

DATED

2026

BETWEEN

Suburban Land Agency ABN 27 105 505 367

AND

Riverview Developments (ACT) Pty Limited ACN 165 870 557

AND

The person identified in Item 1 of the Contract Particulars

Ginninderry – Built Form Delivery Contract
Land Ready



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THIS AGREEMENT is made on the _____ day of _____ 2026.

PARTIES

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

and

Riverview Developments (ACT) Pty Limited ACN 165 870 557 of C/- Riverview Projects (ACT) Pty Ltd of Unit 3, 28 Bougainville Street Manuka ACT 2603

(collectively, the **Developer**)

2. The person identified in Item 1 of the Contract Particulars (**Buyer**)

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Contract:

Appointed Sales Agent means Riverview Sales and Marketing Pty Limited ACN 605 266 402.

Arrangements include (to the extent necessary) all development approvals, building approvals, finance approvals, consents, authorisations, registrations, filings, agreements, notifications, certificates, permissions, licence approvals, permits, authorities, insurances and exemptions by from or with any Authority, which is necessary for undertaking and completing the Building Works.

Authority includes any ministry, department, government, local government, governmental or semi-governmental authority, agency, instrumentality, council, corporation, other service provider or other legal entity having a responsibility or jurisdiction in relation to the Building Works.

Building means the building to be constructed on the Site in accordance with the Plans and Specifications.

Building Act means the *Building Act 2004* (ACT).

Building Area means in relation to the Building the figure shown as the 'Internal Living' on the plan of the Building included in the Plans and Specifications, measured to the outside face of external walls.

Building Code means the Building Code of Australia as applicable in the Australian Capital Territory.

Building Works mean the building works to be carried out on the Site to construct the Building, together with the installation of Inclusions as contemplated by this Contract.

Certificate of Compliance means a certificate issued pursuant to section 368 of the *Planning Act 2023* (ACT).

Certificate of Occupancy means a certificate granted pursuant to section 69 of the Building Act.

Colour Scheme means the colour scheme indicated on the Inclusions List attached to this Contract or, if no colour scheme has been chosen by the Buyer on or before the date of this Contract, the colour scheme chosen by the Developer in its sole and absolute discretion.

Completion means the time at which this Contract is completed.

Conditions Precedent to Completion has the meaning specified in clause 8.1.

Contract Documentation means:

- (a) the Plans and Specifications; and
- (b) any other document prepared by or on behalf of the Developer in connection with the Building Works.

Contract Particulars means the particulars specified in the Schedule attached to this Contract.

Contract Price means the sum specified in Item 3.

Date for Completion has the meaning given in clause 8.2.

Default Notice means a notice given in accordance with clause 12.2 requiring a party to remedy a default under this Contract.

Defects Liability Period means the period of 90 days from but excluding the earlier of:

- (a) the date of Completion; and
- (b) the date the Buyer takes occupation of the Building.

Deposit means the sum identified in Item 4 and which:

- (a) must be paid by the Buyer to the Developer in accordance with clause 3; and
- (b) is to be held by the Developer as security for the performance of the Buyer's obligations under this Contract.

Development Manager means Riverview Projects (ACT) Pty Ltd ACN 165 870 539 ABN 30 165 870 539.

Domestic Partner has the meaning given to that term in section 169(1) of the *Legislation Act 2001* (ACT).

Force Majeure means any act, event or cause (other than lack of funds) which is beyond the reasonable control of the Developer, including:

- (a) act of God, peril of the sea, accident of navigation, war, sabotage, riot, insurrection, national emergency (whether in fact or law), martial law, fire or explosions (not contributed to by the Developer or any of its employees, officers, agents, or contractors), flood, cyclone, earthquake, landslide, explosion, power shortage, strike or other labour difficulty whether or not involving employees of the party concerned), epidemic, quarantine, radiation or radioactive contamination; and
- (b) action or inaction of any government or governmental or other competent authority (including any court of competent jurisdiction), including expropriation, restraint, prohibition, intervention, requisition, requirement, direction or embargo by legislation, regulation, decree or other legally enforceable order.

Ginninderry Privacy Collection Notice means the Privacy Collection Notice available at <https://ginninderry.com/privacy-collection-notice/> as amended time to time.

Ginninderry Privacy Policy means the Privacy Policy available at <https://ginninderry.com/privacy-policy/> as amended from time to time.

GST has the meaning ascribed to it under the GST Law and, where appropriate, includes voluntary and Notional GST. Expressions used in this Contract which are defined in the GST Law have the same meaning as given to them in the GST Law.

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

Inclement Weather means the existence of rain or abnormal climactic conditions, including hail, snow, high wind, severe dust storms or extreme high temperatures, by virtue of which it is either not reasonable or not safe for the Building Works exposed to such weather conditions to continue whilst the same prevail.

Inclusions means the inclusions listed in the Inclusions List.

Inclusions List means the list of Inclusions attached to this Contract at Annexure D.

Insolvency Event means the following:

- (a) where the Buyer is a natural person and:
 - (i) the Buyer authorises a registered trustee or solicitor to call a meeting of his or her creditors and enters into a deed of assignment or deed of arrangement or a composition with any of his or her creditors;

- (ii) a third party who holds a security interest in the assets of the Buyer enters into possession, or takes control of those assets, or attempts by any means to do the same; or
 - (iii) the Buyer commits an act of bankruptcy; or
- (b) where the Buyer is a body corporate and:
- (i) the Buyer becomes, or attempts are made for the Buyer to become an externally administered body corporate in accordance with the *Corporations Act 2001* (Cth); or
 - (ii) a controller (as defined by the *Corporations Act 2001* (Cth)) is appointed, or attempts are made to have a controller appointed for any of the Buyer's assets.

Item means an item in the Contract Particulars with corresponding details.

Notice to Complete means a notice given in accordance with clause 12.1 requiring a party to complete.

Notional GST means, where the supplier is the Commonwealth and an obligation exists to make voluntary or notional GST payments under section 177-1 of the GST Law, those voluntary or notional payments are made by or on behalf of the Commonwealth. For the avoidance of doubt Notional GST amounts will be calculated as if the GST Law applies to the relevant supplies.

party means a party to this Contract and **parties** has the corresponding meaning.

Plans and Specifications means the plans and specifications for the Building Works attached to this Contract at Annexure C.

Practical Completion means the stage when the Building Works have been certified by the Developer as having been completed in accordance with this Contract, except for minor omissions, and the Developer has done all that is required to be done to obtain a Certificate of Occupancy for the Building.

Privacy Act means the *Privacy Act 1988* (Cth) and any ancillary rules, regulations, guidelines, orders, directives, codes of conduct or practice or other instrument made or issued thereunder, including:

- (a) any consolidation, amendment, re-enactment or replacement of any of them or the Privacy Act; and
- (b) the National Privacy Principles under the Privacy Act.

Property Act means the *Civil Law (Sale of Residential Property) Act 2003* (ACT).

Residential Building Work Insurance means an insurance policy issued in accordance with Division 6.3 of the Building Act.

Sale Contract means the First Grant Contract for the Site dated on the date of this Contract between SLA as seller and the Buyer as buyer.

Schedule means the schedule to this Contract.

Site means the land identified in Item 2.

Target Date mean the last of the dates in the Target Date Range.

Target Date Range means the date range identified in Item 5.

Tax Invoice has the meaning given to that term in the GST Law.

Working Days has the meaning given to it by the *Legislation Act 2001* (ACT).

1.2 Interpretation

In this Contract:

- (a) headings are for convenience only and do not affect interpretation;
- and unless the context indicates a contrary intention:
- (b) an obligation or a liability assumed by, or a right conferred on, 2 or more persons bind or benefit them jointly and severally;
 - (c) 'person' includes an individual, the estate of an individual, a corporation, an authority, an associate or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
 - (d) a reference to a party includes that party's executors, administrators, successors and permitted assigns;
 - (e) a reference to a document (including this Contract) is to that document as varied, novated, ratified or replaced from time to time;
 - (f) a reference to a statute including its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
 - (g) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
 - (h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Contract, and a reference to this Contract includes all schedules, exhibits, attachments and annexures to it;
 - (i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
 - (j) 'include' in any form is not a word of limitation; and
 - (k) a reference to \$ or 'dollar' is to Australian currency.

2 INTERDEPENDENT CONTRACT

- (a) The making of this Contract is conditional upon the SLA and the Buyer simultaneously entering into the Sale Contract in respect of the Site.
- (b) Completion of this Contract is conditional upon the SLA and the Buyer simultaneously completing the Sale Contract.
- (c) If the SLA has the right to terminate the Sale Contract, the Developer is taken to have the right to terminate this Contract simultaneously by notice to the Buyer and clause 13 will apply.
- (d) If the Buyer has the right to terminate the Sale Contract, the Buyer is taken to have the right to terminate this Contract simultaneously by notice to the Developer and clause 14 will apply.
- (e) If the Sale Contract is lawfully rescinded, this Contract is simultaneously rescinded without the requirement for any notice to be given under this Contract, and clause 15 will apply.

3 DEPOSIT

3.1 Payment of Deposit

- (a) The Buyer must pay the Deposit to the Developer.
- (b) The Developer agrees to accept the payment of the Deposit in two instalments as follows:
 - (i) 5% of the Contract Price by cheque made payable to the Developer on the date of the Contract (**First Instalment**); and
 - (ii) the balance of 10% of the Contract Price (if it has not already been paid) by unendorsed bank cheque on the Date for Completion (**Second Instalment**)

and in every respect time is of the essence of this clause 3.1.

3.2 Release of Deposit

Subject to clause 3.7 the Deposit (including the First Instalment) is released to the Developer and must be applied to the Contract Price on Completion.

3.3 Failure to Pay First Instalment

If the First Instalment of the Deposit is:

- (a) not paid on time or in accordance with clause 3.1(b); or
 - (b) paid by cheque and the cheque is not honoured on first presentation,
- the Buyer is in default and the Developer may terminate this Contract immediately by notice to the Buyer without the notice otherwise necessary under clause 12 and the provisions of clause 13 will apply.

If the Developer does not terminate this Contract in accordance with this clause 3.3 then this Contract remains on foot, subject to this clause 3.3, until either the Developer terminates the Contract pursuant to this clause 3.3, or waives the benefit of this clause 3.3 pursuant to clause 3.5.

3.4 Failure to pay Second Instalment

If the Second Instalment of the Deposit is not paid on time in accordance with clause 3.1(b) then the Developer cannot immediately terminate this Contract for the Buyer's breach of an essential condition. The Developer must make timing of the payment of the Second Instalment an essential condition of the Contract by serving on the Buyer a Default Notice requiring the Buyer to pay the Second Instalment within 10 Working Days after service of the Default Notice (excluding date of service).

For the avoidance of doubt, the Buyer must pay the full Contract Price to the Developer on or before Completion.

3.5 Benefit of clauses

Clauses 3.1 to 3.5 inclusive are for the benefit of the Developer. The Developer may notify the Buyer in writing that the benefit of the clauses 3.1 to 3.5 (inclusive) are waived.

3.6 Binding Despite Extension

The obligations imposed on the Buyer by this clause 3 bind the Buyer notwithstanding any indulgence or extension of time by the Developer to the Buyer.

3.7 Refund of Deposit

If this Contract is:

- (a) rescinded; or
- (b) terminated due to the default of the Developer,

and the Buyer is entitled to a refund of the Deposit, then the Developer must refund the Deposit (or so much of its has been paid by the Buyer) within 15 Working Days.

3.8 No Interest

The Developer is not liable to pay interest on any refunded Deposit provided that the Deposit (so much of it that has been paid) is refunded to the Buyer in accordance with clause 3.7.

3.9 No Charge

The payment of the Deposit by the Buyer to the Developer does not create a charge over the Site or the Building to the value of the Deposit or any other amount.

4 ARRANGEMENTS

- 4.1 As soon as practicable after the date of this Contract the Developer (at its own expense and if it has not already done so) will take all necessary steps to complete all the relevant Arrangements reasonably necessary to commence the Building Works.

5 BUILDING WORKS

- 5.1 The Developer must make all arrangements necessary to cause construction of the Building Works according to:

- (a) this Contract;
- (b) the Plans and Specifications and the Inclusions;
- (c) the Building Act and the Building Code; and
- (d) the Colour Scheme.

6 VARIATIONS TO THE BUILDING

- 6.1 The Developer may make variations to:

- (a) the Plans and Specifications (including variations to the configuration and layout of the Building) provided those variations:
 - (i) are reasonably necessary to comply with the Building Code; or
 - (ii) are required by any relevant Authority; and
 - (iii) do not:
 - A. reduce the Building Area of the Building by more than 5%; and
 - B. do not result in any room as shown on the Plans and Specifications being deleted from the completed Building; and
- (b) the Inclusions specified in the Inclusions List if these Inclusions are not available, provided that in the Building inclusions of the same or better quality as the Inclusions are provided,

and the Buyer may make no objection, requisition or claim or delay Completion or rescind or terminate this Contract in respect of any variation that the Developer is permitted to make in accordance with this clause 6.

7 DOCUMENTATION AND COPYRIGHT

- 7.1 The Developer is responsible for the preparation of all Contract Documentation at its own expense.
- 7.2 Copyright in the Contract Documentation does not vest in the Buyer.

8 COMPLETION

8.1 Condition Precedent to Completion

Conditions Precedent to Completion means the issue of a Certificate of Occupancy for the Building.

8.2 Completion

The Date for Completion will be the later of:

- (a) 30 days from the date of this Contract; and
- (b) 10 Working Days from the date that the Developer notifies the Buyer of the satisfaction of the Conditions Precedent to Completion.

8.3 Contract Price

On Completion, the Buyer must pay the Contract Price to the Developer by unendorsed bank cheque less any amount of the Deposit paid to the Developer.

8.4 Buyer may inspect and list defects

Within 5 Working Days of notification of satisfaction of the Conditions Precedent to Completion under clause 8.2(b), the Buyer may inspect the Building Works and provide the Developer with a list of defects in relation to the Building (and time is of the essence in this clause 8.4).

8.5 Rectification of defects

- (a) The Developer will use its best endeavours to have rectified any reasonable defect notified to the Developer in accordance with clause 8.4 prior to the Date for Completion.
- (b) If the Developer has been unable to arrange the completion of any rectification work notified in accordance with clause 8.4 prior to the Date for Completion, the Buyer may not delay Completion and any unrectified defects will be completed in accordance with clause 9.

8.6 Possession of Site

The Buyer must not take possession of the Building Works or the Site until the Contract Price has been paid in full to the Developer.

8.7 Deliverables on Completion

On Completion the Developer must deliver to the Buyer:

- (a) the Certificate of Occupancy for the Building; and
- (b) a copy of the certificate of Residential Building Work Insurance relevant to the Building Works.

8.8 Certificate of Compliance

The Developer discloses and the Buyer acknowledges and agrees that:

- (a) the Developer will not apply for or receive a Certificate of Compliance for the Site; and
- (b) after Completion the Buyer must apply for a Certificate of Compliance at its own risk and cost.

9 DEFECTS

- (a) Subject to the remainder of this clause 9, the Developer will cause all defects or faults (if any) in the Building Works due to defective or improper materials or bad workmanship, as are notified in writing to it by the Buyer within the Defects Liability Period, to be made good in a proper and workmanlike manner, at no cost to the Buyer.
- (b) The Developer is not required to rectify:
 - (i) minor defects or irregularities in natural materials used in the construction of the Building;
 - (ii) natural shrinkage or defects caused by natural shrinkage in materials used to construct or fit out the Building; or
 - (iii) chips, cracks, marks or stains in finishes, Inclusions and appliances in the Building, unless they have been notified to the Developer by the Buyer prior to Completion.
- (c) The Developer will cause to be made good defects notified during the Defects Liability Period:
 - (i) if it relates to:
 - A. electricity supply or distribution;
 - B. sewerage or drainage; or
 - C. any portion of the Building Works the fault or defect in which could materially restrict or interfere with the proper use and enjoyment of the Building by the Buyer.as soon as practicable after receiving notice from the Buyer; and
 - (ii) if it relates to any other defect or faults, within 90 days from the date of receiving the notice from the Buyer.
- (d) The Developer will not be liable to make good or repair any items within the Building which are covered by a manufacturer's warranty the benefit of which has effectively been assigned to the Buyer.
- (e) Other than for matters directly covered by clause 9(c)(i) the Buyer may submit only one list of defects during the Defect Liability Period.

- (f) The Buyer must make the Site available, at any reasonable time or times notified by the Developer, to the Developer or the Developer's contractors to permit the defect rectification work to be completed in a prompt and timely manner.
- (g) It is agreed that:
 - (i) the Developer will notify the Buyer in writing once the Developer has procured the rectification of the defects identified by the Buyer during the Defects Liability Period; and
 - (ii) within 14 days of receiving notification from the Developer that the defects have been rectified, the Buyer will provide written confirmation to the Developer that the defects have been rectified (or not).
- (h) Should the Buyer not provide written confirmation to the Developer within the time specified in clause 9(g)(ii), it is agreed that it will be deemed acceptance by the Buyer that all defects have been rectified.
- (i) The provisions of this clause 9 do not merge on Completion.

10 ACCESS TO THE SITE

10.1 The Buyer acknowledges that:

- (a) the Developer, its contractors and its nominees have exclusive access to and possession of the Site to carry out the Building Works; and
- (b) the Buyer has no right to have access to or to go onto the Site at any time prior to Completion.

11 TARGET DATE

- (a) The Developer will ensure that Building Works reach Practical Completion by the Target Date.
- (b) Notwithstanding the Target Date, the Target Date may be extended by the Developer from time to time by giving notice to the Buyer if events occur beyond the Developer's reasonable control preventing the Building Works reaching Practical Completion by the Target Date, including:
 - (i) the discovery of a latent condition on the Site;
 - (ii) the insolvency of the builder or a subcontractor;
 - (iii) a Force Majeure event;
 - (iv) industrial action on the Site;
 - (v) Inclement Weather;
 - (vi) damage to the Building Works not caused by the Developer;

- (vii) proceedings being taken or threatened by, or disputes with, adjoining or neighbouring owners; and
 - (viii) a delay in obtaining Arrangements.
- (c) The Developer cannot extend the Target Date pursuant to clause 11(b) by more than 1 year (in total).
 - (d) If the Developer fails to reach Practical Completion of the Building Works by the Target Date (as extended from time to time) the Buyer may rescind this Contract by notice to the Developer and clause 15 will apply.

12 NOTICE TO COMPLETE AND DEFAULT NOTICE

- 12.1 If Completion does not take place by the Date for Completion, either party may, at any time after the Date for Completion, serve on the other party a Notice to Complete.
- 12.2 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.
- 12.3 Clause 25 of the Sale Contract applies to the service of a Notice to Complete or Default Notice (as applicable) under this Contract as though it were incorporated in full in this Contract.
- 12.4 The time and date appointed by a Notice to Complete given under this Contract must be the same time and date appointed by a Notice to Complete given under the Sale Contract.
- 12.5 Clauses 13 or 14 will apply as applicable where the party served does not comply with the Notice to Complete or the Default Notice issued in accordance with this clause 12.

13 TERMINATION – BUYER’S DEFAULT

- 13.1 If the Buyer does not comply with a Notice to Complete or a Default Notice served by the Developer or is otherwise in breach of an essential term then the Developer may by notice served on the Buyer terminate this Contract and may then either:
 - (a) sue the Buyer for breach; or
 - (b) re-sell the Site and the provisions of clause 26.1(b) of the Sale Contract will apply to the Site and the Building.
- 13.2 If this Contract is terminated by the Developer pursuant to clause 13.1, the Developer is not required to refund the Deposit to the Buyer and the Deposit is forfeited to the Developer without further notice to the Buyer.
- 13.3 In addition to any money forfeited to the Developer under clause 13.2, the Developer may retain on termination any other money paid by the Buyer (not including the Deposit) as security for any damages awarded to the Developer

arising from the Buyer's default provided that proceedings for the recovery of damages are commenced within 12 months of termination.

14 TERMINATION – DEVELOPER'S DEFAULT

14.1 If the Developer does not comply with a Notice to Complete or a Default Notice served by the Buyer or is otherwise in breach of an essential term the Buyer may by notice served on the Developer either:

- (a) terminate and seek damages; or
- (b) enforce without further notice any other rights and remedies available to the Buyer.

14.2 If this Contract is terminated by the Buyer pursuant to clause 14.1, the Deposit paid by the Buyer must be refunded to the Buyer within 15 Working Days without any further authority being necessary.

15 RESCISSION

15.1 If this Contract is rescinded, it is rescinded from the beginning, and unless the parties otherwise agree:

- (a) the Deposit paid by the Buyer and all other money paid by the Buyer must be refunded to the Buyer within 15 Working Days without any further authority being necessary; and
- (b) neither party is liable to pay the other any amount for damages, costs or expenses.

16 DAMAGES FOR DELAY IN COMPLETION

16.1 If Completion does not occur by the Date for Completion, due to the default of either party under this Contract or the Sale Contract, the party who is at fault must pay the other party as liquidated damages on Completion:

- (a) interest on the Contract Price at the rate of 10% per annum calculated on a daily basis from the Date for Completion to Completion (inclusive); and
- (b) the amount of \$660.00 (including GST) to be applied towards any legal costs and disbursements incurred by the party not at default if Completion occurs later than 5 Working Days after the Date for Completion.

16.2 The party at fault must pay the amount specified in clause 16.1 in addition to any other damages to which the party not at fault is entitled both at law and under this Contract.

16.3 The parties agree that:

- (a) the amount of any damages payable under clause 16.1(a) to the party not in default is a genuine and honest pre-estimate of loss to that party for the delay in Completion; and

- (b) the damages must be paid on Completion.

17 GST

17.1 The parties agree that:

- (a) the supply of the Building under this Contract is a taxable supply;
- (b) the Contract Price is a GST-inclusive amount; and
- (c) the Developer will provide a Tax Invoice to the Buyer on Completion.

18 INSOLVENCY

18.1 If the Buyer suffers an Insolvency Event, the Buyer must immediately notify the Developer in writing.

18.2 If the Developer receives notice that the Buyer has suffered an Insolvency Event (either pursuant to clause 18.1 or by some other means), the Developer may terminate this Contract and clause 13 will apply.

19 PROPERTY ACT

19.1 The parties agree that the Property Act does not apply to this Contract.

20 NOTICES CLAIMS AND AUTHORITIES

20.1 Notices, claims and authorities required or authorised by this Contract must be in writing.

20.2 To serve a notice a party must:

- (a) leave it at; or
- (b) send it by a method of post requiring acknowledgement of receipt by the addressee to,

the address of the person to be served as stated in the Schedule or as notified by that person to the other as that person's address for service under this Contract, or:

- (c) serve it on that party's solicitor in any of the above ways; or
- (d) send it by email to an email address of that party's solicitor specified on the Schedule, or otherwise as notified from time to time and, unless the receiving party indicates by immediate automatic response that the email address is unattended, the notice is taken to have been received at the time it was sent and if not sent before 5:00pm on a Working Day, on the next Working Day.

20.3 A party's solicitor may give a notice, claim or authority on behalf of that party.

- 20.4 If a notice is served in accordance with clause 20.2(a), the notice is taken to have been received on the day that it is delivered or, if not delivered before 5:00pm on a Working Day, on the next Working Day.
- 20.5 If a notice is served in accordance with clause 20.2(b), the notice is taken to have been received on the day 2 Working Days after it was posted.

21 PRIVACY

- 21.1 The Buyer acknowledges that they have received, read, and understood the Ginninderry Privacy Policy and Ginninderry Privacy Collection Notice, and accepts that any information collected by the Development Manager, the Appointed Sales Agent, or the Developer pursuant to this Contract is held and used in accordance with the Ginninderry Privacy Policy and Ginninderry Privacy Collection Notice.
- 21.2 The Buyer consents to the Development Manager's, the Appointed Sales Agent's and the Developer's use of any personal information provided by the Buyer to reasonably fulfil the purpose of this Contract and any of its functions, including:
- (a) disclosure of personal information to the ACT Revenue Office and other ACT and Commonwealth government agencies;
 - (b) for entering into, administering and completing this Contract;
 - (c) for planning and product development by the Developer and Development Manager;
 - (d) to comply with the Developer's obligations or to enforce its rights under this Contract;
 - (e) to owners of adjoining land to enable them to deal with the Buyer concerning any development or other work which they wish to undertake on their land (including disclosure of personal information to contractors to assist adjoining land owners to comply with their obligations to enforce their rights in relation to fencing);
 - (f) to surveyors, engineers and other parties who are engaged by the Developer or the Development Manager to carry out works which may affect the Site;
 - (g) to service providers engaged by the Developer or the Development Manager, such as legal advisors, financial advisors, environmental consultants, market research organisations, mail houses and delivery companies;
 - (h) to Evergen and any other home energy management system provider that the Development Manager has a data sharing agreement with;
 - (i) to any third party who has a right or entitlement to share in the monies paid or payable to the Developer under this Contract; and
 - (j) in other circumstances where the Developer, the Development Manager or the Appointed Sales Agent is legally entitled, obliged or

required to do so, including any disclosure which is permitted or authorised under the Privacy Act.

22 FOREIGN RESIDENT WITHHOLDING TAX

22.1 In this clause 22, the following definitions apply:

ATO means the Australian Taxation Office, and includes the Commissioner for Taxation;

CGT Asset has the meaning in the *Income Tax Assessment Act 1997* (Cth);

Clearance Certificate means a certificate issued under section 14-220 of the Withholding Law that covers the date of Completion;

Relevant Percentage means the percentage amount stated in section 14-200(3)(a) and 14-205(4)(a) of the Withholding Law;

Variation Certificate means a certificate issued under section 14-235 of the Withholding Law that covers the date of Completion;

Withholding Amount means, subject to clauses 22.5 and 22.6, the Relevant Percentage of the first element of the CGT Asset's cost base (for all CGT Assets sold under this Contract) as at the date of this Contract; and

Withholding Law means Subdivision 14-D of Schedule 1 of the *Taxation Administration Act 1953* (Cth) and associated provisions.

22.2 If Clearance Certificates for all of the Developers are provided to the Buyer prior to Completion, the parties acknowledge that there are no obligations under the Withholding Law.

22.3 If clause 22.2 does not apply, then:

(a) the Developer must provide to the Buyer any information required to enable the Buyer to comply with clause 22.3(b)(i), within 5 days of written request from the Buyer; and

(b) the Buyer must:

(i) lodge a purchaser payment notification form with the ATO; and

(ii) give evidence of compliance with clause 22.3(b)(i) to the Developer,

no later than 5 days before the Date for Completion;

(c) the Developer irrevocably instructs the Buyer to draw as part of the Contract Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the Withholding Amount; and

(d) the parties must both, on the date of Completion, attend the offices of an authorised collection agent of the ATO to deposit the bank cheque

referred to in clause 22.3(c) in payment of the Withholding Amount following Completion.

- 22.4 If clause 22.3 applies and the parties do not comply with clause 22.3(d):
- (a) the Buyer indemnifies the Developer for any loss or damage resulting from the Buyer's delay in remitting and/or failure to remit the Withholding Amount to the ATO; and
 - (b) the Buyer charges the Site (for the benefit of the Developer) with the Buyer's obligations under this clause 22.4.
- 22.5 Where the Developer gives the Buyer a Variation Certificate prior to Completion, the Withholding Amount is the amount stated in the Variation Certificate.
- 22.6 Where Clearance Certificates for some but not all of the Developers are provided to the Buyer prior to Completion, then the Withholding Amount is reduced by the same percentage as the percentage ownership of the Building of the Developers that are subject to a Clearance Certificate.
- 22.7 Where a Clearance Certificate is provided by the Developer to the Buyer, the Developer warrants to the Buyer that the Developer is the entity referred to in the Clearance Certificate and is the relevant taxpayer for capital gains tax payable on the sale of the CGT Assets sold under this Contract.

23 RESIDENTIAL WITHHOLDING TAX

Warning: The following clauses 23.1 to 23.10 are subject to the Withholding Law, and do not encompass all obligations under the Withholding Law.

- 23.1 In this clause 23 the following words have the following meanings:

ATO means the Australian Taxation Office, and includes the Commissioner for Taxation;

RW Amount means the amount which must be paid under section 14-250 of the Withholding Law;

RW Amount Information means the information set out in the table entitled 'RW Amount (Residential Withholding Payment) — Further Details' set out at Annexure A, and as provided or updated under this Contract;

RW Percentage means the percentage amount stated in section 14-250(6), (8) and (9) of the Withholding Law, as applicable to the supply of the Building from the Developer to the Buyer; and

Withholding Law means Subdivision 14 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) and associated provisions.

- 23.2 The Developer must provide the Buyer with the RW Amount Information no later than 28 days prior to the Date for Completion.

- 23.3 Subject to any adjustments to the Contract Price or non-monetary consideration that may arise after the date that the RW Amount Information is provided in accordance with clause 23.2 and which affect the RW Amount, the Developer warrants to the Buyer on the date that the RW Amount Information is provided to the Buyer that the Developer has provided the Buyer with the information required under section 14-255 of the Withholding Law in relation to the supply of the Building from the Developer to the Buyer, and that this information is true and correct to the Developer's knowledge.
- 23.4 The Buyer must provide the Developer with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO at least 10 Working Days prior to the Date for Completion.
- 23.5 The Buyer must provide the Developer with evidence of submission by the Buyer to the ATO of the 'GST property settlement date confirmation online form', with such evidence to be provided prior to or on Completion.
- 23.6 The Developer irrevocably instructs the Buyer to draw as part of the Contract Price, and the Buyer must draw and give to the Developer on Completion, an unendorsed bank cheque payable to the ATO for the RW Amount.
- 23.7 The Developer must forward the unendorsed bank cheque provided under clause 23.6 to the ATO within 5 Working Days following Completion and provide the Buyer with evidence of payment of the RW Amount to the ATO.
- 23.8 The Buyer and Developer must comply with all ATO requirements in relation to the Withholding Law and must also assist and co-operate with each other in order to ensure that those requirements are met. If necessary to give effect to this clause, the Buyer appoints the Developer as its agent for the purpose of completing any notification required to be given by the Buyer to the ATO.
- 23.9 The Developer may provide the Buyer with updated RW Amount Information at any time, and (if necessary) on more than one occasion, prior to Completion. If the Developer provides the Buyer with updated RW Amount Information in accordance with this clause, the Buyer must, within 3 Working Days of receipt of the RW Amount Information, provide the Developer with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO including the updated RW Amount Information.
- 23.10 The Developer indemnifies the Buyer against the amount of any penalties or interest charges imposed by the ATO on the Buyer (or the relevant recipient of the supply) arising from any failure by the Developer to forward the unendorsed bank cheque required by clause 23.6 to the ATO.

24 COMMONWEALTH SANCTIONS

- 24.1 In this clause 24, the following definitions apply:

Consolidated List means the document maintained by the Commonwealth in accordance with section 22 of the *Autonomous Sanctions Regulations 2011 (Cth)* and/or section 40 of the *Charter of the United Nations (Dealing with Assets) Regulations 2008 (Cth)*;

Designated Person or Entity means a person or entity who is a designated person or entity as defined in the *Autonomous Sanctions Regulations 2011 (Cth)* and/or who is a person or entity who is a designated person or entity as defined in the *Charter of the United Nations (Dealing with Assets) Regulations 2008 (Cth)*.

- 24.2 The Buyer warrants at the time it enters into this Contract it is not a Designated Person or Entity, or named as a person or entity on the Consolidated List.
- 24.3 The Buyer must not, prior to Completion, become a Designated Person or Entity or be named as a person or entity on the Consolidated List.
- 24.4 The Buyer must immediately notify the Developer if it breaches clause 24.3.
- 24.5 Clauses 24.2 and 24.3 are essential terms.
- 24.6 If the Buyer breaches the warranty in clause 24.2 or breaches clause 24.3 then immediately and without the notice otherwise necessary under clause 12, clause 13 applies.

25 BUYER'S WARRANTY

- 25.1 On the date of this Contract the Buyer warrants that:
- (a) it does not own, and has not entered into a contract to purchase, in Australia or overseas, either alone or jointly with any other person, any real property; and
 - (b) its Domestic Partner does not own, and has not entered into a contract to purchase, in Australia or overseas, either alone or jointly with any other person, any real property.
- 25.2 A breach of the warranty in clause 25.1 is a default by the Buyer and entitles the Developer to serve on the Buyer a Default Notice and the provisions of clause 12 will apply.

26 GENERAL

26.1 Assistance

Each party agrees to undertake or do all acts, matters and things required of it under, or contemplated by, this Contract in a timely manner and to provide all reasonable assistance to the other party to assist in the timely completion of the Building Works and Completion of this Contract.

26.2 Representations and Reliance

- (a) The parties agree that this Contract and the Sale Contract set out the entire agreement of the parties on the subject matter of this Contract and the Sale Contract and supersede any prior agreement, advice, material supplied to the Buyer or understanding on anything connected with the subject matter of this Contract.

- (b) Each party has entered into this Contract without reliance upon any representation, statement or warranty (including sales and marketing material and preliminary artwork), except as set out in this Contract.

26.3 Caveat

The Buyer must not lodge a caveat for registration in respect of the Site or the title to the Site prior to Completion.

26.4 Severance

If any provision of this Contract is illegal, void or unenforceable, that provision is to be treated as removed from this Contract but the rest of the contract is not affected.

SPECIMEN

EXECUTED AS AN AGREEMENT

Developer

Signed by **SUBURBAN LAND AGENCY**)
ABN 27 105 505 367 in the presence of:)
)
)
)

Signature of Authorised Delegate
Print Full Name:

Signature of Witness

Name of Witness in full

Signed by **RIVERVIEW**)
DEVELOPMENTS (ACT) PTY LIMITED)
ACN 165 870 557 by its attorney in)
accordance with Power of Attorney ACT)
Registration No.)

Signature of Attorney
Print Full Name:

Signature of Witness

Name of Witness in full

Buyer

Signed by the BUYER in the presence)
of:)
)
)
)

Signature of Buyer
Print Full Name:

Signature of Witness

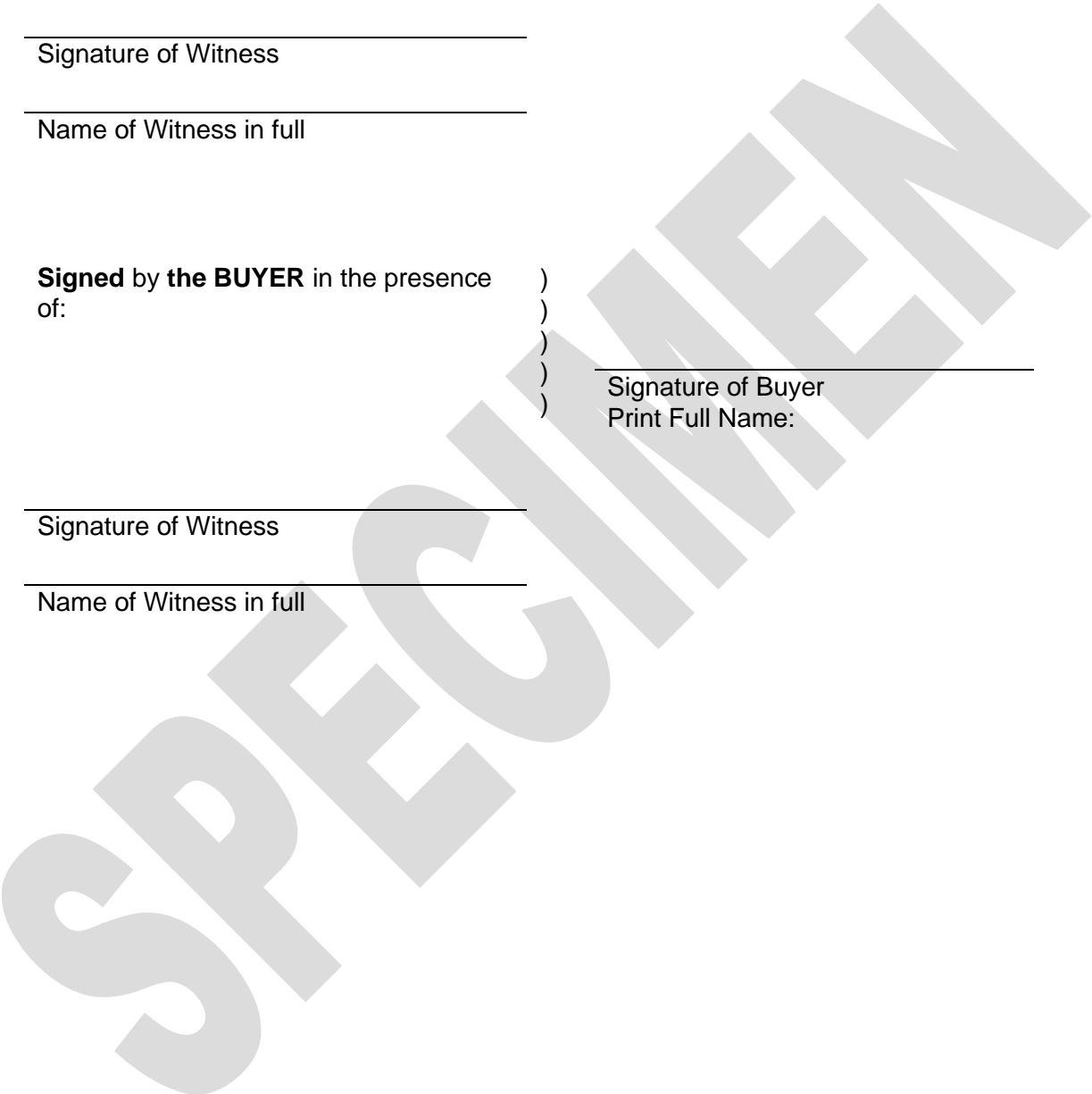
Name of Witness in full

Signed by the BUYER in the presence)
of:)
)
)
)

Signature of Buyer
Print Full Name:

Signature of Witness

Name of Witness in full



SCHEDULE – CONTRACT PARTICULARS

Item	Item Name	Detail
1.	Buyer	
2.	Site	
3.	Contract Price (GST inclusive)	
4.	Deposit	
5.	Target Date Range	1 December 2026 – 30 April 2027
6.	Developer's Solicitor	MV Law GPO Box 764 Canberra City ACT 2601 Level 2, 121 Marcus Clarke Street Canberra City ACT 2601 ginninderry@mvlaw.com.au Attention: Christine Murray/Rebecca Rezuk
7.	Buyer's Solicitor	

ANNEXURE A – RW AMOUNT

(Residential Withholding Payment) – Further Details

The supplier will frequently be the Developer. However, sometimes further information will be required as to which entity is liable for GST (eg if the Developer is part of a GST group where the GST representative has the GST liability). If more than one supplier, provide details for each supplier.

Supplier	Name	Suburban Land Agency		
	ABN	27 105 505 367	Phone	(02) 6205 0600
	Business address	480 Northbourne Avenue, Dickson ACT 2602		
	Email	suburbanlandaccounts@act.gov.au		
Supplier	Name	Riverview Developments (ACT) Pty Limited ACN 165 870 557		
	ABN	34 165 870 557	Phone	1800 316 900
	Business address	Unit 3, 28 Bougainville Street Manuka ACT 2603		
	Email	adam@ginninderry.com.au		
Residential Withholding Tax	Supplier's portion of the RW Amount:	100%		
	RW Percentage:	1/11 th		
	RW Amount (ie the amount that the Buyer is required to pay to the ATO):	[insert]		
	Is any of the consideration not expressed as an amount in money?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If 'Yes', the GST inclusive market value of the non-monetary consideration:	\$		
	Other details (including those required by regulation or the ATO forms):			

ANNEXURE B – NOT USED

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ANNEXURE C – PLANS AND SPECIFICATIONS

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Flexi-living Homes

Compact House and Land Packages for sale by ballot



Key

- Mews
- Vista
- Pressure Reducing Valve (PRV)
- Potential HousingACT
- Edge
- Canvas
- Bus Stop
- - - Transmission Line Easement
- Aspect
- Linear
- Battery Storage Pad (BSP)*
- Bicentennial National Trail (BNT)
- ⚡ Substation Kiosk
- Electric Vehicle Charging Point (EV)*
- MU Multi-Unit Sites

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, samples 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. Subject to approval.

ginninderry.com/flexi-ballot



ANNEXURE D – INCLUSIONS LIST

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Inclusions List

Purchasers	
Name:	
Address:	
Package details	
Block:	Section: Product:
Colour Scheme	Please tick and initial colour selection
<input type="checkbox"/>	Walnut
<input type="checkbox"/>	Beech
General Items	
General items	Connection to all services – electricity, water, sewerage, storm water and NBN.

External Works	
Soft landscaping	Included
Fencing	Included to Private Open Space areas
Retaining wall	As required.
Clothesline	Ground or Wall mounted
Letter box	Aluminum letter box
External tap	1 minimum.

External Elements	
Roofing	Metal Lysaght roofing as per external finish schedule
Gutters and downpipes	Colorbond fascia, gutters and downpipes as per external finish schedule.
Windows and doors	Window and door sizes configurations as per Plans and Specifications. Powder coated aluminum frames with fly screens to all openable windows and sliding doors. All glazing double glazed.
Window hoods	Window hoods where nominated on Plans and Specifications, colour as per external finish schedule.
External walls cladding	Refer to external finish schedule.
Floors	Concrete slab to ground floor and joists to upper floor.
Carport	Carports structures when nominated on Plans and Specifications.
Garage doors	1 panel lift door, 2 handsets & 1 wall mount control, where nominated on the Plans and Specifications. Colour as per external finish schedule.
Front entry door	Corinthian Madison, colour as per external finish schedule. Lever Handle with deadlock function.
External door	Corinthian Flush Exterior, colour as per external finish schedule.
Locks	Windows – key locks with all keyed alike. Sliding doors – key locks with all keyed alike.

Internal Elements											
Internal walls	10mm plasterboard.										
Architrave & Skirting	Primed DAR 66 x 11.										
Ceiling height	In general, 2700mm to primary living areas with square set ceilings and minimum 2400mm to other areas with square set ceilings.										
Internal doors	Corinthian Flush Interior, as per colour schemes.										
Internal door handles	Lane Oxford lever set, chrome plated. Privacy set to bathrooms and ensuite, chrome plated.										
Doors from house to garage	Solid core door										
Door locks from house to garage	Lane Deadbolt, chrome plated										
WIR / BIR Robe doors	Chrome hanging rail and 1 set of 4 melamine shelving and 1 over head shelf. Sliding door, 1 vinyl faced and 1 mirror door per robe per bedroom										
Linen Cupboard	4 adjustable melamine shelving with fixed top shelf										
Entry, living, kitchen	Hybrid flooring as per colour schemes.										
Bathroom & ensuite	Floor tiles as per colour schemes. Wall tiles per colour schemes.										
Bedrooms, hallways & stairs	Carpet per colour schemes.										
Laundry	Floor tiles as per colour schemes. Wall tiles as per colour schemes. Splashback as per colour schemes.										
Kitchen splashback	As per colour schemes										
Kitchen benchtop	Caesarstone as per colour schemes.										
Bin in Joinery	Hafele, Double Waste Bin.										
Kitchen Sink	Caroma Punch Single End Bowl or 1.75 End Bowl, size to suit kitchen benchtop. Stainless steel flush mounted.										
Kitchen tap	Caroma Urbane Sink Mixer.										
Appliances package 1	<table border="1"> <tr> <td>Oven – Artusi 60cm Series</td> </tr> <tr> <td>Rangehood – Artusi 60cm slide out Series</td> </tr> <tr> <td>Cooktop – Artusi 60cm Induction Cooktop</td> </tr> <tr> <td>Dishwasher - Westinghouse 60cm freestanding</td> </tr> </table>	Oven – Artusi 60cm Series	Rangehood – Artusi 60cm slide out Series	Cooktop – Artusi 60cm Induction Cooktop	Dishwasher - Westinghouse 60cm freestanding						
Oven – Artusi 60cm Series											
Rangehood – Artusi 60cm slide out Series											
Cooktop – Artusi 60cm Induction Cooktop											
Dishwasher - Westinghouse 60cm freestanding											
Bathroom and ensuites	<table border="1"> <tr> <td>Shower/bath mixer</td> <td>Caroma Urbane</td> </tr> <tr> <td>Shower head & rail</td> <td>Caroma Homecare</td> </tr> <tr> <td>Shower screen</td> <td>Semi-frameless</td> </tr> <tr> <td>Vanity</td> <td>Timberline Taylor wall hung vanity Size to suit size of bathroom and ensuite</td> </tr> <tr> <td>Vanity Basin</td> <td>Caroma Liano or round wall, size to suit.</td> </tr> </table>	Shower/bath mixer	Caroma Urbane	Shower head & rail	Caroma Homecare	Shower screen	Semi-frameless	Vanity	Timberline Taylor wall hung vanity Size to suit size of bathroom and ensuite	Vanity Basin	Caroma Liano or round wall, size to suit.
Shower/bath mixer	Caroma Urbane										
Shower head & rail	Caroma Homecare										
Shower screen	Semi-frameless										
Vanity	Timberline Taylor wall hung vanity Size to suit size of bathroom and ensuite										
Vanity Basin	Caroma Liano or round wall, size to suit.										

	Vanity tap	Caroma Urbane
	Vanity mirror	Duraplex Plain Mirror, size to suit basin
	Robe hook (2 per ensuite)	Caroma Urbane
	Double towel rail (1 per bathroom & 1 per ensuite)	Caroma Round double towel rail
	Toilet	Caroma Liano
	Toilet roll holder	Caroma Urbane
Laundry tub	Stylus Compact Trough and Cabinet	
Laundry tap	Caroma Elegance	
Other	Dryer board	

Electrical Appliances	
Hot Water System	Haier Heat Pump
Heating and cooling	Toshiba split system 4kw to main living area and ceiling fans to all bedrooms Electrical panel radiator to all bedrooms
PV panel, inverter and HEMS	Minimum 3.5 KW panels with inverter and Home Energy Management System.

Electrical Schedule	
GPOs	All double GPOs except for dishwasher, microwave, fridge and rangehood connection.
Lighting	LED down lights to all rooms. Bathroom – combine heat, light and fan equal to tastic Powder room – exhaust fan with light External lighting – provide minimum 1 lighting point for each external entry area including entry porch, driveway and deck area
Communications	1 TV connection, 1 Data connection, 1 Phone connection to living area and master bedroom. 1xUSB GPOs charging points to living or kitchen and master bedroom.



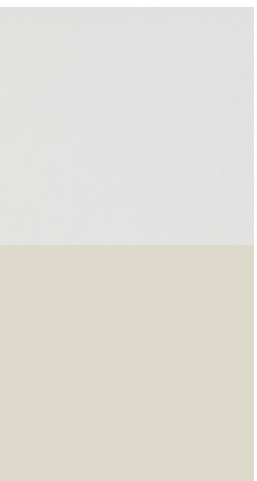
Macnamara
Ginninderry

Flexi-living homes

External Finishes Schedule

External Finishes Schedule

Cladding Type 1



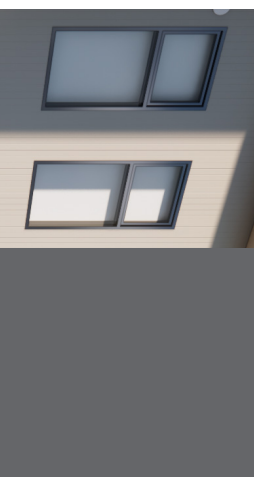
Weathertex 1200mm Surfmist

Cladding Type 2



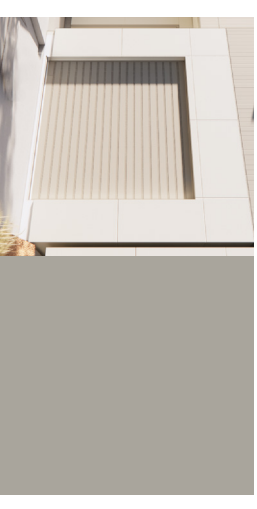
Weathertex Vertical 75mm Dune

Window/Sliding Doors



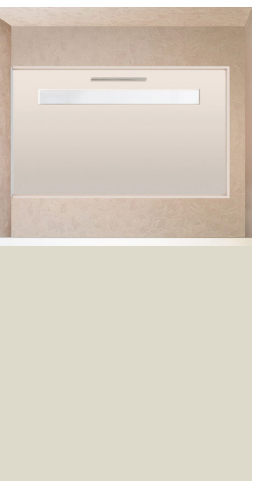
Basalt

Garage Door



Dune

Front Door



Madison PMAD 101 Surfmist

Fence Type 1



Lysaght Neetascreen Jasper

Fence Type 2



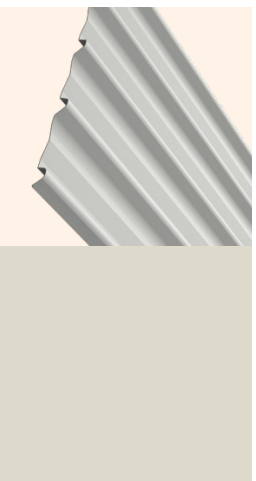
Lysaght Slatscreen Surfmist

Window Hoods



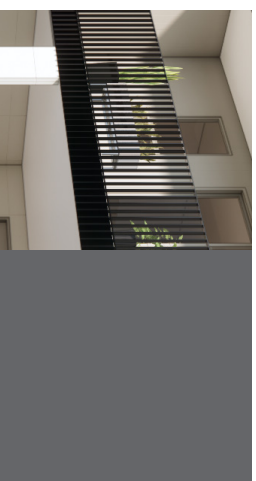
Basalt

Roof



Lysaght Trimdek Surfmist

Balustrade to Balcony



Basalt

External finishes, colours and layout may be subject to change due to supply chain and/or building approval related requirements.

ANNEXURE E – CLEARANCE CERTIFICATE

SPECIMEN



SUBURBAN LAND AGENCY
C/o MATHILDE CASTELLA
480 NORTHBOURNE AVENUE
DICKSON ACT 2602

Our reference: 2410894950853
Phone: 13 28 66

15 January 2024

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below.

Reference number	2410894950853
Vendor name	SUBURBAN LAND AGENCY
Vendor address	480 NORTHBOURNE AVENUE DICKSON ACT 2602
Clearance certificate period	11 January 2024 to 13 January 2029

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely

John Ford
Deputy Commissioner of Taxation

NEED HELP?

You can find out more about foreign resident capital gains withholding on our website at ato.gov.au/FRCGW

CONTACT US

If you have any questions, contact us between 8:00am and 5:00pm Australian Eastern Standard Time, Monday to Friday on:

- › **13 28 66** if located in Australia, or
- › **+61 2 6216 1111** if located outside Australia and ask for **13 28 66**.



RIVERVIEW DEVELOPMENTS (ACT) PTY LIMITED
28 BOUGAINVILLE STREET
UNIT 3
MANUKA ACT 2603

Our reference: 7169203339080

Phone: **13 28 66**

20 April 2026

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411197397602
Vendor name	RIVERVIEW DEVELOPMENTS (ACT) PTY LIMITED
Clearance Certificate Period	20 April 2026 to 20 April 2027

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours faithfully,

Emma Rosenzweig

Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00 am and 5:00 pm Australian Eastern Standard time, Monday to Friday.

ANNEXURE F – ENERGY EFFICIENCY RATING STATEMENT

SPECIMEN