes to the timeline.

- Friday 15 November 2024 – RFT applications open
- Friday 6 December 2024 – RFT submissions close with block packages and prices assessed
- Friday 13 December 2024 – Winning Tenderers notified, block packages confirmed, and Put & Call Options issued
- Friday 20 December 2024 – Put & Call Options executed and returned

As noted in the timeline provided above, it is proposed that a shortlist of Tenderers will be prepared in early December 2024. Tenderers to this RFT will be shortlisted based on meeting the RFT Assessment Criteria (refer PART C) and an assessment against the RFT Requirements (refer PART D).

Development Opportunity

The RFT offers a development opportunity between the Vendor, Developer and the Builder to deliver a program of 'turn-key' spec homes for sale to willing Buyers at market acceptable sale prices.

The nominated available blocks are currently held under custodianship by the Suburban Land Agency (SLA) as the Vendor on behalf of the ACT Government. The blocks will be made available exclusively for sale by the Ginninderry Joint Venture (GJV) as the Developer, being the parties of the SLA and Riverview Developments (ACT) Pty Limited.

The Vendor will make available unleased registered blocks in the suburb of Macnamara at a minimum 'from' market price by which the Builder can tender a competitive price for each packaged block. All blocks in a nominated package must be tendered. The arrangement to secure the blocks will be formalised under a Put & Call Option per block. The Option will offer amongst other conditions the key term of an extended settlement of six (6) from the date of execution.

The Builder and the Developer will promote individually and jointly the spec homes for sale via an agreed marketing and advertising campaign to the open market. A prospective Buyer will have an opportunity to acquire the spec home at any time prior to, during, or post completion at the advertised sale price under a single off-the-plan contract arrangement. In the event the Builder sells prior to the commencement of construction, the Builder may nominate the Buyer for the transfer of land. In this instance, the Buyer will be responsible for the exchange and settlement of the land with the Vendor and with-it a building contract with the Builder. If the Builder does not sell the spec home package within six (6) months from the execution of the Option, then the Vendor will exercise the Option and call for settlement on the block(s). Settlement will be 30 business days as per the terms of the Contract for Sale.

Overall, the opportunity presents the Builder with preferential access to select land under an exclusive commercial arrangement with reduced transaction and holding costs, and additional complimentary services provided by the Developer to enable the delivery of competitively priced turn-key spec homes for sale.

As per the terms and conditions of this RFT, Ginninderry has sole discretion in relation to the final selection of builders that it believes best satisfy the above intent, the terms of this RFT and the evaluation criteria.

Block Particulars Overview

Stage 1D, Macnamara comprises 130 blocks, with a majority of sizes ranging from 420sqm to 630sqm, typologies generally of 15m x 28m to 21m x 30m, and topographies considered slight gradient (<1.0m), mild to moderate (<2.5m) to steep (>2.5m). The Ginninderry Masterplan, Macnamara Stage 1 Plan, Stage 1D Available Blocks and Stage 1D Contour Plan are all available at **Annexure's Two, Three, Four and Five** respectively.

Detailed information of each individual block is available at <https://ginninderry.com/building/builders-resources/>

Block packages available for selection and associated pricing is available in **Annexure Six**.

Indicative Spec Home Market Pricing

Based on previous sales history and the current market indicators, indicative pricing for completed houses could be:

- Single level (small to medium) \$975,000 - \$1,100,000
- Single level (medium to large) \$1,100,000 - \$1,250,000
- Two storey (small to medium) \$1,050,000 - \$1,200,000
- Two storey (medium to large) \$1,200,000 - \$1,350,000

Tenderers should conduct independent due diligence on historical and future market pricing.

Commerciality

The opportunity and with it the legal and financial structure of the program offers a range of benefits to all parties. Furthermore, the Developer will also offer other complimentary and commercial benefits for the direct advantage of eligible Builders:

1. competitive land prices
2. standard contract settlement duration extended from 30 days to six (6) months via a Put & Call Option
3. opportunity to nominate a Buyer and transfer the land within the terms of the Option
4. 5% deposit
5. expedited Developer approval against the Macnamara Design Guidelines
6. economies of scale during construction with the benefit of adjoining blocks
7. front landscaping compliant to the Macnamara Design Requirements (excluding driveway, paths and letterbox)
8. complimentary construction waste management services of recyclable materials during construction
9. payment of the required Put & Call Option fees by the Developer to the SLA
10. enhanced marketing and advertising opportunities directly via the Ginninderry sales database containing 22,000+ leads to promote spec homes for sale, including displaying builder-branded flyers on the sales floor, and qualifying leads and forward enquiry directly to the Builder for further discussion and negotiation.

These benefits culminate to provide the Builder a competitive advantage with respect to construction and development costs, allowing for attractive sale prices and the opportunity for favourable returns on investment.

Requirements

Design Guidelines

It is encouraged that Builders commence and complete design, approval and construction with priority to accelerate the delivery of completed homes for sale in order to support the intent and objectives of the Program.

As a minimum, all homes will be required to be constructed in compliance with the Ginninderry Housing Development Requirements for Macnamara - https://ginninderry.com/wp-content/uploads/2023/12/GIN_62119_Macnamara_Design_Requirements_Oct_01.pdf

Furthermore, statutory compliance must satisfy the requirements of the ACT Territory Plan, including:

- Housing Design Guide – <https://www.planning.act.gov.au/professionals/our-planning-system/the-territory-plan/design-guides>
- Technical Specifications - <https://www.planning.act.gov.au/professionals/our-planning-system/the-territory-plan/technical-specifications>

All designs must of course also satisfy the applicable sections of the National Construction Code 2022 - <https://ncc.abcb.gov.au/editions/ncc-2022>

It is recommended that Builders consider design solutions that permit DA exempt single dwelling works in order to accelerate the approval process. Further information on all development controls that must be satisfied can be found at - <https://www.planning.act.gov.au/applications-and-assessments/development-applications/check-if-you-need-a-da>

All spec homes must be offered for sale and completed as 'turn-key'. This includes, yet not limited to: front landscaping (compliant with Macnamara Housing Development Requirements), rear and side landscaping, driveway, letterbox, boundary fencing, clothesline and any necessary external stairs and paths. Only if requested and negotiated by the Buyer, can the Builder not deliver a turn-key product, for example, the Buyer is a landscaper and wanting to do their own landscaping works. Compliance with this requirement will be a pre-requisite to the proposed marketing and advertising of the package offering by Ginninderry.

The Builder via its Private Certifier must issue a Certificate of Occupancy and Use to the Buyer at completion and also provide a copy to Ginninderry.

Design Approval

It is required that all proposed spec home packages be submitted to the Ginninderry Design Coordinator for review and approval prior to submission for statutory development approval to ensure that the design and everything that goes with it satisfies the Macnamara Design Guidelines. It is only after this design approval that the spec homes are permitted to be jointly marketed for sale.

Whilst acknowledging that the nature of the spec housing program is targeted to help achieve efficiencies in terms of construction via the 'packaged' lot arrangements, adjoining homes must not be identical in terms of façade treatments. The builder will be expected to work with the Ginninderry Design Coordinator to provide a reasonable level of differentiation in terms of materiality finish and form. Compliance with this requirement will be a pre-requisite to the proposed marketing and advertising of the package offering by Ginninderry.

Core Value Proposition and Target Audience

As part of ensuring that the Macnamara Spec Home Program successfully delivers suitable housing product to the market and appeals to a broad target audience, it is important that homes are designed considerate of the buyer composition and market outlook.

Document Hierarchy

Put & Call Option

The Put & Call Option will be issued by the SLA to successful Builders for execution. The Option will require and offer:

- 5% security sum per block payable to the SLA
- six (6) month option term, during which time the Builder can exercise the 'Call' Option, nominate and transfer the land to a Buyer to sign a Contract for Sale
- if the Option period expires, the SLA will exercise the 'Put' Option and the 5% security sum will be automatically transferred as to be the 5% deposit payable by the Builder to execute a Contract for Sale for each block

A copy of the Specimen Put & Call Option is included at **Annexure Seven**.

Contract for Sale

The Contract for Sale will be issued to the Builder if the six (6) month Option period expires. The Contract will require:

- 5% deposit payable per block (transferred from the Put & Call Option 5% security sum previously paid)
- settlement due 30 business days from execution by the Builder

A copy of the Specimen Contract for Sale for land-ready blocks is available at <https://ginninderry.com/wp-content/uploads/2024/11/Sample-Land-Ready-contract-OTC-with-Xmas-shutdown-clause.pdf>

Independent Advice and Risks

Successful Tenderers are encouraged to seek independent legal and financial advice in relation to the opportunity, associated documentation including deeds, options and contracts, and with-it confirmation of any stamp duty and GST implications, other transaction costs, security guarantees, licensing, insurance and legislative requirements.

Part C – Assessment Criteria & Shortlisting Process

Compliance Conditions

RFTs which, in the opinion of Ginninderry:

- a) do not comply with the requirements of this Request for RFTs or are submitted by Tenderers which are in breach of any provision of this RFTs;
- b) are subject to any condition or requirement which is contrary to the requirements of this RFTs;
- c) are subject to a condition or requirement that further due diligence or other investigations must be performed after the RFT is submitted; or
- d) do not achieve a satisfactory standard in any applicable evaluation criteria,

may at any time be excluded from consideration by Ginninderry.

Ginninderry may consider incomplete, non-compliant or non-competitive RFTs and seek clarification from Tenderers, in its sole discretion.

Evaluation Criteria

Tenderers must address each of the applicable evaluation criteria listed below and provide sufficient information in response to the Returnable Schedules 1 – 5 attached at **Annexure Eight** to support their RFT.

The following table sets out the evaluation criterion for RFTs submitted. Responses against this criterion will be evaluated by Ginninderry.

Criterion reference	Schedule reference	Criterion
A	Schedule 1	Respondent Details: Corporate information and contact details
B	Schedule 2	Declaration: Respondent must provide a declaration of any conflict of interest.
C	Schedule 3	Financial Capacity and Compliance: Extent to which the Respondent demonstrates that it has the financial capacity to achieve the Macnamara Spec Home Program Objectives, including details of eligibility in terms of Home Builders Warranty Insurance (or Master Builders Fidelity Fund) and confirmation that the required licencing, corporate information and signed statutory declaration from accountant or financial advisor.
D	Schedule 4	Capability and Commitment: Examples of previous experience, volume and value of construction pipeline and extent to which the Respondent demonstrates capability and commitment to deliver the Program.
E	Schedule 5	Package Block Selection and Tendered Pricing: Respondent must provide details of their preferred block package(s) in preferential order, along with the tendered price per block.

Ginninderry may make independent enquiries of a Tenderer about any matter it considers to be relevant to the evaluation of any RFT. Ginninderry may require a Tenderer to submit to a confidential independent financial assessment to verify financial capability or any other substantial information necessary to satisfy the joint venture parties.

Evaluation of Tenderers

On the basis of an evaluation conducted in accordance with the criteria set out above, the successful Tenderers will be those who, in the opinion of Ginninderry:

- a) best satisfy the mandatory criteria requirements specified in Schedules 1 to 4;
- b) tender the highest competitive pricing for each package of blocks; and
- c) are most likely to meet the Macnamara Spec Home Program Objectives and support Ginninderry's Project Vision.

Part D – RFT Requirements

Returnable Schedules

Tenderers are requested to complete and return the schedules provided in **Annexure Eight**.

Schedule 1: Respondent Details

Schedule 2: Declaration

Schedule 3: Financial Capacity and Compliance

Schedule 4: Capability and Commitment

Schedule 5: Packaged Block Selection and Tendered Pricing

Lodgement

RFTs will be open from Friday, 15th November 2024.

RFTs must be lodged no later than 5.00 pm local Canberra time on Friday 6th December 2024.

RFTs must be enclosed in a plain envelope addressed with:

Ginninderry RFT for Macnamara Speculative Home Program

The Link

1 McClymont Way

Strathnairn ACT 2615

In addition, RFTs should also be lodged in soft copy via email to: sales@ginninderry.com

Files must include a file name format that is clear and consistent with the contents, terms and references used in the RFT. For example, <Macnamara RFT - Builder Name - Part D Returnable Schedules>, <Macnamara RFT - Builder Name - Builders Licence>.

The RFT lodgement date may be extended by Ginninderry. Ginninderry will take reasonable steps to inform all interested parties if the RFT lodgement date is extended. Ginninderry will also be responsible to provide interested parties with any additional or modified information in the form of an Addendum that will assist Tenderers completing the RFT.

Late, incomplete, or otherwise non-compliant RFTs will be registered separately and may or may not be admitted to the evaluation process at the discretion of Ginninderry without explanation.

A copy of the Terms and Conditions for this RFT are included at **Annexure Nine**.

Point of Contact

The person nominated below is the point of contact for all matters pertaining to this RFT:

Marcus Mills-Smith

Head of Sales, Marketing & Communications, Ginninderry

The Link – Ginninderry Community and Information Centre

1 McClymont Way

Strathnairn ACT 2615

P: 1800 316 900

E: enquiries@ginninderry.com

Tenderers must direct all communications through the above-named Point of Contact unless otherwise advised.

Any unauthorised communication with Ginninderry by a Tenderer may lead to the exclusion by Ginninderry of the Tenderer's RFT from further consideration.

Any notice given by a Tenderer to Ginninderry will be effective upon receipt only if in writing and delivered to the Contact Officer at the address specified above.

Ginninderry may deliver any written notification to a Tenderer by leaving it or causing it to be left at the address of that Tenderer, or by sending it to the email address of that Tenderer as specified in their RFT or as otherwise subsequently nominated in writing by the Tenderer to the Contact Officer.

Clarification Questions

All clarification questions and enquiries are to be forwarded in writing directly to the Point of Contact.

The preferred method of contact is via email. Any email communication must include a clear Subject in order to be promptly forwarded to the Point of Contact. For example, <Macnamara RFT – Enquiry regarding block details>. The Point of Contact may circulate any enquiries and their responses to all other interested parties without revealing the source of the inquiry.

All enquiries must be received by the Point of Contact before 5.00pm on Wednesday 4th December 2024. Enquiries received after this time may not be responded to.

Annexures

Annexure One – Ginninderry’s Project Vision



“Creating a sustainable community of international significance in the Capital Region.”

The Ginninderry Joint Venture is developing the project that spans the ACT and NSW border to achieve a vision of inspiring sustainable living, development practice and awareness. Achieving a high quality of life for the people living in Ginninderry is at the heart of our project’s planning and design.

We will create a community that exemplifies world’s best practice in its design, construction and long-term liveability. As a model of sustainable community living, it will be a place and community that can be showcased throughout Australia and internationally.



Project Objectives

To achieve our vision we will challenge conventional industry thinking. We will employ practices, processes and systems that embody innovation and design excellence.

This project has been conceived and will be delivered on a fully integrated and audited triple bottom line basis.

Our project will:

- Be sustainable over time, socially, economically and ecologically (with a low and reducing ecological footprint)
- Respond to the local and global environment
- Provide for future beneficial change to occur in design, infrastructure and regulatory mechanisms
- Be cost effective, replicable and measurable
- Act as a new model that others can follow





The principles below will direct decision-making by all project management, sub-consultants and referral agencies in the delivery and development of the site. They reflect national priorities and Federal, State and Territory Government policies on housing affordability, climate change and environmental protection.

Partnering Principles

- Ptnr 1. Partnering is essential to this project and the scale and timeframe will allow for positive partnerships to grow and thrive
- Ptnr 2. Partnering with public agencies is a cornerstone of our approach
- Ptnr 3. Engaging the community in design and governance is fundamental to the delivery of the project
- Ptnr 4. Designing the project for community ownership and ultimate community control
- Ptnr 5. Supporting community housing through public and private partnering arrangements
- Ptnr 6. Collaborating with research and educational institutions to drive innovation

Evaluation Principles

- Eva 1. Identifying and delivering realistic and costed initiatives
- Eva 2. Providing independent peer review of project proposals and project outcomes
- Eva 3. Using recognised international and national benchmarks for sustainability performance to publicly report and raise awareness of project outcomes
- Eva 4. Empowering resident and community monitoring and management of sustainability performance
- Eva 5. Encouraging a culture of continuous improvement

Ecological Principles

- Eco 1. Acknowledging the intrinsic value of all species and the special role and regional significance of the Murrumbidgee River corridor and Ginninderra Creek
- Eco 2. Respecting and supporting the ecosystem functions of air, soil and water, recognising the importance of living and non-living environmental resources

- Eco 3. Reducing greenhouse gas emissions through innovative products and place design, material selection and service provision
- Eco 4. Recognising our natural ecological limits and minimising our resource, water and energy consumption
- Eco 5. Using existing local infrastructure to deliver efficient renewable services and reusable resources
- Eco 6. Enhancing local opportunities for food production and production of materials
- Eco 7. Fostering a deep sense of respect for and connection to the land, flora and fauna

Social and Cultural Principles

- Soc 1. Respecting and honouring Aboriginal and non-Aboriginal cultural, historical and spiritual values, including integrating with the existing rich, social fabric of Belconnen
- Soc 2. Designing for social equity, affordability, diversity and interdependence, honouring differences and catering for the needs of individuals through all stages of life
- Soc 3. Maximising health, safety and comfort of the built environment to provide enduring quality of life
- Soc 4. Instilling awareness and supporting education of sustainability values, technology and lifestyles
- Soc 5. Using creative and robust design solutions to create a continuing sense of place and beauty that inspires, affirms and ennobles
- Soc 6. Designing neighbourhoods that support and encourage community interactions through imaginative, functional and enjoyable public spaces

Economic Principles

- Econ 1. Delivering a financial return to the ACT Government recognising their sovereign interest in the land
- Econ 2. Recognising the opportunities provided by the project's scale and low capital base to achieve high-level sustainability outcomes while delivering profitability to joint venture partners
- Econ 3. Building on existing local infrastructure
- Econ 4. Ensuring long-term economic viability through design excellence and community building
- Econ 5. Minimising obsolescence through design of enduring component life cycle, allowing for disassembly and change
- Econ 6. Integrating with the Belconnen commercial, retail and employment networks
- Econ 7. Growing a formal and informal green economy that fosters local jobs and builds regional learning around green innovation and technology



A 6 Star Green Star Community

Ginninderry has achieved a world leading 6 star rating through the Green Building Council of Australia's Green Star - Communities program. For more information visit ginninderry.com

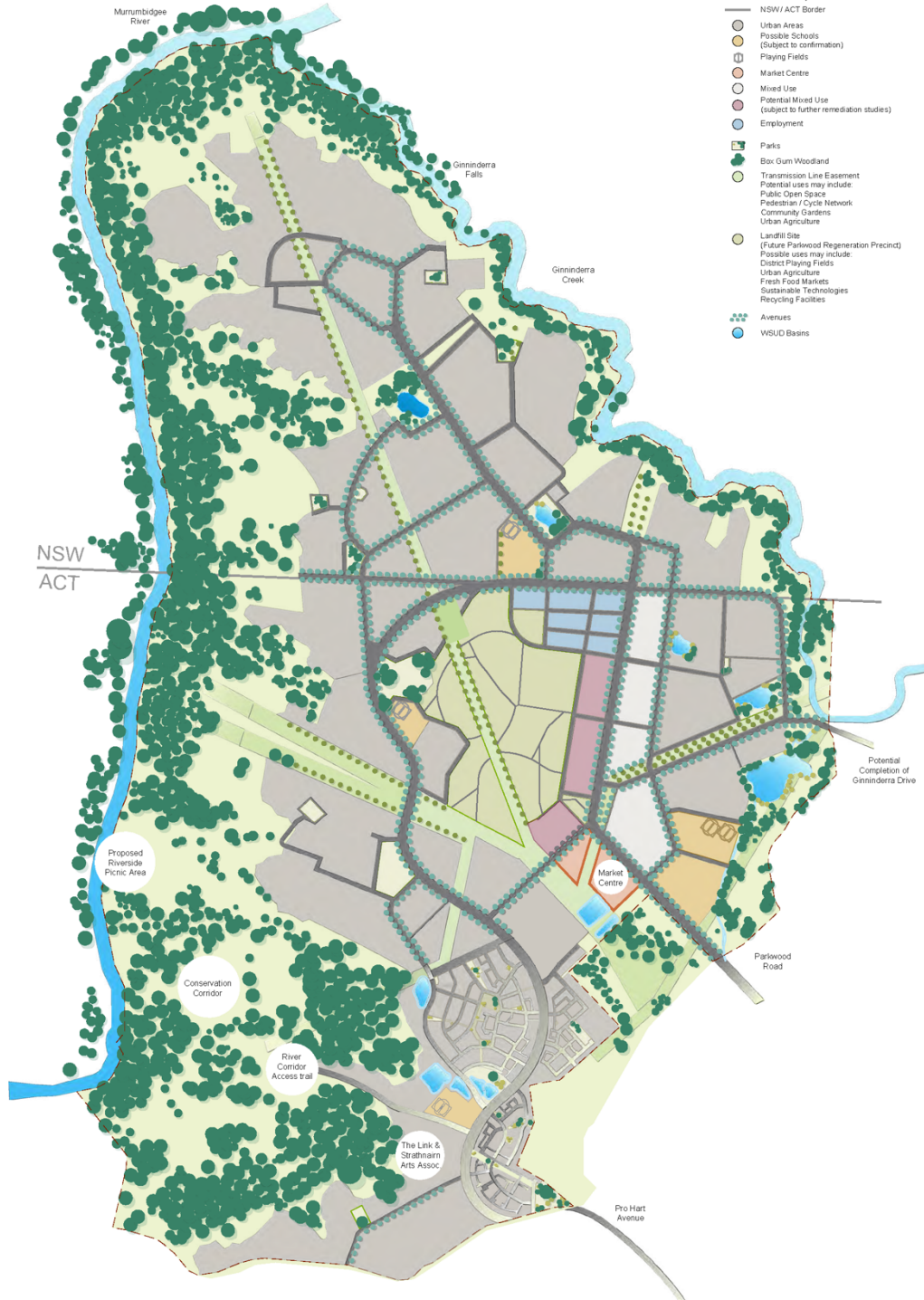
Annexure Two – Ginninderry Masterplan

Ginninderry Masterplan



Legend

- Site Boundary
- NSW / ACT Border
- Urban Areas
- Possible Schools (Subject to confirmation)
- Playing Fields
- Market Centre
- Mixed Use
- Potential Mixed Use (subject to further remediation studies)
- Employment
- Parks
- Box Gum Woodland
- Transmission Line Easement
- Potential uses may include:
 - Public Open Space
 - Pedestrian / Cycle Network
 - Community Gardens
 - Urban Agriculture
- Landfill Site (Future Parkwood Regeneration Precinct)
 - Possible uses may include:
 - Dispersed Playing Fields
 - Urban Agriculture
 - Fresh Food Markets
 - Sustainable Technologies
 - Recycling Facilities
- ◆ Avenues
- WSUD Basins



Disclaimer: The Suburban Land Agency (SLA), Riverview Developments (RD) and Riverview Projects (ACT) Pty Ltd (RP) make no warranty to the accuracy or completeness of information in this brochure and recommends obtaining independent legal, financial and accounting advice before considering purchasing or making an offer to purchase land or a house and land package. The plans, examples and information contained herein are for illustrative purposes only and should not, without further inquiry, be relied upon as to their ultimate accuracy, to the extent permitted by law; the SLA, RD and RP will not be responsible for any loss or damage that may be incurred as a result of your reliance upon this material.

Annexure Three – Macnamara Stage 1 Plan

Annexure Four – Stage 1D Available Blocks



Annexure Five – Stage 1D Contour Plan

Annexure Six – Packaged Block Particulars and Pricing

Annexure Six - RFT Packaged Block Particulars and Pricing										
Package	Alpha Section	Alpha Block	Numeric Section	Numeric Block	Street Address	Site Area (sqm)	Base Price	Rate \$/sqm	Tendered Price	
Package 1	AG	s	13	10	39 Sherrard Crescent	575	\$544,500	\$947		
	AG	u	13	11	37 Sherrard Crescent	575	\$544,500	\$947		
Package 2	AG	t	13	43	32 Eric Willmont Way	505	\$495,000	\$980		
	AG	r	13	44	34 Eric Willmont Way	649	\$562,500	\$867		
Package 3	AG	e	13	50	50 Eric Willmont Way	478	\$517,500	\$1,083		
	AG	c	13	51	52 Eric Willmont Way	460	\$495,000	\$1,076		
Package 4	AB	a	15	7	30 Kaminski Street	560	\$526,500	\$940		
	AB	c	15	8	32 Kaminski Street	504	\$486,000	\$964		
	AB	f	15	9	34 Kaminski Street	504	\$486,000	\$964		
Package 5	AD	n	16	8	14 Bornemissa Crescent	420	\$459,000	\$1,093		
	AD	p	16	9	3 Lemaire Terrace	502	\$495,000	\$986		
Package 6	AD	h	16	13	62 Sherrard Crescent	636	\$549,000	\$863		
	AD	f	16	14	64 Sherrard Crescent	628	\$549,000	\$874		

Annexure Seven - Specimen Put & Call Option

DATED

2024

Deed of Put and Call Option
Block //block// Section //section// Macnamara



mvlaw.

Level 2, 121 Marcus Clarke Street
Canberra City ACT 2601

Telephone: (02) 6279 4444

Facsimile: (02) 6279 4455

Email: info@mvlaw.com.au

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THIS DEED is made on the day of 2022.

PARTIES

1. **Suburban Land Agency ABN 27 105 505 367** of 480 Northbourne Avenue, Dickson ACT 2602

 ('Grantor')
2. **The person specified in Item 1 of Schedule 1**

 ('Grantee')
3. **The person specified in Item 2 of Schedule 1**

 ('Guarantor')

BACKGROUND

- A. The Grantor is the custodian of the Land.
- B. The Grantor has agreed to grant to the Grantee a Call Option for the grant of a Crown lease over the Land as set out in this deed.
- C. The Grantee has agreed to grant to the Grantor a Put Option to require the Grantee to acquire a Crown lease over the Land as set out in this deed.
- D. If the Grantee satisfies the Grantor that the Nominee has entered into a bona fide building contract for the construction of a dwelling on the Land by the Builder, the Grantee may nominate a Nominee to exercise the Call Option and enter into the Contract.
- E. The Guarantor (if any) has agreed to guarantee the obligations of the Grantee.

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

The following words have these meanings, unless the contrary intention appears:

Business Day means a day in which Banks are open in the Australian Capital Territory and does not include a Saturday, Sunday or public holiday.

Builder means [insert name of licensed builder associated with the Grantee].

Building Contract means a bona fide building contract for the construction of a dwelling on the Land by the Builder, signed by the parties.

Call Option means the call option granted by the Grantor to the Grantee in accordance with clause 2.1.

Call Option Expiry Date means the date specified in Item 6 of Schedule 1.

Call Option Fee means \$10.00, receipt of which is hereby acknowledged.

Call Option Notice means a notice in the form of Annexure A.

Call Option Period means the period starting on the Commencement Date and ending at 5.00 pm on the Call Option Expiry Date.

Commencement Date means the date of this deed.

Completion means the date on which completion of the Contract takes place.

Contract means the form of first grant contract at Annexure C and includes the special conditions, annexures and schedules to the contract for sale and updated in accordance with clause 7.

Controller has the meaning it has in the Corporations Act.

Corporations Act means the *Corporations Act 2001* (Cth).

Default Event means an event of default referred to in clause 11(a).

Deposit means the deposit payable under the Contract, being 5% of the Purchase Price.

Enforcement Action includes:

- (a) a mortgagee of the Land taking any enforcement action pursuant to the mortgage (including entering into possession of the Land);
- (b) the appointment of a Receiver or other Controller to any part of the property of the Grantor;
- (c) the Grantor being under administration or in liquidation; or
- (d) the occurrence otherwise of an event or circumstance which results in the Grantor being insolvent.

Form of Nomination means the form set out in Annexure D.

Grantee's Lawyer means the person detailed in Item 5 of Schedule 1, or such other person or firm as notified by the Grantee to the Grantor's Lawyer.

Grantor's Lawyer means the person detailed in Item 4 of Schedule 1, or such other person or firm as notified by the Grantor to the Grantee's Lawyer.

GST has the same meaning as in the GST Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Land means the land detailed in Item 3 of Schedule 1.

Legal Costs means \$440.00 (GST inclusive) payable by the Grantee under clause 10(a).

Nomination Fee means the sum of \$220.00 (GST inclusive).

Nomination Request Fee means the sum of \$220.00 (GST inclusive).

Nominee means the person the Grantee nominates and the Grantor approves in accordance with clause 9.

Option means either the Put Option or the Call Option, as the case may be.

Option Notice means a Call Option Notice and/or a Put Option Notice, as applicable.

Purchase Price means the purchase price payable under the Contract.

Put Option means the put option granted by the Grantee to the Grantor in accordance with clause 2.2.

Put Option Expiry Date means the date that is 20 Business Days after the Call Option Expiry Date.

Put Option Fee means \$10.00, receipt of which is hereby acknowledged.

Put Option Notice means a notice in the form of Annexure B.

Put Option Period means the period commencing the day after the Call Option Expiry Date and ending at 5.00 pm on the Put Option Expiry Date.

Receiver includes a receiver or receiver and manager.

Security Sum means \$5,000.00 (GST inclusive).

1.2 General interpretation

In this deed unless the contrary intention appears:

- (a) a reference to a person includes a reference to a body corporate and vice versa;
- (b) a reference to any statutes, regulations, ordinances or by-laws include all amendments, consolidations or replacements of those statutes, regulations, ordinances or by-laws;
- (c) a reference to currency is a reference to Australian currency unless otherwise specifically provided;
- (d) a reference to this deed or to any other agreement or document includes this deed or that other agreement or document as amended, novated, supplemented, varied or replaced from time to time;
- (e) the singular includes the plural and vice versa;
- (f) headings do not affect the interpretation of this deed;
- (g) the word 'include' is used without any limitation;

- (h) words defined in the Contract but not defined in this deed have the meaning given in the Contract; and
- (i) if a party comprises more than one entity, the obligations and covenants given by those entities are given by and bind those entities jointly and severally.

1.3 Succession

This deed will be binding upon a party's successors, legal personal representatives and permitted assigns.

2 GRANT OF OPTIONS

2.1 Call Option

- (a) In consideration of the payment of the Call Option Fee by the Grantee to the Grantor on the date of this deed, the Grantor irrevocably grants to the Grantee the Call Option which is exercisable during the Call Option Period to require the Grantor to procure the grant to the Grantee of a Crown lease over the Land for the Purchase Price and on the terms set out in the Contract.
- (b) The Call Option is to be read and construed as an irrevocable offer rather than a conditional contract.

2.2 Put Option

- (a) In consideration of the payment of the Put Option Fee by the Grantor to the Grantee on the date of this deed, the Grantee irrevocably grants to the Grantor the Put Option which is exercisable during the Put Option Period, to require the Grantee to acquire a Crown lease over the Land for the Purchase Price and on the terms set out in the Contract.
- (b) The Put Option is to be read and construed as an irrevocable offer rather than a conditional contract.

3 SECURITY SUM

- (a) On the date of this deed, the Grantee must pay to the Grantor the Security Sum.
- (b) If an Option is exercised in accordance with clause 8 then the Grantee acknowledges and agrees that the Security Sum must be applied to the Deposit payable under the Contract for Sale.
- (c) If:
 - (i) an Option is not exercised in accordance with clauses 8 or 9; or
 - (ii) this deed is terminated due to the default of the Grantee,the Grantor will be entitled to retain all moneys paid by the Grantee towards the Security Sum.
- (d) If the deed is lawfully terminated due to the default of the Grantor, the Grantor must, within 20 Business Days of the date of receipt of a valid notice of

termination, pay the total amount paid by the Grantee towards the Security Sum to the Grantee.

4 CALL OPTION FEE

- (a) The Grantee must pay the Call Option Fee to the Grantor on the Commencement Date, and the Grantor acknowledges receipt of the Call Option Fee on the Commencement Date.
- (b) The Call Option Fee is non-refundable if the Call Option is not exercised and is not taken to be part payment of the Security Sum or the Purchase Price.

5 PUT OPTION FEE

- (a) The Grantor must pay the Put Option Fee to the Grantee on the Commencement Date, and the Grantee acknowledges receipt of the Put Option Fee on the Commencement Date.
- (b) The Put Option Fee is non-refundable if the Put Option is not exercised.

6 BINDING CONTRACT FOR SALE

- (a) If an Option is exercised in accordance with clause 8.1 or 8.2 then:
 - (i) the Grantee agrees to buy and the Grantor agrees to sell the Land for the Purchase Price in accordance with the terms of the Contract, and the Contract will be treated as having been entered into on the date of service of the Option Notice; and
 - (ii) the parties will as soon as possible (and in accordance with clause 8.3 if applicable) formally exchange executed counterparts of the Contract; and
 - (iii) the date of exchange for the Contract will be the date of service of the Option Notice.
- (b) The parties agree that exchange of the Contract in accordance with this clause 6 is intended only to permanently record the detailed terms of the Contract as the parties will be bound by the Contract on the date, and by virtue, of the exercise of an Option.
- (c) If either party fails to execute the Contract in accordance with clause 6(a)(ii), the other party may rely on the terms of this deed, including all annexures and attachments, as sufficient to form a contract for the sale of the Land.

7 UPDATING ATTACHED CONTRACT

- (a) If, before an Option is exercised, the Grantor's Lawyer gives the Grantee's Lawyer any one or more of the following:
 - (i) a document that, by a change in the law since the date of this deed, is required to be attached to a contract for sale of land;
 - (ii) an updated version of any of the documents attached to the form of the Contract that is Annexure C; or

(iii) an updated description of the title to the Land,

then before the form of Contract that is Annexure C is executed, the Grantee or the Nominee (as applicable) must ensure that the Grantee's Lawyer attaches, or replaces with the updated version, the documents, or update the description of the title, as the case may be.

- (b) The updated documents referred to in clause 7(a)(i)-(iii) must not be substantially different from the documents annexed as Annexure C on the date of this deed in a way that is materially detrimental to the Grantee.
- (c) The Grantor may, before an Option is exercised, notify the Grantee of a revised 'Estimated Date Range for Works' (as set out in the Schedule to the Contract) and following such notification the Contract will be amended to reflect the revised 'Estimated Date Range for Works'.

8 EXERCISE OF CALL OPTION AND PUT OPTION

8.1 Call Option

To exercise the Call Option, the Grantee must:

- (a) serve a Call Option Notice on the Grantor's Lawyer, at the address in Item 4 of Schedule 1 during the Call Option Period;
- (b) provide to the Grantor's Lawyer an unendorsed bank cheque for the amount due in respect of the Deposit; and
- (c) deliver to the Grantor's Lawyer at the address in Item 4 of Schedule 1, the original Contract executed by the Grantee dated on the date of service of the Call Option Notice.

8.2 Put Option

To exercise the Put Option, the Grantor must:

- (a) serve a Put Option Notice on the Grantee's Lawyer, at the address shown in Item 5 of Schedule 1 during the Put Option Period; and
- (b) deliver to the Grantee's Lawyer at the address shown in Item 5 of Schedule 1 an executed original of the Contract dated on the date of service of the Put Option Notice.

8.3 Grantee obligations for Put Option

If the Grantor exercises the Put Option in accordance with clause 8.2, the Grantee must provide to the Grantor within 2 Business Days after delivery of the Put Option Notice:

- (a) an original Contract executed by the Grantee; and
- (b) an unendorsed bank cheque in favour of the Grantor for the amount due in respect of the Deposit.

8.4 Options not exercisable

Neither the Call Option nor the Put Option may be exercised prior to the commencement of the Call Option Period and the Put Option Period respectively.

8.5 Failure to exercise Option

- (a) If the Call Option is not exercised in accordance with clause 8.1 the Call Option will lapse.
- (b) If the Put Option is not exercised in accordance with clause 8.2, the Put Option will lapse.

9 NOMINEE

9.1 Conditions of Nomination

- (a) The Grantee's right to nominate a Nominee under this clause 9 is conditional upon the Grantor's prior approval of the Nominee in accordance with this clause 9.1.
- (b) The Grantee may at any time prior to the exercise of the Call Option request the approval of a proposed Nominee by delivering to the Grantor's Lawyer:
 - (i) a certified copy of a Building Contract between the Builder and the proposed Nominee; and
 - (ii) the Nomination Request Fee.
- (c) The Grantor will either approve the Nominee or refuse to approve the proposed Nominee. The Grantor's approval cannot be unreasonably withheld or delayed.
- (d) Within 10 Business Days of receipt of the Building Contract by the Grantor's Lawyer, the Grantor's Lawyer will notify the Grantee's Lawyer of the Grantor's decision under clause (c). If the Grantor's Lawyer does not notify the Grantee's Lawyer of the Grantor's decision within the required timeframe, the Nominee will be deemed to be approved.

9.2 Nominee exercises Call Option

Despite clause 8.1, if:

- (a) the Grantee has not exercised the Call Option;
- (b) the Grantee is not in default under this deed;
- (c) the Call Option Period has not expired; and
- (d) this deed has not been terminated or rescinded,

the Grantee may at the time the Call Option is exercised nominate the Nominee by delivering to the Grantor's Lawyer all of the following:

- (i) the Nomination Fee;

- (ii) the Form of Nomination executed by the Grantee and the Nominee specifying the Nominee's name, address, email address, phone number and address for service of notices on the Nominee;
- (iii) an original Contract executed by the Nominee; and
- (iv) an unendorsed bank cheque in favour of the Grantor for the amount of the Deposit.

9.3 Contract made with Nominee

If the Nominee exercises the Call Option:

- (a) then at the time the items set out in clause 9.2 are delivered, the Contract is made and the Grantor is bound to sell and the Nominee is bound to buy the Land for the Purchase Price on the terms in the Contract;
- (b) all references to the 'Grantee' in this deed, (except for clause this clause 9 and clause 10(b)) and any ancillary documents will be deemed to be references to the 'Nominee', and by the Nominee exercising the Call Option the Nominee will be deemed to be a party to this deed and any ancillary documents (if any) in place of the Grantee;
- (c) the Nominee will enter into the Contract; and
- (d) the Grantor must authorise the release of the Security Sum to the Grantee.

10 COSTS

- (a) On the Commencement Date, the Grantee must pay the Grantor's Legal Costs for the preparation of this deed.
- (b) The Grantee must pay all stamp duties payable in connection with this deed.
- (c) The Grantee must pay all stamp duties payable in connection with the Contract and any transaction arising out of this deed.

11 DEFAULT

- (a) A Default Event means:
 - (i) the failure by a party to perform a material obligation in accordance with the terms of this deed;
 - (ii) the appointment of a Receiver, manager, liquidator (including a provisional liquidator), statutory manager or any similar person appointed (whether by a Court or by other persons) to the Grantee;
 - (iii) the bankruptcy, insolvency or entering into a scheme of arrangement (whether formal or informal) with creditors by the Grantee; or
 - (iv) the assignment of property by the Grantee for the benefit of creditors.
- (b) Each party undertakes to the other that it will promptly provide written notification to the other party of any Default Event occurring in respect of the first party.

- (c) If a Default Event occurs, clauses 25, 26, 27 and 28 of the Contract will apply in relation to the Default Event as if the Default Event was a default by the defaulting party under the Contract and as if the references to the Contract or 'this Contract' in those clauses were references to this deed.
- (d) If the Grantee is in default under this deed, the Grantee shall be deemed to be in default under the Contract.
- (e) If the Grantor is in default under this deed, the Grantor shall be deemed to be in default under the Contract.
- (f) If the Nominee is in default under this deed, the Nominee shall be deemed to be in default under the Contract.
- (g) For the avoidance of doubt, the occurrence of an Enforcement Action does not constitute a default by the Grantor.

12 RESCISSION

- (a) If this deed is rescinded it is rescinded from the beginning, and no party will be liable to pay the other any sum for damages, costs and expenses.
- (b) Upon rescission of this deed the Grantor hereby irrevocably directs the Stakeholder to release to the Grantee the Security Sum without deduction under this deed.

13 GST

All amounts expressed or described in this deed are GST inclusive amounts.

14 ADDRESSES

The address for service of Option Notices or other notices under this deed is as follows:

- (a) Grantor's Lawyer: to the address detailed in Item 4 of Schedule 1, or such other address as notified by the Grantee to the Grantor's Lawyer.
- (b) Grantee's Lawyer: to the address detailed in Item 5 of Schedule 1, or such other address as notified by the Grantee to the Grantor's Lawyer.

15 ASSIGNMENT

The Grantee must not assign its rights under this deed without the prior written consent of the Grantor.

16 JURISDICTION

- (a) This deed is governed by the laws of the Australian Capital Territory.
- (b) Any proceedings in respect of any cause or action arising under this deed will be heard and determined in a Court of the Australian Capital Territory or other Court with jurisdiction to hear those proceedings.

17 CONFIDENTIALITY AND ANNOUNCEMENTS

- (a) The terms of this deed and all information exchanged between the parties under this deed or during the negotiations preceding the formation of this deed are confidential to them and may not be disclosed to any person except:
 - (i) to the parties' consultants, advisers and financiers (as required) in order to obtain advice in respect of, or to give effect to, the parties' rights and obligations under this deed;
 - (ii) for the purposes of this deed or otherwise with the consent of the party who supplied the information (which consent must not be unreasonably withheld or delayed);
 - (iii) if required by law or a stock exchange (and then only after the other is previously informed of such proposed disclosure and has had an opportunity to negotiate the terms of that disclosure in good faith);
 - (iv) in connection with legal proceedings relating to this deed; or
 - (v) if the information is generally and publicly available otherwise than as a result of a breach of this special condition.
- (b) A party must not issue any press release or disclose any information to the media about this deed without the written consent of the other party, which consent must not be unreasonably withheld or delayed.

18 WAIVER

- (a) Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by law or under this deed by any party will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement of that or any other right, power or remedy provided by law or under this deed.
- (b) Any waiver or consent given by any party under this deed will only be effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of any term of this deed will operate as a waiver of another breach of that term or of a breach of any other term of this deed.

19 COUNTERPARTS

- (a) This deed may be executed in any number of counterparts and by the parties on separate counterparts.
- (b) Each counterpart constitutes an original of this deed, all of which together constitute one agreement.

20 NON-MERGER

None of the terms of this deed, or any act, matter or thing done by virtue of or in connection with this deed, will operate as a merger of any of the rights and remedies of

the parties under this deed, and those rights and remedies will at all times continue in full force and effect.

21 VARIATIONS

This deed can only be varied by a deed signed by both parties.

22 ENTIRE AGREEMENT

To the extent permitted by law, in relation to the subject matter of this deed, this deed and the Contract:

- (a) embody the entire understanding of the parties, and constitute the entire terms agreed on between the parties; and
- (b) supersede any prior written or other agreement between the parties.

23 NOTICES

23.1 Method of Service

To serve an Option Notice or other notice under this deed a party must:

- (a) leave it at; or
- (b) send it by pre-paid post,

to the address of the person to be served in accordance with clause 14.

23.2 Date of Service

If an Option Notice or other notice under this deed is served in accordance with:

- (a) clause 23.1(a), the notice is taken to have been received on the day that it is delivered or, if not delivered before 5.00 pm on a Business Day, on the next Business Day; or
- (b) clause 23.1(b), the notice is taken to have been received on the day 2 Business Days after it was posted.

24 DIRECTOR'S GUARANTEE

- (a) Where the Grantee is a corporation, all directors of that corporation must guarantee that corporation's performance of its obligations under this deed.
- (b) The guarantee is to be in the form attached as Annexure E.

SCHEDULE 1 – CONTRACT PARTICULARS

Item 1 Grantee	[insert]
Item 2 Guarantor	[insert]
Item 3 Land	Block [insert] Section [insert] Division of [insert]
Item 4 Grantor's Lawyer and address for service of notices	MV Law Attention: Rebecca Rezuk/Kirsten Hammond (delivery) Level 2, 121 Marcus Clarke Street, Canberra ACT 2601 (post) GPO Box 764, Canberra ACT 2601
Item 5 Grantee's Lawyer and address for service of notices	[insert] Attention: [insert] (delivery) [insert] (post) [insert]
Item 6 Call Option Expiry Date	The later of: (a) 62 days after the Commencement Date; or (b) 5 Business Days after the date on which the Grantee is notified by the Grantor's Lawyer that the Grantor has achieved operational acceptance in relation to the Works (as defined in the Contract) excluding the date the notice is served.

ANNEXURE A – CALL OPTION NOTICE

Deed:	Deed of Put and Call Option dated [insert date]
Land:	[insert details]
Date:	[insert details]
Grantor:	Suburban Land Agency ABN 27 105 505 367 of 480 Northbourne Avenue, Dickson ACT 2602
Grantee:	[insert details]

In accordance with the Deed:

- 1 the Grantee notifies the Grantor that the Grantee irrevocably exercises the Call Option; and
- 2 the Grantor must sell the Land to the Grantee in accordance with the Contract annexed to the Deed.

Executed by Grantee

Executed by **//name and ACN of company//** in accordance with section 127 of the Corporations Act 2001:)
)
)
)
)

Signature of Sole Director/Secretary
Name of Sole Director/Secretary:

Executed by **//insert name of company and ACN//** in accordance with section 127 of the Corporations Act 2001:)
)
)
)
)

Signature of Director/Secretary
Name of Director/Secretary

Signature of Director
Name of Director

Executed by **//NAME//** in the presence)
of:)
)
)
)

Signature of Grantee

Signature of Witness

Name of Witness in full

Address of Witness

ANNEXURE B – PUT OPTION NOTICE

Deed:	Deed of Put and Call Option dated [insert date]
Land:	[insert details]
Date:	[insert details]
Grantor:	Suburban Land Agency ABN 27 105 505 367 of 480 Northbourne Avenue, Dickson ACT 2602
Grantee:	[insert details]

In accordance with the Deed:

- 1 the Grantor notifies the Grantee that the Grantor irrevocably exercises the Put Option; and
- 2 the Grantee must purchase the Land from the Grantor in accordance with the Contract annexed to the Deed.

Executed by the Grantor

Executed by **Suburban Land Agency ABN 27 105 505 367** in the presence of:

Signature of witness

Signature of authorised delegate

Full name of witness

Full name of authorised delegate

ANNEXURE C – CONTRACT

ANNEXURE D – FORM OF NOMINATION

For the attention of: **Suburban Land Agency ABN 27 105 505 367** of
480 Northbourne Avenue, Dickson ACT 2602

[insert Grantee details] nominates:

Name of Nominee:
Primary Contact:
Address:
Phone Number:
Email address:

to be its nominee to exercise the Call Option contained in the Deed of Put and Call
Option dated **[insert date]** in relation to Block **<<Block>>** Section **<<Section>>**
<<Division>>

*[NOTE: Failure to complete all of these details will result in the Nomination being
rejected]*

Dated: **[insert date]**

Grantee

Executed by **//name and ACN of**)
company// in accordance with section)
127 of the Corporations Act 2001:)
)
)

Signature of Sole Director/Secretary
Name of Sole Director/Secretary:

Executed by **//insert name of company**)
and ACN// in accordance with section)
127 of the Corporations Act 2001:)
)
)

Signature of Director/Secretary
Name of Director/Secretary

Signature of Director
Name of Director

Executed by **//NAME//** in the presence)
of:)
)
)
)

Signature of Grantee

Signature of Witness

Name of Witness in full

Address of Witness

.....
[Nominee] hereby accept the nomination and exercises the Call Option pursuant to the Deed of Put and Call Option referred to above.

Acknowledgement

The Nominee specifically acknowledges the terms in the Contract relating to the provision of a Compliance Bond as security for the performance of the Nominee's obligations under the Contract.

Executed by **//name and ACN of company//** in accordance with section)
127 of the Corporations Act 2001:)
)
)
)

Signature of Sole Director/Secretary
Name of Sole Director/Secretary:

Executed by **//insert name of company and ACN//** in accordance with section)
127 of the Corporations Act 2001:)
)
)
)

Signature of Director/Secretary
Name of Director/Secretary

Signature of Director
Name of Director

Executed by **//NAME//** in the presence)
of:)
)
)
)

Signature of Nominee

Signature of Witness

Name of Witness in full

Address of Witness

Executed by **//NAME//** in the presence)
of:)
)
)
)

Signature of Director

Signature of Witness

Name of Witness in full

Address of Witness

NOTE: All directors of the Grantee are to sign this guarantee. If the Grantee is a sole director company please write 'Sole Director' after that director's signature.

EXECUTED AS A DEED

Grantor

Executed by Suburban Land Agency ABN 27 105 505 367 in the presence of:

Signature of witness

Full name of witness

Signature of authorised delegate

Full name of authorised delegate

Grantee

Executed by **//name and ACN of company//** in accordance with section 127 of the Corporations Act 2001:)
)
)
)
)

Signature of Sole Director/Secretary
Name of Sole Director/Secretary:

Executed by **//insert name of company and ACN//** in accordance with section 127 of the Corporations Act 2001:)
)
)
)
)

Signature of Director/Secretary
Name of Director/Secretary

Signature of Director
Name of Director

Executed by **//NAME//** in the presence)
of:)
)
)
)

Signature of Grantee

Signature of Witness

Name of Witness in full

Address of Witness

w:\2103271\p043.docx

Annexure Eight – Returnable Schedules

SCHEDULE 1

RESPONDENT DETAILS

Corporate Information

Business Name:	
ABN:	
Office Address:	
PO Box:	
Telephone Number:	
Website Address:	
Builders Licence Number:	

Contact Person

Name:	
Position:	
Office Address:	
Telephone Number:	
Email Address:	

SCHEDULE 2

DECLARATION

RFT

The Tenderer expresses interest in participating in the Ginninderry RFT for the Macnamara Speculative Home Program as specified in the RFT Invitation on the conditions set out in the RFT.

Conflict of Interest

The Tenderer does not have any known actual or potential conflicts of interest in respect of the RFT process or its proposed participation in the Program other than the following:

Please provide detail:

.....
.....
.....
.....
.....

The Tenderer undertakes to advise Ginninderry in writing of all actual or potential conflicts of interest in respect of the RFT process or its proposed participation in the Program immediately upon becoming aware of the same.

Improper Assistance

The Tenderer undertakes that:

- a) this RFT submission has been compiled without the assistance of any employee of Riverview, Ginninderry or the SLA and without the use of information obtained unlawfully or in breach of any obligation of confidentiality to Australian Capital Territory; and
- b) it has not otherwise contravened the RFT.

Further Representations and Acknowledgements

The Tenderer undertakes that:

- a) it has read and accepts all of the terms and conditions set out in the RFT;
- b) it has examined and satisfied itself as to all matters it considers relevant to the RFT;
- c) it has examined or will make its own enquiries concerning all further information which is obtainable by making
- d) reasonable enquiries relevant to the risks, contingencies and other circumstances having an effect on its RFT submission;
- e) it has satisfied itself as to and warrants the correctness and sufficiency of its RFT; and
- f) it has relied entirely on its own enquiries and has not relied on any representation, warranty or other conduct by
- g) or on behalf of Riverview, Ginninderry or the SLA, except as expressly provided in the RFT or in notices received by it.

The Tenderer acknowledges that:

- a) Ginninderry may exercise any of its rights set out in the RFT in its absolute discretion, at any time and without having to notify any Tenderer or provide reasons;
- b) the statements, opinions, projections, forecasts or other information contained in the RFT may change;
- c) the RFT is a summary only of Ginninderry's requirements and is not intended to be a comprehensive description of it;
- d) neither the lodgement of the RFT nor the acceptance of any RFT nor any agreement made subsequent to the RFT will imply any representation from or on behalf of Ginninderry that there has been no material change since the date of the RFT or since the date as at which any information contained in the RFT is stated to be applicable;

- e) except as required by law and only to the extent so required, neither Riverview, nor its respective officers, employees, advisers or agents will in any way be liable to any person or body for any loss, damage, cost or expense of any nature arising in any way out of or in connection with any representations, opinions, projections, forecasts or other statements, actual or implied, contained in or omitted from the RFT; and
- f) the Respondent has sought its own professional advice as appropriate and has not construed the RFT as investment, legal, tax or other advice.

Dated:

Signature of Representative of the Respondent

Name of Representative (in block letters)

.....

.....

Statutory Declaration

I, //Full name//

(FULL NAME)

of //Address//

in the State \ Territory of //State//

(ADDRESS)

Insert your occupation(s) //Occupation//

do solemnly and sincerely declare that

1. This Statutory Declaration is given in respect of _____ ('the Builder') and the holding company of the Builder (if any) ('the Holding Company').

2. ATO Portals

ATO Business Portal reports undertaken within 5 business days of the date of this Declaration evidence that the tax liability is nil in respect of both the Builder and the Holding Company (if any) (or in respect of the head company if either entity is part of a tax consolidated group).

3. Superannuation

The Builder and the Holding Company (if any) have produced evidence satisfactory to me that all superannuation amounts owing to employees up to the date of this Declaration have been paid to a complying superannuation fund within the timeframes required by law.

4. Aged Creditors

The Builder and the Holding Company (if any) have produced evidence satisfactory to me that there are nil trade creditors aged more than 60 days, other than the invoices specified below:

[insert details of outstanding trade invoices as required, or write 'Not Applicable']

5. Solvency

The Builder and its Holding Company (if any) are solvent and able to pay their debts as and when they fall due.

Place your initials in the box beside the State or Territory in which your Statutory Declaration is being made.

- N.S.W.

– AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the *Oaths Act 1900*
- VIC

- AND I acknowledge that this declaration is true and correct, and I make it in the belief that a person making a false declaration is liable to the penalties for perjury and by virtue of section 107 of the *Evidence Act 1958*
- QLD

- AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the *Oaths Act 1867*
- S.A.

- AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the *Oaths Act 1936*
- W.A.

- AND I make this solemn declaration by virtue of section 12 of the *Oaths, Affidavits and Statutory Declarations Act 2005*
- TAS

- AND I make this solemn declaration by virtue of section 14 of the *Oaths Act 2001*
- N.T.

- AND I make this solemn declaration by virtue of the *Oaths Act* and conscientiously believing the statements contained in this declaration to be true in every particular. *NOTE: A person wilfully making a false statement in a statutory declaration is liable to a penalty of \$2,000 or imprisonment for 12 months, or both.*
- CTH/
A.C.T.

- AND I make this solemn declaration by virtue of the *Statutory Declarations Act 1959* and subject to the penalties provided by that Act for the making of false statements in statutory declarations, conscientiously believing the statements contained in this declaration to be true in every particular.

Declared at in the State/Territory of

this day of 2023

.....
(SIGNATURE OF DECLARANT)

before me
(SIGNATURE OF WITNESS)

.....
(ADDRESS OF WITNESS) (TITLE/QUALIFICATION)

SCHEDULE 3

FINANCIAL CAPACITY AND COMPLIANCE

1) The Respondent must provide:

Entity Structure Diagram – showing the following entities and how they are related:

- Entity submitting RFT
- Entity who will construct the Spec homes
- Any other entities that are anticipated to be used to undertake the development of homes at Ginninderry.

Entity Details – for each entity listed above the following details are to be provided:

- Legal name of entity
- Entity ACN and/or ABN
- If the entity is an individual, a copy of the individual’s current Driver’s Licence
- If the entity is a company, a current ASIC Company Search extract for the company
- If the entity is a trust, the name of the trustee and if the trustee is a company, a current ASIC Company Search for the company or if the trustee is an individual, a copy of the individuals current Driver’s Licence.

2) The Respondent must also provide a copy of its:

- **Registered Builder:** Current ACT Builders Licence, Class C, with a minimum of five (5) years’ experience
- **Building insurance:** Certificate of eligibility in respect of Home Builders Warranty Insurance, or certificate of eligibility issued by the Master Builders Fidelity Fund for the relevant building entity, with sufficient cover for an additional two or three homes
- **Financial capacity:** The Builder must provide evidence to satisfy and support the following requirements:
 - financial controller, accountant or auditor provide a statutory declaration substantially in the form attached that:
 - tax liability is nil in respect of both the Builder and any Holding Company (or in respect of the head company if either entity is part of a tax consolidated group);
 - all superannuation amounts owing to employees of the Builder and any Holding Company are up to date and have been paid to a complying superannuation fund within the requirements require by law;
 - there are nil trade creditors of the Builder and any Holding Company aged more than 60 days;
 - all commissions or other selling fees payable to employees, agents or consultants of the Builder or any Holding Company have been paid.

Dated:

Signature of Representative of the Respondent

Name of Representative (in block letters)

.....

.....

SCHEDULE 4

CAPABILITY AND COMMITMENT

In assessing this criteria the Respondent must demonstrate that it has the experience and capability to successfully participate in and commit to the Program and support the Project Objectives.

Tenderers should:

- 1) Provide details of their capability including:
 - relevant spec home and contract building experience, especially experience in the Canberra Region.
- 2) Provide a summary of homes contracted and completed in FY2024 specific to the Canberra Region.

Number of contracts signed	
Number of homes completed	
Total contract value of completed homes	

NOTE: Value of construction work only, excluding land value.

- 3) Provide a summary of committed contracts for FY2025 to date including current work in progress specific to the Canberra Region, and if applicable at a company Group level:

Number of contracts signed	
Total Contract Value of signed contracts	

NOTE: Value of construction work only, excluding land value.

COMMITMENT

I confirm I have read and understood the opportunity and requirements for the Program contained in Part B and Part C of this RFTs and confirm the willingness of my organisation to commit to these requirements, specifically:

- Compliance with the Macnamara’s Housing Development Requirements;
- Compliance with the ACT Territory Plan and its relevant sections relating to residential construction; and
- Participation with respect to the Project Vision and Objectives.

Ginninderry may also use records of performance; claims and compliance codes provided by ACT Government agencies, departments or consultants to determine a Respondent’s past performance on similar types of projects.

Dated:

Signature of Representative of the Respondent

Name of Representative (in block letters)

.....

.....

SCHEDULE 5

PACKAGED BLOCK SELECTION AND TENDERED PRICING

Tenderers must provide details of their preferred block package selections and with it a tendered price for each block.

The Tenderer wishes to submit a competitive tender price for the following packaged blocks by completing the schedule on the following page. The Tenderer may tender pricing for one or more of the block packages available.

Tenderers should only submit a tender price for packages of interested.

Details of any additional information, suggestions or feedback the Tenderer may wish to provide at this stage in relation to the strategic intent of this Program as outlined in this RFT document:

- Tenderers are not required to respond to this requirement but are encouraged to do so if they wish to highlight any key concerns and/or opportunities that they believe should be considered as part of their submission or for the overall benefit of the Program.

Dated:

Signature of Representative of the Respondent

Name of Representative (in block letters)

.....

.....

Annexure Nine – RFT Terms and Conditions

Requests for RFTs and representations

This Invitation for RFTs is and will remain the property of Ginninderry and may only be used by Tenderers for the purpose of preparing an RFT.

No representation made by or on behalf of Ginninderry in relation to this Request for RFTs will be binding on Ginninderry unless that representation is in writing and is incorporated into a formal agreement with Ginninderry.

Tenderers will have no claim against Ginninderry or any officer, employee or adviser of Ginninderry with respect to the exercise of, or failure to exercise, any right under or in consequence of this Request for RFTs.

RFT documents

Ownership of all intellectual property in all materials prepared by or on behalf of the Respondent in submitting this RFT will remain with the Tenderer.

Confidentiality

In this clause “confidential information” means information provided by a Tenderer which Ginninderry has acknowledged to be confidential to that Respondent.

Except as provided elsewhere in this for RFTs, Ginninderry will not disclose confidential information to anyone without the prior written consent of the Respondent (which consent must not be unreasonably withheld) unless the confidential information:

- a) is required or authorised to be disclosed under law;
- b) is reasonably necessary for the enforcement of the criminal law;
- c) is disclosed to Ginninderry’s solicitors, auditors, insurers or advisers;
- d) is generally available to the public;
- e) is in the possession of Ginninderry or the Territory without restriction in relation to disclosure before the date of receipt from the Respondent;
- f) is disclosed by the responsible Minister in reporting to the ACT Legislative Assembly or its committees; or
- g) is disclosed to the Ombudsman or for a purpose in relation to the protection of the public revenue.

Without prejudice to any other right of Ginninderry under this Request for RFTs or at law, Ginninderry may disclose or allow the disclosure of any information contained in or relating to any RFT (at any time) for any of the following purposes:

- a) evaluating or clarifying the RFT;
- b) evaluating any subsequent offer;
- c) negotiating an agreement;
- d) managing an agreement following its execution;
- e) referring any material suggesting collusion by Tenderers to the Australian Competition and Consumer Commission (ACCC) and the use by the ACCC of that material to conduct any review it deems necessary; or
- f) anything else related to the above purposes, including responding to any challenge to the RFT process or audit.

Subject to this clause, all documents provided by Tenderers will be held in confidence so far as circumstances permit.

Statements

Tenderers must not make any public statement in relation to this Request for RFTs, the project or any other matter referred to in this Request for RFTs without the prior written permission of Ginninderry.

Security, probity and financial checks

Ginninderry may perform security, probity and financial investigations and procedures in relation to any Respondent, its employees, officers, partners, associates, subcontractors or related entities including consortium members and their officers, employees and subcontractors. Tenderers must provide, at their cost, all reasonable assistance to Ginninderry in this regard, including access to their financial advisors and auditors as requested by Ginninderry.

Conflicts of interest

Where a Respondent identifies that a conflict of interest exists or might foreseeably arise in respect of its RFT, the Respondent must identify that actual or potential conflict of interest in its Declaration.

Tenderers should be aware that a conflict of interest may exist, for example, if the Respondent or any of its personnel have a relationship (whether professional, commercial or personal) with another party who is able to influence the matter (such as Ginninderry or SLA personnel or advisers).

If at any time prior to conclusion of the short-listing process, an actual or potential conflict of interest arises or may arise for any Respondent, that Respondent must immediately notify Ginninderry in writing.

If any conflict of interest exists or might arise for a Respondent, Ginninderry may:

- a) enter into discussions to seek to resolve such conflict(s) of interest;
- b) disregard the RFT submitted by such a Respondent; or
- c) take any other action it considers appropriate.

RESPONDENT CONDUCT

False and misleading claims

Tenderers are advised that giving false or misleading information is an offence.

Ginninderry may reject any RFT lodged by or on behalf of a Respondent which is found to have made a false or misleading claim or statement.

Collusive Bidding

Tenderers, consortium members and their respective officers, employees, agents and advisers must not engage in:

- a) collusive bidding (other than bidding by consortia to the extent permitted by this Request for RFTs);
- b) anticompetitive conduct; or
- c) any other similar unlawful conduct with any other Respondent or any other person in relation to the preparation or lodgement of their RFT.

In addition to any other remedies available, Ginninderry may reject any RFT lodged by a Respondent which is engaging or has engaged in any collusive bidding, anti-competitive conduct or any other similar conduct with any other Respondent or any other person in relation to the preparation or lodgement of its RFT and may also involve the ACCC to provide assistance to Ginninderry in relation to any competition issues concerning a Respondent or related to an RFT.

Unlawful inducements

Tenderers and their officers, employees, agents or advisers must not have violated and must not violate any applicable laws or published policies of Ginninderry, the SLA or the Australian Capital Territory regarding the offer and/or payment of inducements in connection with the preparation of their RFT.

Improper assistance

Tenderers must not communicate with nor solicit information concerning or relating to the RFT process from employees of Ginninderry or the SLA or of the Australian Capital Territory, except through the Contact Officer.

Future matters

The requirements and obligations detailed in this Request for RFTs are based on projected future requirements which may vary significantly from current and historical requirements and all information provided to Tenderers (whether incorporated into this Request for RFTs or otherwise) is based on historical information. It is usual that future events may differ significantly from historical results and the differences may be material. Tenderers must make their own independent assessments of actual workload requirements under any resultant agreement and RFTs will be deemed to have been based upon the Tenderers' own independent assessments.

Return of information

Ginninderry may require that, at any stage, all written or electronically stored information (whether confidential or otherwise and without regard to the type of media on which such information was provided to any Respondent) provided to Tenderers (and all copies of such information made by Tenderers) be:

- a) returned to Ginninderry in which case the Respondent must promptly return all such information to the address identified by Ginninderry; or
- b) destroyed by the Respondent in which case the Respondent must promptly destroy all such information and provide Ginninderry with written certification that the information has been destroyed.

No contract or undertaking

Nothing in this Request for RFTs will be construed to create any binding contract (express or implied) between Ginninderry and any Respondent until a formal written agreement, if any, is entered into in by the parties. Any conduct or statement whether prior to or subsequent to the issue of this Request for RFTs is not, and this Request for RFTs is not, and will not be deemed to be:

- a) an offer to contract; or
- b) a binding undertaking of any kind by Ginninderry (including, without limitation, an undertaking that could give rise to 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).

Limitation of liability

Participation in any stage of this RFT process or in relation to any matter concerning this RFT process will be at each Respondent's sole risk, cost and expense. Ginninderry will not be responsible in any circumstance for any costs or expenses incurred by any Respondent in preparing or lodging an RFT or in taking part in the RFT process or taking any action related to the RFT process.

Neither Ginninderry nor its officers, employees or advisers will be liable to any Respondent 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 a Respondent's participation in the RFT process, including, without limitation, instances where:

- a) a Respondent is not included in the Spec Home Program;
- b) Ginninderry varies or terminates this RFT process or contents or any negotiations with a Respondent;
- c) Ginninderry decides not to proceed with the Program or to change the Project Objectives;
- d) Ginninderry exercises or fails to exercise any of its other rights under or in relation to this Request for RFTs; or
- e) Ginninderry makes information available or provides information to a Respondent relating to its assets, procedures, and plans, RFTs, any existing arrangements, or any other future arrangements.

Addenda

Ginninderry may issue addenda to this Request for RFTs for the purposes of clarifying, amending or adding to it.

Tenderers must acknowledge receipt of all addenda as part of completing and signing the Declaration set out in Schedule 1 of this Request for RFTs. Issued addenda will be numbered and Tenderers are required to endorse the receipt attached to issued addenda and return receipts with their RFT.

All addenda issued will become part of the Request for RFTs and Tenderers must respond to this Request for RFTs as amended by all addenda.

Ginninderry rights

Ginninderry may accept or reject any RFT regardless of compliance or non-compliance with this Request for RFTs.

Without limiting its rights at law or otherwise, and according to such processes as it may determine to be appropriate, Ginninderry may:

- a) amend this Request for RFTs;
- b) seek amended RFTs;
- c) consider and accept or reject any RFT that does not comply with this Request for RFTs;

- d) suspend or cease to proceed with the Request for RFTs process;
- e) vary or extend any time or date in this Request for RFTs for all or any Respondent or other persons;
- f) terminate further participation in the RFT process by any Respondent for any reason, regardless of whether the RFT submitted conforms with the requirements of this Request for RFTs;
- g) negotiate with any one or more Tenderers (including negotiating with all Tenderers without short listing) and allow any Respondent to change its RFT;
- h) terminate any negotiations being conducted with any Respondent;
- i) require additional information or clarification from any Respondent or anyone else or provide additional information or clarification;
- j) add to, alter, delete or reduce aspects of the Spec Home Program or decide not to proceed with the Program;
- k) publish or disclose the names of Respondent(s) (whether successful or unsuccessful); or
- l) allow or not allow a change to the membership of any Respondent or allow or not allow a related body corporate to take over an RFT in substitution for the original Respondent.

Ginninderry may forward any request for clarification of and any reply concerning the meaning of the content of this Request for RFTs to all known Tenderers on a non-attributable basis.

Any time or date in this Request for RFTs is for the sole convenience of Ginninderry and does not create an obligation on the part of Ginninderry to take any action nor confer upon any Respondent a right to assume that any action will or must be taken on the date established.

Without limiting its rights under this clause, Ginninderry may conduct negotiations with any or all of the Tenderers after the closing date specified in this Request for RFTs. In these negotiations, Ginninderry may seek variations to an offer or may seek supplementary RFTs in respect of any changes to the originally stated requirements.

Where this Request for RFTs provides that Ginninderry “may” do a thing, it may do so in its absolute discretion, at any time and without having to notify any Respondent or provide reasons.

Debriefing of Tenderers

Tenderers may request an oral debriefing following the conclusion of the RFT process.

Tenderers:

- a) requiring a debriefing should contact the Contact Officer;
- b) will be debriefed against the evaluation criteria contained in this Request for RFTs; and
- c) will not be provided with information concerning other RFTs, except for publicly available information and except in so far as comparative statements can be made without breaching confidentiality.

Applicable law

The law applying in the Australian Capital Territory applies to this Request and to the RFT process. Each Respondent must comply with all relevant laws and with Australian Capital Territory policy in preparing and lodging its RFT and taking part in the RFT process.