

Ginninderry

Sales Conditions

Flexi-living Homes

Over-the-Counter

ACT Government | Suburban Land Agency | RIVERVIEW GROUP

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Ginninderry

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1 SALES PACK

1.1 These Sales Conditions apply to any Flexi-living Home Packages 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 Flexi-living Home Package prior to signing the Contract.

2 WHO IS ELIGIBLE TO PURCHASE

2.1 To purchase a Flexi-living Home Package, you must meet the following Eligibility Criteria:

2.1.1 You do not own, and have not entered into a contract to purchase, any real property, in Australia or overseas, either alone or jointly with anyone;

2.1.2 Your Domestic Partner does not own, and has not entered into a contract to purchase, any real property, in Australia or overseas, either alone or jointly with anyone;

2.1.3 You intend to live in the Home for a minimum of three (3) continuous years beginning within the first year after completion of the Contract to purchase the Home, and you will not lease the Home prior to occupying it; and

2.1.4 You do not intend to sell the Home for a minimum of 3 years from the date of completion of the Contract to purchase the Home.

3 BUYING A FLEXI-LIVING HOME PACKAGE

3.1 When you are buying a Flexi-living Home Package, you or your Agent must provide the Ginninderry Sales Agent with the following at your Flexi-living Home Package 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.

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 (see Section 7 below).

4 HOLDING DEPOSIT

4.1 You or your Agent must pay a $5,000 Holding Deposit to secure a Flexi-living Home Package 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

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 Flexi-living Home Package 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 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 Flexi-living Home Package at any time, even if a Holding Deposit is paid and the Flexi-living Home Package is available.

5 EXCHANGE OF CONTRACT

5.1 Once a Contract is issued to you or your solicitor by Ginninderry Joint Venture’s legal firm, you must:

5.1.1 choose a colour scheme;

5.1.2 exchange the Land and Build Contract within 10 working days;

5.1.3 sing a Statutory Declaration (see Section 8 below);

5.1.4 pay the remaining Deposit specified in the Contract (being the 5% Deposit of the Flexi-living Home Package price), in one of the following forms:

- Bank or personal cheques made out to “Riverview Sales and Marketing Pty Ltd”; or
- Electronic funds transfer (EFT) to Riverview Sales and Marketing Pty Ltd’s nominated account.
- Cash, EFTPOS and credit card will not be accepted.

5.2 The only person(s) that will be entered on the Contract to purchase are those listed on the Sales Advice.

5.3 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).

5.4 There is no agreement between you, Suburban Land Agency and Riverview Developments (ACT) Pty Ltd regarding the purchase of a Flexi-living Home Package until the full Deposit has been paid, the Contract has been signed by three parties, and the Contract is exchanged.

5.5 You acknowledge and accept that the 5% land deposit received by Riverview Sales and Marketing Pty Ltd will be transferred to Suburban Land Agency post exchange of Contract.

5.6 You acknowledge and accept that the 5% building deposit received by Riverview Sales and Marketing Pty will be transferred to Riverview Developments (ACT) Pty Ltd post exchange of Contract.

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 Flexi-living Home Package.

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 the later of:

6.3.1 30 days from the date of the Contract; and

6.3.2 15 Working Days from the date that the Developer notifies the Buyer of the satisfaction of the Conditions Precedent to Completion;

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.

7 APPOINTMENT OF AGENT

7.1 If you are unable to buy a Flexi-living Home Package 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 Flexi-living Home Package on your behalf, your Agent will be required to make a selection for that Flexi-living Home Package 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 Flexi-living Home Package 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 STATUTORY DECLARATION

8.1 You will be required to complete and execute a Statutory Declaration that declares you will satisfy the Eligibility Criteria. The signed Statutory Declaration must be witness by the persons may be made under the Statutory Declarations Act 1959.

8.2 The above declarations are required to be provided at exchange of the Contract. If you are represented by an Agent, your Agent must also provide Ginninderry with a signed Statutory Declaration by you (witness by the persons may be made under the *Statutory Declarations Act 1959*).

8.3 If you or your Agent are unable to provide the Statutory Declarations at that time, exchange of the Contract will not proceed and Ginninderry may elect to return the package to the market.

8.4 It is an offence under Section 11 of the *Statutory Declarations Act 1959* to intentionally make a false declaration in a statutory declaration.

8.5 If you have provided false or misleading information in any of the Statutory Declarations, Ginninderry may restrict your participation in future sales events in its absolute discretion.

8.6 The Contract contains a warranty by you on similar terms to the statements contained in the Statutory Declaration. If you are found to be in breach of the warranty, Ginninderry may terminate the Contract and pursue any other rights set out in the Contract.

9 ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM FINANCING (AML/CTF)

9.1 You acknowledge and accept that Ginninderry is legally required to conduct Customer Due Diligence for Applicants and Buyers in accordance with the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (the Act) and Rules, starting 1 July 2026.

9.2 To participate in the SalesEvent you must provide all reasonable information required by Ginninderry to enable it to comply with its Customer Due Diligence obligations under the Act, including but not limited to the following:

9.2.1 Collecting and verifying appropriate information about you; and

9.2.2 Identifying the ultimate beneficial owners behind corporate or trust structures; and

9.2.3 Verifying source of funds.

9.3 Further information in relation to the Act and requirements can be found at: https://www.austrac.gov.au/

10 FOREIGN BUYER

10.1 You must not be prohibited by the Commonwealth Treasurer from purchasing a Flexi-living Home Package 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.

11 STAMP DUTY

11.1 You acknowledge that you may be liable to pay stamp duty on the Contract. For more information, contact the ACT Revenue Office.

12 DISCLAIMERS AND OTHER RIGHTS AND LIABILITIES

12.1 Ginninderry makes no representations or warranties as to the suitability of any Crown Lease for a Flexi-living Home Package 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.

12.2 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:

12.2.1 an offer to contract; or

12.2.2 a binding undertaking of any kind by Ginninderry including, without limitation, an undertaking that could give rise to any promissory estoppel, quantum merit or any other contractual, quasi contractual or restitutionary action or any rights with a similar legal or equitable basis whatsoever.

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

12.3.1 exclude you from buying a Flexi-living Home Package for failing to comply with these Sales Conditions, or any other condition for participating in over-the counter sales advertised by Ginninderry;

12.3.2 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.

12.4 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.

12.5 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.

12.6 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.

12.7 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.

12.8 By purchasing a Flexi-living Home Package you:

12.8.1 acknowledge and accept Ginninderry's privacy policy (available on Ginninderry website at www.ginninderry.com);

12.8.2 acknowledge and accept that Ginninderry may provide the ACT Revenue Office with information relating to the sale of Flexi-living Home Package 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

12.8.3 consent to Ginninderry disclosing your personal information to other ACT and Commonwealth Government agencies in accordance with the Information Privacy Act 2014 (ACT).

13 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;

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

Build Contract means the legally binding contract required to be executed by you, Suburban Land Agency and Riverview Developments (ACT) Pty Ltd in the form of the First Grant Contract:

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

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;

Eligibility Criteria means the eligibility criteria set out in section 2 of these Ballot Conditions;

Flexi-living Home Packages means house and land packages being promoted by Ginninderry;

Flexi-living Home Package Selection Appointment means an appointment to meet with the Ginninderry Sales Agent to select a Flexi-living Home Package to buy;

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 Flexi-living Home Package;

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

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) Flexi-living Home Package Floor Plans;

f) a statutory declaration as to your eligibility; and

g) 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.