

# Sales Conditions

## Over-the-Counter Blocks



**ACT**  
Government

**Suburban Land**  
Agency



RIVERVIEW  
GROUP

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## 1 SALES PACK

- 1.1 These Sales Conditions apply to any Land Ready and Land Not Ready Block made available for sale by Ginninderry in an over-the-counter environment. Capitalised terms are defined in Section 12 of these conditions.
- 1.2 A reference to “you” or “your” below is a reference to the Buyer specified in the Sales Advice and/or Contract.
- 1.3 If any of the documents contained in the Sales Pack are amended, the amended documents will be made available via the Ginninderry Website.
- 1.4 You should make your own enquiries and satisfy yourself as to the accuracy of the information contained in the documents included in the Sales Pack and any other conditions for purchasing a Block prior to signing the Contract.

## 2 WHO IS ELIGIBLE TO PURCHASE

- 2.1 To purchase a Block, you must be:
  - 2.1.1 an individual aged 18 years or older; or
  - 2.1.2 a corporation that is registered under the Corporations Act 2001 (Cth) and has been issued with an Australian Company Number (ACN); or
  - 2.1.3 a combination of the above.

## 3 BUYING A BLOCK

- 3.1 When you are buying a Block, you or your Agent must provide the Ginninderry Sales Agent with the following at your Block Selection Appointment:
  - 3.1.1 photo identification (e.g. driver’s licence or passport); and
  - 3.1.2 proof of your current address (e.g. driver’s licence, current bank statement, public utility record or other proof of address acceptable to Ginninderry); and
  - 3.1.3 Solicitor details; and
  - 3.1.4 the financial evidence if the selected Block is Land Ready. Financial evidence means:
    - a) a letter from a broker indicating that you have loan pre-approval of a sufficient amount to purchase the Block;
    - b) a letter from a bank or financial institution indicating that you have loan pre-approval of a sufficient amount to purchase the Block; or

c) a statutory declaration by you in the form provided on the Ginninderry Website.

3.2 If you are represented by an Agent, your Agent must also provide Ginninderry with an original completed Application to Appoint Agent Form and appropriate proof of identification.

## 4 HOLDING DEPOSIT

4.1 You or your Agent must pay a \$5,000 Holding Deposit to secure a Block in one of the following forms:

- a) Bank or personal cheques made out to “Riverview Sales and Marketing Pty Ltd”; or
- b) EFTPOS; or
- c) Credit card; or
- d) Electronic Funds Transfer (EFT) to Riverview Sales and Marketing Pty Ltd’s nominated account.

4.2 Cash will not be accepted.

4.3 Providing a Holding Deposit is paid:

- 4.3.1 the selected Block will be marked as ‘Under Offer’ and it will be on hold for you for 2 working days until you confirm that you wish to proceed with the purchase;
- 4.3.2 the Ginninderry Sales Agent will issue a Trust Account Receipt; and
- 4.3.3 upon your confirmation that you wish to proceed, the Ginninderry Sales Agent will issue a Sales Advice.

4.4 The Holding Deposit is refundable if you do not proceed to exchange of Contract. You acknowledge and accept it could take up to 14 working days for the refund from the date of request.

4.5 You acknowledge and accept that any Holding Deposit/Deposit received by Riverview Sales and Marketing Pty Ltd will be transferred to Suburban Land Agency post exchange of Contract.

4.6 Ginninderry reserves the right to cancel or withdraw from the sale of any Block at any time, even if a Holding Deposit is paid and the Block is available.

## 5 EXCHANGE OF CONTRACT

5.1 Once a Contract is issued to you or your solicitor by Suburban Land Agency’s legal firm, you must:

- 5.1.1 exchange the Contract within 10 working days;
- 5.1.2 pay the remaining Deposit specified in the Contract (being the 5% Deposit of the Block price), in one of the following forms:
  - a) Bank or personal cheques made out to “Suburban Land Agency”; or
  - b) Electronic funds transfer (EFT) to Suburban Land Agency’s nominated account; or

c) a Deposit Bond or Bank Guarantee.

- 5.2 Cash, EFTPOS and credit card will not be accepted.
- 5.3 If you intend to pay the Deposit by Bank Guarantee or Deposit Bond, you acknowledge that you understand the terms and conditions specified in the Contract.
- 5.4 The only person(s) that will be entered on the Contract to purchase are those listed on the Sales Advice.
- 5.5 Additions or changes to your details will only be permitted in limited circumstances to correct minor and insignificant errors (for example, to correct errors of a typographical nature or to correct an accidental omission of your middle name).
- 5.6 There is no agreement between you and Suburban Land Agency regarding the purchase of a Block until the full Deposit has been paid, the Contract has been signed by both parties, and the Contract is exchanged.
- 5.7 Once a Contract is exchanged, you will not be permitted to add or substitute your name with a new person to the Contract.

## 6 DATE FOR COMPLETION (SETTLEMENT)

- 6.1 Date for Completion (settlement) is when you pay the remainder of the purchase price in return for ownership of the Block.
- 6.2 Bank cheque is the only payment form that can be accepted at Completion (settlement).
- 6.3 The Date for Completion (settlement) will be:
  - 6.3.1 30 working days from the date of exchange of the Contract if the selected Block is Land Ready; or
  - 6.3.2 30 working days from the date the Crown Lease is served on you in accordance with the Contract if the selected Block is Land Not Ready;
- 6.4 If you fail to comply with the Date for Completion specified in the Contract, you will be liable to pay interest to the Seller and the Seller may terminate the Contract in accordance with the Contract.
- 6.5 You must pay a Compliance Bond at Completion (settlement), which is refundable if conditions are met per the Contract and the Housing Design Requirements.

## 7 APPOINTMENT OF AGENT

- 7.1 If you are unable to buy a Block in person, you may appoint a person to act on your behalf (“Agent”) by completing an [Application to Appoint Agent Form](#). If your Agent selects a Block on your behalf, your Agent will be required to make a selection for that Block on your behalf in accordance with the terms of these Sales Conditions.
- 7.2 The [Application to Appoint Agent Form](#) must be presented to the Ginninderry Sales Agent by your Agent when buying a Block and must be accompanied by photo identification for you and the Agent. The Agent may not complete the Application to Appoint Agent Form on your behalf. This must be completed by you and must be provided to the Ginninderry Sales Agent.
- 7.3 If you appoint an Agent, a reference to “you” includes your Agent.

## 8 FOREIGN BUYER

- 8.1 You must not be prohibited by the Commonwealth Treasurer from purchasing a Block under the *Foreign Acquisitions and Takeovers Act 1975 (Cth)*. If you are unsure if this applies to you, you must seek legal advice prior to entering into a Contract.

## 9 STAMP DUTY

- 9.1 You acknowledge that you may be liable to pay stamp duty on the Contract. For more information, contact the [ACT Revenue Office](#).

## 10 SPECIAL CONDITIONS

- 10.1 You acknowledge that you understand the Special Conditions specified in the Contract, where applicable.

## 11 DISCLAIMERS AND OTHER RIGHTS AND LIABILITIES

- 11.1 Ginninderry makes no representations or warranties as to the suitability of any Crown Lease for a Block for you. Ginninderry strongly recommends that you make your own enquiries and that you obtain legal, financial and accounting advice prior to entering into a Contract.
- 11.2 Nothing in the Sales Pack will be construed to create any binding contract (express or implied) between Ginninderry and you or your Agent(s) until a formal written contract, if any, is entered into by the parties. Any conduct or statement whether prior to or subsequent to your entry into a contract is not, and the content in the Sales Pack is not, and will not be deemed to be:

- 11.2.1 an offer to contract; or
  - 11.2.2 a binding undertaking of any kind by Ginninderry including, without limitation, an undertaking that could give rise to any promissory estoppel, quantum meruit or any other contractual, quasi contractual or restitutionary action or any rights with a similar legal or equitable basis whatsoever.
- 11.3 Without limiting the rights at law or otherwise and according to such processes as it may determine to be appropriate, Ginninderry may:
- 11.3.1 exclude you from buying a Block for failing to comply with these Sales Conditions, or any other condition for participating in over-the counter sales advertised by Ginninderry;
  - 11.3.2 amend any document in the Sales Pack including these Sales Conditions or any other condition for participating in over-the counter sales advertised by Ginninderry.
- 11.4 Participation in any stage of over-the counter sales will be at your sole risk, cost and expense. Ginninderry will not be responsible in any circumstance for any costs or expenses incurred by you in preparing for the over-the-counter sales or in taking part in the over-the-counter sales or taking any action related to the over-the-counter sales.
- 11.5 Neither Ginninderry, nor its officers, employees, advisers or Ginninderry Sales Agent will be liable to you on the basis of any promissory estoppel, quantum meruit or on any other contractual, quasi contractual or restitutionary grounds or any rights with a similar legal or equitable basis whatsoever or in negligence as a consequence of any matter or thing relating or incidental to your participation in the over-the-counter sales process, including, without limitation, instances where Ginninderry issues a Negative Dealing Notice or exercises its rights under these Sales Conditions.
- 11.6 If you are one of two or more Buyers listed in the Sales Advice and Contract you are liable for all of the obligations under these Sales Conditions both separately on your own and jointly with the other person or persons named in the Sales Advice and Contract.
- 11.7 Ginninderry have taken all reasonable steps to preserve the security and ensure the prompt transmission of information provided to Ginninderry. However, Ginninderry do not guarantee the security and speed of any data transmission over the internet. While Ginninderry strive to ensure security and prompt transmission of information provided to them, Ginninderry do not warrant and cannot ensure the security or speed of Ginninderry's receipt of information which you transmit to Ginninderry. Ginninderry exclude all liability to you for any costs, expenses, losses and damages suffered or incurred by you in connection with your use of Ginninderry or a related project website, whether that liability arises in contract notwithstanding any other provision in these Sales Conditions, tort (including by Ginninderry or its servants, employees, contractors or agents negligence) or under statute.
- 11.8 By purchasing a Block you:

- 11.8.1 acknowledge and accept Ginninderry's privacy policy (available on Ginninderry website at [www.ginninderry.com](http://www.ginninderry.com));
- 11.8.2 acknowledge and accept that Ginninderry may provide the ACT Revenue Office with information relating to the sale of Block including details of Contracts that have been exchanged and personal details of buyers as defined in the schedule of the Contracts. This information is provided for various purposes including allowing the ACT Revenue Office to determine outstanding duty to be paid; and
- 11.8.3 consent to Ginninderry disclosing your personal information to other ACT and Commonwealth Government agencies in accordance with the Information Privacy Act 2014 (ACT).

## 12 DEFINED TERMS

Capitalised terms in these Sales Conditions have the following meanings:

**Agent** has the meaning specified in section 7 of these Sales Conditions;

**Application to Appoint Agent Form** means the document described as such and included in the Sales Pack;

**Bank Guarantee** means a bank guarantee issued by a bank operating in Australia in a form satisfactory to Ginninderry and must satisfy the requirements of the Contract;

**Block** means the standard single dwelling residential Blocks being promoted for sale by Ginninderry;

**Block Selection Appointment** means an appointment to meet with the Ginninderry Sales Agent to select a Block to buy;

**Buyer** means the person/persons who are specified in the Sales Advice and/or Contract;

**Compliance Bond** means the amount identified in the Contract to ensure the house design and sustainability requirements are met in accordance with the Contract and Housing Design Requirements;

**Contract** means the legally binding contract required to be executed by you and Suburban Land Agency in the form of the First Grant Contract;

**Crown Lease** has the meaning given to that term in the Contract;

**Date for Completion** means the time schedule specified in the Contract;

**Deposit** has the meaning given to that term in the Contract;

**Deposit Bond** means a deposit insurance bond issued to Suburban Land Agency at your request and must satisfy the requirements of the Contract;

**Ginninderry** means the unincorporated joint venture between Australian Capital Territory (represented by Suburban Land Agency ABN 27 105 505 367) and Riverview Developments (ACT) Pty Limited ACN 165 870 557;

**Ginninderry Sales Agent** means a real estate agent appointed by Ginninderry to sell Land on behalf of Ginninderry;

**Ginninderry Website** means the website managed by Ginninderry;

**Holding Deposit** means the initial \$5,000 deposit to secure a Block;

**Housing Design Requirements** means the Ginninderry Housing Design Requirements (Macnamara) published on the Ginninderry Website as amended from time to time;



**Land Not Ready** means land on which services, and/or infrastructure have not been completed and will be completed as a condition of completion under the Contract;

**Land Ready** means land on which services and infrastructure have been completed;

**Negative Dealing Notice** means a notice of that name (or similar) issued by Ginninderry or the Ginninderry Sales Agent;

**Sales Advice** means a document prepared by a Ginninderry Sales Agent that summarises the agreed terms of sale;

**Sales Conditions** means this document including conditions for participation in over-the-counter sales;

**Sales Pack** means the pack of documentation applicable to over-the-counter sales comprising the following documents:

- a) Sales Conditions;
- b) Application to Appoint Agent Form;
- c) Specimen First Grant Contract;
- d) Price list;
- e) Block Disclosure Plans;
- f) Block Planning Control Plans;
- g) Housing Design Requirements (Macnamara);
- h) a statutory declaration as to your financial capacity; and
- i) any variations to the above documents advertised by Ginninderry.

**Specimen First Grant Contract** means the applicable specimen First Grant Contract included in the Sales Pack;

**Suburban Land Agency** means the agency established by section 37 of the City Renewal Authority and Suburban Land Agency Act 2017 (ACT) (ABN 27 105 505 367) of 480 Northbourne Avenue, Dickson ACT 2602;

**Trust Account** means a specific type of bank account that is used to hold money on behalf of other parties.