

Contract for the sale and purchase of land - 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Googong Township Realty Pty Limited ACN 155 621 828 12 Courtney Street, Googong NSW 2620	phone fax ref
co-agent	Not Applicable	ref
vendor	Googong Township Pty Limited ACN 154 514 593 PO Box 1000, Civic Square ACT 2608	
vendor's solicitor	HWL Ebsworth Lawyers Level 14, Australia Square, 264-278 George Street, Sydney NSW 2000 GPO Box 5408, Sydney NSW 2001 Email: PEETNSW@hwle.com.au	phone +61 2 9334 8555 fax 1300 369 656 ref AJB:SC:1107115
date of completion	The date specified in clause 36 (clause 15)	
Land (address, plan details and title reference)	60 Wellsvale Drive, Googong NSW 2620 Lot 641 in Deposited Plan 1281684 Folio Identifier 641/121684	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input checked="" type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or numbered: <input type="checkbox"/> other documents:	

A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.

inclusions	<input type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood
	<input type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> other: Nil			
exclusions				
purchaser				
purchaser's				
<input type="checkbox"/> solicitor			phone	
<input type="checkbox"/> conveyancer			fax	
	email:		ref	
price	\$			inclusive of GST
deposit	\$			(10% of the price, unless otherwise stated)
balance	\$			
contract date				(if not stated, the date this contract was made)

Where there is more than one purchaser JOINT TENANTS
 tenants in common in unequal shares

~~GST AMOUNT (optional) The price includes GST of \$~~

buyer's agent

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

Vendor Execution Page

Executed for and on behalf of **Googong Township Pty Ltd ACN 154 514 593** by its attorney **Mitchell William Hugh Alexander** under power of attorney dated **26 June 2017** registered number **Book 4728 No 628**:

Signature of attorney

By executing this agreement the attorney states that the attorney has not received notice of revocation of the power of attorney at the date of executing this agreement.

Executed for and on behalf of **Googong Township Pty Ltd ACN 154 514 593** by its attorney **Malcolm Robert Leslie** under power of attorney dated **26 June 2017** registered number **Book 4728 No 628**:

Signature of attorney

By executing this agreement the attorney states that the attorney has not received notice of revocation of the power of attorney at the date of executing this agreement.

Purchaser Execution Page

Executed by

Executed by

Signature

Signature

Executed by
in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by:

Signature of Director

Signature of Director/Company Secretary

Full name (print)

Full name (print)

GUARANTOR

Executed by the Guarantor:

Signature of Guarantor:

Signature of Guarantor:

Full name (print)

Full name (print)

Choices

Vendor agrees to accept a **deposit bond** NO yes

Nominated Electronic Lodgment Network ELN (clause 4) Pexa

Manual transaction (clause 30) NO yes

(if yes, vendor must provide further details, including any applicable exception, in the space below):

Parties agree that the deposit be invested (clause 2.9) NO yes

Tax information (the parties promise this is correct as far as each party is aware)

Land tax is adjustable NO yes

GST: Taxable supply NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply NO yes

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

- not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- GST-free because the sale is the supply of a going concern under section 38-325
- GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an **GSTRW payment**: (GST residential withholding payment) NO yes (if yes, vendor must provide further details)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

GSTRW payment (GST residential withholding payment) – further details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name: Googong Township Pty Limited ACN 154 514 593 as trustee for the Googong Township Unit Trust

Supplier's ABN: 78 357 741 389

Supplier's GST branch number (if applicable):

Supplier's business address: Level 3, 64 Allara Street, Canberra ACT 2601

Supplier's representative: canberra@peet.com.au

Supplier's contact phone number: 02 6230 0800

Supplier's proportion of **GSTRW payment**: 100%

Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate):

Amount must be paid: AT COMPLETION at another time (specify):

Is any of the consideration not expressed as an amount in money? NO yes

If "yes", the GST inclusive market value of the non-monetary consideration:

Other details (including those required by regulation or the ATO forms):

List of Documents

<p>General</p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" type="checkbox"/> 2 plan of the land</p> <p><input checked="" type="checkbox"/> 3 unregistered plan of the land</p> <p><input checked="" type="checkbox"/> 4 plan of land to be subdivided</p> <p><input checked="" type="checkbox"/> 5 document that is to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</p> <p><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input checked="" type="checkbox"/> 9 sewerage lines location diagram (sewerage service diagram)</p> <p><input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 occupation certificate</p> <p><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 17 other document relevant to tenancies</p> <p><input type="checkbox"/> 18 licence benefiting the land</p> <p><input type="checkbox"/> 19 old system document</p> <p><input type="checkbox"/> 20 Crown purchase statement of account</p> <p><input type="checkbox"/> 21 building management statement</p> <p><input type="checkbox"/> 22 form of requisitions</p> <p><input type="checkbox"/> 23 <i>clearance certificate</i></p> <p><input type="checkbox"/> 24 land tax certificate</p> <p>Home Building Act 1989</p> <p><input type="checkbox"/> 25 insurance certificate</p> <p><input type="checkbox"/> 26 brochure and warning</p> <p><input type="checkbox"/> 27 evidence of alternative indemnity cover</p> <p>Swimming Pools Act 1992</p> <p><input type="checkbox"/> 28 certificate of compliance</p> <p><input type="checkbox"/> 29 evidence of registration</p> <p><input type="checkbox"/> 30 relevant occupation certificate</p> <p><input type="checkbox"/> 31 certificate of non-compliance</p> <p><input type="checkbox"/> 32 detailed reasons of non-compliance</p>	<p>Strata or community title (clause 23 of the contract)</p> <p><input type="checkbox"/> 33 property certificate for strata common property</p> <p><input type="checkbox"/> 34 plan creating strata common property</p> <p><input type="checkbox"/> 35 strata by-laws</p> <p><input type="checkbox"/> 36 strata development contract or statement</p> <p><input type="checkbox"/> 37 strata management statement</p> <p><input type="checkbox"/> 38 strata renewal proposal</p> <p><input type="checkbox"/> 39 strata renewal plan</p> <p><input type="checkbox"/> 40 leasehold strata – lease of lot and common property</p> <p><input type="checkbox"/> 41 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 42 plan creating neighbourhood property</p> <p><input type="checkbox"/> 43 neighbourhood development contract</p> <p><input type="checkbox"/> 44 neighbourhood management statement</p> <p><input type="checkbox"/> 45 property certificate for precinct property</p> <p><input type="checkbox"/> 46 plan creating precinct property</p> <p><input type="checkbox"/> 47 precinct development contract</p> <p><input type="checkbox"/> 48 precinct management statement</p> <p><input type="checkbox"/> 49 property certificate for community property</p> <p><input type="checkbox"/> 50 plan creating community property</p> <p><input type="checkbox"/> 51 community development contract</p> <p><input type="checkbox"/> 52 community management statement</p> <p><input type="checkbox"/> 53 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 55 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</p> <p><input type="checkbox"/> 58 disclosure statement – off the plan contract</p> <p><input type="checkbox"/> 59 other documents relevant to off the plan contract</p> <p>Other</p> <p><input type="checkbox"/> 60 Other:</p>
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HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

**CERTIFICATE UNDER SECTION 66W
OF THE CONVEYANCING ACT 1919**

I,

of

certify **that:**

- 1 I am a solicitor/licensed conveyancer currently admitted to practice in New South Wales.
- 2 I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 (NSW) with reference to a contract for the sale of property being **60 Wellsvale Drive, Googong NSW 2620(Property)** from **Googong Township Pty Limited ACN 154 514 593 (Vendor)** to **(Purchaser)** in order that there will be no cooling off period in relation to the contract.
- 3 I do not act for the Vendor and I am not employed in the legal practice of the solicitor acting for the Vendor nor am I a member or employee of a firm of which a solicitor acting for the Vendor is a member or employee.
- 4 I have explained to the Purchaser:
 - (a) the effect of the contract for the purchase of the Property;
 - (a) the nature of this certificate; and
 - (b) that the effect of giving this certificate to the Vendor is that there is no cooling off period in relation to the contract.

DATED:

.....
SIGNATURE

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

WARNING—SMOKE ALARMS

The owners of certain types of buildings and strata lots must have smoke alarms, or in certain cases heat alarms, installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation, including areas in which residential premises have been identified as containing loose-fill asbestos insulation, contact NSW Fair Trading.

Cooling off period (purchaser's rights)

- 1** This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2** **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 3** There is **NO COOLING OFF PERIOD**—
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under the Act, section 66ZG.
- 4** A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5** The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

DISPUTES

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

AUCTIONS

Regulations made under the Property and Stock Agents Act 2002 prescribe a number of conditions applying to sales by auction.

WARNINGS

1. **Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving:**

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**
3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**
4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**
5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**
6. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.**
7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**
8. **The purchaser should arrange insurance as appropriate.**
9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**
10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**
11. **Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**
12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.**

The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

1 Definitions (a term in italics is a defined term)

1.1 In this contract, these terms (in any form) mean –

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
- 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
- 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
- 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
- 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies *only* if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within 21 days* after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within 21 days* after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within 14 days* after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoing up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.

16 Completion

• Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

● **Notices, certificates and inspections**

- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

● **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
 27.4 If consent is refused, either *party* can *rescind*.
 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
 27.6 If consent is not given or refused –
 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
 27.7.1 under a *planning agreement*; or
 27.7.2 in the Western Division.
 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
 28.3 If the plan is not registered *within* that time and in that manner –
 28.3.1 the purchaser can *rescind*; and
 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
 29.7 If the *parties* can lawfully complete without the event happening –
 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and
 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
 • either *party* *serving* notice of the event happening;
 • every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 • the end of the time for the event to happen.

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
 - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
 - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
 - 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
 - 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid, and
 - 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
 - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
 - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
 - 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
 - 32.3.2 the claim for compensation is not a claim under this contract.

FARMLAND GOOGONG RD GOOGONG NSW 2620

Googong Township Pty Ltd

Lot 641 Stage 6B MU – NH2 Googong

Special Conditions

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Additional Provisions

33. Definitions, interpretation and general

33.1 Definitions

In this contract these terms (in any form) have the following meaning:

Authority	means any government, semi-government, statutory, public or other Consent Authority.
Bank Guarantee	means an unconditional, irrevocable, on demand bank guarantee issued by an Australian trading bank that does not contain an expiry date delivered by the purchaser to the vendor in a form acceptable to the vendor according to clause 54.
Caveat	means a caveat in the form attached at Schedule 6.
Consent Authority	means the relevant authority, JRPP, Council or court having jurisdiction over the Development Site and/or the property.
Council	Queanbeyan-Palerang Regional Council or its successor.
Design and Construction Requirements	means the Googong design guidelines which regulate building and ancillary landscaping work within all or part of the property and which at the contract date are typically in the form attached at Schedule 5.
Development Activities	means any work intended to be carried out by the vendor to complete any development in the Development Site including: <ul style="list-style-type: none">(a) any form of work on the Land required by the Development Approval;(b) any form of work on the Development Site including, without limitation, the installation of Services;(c) the staging of plan registration;(d) the addition, amendment or deletion of lots, recreation areas, or any other area;

- (e) the registration of the Plan of Subdivision;
- (f) the use and/or operation of any part of the Development or a lot within the Development Site or Plan;
- (g) any other such approvals required by the vendor or its assignee for carrying out the Development;
- (h) the dedication of land;
- (i) any form of work other than the forms of work referred to in paragraph (a) and (b) of this definition which is considered necessary or desirable by the vendor; and

the subdivision of land forming part of the Land or the Development Site.

Development Approval	means the development approval for the development of the Development Site as amended or substituted from time to time.
Development Site	means the land comprising Lot 344 in Deposited Plan 1259563 and Lot 534 in Deposited Plan 1263951 and Lot 998 in Deposited Plan 1276892.
Display Suite	means any lot or area used by the vendor or any other person authorised by the vendor as a display suite from time to time at the vendor's absolute discretion.
Foreign Person	has the same meaning given in the <i>Foreign Acquisitions and Takeover Act 1975</i> (Cth).
Googong Design Co-ordinator	means the person responsible for the review and approval of home designs under the Googong Design Guidelines which form a part of the Design and Construction Requirements.
Grading and Fill Plan	means the plan attached at Schedule 4.
Interest Rate	means ten (10%) per annum.
JRPP	means Joint Regional Planning Panel.

- Prohibited Entity** means any person or entity which:
- (a) is a "terrorist organisation" as defined in part 5.3 of the Criminal Code Act 1995 (Cth);
 - (b) has a connection with any country or named individual or entity which is subject to international sanctions or is associated with terrorism, including any person or entity listed by the Minister for Foreign Affairs in the Government Gazette under part 4 of the Charter of the United Nations Act 1945 (Cth) as at the date of this contract (a consolidated list is available from the website of the Australian Department of Foreign Affairs and Trade); or
 - (c) is on any other list of terrorists or terrorist organisations maintained by the Australian Department of Foreign Affairs and Trade or under any law.

Related Body Corporate has the meaning it has in the *Corporations Act 2001* (Cth).

Selling and Leasing Activities comprises any activity connected with or relating to the marketing, selling or leasing of any part of the Development Site and includes:

- (a) the placement and maintenance on the Development Site (but not the property sold pursuant to this contract) of:
 - (i) signs, advertisements, boards, writing, plates, signals, illuminations, banners and insignia;
 - (ii) stalls or associated facilities for the use of salespersons;
 - (iii) any event held on the Development Site (but not the property sold pursuant to this contract), and
- (b) the operation of a Display Suite,

in connection with the selling and leasing of parts of the Development Site.

Services means water, sewerage, electricity, gas, telephone available for connection to the property.

33.2 Interpretation

In this contract unless the contrary intention appears a reference to:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes all other genders;
- (c) a person includes a corporation, partnership, joint venture, association, authority or trust;
- (d) a person includes the person's executors, administrators, successors and substitutes (including, persons taking by novation and assigns); and
- (e) despite clause 1 of this contract the terms defined in clause 1 and clause 33 are defined terms whether or not those terms are in italics.

33.3 General

- (a) A reference to an Act includes any by law, ordinance regulation or rule made under that Act.
- (b) If the whole or any part of a provision of this contract is invalid or unenforceable, the validity or enforceability of the remaining clauses is not affected.
- (c) If there is a conflict between these additional provisions and the printed clauses of this contract, these additional provisions prevail.
- (d) Headings are inserted for convenience of reference only and must be ignored in the interpretation of this contract.
- (e) The word 'includes' in any form is not a word of limitation.
- (f) Rights under this contract which can apply after completion continue to apply after completion.
- (g) The vendor does not promise, represent or state that any documents attached to this contract are accurate or current.
- (h) For the purpose of clause 20.6.5:
 - (i) a document is taken to have been received on the date shown or recorded on the sending party's fax transmission report; and
 - (ii) clause 33.3(h)(i) does not apply if the sending party's fax transmission report indicates a faulty or incomplete transmission.
- (i) If the purchaser has a right to rescind this contract for any reason, the vendor may serve a notice requiring the purchaser to either rescind or affirm this contract within any relevant rescission period specified in this contract. If the purchaser does not either rescind or affirm this contract within the relevant rescission period, then the vendor may rescind this contract.

34. Variations to the printed clauses of this contract

The printed clauses are varied by:

- (a) deleting the definition of 'depositholder' in clause 1 and replacing that definition with the following:

'depositholder vendor's solicitor';
- (b) substituting 'The parties agree that the deposit is to be invested and' in place of 'If each party tells the depositholder that the deposit is to be invested,' in clause 2.9;
- (c) inserting after 'call' in clause 2.9 'or on a term deposit or deposits maturing on or before completion as selected by the vendor';
- (d) adding the following words at the end of clause 2.9:

'the party who is entitled to the interest authorises the depositholder to retain from the amount of interest, the sum of \$165.00 (inclusive of GST) in payment to the depositholder for attendances associated with the investment of the deposit. The retention amount is to be released to the depositholder for its absolute benefit after (and not before) completion, and the payment is conditional upon completion taking place';

- (e) by deleting clause 3;
- (f) by deleting clause 5.1;
- (g) by deleting clause 5.2.1 and inserting the following provision:

If it arises out of this contract or is a general question about the property or title – within 10 days after the day on which the vendor serves notice of registration of the Documents.

- (h) by deleting clause 5.2.2 and inserting the following provision:

If it arises out of anything served by the vendor on the purchaser - within 10 days after the day on which the vendor serves notice of registration of the Documents.

- (i) deleting clauses 7.1.1;
- (j) by deleting clause 8.1 and inserting the following provision:

The vendor can rescind if:

8.1.1 the vendor is unable or unwilling to comply with an objection, requisition or claim;

8.1.2 the vendor serves notice of intention to rescind, which specifies the objection, requisition or claim; and

8.1.3 *the purchaser does not serve a notice waiving the objection, requisition or claim within 10 business days after that service.;*

- (k) substituting 'existence' in place of 'substance' in clauses 10.1.8 and 10.1.9;
- (l) clause 13.7.2 is amended by inserting after the word '*completion*' the words '*or within 10 business days of a liability arising under this clause 13.7, if it arises after completion*';
- (m) clause 18 is amended by adding the following provision:

18.8 *The purchaser cannot make a requisition or claim after entering into possession.*

- (n) inserting after 'party' in clause 20.4 'or guarantor';
- (o) clauses 22 to 31 inclusive are deleted.

35. Not used

36. Completion

36.1 The completion date of this contract is 31 March 2024.

37. Not used

38. Not used

39. Late completion

39.1 Notice to complete

For the purpose of clause 15:

- (a) 3.00 pm on the day being not less than fourteen (14) days after the date of service of a notice to complete is a reasonable period to allow for completion; and
- (b) without affecting any other right, a party who has issued a notice to complete under this contract can, at any time before the expiration of the notice, revoke the notice by serving a notice of revocation.

39.2 Interest if completion does not take place

If the vendor is ready, willing and able to complete in accordance with clause 15 but the purchaser is not:

- (a) the purchaser must pay interest on the unpaid balance of the price at the Interest Rate per annum calculated daily from and including the completion date to but excluding the actual day of completion;
- (b) it is an essential term of this contract that the interest must be paid on and as a condition of completion;
- (c) interest payable under this clause is a genuine pre-estimate of the vendor's loss as a result of the purchaser's failure to complete in accordance with this contract; and
- (d) the right to interest does not limit any other rights the vendor may have as a result of the purchaser's failure to complete in accordance with this contract.

The purchaser need not pay interest under this clause 39.2 for any period during which completion has been delayed by the vendor.

39.3 Consequences of termination for purchaser's default

- (a) The vendor discloses to the purchaser and the purchaser acknowledges that:
 - (i) the vendor is obtaining debt finance to assist the vendor in carrying out the development of the Development Site;
 - (ii) until the debt finance is repaid, if the purchaser does not comply with this contract and the vendor exercises its rights under clause 9 to terminate this contract, the vendor will suffer additional interest and financing costs for the period from the date of termination of the contract until the date that the property is resold (the **Vendor's Additional Finance Costs**).
- (b) The purchaser agrees that in addition to the vendor's remedies under clause 9, following termination of the contract the vendor is entitled to recover from the purchaser the Vendor's Additional Finance Costs for the period from the date of termination of the contract until the earlier of the date that:
 - (i) the property is resold, whether or not the resale takes place within twelve (12) months after the termination; and
 - (ii) the date that the debt finance in respect of the development of the Development Site is repaid, with the vendor acknowledging that the vendor is not entitled to recover loss of return on equity under clause 9.
- (c) The purchaser agrees that the vendor is entitled to recover the amount of \$400.00 (plus GST) in the event that it serves a notice to complete upon the purchaser in accordance with this contract.

40. Disclosures

40.1 Development of the Development Site

Subject to the Act, the vendor discloses:

- (a) The Development Activities may:
 - (i) cause significant noise, dust, vibration and disturbance to the occupiers of the lots in the Development Site within the lawful requirements of any relevant Authority or Council and during any hours permitted by any relevant Authority or Council;
 - (ii) cause temporary obstruction or interference with Services to the Development Site;
 - (iii) result in access to the Development Site or property being temporarily diverted during the course of the Development Activities on the Development Site; and
 - (iv) construction traffic in and around the Development Site but the vendor must use reasonable endeavours to minimise inconvenience to the purchaser.
- (b) Parts of the Development Site, either before or after the vendor has carried out Development Activities on them, may be consolidated, subdivided or left as they are or sold by the vendor at the vendor's absolute discretion and may be used for any permissible purpose under the relevant planning legislation.
- (c) Timing for commencement and completion of each stage of the development of the Development Site will be determined by the vendor in the vendor's absolute discretion.
- (d) The current intention of the vendor (which the vendor may change in its absolute discretion) is to develop the Development Site by the sale and/or development of the lots within the Development Site.
- (e) The purchaser must not make any objection or commence any action or enforce any judgment or order against the vendor or other party carrying out the Development Activities on the Development Site unless the Development Activities are not being carried out in accordance with the relevant Consent Authority approvals or lawful requirements.

40.2 Staged Development

The vendor discloses that the vendor may carry out Development Activities on the Development Site in stages and that as a consequence the description of the lots allocated to each property may change prior to the Completion Date.

40.3 Use of roads

- (a) Roads in and around the Development Site may be closed or gated and access restricted whilst the vendor undertakes Development Activities on and around the Development Site.
- (b) Use of the roads will be shared with construction traffic whilst the vendor undertakes Development Activities on and around the Development Site.

40.4 Selling and Leasing Activities

Until the vendor completes the sale of all lots in the Development Site, the vendor and persons authorised by the vendor are entitled to and will conduct Selling and Leasing activities.

40.5 Further affectations

Some or all of the easements, covenants, restrictive covenants, leases and instruments anticipated to be created:

- (a) on Registration of the Documents may be created before or after the date of Registration of the Documents by another plan; and
- (b) under this contract may be created by Registration of a deposited plan.

The provisions of clause 41 apply to that plan or deposited plan with all necessary changes.

40.6 Disclosure regarding sewer

The vendor discloses that the position of Queanbeyan-Palerang Regional Council's sewer on the land at the time of completion may not be as shown in the sewerage service diagrams which are attached to this contract.

40.7 Service Providers

The vendor discloses that:

- (a) arrangements with service providers for the provision of Services to the Development Site may not have been concluded as at the contract date;
- (b) the vendor intends to enter into arrangements with service providers including, but not limited to easements, restrictions on use, positive covenants, leases, bonds, guarantees or security deposits;
- (c) the vendor may be required to enter into arrangements with service providers for the provision of Services to the Development Site or assume obligations under agreements in relation to those arrangements (between the vendor and service providers); and

- (d) it may be necessary to make changes to the Draft Instruments to meet the requirements of any Consent Authority, service providers or authorities.

40.8 **Address of property**

The vendor discloses that:

- (a) the address of the property at completion may be different from the address of the property shown in this contract; and
- (b) the lot number may not be identical to the lot number for the property shown in this contract.

40.9 **No claims etc**

The purchaser cannot make any claim or requisition or rescind or terminate because of any matter stated in this clause 40.

41. Not used

42. Not used

43. Not used

44. **Acknowledgements by the purchaser**

44.1 This contract contains the entire agreement between the purchaser and the vendor at the contract date despite any:

- (a) negotiations or discussions held; or
- (b) documents or brochures produced or signed; or
- (c) website images made available before the contract date.

44.2 The purchaser has not, in entering into this contract, relied on any warranty or representation made by or any other conduct of:

- (a) the vendor or
- (b) any person on behalf of the vendor,

except those expressly provided in this contract or in legislation.

44.3 The purchaser is relying entirely upon the purchaser's own enquiries relating to:

- (a) the fitness or suitability for any particular purpose of the property;
- (b) the purchaser's obligations and rights under this contract; and
- (c) any financial return, income and investment advice despite:
 - (i) any forecasts or feasibilities; and
 - (ii) information relating directly or indirectly to the purchase of the property by the purchaser as an investment on any basis whatsoever,provided to the purchaser by or on behalf of the vendor.

45. Death, incapacity or insolvency

45.1 The vendor may rescind this contract, if the purchaser is an individual who:

- (a) dies; or
- (b) becomes incapable because of unsoundness of mind, to manage the purchaser's own affairs.

45.2 The vendor may terminate this contract if the purchaser:

- (a) is an individual who:
 - (i) is bankrupt;
 - (ii) has a receiver, receiver and manager or administrator appointed to it or to any of its assets;
 - (iii) makes an assignment for the benefit of, or enters into an arrangement or composition with, its creditors; or
 - (iv) stops payment of, or is unable to pay, its debts within the meaning of the *Corporations Act 2001* (Cth); or
- (b) is a company, which:
 - (i) resolves to go into liquidation;
 - (ii) has a petition for its winding-up presented and not withdrawn within 30 days of presentation;
 - (iii) enters into a scheme of arrangement with its creditors under the *Corporations Act 2001* (Cth) or similar legislation; or
 - (iv) has a liquidator, provisional liquidator, administrator, receiver or receiver and manager of it appointed.

- 45.3 If anything in clause 45.2 occurs, then the purchaser has failed to comply with an essential provision of this contract.
- 45.4 The vendor may rescind or terminate this contract under this clause 45, without affecting any of its other rights.

46. Agent

- 46.1 The purchaser warrants that the purchaser was not introduced to the vendor or to the property by or through the medium of:
- (a) a real estate agent; or
 - (b) an employee of a real estate agent; or
 - (c) a person having a connection with a real estate agent;
- other than the vendor's agent (if any).
- 46.2 The purchaser must at all times indemnify the vendor from and against:
- (a) any claim for commission made by any person other than the vendor's agent arising out of a breach of the warranty in clause 46.1; and
 - (b) all actions, proceedings and expenses arising out of any such claim.

47. Lodgement of caveat

- 47.1 The purchaser or an assignee of the purchaser (or a person claiming through the purchaser or an assignee) must not at any time before Registration of the Documents lodge a caveat for notation on any certificate of title comprising any part of the land.
- 47.2 The purchaser for valuable consideration irrevocably appoints the vendor, and each person nominated by the vendor, as the purchaser's attorney to withdraw any caveat lodged on any certificate of title comprising any part of the land in the Development Site in contravention of this clause.

48. Existing encumbrances

- 48.1 If at completion there is noted on any certificate of title for the property a mortgage or caveat (other than a caveat to which clause 48.2 applies) the purchaser must on completion accept a discharge of that mortgage or a withdrawal of that caveat in registrable form so far as it relates to the property.
- 48.2 If at completion there is noted on any certificate of title for the property a caveat lodged by or on behalf of:

- (a) the purchaser;
- (b) any assignee of the purchaser's interest under this contract; or
- (c) any person claiming through or under the purchaser,

the purchaser must complete despite the notation of that caveat.

49. Requisitions

- 49.1 The purchaser acknowledges and agrees that the purchaser are not permitted to make or otherwise raise requisitions.

50. Council rates

If at completion no separate assessment for council rates for the property or for the parcel for the year current at completion has been issued then:

- (a) no regard is to be had to the actual assessment when it issues;
- (b) the purchaser agrees to accept \$2,200.00 per annum as the amount payable for council rates for the property for the year current at completion which amount must be adjusted (on the basis that it is paid) on completion in accordance with clause 14; and
- (c) the vendor must pay any assessment of council rates which may be issued for the property or the parcel for the year current at completion when such assessment is issued.

51. Prohibited Entity

- 51.1 Each of the purchaser and the guarantor represents and warrants to the vendor that:
- (a) it is not a Prohibited Entity;
 - (b) it is not owned or controlled by, and does not act on behalf of, a Prohibited Entity;
 - (c) no person who has any direct or indirect interest in the purchaser, including stockholders, members, partners and other investors, is a Prohibited Entity;
 - (d) no Prohibited Entity obtains a legal or equitable interest in the property because the purchaser enters into or completes this contract; and

- (e) it is in material compliance with all laws relating to Prohibited Entities including Part 4 of the *Charter of the United Nations Act 1945 (Cth)* and part 5.3 of the *Criminal Code Act 1995 (Cth)*.

51.2 The representations and warranties in this clause 51 are taken also to be made on completion.

52. GST

52.1 In this clause 52:

- (a) GST Law has the meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999*; and
- (b) expressions which are not defined, but which have a defined meaning in GST Law, have the same meaning.

52.2 Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with this contract are inclusive of GST.

53. Guarantee

53.1 In consideration of the vendor entering into this contract at the request of the guarantor, the guarantor:

- (a) guarantees to the vendor:
 - (i) payment of all moneys payable by the purchaser; and
 - (ii) the performance by the purchaser of all other obligations under this contract; and
- (b) indemnifies the vendor against any liability, loss, damage, expense or claim incurred by the vendor arising directly or indirectly from any breach of this contract by the purchaser.

53.2 This guarantee and indemnity is a principal obligation of the guarantor and is not collateral to any other obligation.

53.3 The liabilities of a guarantor are not affected by:

- (a) the granting to the purchaser or to any other person of any time, waiver, indulgence, consideration or concession or the discharge or release of the purchaser;
- (b) the death, bankruptcy or liquidation of the purchaser, the guarantor or any one of them;

- (c) reason of the vendor becoming a party to or bound by any compromise, assignment of property or scheme of arrangement or composition of debts or scheme or reconstruction by or relating to the purchaser, the guarantor or any other person;
- (d) the vendor exercising or refraining from exercising any of the rights, powers or remedies conferred on the vendor by law or by any contract or arrangement with the purchaser, the guarantor or any other person or any guarantee, bond, covenant, mortgage or other security; or
- (e) the vendor obtaining a judgment against the purchaser, the guarantor or any other person for the payment of the moneys payable under this contract.

53.4 This guarantee and indemnity will continue notwithstanding:

- (a) the vendor has exercised any of the vendor's rights under this contract including any right of termination;
- (b) the purchaser is wound up; or
- (c) this guarantee and indemnity is for any reason unenforceable either in whole or in part.

53.5 This guarantee and indemnity:

- (a) is of a continuing nature and will remain in effect until final discharge of the guarantee or indemnity is given by the vendor to the guarantor;
- (b) may not be considered wholly or partially discharged by the payment of the whole or any part of the amount owed by the purchaser to the vendor; and
- (c) extends to the entire amount that is now owed or that may become owing at any time in the future to the vendor by the purchaser pursuant to or contemplated by this contract including any interest, costs or charges payable to the vendor under this contract.

53.6 If any payment made to the vendor by or on behalf of the purchaser or the guarantor is subsequently avoided by any statutory provision or otherwise:

- (a) that payment is to be treated as not discharging the guarantor's liability for the amount of that payment; and
- (b) the vendor and the guarantor will be restored to the position in which each would have been and will be entitled to exercise all rights which each would have had if that payment had not been made.

53.7 The vendor can proceed to recover the amount claimed as a debt or damages from the guarantor without having instituted legal proceedings against the purchaser and without first exhausting the vendor's remedies against the purchaser.

53.8 It is an essential term of this contract that the guarantor signs this contract.

54. Bank guarantee

- 54.1 Instead of paying the deposit under clause 2.1 the purchaser may give a Bank Guarantee to the vendor on the contract date or such later date (if any) set out in this contract. The Bank Guarantee must be in a form acceptable to the vendor (acting reasonably) from an Australian trading bank.
- 54.2 The purchaser must pay the vendor by unendorsed bank cheque the amount specified in the Bank Guarantee:
- (a) on completion; or
 - (b) within five days after the vendor serves notice claiming forfeiture of the deposit.
- 54.3 The vendor may call on the Bank Guarantee if:
- (a) the purchaser does not comply with clause 54.2; or
 - (b) the vendor is entitled to terminate this contract.
- 54.4 If the Bank Guarantee (including any replacement bank guarantee given under this clause) has an expiry date, the purchaser must, if completion for any reason has not taken place at least one month before that expiry date, give to the vendor, no later than fourteen (14) days before that expiry date, a replacement bank guarantee on the same terms and conditions as the original Bank Guarantee except that the bank guarantee must expire at least one year after that expiry date.
- 54.5 The obligations of the purchaser under this clause 54 are essential.

55. Trustee provisions

If the purchaser enters into this contract as trustee of any trust (**Trust**) (and whether or not the vendor has notice of the Trust) the purchaser:

- (a) acknowledges that it is bound under this contract both personally and in its capacity as trustee of the Trust;
- (b) warrants to the vendor that:
 - (i) the Trust is validly created and is in existence;
 - (ii) it will disclose fully to the vendor the terms of the Trust on request;
 - (iii) it possesses unqualified power under the trust to enter into this contract;
 - (iv) any consent, approval or resolution necessary to enable it to enter and discharge its obligations under this contract has been obtained or passed;
 - (v) it holds its interest under this contract:

- (A) in the proper exercise of its powers under the Trust; and
 - (B) for the benefit of the beneficiaries or objects of the Trust;
- (c) must ensure that between the contract date and the final discharge if its obligations under this contract there does not occur without the vendor's consent (that consent not to be unreasonably withheld) any of the following events:
- (i) amendment or revocation of the Trust;
 - (ii) removal or retirement of the Trust;
 - (iii) appointment of a new or additional trustee of the Trust;
 - (iv) use of the Trust assets for a beneficiary's or an object's own purposes, unless pursuant to the terms of the Trust;
 - (v) distribution, resettlement or transfer of the Trust assets;
 - (vi) anything that might result in the trustee's entitlement to its indemnity from the Trust assets or the beneficiaries being diminished;
 - (vii) acceleration of the vesting date or termination of the Trust; or
 - (viii) the purchaser as trustee:
 - (ix) incurring a debt;
 - (x) lending money;
 - (xi) giving a guarantee or indemnity;
 - (xii) encumbering a Trust asset;
 - (xiii) mixing Trust assets;
 - (xiv) comprising a claim in relation to any Trust asset;
 - (xv) parting with possession of a Trust asset;
 - (xvi) delegating any of its trustee's powers; or
 - (xvii) increasing its trustee remuneration
- other than in the proper exercise of its duties under the Trust.

56. FIRB Approval

- (a) Subject to clause 56(b), the purchaser warrants to the vendor:

- (i) it is not a Foreign Person; and
 - (ii) the Treasurer cannot prohibit and has not prohibited the transfer of the property to the purchaser under the *Foreign Acquisitions and Takeover Act 1975*.
- (b) If the purchaser is a Foreign Person, on or before the date of the contract (or another date nominated by the vendor), the purchaser must:
- (i) inform the vendor of that fact; and
 - (ii) make an application to the Treasurer for approval for the transfer of the property to the purchaser under the *Foreign Acquisitions and Takeover Act 1975* and to keep the vendor informed of the progress of the application.
- (c) If the purchaser is unable to obtain the approval of the Treasurer within forty-two (42) days from the date of this contract, either party may rescind this contract by notice in writing to the other by no later than the date being forty-nine (49) days from the date of this contract and in which case clause 19 will apply. Time is of the essence in respect of either party's right to rescind under this clause.
- (d) The purchaser agrees its promise in clauses 56(a) or 56(b), as applicable, is an essential term of this contract a breach of which will entitle the vendor to terminate this contract.

57. Transfer of Property from vendor to New Vendor

- (a) The purchaser acknowledges that the vendor may transfer its interest in the property to a third party (New Vendor) prior to completion and the vendor agrees to pay any duties or taxes arising from the transfer to the New Vendor.
- (b) The vendor must serve notice if the vendor transfers the property to a New Vendor within seven (7) days of the transfer. In the notice, the vendor must provide details of the New Vendor.
- (c) The purchaser and the guarantors each agree:
 - (i) to the transfer of the property to a New Vendor according to this clause 57; and
 - (ii) to the vendor novating this contract to a New Vendor; and
 - (iii) to accept on completion a transfer of the property in registrable form duly executed by the New Vendor (if the vendor transfer or novates this contract to that New Vendor according to this clause 57); and
 - (iv) if the purchaser has paid the deposit by bank guarantee or bond, to replace the bank guarantee or bond with a new bank guarantee or bond

for the same amount in favour of the New Vendor within seven days after being requested to do so by the vendor.

- (v) to execute any required documentation within fourteen (14) days of receipt from the vendor. In the event that the purchaser does not comply with this clause 57(c), the purchaser irrevocably appoints the vendor as its attorney to execute the required document.

58. Purchaser's Obligation

The purchaser must not use the dwelling constructed on the property after completion as an exhibition home without the vendor's consent which may be withheld at the vendor's absolute discretion.

59. Broadband

- 59.1 The vendor, in its absolute discretion, may enter into an agreement with a supplier for the provision by the supplier to install, own, control and operate broadband fibre optic cable system for data transfer and telecommunication purposes (**System**) to the boundary of the property. The purchaser:
- (a) must make its own enquiries with regard to the System;
 - (b) is not under any obligation to take any of the services offered by the supplier in connection with the System.
- 59.2 The vendor may grant an agreement to the supplier and other suppliers in connection with the System.
- 59.3 No information, representation or warranty made by the vendor or the vendor's agent was supplied or made in connection with the System and the Systems performance.

60. Fencing

The vendor is not required to contribute to the cost of fencing the property, even though the vendor may own land adjoining the property.

61. Compliance Bond

- 61.1 At completion, the purchaser must pay to the vendor the amount of \$75,000.00 as a compliance bond to secure the purchaser's adherence to the Design and Construction Requirements, including the timeframes in clauses 62.2(c) and 62.2(d).
- 61.2 The vendor must refund the compliance bond referred to in clause 61.1 in accordance with the provisions of the Design and Construction Requirements.

62. Design and Construction Requirements

- 62.1 The Purchaser cannot make any requisition or claim, delay completion or rescind or terminate because of anything disclosed in this clause 62.
- 62.2 The purchaser acknowledges and agrees that subject to clause 62:
- (a) there will be design and construction requirements in or substantially in the form of the Design and Construction Requirements that apply to the construction of dwellings at Googong. The purchaser acknowledges that the information disclosed in the Design and Construction Requirements may be subject to confirmation and approval by an Authority;
 - (b) the covenants contained in the Design and Construction Requirements will be registered on the title to the Property because they will be referred to in the Deposited Plan Instrument;
 - (c) the purchaser must submit home and front garden plans (including in relation to the driveway and paths) and any other material required under the Design and Construction Requirements, to the Googong Design Co-ordinator for approval within 6 months after completion (or such later date as determined by the vendor in its absolute discretion);
 - (d) the purchaser must cause the home and front garden (including the driveway from the crossover, over the verge into the land and paths) to be constructed on the property in accordance with the Design and Construction Requirements within 24 months after completion (or such later date as determined by the vendor in its absolute discretion);
 - (e) amongst other things the covenants in the Design and Construction Requirements and other terms and conditions of this contract will create an interest in land sufficient to allow the vendor to register and maintain the Caveat on the title to the property and accordingly on and following completion the vendor is entitled to and may register and maintain the Caveat on the title;
 - (f) the purchaser agrees that it will not take any action or do anything to remove the Caveat following completion; and
 - (g) the covenants to which clauses 62.2(b) and 62.2(e) refers will cease and be of no further force or effect on the later of:

- (i) the date on which the final Occupation Certificate for the whole of any dwelling on the property is issued; and
 - (ii) the date of completion of the landscaping, external lighting and fencing on the lot burdened in compliance with the Design and Construction Requirements to the reasonable satisfaction of the vendor.
- 62.3 If requested by the purchaser in writing the vendor must at the cost of the purchaser and as soon as reasonably practicable remove the Caveat following the covenants in clauses 62.2(b) and 62.2(e) ceasing to be of any force or effect.
- 62.4 On and from completion, the purchaser acknowledges that it must comply with and observe all of the purchaser's obligations in connection with the conditions imposed by, or the requirements of, an Authority including and that such determinations or approvals are final and binding on the purchaser.
- 62.5 The provisions of this clause 62 continue to apply despite completion.

63. Property affected by fill

- 63.1 The purchaser acknowledges that the property may have been subject to grading and benching as shown in the Grading and Fill Plan as part of subdivision earthworks.
- 63.2 If any fill has been placed on the property by the vendor then the vendor warrants that any such fill has been compacted to a standard which meets the compaction requirements of the Council.
- 63.3 The purchaser is not entitled to and must not make any requisition or claim for compensation in relation to or rescind, terminate or delay completion of this contract because of any fill which may have been placed on the property.
- 63.4 This clause 63 will not merge upon completion.

64. Bushfire Construction Requirements

- 64.1 The vendor discloses and the purchaser is aware that despite:
 - (a) anything in the section 10.7(2) certificate (Environmental Planning and Assessment Act 1979) attached to this contract or the section 10.7(5) information included in that certificate; and
 - (b) that the property may not be shown as bushfire prone land in accordance with the Environmental Planning and Assessment Act 1979,

Council may determine that the property is subject to bushfire hazard. This will be assessed by Council as part of any development application for building works.

Council may impose a development condition that requires new dwelling construction to meet the requirements of AS3959 – 2009 Construction of Building in Bush Fire Prone Areas and may require that a minimum BAL (Bushfire Attack Level) rating is achieved.

- 64.2 The purchaser cannot make any requisition or claim, delay completion or rescind or terminate because of any matter set out in this clause 64.
- 64.3 This clause 64 does not merge on completion.

65. Planning Agreement

- 65.1 The vendor discloses and the purchaser is aware that:
- (a) the Local Planning Agreement is registered on and encumbers the Development Site;
 - (b) the purchaser will not be required to comply with any of the obligations set out in the Local Planning Agreement.
- 65.2 The vendor confirms that all fees payable pursuant to the Local Planning Agreement will be paid by the vendor as and when due.
- 65.3 Subject to special condition 65.4, the vendor agrees that the purchaser will not be required pursuant to any provision in this contract to pay or contribute to the payment of any fees payable pursuant to the Local Planning Agreement.
- 65.4 In the event that the purchaser obtains development approval for more than 140 dwellings on the property, the purchaser must pay the vendor \$20,000.00 for every dwelling in excess of 140 dwellings prior to the vendor being required to pay the fees payable pursuant to the Local Planning Agreement.
- 65.5 The purchaser cannot make any requisition or claim, delay completion or rescind or terminate because of any matter set out in this clause 65.
- 65.6 This clause 65 does not merge on completion.

66. Personal Information

- 66.1 The purchaser is aware that the vendor will obtain Personal Information about the purchaser and their associates during the course of the transaction the subject of this contract.
- 66.2 The purchaser agrees that the vendor may retain, use and disclose such Personal Information to any Related Body Corporate of the vendor and to third parties where

such disclosure is in connection with the conduct of the vendor's business.

66.3 A copy of the vendor's privacy policy is available on its website www.googong.net.

66.4 The purchaser consents to the use of Personal Information by the vendor as contemplated by this clause 66.

67. Affordable Housing

67.1 In this clause 67:

- (a) Affordable Housing means a dwelling which is sold by the purchaser at a price which is at or below the relevant Affordable Housing Threshold.
- (b) Affordable Housing Threshold means \$538,156 as at 30 June 2022, escalated in accordance with Cordell Housing Price Index (NSW), which is published quarterly. The Affordable Housing Threshold for the intervening months will be escalated monthly by interpolation of the quarterly indices.

67.2 The purchaser must sell not less than 60% of the dwellings built on the property as Affordable Housing (**Affordable Housing Units**).

67.3 The purchaser must provide to the vendor within 5 business days of a contract for sale of land (**Contract for Sale**) for an Affordable Housing Unit between the purchaser and a buyer being exchanged:

- (a) the front page of the signed Contract for Sale for the Affordable Housing Unit; and
- (b) any other documentation or evidence the vendor may reasonably require, as evidence and confirmation of the purchaser's compliance with its obligations under **clause 67.2**.

67.4 At completion, the purchaser must pay to the vendor the amount of \$75,000.00 as a compliance bond to secure the purchaser's obligations under this clause 67.

67.5 The vendor will return the compliance bond referred to in clause 67.4 to the purchaser on the vendor being provided with evidence that the purchaser has complied with clause 67.2.

67.6 This **clause 67** will not merge upon completion.

68. GST Withholding

68.1 In this clause 68, words or expressions that are defined or used in the:

- (a) Withholding Law have the same meaning given to them in the Withholding Law;

- (b) GST Act have the same meaning given to them in the GST Act,
Unless the context suggests otherwise.
- 68.2 This clause 68 applies if this contract states the purchaser is required to make a GST RW Payment (residential withholding payment).
- 68.3 In this clause, terms and expressions which have a defined meaning in the GST Act have the same meaning as in the GST Act.
- 68.4 Any reference to a party includes the representative member of a GST group of which that party is a member.
- 68.5 Unless the contrary intention appears:
- (a) **ATO** means the Australian Taxation Office.
 - (b) **Bank Cheque** means a bank cheque made payable to the Commissioner of Taxation.
 - (c) **Lodgement References** means both the lodgement reference number and payment reference number issued by the ATO following lodgement of Form 1.
 - (d) **Form 1** means a notification made to the ATO, in the approved form, advising that the Purchaser is required to make a Withholding Payment (currently known as the "GST property settlement withholding notification" form).
 - (e) **Form 2** means a notification made to the ATO, in the approved form, advising that the sale has completed (currently known as the "GST property settlement date confirmation" form).
 - (f) **Notice** means a written notice that complies with section 14-255 in Schedule 1 of the Withholding Law and the associated regulations (if any).
 - (g) **PEXA** means Property Exchange Australia Ltd, being an electronic lodgement network operator.
 - (h) **Withholding Date** means the earliest date on which any part of the consideration (other than the deposit, if any) is to be paid or provided under this contract.
 - (i) **Withholding Law** means Schedule 1 to the *Taxation Administration Act 1953* (Cth).
 - (j) **Withholding Payment** means a payment required under section 14-250 in Schedule 1 of the Withholding Law, including any payments made through the provision of a Bank Cheque to the Vendor or Vendor's solicitor.
- 68.6 The purchaser will not breach this contract if any amounts of monetary consideration otherwise payable to the vendor are reduced on account of the purchaser making a Withholding Payment.
- 68.7 The purchaser must at least 14 days prior to the Withholding Date:

- (a) lodge Form 1; and
 - (b) provide the vendor with written evidence of such lodgement, together with the Lodgement References.
- 68.8 If the Withholding Date is the date of Completion, the parties agree that the purchaser must make the Withholding Payment to the ATO on Completion via PEXA.
- 68.9 If the Withholding Date is earlier than the date of Completion, the parties agree:
- (a) the purchaser must provide to the vendor's solicitor acting as their agent with a Bank Cheque for the amount of the Withholding Payment at the same time that the first part of the consideration (other than the deposit, if any) is to be paid or provided; and
 - (b) the vendor's solicitor must provide a letter of confirmation to the purchaser for the Bank Cheque at that time.
- 68.10 If the purchaser provides a Bank Cheque to the Vendor's solicitor in accordance with this clause 68, the vendor or the vendor's solicitor must pay that Bank Cheque to the ATO on the purchaser's behalf within 7 days of receipt.
- 68.11 Immediately after Completion and in any event, by no later than 2 business days thereafter, the purchaser must:
- (a) lodge Form 2; and
 - (b) provide to the vendor's solicitor with written evidence of such lodgement.
- 68.12 If the purchaser fails to lodge Form 2 within the time required by clause 68.11, then the purchaser hereby irrevocably authorises the vendor or the vendor's solicitor to act as the purchaser's agent to complete and lodge Form 2 on the purchaser's behalf. If the vendor's solicitor lodges Form 2 on behalf of the purchaser, the purchaser shall pay on demand the vendor's legal fees in the sum of \$220.00 (including GST).
- 68.13 This clause does not merge on Completion.
- 68.14 Except as expressly set out in this clause 68, the rights and obligations of the parties under this contract are unaffected, including (without limitation) any agreement to apply the margin scheme on the supply of the Property.
- 68.15 If the Property qualifies as potential residential land and:
- (a) the purchaser is registered (within the meaning of the GST Act) and
 - (b) the purchaser acquires the Property for a creditable purpose,
- then the purchaser must give written evidence to the vendor of these matters, no later than 10 business days before the date of Completion.

69. Electronic Completion

- 69.1 The parties acknowledge and agree that this is an Electronic Completion.
- 69.2 The parties agree that the Electronic Completion will be conducted in an Electronic Workspace created by the Vendor.
- 69.3 The Vendor must create an Electronic Workspace in relation to this transaction and must invite the Purchaser within a reasonable period prior to the Completion Date.
- 69.4 As soon as reasonably practicable after accepting an invitation from the Vendor to join the Electronic Workspace, the Purchaser must invite the Financial Institution (if any), who is to provide finance to the Purchaser in relation to its purchase of the Property, to join the Electronic Workspace.
- 69.5 Each party must:
- (a) conduct the Electronic Settlement in accordance with the ECNL and the Participation Rules; and
 - (b) do all things required to be done by the party in the Electronic Workspace to effect Electronic Settlement in accordance with this contract.
- 69.6 A party is not in default to the extent that it is prevented from or delayed in complying with an obligation because the other party, the other Party's Representative or the other Party's Financial Institution (if any) has failed to do anything that it is required to do in the Electronic Workspace.
- 69.7 In the event that the purchaser changes its Representative, the purchaser must:
- (a) ensure that the Purchaser's Representative immediately withdraws from the Electronic Workspace;
 - (b) provide the Vendor with the contact details for the Purchaser's replacement Representative; and
 - (c) ensure that the Purchaser's replacement Representative joins the Electronic Workspace as soon as practicable after the original Representative withdraws from the Electronic Workspace.
- 69.8 Without limiting clause 69.6, the Vendor is not in default to the extent that it is prevented from or delayed in complying with an obligation as a result of a breach of clause 69.7.
- 69.9 The Vendor must nominate the Completion Time:
- (a) if the Property is a lot in a registered plan, as soon as reasonably practicable after the Vendor has created the Electronic Workspace; or
 - (b) if the Property is a lot in an unregistered plan, as soon as reasonably practicable after the title for the Property has been created.

- 69.10 If the parties cannot agree on the Completion Time, the Completion Time to be nominated in the Electronic Workspace is 12.00pm.
- 69.11 A party may not exercise any right under this contract or at law to terminate this contract during the period of time the Electronic Workspace is locked for Electronic Completion.
- 69.12 In respect of an Electronic Completion:
- (a) the Purchaser is taken to have complied with clause 4.1 of the Standard Form by preparing and Digitally Signing an electronic transfer in the Electronic Workspace at least 7 days before the Completion Date;
 - (b) the Vendor is taken to have complied with clause 16.1 of the Standard Form if, at settlement, the Electronic Workspace contains:
 - (c) the electronic transfer which has been Digitally Signed by the Vendor; and
 - (d) any other electronic document which is required to be provided by the Vendor for the electronic lodgement of the transfer in the NSW Land Registry Services;
- (a) clauses 16.5, 16.8, 16.11, 16.12 and 16.13 do not apply; and
- (b) if there is any Access Device, the Purchaser may collect the Access Device from the Vendor or the Vendor's Representative (as applicable) after Completion.
- 69.13 The Purchaser acknowledges and agrees that the Vendor is not required to provide the Purchaser with the original certificate of title for the Property.
- 69.14 Completion occurs when the Electronic Workspace records that Financial Completion has occurred.
- 69.15 If Completion does not occur at the Completion Time, the parties must do all things reasonably necessary to effect Completion electronically on the same day or on the next business day.
- 69.16 No party is in default under this contract, if Completion does not occur at the Completion Time because a computer system operated by the NSW Land Registry Services, PEXA, the Office of State Revenue, the Reserve Bank of Australia or a Bank involved in the transaction is inoperative.
- 69.17 In the event that the computer system operated by the NSW Land Registry Services is inoperative at the Completion Time, the parties agree to proceed to Financial Completion notwithstanding the unavailability of electronic lodgement with the NSW Land Registry Services.
- 69.18 Each party must pay its own fees and charges in connection with the Electronic Completion including any fees and charges payable to PEXA or the NSW Land Registry Services.
- 69.19 To the extent there is any inconsistency between this clause 69, the Standard Form and any other clause of this contract, this clause 69 prevails over the Standard Form and any other clause to the extent of the inconsistency.

69.20 In this clause 69:

Access Device means:

- (a) each key and security device which enables access to the Property; and
- (b) written details of each code which applies in respect to any security system applicable to or which enables access to the Property.

Completion Time means the time of day on the Completion Date when the Electronic Completion is to occur, as nominated in accordance with clause 69.9 or otherwise agreed by the parties.

Conveyancing Transactions has the meaning given to it in the ECNL.

Digitally Sign has the meaning given to it in the ECNL.

ECNL means the Electronic Conveyancing National Law (NSW) as enacted in New South Wales by the *Electronic Conveyancing (Adoption of National Law) Act 2012* (NSW).

Electronic Completion means a settlement which is conducted using an ELN in accordance with the ECNL.

Electronic Workspace means a shared electronic workspace generated by the ELN.

ELN has the same meaning given to it in the ECNL.

Financial Institution means a financial institution as defined in section 3 of the *Cheques Act 1986* (Cth).

Financial Completion means the exchange of funds or value between the Financial Institutions in accordance with the instructions of the parties.

Participation Rules means the rules relating to the use of an ELN as determined by the registrar general under the *Real Property Act 1900* (NSW) pursuant to section 23 of the ECNL.

PEXA means Property Exchange Australia Ltd, being an electronic lodgement network operator.

Representative means a person who is either a legal practitioner or conveyancer and who has been appointed to act for a party in relation to transaction contemplated by this contract.

70. Foreign Resident Capital Gains Withholding

70.1 Definitions and interpretation

In this clause 70:

- (a) words defined or used in Subdivision 14-D of Schedule 1 in the Tax Act have the same meaning in this clause 70 unless the context otherwise requires;

- (b) a reference to a section of the Tax Act is a reference to a section of Schedule 1 in the Tax Act unless otherwise expressed;
- (c) **Clearance Certificate** means a certificate issued by the Commissioner of Taxation in accordance with section 14-220 of the Tax Act;
- (d) **Commissioner** means the Commissioner of Taxation;
- (e) **Representative** means a registered legal practitioner or conveyancer (as the case may be); and
- (f) **Withholding Amount** means the amount payable to the Commissioner in accordance with section 14-200 of the Tax Act or an amount varied under section 14-235 of the Tax Act.

70.2 Application

This clause 70 applies if the purchaser is required to pay the Commissioner a Withholding Amount because of the application of section 14-200(1) of the Tax Act.

70.3 Vendor's status

The Vendor is a foreign resident for the purposes of this clause 70 unless the Vendor gives the purchaser a Clearance Certificate before Completion. The specified period in the Clearance Certificate must include the actual date of Completion.

70.4 Vendor's obligation

The Vendor must provide the Purchaser with the following items:

- (a) all necessary information that the Purchaser requires in order to comply with the Purchaser's obligation to pay the Withholding Amount under section 14-200 of the Tax Act. This information must be provided to the Purchaser within 5 business days after receiving a request from the Purchaser. For this purpose, the Vendor warrants that the information the Vendor provides is true and correct; and
- (b) any Clearance Certificate or document evidencing a variation of the Withholding Amount in accordance with section 14-235(2) of the Tax Act before Completion.

70.5 Withholding amount

- (a) If the Vendor fails to provide a Clearance Certificate to the Purchaser before Completion, the Purchaser is irrevocably authorised to deduct the Withholding Amount from the balance of the price payable to the Vendor at Completion (**Balance Payable**).
- (b) If the Balance Payable at Completion is less than the Withholding Amount, the Vendor must pay the difference to the Purchaser at Completion.

70.6 Purchaser's obligations

- (a) The Purchaser must:

- (i) engage a Representative to conduct all the legal aspects of Completion, including the performance of the purchaser's obligations in this clause 70;
- (ii) as soon as reasonably practicable after Completion, procure its Representative to:
 - (A) pay, or ensure payment of, the Withholding Amount to the Commissioner in the manner required by the Commissioner and from the moneys under the control or direction of the Representative in accordance with this clause 70;
 - (B) promptly provide the Vendor with proof of payment; and
 - (C) otherwise comply, or ensure compliance, with this clause 70, despite:
 - (D) any contrary instructions, other than from both the Purchaser and the Vendor in writing; and
 - (E) any other provision in this contract to the contrary.
- (b) The Representative will be taken to have complied with its obligations in clause 70.6(a) if in the case of Completion being conducted through the electronic conveyancing system:
 - (i) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (ii) the Withholding Amount is included in the settlement statement requiring payment to the Commissioner in respect of this contract.

70.7 Penalties

The Purchaser is responsible for any penalties or interest payable to the Commissioner arising from the late payment of the Withholding Amount except to the extent that the penalty or interest arises from the Vendor failing to pay the Purchaser the amount of any difference as required under clause 70.5.

Schedule 1 Not used

Schedule 2 Not used

Schedule 3 Not used

Schedule 4 Grading and Fill Plan



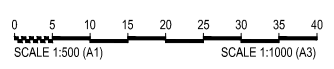
STAGE 6A

STAGE 6B

LEGEND

- CUT
- FILL
- $\times 0.192$ FILL DEPTHS (IN METRES)
- STAGE BOUNDARY
- EXISTING CONTOURS AT 1.0m INTERVALS
- DESIGN CONTOURS AT 0.5m INTERVALS
- RETAINING WALL

FOR CONTINUATION REFER SHEET 2



GOOGONG NH2
 PACKAGE 2 STAGE 6B
 LOT PRICING PLAN - SHEET 1

Schedule 5 Design and Construction Requirements



MULTI-UNIT DESIGN GUIDELINES



LOT 641 GOOGONG

JANUARY 2023

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INTRODUCTION

These Multi Unit Design Guidelines apply to **Lot 641 Googong**. They will form part of the sales contract for the lot.

The document is divided into five parts as follows:

Part A – General Information

Part B – Googong Design Approval Process

Part C – General Multi-Unit Design Guidelines

Part D – Site Specific Guidelines

Part E – Compliance Bond Requirements

Design Approval from the Googong Design Manager is required prior to applying for Development Approval. The mandatory Googong design approval process is detailed in Part B of this document.

For any questions regarding these Design Guidelines or the Design Approval process, please contact the Googong Design Manager on (02) 6230 0800.

PART A - GENERAL INFORMATION

A.1 THE URBAN CHARACTER OF GOOGONG

Googong is a master planned community with a permeable network of roads, paths and cycleways to create a more liveable township. The Googong Design Guidelines provide a robust set of design principles creating higher quality streetscapes and in turn a better neighbourhood. Open space links, tree lined streets and a structured approach to landscape design will help connect Googong common to the surrounding neighbourhoods creating a walkable and more environmentally sustainable Googong.

Googong's Neighbourhood centres provide opportunities for the community to engage within the Urban core areas and to enjoy the associated activities the centres provide. The centres are located within walking distance from the surrounding residential neighbourhoods, activating street frontages within the Township.

The town centre will become a vibrant residential, commercial and Community Hub with a rich fabric of built form made up of different housing typologies from low rise apartments, terraces to multi-unit style dwellings.

It will create a truly urban experience – with the ability to live within proximity to local shops and services with the Hilltop Reserve of Nangi Pimble rising to the South beyond.

Googong Town Centre has been planned to provide approximately 12,000m² – 15,000m² of retail and commercial space and will support a range of community, leisure and cultural uses as well as a wide range of residential accommodation including shop top housing, residential flat buildings and multi-unit housing.



A.2 OPEN SPACES AT GOOGONG

The Googong vision is to create a high quality, sustainable landscape with a distinctive character and diverse range of open space areas and facilities for the enjoyment and wellbeing of Googong Township's residents. This vision is predicated on a fundamental understanding of the sites opportunities and constraints and reflects the following:

- Formation of attractive, legible, safe, functional and sustainable streetscapes that encourage reduced car dependency;
- Water sensitive urban design principles applied throughout the neighbourhood;
- Utilisation of recycled water to sustainably irrigate the open space system;
- The establishment of special places to meet, relax, play, recreate and learn about heritage and ecological processes;
- The 'Celebration of Water' through interpretive and sculptural elements;
- The promotion of active lifestyles and respect for the environment;
- Preservation of the sites unique natural features;
- Re-establishment of lost indigenous ecologies; revelation and celebration of histories and heritage; and
- To integrate the principles of the Googong Public Art Strategy into the design of open space components.



A.3 ACCESS AND CIRCULATION

Googong will ensure a legible access system is established throughout the development that provides an elevated level of permeability and equitable access to that system for all.

Within the streets a network of bike lanes, bike paths and concrete footpaths establish an extensive circulation network for residents and visitors alike. In addition to this the open spaces of Googong will be fully connected to the street network via their own extensive networks of paths that will utilise concrete paths of varying widths and other more permeable surface finishes such as gravel / decomposed granite or bush tracks.



A.4 STREETScape PRINCIPLES

The street planting at Googong is a combination of exotic and native trees species and dryland grass verges. The street planting reflects the status of a street within the street hierarchy and the planning of Googong. The main streetscape finishes proposed will be as follows:

WELLSVALE DRIVE AND GORMAN DRIVE

These are the main avenues of Googong and link the whole township to the planned Town Centre, main entry off Old Cooma Road and the planned public and private schools at Googong. These streets will be defined by exotic trees, generous verges and sections of the roadways broken up by generous medians. In the case of Wellsvale Drive the median will be planted with exotic shrub and groundcover species. The median on Gorman Drive will be planted with Gum Trees and native shrub and understorey species to reinforce an evergreen spine running through Googong.

TOWN CENTRE STREETS

The main streets will be defined by exotic tree species. Groundcover planting is to be used in combination with street furniture to create attractive streets with pockets of public seating and outdoor cafe areas. Safe pedestrian crossing points shall be highlighted using planting, kerbs, signage, furniture, level changes and line marking. Incidental and interpretive art elements will be included within the streetscape to reflect cultural themes, integrated into signage, paving and street furniture. Feature paving, bins, seating and cycle parking will also be provided.

SUBURBAN STREETS

Within the residential areas, the planting has been zoned to create distinct character areas, with a combination of exotic / native and deciduous / evergreen species selected to ensure complimentary texture and form, provide summer shade, autumn colour and spring blossom. All street verges will be planted with dryland grass.



A.5 OPEN SPACE

Within Googong it is proposed to establish a network of open space areas that vary in size, form and function and will provide a variety of recreational and sporting experiences for the future residents of Googong. Within Googong the main open spaces include:

- **Googong Common** – which includes 8 sports fields, indoor sports centre, tennis centre, outdoor netball hub, community gardens, regional playground, 4 local parks, an extensive circulation path network, barbeque facilities and associated furniture.
- **Googong’s Main Entry (Old Cooma Road)** – which includes entry signage, sculpture, extensive tree planting and the establishment of bio-retention features that will aid in the filtering of Googong’s stormwater flows.
- **Googong Town Centre** – the main commercial area of Googong will incorporate a large lake that will create a major entry statement as well as perform stormwater and flood mitigation requirements for the development. Adjacent to the lake will be the main Civic Plaza of Googong that will feature the Googong Community Centre, urban seating solutions to allow the community to take advantage of public events and concerts, a water play park, sculptural elements, tree planting and extensive paved areas to allow residents and visitors to take advantage of lakeside.
- **Nangi Pimble** – Googong’s most prominent hill has been designed to ensure the retention of higher value trees.
On the hilltop and surrounding the reservoirs, it is proposed to establish habitat suitable for the Glossy Black Cockatoo. This habitat will also act to screen the water tanks from residential areas below. Additional native tree planting is proposed to provide shade along the new pathways.
- **Aprasia Conservation Area** – over 30 hectares of area dedicated to the protection of the resident Pink Tailed Worm Lizard population.
- **Neighbourhood Parks** – there will be five neighbourhood parks of a minimum 1 hectare in size within each of the planned neighbourhoods of Googong. These parks will typically become the focal point for each neighbourhood and will include play equipment, public art, extensive path system, furniture, lighting, signage, BBQ facilities and planting.
- **Local Park Network** – across the five neighbourhoods of Googong there will be a network of local parks that will ensure residents and visitors to Googong will have access to wide variety of open space experiences within close proximity to their homes.

PART B - GOOGONG DESIGN APPROVAL PROCESS

B.1 GENERAL APPROVAL INFORMATION

Prior to submission of a development application with the Queanbeyan-Palerang Regional Council, all development proposals require formal approval from the Googong Design Manager. The below design approval process provides an outline of necessary steps required during the design process.

Following formal approval from the Googong Design Manager, all design proposals will require development approval through the Queanbeyan-Palerang Regional Council (QPRC). The development application will be assessed against the Googong Development Control Plan (DCP) as well as any other DCP's and Local Environment Plans that may be applicable to the site.

This site is suitable for medium density housing which can be approved under a variety of planning pathways as follows:

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 (SEPP)

A New Low Rise Medium Density Code (Part 3B) has recently been included in the SEPP. Googong Township forms part of the area where the new code can be applied.

This will permit a development complying under the SEPP code to be approved by a private certifier including the ability to apply for strata subdivision (under Division 1 Part 6.1) or Torrens subdivision (under Division 2 Part 6.3).

GTPL recommends planning advice is sought if a CDC application is proposed.

Googong DCP Part 7

Medium Density Housing can be approved under the Googong DCP as;

- Small Lot Housing - being integrated development resulting in a torrens subdivision with or without a community scheme; or
- Multi Dwelling Housing - with a strata subdivision.

Any development proposed on lot/s must comply with the applicable Googong Design Guidelines (this may include multi-unit guidelines, general residential guidelines etc depending on the proposed multi-unit or subdivision strategy for the lot).

It is strongly recommended that preliminary discussions with the Queanbeyan-Palerang Regional Council be undertaken prior to commencement of designs in addition to a review of the Googong Development Control Plan and any other relevant QPRC planning documents.

B.2 GOOGONG MULTI-UNIT DESIGN APPROVAL PROCESS

In order to ensure a smooth and timely approval process with the Googong Design Manager, the following design approval process is suggested. Please note that the below design approval process includes both recommended and mandatory approval processes. The process has been divided into 3 main stages:

1. Pre-Design Stage
2. Design Stage
3. Googong Design Manager Approval Stage

1. PRE- DESIGN STAGE

ITEM 01	Contact Queanbeyan – Palerang Regional Council to obtain information relating to the development application approval process including obtaining all relevant DCP's, LEP's and any other necessary planning guidelines.	
ITEM 02	Contact Googong Design Manager to discuss any queries relating to the Multi-Unit Design Guidelines as well as obtain any relevant site information available.	
ITEM 03	Review Googong Multi-Unit Design Guidelines as well as Googong Development Control Plan and any other necessary control plans from the Queanbeyan-Palerang Regional Council.	

2. DESIGN STAGE

ITEM 01	Following completion of initial concept designs, arrange a concept design meeting with the Googong Design Manager. Provide the following concept plans to the Googong Design Manager prior to the concept design meeting: <ul style="list-style-type: none"> - Site Concept Plan (including basic floor plans and setbacks) - Basic streetscape elevations and/or 3D images. 	MANDATORY
ITEM 02	Attend concept design meeting to discuss the proposed design. The Googong Design Manager will provide feedback on the proposed design concepts.	MANDATORY
ITEM 03	Attend pre-lodgement meeting with Queanbeyan-Palerang Regional Council to obtain any feedback that they may have on the proposed concept designs.	

3. GOOGONG DESIGN MANAGER APPROVAL STAGE

ITEM 01	<p>Submit the below required set of drawings and information to the Googong Design Manager for approval prior to the submission of the development application with Queanbeyan-Palerang Regional Council. Information required to be submitted for Googong Approval includes:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Site Plan (1:200 scale) <input type="checkbox"/> Floor Plans of all levels (1:100 scale) <input type="checkbox"/> All Building Elevations (1:100 scale) <input type="checkbox"/> Rear laneway garage/carport frontage elevations (1:100/1:200 scale) <input type="checkbox"/> Streetscape Elevations including proposed materials / finishes (1:100 / 1:200 scale) <input type="checkbox"/> Sections (1:100 scale) <input type="checkbox"/> Roof Plans (1:100 scale) <input type="checkbox"/> Landscape Plan (1:100 / 1:200 scale) <input type="checkbox"/> Retaining Wall/Benching Plan (1:200 scale) <input type="checkbox"/> Fencing Plan (1:200 scale) <input type="checkbox"/> External Materials and Finishes Schedule <input type="checkbox"/> Waste Enclosure Details (1:50 scale) <input type="checkbox"/> Letterbox and Fencing Details <input type="checkbox"/> Basix Energy Report for each dwelling 	MANDATORY
ITEM 02	Obtain stamped approved drawings and signed Design Approval Checklist form (as below) from Googong Design Manager.	MANDATORY
ITEM 03	Submit Stamped approved drawings from Googong Design Manager to the Queanbeyan-Palerang Regional Council along with all other required development application information to obtain QPRC Approval.	MANDATORY

B.3 GOOGONG MULTI-UNIT DESIGN APPROVAL CHECKLIST



Drawings and information requirements to be submitted to Googong Design Manager for approval prior to submission of a Development Application (DA)

- Site Plan (1:200 scale)
- Floor Plans of all levels (1:100 scale)
- All Building Elevations (1:100 scale)
- Rear laneway garage/carport frontage elevations
(1:100/1:200 scale)
- Streetscape Elevations including proposed materials / finishes (1:100 / 1:200 scale)
- Sections (1:100 scale)
- Roof Plans (1:100 scale)
- Landscape Plan (1:100 / 1:200 scale)
- Retaining Wall/Benching Plan (1:200 scale)
- Fencing Plan (1:200 scale)
- External Materials and Finishes Schedule
- Waste Enclosure Details (1:50 scale)
- Letterbox and Fencing Details
- Basix Energy Report for each dwelling

Googong Design Manager Approval

Name:

Date:

Signed:

PART C - GENERAL MULTI-UNIT DESIGN GUIDELINES

INTRODUCTION

The Googong Multi-Unit Design Guidelines include a number of main elements that are considered important in ensuring that the built form of multi-unit developments within Googong are consistent and positively contribute to the Googong neighbourhood character. Please note that these design guidelines must be read in conjunction with Googong DCP Part 7 for general multi-unit design general controls as well as the NSW Low Rise Medium Density Design Guide.

The main design elements outlined in these guidelines includes the following:

Part C.1	Built Form
Part C.2	Building Frontages
Part C.3	Articulation
Part C.4	Levels / Topography
Part C.5	Garage / Carport Built Form
Part C.6	Roof Form
Part C.7	Corner and Rear Elevation Treatment
Part C.8	Driveways / Parking
Part C.9	Fencing / Boundary Treatment
Part C.10	Materials and Colours

C.1 BUILT FORM

The built form of all multi-unit developments is to reflect a high quality, well articulated completed product with thoughtful material use and scale. Main elements contributing to the street frontage built form include the following requirements:

- Dwelling entry points to be clearly identifiable from the main street (or public open space frontage if applicable). Entry points to be recessed by minimum 1m and include a minimum 1.5m overhead covering to the main entry point of each dwelling.
- Overall street frontage massing is to be considered. Continuous lengths of street or open space frontage without relief of the built form is not permitted. A maximum of 12 dwellings is allowable prior to providing a clear break in the overall built form.
- Where a break in the building frontage is proposed, the side return facades are to be articulated and well considered as they will be visible from the main frontage. A change in building materials around main corners visible from the street is not permitted.
- Large blank parapet walls will not be permitted on the main frontages. Articulation and varying material use is required to avoid large, monotonous wall planes.
- A mix of materials is required to all facades of built form to create variation and scale appropriate to Googong.
- Windows and balconies overlooking streets and/or open space frontages is encouraged to create articulation and interaction with the main frontage of multi-unit developments.
- Living spaces are to front streets and/or open spaces.
- Laneway frontages from side streets are to be well considered as they will be highly visible. Items such as waste enclosures, driveway entry points, sides of garages, parking spaces, surveillance units and the like are to be well considered and integrated into the overall built form of the development.
- Surveillance units must be provided at the ends of laneways to address secondary street frontages, visually conceal garages / laneways and provide surveillance. Entry access to surveillance units must address secondary street frontages.
- Where 3 storey development is allowed and proposed, the massing of the built form is to have a Base–Middle–Top composition with:
 - A solid base element to the ground floor and any street frontage.
 - A middle component main façade and plane transition to ground that provides visual interest to the street with articulation elements of fenestration/openings, projections, balconies and sun screening devices.

- A simple light weight form for the third storey element (when used) which should be read in unison with the roof form to the top.

Any variation to the above may be considered at the discretion of the Googong Design Manager.

In relation to overall built form and character, the following elements are considered to be inappropriate and therefore not permitted at Googong:

- Facades with monolithic colour and materials **are not permitted.**
- Elements portraying Federation and other traditional styles **are not permitted.**
- Applied and clearly 'stuck on' elements **are not permitted.**
- Large areas of flat wall without punctuation or articulation **are not permitted.**
- Facades that are made up of mixed architectural styles **are not permitted.**



C.2 BUILDING FRONTAGES

Buildings are required to address the main front street, open space frontage and secondary side streets in the following ways to establish a high quality interface between the public and private domain: :

- Utilise north facing Living Areas with courtyards and balconies when orientation permits.
- Provide Living Areas to main street and / or open space frontages for surveillance and encourage utilisation of front courtyard spaces.
- All dwellings to have clearly identifiable and separate building entry points from street and / or open space frontages.
- Provide articulation to all street / open space frontages.
- Provide front fencing and usable landscaped courtyards to all street and / or open space frontages.
- The finished ground floor level of all dwellings are to sit above the adjacent street and / or open space frontage levels to enable positive interaction between the public and private domains. This also provides passive surveillance of frontages, whilst retaining privacy.
- No service elements are to be located on the main street and / or open space frontages including clotheslines, A/C units, water tanks and the like.
- Where screening of waste enclosures and the like are visible from secondary street frontages, these are to be located a minimum of 1m behind the main building line along that frontage. Screening is to be softened by planting facing secondary street frontages.
- Note varying main front setback dependant upon the location of principal private open space.

C.3 ARTICULATION

All frontages to multi-unit buildings are to be articulated with varied projections and indentations to provide visual interest to all sides of the building. Particular articulation elements include the following requirements:

- Entry points to each dwelling must be clearly identifiable from the main street and / or open space frontage and are to be recessed by minimum 1m from the main building line and include a minimum 1.5m overhead covering to the main entry point of each dwelling.
- Balconies to main frontages are encouraged and are to be minimum 1m deep, lined underneath and should incorporate a covered element such as roof, awning, hoods or pergola frame.
- Main frontages should introduce elements such as entry canopies, porches, verandah's, shading elements and the like to provide visual interest.
- To emphasise varied projections and indentations to main frontages, the following minimum recess / projection dimensions are required:
 - Window awnings and shading elements: 600mm
 - Balconies: 1000mm
 - Step in façade / material use changes: 600mm
 - Main Entry point recess: 1000mm.
- Variance from the above dimensions may be assessed on architectural design merit at the discretion of the Googong Design Manager.



C.4 LEVELS / TOPOGRAPHY

It is important that multi-unit developments reflect the topography of the site and correspond with the adjoining public footpath, street and open space levels in accordance with the following requirements:

- The finished ground level of dwellings along main street and/or open space frontages is to step to reflect the adjacent footpath, street level.
- Long frontages that continue at the same ground floor level are not acceptable if the adjoining natural ground level is sloped. This is to avoid excessive cut and fill across the site.
- The finished ground floor level of all dwellings is to sit *above* the adjacent street and / or open space frontage levels to enable positive interaction between the public and private domains. This also provides passive surveillance of frontages, whilst retaining privacy.
- The transition from the street and/or open space level from the front gate or boundary to the ground floor level of any dwelling shall not exceed 1m.
- Where any cut is required due to site topography, this shall be a maximum of 1m.
- Any variance to the above may be assessed on architectural merit at the discretion of the Googong Design Manager.

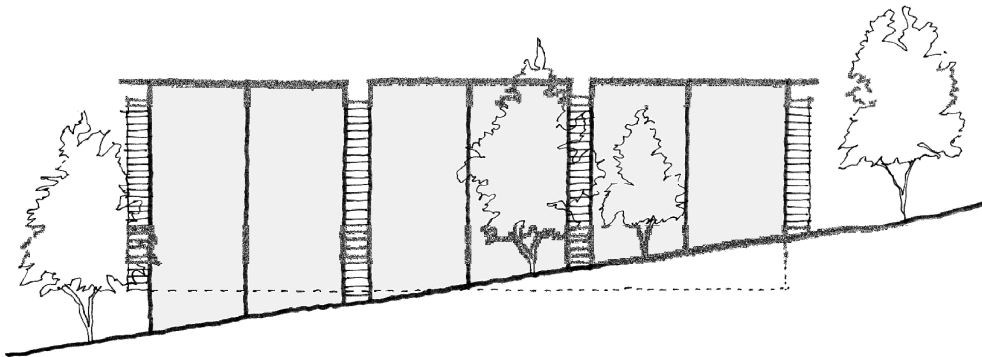


FIGURE 1 - BUILDING FORM DOES NOT REFLECT TOPOGRAPHY – NOT PERMITTED

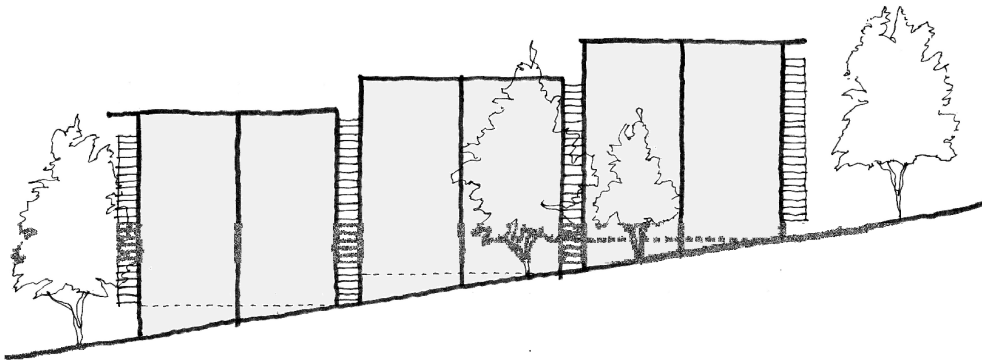


FIGURE 2 - BUILDING FORM DOES REFLECT TOPOGRAPHY – PERMITTED

C.5 GARAGE / CARPORT BUILT FORM

All covered parking spaces are to be considered and integrated into the overall building design as these elements will be visible from adjoining properties and street frontages. The following guidelines are required to ensure that garages and carport designs are well considered:

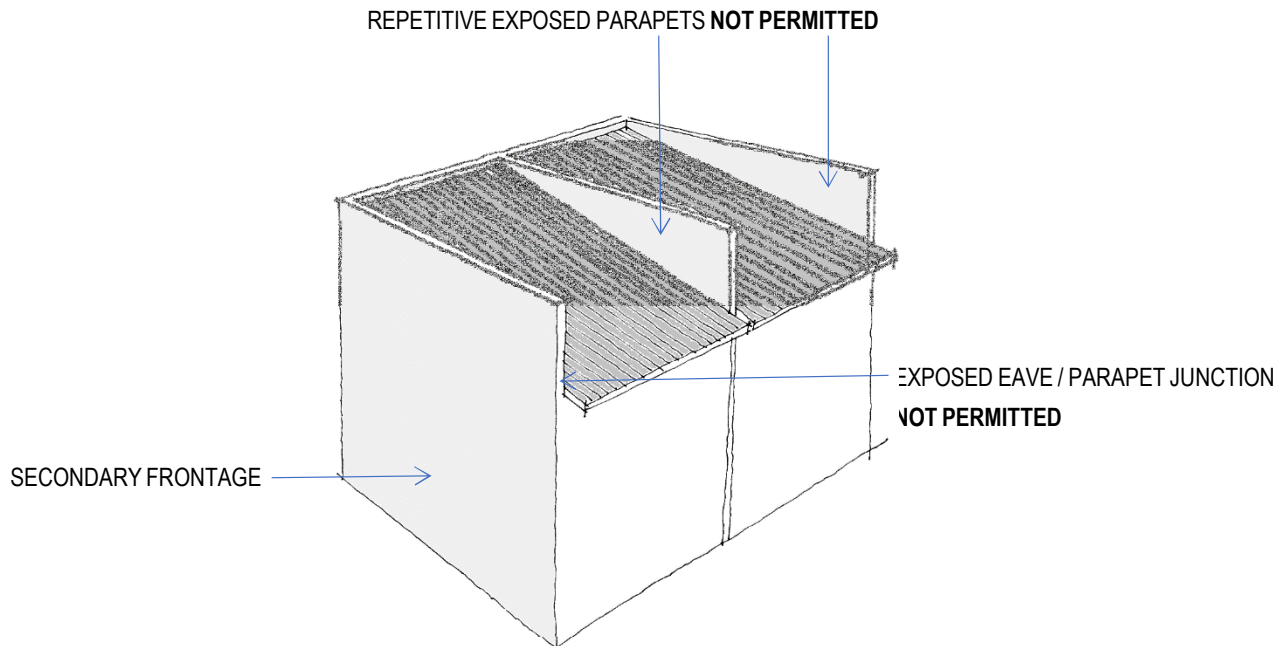
- All garages are to be constructed in materials to match and complement the main dwellings within the development.
- Continuous runs of garages and/or carports are not permitted without the following items being integrated into the design:
 - Stepping between adjacent garage/carport frontages (minimum step of 600mm) to create larger landscape zones within the driveway between garages / carports.
 - Mixture of garage and carport structures to avoid monotonous frontages.
 - Variation of materials to provide interest.
- No more than 3 identical garages/carports shall occur continuously without a step in the frontage and/or change in material.
- Gaps between garages are encouraged to create additional landscape zones to the main driveway.
- Surveillance units are to be provided at each end where laneways run through the site to provide surveillance of the laneway and a defined frontage to side streets.
- Garage / carport roof forms should complement the main dwelling built forms.
- Garage / carport doors and entry point locations should be considered to allow for grading of driveways as well as the incorporation of landscaping zones to the driveway.



C.6 ROOF FORM

The roof elements for multi-unit developments are an important aspect of contributing to the overall building design. Roof design of multi-unit developments require the following:

- Continuous long lengths of unarticulated roofing are not permitted.
- No reflective roof materials are permitted.
- Where expressed eaves are proposed to skillion, hipped or gable roof forms, the eaves width shall not be less than 600mm
- Gutters and downpipe locations are to be carefully considered. Downpipes and gutters to main street and/or open space frontages are discouraged unless these are concealed or carefully incorporated into the façade design.
- Where gutters / eaves are located on the rear of the building, consideration must be given to the appearance from the rear and secondary frontages. A continuous run of exposed parapets that separate dwellings and run parallel to the rear of the building will not be permitted unless thoughtfully detailed at each junction.
- Where parapets are proposed, careful consideration must be given to how parapets return around corners and how they are viewed from all sides. Parapets must fully conceal the roof and eaves from the main frontage as well as return along secondary frontages on all building levels.
- Where parapets run along secondary street frontages, careful consideration must be given to ensure the rear gutter / eave is well concealed from all secondary frontages.



C.7 CORNER AND REAR ELEVATION TREATMENT

The corner treatment of multi-unit developments is an important design element as corners become highly visible from all street frontages. Design accentuation is required to mark the corners of multi-unit buildings and the built form of corners should be addressed in the following ways:

- Built close to the boundary to provide a strong definition to the corner.
- Step up in building form to reinforce the corner.
- Wrap around or provide a feature element through material use and design.
- A change in building materials or colours around primary and secondary frontage corners is not permitted.
- Feature horizontal articulation elements that wrap around main corners such as balconies, awnings and the like, is encouraged.
- Where a break between dwellings in the main building frontage is proposed, the side return facades are to be articulated and well considered as they will be visible from the main frontage. A change in building materials or colour around corners in the break between dwellings is not permitted.

Rear elevations are to be thoughtfully designed as they become highly visible from the secondary street frontages, which are often main access routes throughout Googong. The built form of rear elevations should be addressed in the following ways:

- The intersection between secondary frontages and rear elevations is to be thoughtfully considered on all floor levels. Where a change in material is proposed, this is to be expressed with a feature blade wall or the like.
- Long continuous runs of the same material is not permitted on the rear elevation.
- The rear façade is to be articulated on all levels with elements such as the following:
 - Window awnings and shading elements
 - Steps in the rear façade
 - Material use changes
 - Variation in window sizes

C.8 DRIVEWAYS / PARKING

Vehicular access and parking is to be considered as a key design element and site planning criteria in the design of multi-unit developments. The visual impact of access and parking from the street is to be minimised. The following requirements relate to driveways and parking areas:

- A maximum of 2 common vehicular access points to shared parking is to be provided to each multi-unit site.
- Driveway entry / exit points are to be discreetly located and well landscaped.
- Common driveway and carparking areas are to be well landscaped, with the opportunity for mature tree growth within deep soil planting areas to provide a high quality visual amenity for residents.
- Where driveways and open parking spaces are located adjacent to a boundary, sufficient space for planting is to be provided between the driveway/parking space and boundary. This landscape zone can vary to provide opportunity for differing plants/tree species, however should be a minimum of 1m.
- Landscape relief zones between garage/carport openings is encouraged to minimise the visual impact of driveway surfaces.
- Variation in driveway surfaces is encouraged to reduce the visual impact of driveway surfaces.
- Any visitor parking is encouraged to be on-street if possible to minimise hard surface parking on the site. This will be subject to council approval and discussion with the Queanbeyan-Palerang Regional Council should be undertaken during the design stage to confirm viability of off-site visitor parking.
- Where undercroft parking is visible from the street, a maximum of 1.0m high is permissible between the footpath & the top of the parking structure.
- Where undercroft parking is visible from the street, provide a minimum of 1.5m set back from the front boundary with quality landscaping and high quality screening to the undercroft area.
- Where service areas within the driveway / parking zones are proposed (such as waste storage areas and the like), these are to be discreet and visually screened from street frontages with both built elements that are consistent with the overall development built form and material use, and well as landscaping.

C.9 FENCING / BOUNDARY TREATMENT

The following guidelines relate to two main types of fencing that will be incorporated into multi-unit developments: These fence types include:

- Primary frontage and general street facing fencing; and
- Side and rear fencing between dwellings
- Side fencing visible from main frontages.

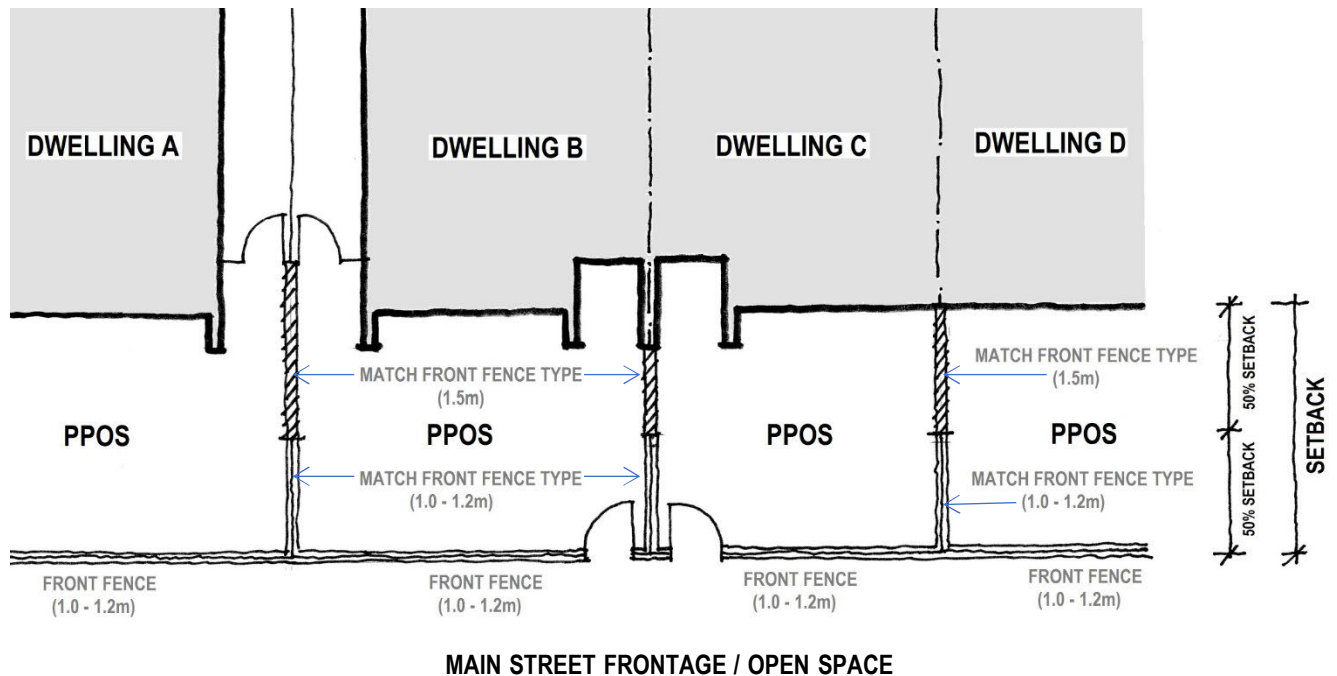
PRIMARY FRONTAGE AND GENERAL STREET FACING FENCING

A vertical edge, which shall incorporate (at a minimum), a combination of high quality fencing made up of both solid and transparent elements and or hedging, must be provided and located on the boundary along primary and secondary street frontages to define the interface between private and public realms.

Retaining walls and planter boxes can also be incorporated into the fencing and planting to form an integrated edge. The following guidelines relate to primary frontage and general street facing fencing:

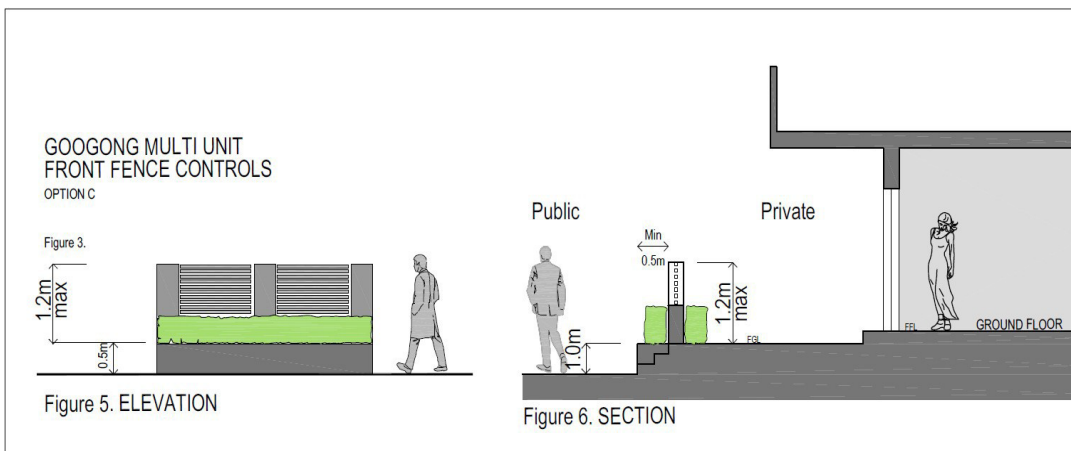
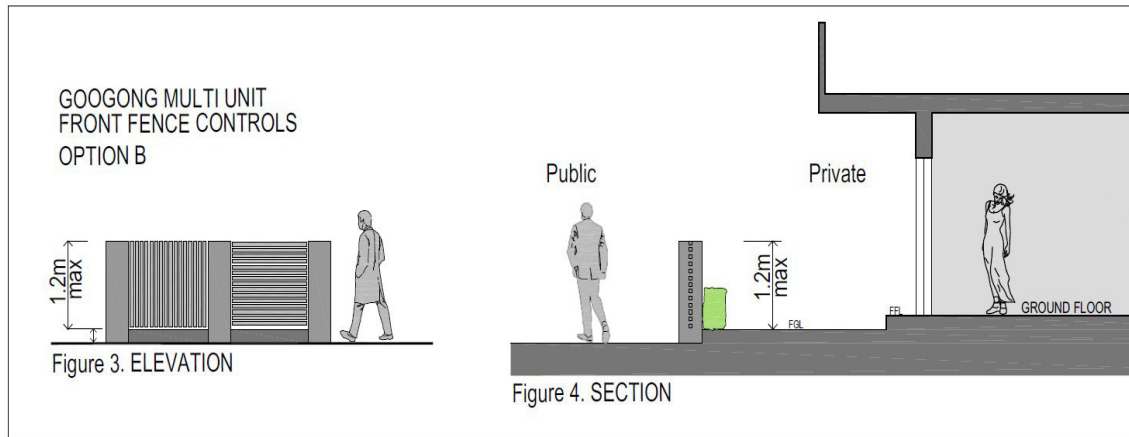
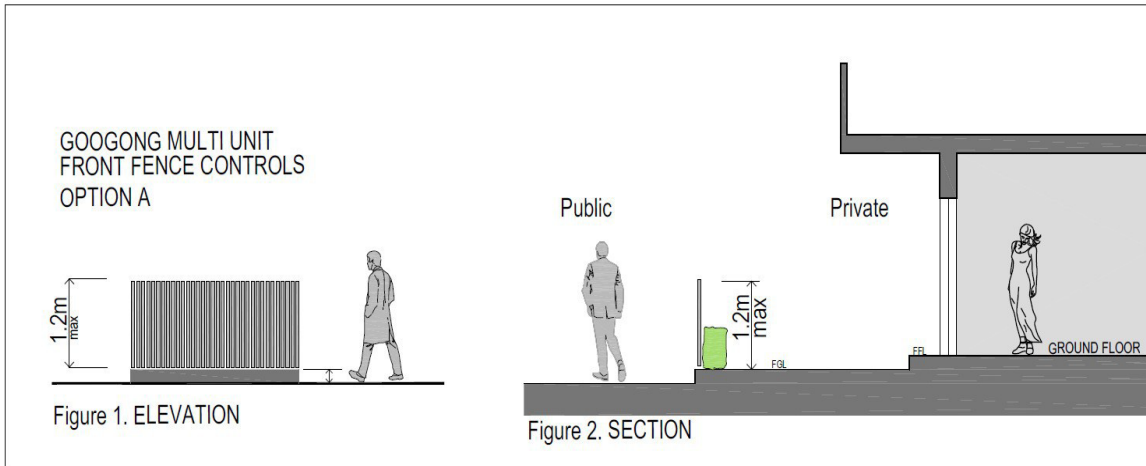
- Front fencing must be between 1000mm to 1200mm high.
- Solid sections of fencing up to 1800mm high to screen waste containers are permitted. The length of the solid fencing is not to be more than 2m in length.
- Front fencing must be aluminium of high quality/durability and be partially transparent to support passive surveillance of the street. Vertical or horizontal slats may be used. Refer to figures 1 & 2, 3 & 4.
- The design and the appearance of the fence must complement and be integral with the design of the unit development.
- Fencing may be used in combination with walls and piers of face brickwork, stone, rendered and painted masonry, slats and planting of hedge species. Refer to figures 5 & 6.
- Low quality style fencing such as chain link, standard Colorbond, pool type fencing, raw treated pine / paling fencing is not permitted.
- Retaining walls and low garden walls along street frontages are to be stone, stone faced or rendered masonry. Architectural style Split face blocks may be used. The maximum height of the retaining wall is not to exceed 1000mm. Timber sleepers or cement look-a-like sleepers and any prefabricated walling systems are not permitted along street frontages.

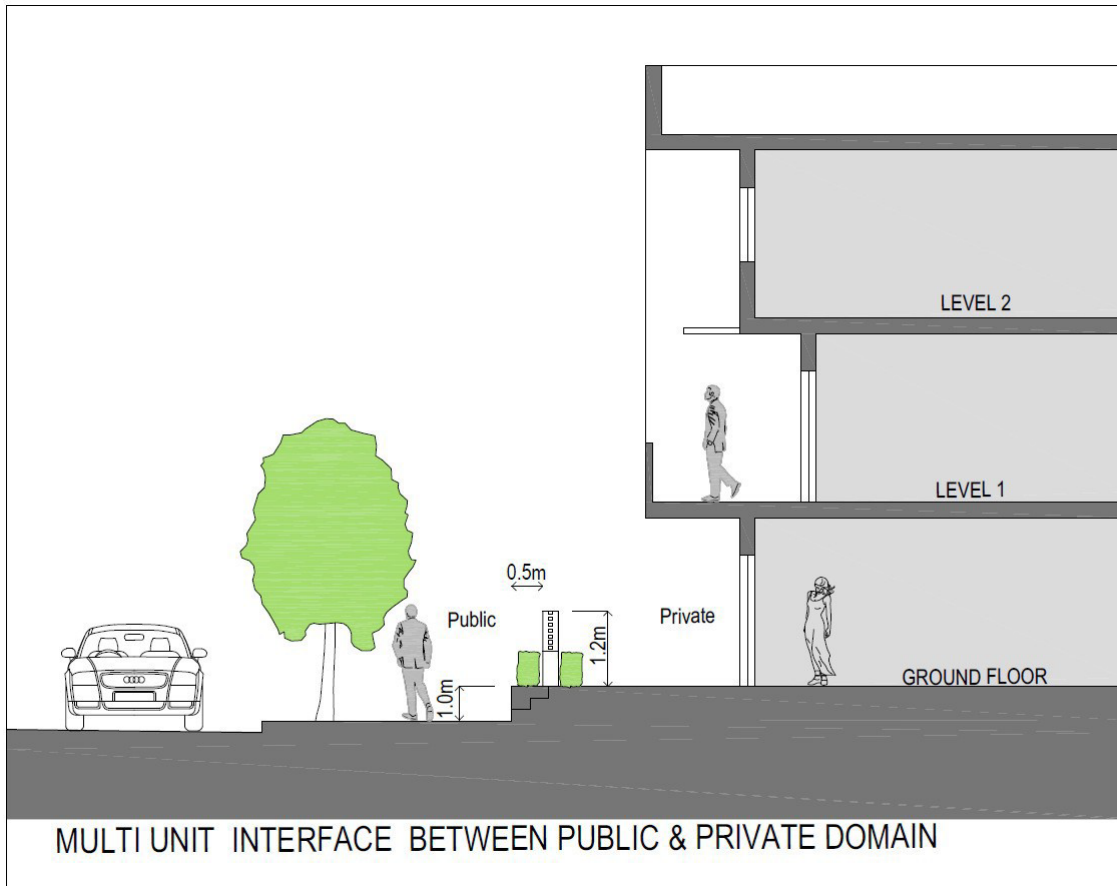
- Letter box designs must be integrated with the front fencing. Details of letter box designs must be submitted for approval. Standalone metal letter boxes or prefabricated off the shelf letter boxes are not permitted.
- Where PPOS areas are located on the main street and/or open space frontage, the side fencing that separates adjacent PPOS areas is to be as follows:
 - The front 50% of the front setback dimension to be in a fencing material to match the adjacent front fencing.
 - The front 50% of the front setback dimension is to be in a height to match the adjacent front fencing (i.e 1.0 – 1.2m height).
 - The remaining 50% of the front setback dimension is to be in a fencing material to match the adjacent front fencing.
 - The remaining 50% of the front setback dimension is to be constructed at a height of 1.5m to provide privacy.



(Note: Variations to the above may be considered at the discretion of the Googong Design Manager)

Multi Dwelling Housing (MDH) sites will be required to establish a high quality interface between the public and private domain. The following diagrams illustrate front fencing options. An individual option, or combination of the below options may be utilised to establish the front boundary.





SIDE/REAR FENCING BETWEEN DWELLINGS

Side or rear fencing that is not visible from the street must be located at least 1m behind the building line. Side or rear fencing that is not visible from the street and separates dwelling courtyard / open space areas is to be the following:

- Timber paling lapped and capped fencing
- Colorbond 'Woodland Grey' if a metal fence is specified.
- Maximum height of 1.8m.

C.10 MATERIALS AND COLOURS

The materials palette for multi-unit developments is to be of high quality and durability. As part of the Googong Design Manager approval process, an external materials schedule as well as elevations identifying the location of material is required. The following overall guidelines apply to material use:

- A range of high quality external materials is required.
- Large sections of colorbond or lightweight cladding are not permitted.
- No decorative details or stuck on applied elements are permitted.
- The underside of all articulated projections to main street frontages including balconies, porches, eaves and the like must be lined. Consideration must be given to lining the underside of projection elements in the same material as the vertical surface above the projection.
- The use of lightweight materials should be avoided at the lower level, with a preference for more solid elements at the base of the built form.
- Where a vertical or horizontal change between building materials occurs on an external facade, a step in the external surface between materials is required.
- Where face brickwork proposed, only one brick type for any building element is permitted.
- Where face brickwork is proposed, single colour bricks with smooth face surface is required. No combination or mixes of brickwork is permitted on a facade element.
- Bricks with hearting, frit and shiny surfaces and rumbled bricks with rough edges are not generally permitted. No sandstock bricks will be permitted.
- Roof materials shall generally be metal or flat profile tiled roofs.
- All roofs shall be single colour - no variation in roof colours is permitted.
- Very dark / black roofs and very light / bright or highly reflective roofs are not permitted.
- Balustrades should integrate with the material and colour scheme of the overall development.
- Front fencing and any screening of service elements must be done in a material that matches or complements the material and colour scheme of the overall development.

- Strong contrasting colours and/or the use of strong primary colours should be avoided unless considered essential to the overall building design. Colour selections will be assessed on merit at the discretion of the Googong Design Manager.

Any variations to the above materials and colour requirements may be considered at the discretion of the Googong Design Manager.

PART D - SITE SPECIFIC GUIDELINES

The below guidelines are to be read in addition to the above Multi-Unit Housing Design Guidelines and are specific to **Lot 641**. Where there is a discrepancy between the below site-specific guidelines, and the above Multi- Unit Housing Guidelines, the below site-specific guidelines will take precedence. Any departure from these guidelines will need to be reviewed by Googong Design Co-ordinator and there is no guarantee it will be accepted.

The site-specific guidelines associated with this lot include the following guidelines:

- Maximum cut and fill for the site to establish finished ground floor levels is to be 1000mm.
- Maximum height of any retaining walls on the site to be 1000mm.
- The built form is to consider solar access whilst addressing the main frontages along Glenrock Drive, Wellsvale Drive and Edward Drive.
- The overall siting design must incorporate visual breaks in the building frontage along Wellsvale Drive to break up the overall built form and provide landscape relief in between built elements. A minimum of three separated built elements must be provided along the Wellsvale Drive frontage with landscape relief between built forms suitable for deep root tree planting.
- The north-eastern and north-western frontage of the site (at the intersection of Wellsvale Drive and Edward Drive, and Wellsvale Drive and Glenrock Drive) must incorporate a strong architectural built form to provide strong architectural definition to the corner. Refer to Part C7 of this document for corner treatment guidelines.
- Wellsvale Drive street frontage must be minimum 3 storeys in height.
- Glenrock Drive street frontage must be minimum 4 storeys in height.
- Frontages facing Wellsvale Drive must include articulation elements. A minimum of 50% of the street frontage must be articulated by balconies with a minimum 1800mm depth.
- Where shared building entry points are proposed, they must be clearly identifiable from the street frontage of the building.
- Maximum number of driveway entry/exit points are 3, which are to be located along Edward Drive or Calthorpe Street. No driveway access is permitted off Wellsvale Drive or Glenrock Drive
- No garage doors or carports are to face Wellsvale Drive or Glenrock Drive.
- Driveway entry/exit points are required to be well designed and include landscaping, screening and the like to reduce the visual impact of driveways. If the side of garages or carports are visible from Wellsvale Drive or Glenrock Drive, they must be articulated and constructed of the same materials as the main building to ensure a cohesive design outcome. They must be well landscaped and screened to reduce their visual impact from the Wellsvale Drive or Glenrock Drive frontage.
- All required onsite parking solutions must be integrated with the overall building design. Any driveways and surface parking on site must be well landscaped with various surface treatments to minimise the visual impact of hard surfaces across the site. Basement parking is encouraged to minimise the visual impact of driveways / garages / carports across the site.
- Waste enclosure structures must be visually screened from Wellsvale Drive and Glenrock Drive. Waste structures must be consistent with the built form and material used in the overall building design.

- Communal Open Spaces must be provided on the site for the use of residents. Communal open spaces must incorporate a mixture of hard and soft landscape elements, spaces for recreation (both covered and open) as well as spaces for deep root tree planting. Communal open spaces must be clearly separated from driveway and parking areas.
- Lot 641 is a Googong entry gateway site. To ensure the site integrates into the adjacent residential precinct the material and colour palette shall comply with the material and colour palette included in the Googong Central Design Guidelines.
- The overall landscape design of the site must be undertaken by a qualified landscape architect who is listed on the QPRC Landscape Consultant Register.
- Ground Floor level units fronting Glenrock Drive must at a minimum be designed to be commercially adaptable if commercial tenancies are not proposed.
- Dwellings along Wellsvale Drive and Glenrock Drive should be designed to address the street frontages with no large blank walls.
- The landscape design along Glenrock drive must consider public and commercial use
- The finished ground floor level of all dwellings fronting a public street must sit above the immediate adjacent verge / footpath level.
- Wellsvale Drive and Edward Drive frontages: Courtyard walls fronting Wellsvale Drive and Edward Drive must be set back a minimum 700mm from the front boundary. The length of courtyard walls set at the minimum setback is 10m, an increased setback of 1500mm must be provided for a minimum of 4m. Within this increased setback a tree and shrub/ground covers shall be planted from the planting table below.

Where the courtyard wall is positioned at the minimum 700mm setback a shrub planting shall be provided between the courtyard wall and the front boundary from the planting table below.

Courtyard walls shall be constructed of face masonry, rendered masonry, and aluminium fencing consistent with the development facades. No timber or colorbond fencing is permitted. Courtyard walls fronting a public street should maintain a minimum of 40% transparency.

Planting table:

Area	Tree species	Ground cover species	Shrub species
Required planting			
Wellsvale Drive minimum 700mm setback in front of courtyard fence			<ul style="list-style-type: none"> • Rosa 'Flower Carpet White' • Nandina domestica 'Gulf Stream' • Hebe 'Inspiration'
Wellsvale Drive minimum 1500mm setback in front of courtyard fence	<ul style="list-style-type: none"> • Prunus cerasifera 'Oakville Crimson Spire' 	<ul style="list-style-type: none"> • Juniperus conferta • Rosmarinus lavandulaceus 	<ul style="list-style-type: none"> • Rosa 'Flower Carpet White' • Nandina domestica 'Gulf Stream' • Hebe 'Inspiration'
Advisory planting			
Wellsvale Drive grass setback	<ul style="list-style-type: none"> • Acer x freemanii 'Jeffersred' 		

Wellsvale Drive inside front courtyard fence	<ul style="list-style-type: none"> • Pyrus Capital • Lagerstroemia 'Purple Magic' • Liquidambar styraciflua 'Slender Silhouette' 		
Glenrock Drive grass setback	<ul style="list-style-type: none"> • Acer x freemanii 'Jeffersred' 		
Glenrock Drive potential gardens in front of courtyard fence	<ul style="list-style-type: none"> • Prunus cerasifera 'Oakville Crimson Spire' 	<ul style="list-style-type: none"> • Juniperus conferta • Rosmarinus lavandulaceus 	<ul style="list-style-type: none"> • Rosa 'Flower Carpet White' • Nandina domestica 'Gulf Stream' • Hebe 'Inspiration'
Glenrock Drive inside front courtyard fence	<ul style="list-style-type: none"> • Pyrus Capital • Lagerstroemia 'Purple Magic' • Liquidambar styraciflua 'Slender Silhouette' 		

PART E - COMPLIANCE BOND REQUIREMENTS

ENSURING THE GUIDELINES WILL BE IMPLEMENTED

To ensure compliance with the Googong Multi-Unit Design Guidelines, purchasers will be required to pay a refundable 'Compliance Bond' of \$20,000 at the time of settlement of the lot as noted in the Contract for Sale

The conditions for refund of the Compliance Bond are as follows;

- Design Approval from the Googong Design Co-ordinator prior to Development Approval.
- No changes to the exterior of the built form or front landscaping, including colours, materials, plant sizes and landscape specifications, after Googong Design Approval, unless authorised by the Googong Design Co-ordinator.
- Your development including all landscaping and boundary treatment have been built in accordance with the Googong Multi-Unit Design Guidelines.
- All verges must be clear of any building or landscape materials and grassed.
- Any damage to the surrounding public domain areas including streets, street trees, footpaths, kerbs, verge, services and adjoining land caused by the construction works has been rectified. These areas become council assets and must be undamaged.
- The construction and completion of the development was within the specified time periods as detailed in your contract.

CLAIMING YOUR COMPLIANCE BOND

- Once you have completed all works in accordance with your approved plans, you may apply for your compliance bond refund. Contact the Googong Design Co-ordinator to request the bond claim forms.

To ensure compliance with the Multi-Unit Design Guidelines you will need to pay a refundable 'Compliance Bond' of \$20,000 at the time of settlement.



MORE INFORMATION

For further details contact:

The Googong Design Co-ordinator

Googong Township Pty Ltd
64 Allara Street Canberra City

Phone: 02 6230 0800

Email: enquiries@googong.net

googong.net

Schedule 6 Caveat