

Disclosure Statement – Off the Plan Contracts

This is the approved form for the purposes of s66ZM of the Conveyancing Act 1919.

VENDOR	Googong Township Pty Limited ACN 154 514 593
PROPERTY	Lot 2380, Stage 3B, Neighbourhood 3, Googong NSW 2620
TITLE STRUCTURE	
Will the lot be a lot in a strata scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Will the lot also be subject to a Strata Management Statement or Building Management Statement?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Will the lot form part of a community, precinct or neighbourhood scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, please specify scheme type:

DETAILS					
Completion	Clause 36		Refer to clause(s):	Clause 36	
Is there a sunset date?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Can this date be extended?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Refer to clause(s):	Clause 37
Does the purchaser pay anything more if they do not complete on time?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Clause 9 Clause 39 interest on delayed completion and notice to complete fee.		
Has development approval been obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Development Approval No:	DA.2021.1549		
Has a principal certifying authority been appointed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details:	Queanbeyan-Palerang Regional Council		
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Clause 37 - Completion of this contract is subject to and conditional on the satisfaction of the Conditions Precedent		

ATTACHMENTS *(s66ZM(2) of the Conveyancing Act 1919)*

The following prescribed documents are included in this disclosure statement *(select all that apply)*.

- | | |
|---|--|
| <input checked="" type="checkbox"/> draft plan | <input type="checkbox"/> draft community/precinct/neighbourhood/management statement |
| <input checked="" type="checkbox"/> s88B instrument proposed to be lodged with draft plan | <input type="checkbox"/> draft community/precinct/neighbourhood/development contract |
| <input type="checkbox"/> proposed schedule of finishes | <input type="checkbox"/> draft strata management statement |
| <input type="checkbox"/> draft strata by-laws | <input type="checkbox"/> draft building management statement |
| <input type="checkbox"/> draft strata development contract | |

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:1163207
date of completion	The date specified in clause 36 (clause 15)	
Land (address, plan details and title reference)	Lot 2380, Stage 3B, Neighbourhood 3, Googong NSW 2620 Lot 2380 in an unregistered plan (copy attached) being part of Lot 10 in Deposited Plan 754881 Folio Identifier 10/754881	
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 **Lot 2383, Stage 3B, Neighbourhood 3, 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 <i>served</i> 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</i> by a <i>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 outgoings 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 2380 Stage 3B MU – NH3 Googong

Special Conditions

Table of Contents

33.	Definitions, interpretation and general	3
34.	Variations to the printed clauses of this contract	8
35.	Disclosure Statement	9
36.	Completion	10
37.	Completion subject to satisfaction of Conditions Precedent	10
38.	Vendor's Development Application	11
39.	Late completion	11
40.	Disclosures	12
41.	Change of Documents	15
42.	Notations on certificates of title	15
43.	Not used	16
44.	Acknowledgements by the purchaser	16
45.	Death, incapacity or insolvency	16
46.	Agent	17
47.	Lodgement of caveat	18
48.	Existing encumbrances	18
49.	Requisitions	18
50.	Council rates	18
51.	Prohibited Entity	19
52.	GST	19
53.	Guarantee	19
54.	Bank guarantee	21

55.	Trustee provisions	22
56.	FIRB Approval	23
57.	Transfer of Property from vendor to New Vendor	24
58.	Purchaser's Obligation	24
59.	Broadband	24
60.	Fencing	25
61.	Compliance Bond	25
62.	Design and Construction Requirements	25
63.	Property affected by fill	27
64.	Bushfire Construction Requirements	27
65.	Planning Agreement	27
66.	Personal Information	28
67.	Affordable Housing	28
68.	GST Withholding	29
69.	Electronic Completion	31
70.	Foreign Resident Capital Gains Withholding	34
Schedule 1	Registration Sunset Date (clause 37)	37
Schedule 2	Notations on Certificates of Title (clause 42)	38
Schedule 3	Subdivision Plan and Draft Instrument	39
Schedule 4	Grading and Fill Plan	40
Schedule 5	Design and Construction Requirements	41
Schedule 6	Caveat	42

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.
Conditions Precedent	means: <ul style="list-style-type: none">(a) registration of the Documents; and(b) if not previously served by the vendor, notification of Material Change to Disclosure Statement.
Conditions Precedent Notice	means written notice from the vendor stating that the Conditions Precedent has been satisfied together with: <ul style="list-style-type: none">(a) copies of the registered Documents; and(b) if clause (b) applies in the definition of Conditions Precedent, notification of a Material Change to the Disclosure Statement.
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	means the Googong design guidelines which regulate building and ancillary landscaping work within all or part of the property

Requirements	and which at the contract date are typically in the form attached at Schedule 5.
Development Activities	<p>means any work intended to be carried out by the vendor to complete any development in the Development Site including:</p> <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 <p>the subdivision of land forming part of the Land or the Development Site.</p>
Development Approval	means the development approval for the development of the Development Site as amended or substituted from time to time.
Development Site	means Lot 10 in Deposited Plan 754881.
Disclosure Statement	means a disclosure statement in accordance with the Act.
Documents	<p>means the following:</p> <ul style="list-style-type: none"> (a) Subdivision Plan; and

(b) Draft Instrument.

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.
Draft Instrument	means the draft instrument setting out the terms of easements and restrictions on the use of land intended to be created under section 88B of the Conveyancing Act 1919 (NSW) on registration of the Subdivision Plan a copy of which is attached at Schedule 3.
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.
Material Change	<p>means a change to the Disclosure Statement is such a change that the purchaser:</p> <ul style="list-style-type: none">(a) would not have entered into the contract had the purchaser been aware of the change in the Disclosure Statement; and(b) would be materially prejudiced to the change in the Disclosure Statement <p>but the purchaser acknowledges and agrees that a Material Change does not mean any of the matters specified in sub-clauses (c) to (d) of the definition arising from:</p> <ul style="list-style-type: none">(c) a reduction in the area of the Property as shown on the Subdivision Plan by 5% or less when compared to the area of the Property in the Subdivision Plan; and(d) a change in the proposed lot number of the Property.

Prohibited Entity	means any person or entity which: <ul style="list-style-type: none"> (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.
Registration	means registration at Land and Property Information NSW by the Registrar General.
Registration Sunset Date	is the date specified in Schedule 1.
Related Body Corporate	has the meaning it has in the <i>Corporations Act 2001</i> (Cth).
Subdivision Plan	means the draft subdivision plan of the Development Site a copy of which is attached at Schedule 3.
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: <ul style="list-style-type: none"> (a) the placement and maintenance on the Development Site (but not the property sold pursuant to this contract) of: <ul style="list-style-type: none"> (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. Disclosure Statement

35.1 Disclosure Statement attached to contract

The Vendor discloses and the Purchaser acknowledges that the Disclosure Statement was provided to the Purchaser by the Vendor in accordance with the Act.

35.2 No objection

The Purchaser acknowledges and agrees that the Purchaser has read and understood the Disclosure Statement and the Purchaser must not make any objection to the Disclosure Statement.

36. Completion

- 36.1 The completion date of this contract is the latest of:
- (a) twenty-one (21) days from the contract date;
 - (b) twenty-one (21) days after the day on which the Vendor serves the Conditions Precedent Notice; and
 - (c) 31 May 2024.

37. Completion subject to satisfaction of Conditions Precedent

37.1 Completion conditional

- (a) Completion is subject to and conditional on the satisfaction of Conditions Precedent.
- (b) If the Conditions Precedent are not satisfied on or before the Registration Sunset Date then subject to section 66ZL of the Act, either the Vendor or the Purchaser may rescind this contract by written notice to the other provided that no such right of rescission shall be exercisable by the Purchaser if the Purchaser does not exercise the right within 14 days from the date of the Conditions Precedent Notice. The Vendor must use all reasonable endeavours to have the Documents registered on or before the Registration Sunset Date.
- (c) The Vendor must use all reasonable endeavours to satisfy the Conditions Precedent on or before the Registration Sunset Date.
- (d) The Vendor is not in breach of this contract if registration of the Documents has not occurred by the Registration Sunset Date.

37.2 Registration of documents

The vendor must use all reasonable endeavours to satisfy the Conditions Precedent on or before the Registration Sunset Date.

37.3 Extension of Registration Sunset Date by notice

The vendor can serve notice extending the Registration Sunset Date if Registration of the Documents is delayed in whole or in part because of any cause, matter or thing beyond the control of the vendor.

37.4 Late Registration of documents

Subject to clause 37.3, if the Documents have not been registered by the Registration Sunset Date either the purchaser or the vendor can rescind by notice to the other.

38. Vendor's Development Application

38.1 The vendor discloses:

- (a) the vendor has obtained the Development Approval;
- (b) notwithstanding clause 38.1(a), the vendor may make several development applications to Council in respect of the Development Site (**Development Application**);
- (c) notwithstanding clause 38.1(a), the vendor may amend any Development Application; and
- (d) notwithstanding clause 38.1(a), the vendor may make an application or applications to amend any Development Approval it receives.

38.2 The purchaser cannot make any claim or requisition or rescind or terminate because of any matter stated in this clause 38.

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. Change of Documents

- 41.1 The vendor intends to have the Documents registered before Completion.
- 41.2 At any time before the vendor serves the Conditions Precedent Notice(s), the vendor may:
- (a) change the Disclosure Statement;
 - (b) remove a document or plan from registration (**Unnecessary Document**);
 - (c) replace a document or plan (**Replaced Document**) with another document or plan (**Replacement Document**); or
 - (d) add a document or plan which relates to a matter in this contract, including, but not limited to any documents in relation to the Strata Plan (**New Document**).
- 41.3 If the vendor serves a notice in accordance with clause 41.2, the purchaser may rescind this contract in accordance with section 66ZQ of the Act.
- 41.4 If a notice of rescission is not served by the purchaser in accordance with section 66ZQ of the Act, the change to the Documents or the Disclosure Statement is taken to be amended to in accordance with clause 41.2.
- 41.5 Subject to the Act, if there is any disagreement in connection with clause 41, either the vendor or the purchaser may within 10 business days after Completion refer the disagreement to an Expert.

42. Notations on certificates of title

The purchaser is aware that:

- (a) the notations in or to the effect of those in Schedule 2 may be endorsed on the certificate of title issued or to be issued in respect of the property;
- (b) the purchaser cannot make a claim or requisition or rescind or terminate in respect of the existence of:
 - (i) the notations in or to the effect of those in Schedule 2; or
 - (ii) any matter disclosed or noted in this contract which may be noted on those certificates of title.

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 \$20,000.00 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 13 dwellings on the property, the purchaser must pay the vendor \$20,000.00 for every dwelling in excess of 13 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 15% 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 \$20,000.00 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.

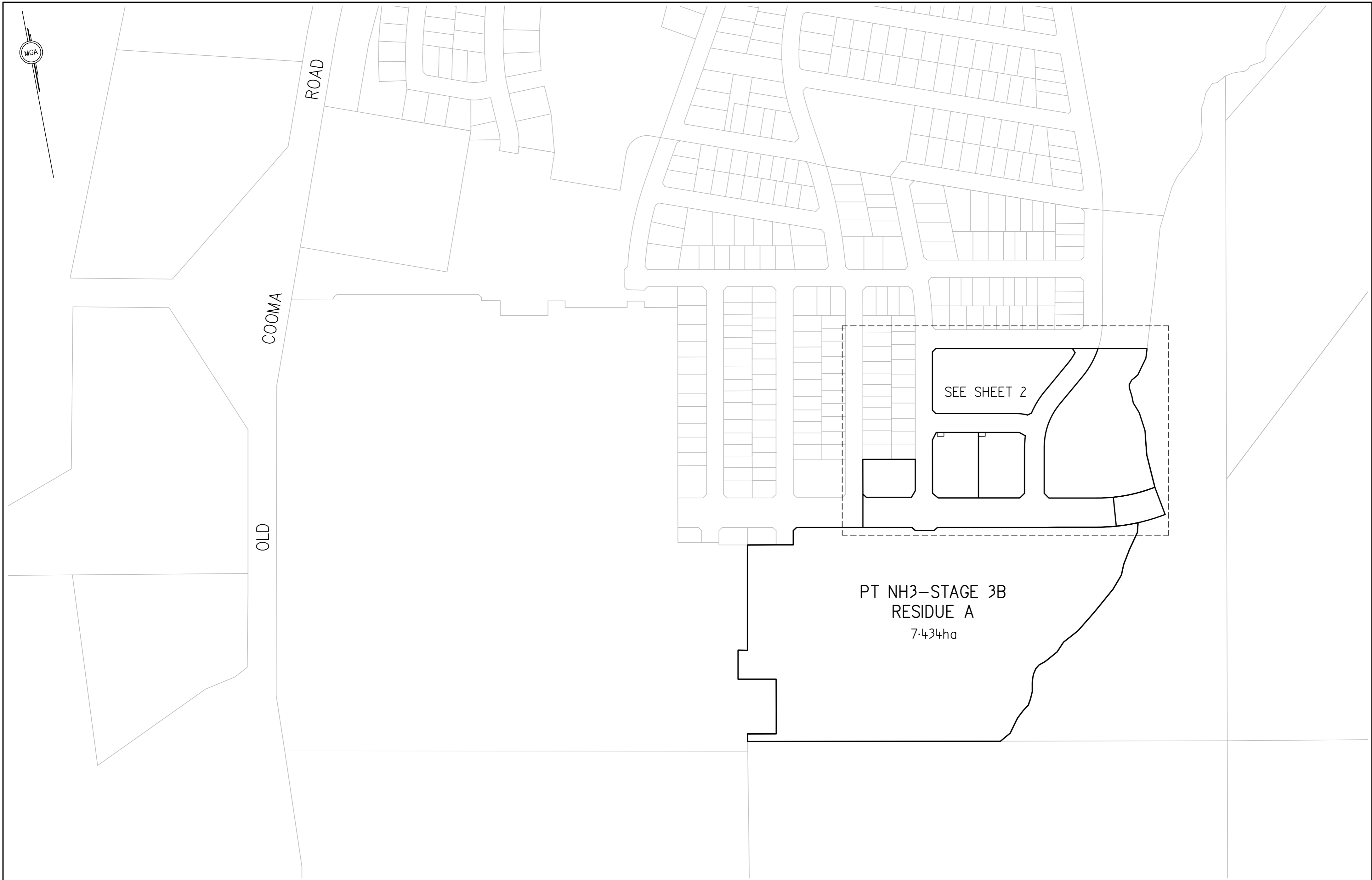
Schedule 1 Registration Sunset Date (clause 37)

14 March 2025

Schedule 2 Notations on Certificates of Title (clause 42)

1. Those easements, restrictions as to user, covenants, substation leases, and other encumbrances contemplated by this contract to be created.

Schedule 3 Subdivision Plan and Draft Instrument



NOTES:
ALL DIMENSIONS AND AREAS SHOWN ARE APPROXIMATE AND SUBJECT TO SURVEY, COUNCIL APPROVAL AND FINAL DESIGN
ALL EASEMENTS SHOWN ARE APPROXIMATE AND SUBJECT TO SURVEY, COUNCIL APPROVAL AND FINAL DESIGN

Surveyor: MATTHEW DEAN STEVENSON
Revision Date: 24/01/2023
Surveyor's Ref: 20258NH3S3B

PLAN OF
SUBDIVISION OF NH3 - STAGE 3A
RESIDUE A

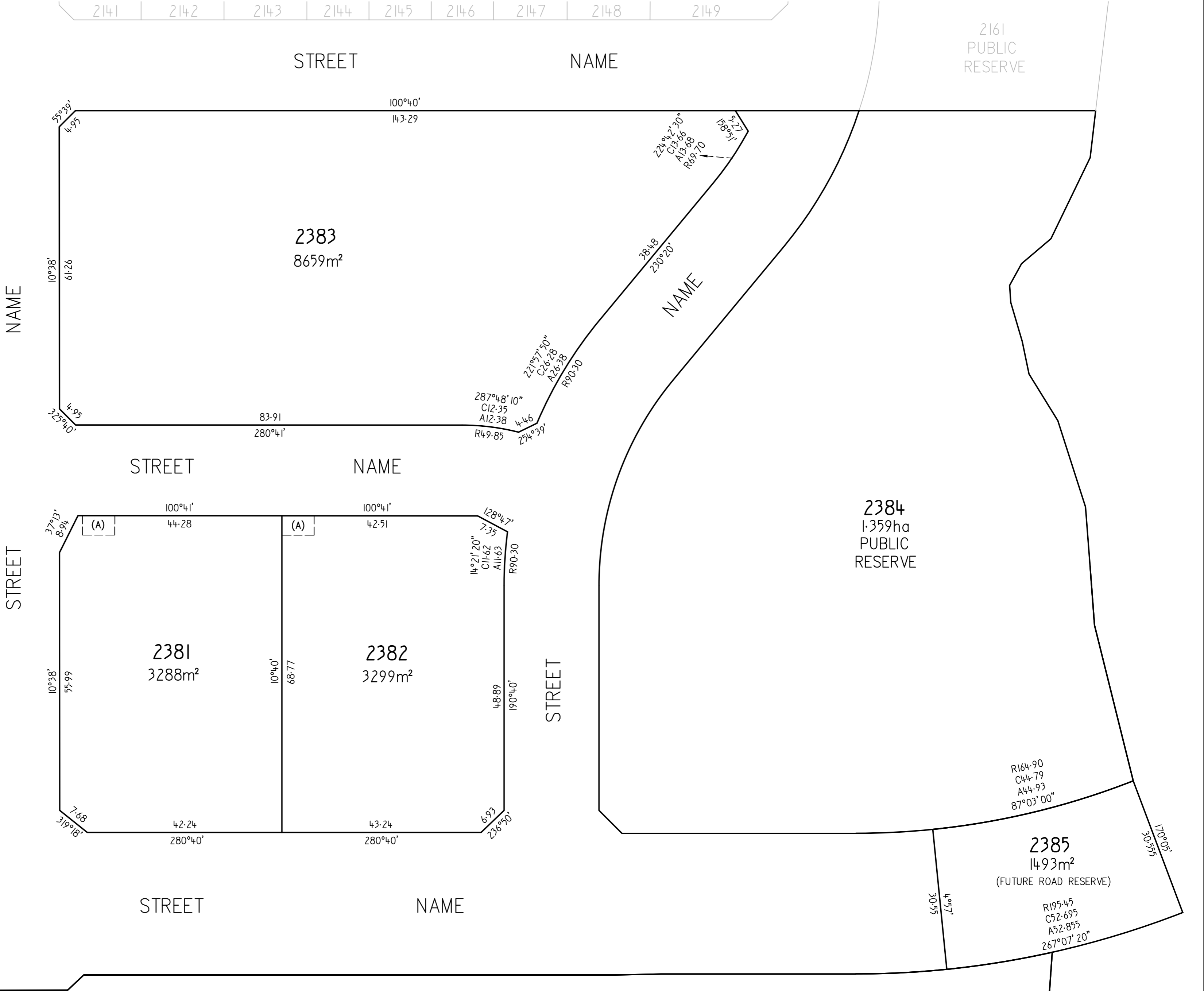
LGA: QUEANBEYAN-PALERANG REGIONAL
Locality: GOOGONG
Reduction Ratio 1: 2500
Lengths are in metres

Registered

PPN 1291431



2253	2131
2254	2132
2255	2133
2256	2134
2257	2135
2301	2136
2302	2137
2303	2138
2304	2139



NOTES:
 ALL DIMENSIONS AND AREAS SHOWN ARE APPROXIMATE AND SUBJECT TO SURVEY, COUNCIL APPROVAL AND FINAL DESIGN
 ALL EASEMENTS SHOWN ARE APPROXIMATE AND SUBJECT TO SURVEY, COUNCIL APPROVAL AND FINAL DESIGN
 (A) DENOTES EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE
 (B) DENOTES RESTRICTION ON USE OF LAND 0.5 WIDE

Surveyor: MATTHEW DEAN STEVENSON Revision Date: 24/01/2023 Surveyor's Ref: 20258NH3S3B	PLAN OF SUBDIVISION OF NH3 – STAGE 3A RESIDUE A	LGA: QUEANBEYAN-PALERANG REGIONAL Locality: GOOGONG Reduction Ratio 1:600 Lengths are in metres	Registered	PPN 1291431
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INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS, RESTRICTIVE COVENANTS AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Sheet 1 of 9

Plan:

Plan of Subdivision of NH3 – Stage 3A Residue A

Subdivision No:

Date:

Full name and address of proprietors of the land:

Googong Township Pty Ltd
ABN 95 154 514 593
Level 3, 64 Allara Street
Canberra City
ACT 2601

Full name and address of mortgagee of the land:

National Australia Bank Ltd
ABN 12 004 044 937
Level 13, 100 St Georges Terrace
Perth
WA 6000

PART 1 – CREATION

Number of item shown in the intention panel on the plan:	Identity of easement, restrictive covenant or positive covenant to be created and referred to in the plan:	Burdened Lot(s) or parcel(s):	Benefited Lot(s), road(s), bodies or Prescribed Authorities
1.	Restriction on Use of Land (Entire Lot)	2380-2383 (inclusive)	Every other Lot
2.	Restriction on Use of Land affecting part designated (B) in the Plan	2380	Queanbeyan-Palerang Regional Council
3.	Restriction on Use of Land (Entire Lot)	2380-2383 (inclusive)	Queanbeyan-Palerang Regional Council
4.	Positive Covenant (Entire Lot)	2380-2383 (inclusive)	Queanbeyan-Palerang Regional Council
5.	Easement for multi-purpose electrical installation 4.2 wide	2381, 2382	Essential Energy ABN 37 428 185 226

INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS, RESTRICTIVE COVENANTS AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Sheet 2 of 9

Plan:

Plan of Subdivision of NH3 – Stage 3A Residue A

Subdivision No:

Date:

PART 2 - TERMS

1. Interpretation

1.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

Authority means any government or semi-governmental or local government authority, administrative or judicial body or tribunal, department, commission, public authority, agency, Minister, statutory corporation or instrumentality.

Council means the Queanbeyan-Palerang Regional Council.

Design and Construction Requirements means the:

- (a) Googong Design Guidelines; and
- (b) building envelope plan (which specifies the area of the Lot Burdened within which a residence is to be constructed)

prepared by Googong, which regulate building and ancillary landscaping work within all or part of the Development Site from time to time.

Development Site includes those lots created by registration of the Plan.

Googong means Googong Township Pty Ltd ABN 95 154 514 593 or any successor to Googong Township Pty Ltd ABN 95 154 514 593.

Googong Design Coordinator means an officer or employee of Googong responsible for the review and approval of designs for dwellings under the Googong Design Guidelines.

Googong Design Guidelines means the guidelines for the design of dwellings at Googong, published by Googong from time to time.

Grantee means the owner or mortgagee in possession of the Lot Benefited.

Grantor means the owner or mortgagee in possession of a Lot Burdened.

Instrument means this instrument under section 88B of the *Conveyancing Act* 1919 and includes the Plan.

Lot Benefited means a Lot Benefited by an easement, positive covenant or restriction on use in this Instrument.

Lot Burdened means a Lot Burdened by an easement, positive covenant or restriction on use in this Instrument.

Plan means the plan to which this Instrument relates.

INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS, RESTRICTIVE COVENANTS AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Sheet 3 of 9

Plan:

Plan of Subdivision of NH3 – Stage 3A Residue A

Subdivision No:

Date:

1.2 References to certain terms

Unless a contrary intention appears, a reference in this Instrument to:

- (a) **(reference to anything)** a reference to anything is a reference to the whole or each part of it; and
- (b) **(singular includes plural)** the singular includes the plural and vice versa; and
- (c) **(meaning not limited)** the words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

1.3 Headings

Headings do not affect the interpretation of this Instrument.

2. Easements are covenants and agreements between Grantees and Grantors

2.1 Run with Land

The conditions, covenants and restrictions, including in this clause 2, in each of the easements, positive covenants and restrictions on use in this Instrument are covenants and agreements between:

- (a) each Grantee for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Benefited or any part of it with which the right is capable of enjoyment; and
- (b) each Grantor for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment,

to the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the Lot Benefited and the Lot Burdened.

2.2 Ancillary Rights

The Grantee of an easement set out in this Instrument may exercise, subject to the specific terms of that easement, all other ancillary rights and obligation reasonably necessary for the effective application of an easement including reasonable access to the site of the easement. In exercising ancillary rights under an easement, the Grantee must cause as little inconvenience as practicable to the Grantor or any occupier of the Lot Burdened.

INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS, RESTRICTIVE COVENANTS AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Sheet 4 of 9

Plan:

Plan of Subdivision of NH3 – Stage 3A Residue A

Subdivision No:

Date:

3. Terms of Restriction on Use of Land numbered 1 on the Plan

3.1 Design and Construction Requirements

The Grantor must not construct a home or front garden (including the driveway and paths) on the Lot Burdened other than in accordance with the Design and Construction Requirements.

3.2 Design Approval and Construction

The Grantor must:

- (a) submit a building design for construction of a dwelling on the Lot Burdened to the Googong Design Coordinator for approval within 6 months after the date of transfer of the title to the Lot Burdened to the Grantor (or such later date as determined by Googong in its absolute discretion); and
- (b) cause the dwelling and front garden (including the driveway and paths) to be constructed on the Lot Burdened in accordance with:
 - (i) the approved building design; and
 - (ii) the Design and Construction Requirements,within 24 months after completion (or such later date as determined by Googong in its absolute discretion).

3.3 Duration of restriction

Clause 3.1 will cease and be of no further force or effect with respect to the Lot Burdened on and from the date the Googong Design Coordinator provides written notice that the Grantor has satisfied the requirements of Clause 3.2 (b).

4. Terms of Restriction on Use of Land numbered 2 on the Plan

4.1 If a retaining wall is supporting a boundary fence or within 500mm of a boundary, the owner of the Lot Burdened by the restriction must not, without the prior written approval of Queanbeyan Palerang Regional Council:

- (a) Do any act, matter or thing to prevent the retaining wall from remaining in good order.
- (b) Make or permit or suffer any alterations, damage or removal of the retaining wall.

4.2 The owner of the Lot Burdened by the restriction acknowledges that it is not the responsibility of Queanbeyan Palerang Regional Council to determine any dispute in relation to the retaining wall and any dispute is a civil matter to be resolved with the relevant parties.

INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS, RESTRICTIVE COVENANTS AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Sheet 5 of 9

Plan:

Plan of Subdivision of NH3 – Stage 3A Residue A

Subdivision No:

Date:

5. Terms of Restriction on Use of Land numbered 3 on the Plan

- 5.1 Should cats be kept on the land, the Owner/Occupier must take necessary measures to ensure the animals are unable to roam outside of the property boundary at any time, unless under effective control. Further detail is available in Council's policy on Cat Containment Areas as amended from time to time.
- 5.2 Name of Authority having the power to release, vary or modify this Restriction on Use of Land is Queanbeyan-Palerang Regional Council.

6. Terms of Positive Covenant numbered 4 on the Plan

- 6.1 All plantings on the entire site, including within building envelopes, are to exclude species listed on the regional weeds list.
- 6.2 Name of Authority having the power to release, vary or modify this Positive Covenant is Queanbeyan-Palerang Regional Council.

7. Terms of Easement numbered 5 on the Plan

- 7.1 Easement for multi-purpose electrical installation pursuant to the terms of Part C of dealing AG189384.
- 7.2 Name of Authority having the power to release, vary or modify this Easement is Essential Energy.

INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS, RESTRICTIVE COVENANTS AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Sheet 6 of 9

Plan:

Plan of Subdivision of NH3 – Stage 3A Residue A

Subdivision No:

Date:

Registered Proprietor Execution:

Signed, sealed and delivered for and on behalf of **Googong Township Pty Ltd** **ABN 95 154 514 593** by its attorneys under a power of attorney dated 26/06/2017 registered in New South Wales with Book.4728 No.628 in the presence of:

Signature of Witness

Signature of attorney who declares that the attorney has not received any notice of the revocation of the power of attorney

Full name of Witness

Full name of Attorney

Address of Witness

Signature of attorney who declares that the attorney has not received any notice of the revocation of the power of attorney

Full name of Attorney

INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS, RESTRICTIVE COVENANTS AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Sheet 7 of 9

Plan:

Plan of Subdivision of NH3 – Stage 3A Residue A

Subdivision No:

Date:

Mortgagee Execution:

Signed, sealed and delivered for and on behalf of
National Australia Bank Limited (ABN 12 004 044 937)
by its attorney under a power of attorney dated
registered in New South Wales with
Book. 4512 No. 39 in the presence of:

Signature of witness

Signature of attorney who declares that the attorney has
not received any notice of the revocation of the power of
attorney

Full name of witness

Full name of attorney

Address of witness

INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS, RESTRICTIVE COVENANTS AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Sheet 8 of 9

Plan:

Plan of Subdivision of NH3 – Stage 3A Residue A

Subdivision No:

Date:

Executed for and on behalf of
Queanbeyan-Palerang Regional Council by
its authorised delegate pursuant to s.377
Local Government Act 1993

Signature of Witness

Signature of Authorised Officer

Name of Witness in full

Name of Authorised Officer

Address of Witness

Authority of Authorised Officer signing
on behalf of Queanbeyan-Palerang
Regional Council

INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS, RESTRICTIVE COVENANTS AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Sheet 9 of 9

Plan:

Plan of Subdivision of NH3 – Stage 3A Residue A

Subdivision No:

Date:

Executed for and on behalf of **Essential Energy**
ABN 37 428 185 226 by Its duly appointed attorney
under Power of Attorney registered in New South Wales
with Book 4745 No.85 in the presence of:

Signature of Witness

Signature of attorney who declares that the
attorney has not received any notice of
revocation of the power of attorney

Full Name of Witness

(Print) Full Name and title of attorney

Address of Witness

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 5 sheet(s)

Office Use Only	Office Use Only
Registered:	
Title System:	
PLAN OF SUBDIVISION OF NH3 – STAGE 3A RESIDUE A	LGA: QUEANBEYAN-PALERANG REGIONAL Locality: GOOGONG Parish: GOOGONG County: MURRAY
<p style="text-align: center;">Survey Certificate</p> <p>I, MATTHEW DEAN STEVENSON of LONERGAN SURVEYING PTY LTD ABN 34 168 654 911 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on XX/XX/2023....., or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding **.....)) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: X-Y</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature: Dated:</p> <p>Surveyor Identification No: 8703</p> <p>Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words.</p> <p>**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>
<p>Plans used in the preparation of survey/compilation.</p>	<p style="text-align: center;">Subdivision Certificate</p> <p>I, *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:</p> <p>Registration number:</p> <p>Consent Authority:</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number:</p> <p>File number:</p> <p>*Strike through if inapplicable.</p>
<p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.</p> <p style="text-align: center;">PLEASE SEE SHEET 2</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>
<p>Surveyor's Reference: 20258NH3S3B</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>

Office Use Only

Office Use Only

Registered:

PLAN OF

SUBDIVISION OF
NH3 – STAGE 3A RESIDUE A

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number:

Date of Endorsement:

IT IS INTENDED TO DEDICATE **XXXXXXX** TO THE PUBLIC AS PUBLIC ROADS.

IT IS INTENDED TO DEDICATE LOT 2384 TO THE PUBLIC AS PUBLIC RESERVE

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT IT IS INTENDED TO CREATE:

1. RESTRICTION ON USE OF LAND (ENTIRE LOT)
2. RESTRICTION ON USE OF LAND AFFECTING PART DESIGNATED (B) IN THE PLAN
3. RESTRICTION ON USE OF LAND (ENTIRE LOT)
4. POSITIVE COVENANT (ENTIRE LOT)
5. EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE

If space is insufficient use additional annexure sheet

Surveyor's Reference: 20258NH3S3B

Office Use Only

Office Use Only

Registered:

PLAN OF

SUBDIVISION OF
NH3 – STAGE 3A RESIDUE A

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number:

Date of Endorsement:

Registered Proprietor Execution:

Signed, sealed and delivered for and on behalf of **Googong Township Pty Ltd**
ABN 95 154 514 593 by its attorneys under a power of attorney dated 26/06/2017
registered in New South Wales with Book.4728 No.628 in the presence of:

Signature of Witness

Signature of attorney who declares that the
attorney has not received any notice of the
revocation of the power of attorney

Full name of Witness

Full name of Attorney

Address of Witness

Signature of attorney who declares that the
attorney has not received any notice of the
revocation of the power of attorney

Full name of Attorney

Office Use Only

Office Use Only

Registered:

PLAN OF

SUBDIVISION OF
NH3 – STAGE 3A RESIDUE A

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
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- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number:

Date of Endorsement:

Mortgagee Execution:

Signed, sealed and delivered for and on behalf of
National Australia Bank Limited (ABN 12 004 044 937)

by its attorney under a power of attorney dated
registered in New South Wales with
Book. 4512 No. 39 in the presence of:

Signature of witness

Signature of attorney who declares that the attorney has
not received any notice of the revocation of the power of
attorney

Full name of witness

Full name of attorney

Address of witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: 20258NH3S3B

Office Use Only

Office Use Only

Registered:

PLAN OF

**SUBDIVISION OF
NH3 – STAGE 3A RESIDUE A**

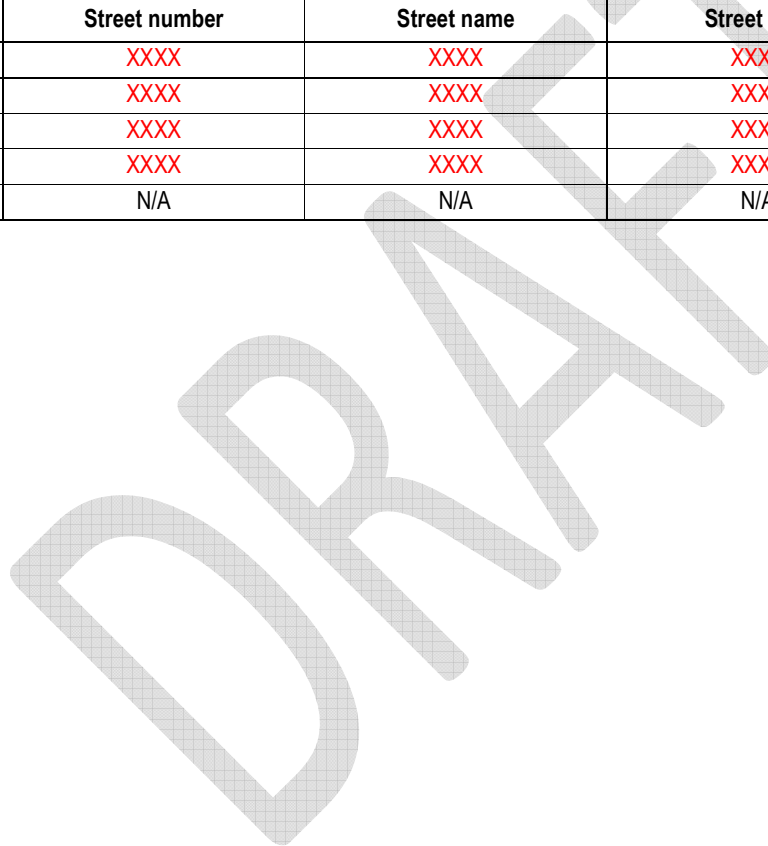
This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number:

Date of Endorsement:

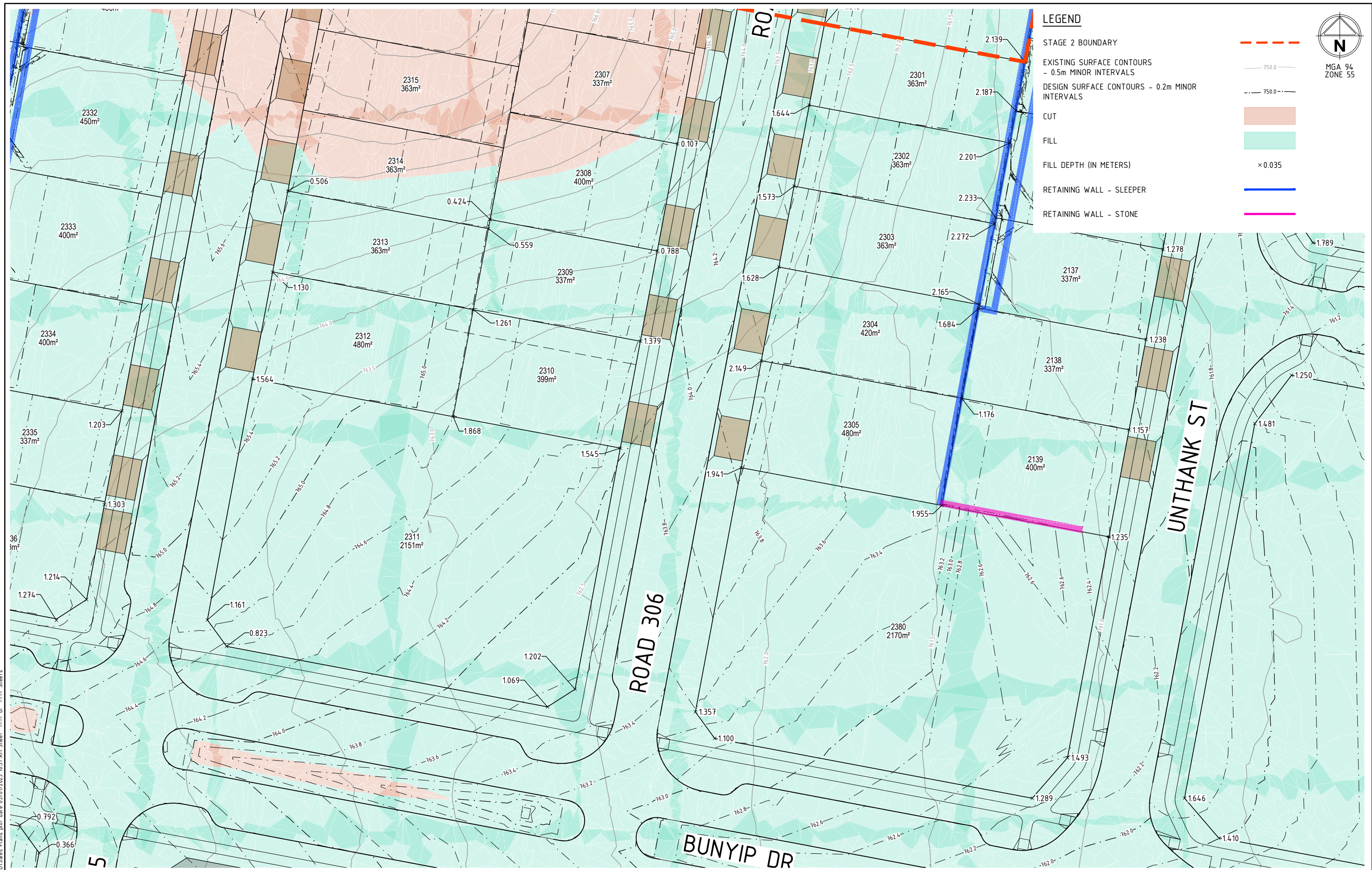
Lot	Street number	Street name	Street type	Locality
2380	XXXX	XXXX	XXXX	Googong
2381	XXXX	XXXX	XXXX	Googong
2382	XXXX	XXXX	XXXX	Googong
2383	XXXX	XXXX	XXXX	Googong
2385	N/A	N/A	N/A	Googong



If space is insufficient use additional annexure sheet

Schedule 4 Grading and Fill Plan

file name: 309934C600_Fill on Block - REQUESTED LOTS 16-12-2022.dwg, layout name: FP201, plotted by: Benjamin Cargill
 file location: G:\310\309934\Civil\CAD\310 Sales Plans plot date 03/01/2023 10:31 AM, Sheet: 1 of 1, Sheets

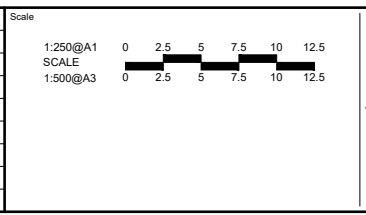


LEGEND

- STAGE 2 BOUNDARY:
- EXISTING SURFACE CONTOURS - 0.5m MINOR INTERVALS:
- DESIGN SURFACE CONTOURS - 0.2m MINOR INTERVALS:
- CUT:
- FILL:
- FILL DEPTH (IN METERS): $\times 0.035$
- RETAINING WALL - SLEEPER:
- RETAINING WALL - STONE:



Rev	Amendments	Approved	Date
1	ISSUED TO CLIENT	BC	03-01-23
0	ISSUED TO CLIENT	TW	15-12-22



System Certified

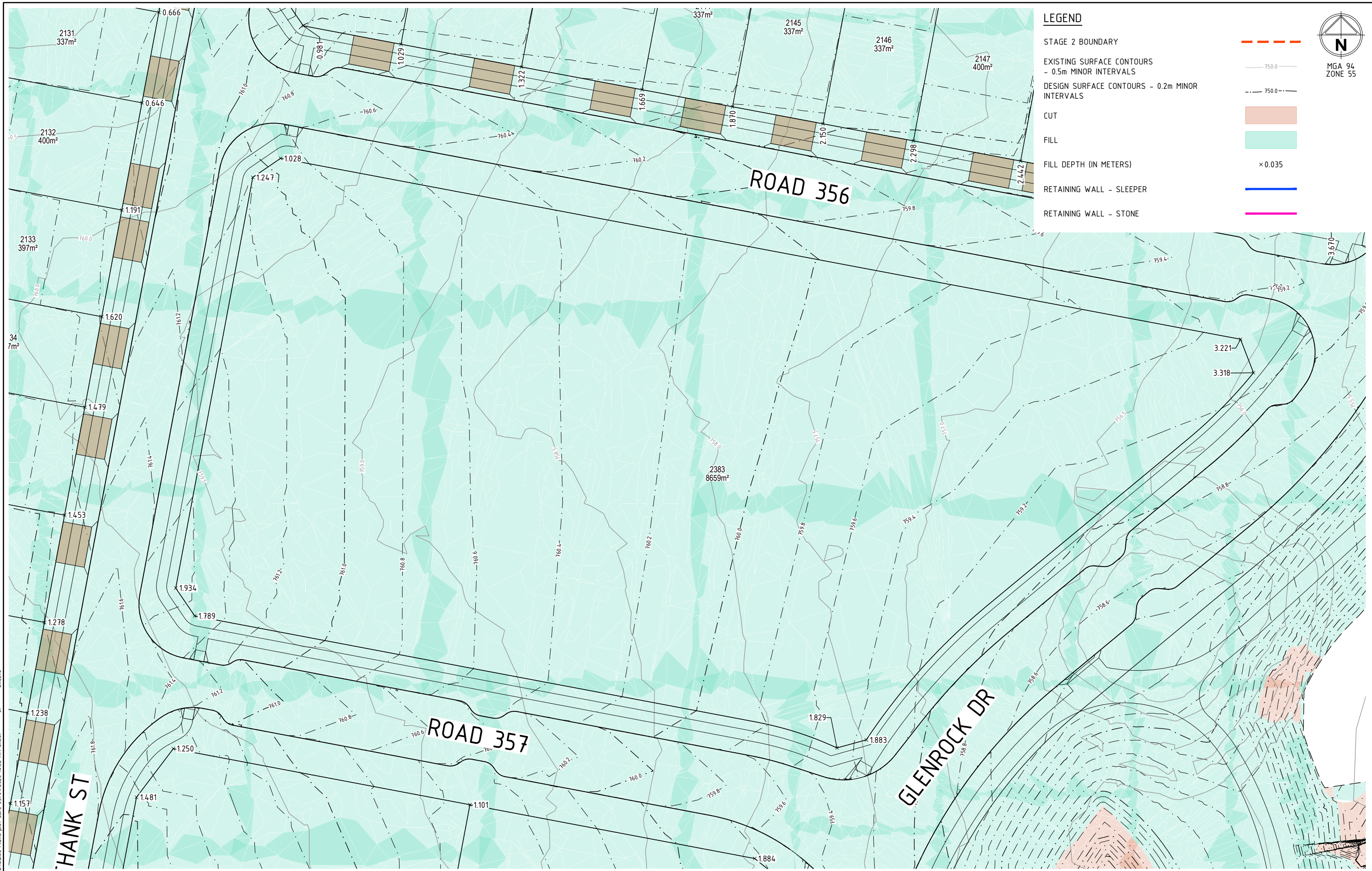
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SUITE 3, LEVEL 1, 243 NORTHBOURNE AVE.
 CANBERRA ACT 2601
 spiire.com.au ABN 55 050 029 635

Designed	Checked
Authorised	Date

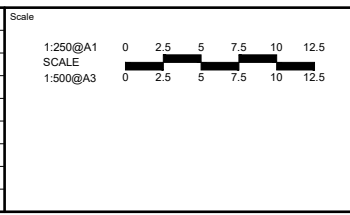
GOOGONG NEIGHBOURHOOD 3
DETAILED DESIGN
 FILL ON BLOCK - STAGE 2
 FP201
 QPRC
 GOOGONG TOWNSHIP PTY LTD

Dwg No: **309934FP201** Rev: **1**



file name: 309934C600_Fill on Blocks - REQUESTED LOTS 16-12-2022.dwg, layout name: CG02, plotted by: Benjamin Cargill
 file location: G:\30\309934\Civil\CG02_Sales Plans_plot date: 03/01/2023 10:32 AM, Sheet: 1 of 1, Sheets: 1

Rev	Amendments	Approved	Date
1	ISSUED TO CLIENT	BC	03-01-23
0	ISSUED TO CLIENT	TW	15-12-22



System Certified

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Designed	Checked
Authorised	Date

GOOGONG NEIGHBOURHOOD 3
DETAILED DESIGN
 FILL ON BLOCK - STAGE 2
 FP202
 QPRC
 GOOGONG TOWNSHIP PTY LTD

Dwg No: **309934FP202** Rev: **1**

Schedule 5 Design and Construction Requirements



MULTI-UNIT DESIGN GUIDELINES



LOT 2380 GOOGONG

JANUARY 2023

CONTENTS

Introduction.....	5
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PART A – GENERAL INFORMATION

A.1 The Urban Character of Googong.....	6
A.2 Open Spaces at Googong.....	7
A.3 Access and Circulation.....	8
A.4 Streetscape Principles.....	9
A.5 Open Space.....	10

PART B – GOOGONG DESIGN APPROVAL PROCESS

B.1 General Approval Information.....	11
B.2 Googong Multi-Unit Design Approval Process.....	12
B.3 Googong Multi-Unit Design Approval Checklist.....	15

PART C – GENERAL MULTI-UNIT DESIGN GUIDELINES

Introduction.....	16
C.1 Built Form.....	17
C.2 Building Frontages.....	19
C.3 Articulation.....	20
C.4 Levels / Topography.....	21
C.5 Garage / Carport Built Form.....	22
C.6 Roof Form.....	23
C.7 Corner and Rear Elevation Treatment.....	24

C.8 Driveway / Parking..... 25

C.9 Fencing / Boundary Treatment..... 26

C.10 Materials and Colours..... 30

PART D – SITE SPECIFIC GUIDELINES

D.1 Site Specific Guidelines 32

PART E – COMPLIANCE BOND REQUIREMENTS

Compliance Bond Requirements 33

INTRODUCTION

These Multi Unit Design Guidelines apply to **Lot 2380 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–Palering 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.

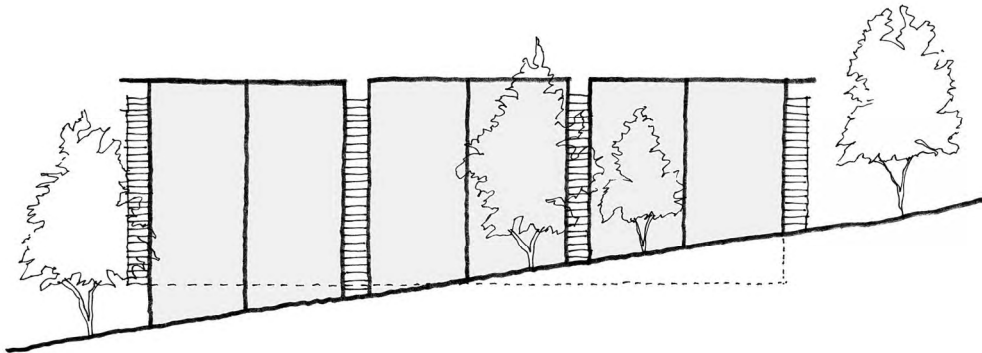


FIGURE 1 - BUILDING FORM DOES NOT REFLECT TOPOGRAPHY – NOT PERMITTED

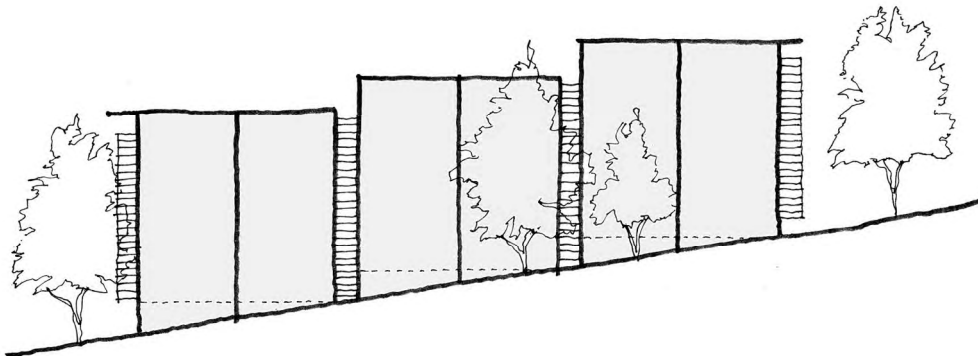


FIGURE 2 - BUILDING FORM DOES REFLECT TOPOGRAPHY – PERMITTED

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:

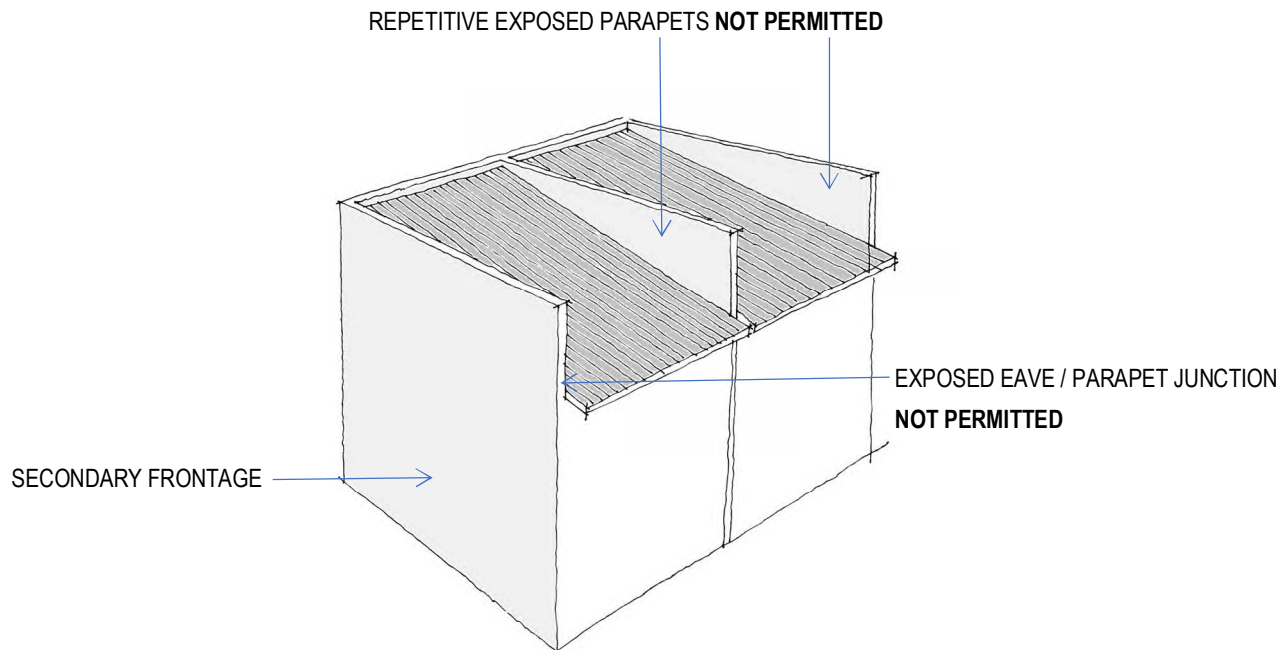
- All garages are to be constructed in materials to match and complement the main dwellings within the development.
- Continuous runs of garages and/or carports are not permitted without the following items being integrated into the design:
 - Stepping between adjacent garage/carport frontages (minimum 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

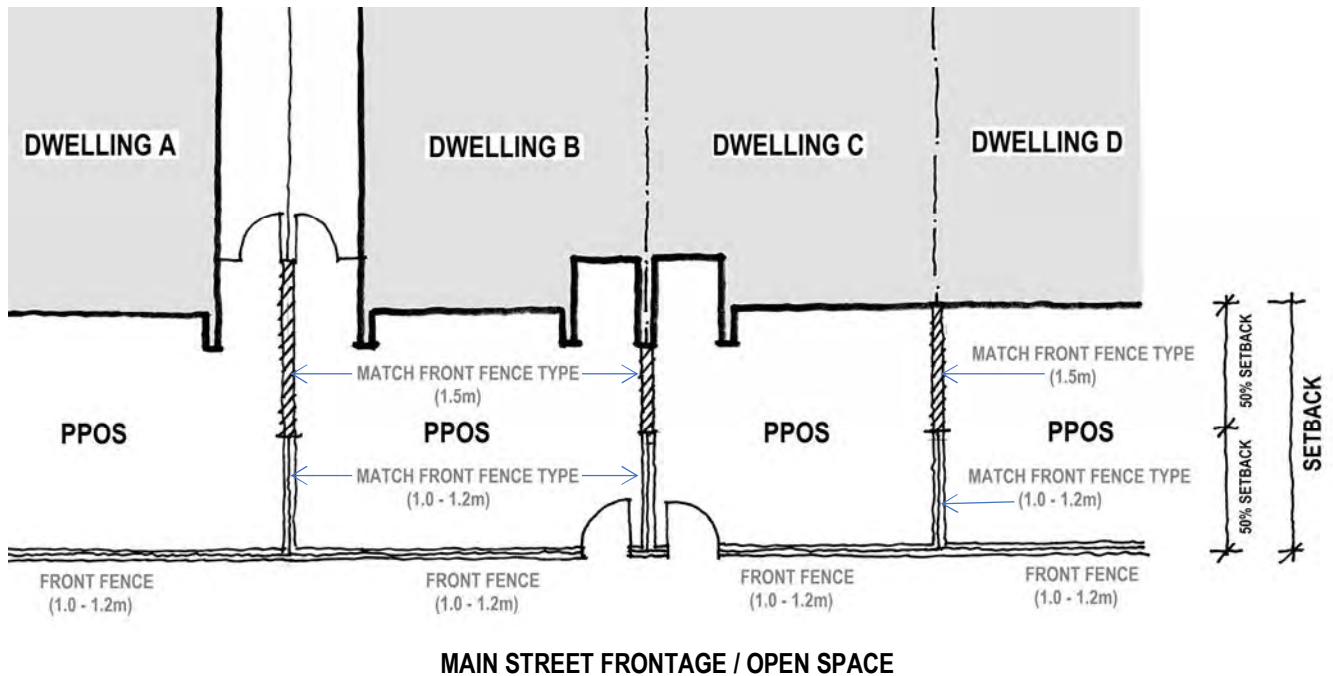
A vertical edge, which shall incorporate (at a minimum), a combination of high quality fencing made up of both solid and transparent elements and or hedging, must be provided and located on the boundary along primary and secondary street frontages to define the interface between private and public realms.

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.

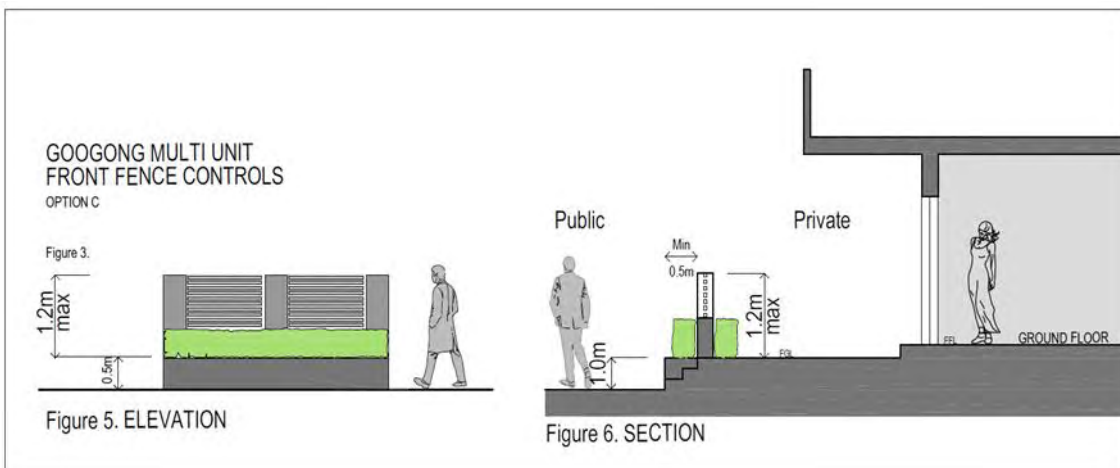
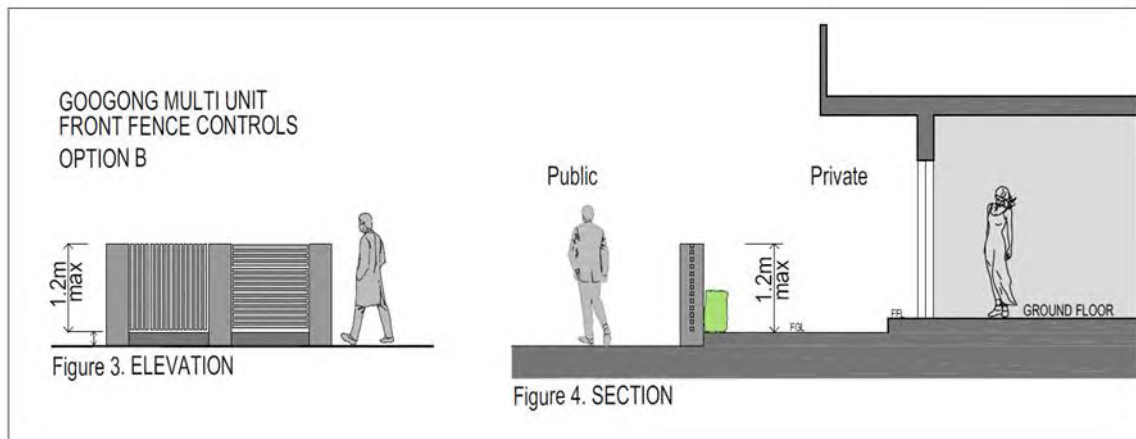
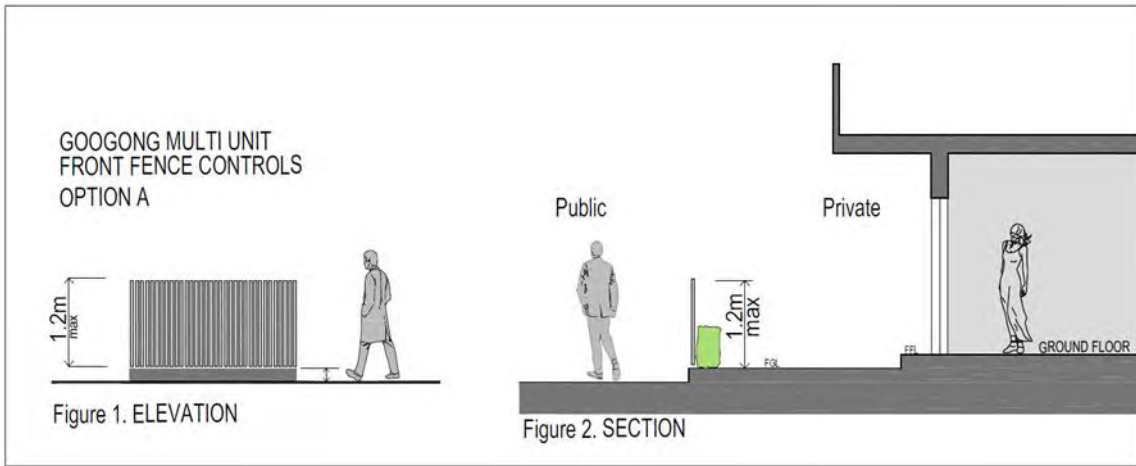
- Letter box designs must be integrated with the front fencing. Details of letter box designs must be submitted for approval. Standalone metal letter boxes or prefabricated off the shelf letter boxes are not permitted.

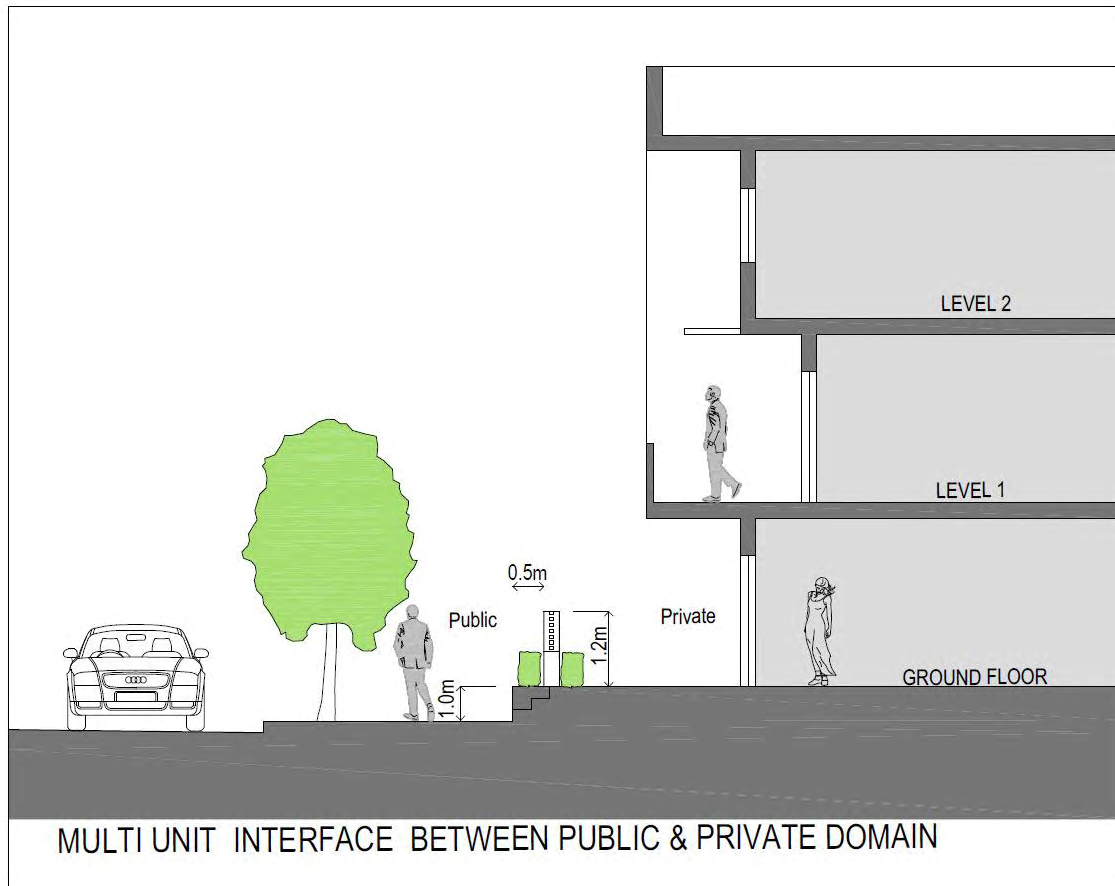
- Where PPOS areas are located on the main street and/or open space frontage, the side fencing that separates adjacent PPOS areas is to be as follows:
 - The front 50% of the front setback dimension to be in a fencing material to match the adjacent front fencing.
 - The front 50% of the front setback 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 be integrated 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 2380**. 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.

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

- Maximum cut and fill for the site to be 600mm.
- The finished ground floor level of all dwellings fronting Road 306, Bunyip Drive and Unthank Street must sit *above* the immediate adjacent verge / footpath level.
- Maximum number of driveway entry points is 2. This includes access from Road 306 and / or Unthank Street. Vehicular access from Bunyip Drive is not permitted.
- Dwellings to primarily address Bunyip Drive. Dwellings to address secondary frontages to Road 306 and Unthank Street with features such as studio dwelling entry points and living room windows.
- No garage doors or carports to face Road 306, Bunyip Drive or Unthank Street.
- Driveway entry points are required to be well designed, compliant with QPRC Requirements and include landscaping, screening and the like to reduce the visual impact of laneways from Road 306 and Unthank Street. If the side of garages or carports are visible from Road 306 or Unthank Street, they must be articulated, well landscaped and screened to reduce their visual impact from secondary frontages. Studio dwellings with well articulated frontages are encouraged to visually reduce the impact of laneways and garages from Road 306 and Unthank Street.

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



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 10/754881

SEARCH DATE	TIME	EDITION NO	DATE
9/11/2022	12:32 PM	7	9/8/2022

LAND

LOT 10 IN DEPOSITED PLAN 754881
AT GOOGONG
LOCAL GOVERNMENT AREA QUEANBEYAN-PALERANG REGIONAL
PARISH OF GOOGONG COUNTY OF MURRAY
(FORMERLY KNOWN AS PORTION 10)
TITLE DIAGRAM CROWN PLAN 563.743

FIRST SCHEDULE

GOOGONG TOWNSHIP PTY LIMITED (T AH870797)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 LIMITED TITLE. LIMITATION PURSUANT TO SECTION 28T(4) OF THE REAL PROPERTY ACT, 1900. THE BOUNDARIES OF THE LAND COMPRISED HEREIN HAVE NOT BEEN INVESTIGATED BY THE REGISTRAR GENERAL.
- 3 AJ667808 PLANNING AGREEMENT PURSUANT TO SECTION 7.6 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979
- 4 AN860066 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: PP DP1285803 PP DP1288843 PP DP1288844.

*** END OF SEARCH ***

mhuynh

PRINTED ON 9/11/2022

Form: 11R
Release: 4-1

REQUEST
New South Wales
Real Property Act 1900



AJ667808Y

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar-General to use the information provided by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **STAMP DUTY**

If applicable. Office of State Revenue use only

(B) **TORRENS TITLE**

10/754881, 11/754881, 3/1179941, 1/1183929, 51/1207536
--

(C) **REGISTERED DEALING**

Number	Torrens Title
--------	---------------

(D) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
1W	LINDSAY TAYLOR LAWYERS LEVEL 9, SUITE 3 420 GEORGE STREET SYDNEY NSW 2000 Reference: C1000107	R

(E) **APPLICANT**

Googong Township Pty Limited (ACN 154 514 593)
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(F) **NATURE OF REQUEST**

Registration of Planning Agreement pursuant to s93H of the Environmental Planning and Assessment Act 1979

(G) **TEXT OF REQUEST**

That the Planning Agreement originally between Googong Development Corporation Pty Ltd and Queanbeyan City Council, the terms of which are set out in Annexure "B", be registered on the folio of the register for the land under the Real Property Act 1900, set out in (B) above (Land).
By their execution of Annexure "A", Googong Township Pty Limited (ACN 154 514 593) as the registered proprietor of the Land, and Westpac Banking Corporation (ACN 007 457 141) as mortgagee under mortgage registered number AI247165 and AH648238 in respect of the Land, agree to the registration of the Planning Agreement on the folio of the register for the Land.

DATE 15 JULY 2015

(H) I certify that I am an eligible witness and that the applicant's attorney signed this dealing in my presence. [See note* below].

Certified correct for the purposes of the Real Property Act 1900 by the applicant's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of witness:

Name of witness: See Annexure "A"

Address of witness: _____

Signature of attorney:

Attorney's name: _____

Signing on behalf of: See Annexure "A"

Power of attorney-Book: _____

-No.: _____

(I) *This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS.*

The applicant certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. Full name: _____ Signature: _____

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.
ALL HANDWRITING MUST BE IN BLOCK CAPITALS Page 1 of 135 1303

644667

Title prod
1051 7/2/15

Annexure "A" to Request for registration of Planning Agreement pursuant to s93H of the *Environmental Planning and Assessment Act 1979*

Parties: Googong Township Pty Limited (ACN 154 514 593)

Dated:

Execution by the registered proprietor Googong Township Pty Limited (ACN 154 514 593)

I certify that I am an eligible witness and that the applicant's attorney signed this dealing in my presence.

Certified correct for the purposes of the *Real Property Act 1990* by the mortgagee's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of witness:



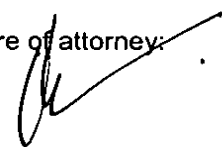
Name of witness:

Emma Lees

Address of witness

59 Bridge St
Lane Cove
NSW 2065

Signature of attorney:



Attorney's name:

Christopher John Newman

Signing on behalf of: Googong Township Pty Limited (ACN 154 514 593)

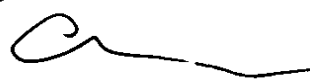
Power of attorney – Book: 4685 No. 290

Execution by the mortgagee Westpac Banking Corporation (ACN 007 457 141) under mortgage registered number A1247165 in respect of 10/754881, 11/754881 and 1/1183929 and mortgage registered number AH648238 in respect of 3/1179941

I certify that I am an eligible witness and that the mortgagee's attorney signed this dealing in my presence.

Certified correct for the purposes of the *Real Property Act 1990* by the mortgagee's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of witness:



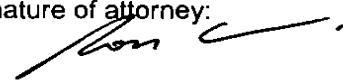
Name of witness:

GREG ANDERSON

Address of witness

Level 3, 275 Kent St
Sydney NSW 2000

Signature of attorney:



Attorney's name:

**Ross Cameron
Tier Three Attorney**

Signing on behalf of: Westpac Banking Corporation (ACN 007 457 141)

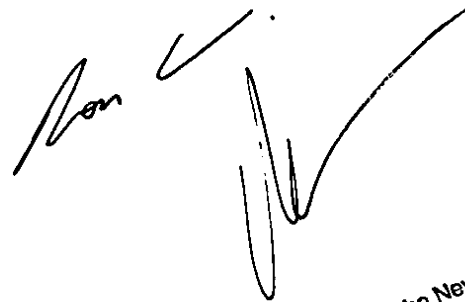
Power of attorney – Book: 4299 No. 332

**Annexure "B" to Request for registration of Planning Agreement
pursuant to s93H of the *Environmental Planning and Assessment Act
1979***

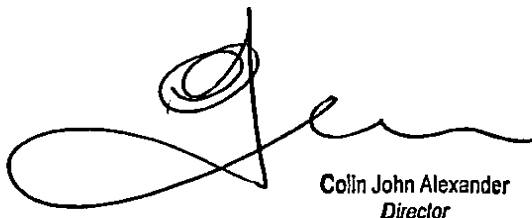
Parties: Googong Township Pty Limited (ACN 154 514 593)

Dated:

The Planning Agreement is contained in the following pages

A handwritten signature in black ink, appearing to read 'Chris Newman', with a large, stylized flourish extending from the end of the name.

Christopher John Newman



Colin John Alexander
Director



Anthony Noel Carey
Director



lindsaytaylorlawyers
planning • environment • local government

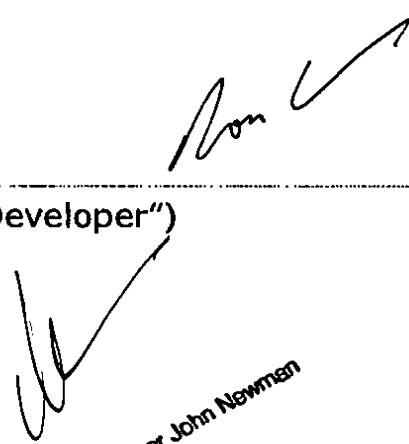
Googong Urban Development Local Planning Agreement

Under s93F of the *Environmental Planning and Assessment Act 1979*

Queanbeyan City Council ("Council")

Googong Development Corporation Pty Ltd ("Developer")

November 2011



Christopher John Newman

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Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd



Googong Urban Development Local Planning Agreement

Table of Contents

Summary Sheet.....	5
Parties.....	7
Background.....	7
Operative provisions.....	7
Part 1 - Preliminary.....	7
1 Definitions and Interpretation.....	7
2 Planning Agreement under the Act.....	15
3 Application of this Agreement.....	15
4 Status of Developer's obligation to make Development Contributions.....	15
5 Ownership of Land.....	16
Part 2 - Development Contributions.....	16
6 Provision of Development Contributions.....	16
7 Offsite Road Work and Offsite Road Contributions.....	18
8 Maintenance of public open space, road verges and other public facilities.....	19
9 Procedures relating to payment of monetary Development Contributions.....	21
10 Procedures relating to the dedication of land.....	21
11 Carrying out of Work.....	22
12 Access to the Land.....	22
13 Protection of people and property.....	23
14 Damage and repairs to Work.....	23
15 Variation of Work.....	23
16 Procedures relating to the completion of Work.....	23
17 Procedures relating to the rectification of defects.....	24
18 Failure to carry out Work.....	24
19 Works-As-Executed-Plan.....	24
20 Application of sections 94, 94A and 94EF of the Act to the Development.....	25
21 Procedures relating to Sewer, Potable Water and Recycled Water Infrastructure.....	25
Part 3 - Recoupment.....	25

Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd



22 Surplus Development Contributions	25
23 Payments to Developer	26
Part 4 – Other Provisions	27
24 Security for Contribution Obligations.....	27
25 Defects Security	30
26 Provision of Guarantee	31
27 Recovery of cost of Work carried out by the Council.....	31
28 Registration of this Agreement.....	31
29 Review of this Agreement	32
30 Implementation of this Agreement.....	34
31 Dispute resolution	34
32 Notices.....	34
33 Approvals and Consent.....	35
34 Assignment and dealings.....	35
35 Entire agreement	37
36 Further Acts	37
37 Governing Law and Jurisdiction.....	37
38 Joint and Individual Liability and benefits.....	37
39 No fetter	38
40 Representations and warranties	38
41 Severability	38
42 Modification.....	39
43 Waiver	39
44 GST.....	39
45 Effect of Scheduled terms and conditions.....	40
46 New Laws.....	40
47 Confidentiality.....	41
48 Indemnity and Insurance.....	41
49 Explanatory Note Relating to this Agreement	42
50 Statement of Compliance	42
Schedule 1 - Development Contributions.....	44
Development Contributions on the following pages.Schedule 2- Dispute Resolution	44
Schedule 2- Dispute Resolution	45
Schedule 3 - Indicative Staging Plan.....	47
Indicative Staging Plan on following page.Schedule 4 - Development.....	47
Schedule 4 - Development	48

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**Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd**



Schedule 5 - Landscape and Open Space Strategy	49
Schedule 6 - Equivalent Person Quotients	49
Schedule 6 - Equivalent Person Quotients	50
Schedule 7 - Per Dwelling Contribution Values by Contribution Category	51
Execution.....	52
Appendix 1 - Map	53
Appendix 2 - Explanatory Note.....	54

**Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd**



Googong Urban Development Local Planning Agreement

Summary Sheet

Council:

Name: Queanbeyan City Council
Address: 257 Crawford St, Queanbeyan, NSW 2620
Telephone: (02) 6285 6276
Facsimile: (02) 6298 4668
Email: GroupManager.StrategicDevelopment@qcc.nsw.gov.au
Representative: Group Manager, Strategic Development

Developer:

Name: Googong Development Corporation Pty Ltd
Address: Level 3, 64 Allara St, Canberra ACT 2061
Telephone: (02) 6230 0800
Facsimile: (02) 6230 0811
Email: mark.attiwill@ciclimited.com.au
Representative: Mark Attiwili, Googong Project Director

Land:

— See the Map in Appendix 1.

Development:

See Schedule 4.

Development Contributions:

See Schedule 1.

Application of s94, s94A and s94EF of the Act:

See clause 20.

**Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd**



Security:

See clauses 24, 25 and 26.

Registration:

See clause 28.

Restriction on dealings:

See clause 34.

Dispute Resolution:

See clause 31 and Schedule 2.

Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd



Googong Urban Development Local Planning Agreement

Under s93F of the *Environmental Planning and Assessment Act 1979*

Parties

Queanbeyan City Council ABN 12 842 185 133 of 257 Crawford St,
Queanbeyan, NSW 2620 (**Council**)

and

Googong Development Corporation Pty Ltd ABN 83104332523 of Level
3, 64 Allara Street, Canberra ACT 2601 (**Developer**)

Background

- A The Developer proposes to carry out the Development on the Land.
- B The Developer owns the Developer's Land and has a right to purchase the Option Land.
- C The Developer has made the First Development Application.
- D The Developer intends to lodge further Development Applications relating to the Development.
- E The Developer is prepared to make Development Contributions in connection with the carrying out of the Development in accordance with this Agreement.

Operative provisions

Part 1 - Preliminary

1 Definitions and Interpretation

1.1 In this Agreement, the following definitions apply:

Act means the *Environmental Planning and Assessment Act 1979*.

Affordable Home Packages means:

- (a) a contract for sale for a completed Dwelling; or
- (b) two separate contracts for sale of vacant land and a Dwelling on that land,

Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd



with a price (or in the case of (b), combined price) of not more than \$337,000, indexed in accordance with *Cordell Housing Index Price*.

Agreement means this Agreement and includes any schedules, annexures and appendices to this Agreement.

AD1 is the number of Dwellings in Development Type 1 for which Development Consent has been obtained by the Developer in the Googong Urban Release Area.

AD2 is the number of Dwellings in Development Type 2 for which Development Consent has been obtained by the Developer in the Googong Urban Release Area.

AD3 is the number of Dwellings in Development Type 3 for which Development Consent has been obtained by the Developer in the Googong Urban Release Area.

Area means the Council's area within the meaning of the *Local Government Act 1993*.

Authorised Officer means in the case of any party, a director, secretary or and officer whose title contains the word "manager" or a person performing the functions of any of them or any other person appointed by that party to act as an Authorised Officer for the purpose of this Agreement.

Authority means a government, semi-government, local government, statutory, public, ministerial, civil, administrative, fiscal or judicial body or other authority or body and includes, where applicable, an accredited certifier within the meaning of the Act.

BASIX Criteria means the minimum criteria which would need to be satisfied in order to obtain a BASIX Certificate within the meaning of the *Environmental Planning & Assessment Regulation 2000*.

Business Day means a day on which banks are open for general banking business in New South Wales (not being a Saturday, Sunday or public holiday in that place).

Compliance Certificate has the same meaning as in the Act.

Confidential Information means any information and all other knowledge at any time disclosed (whether in writing or orally) by the Parties to each other, or acquired by the Parties in relation to the other's activities or services which is not already in the public domain and which:

- (a) is designated, or marked, by either Party as confidential (whether in writing or otherwise);
- (b) is by its nature confidential; ;
- (c) any Party knows or ought to know is confidential; or
- (d) is information which may reasonably be considered to be of a confidential nature,

but does not include information that the Council reasonably determines it is required to make available for inspection in accordance with s18 of the *Government Information (Public Access) Act 2009*.

**Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd**



Consent Authority means, in relation to a Development Application, the Authority having the function to determine the Development Application.

Construction Certificate has the same meaning as in the Act.

Contribution Category means the category listed in Column 2 of Schedule 1 in relation to a Contribution Item.

Contribution Item means an item specified or described in Column 1 of Schedule 1.

Contribution Obligation means in relation to each Contribution Category:

- (a) the Per Dwelling Contribution Value by Contribution Category for that Contribution Category for Development Type 1 x AD1; plus
- (b) the Per Dwelling Contribution Value by Contribution Category for that Contribution Category for Development Type 2 x AD2; plus
- (c) the Per Dwelling Contribution Value by Contribution Category for that Contribution Category for Development Type 3 x AD3.

Contribution Security means Security for a Contribution Obligation.

Contribution Value, in relation to a Contribution Item, means:

- (a) the amount specified in Column 6 of Schedule 1 corresponding to the Contribution Item, or
- (b) if no amount is specified, the amount agreed between the Parties.

CPI means Consumer Price Index (All Groups Index) for Sydney as issued by the Australian Bureau of Statistics.

Defects Security means a bank guarantee, bond, or other form of security approved by the Council, on terms reasonably acceptable to the Council.

Defects Liability Period means, the period commencing on the date of Practical Completion of a Work or Phase, and ending at a time determined by Council acting reasonably and notified to the Developer in writing at the time of issue of the Compliance Certificate for that Work or Phase.

Developer's Land means the land shown in grey on the Map and described as *Googong Development Corporation Pty Limited (GDC)*.

Development means any development carried out by the Developer within the Googong Urban Release Area generally in accordance with the documents contained in Schedule 4 of this Agreement, including the development of up to 6,550 Dwellings.

Development Application has the same meaning as that term has in the Act.

Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd



Development Consent has the same meaning as that term has in the Act.

Development Contribution means a monetary contribution, the dedication of land free of cost, the carrying out of work, or the provision of any other material public benefit, or any combination of them, to be used for, or applied towards, the provision of Public Infrastructure or another public purpose as identified in Column 3 of Schedule 1.

Development Servicing Plan means a plan prepared for the purpose of calculating the amount of monetary contributions that should be required towards the cost of water management works to be specified in a notice under s306(2) of the *Water Management Act 2000*.

Development Type means Development Type 1, Development Type 2, or Development Type 3.

Development Type 1 means single Dwellings on Final Lots (including individual lots in a strata plan) equal to or greater than 468m².

Development Type 2 means single Dwellings on Final Lots (including individual lots in a strata plan) less than 468m².

Development Type 3 means:

- (a) residential apartments, or
- (b) secondary dwellings, as defined in the LEP.

Dwelling has the same meaning as in the LEP.

Environmental Planning Instrument has the same meaning as that term has in the Act.

Equivalent Person Quotient means in relation to a Development Type, the number noted in Column 3 of Schedule 6, in relation to that Development Type.

Equivalent Person means, at any given time the number of dwellings for each Development Type for which Development Consent has been obtained multiplied by the Equivalent Person Quotient for that Development Type.

Final Completion means:

- (a) where the Council has not given the Developer a Rectification Notice under clause 17.1, the date on which the Defects Liability Period for that Work or Phase ends, or
- (b) where the Council has given the Developer a Rectification Notice under clause 17.1, the date on which the Council, acting reasonably, gives the Developer a written notice stating that the defect has been rectified to the Council's reasonable satisfaction,

Final Lot means a lot which is not intended to be further subdivided (by any means including strata subdivision) for the purposes of the Development.

**Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd**



First Development Application means the development application DA41 – 2011 lodged with Council by the Developer on 16 February 2011.

Future Obligations means any obligations under or by virtue of this Agreement which at the time of any proposed assignment or novation contemplated by clause 34.1 are required to be performed or satisfied by the Developer at any time from or after the date on which that assignment or novation takes effect.

Googong Common means the part of the Land shown as such on the Map.

Googong Urban Release Area means the area shown on the *Queanbeyan Local Environmental Plan 2009 (Googong) – Urban Release Area Map*.

GST has the meaning it has in the GST Act.

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

Hamlet means the two hamlets shown on the Indicative Staging Plan.

Implementation Group means a body comprised of representatives of the Developer and the Council that has the roles set out in clause 30 (amended from time to time with the agreement of the Parties) that is to be formally established by a further agreement contemplated by clause 30.3.

Indicative Staging Plan means the plan contained in Schedule 3 to this Agreement, amended from time to time with the agreement (not unreasonably withheld), in writing, of Council.

Joint Management Committee means a body comprised of representatives of the Developer and the Council that has the roles set out in clause 8.4 (amended from time to time with the agreement of the Parties) that is to be formally established by a further agreement contemplated by clause 8.7.

Land means the Developer's Land and the Option Land.

Landscape and Open Space Strategy means a document generally in the form of the document contained in Schedule 5, as amended by the Developer from time to time, provided that to the extent it relates to community land within the meaning of the *Local Government Act 1993*, the amendments must have been made prior to the adoption of a community land plan of management of the kind referred to in clause 8.2 in respect of that community land.

Landscape Supervisor means a suitably qualified person appointed by the Joint Management Committee that reports to that Committee on the following matters:

- (a) the performance and management of contractors in relation to matters the Landscape Works,

Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd



- (b) any recommendations concerning maintenance practices and procedures for public land and facilities in the Googong Urban Release Area,
- (c) such other matters as agreed to by the Parties in accordance with a further arrangement contemplated by clause 8.7.

Landscaping Works means the Contribution Items numbered 1.03, 1.04, 1.05, 1.06, 1.07, 1.08, 1.09, 1.10 and 1.11.

Law means:

- (a) the common law including principles of equity; and
- (b) the requirements of all statutes, rules, ordinances, codes, regulations, proclamations, by-laws or consents by an Authority, presently applying or as they may apply in the future.

LEP means the *Queanbeyan Local Environmental Plan (Googong) 2009*.

LPMA means the Land and Property Management Authority.

Map means the map which is Appendix 1 to this Agreement.

Neighbourhood means the individual Neighbourhoods as shown on the Indicative Staging Plan, and referred to as *NH 1A, NH 1B, NH 2, NH 3, NH 4, and NH 5*.

Neighbourhood Centre means the neighbourhood centre in each Neighbourhood, as shown on the plans in Schedule 4.

New Law means a Law that is amended, varied or changed or a new Law either of which comes into force on or after the date of this Agreement.

Occupation Certificate has the same meaning as in the Act.

Offsite Local Roads means the Work in Contribution Item 5.01 of Schedule 1.

Offsite Road Work means any of the individual items of Work listed in Column 4 of Schedule 1 which comprise part of the Offsite Local Roads.

Offsite Roads Contribution means a monetary Development Contribution for Offsite Local Roads, paid on a per dwelling basis, which is equal to the Per Dwelling Contribution Value by Contribution Category for the Offsite Local Roads Contribution Category.

Offsite Roads MOU means the memorandum of understanding entered into by the Council and Canberra Investment Corporation Limited on 13 June 2008.

Open Space Land- Encumbered means land dedicated under this Agreement that is to be made available for recreation (active, passive and visual) but which serves another primary public purpose, including (but not limited to) drainage, environmental protection, road buffer or service easement.

Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd



Open Space Land – Unencumbered means land dedicated under this Agreement that is to be used exclusively for the primary public purpose of recreation (active, passive and visual).

Option Land means the land shown in blue on the Map and described as *Under Option to GDC*.

Other Developer means a person other than the Developer who obtains Development Consent to carry out development in the Googong Urban Release Area that will or is likely to require the provision of or increase the demand for Public Infrastructure.

Party means a party to this agreement, including their successors and assigns.

Per Dwelling Contribution Value means, in relation to a Development Type, the sum of the Contribution Values for all Contribution Items divided by the Projected Total Population multiplied by the Equivalent Person Quotient for that Development Type, as shown in Column 3 of Schedule 6.

Per Dwelling Contribution Value by Contribution Category means in relation to each Development Type and Contribution Category, the sum of the Contribution Values for the Contribution Items in that Contribution Category divided by the Projected Total Population multiplied by the Equivalent Person Quotient for that Development Type, as shown in Column 2 of Schedule 7.

Phase means a part of a Work that is determined in accordance with clause 11.4.

Phase Value means the proportion of the Contribution Value for a Contribution Item corresponding to a Phase that is determined in accordance with clause 11.5.

Practical Completion in relation to a Work or Phase means the date on which the Council, acting reasonably, gives the Developer a certificate to the effect that that Work or Phase is complete.

Projected Total Population means 15,702 people.

Public Infrastructure means any Contribution Item with a \$ value attributed to that Contribution Item in Column 6 of Schedule 1.

Recoupment Contribution means a monetary Development Contribution, special rate, or other amount paid to the Council by Other Developers to meet the costs of Public Infrastructure.

Rectification Notice means a notice in writing that identifies a defect in a work and requires rectification of the defect within a specified period of time.

Regulation means the *Environmental Planning and Assessment Regulation 2000*.

**Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd**



Security means any combination of cash, a bank guarantee, bond, or other form of security approved by the Council, on terms reasonably acceptable to the Council.

Stage means a stage of the Development as indicated in the Indicative Staging Plan and as modified from time to time with the agreement in writing of Council.

State means the State of New South Wales.

State Government means the government of New South Wales.

Subdivision Certificate has the same meaning as in the Act.

Surplus Value is the amount by which the sum of all Contribution Values exceeds the sum of the Contribution Obligations for all Contribution Categories and all Development Types.

Town Centre means the area indicated as the *Town Centre* on the Indicative Staging Plan.

Up-specification Works means maintenance works and services in relation to the public open space and other land and public facilities dedicated by the Developer to the Council under this Agreement that are not works or services which Council would ordinarily carry out, as specified in the following documents:

- a) the Landscape and Open Space Strategy; and
- b) any further arrangements between the Parties of the kind contemplated by clauses 8.7 and 8.8.

Work means the physical result of any building, engineering or construction work in, on, over or under land required to be carried out by the Developer under this Agreement.

1.2 In this Agreement unless the contrary intention appears:

- 1.2.1 a reference to this Agreement or another instrument includes any variation or replacement of any of them,
- 1.2.2 a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them,
- 1.2.3 the singular includes the plural and vice versa,
- 1.2.4 the word "person" includes a firm, a body corporate, an unincorporated association or an authority,
- 1.2.5 a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns,
- 1.2.6 an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally,
- 1.2.7 an agreement, representation or warranty on the part of two or more persons binds them jointly and severally,
- 1.2.8 a reference to any thing (including, without limitation, any amount) is a reference to the whole and each part of it and a reference to

Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd



a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually,

- 1.2.9 "include" or "including" when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind,
- 1.2.10 If a Party is prohibited from doing anything, it is also prohibited from:
 - (a) allowing or causing it to be done; and
 - (b) doing or omitting to do anything which results in it happening,
- 1.2.11 a reference to a statute, ordinance, code or law includes a statute, ordinance, code or law of the Commonwealth of Australia,
- 1.2.12 a reference to a body, whether statutory or not which ceases to exist or whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its powers or functions,
- 1.2.13 no rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of this Agreement,
- 1.2.14 any capitalised term used, but not defined in this Agreement, will have the meaning ascribed to it under, and by virtue of, the Act, and
- 1.2.15 the Schedules form part of this Agreement.

2 Planning Agreement under the Act

- 2.1 The Parties agree that this Agreement is a planning agreement within the meaning of section 93F of the Act.

3 Application of this Agreement

- 3.1 This Agreement applies to the Land and the Development.

4 Status of Developer's obligation to make Development Contributions

- 4.1 The Developer is under no obligation to make the Development Contributions to the Council as provided for in this Agreement unless and until both of the following matters have occurred in sequence:
 - 4.1.1 Development Consent is granted to any part of the Development subject to a condition imposed under section 93(3) of the Act requiring this Agreement to be entered into; and
 - 4.1.2 this Agreement is entered into as required by clause 25C(1) of the Regulation and the Council dates this Agreement the date of its execution of this Agreement under this clause.

Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd



- 4.2 Until then, this document, executed only by the Developer, is to be read and construed as containing the Developer's irrevocable offer to enter into this Agreement and to make the Development Contributions once all of the matters specified in clause 4.1 have occurred.
- 4.3 The Council must notify the Developer immediately after the Council executes this Agreement and promptly provide the Developer with the Agreement as executed by the Council.
- 4.4 The Developer's obligation to make Development Contributions only arises at the times specified in this Agreement.
- 4.5 This Agreement will cease to apply in relation to a Stage of the Development, and the Land on which that Stage of the Development is constructed, once the Developer has met all of its obligations in relation to that Stage under this Agreement.

5 Ownership of Land

- 5.1 The Developer warrants that it has legally enforceable rights to purchase the Option Land on terms which enable it to comply with the provisions of clause 5.2.
- 5.2 The Developer will ensure that it becomes the registered proprietor of the Option Land, or any part thereof, prior to any obligations arising under this Agreement which require works to be carried out on the Option Land, or which require any part of the Option Land to be dedicated to Council, unless otherwise agreed with Council.
- 5.3 Within 14 days of the Developer exercising any option to purchase the Option Land, the Developer must notify the Council in writing of:
 - 5.3.1 the date that the option was exercised; and
 - 5.3.2 the date on which it will become the registered proprietor of the Option Land.

Part 2 - Development Contributions

6 Provision of Development Contributions

- 6.1 The Developer will for the purpose of providing amenities or services to the public at its risk and expense carry out and deliver the Development Contributions in accordance with this Agreement.
- 6.2 The Developer will carry out and deliver the Development Contributions at the time or times and in the manner set out in the operative provisions of this Agreement and Schedule 1.
- 6.3 Schedule 1 has effect in relation to Development Contributions to be made by the Developer under this Agreement.
- 6.4 The Developer is to make such other Development Contributions to the Council as are provided for in this Agreement to the reasonable satisfaction of the Council.

Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd



6.5 The Council is, within a reasonable time, having regard to the stage of completion of the Development, to apply each Development Contribution made by the Developer under this Agreement towards the public purpose for which it is made and otherwise in accordance with this Agreement.

6.6 The Contribution Value of each Development Contribution is to be indexed annually between 30 June 2011 and the date on which the Development Contribution is made, in accordance with the following formula:

$$\frac{\text{Current CPI} - \text{Previous CPI} \times 100}{\text{Previous CPI}}$$

Previous CPI.

where:

Current CPI means the CPI published for the June quarter before the date on which the Contribution Value is being indexed; and

Previous CPI means the CPI published for the June quarter preceding the Current CPI.

6.7 For the avoidance of doubt, if the actual cost of delivering a Contribution Item is less than the Contribution Value for that Contribution Item, the Developer has no obligation to deliver any additional work to a value equal to the difference between the cost of the Contribution Item and the Contribution Value for that Contribution Item.

6.8 If, at any time after the date of this Agreement, the Developer, CIC Australia or Council obtains funding from any external source for any Contribution Item that is not a Recoupment Contribution (Alternative Funding), it must notify the Parties within 7 days of obtaining the Alternative Funding.

6.9 If the Council obtains the Alternative Funding, then the Parties must meet within 30 days of the provision of the notice under clause 6.8 to determine whether:

6.9.1 the Council will provide the relevant Contribution Item, in which case the Developer has no further obligation under this Agreement to provide the Contribution Item; or

6.9.2 the Developer will remain liable to provide the relevant Contribution Item under this Agreement, in which case, the Council will remit the Alternative Funding to the Developer, in a manner and time determined by the Parties acting reasonably, provided that the Council will have no obligation to pay the Developer an amount which exceeds the actual costs incurred by the Developer in providing the Contribution Item, and the Contribution Value of that Contribution Item will be reduced by the amount of Alternative Funding provided to the Developer, but only for the purposes of calculating the Surplus Value.

6.10 If the Developer obtains Alternative Funding then the Contribution Value of the Contribution Item for which Alternative Funding is obtained is to be reduced by the amount of the Alternative Funding, but only for the purposes of calculating the Surplus Value.

6.11 If the Alternative Funding is obtained in respect of a Contribution Item which involves the payment of monetary Development Contributions by the Developer (Monetary Contribution Item), then clauses 6.9 and 6.10 do not apply, and the Alternative Funding is to be applied:

Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd



- 6.11.1 If obtained by the Developer, to make the monetary Development Contributions the Developer is required to pay in respect of that Monetary Contribution Item; and
- 6.11.2 If obtained by the Council, to meet Council's costs of providing the works or facilities to which that Monetary Contribution Item relates.
- 6.12 If the costs of providing the works and facilities to which a Monetary Contribution Item relates are to be met partly by the Council (Council's Proportion) and partly through the monetary Development Contributions to be made by the Developer (Developer's Proportion), then the monetary Development Contributions payable by the Developer in respect of that Monetary Contribution Item will be reduced by the amount of the Alternative Funding that Council receives and applies pursuant to clause 6.11.2, but only if, and to the extent that that Alternative Funding exceeds Council's Proportion of the costs of providing the works and facilities.
- 6.13 The Contribution Value of a Monetary Contribution Item will be reduced by the amount of Alternative Funding received by the Developer, or the amount by which the Developer's monetary Development Contributions are reduced pursuant to clause 6.12, for the purposes only of calculating the Surplus Value.
- 6.14 For the avoidance of doubt, Alternative Funding does not include any funding for Contribution Items, from whatever source, which is referred to in Schedule 1.

7 Offsite Road Work and Offsite Road Contributions

- 7.1 In the event that the Council does not complete any Offsite Road Work by the time specified in Column 5 of Schedule 1 (Outstanding Offsite Road Work), the Developer may withhold the payment of any further Offsite Roads Contributions which relate to that Outstanding Offsite Road Work until such time as Council calls tenders for that Outstanding Offsite Road Work, at which time, the Developer must pay the Council the Offsite Roads Contributions which have been withheld pursuant to this clause relating to that Outstanding Offsite Road Work for which tenders have been called.
- 7.2 For the purpose of clause 7.1, the Council must provide the Developer with 14 days prior written notice of the calling of tenders for any particular Offsite Road Work.
- 7.3 If the Developer exercises its right to withhold Offsite Roads Contributions in accordance with clause 7.1:
 - 7.3.1 the Developer will not be considered to be in breach of an obligation to make Offsite Roads Contributions in respect of the Outstanding Offsite Road Work by the time specified in Column 5 of Schedule 1;
 - 7.3.2 the issue of any Subdivision Certificates will not be delayed as a result of the failure to make the Offsite Roads Contributions in respect of the Outstanding Offsite Road Work by the time specified in Column 5 of Schedule 1;
 - 7.3.3 the time for making the Offsite Roads Contributions in respect of the Outstanding Offsite Road Work contained in Column 5 of

Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd



- Schedule 1 will be deemed to have been modified to be the date on which tenders are called for the Outstanding Offsite Road Work; and
- 7.3.4 the time for completion of the Outstanding Offsite Road Work contained in Column 5 of Schedule 1 will be deemed to have been modified to be a date determined by Council in consultation with the Developer, being a date after the calling of tenders for that Outstanding Offsite Road Work..
- 7.4 A disagreement between the Parties regarding the most economical manner in which to deliver the Offsite Road Works is a dispute to which clause 31 of this Agreement applies, which must be referred for expert determination.
- 7.5 Council is to use the best cost estimate available to it to calculate the actual cost of delivering the Offsite Local Roads.
- 7.6 The Council is to notify the Developer of its calculation in clause 7.5 and provide the Developer with all supporting documentation relating to its calculation.
- 7.7 Within 14 days of being provided with the documentation in clause 7.6, the Developer is to either:
- 7.7.1 accept the calculated amounts as notified by Council under clause 7.6, in which case those amounts are to be used to adjust the Contribution Value for Offsite Local Roads and Per Dwelling Contribution Value by Contribution Category for Offsite Local Roads, or
- 7.7.2 reject the calculated amounts notified and request an independent reviewer to calculate the actual cost of delivering the Offsite Local Roads.
- 7.8 If the Developer requests an independent review under clause 7.7.2, the cost calculated by the independent reviewer is to be used to adjust the Contribution Value for Offsite Local Roads and Per Dwelling Contribution Value by Contribution Category for Offsite Local Roads.
- 7.9 If, following a variation pursuant to clauses 7.7 or 7.8, the Contribution Value for Offsite Local Roads increases, then the increased Contribution Value only applies in respect of Offsite Roads Contributions to be made by the Developer from the date of the increase in the Contribution Value onwards, and in that respect, the Per Dwelling Contribution Value by Contribution Category for Offsite Local Roads will be recalculated at that point in time, with reference to the increased Contribution Value.
- 7.10 Notwithstanding any other provision of this Agreement, the making of payments by or on behalf of CIC Australia or the Developer under the Offsite Roads MOU will be considered to be the making of monetary Development Contributions comprising the Offsite Roads Contributions.
- 7.11 In addition to any other obligations under this Agreement, the Developer agrees to bear the costs of protecting, relocating or preserving services impacted by the delivery of the duplication of Old Cooma Road.

8 Maintenance of public open space, road verges and other public facilities

Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd



- 8.1 The Parties acknowledge and agree that the arrangements provided for in this clause 8 constitute the provision of a material public benefit within the meaning of s93F(1) of the Act by the Developer to the Council.
- 8.2 The Council, to the extent permitted by law, is to have regard to the Landscape and Open Space Strategy and any further arrangements between the Parties of the kind contemplated by clauses 8.7 and 8.8 when adopting a community land plan of management (POM) in relation to community land, within the meaning of the *Local Government Act 1993*, within the Googong Urban Release Area.
- 8.3 If the Council adopts a POM which is consistent with the Landscape and Open Space Strategy and any further arrangements between the Parties of the kind contemplated by clauses 8.7 and 8.8, then the Developer agrees to fund the Up-specification Works.
- 8.4 Within 12 months of execution of this Agreement by the Developer, the Parties agree to form the Joint Management Committee, which is to have the following functions:
- 8.4.1 assisting the Council in the preparation of a draft POM,
 - 8.4.2 considering and making recommendations to the Council in relation to appropriate amendments to the draft POM in response to public submissions,
 - 8.4.3 considering and making recommendations to the Council in relation to possible future amendments to an adopted POM,
 - 8.4.4 considering and making recommendations to the Council in relation to any tenders for the provision of the Up-specification Works, including the preparation of draft tender specifications and performance standards in relation to Up-specification Works
 - 8.4.5 the appointment of the Landscape Supervisor; and
 - 8.4.6 any other functions agreed between the Parties from time to time.
- 8.5 If the Council does not adopt a POM which is consistent with the Landscape and Open Space Strategy and any further arrangements between the Parties of the kind contemplated by clauses 8.7 and 8.8, then the Joint Management Committee will be disbanded within 14 days of the adoption of the POM.
- 8.6 For the avoidance of doubt, the Parties agree that:
- 8.6.1 the adoption of any recommendation of the Joint Management Committee or otherwise is at the discretion of the Council in accordance with its functions under the *Local Government Act 1993*, including in relation to the selection of tenders under s377 of that Act, and
 - 8.6.2 the Joint Management Committee will not be involved in the preparation of tender documents and will not make recommendations to the Council concerning tenders that do not relate to Up-specification Works.
- 8.7 The Parties, acting reasonably, agree to enter into such further, more detailed arrangements as are reasonably necessary in relation to the matters addressed by this clause 8 and that those further arrangements will not be inconsistent with this Agreement.

Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd



- 8.8 Without limiting clause 8.7, the Parties agree to enter into further, more detailed arrangements specifying the nature and extent of the Up-specification Works.
- 8.9 Notwithstanding any other provision of this Agreement, the Developer is to maintain the Pink Tailed Worm Lizard Conservation Area as described in the '*Pink Tailed Worm Lizard Impact Assessment Report*' dated January 2011 (PTWL Report) referred to in Column 5 of the table to Schedule 1 in relation to Contribution Item 1.11, in accordance with the PTWL Report, until the issue of the Subdivision Certificate for the creation of the Final Lot which will accommodate the 15,702th Equivalent Person in the Development.
- 8.10 For the avoidance of doubt, the Developer's obligation under clause 8.9 is not an Up-specification Work.

9 Procedures relating to payment of monetary Development Contributions

- 9.1 A monetary Development Contribution is made for the purposes of this Agreement when the Council receives the full amount of the contribution payable under this Agreement by unendorsed bank cheque or by the deposit by means of electronic funds transfer of cleared funds into a bank account nominated by the Council, as the case may be.
- 9.2 The Developer is to give the Council not less than 2 Business Days written notice of its intention to pay a monetary Development Contribution.
- 9.3 The Developer is not required to pay a monetary Development Contribution under this Agreement until the Council, after having received the Developer's notice under clause 9.2, has given to the Developer a tax invoice for the amount of that Development Contribution.
- 9.4 The Developer is not in breach of this Agreement if it fails to pay a monetary Development Contribution at the time required by this Agreement by reason only of the Council's failure to give to the Developer a tax invoice in relation to the amount proposed to be paid by it.

10 Procedures relating to the dedication of land

- 10.1 A Development Contribution comprising the dedication of land is made for the purposes of this Agreement upon registration of a dealing which vests the land in the Council.
- 10.2 For the purposes of clause 10.1, but without limiting the means by which the transfer may be effected under clause 10.1:
- 10.2.1 the Developer may give the Council, for execution by the Council as transferee, an instrument of transfer under the *Real Property Act 1900* relating to the land to be dedicated, and
- 10.2.2 if so, the Council is to execute the instrument of transfer and return it to the Developer within 7 days of receiving it from the Developer,

**Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd**



- 10.2.3 If so, the Developer is to lodge the Instrument of transfer for registration at the Department of Lands within 7 days of receiving it from the Council duly executed,
- 10.2.4 If so, the Developer is to do all things reasonably necessary to enable registration of the instrument of transfer to occur.
- 10.3 If this Agreement requires the Developer to dedicate land on which the Developer is also required to carry out a Work under this Agreement, then, not later than 7 days after the Work is taken to have been completed in accordance with this Agreement, the Developer is to provide to the Council or lodge with the LPMA all documents necessary to enable the transfer of the land to Council..
- 10.4 Clause 10.3 does not affect any obligation under this Agreement which requires the dedication of land prior to the completion of any Work on that land.

11 Carrying out of Work

- 11.1 Subject to clause 6.9, the Developer is to carry out and deliver the Work at the time and in the manner set out in Schedule 1.
- 11.2 Any Work that is required to be carried out by the Developer under this Agreement is to be carried out in accordance with any relevant Development Consent and any other applicable law.
- 11.3 The Landscaping Works are to be carried out in accordance with the Landscape and Open Space Strategy.
- 11.4 The Parties may, by agreement in writing, determine a part of a Work to be a Phase at any time prior to the commencement of physical works relating to that Work.
- 11.5 The Parties agree that the Phase Value is to be determined by:
- 11.5.1 the agreement in writing of the Parties; or
- 11.5.2 failing agreement, the amount determined by a suitably qualified quantity surveyor appointed by the Parties.
- 11.6 The Parties agree and acknowledge that any determination of value made by that quantity surveyor is relevant only for the purposes of determining the Phase Value, and does not affect the Contribution Value of a particular Work.
- 11.7 When the Developer considers that a Phase is complete, the Developer must provide the Council with verification of the completion of the Phase from a suitably qualified quantity surveyor.

12 Access to the Land

- 12.1 The Developer is to permit the Council, its officers, employees, agents and contractors to enter the Land at any time, upon giving reasonable prior notice, in order to inspect, examine or test any Work or to remedy any breach of the Developer relating to the carrying out of a Work.
- 12.2 The Council is to permit the Developer to enter and occupy any land owned or controlled by the Council for the purpose of enabling the Developer to carry out any Work under this Agreement that is required to

Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd



be carried out on such land or to perform any other obligation imposed on the Developer by or under this Agreement.

- 12.3 If the Developer is required to carry out Work under this Agreement on land that is not owned or controlled by the Council or Developer, the Developer is to first obtain all consents necessary for the Developer to enter onto that land and carry out the required Work.

13 Protection of people and property

- 13.1 The Developer is to ensure to the fullest extent reasonably practicable in relation to the carrying out of any Work that:
- 13.1.1 all necessary measures are taken to protect people and property,
 - 13.1.2 unnecessary interference with the passage of people and vehicles is avoided,
 - 13.1.3 nuisances and unreasonable noise and disturbances are prevented, and
 - 13.1.4 the Developer complies with all laws including all conditions of any applicable Development Consent, environmental laws and occupational health and safety laws.

14 Damage and repairs to Work

- 14.1 The Developer, at its own cost, is to repair and make good to the satisfaction of the Council any loss or damage to a Work from any cause whatsoever which occurs prior to the date on which the Work is taken to have been completed under this Agreement.

15 Variation of Work

- 15.1 A Work is not to be varied by the Developer, unless:
- 15.1.1 the Parties agree in writing to the variation, and
 - 15.1.2 any consent or approval required under the Act or any other law to the variation is first obtained, and
 - 15.1.3 the Developer bears all of the Council's costs of and incidental to agreeing to and approving the variation.
- 15.2 For the purposes of clause 15.1 a variation may relate to any matter in relation to the Works that is dealt with by this Agreement.

16 Procedures relating to the completion of Work

- 16.1 A Development Contribution comprising the carrying out of a Work is made for the purposes of this Agreement, and the Work is taken to have been completed for the purposes of this Agreement, on Practical Completion of the Work.
- 16.2 On Practical Completion of a Work or Phase, the Council accepts responsibility for the Work, other than responsibility for complying with a

Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd



Rectification Notice, and responsibility for funding the Up-specification Works in accordance with clause 8.3 of this Agreement, which remains with the Developer.

17 Procedures relating to the rectification of defects

- 17.1 During the Defects Liability Period, the Council, acting reasonably, may give to the Developer a Rectification Notice.
- 17.2 The Developer is to comply with a Rectification Notice at its own cost according to its terms and to the satisfaction of the Council.
- 17.3 If the Developer breaches clause 17.2, the Council may have the relevant defect rectified and may recover its costs of so doing by:
 - 17.3.1 calling upon the Defects Security, or
 - 17.3.2 as a debt due in a court of competent jurisdiction.

18 Failure to carry out Work

- 18.1 If the Council considers that the Developer is in breach of any obligation under this Agreement relating to the carrying out of any Work, the Council may elect to give the Developer a notice requiring:
 - 18.1.1 the carrying out of further work relating to the Work to immediately cease except in relation to the rectification of the breach, and
 - 18.1.2 the breach to be rectified to the Council's satisfaction.
- 18.2 A notice given under clause 18.1 is to allow the Developer a period of not less than 28 days or such further period as the Council considers reasonable in the circumstances to rectify the breach.
- 18.3 Without limiting any other rights the Council has to enforce this Agreement, the Council may, if the Developer does not comply with a notice given under clause 18.1:
 - 18.3.1 call upon a Contribution Security referred to in clause 24, and
 - 18.3.2 carry out and complete the Work the subject of the Developer's breach.
- 18.4 Clause 31 and Schedule 2 do not prevent a notice being given under clause 18.1 and do not apply to such a notice or the circumstances relating to the giving of that notice, and any procedure commenced under Schedule 2 ceases to apply when such a notice is given.

19 Works-As-Executed-Plan

- 19.1 No later than 60 days after Practical Completion of a Work, the Developer is to submit to the Council a full works-as-executed-plan in respect of the Work the subject of the notice.
- 19.2 The works-as-executed-plan submitted to the Council is to meet the Council's reasonable requirements which must be notified to the Developer prior to the expiration of the Defects Liability Period for the Work.

**Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd**



20 Application of sections 94, 94A and 94EF of the Act to the Development

- 20.1 Subject to clause 20.2, sections 94 and 94A of the Act do not apply to the Development.
- 20.2 This Agreement does not prevent Council from imposing conditions on development consents for commercial development in the Town Centre pursuant to s94 of the Act requiring monetary contributions for the purposes of car parking.
- 20.3 Section 94EF of the Act applies to the Development.
- 20.4 For the avoidance of doubt:
 - 20.4.1 If the Option Land is not developed by the Developer, that land is not covered by this Agreement, and sections 94 and 94A of the Act continue to apply to that land,
 - 20.4.2 If the Developer does not exercise its option to purchase the Option Land within the time required under the relevant option deed, to the effect that the Developer no longer has a legally enforceable right to purchase the Option Land, then that land is not covered by this Agreement, and sections 94 and 94A of the Act continue to apply to that land, and
 - 20.4.3 sections 94 and 94A of the Act continue to apply to any development, other than the Development, within the Googong Urban Release Area whether carried out by the Developer or any other person.

21 Procedures relating to Sewer, Potable Water and Recycled Water Infrastructure

- 21.1 Subject to clause 6.9, the parties acknowledge that the Developer is to build and dedicate to Council the Work being Contribution Item 7.02.
- 21.2 The Council will ensure that residential user charges for recycled water within the Googong Urban Release Area will be lower than residential user charges for potable water in the Area.

Part 3 - Recoupment

22 Surplus Development Contributions

- 22.1 The Council acknowledges that the Developer is providing Development Contributions under this Agreement that:
 - 22.1.1 exceed the demand for Public Infrastructure created by the Development, and
 - 22.1.2 meet the demand, or part of the demand, for Public Infrastructure created by development in the Googong Urban Release Area which is to be carried out by Other Developers.

Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd



- 22.2 The Council, to the extent permitted by law, is to give consideration to making a contributions plan pursuant to section 94EA of the Act under which the Council collects Recoupment Contributions and, if it determines that it will make such a contributions plan, it must use its best endeavours to do so expeditiously.
- 22.3 The Council, to the extent permitted by law, is also to give consideration to making a Development Servicing Plan under which the Council collects Recoupment Contributions and, if it determines that it will make such a plan, it must use its best endeavours to do so.
- 22.4 The Council, to the extent permitted by law, is also to give consideration to making other applications or taking other steps to collect Recoupment Contributions and to use its reasonable endeavours from time to time to do so.

23 Payments to Developer

- 23.1 Each time a Recoupment Contribution is paid to the Council, the Council is to deposit an amount equal to the amount of that contribution, plus any interest earned by Council on that contribution into the Council's trust fund referred to in s411 of the *Local Government Act 1993* in an account styled *GDC Recoupment Contributions – Googong Development (Recoupment Trust Fund)*.
- 23.2 Within 14 days of the Council providing its consent, pursuant to clause 24.3.2, to a notice issued by the Developer pursuant to clause 24.3.1, if the Developer has provided Contribution Items with a combined Contribution Value and Phase Value (Item Value) in excess of the Contribution Obligation at the date of the notice, then Council will pay the Recoupment Contributions held in the Recoupment Trust Fund to the Developer.
- 23.3 The Council is not obliged to pay Recoupment Contributions to the Developer pursuant to clause 23.2 which would result in the amount paid to the Developer, when added to the Contribution Obligation at the date of the notice referred to in clause 23.2, exceeding the Item Value at the date of that notice.
- 23.4 Once the sum of the payments made to the Developer under this clause (not including any interest earned on Recoupment Contributions by the Council) equals the Surplus Value, the Council has no further obligation to make any payments under this clause.
- 23.5 For the purposes of s94(3) and s94A(3) of the Act, the Parties agree that immediately prior to the imposition of a condition pursuant to s94 or s94A of the Act on a Development Consent granted to an Other Developer requiring the payment of a Recoupment Contribution, the Council incurs a liability to pay the Developer an amount equal to the Recoupment Contribution.
- 23.6 The Parties further agree that immediately prior to the imposition of a pre-condition to the issuing of a certificate of compliance pursuant to s306 of the *Water Management Act 2000* in relation to a Development Consent granted to an Other Developer requiring the payment of a Recoupment Contribution, the Council incurs a liability to pay the Developer an amount equal to the Recoupment Contribution.
- 23.7 The Parties further agree that immediately prior to the imposition of any other requirement to pay a Recoupment Contribution on an Other

**Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd**



- Developer, the Council incurs a liability to pay the Developer an amount equal to the Recoupment Contribution.
- 23.8 For the avoidance of doubt, nothing in this Agreement imposes any obligation on the Council to make any payments to the Developer over and above the Recoupment Contributions actually received by the Council from Other Developers.
- 23.9 The Council acknowledges that the Developer intends to fund Stage 1 of the Old Cooma Road Works, which form part of the Offsite Local Roads, in advance of the time by which contributions towards the Offsite Local Roads are required under this Agreement, in order to facilitate the early completion of those works by Council.
- 23.10 The Council must ensure that Offsite Roads Contributions are only used for the purpose for which they are provided by the Developer under this Agreement.
- 23.11 Within 60 days of the end of the Defects Liability Period for an Offsite Road Work, the Council must notify the Developer of the cost to the Council of the construction of that Offsite Road Work.
- 23.12 If the Developer's share of the actual cost of the construction of an Offsite Road Work is less than the Developer's share of the estimated cost for that Offsite Road Work as noted in Column 4 of Schedule 1, then:
- 23.12.1 the Offsite Roads Contributions which the Developer is required to pay are reduced by the difference between those two amounts (Cost Difference); and
- 23.12.2 if the Developer has already provided Offsite Roads Contributions in an amount greater than the actual cost of the construction of all Offsite Road Works which have been completed, then within 60 days of the end of the Defects Liability Period for the Offsite Road Work, Council will refund to the Developer an amount equal to the Cost Difference.
- 23.13 At the end of all of the Defects Liability Periods for the Offsite Local Roads, Council is to refund to the Developer any unapplied balance of the Offsite Roads Contributions held by Council including any interest earned, within 28 days of demand by the Developer.

Part 4 – Other Provisions

24 Security for Contribution Obligations

- 24.1 Subject to this clause 24, the Developer is to pay Contribution Security to the Council for each Contribution Category in an amount equal to the \$ amount of the Contribution Obligation.
- 24.2 The amount payable under clause 24.1 is to be reduced according to the following formula:

$$CS = CO - CV$$

Where

**Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd**



- CS** = Contribution Security
- CO** = Contribution Obligation
- CV** = the sum of:
 - (a) the Contribution Value of all Contribution Items made in accordance with this Agreement, and
 - (b) the Phase Value of all Phases that have been completed in relation to Contribution Items which have not yet been completed to date in the Contribution Category to which the Contribution Obligation relates.

- 24.3 Not later than 1 February and 1 August in each year following the making of the first payment of Contribution Security to the Council, the following is to occur:
 - 24.3.1 the Developer is to prepare a notice specifying a \$ amount of:
 - (a) the Contribution Value of all Contribution Items made in accordance with this Agreement at the date of the notice (grouped in Contribution Categories),
 - (b) the Phase Value of all Phases that have been completed in relation to Contribution Items which have not yet been completed at the date of the notice (again grouped in Contribution Categories),
 - (c) the Contribution Obligation at the date of the notice, and
 - (d) the Contribution Security held by the Council at the date of the notice.
 - 24.3.2 Within 14 days of receiving a notice under clause 24.3.1, the Council is to notify the Developer of whether it consents (with such consent not to be unreasonably withheld) to the amounts specified in the Developer's notice.
 - 24.3.3 Once the Parties have agreed on the \$ amounts relating to the matters required to be included in a notice under clause 24.3.1, the Parties are to promptly ensure the Council holds the correct amount of Contribution Security in accordance with clauses 24.1 and 24.2.
 - 24.3.4 For the avoidance of doubt, the action required by the Parties pursuant to clause 24.3.3, may involve either the payment of a further amount of Contribution Security to the Council or the refund by the Council of an amount of Contribution Security, which in either case is to occur within 30 days of the Parties reaching agreement under clause 24.3.3.
- 24.4 Subject to clause 24.3, the amount of a Contribution Security that may be held by the Council for a Contribution Obligation at any time is not to exceed the amount determined in accordance with the formula in clause 24.2.
- 24.5 Contribution Security paid to the Council under clause 24.1 is, if in the form of cash, to be deposited into the Council's trust fund referred to in

**Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd**



s411 of the *Local Government Act 1993* in an account styled *GDC Security – Googong Development*, and the Contribution Security may only be used in accordance with this Agreement.

- 24.6 The Council is to provide the Developer with a copy of all transaction documents and bank statements relating to the account in which Contribution Security is held as soon as practicable after the Council receives such documents.
- 24.7 The Council may call-up a Contribution Security only if:
- 24.7.1 the Developer has breached its obligations under this Agreement relating to the making of Development Contributions in the Contribution Category to which the Contribution Security applies (other than an obligation to which the Defects Security relates), and
- 24.7.2 the Council has served on the Developer notice in writing of the breach, and
- 24.7.3 the Developer has failed to remedy the breach within a reasonable period after receipt of the notice having regard to the nature of the breach being a period of not less than 28 days in any circumstances.
- 24.8 If the Council calls-up a Contribution Security, it may use it in satisfaction of the following costs:
- 24.8.1 the reasonable costs of the Council's servants, agents and contractors reasonably incurred for that purpose,
- 24.8.2 all fees and charges necessarily or reasonably incurred by the Council in order to have the Work carried out, completed or rectified, and
- 24.8.3 without limiting clause 24.8.2, all legal costs and expenses reasonably incurred by the Council, by reason of the Developer's breach.
- 24.9 If the Council calls on a Contribution Security in accordance with this Agreement, the Council may, by notice in writing served on the Developer, require the Developer to provide a further or replacement Contribution Security in an amount that, when added to any unused portion of the existing Contribution Security, does not exceed the amount of the Contribution Security the Council is entitled to hold under clause 24.1.
- 24.10 Any interest earned on the Contribution Security is to be held by the Council in the account referred to in clause 24.5.
- 24.11 If the Contributions Security for a Contributions Obligation is exhausted as a result of the Council calling-up a security, the Council may apply any interest in satisfaction of any further costs to which the Contribution Security could have been applied in accordance with this clause 24.
- 24.12 On the completion of the Contributions Obligations, the Council must promptly refund to the Developer on request the balance of the Contributions Security and any interest earned on that Security.
- 24.13 The first payment of Contribution Security is to be made prior to the issue of the first Subdivision Certificate which creates any residential lots in the Development.

Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd



- 24.14 The Developer must not apply for a Subdivision Certificate in relation to the creation of any residential lots in the Development unless the Developer has first provided sufficient Contributions Security for all Contribution Categories in accordance with this clause 24.

25 Defects Security

- 25.1 Upon commencement of the Defects Liability Period for a Work, the Council may give the Developer a notice requiring the Developer to provide a Defects Security in relation to that Work in an amount of:
- 25.1.1 five (5) per cent of the value of the Work, if the value of the Work is less than \$500,000.00; or
 - 25.1.2 \$25,000.00 plus three (3) per cent of the value of the Work if the value of the Work is more than \$500,000.00.
- 25.2 Within 14 days of receiving a notice from the Council that is in accordance with clause 25.1, the Developer is to give the Council a Defects Security in the amount specified in that notice.
- 25.3 The Council is to return a Defects Security or any remaining part of it to the Developer within 28 days of Final Completion of the Work to which that Defects Security relates.
- 25.4 At any time following the provision of a Defects Security, the Developer may provide the Council with a replacement Defects Security in the amount specified by the Council in accordance with clause 25.1.
- 25.5 On receipt of a replacement Defects Security, the Council is to release and return to the Developer as directed, the Defects Security it holds which has been replaced.
- 25.6 The Council may call-up a Defects Security only if:
- 25.6.1 the Developer has breached a Rectification Notice that relates to the Work to which the Defects Security relates, and
 - 25.6.2 the Council has served on the Developer notice in writing of the breach, and
 - 25.6.3 the Developer has failed to remedy the breach within a reasonable period after receipt of the notice having regard to the nature of the breach being a period of not less than 28 days in any circumstances.
- 25.7 If the Council calls-up a Defects Security, it may use it in satisfaction of the following costs:
- 25.7.1 the reasonable costs of the Council's servants, agents and contractors reasonably incurred for that purpose,
 - 25.7.2 all fees and charges necessarily or reasonably incurred by the Council in order to have the Work carried out, completed or rectified, and

Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd



- 25.7.3 without limiting clause 25.7.2, all legal costs and expenses reasonably incurred by the Council, by reason of the Developer's breach.
- 25.8 If the Council calls on a Defects Security in accordance with this Agreement, the Council may, by notice in writing served on the Developer, require the Developer to provide a further or replacement Defects Security in an amount that, when added to any unused portion of the existing Defects Security, does not exceed the amount of the Defects Security the Council is entitled to hold under clause 25.1.
- 25.9 Any interest earned on the Defects Security is to be held by the Council in the Council's trust fund referred to in s411 of the *Local Government Act 1993* in an account styled *GDC Security – Googong Development*.

26 Provision of Guarantee

- 26.1 Upon the execution of this Agreement by all of the Parties, the Developer is to provide the Council with a deed of guarantee between the Council, the Developer, and the Developer's parent company which, at the date of this Agreement is CIC Australia (Parent Company), in terms reasonably satisfactory to the Council, under which the Parent Company undertakes to meet the obligations of the Developer under this Agreement.

27 Recovery of cost of Work carried out by the Council

- 27.1 The Council may recover from the Developer in a court of competent jurisdiction any cost incurred by the Council during the Defects Liability Period in carrying out, completing, or rectifying a defect in a Work that is not met by the Defects Security required under clause 25.
- 27.2 Prior to the commencement of recovery proceedings of the kind contemplated by clause 27.1, the Parties agree to engage in non-binding mediation of the dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time.
- 27.3 For the purpose of clause 27.1, the Council's costs of carrying out, completing or rectifying a defect in a Work includes, but is not limited to:
- 27.3.1 ~~the reasonable costs of the Council's servants, agents and contractors reasonably incurred for that purpose,~~
- 27.3.2 all fees and charges necessarily or reasonably incurred by the Council in order to have the Work carried out, completed or rectified, and
- 27.3.3 without limiting clause 27.3.2, all legal costs and expenses reasonably incurred by the Council, by reason of the Developer's failure to comply with this Agreement.

28 Registration of this Agreement

- 28.1 The Developer agrees that it will procure the registration of this Agreement under the *Real Property Act 1900 (RP Act)* in the relevant folios of the register for the Developer's Land, other than a Final Lot in accordance with section 93H of the Act.

Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd



- 28.2 The Developer, at its own expense, will promptly after this Agreement comes into operation, take all practical steps, and otherwise do anything that the Council reasonably requires, to procure:
- 28.2.1 the consent of each person who:
- (a) has an estate or interest in the Developer's Land registered under the RP Act; or
 - (b) is seized or possessed of an estate or interest in the Developer's Land;
- 28.2.2 the execution of any documents; and
- 28.2.3 the production of the relevant duplicate certificates of title, to enable the registration of this Agreement in accordance with clause 28.1, as soon as practicable.
- 28.3 The Developer, at its own expense, will take all practical steps and otherwise do anything that the Council reasonably requires, as soon as reasonably practicable:
- 28.3.1 to procure the lodgement of this Agreement with the Registrar General as soon as reasonably practicable after this Agreement comes into operation but in any event not later than 60 Business Days after that date; and
- 28.3.2 to procure the registration of this Agreement by the Registrar General, either in the relevant folios of the register for the Developer's Land or in the General Register of Deeds if the Agreement relates to land not under the RP Act.
- 28.4 The Parties agree that if any plan of subdivision to create Final Lots is lodged with the LPMA, the LPMA will be directed not to register this Agreement against the folio identifier of the Final Lots being created by that plan.
- 28.5 Once the Developer has met all of its obligations under this Agreement, the registration of this Agreement against the folio identifier of the Land, or any part of the Land, can be removed, and the Council must do everything reasonably necessary to permit the Developer to have the recording of this Agreement against the folio identifier of the Land or part of the Land removed.
- 28.6 At any time, the Developer may request that the Council remove the registration of this Agreement from the title to any part of the Developer's Land that is not a Final Lot, provided that the Council holds the Contributions Security required under clause 24.

29 Review of this Agreement

- 29.1 This Agreement may be reviewed or modified by the agreement of the Parties using their best endeavours and acting in good faith.
- 29.2 The Parties agree to review this Agreement on the first anniversary of the date on which this Agreement is entered into and every three years after that anniversary, and otherwise if either Party is of the opinion that any change of circumstance has occurred, or is imminent, that materially affects the operation of this Agreement.

Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd



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- 29.3 On each review, other than the review on the first anniversary, the Parties will review the Projected Total Population and dwelling occupancy rates of the Googong Urban Release Area.
- 29.4 For the purposes of clause 29.2, the relevant changes include (but are not limited to):
- 29.4.1 any material change to the Development or Indicative Staging Plan,
 - 29.4.2 any change to the LEP that materially affects the Development or part of the Development,
 - 29.4.3 any change to Council's *Residential and Economic Strategy 2031* that materially affects the Development or part of the Development,
 - 29.4.4 any change to or the making of any Environmental Planning Instrument that materially affects the Development or part of the Development,
 - 29.4.5 any change to a law that restricts or prohibits or enables the Council or any other Authority to restrict or prohibit any aspect of the Development,
 - 29.4.6 If the Developer is, despite all reasonable efforts to do so, unable to obtain all consents necessary for the Developer to enter onto land and carry out Work as required by clause 12.3,
 - 29.4.7 the actual cost of delivering a Contribution Item varies from the Contribution Value for that Item by more than 7.5 per cent,
 - 29.4.8 the exhibition of a draft contributions plan, within the meaning of the Act, relating to land in the Council's area; and
 - 29.4.9 the exhibition of a draft voluntary planning agreement, within the meaning of the Act, between Council and an Other Developer relating to land in the Council's area.
- 29.5 For the purposes of addressing any matter arising from a review of this Agreement referred to in clause 29.2, the Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this Agreement.
- 29.6 If this Agreement becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties agree to do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Agreement is entered into.
- 29.7 A failure by a Party to agree to take action requested by the other Party as a consequence of a review referred to in clause 29.2 is not a dispute for the purposes of clause 31 and is not a breach of this Agreement.
- 29.8 Council acknowledges that the Development Contributions to be provided by the Developer under this Agreement may exceed the demand for public infrastructure generated by 5550 Dwellings. If more than 5550 Dwellings are permitted in the Googong Urban Release Area, the Parties will negotiate in good faith for the adjustment of the Development Contributions to be provided under this Agreement accordingly.
- 29.9 In the event that the Total Projected Population reduces by more than 20% for any reason, the parties must meet, and negotiate in good faith to agree upon a reduction in the Development Contributions provided under this Agreement.

Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd



30 Implementation of this Agreement

- 30.1 Within 6 months of execution of this Agreement by the Developer, the Parties agree to form the Implementation Group, which is to have the following functions:
 - 30.1.1 Monitor and manage the Developer's compliance with its obligations under this Agreement, including in relation to the provision of Contribution Security and Contribution Items;
 - 30.1.2 Monitor and manage the Council's compliance with its obligations under this Agreement, including the making of payments to the Developer under clause 23;
 - 30.1.3 Manage, on request by the parties, the delivery of Contribution Items; and
 - 30.1.4 any other functions agreed between the Parties from time to time.
- 30.2 The Implementation Group is to meet twice annually within 14 days of receipt of the notice referred to in clause 24.3.1, and at other times as agreed by the parties.
- 30.3 The Parties, acting reasonably, agree to enter into such further, more detailed arrangements as are reasonably necessary in relation to the functions, and operation of the Implementation Group and those further arrangements will not be inconsistent with this Agreement.

31 Dispute resolution

- 31.1 If a dispute between any of the Parties arises in connection with this Agreement or its subject matter, then the process and procedures set out in Schedule 2 will apply.

32 Notices

- 32.1 Unless expressly stated otherwise in this Agreement, all notices, certificates, consents, approvals, waivers and other communications in connection with this Agreement must be in writing, signed by the sender (if an individual) or an Authorised Officer of the sender and marked for the attention of the person identified in the Summary Sheet to this Agreement or, if the recipient has notified otherwise, then marked for attention in the way last notified.
- 32.2 They must be:
 - 32.2.1 left at the address set out or referred to in the Summary Sheet to this Agreement;
 - 32.2.2 sent by prepaid ordinary post (airmail if appropriate) to the address set out or referred to in the Summary Sheet to this Agreement;
 - 32.2.3 sent by fax to the fax number set out or referred to in the Summary Sheet to this Agreement;
 - 32.2.4 sent by email to the email address set out or referred to in the Summary Sheet to this Agreement; or
 - 32.2.5 given in any other way permitted by Law.

Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd



- 32.3 However, if the intended recipient has notified a changed postal address or changed fax number, then the communication must be to that address or number.
- 32.4 They take effect from the time they are received unless a later time is specified.
- 32.5 If sent by post, they are taken to be received three days after posting (or seven days after posting if sent to or from a place outside Australia).
- 32.6 If sent by fax, they are taken to be received at the time shown in the transmission report as the time that the whole fax was sent.

33 Approvals and Consent

- 33.1 The Parties acknowledge that this Agreement does not impose any obligation on a Consent Authority to:
 - 33.1.1 grant Development Consent; or
 - 33.1.2 exercise any function under the Act in relation to a change in an environmental planning instrument.

34 Assignment and dealings

- 34.1 The Developer may not sell, transfer, assign or novate or similarly deal with (referred to in this clause as "Dealing") its right, title or interest in the Land (if any) other than a Final Lot, or its rights or obligations under this Agreement, or allow any interest in them to arise or be varied, in each case, without the Council's consent (which shall not be unreasonably withheld).
- 34.2 The Council shall not withhold its consent under clause 34.1 if:
 - 34.2.1 the Developer is not in breach of this Agreement, or if the Developer is in breach of the Agreement, the Developer can demonstrate to Council's reasonable satisfaction that it is taking action to remedy the breach, and
 - 34.2.2 the Council is satisfied, based on evidence procured by the Developer, and any other considerations the Council considers relevant, that the proposed transferee, assignee or novatee has the financial capacity and experience necessary to meet the Developer's obligations under this Agreement.
- 34.3 The Developer must give the Council no less than 40 Business Days notice in writing of the proposed Dealing and the Council must advise the Developer within 20 Business Days whether it will consent to the Dealing, subject to clause 34.4.
- 34.4 Prior to any such sale, transfer, assignment, charge, encumbrance or novation, the Developer must:
 - 34.4.1 procure that the transferee, assignee or novatee executes and delivers to the Council prior to any such Dealing taking effect, a deed in favour of the Council in form and substance acceptable to the Council (acting reasonably) whereby, subject to clauses 34.5 and 34.6:

Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd



- (a) the transferee, assignee or novatee becomes contractually bound with the Council to perform all of the Developer's obligations under this Agreement (including obligations which may have arisen before the transfer, assignment or novation takes effect), or on such other terms as agreed by the Parties;
 - (b) the transferee, assignee or novatee has the benefit of all the Developer's rights under this Agreement, or on such other terms as agreed by the Parties; and
 - (c) the Developer is released from its Future Obligations under this Agreement.
- 34.5 The Parties agree that a transferee, assignee or novatee in a Dealing under this clause of part only of the Land, shall be contractually bound with the Council under clause 34.4.1(a) only in relation to those Future Obligations that relate to that part of the Land in which the transferee, assignee or novatee receives a right, title or interest from the Developer, and the Developer shall remain liable for the remainder of the Future Obligations.
- 34.6 If the Developer, in its absolute discretion, provides the Council with a deed of guarantee or an agreement between the Developer and the transferee, assignee or novatee in terms reasonably satisfactory to the Council, under which the Developer undertakes to meet the Future Obligations of the transferee, assignee or novatee (determined in accordance with clause 34.2), the Parties agree that the transferee, assignee or novatee is not liable under this Agreement to the extent of the Developer's guarantee.
- 34.7 If another Authority takes over the functions of the Council under this Agreement, or if the Council determines that it is desirable for this to happen, then the Council may assign or novate or otherwise deal with its rights and obligations under this Agreement to give effect to this change, and the Developer agrees to enter into such documentation, at the cost of the Council, as may be necessary to confer on the new Authority the rights and obligations of the Council under this Agreement.
- 34.8 Normally any such action would take place by a statutory novation or delegation. However, this clause applies to the extent that it is necessary.

34.9 Without limiting clause 39, the Council must not otherwise deal with its rights and obligations under this Agreement.

34.10 For the purposes of, but without limiting clause 34.1, an assignment by the Developer of its rights or obligations under this Agreement will be deemed to have occurred where there has been a Change of Control, except that clauses 34.4 to 34.6 will not apply to that assignment.

34.11 For the purposes of clause 34.10:

Change of Control means where a person who did not (directly or indirectly) effectively Control the Developer at the date of this Agreement, either alone or together with others, acquires Control of the Developer.

Control includes:

34.11.1 the ability to exercise or control the exercise of the right to vote in respect of more than 50% of the voting shares or other form of voting equity in a corporation;

**Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd**



- 34.11.2 the ability to dispose, or exercise control over the disposal of more than 50% of the shares or other form of equity in a corporation;
- 34.11.3 the ability to appoint or remove all or a majority of the directors of a corporation;
- 34.11.4 the ability to exercise, or control the exercise of the casting of a majority of the votes cast at the meetings of the board of directors of a corporation; or
- 34.11.5 any other means, direct, or indirect, of dominating the decision making and financial and operating policies of a corporation.

35 Entire agreement

- 35.1 This Agreement constitutes the entire agreement of the Parties about its subject matter and supersedes all previous agreements, understandings, and negotiations on that subject matter.

36 Further Acts

- 36.1 Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to effect, perfect or complete this Agreement and all transactions incidental to it.
- 36.2 Without limiting clause 36.1, the Developer agrees for the purpose of determining Equivalent Persons in Column 5 of Schedule 1 to identify the following information on any plan of subdivision that will create residential lots in the Development:
 - 36.2.1 Development Type 1 lots,
 - 36.2.2 Development Type 2 lots, and
 - 36.2.3 Development Type 3 lots, including how many individual apartments intended to be constructed on each lot.

37 Governing Law and Jurisdiction

- 37.1 This Agreement is governed by the law of New South Wales.
- 37.2 The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them.
- 37.3 The Parties are not to object to the exercise of jurisdiction by those courts on any basis.

38 Joint and Individual liability and benefits

- 38.1 Except as otherwise set out in this Agreement, any agreement, covenant, representation or warranty under this Agreement by two or more persons binds them jointly and each of them individually, and any benefit in favour of two or more persons is for the benefit of them jointly and each of them individually.

**Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd**



39 No fetter

- 39.1 This Agreement is not intended to operate to fetter, in any unlawful manner:
 - 39.1.1 the sovereignty of the Parliament of the State to make any Law;
 - 39.1.2 the power of the Executive Government of the State to make any statutory rule; or
 - 39.1.3 the exercise of any statutory power or discretion of any minister of the State or any Authority.(all referred to in this clause as "Discretion").
- 39.2 No provision of this Agreement is intended to, or does, constitute any unlawful fetter on any Discretion. If, contrary to the operation of this clause, any provision of this Agreement is held by a court of competent jurisdiction to constitute an unlawful fetter on any Discretion, the Parties agree:
 - 39.2.1 they will take all practical steps, including the execution of any further documents to ensure the objective of this clause is substantially satisfied;
 - 39.2.2 in the event that clause 39.1 cannot be achieved without giving rise to an unlawful fetter on a Discretion, the relevant provision is to be severed and the remainder of this Agreement has full force and effect; and
 - 39.2.3 to endeavour to satisfy the common objectives of the Parties in relation to the provision of this Agreement which is held to be an unlawful fetter to the extent that is possible having regard to the relevant court judgment.

40 Representations and warranties

- 40.1 The Parties represent and warrant that they have power to enter into this Agreement and comply with their obligations under the Agreement and that entry into this Agreement will no result in the breach of any Law.

41 Severability

- 41.1 The Parties acknowledge that under and by virtue of section 93F(4) of the Act, any provision of this Agreement is not invalid by reason only that there is no connection between the Development and the object of the expenditure of any Development Contribution required to be made by that provision.
- 41.2 The Parties acknowledge that under and by virtue of section 93F(10) of the Act, any provision of this Agreement is void to the extent to which it requires or allows anything to be done that, when done, would breach:
 - 41.2.1 any provision of the Act;
 - 41.2.2 the provisions of an environmental planning instrument; or
 - 41.2.3 a Development Consent applying to the relevant land.

Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd



- 41.3 The Parties agree that to the extent permitted by Law, this Agreement prevails to the extent it is inconsistent with any Law.
- 41.4 If a clause or part of a clause of this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.
- 41.5 If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part of a clause is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

42 Modification

- 42.1 No modification of this Agreement will be of any force or effect unless it is in writing and signed by the Parties.
- 42.2 The Council acknowledges that the Developer may require the approval of its financier prior to agreeing to any modification of this Agreement.

43 Waiver

- 43.1 The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or a breach of obligation by, another Party.
- 43.2 A waiver by a Party is only effective if it is in writing and signed by the Parties.
- 43.3 A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.
- 43.4 The Council acknowledges that the Developer may require the approval of its financier prior to agreeing to any waiver under this Agreement.

44 GST

- 44.1 In this clause:
 - 44.1.1 words and expressions which are not defined in this Agreement but which have a defined meaning in GST Law have the same meaning as in the GST Law; and
 - 44.1.2 GST Law has the same meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999*.
- 44.2 Without limiting the operation of this clause 44, the Parties intend that:
 - 44.2.1 Divisions 81 and 82 of the GST Act apply to the supplies made under and in respect of this Agreement;
 - 44.2.2 no tax invoices will be exchanged between the Parties; and
 - 44.2.3 no additional amounts will be payable on account of GST.
- 44.3 Unless expressly stated, all prices or other sums payable or consideration to be provided under this document are exclusive of GST.

Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd



- 44.4 If GST is payable on any supply made under this document, the recipient (Recipient) will pay to the supplier (Supplier) an additional amount equal to the amount of GST payable on that supply (GST Amount).
- 44.5 The Recipient will pay the GST Amount in addition to and at the same time that the consideration for the supply is to be provided under this document.
- 44.6 The Supplier must deliver a tax invoice or an adjustment note to the Recipient before the Supplier is entitled to payment of a GST Amount. The Recipient can withhold payment of the amount until the Supplier provides a tax invoice or adjustment note as appropriate.
- 44.7 If an adjustment event arises in respect of a taxable supply made by a Supplier under this document, the GST Amount payable by the Recipient will be recalculated to reflect the adjustment event and a payment will be made by the Recipient to the Supplier or by the Supplier to the Recipient as the case requires.
- 44.8 Where a Party is required under this document to pay or reimburse an expense or outgoing of another Party, the amount to be paid or reimbursed by the first Party will be the sum of:
- 44.8.1 the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other Party, or to which the representative member for a GST group of which the other Party is a member, is entitled; and
- 44.8.2 If the payment or reimbursement is subject to GST, an amount equal to that GST.
- 44.9 To the extent that the consideration provided for the Supplier's taxable supply to which clause 44.4 applies is a taxable supply made by the Recipient (Recipient Supply) the GST Amount that would be otherwise payable by the Recipient to the Supplier in accordance with clause 44.4 shall be reduced by the amount of GST payable by the Recipient on the Recipient Supply.
- 44.10 The Recipient must issue to the Supplier an invoice for any Recipient Supply on or before the time at which the Recipient must pay the GST Amount in accordance with clause 44.4 (or the time at which such GST Amount would have been payable in accordance with clause 44.5 but for the operation of clause 44.9).

45 Effect of Scheduled terms and conditions

- 45.1 Subject to any amendments made pursuant to a provision in this Agreement, the Parties agree to comply with the terms and conditions contained in the Schedules as if those rights and obligations were expressly set out in full in the operative parts of this Agreement.

46 New Laws

- 46.1 If the Developer is obliged by a New Law to do something or pay an amount which it is already contractually obliged to do or pay under this Agreement then, to the extent only that the relevant obligation is required under both the New Law and this Agreement, compliance with the New

Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd



Law will constitute compliance with the relevant obligation under this Agreement.

47 Confidentiality

- 47.1 The Parties agree that the terms of this Agreement are not confidential and this Agreement may be treated as a public document and exhibited or reported without restriction by any Party.
- 47.2 The Parties agree, and must procure that any mediator or expert appointed under Schedule 2 agrees as a condition of their appointment:
- 47.2.1 Confidential Information has been supplied to some or all of the Parties in the negotiations leading up to the making of this Agreement; and
- 47.2.2 the Parties may disclose to each other further Confidential Information in connection with the subject matter of this Agreement; and
- 47.2.3 subject to clause 47.2.4 below, to keep confidential all Confidential Information, disclosed to them during or in relation to the expert determination or mediation; and
- 47.2.4 a Party may disclose Confidential Information in the following circumstance:
- (a) to a party or adviser who has signed a confidentiality undertaking to the same effect as this clause; or
 - (b) in order to comply with a Law, State Government policy, local government policy or the ASX Listing Rules; or
 - (c) for a purpose necessary in connection with an expert determination or mediation.
- 47.3 The Parties must keep confidential and must not disclose or rely upon or make the subject of a subpoena to give evidence or produce documents in any arbitral, judicial or other proceedings:
- 47.3.1 views expressed or proposals or suggestions made by a Party or the expert during the expert determination or mediation relating to a possible settlement of the dispute; and
- 47.3.2 admissions or concessions made by a Party during the expert determination or mediation in relation to the dispute; and
- 47.3.3 information, documents or other material, including Confidential Information concerning the dispute which are disclosed by a Party during the expert determination or mediation unless such information, documents or facts will have been otherwise discoverable in judicial or arbitral proceedings.

48 Indemnity and Insurance

- 48.1 For the period between the commencement of a Work and Practical Completion of that Work, the Developer indemnifies the Council, its employees, officers, agents, contractors and workmen from and against all losses, damages, costs (including legal costs on a full indemnity basis), charges, expenses, actions, claims and demands whatsoever

Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd



which may be sustained, suffered, recovered or made arising in connection with the carrying out by the Developer in relation to that Work.

- 48.2 The Developer is to take out and keep current, or is to ensure that its contractors that are responsible for carrying out the Work take out and keep current, to the satisfaction of the Council the following insurances in relation to Work required to be carried out by the Developer under this Agreement up until Practical Completion of the Work:
- 48.2.1 contract works insurance, noting the Council as an interested party, for the full replacement value of the Works (including the cost of demolition and removal of debris, consultants' fees and authorities' fees), to cover the Developer's liability in respect of damage to or destruction of the Works,
 - 48.2.2 public liability insurance for at least \$20,000,000.00 for a single occurrence, which covers the Council, the Developer and any subcontractor of the Developer, for liability to any third party,
 - 48.2.3 workers compensation insurance as required by law, and
 - 48.2.4 any other insurance required by law.
- 48.3 If the Developer fails to comply with clause 48.2, the Council may effect and keep in force such insurances and pay such premiums as may be necessary for that purpose and the amount so paid shall be a debt due from the Developer to the Council and may be recovered by the Council as it deems appropriate including:
- 48.3.1 by calling upon a Contribution Security provided by the Developer to the Council under this Agreement, or
 - 48.3.2 recovery as a debt due in a court of competent jurisdiction.
- 48.4 The Developer is not to commence to carry out any Work unless it has first provided to the Council satisfactory written evidence of all of the insurances specified in clause 48.2.

49 Explanatory Note Relating to this Agreement

- 49.1 Appendix 2 to this Agreement contains the Explanatory Note relating to this Agreement required by clause 25E of the Regulation.
- 49.2 Pursuant to clause 25E(7) of the Regulation, the Parties agree that the Explanatory Note in the Appendix is not to be used to assist in construing this Planning Agreement.

50 Statement of Compliance

- 50.1 At the time of submitting a Development Application the Developer is to submit to the Council a notice setting out as at the date of the notice:
 - 50.1.1 the Development Contributions due to be made under this Agreement; and
 - 50.1.2 the Development Contributions that the Developer has made under this Agreement.
- 50.2 Notwithstanding clause 50.1 the Developer may, at any other time but not more than four times in a calendar year, submit to the Council a notice

**Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd**



setting out as at the date of the notice, the matters referred to in clauses 50.1.1 and 50.1.2,

- 50.3 Within 14 days of receiving a notice under clauses 50.1 or 50.2, the Council is to notify the Developer whether it agrees with the amounts specified in the Developer's notice.

Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd



Schedule 1 - Development Contributions
(Clause 6)

Development Contributions on the following pages.

Schedule 1
(clause 6)

Development Contributions

Note: The Contribution Values listed in this Schedule are based on the best available information at the time of execution of the Agreement by the Developer. Further details of the scope and timing of work for Contribution Items 2.06 Indoor Sports and Aquatic Centre, 5.01 Off-site Local Roads and 7.02 Googong Integrated Water Cycle is available in the following source documents held by Queanbeyan City Council and Googong Development Corporation:

- Brown Consulting - Old Cooma Road Realignment - Preliminary Sketch Plan Report, January 2010;
- Cox Richardson - Indicative Local Aquatic Centre, April 2009;
- Evans and Peck - Googong Integrated Water Cycle Cost Estimate Agreement, August 2010;
- Gabitties Porter - Googong and Tralee Traffic Study (2031) Overview, April 2010;
- Gabitties Porter - Queanbeyan Timing of Works Analysis, March 2010;
- GHD - South Queanbeyan Roads Costs Estimates, February 2009;
- GHD - South Queanbeyan Roads Costs Estimates Scenario Cost Amendment, April 2009;
- Rider Levett Bucknall - Googong Aquatic Centre - Order of Cost Estimate, April 2009

Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value
1.01 Dedication of land for open space	Open Space and Recreation	Public open space	Subject to detailed design and final survey, the Developer is to dedicate 61.82 hectares of Open Space Land – Unencumbered for: <ul style="list-style-type: none"> - the Googong Common and Hill 800 (as defined in the Landscape and Open Space Strategy (Hill 800) (23.87ha excluding land for sports fields and the Indoor Sports and Aquatic Centre), - neighbourhood, local and civic parks (15.83ha), - sportsfields (including 2 fields in neighbourhood 1 and 5 in Googong Common equating to 22.12ha), 	To be dedicated in accordance with the timing set out for Items 1.03, 1.04, 1.05, 1.06, 1.07, 1.08, 1.09 and 1.10 and clause 9.3 of this Agreement	\$ 8,665,951,

Schedule 1 – 28.07.11 EXECUTION – Contribution Values indexed to 30 June 2011 in accordance with CPI
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Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value
1.02 Dedication of land for open space	Open Space and Recreation	Public open space	<ul style="list-style-type: none"> - netball courts (included in above land areas) - tennis courts (area included in the above land areas) <p>Land to be dedicated shall be located generally as shown in:</p> <ul style="list-style-type: none"> - the Landscape and Open Space Strategy in Schedule 5, and - the open space plan in Schedule 4 <p>Note that:</p> <ul style="list-style-type: none"> - The dedication of an additional 20,000 sqm of land for recreation is provided in Item 2.05. <p>Subject to detailed design and final survey, the Developer is to dedicate 123.07 hectares of Open Space Land - Encumbered generally consistent with the open space plan in Schedule 4:</p> <ul style="list-style-type: none"> - Buffer corridor - Old Cooma Road (10.09 ha), - Catchment Dam (34.33ha), - Drainage reserve (E2 Zone) (40.58ha) - Pink Tailed Worm Lizard Conservation Area (excluding E2 land) (38.07ha) <p>Note that: An additional area of open space for drainage is included in drainage, refer to Item 5.</p>	To be dedicated progressively in accordance with the timing set out for Item 1.11 and clause 9.3 of this Agreement.	\$2,554,933
1.03 Embellishment of Playgrounds, Sportsfields and associated	Open Space and Recreation	Public local sporting and recreational facilities	The Developer is to embellish sportsfields in a manner and extent generally consistent with that described in the Landscape and Open Space Strategy (LOSS). The active open space (Sportsfields) will comprise of:	Sportsfield 1 in Neighbourhood 1A- to be completed prior to the issue of the Subdivision Certificate for the creation of lots	\$13,253,161

Schedule 1 - 28.07.11 EXECUTION - Contribution Values indexed to 30 June 2011 in accordance with CPI

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Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value
Recreational Facilities			<ul style="list-style-type: none"> - 2 x international cricket fields, - 2 x double soccer fields, - 3 x international cricket / double soccer fields, and - 2 x playgrounds <p>Works to be carried out to include:</p> <p>Sportsfield 1 (located in neighbourhood 1A)</p> <p>AFL (165x150) co-use with cricket (160x142), irrigation, floodlighting and practice nets. Amenities building with public toilets, spectator seating with shade canopy and car parking.</p> <p>Community facilities include a medium shelter with BBQ (1), share path, bicycle racks, pedestrian access paths, wayfinding signage, benches, bins, water bubbler, general landscaping and wildlife corridor planting.</p> <p>Sportsfield 2 (located in neighbourhood 1A)</p> <p>Double soccer field (100 x 76) co-use with Rugby League (122x68), irrigation, floodlighting and practice nets. Amenities building with public toilets, spectator seating and car parking.</p> <p>Local Playground (LP03), medium shelter with BBQ, pedestrian access paths with pedestrian lighting, bicycle racks, wayfinding signage, benches, water bubbler, bins and general landscaping.</p> <p>Sportsfield 3 (located in Googong Common)</p> <p>AFL (165x150) co-use with cricket (160x142), irrigation, floodlighting and practice nets. Amenities building (co-</p>	<p>which are proposed to accommodate the 877th Equivalent Person (6% of the Projected Total Population)</p> <p>Sportsfield 2 in Neighbourhood 1A- to be completed prior to the issue of a Subdivision Certificate for the creation of lots which are proposed to accommodate the 4,486th Equivalent Person (28% of the Projected Total Population).</p> <p>A sportsfield in Googong Common will be provided prior to the issue of a Subdivision Certificate for the creation of lots which are proposed to accommodate every subsequent 2,243rd Equivalent Person, up to the Projected Total Population.</p>	

Schedule 1 - 28.07.11 EXECUTION - Contribution Values indexed to 30 June 2011 in accordance with CP1
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Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value
1.04 Embellishment of Courts	Open Space and Recreation	Public open space	<p>share with Sportsfield 4), spectator seating with shade canopy and car parking.</p> <p>Sportsfield 4 (located in Googong Common)</p> <p>Double soccer field (100x76) co-use with cricket (160x142) and Rugby League (122x68), irrigation, floodlighting and practice nets. Amenities building (co-share with Sportsfield 3), spectator seating with shade canopy and car parking. Access to Local Playground (LP06).</p> <p>Sportsfield 5 (located in Googong Common)</p> <p>Sportsfield: Double soccer field (100x76) co-use with cricket (160x142) and Rugby League (122x68), irrigation, floodlighting and practice nets. Amenities building (co-share with Sportsfield 6), spectator seating with shade canopy and car parking.</p> <p>Sportsfield 6 (located in Googong Common)</p> <p>Double soccer field (100x76) co-use with cricket (160x142) and Rugby League (122x68), irrigation, floodlighting and practice nets. Amenities building (co-share with Sportsfield 5), informal spectator seating and car parking.</p> <p>Sportsfield 7 (located in Googong Common)</p> <p>Double soccer field (100x76) co-use with Rugby League (122x68), irrigation and floodlighting. Amenities building, spectator seating and car parking.</p>	To be completed prior to the issue of a Subdivision Certificate	\$643,763

Schedule 1 - 28.07.11 EXECUTION - Contribution Values indexed to 30 June 2011 in accordance with CP1
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Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value
1.05 Embellishment of Courts	Open Space and Recreation	Public open space	<p>Access to amenities in the Indoor Sports and Aquatic Centre</p> <p>10 x Tennis courts (4 courts will be in Neighbourhood 1 and two courts in Neighbourhoods 3, 4 and 5).</p> <p>Works for each pair of tennis courts include:</p> <ul style="list-style-type: none"> - lighting - courtside shelter - toilet and change facilities 	<p>for the creation of lots which are proposed to accommodate the 5235th Equivalent Person (33% of the Projected Total Population)</p> <p>2 tennis courts (No. 1 & 2) to be completed prior to the issue of a Subdivision Certificate for the creation of lots which are proposed to accommodate the 510th Equivalent Person (3% of the Projected Total Population).</p> <p>2 tennis courts (No. 3 & 4) to be completed prior to the issue of a Subdivision Certificate for the creation of lots which are proposed to accommodate the 5745th Equivalent Person (36% of the Projected Total Population).</p> <p>2 more tennis courts to be completed prior to the issue of a Subdivision Certificate for the creation of lots which are proposed to accommodate every subsequent 3,141st Equivalent Person, up to the Projected Total Population.</p>	\$1,035,291
1.06 Embellishment of Googong Common	Open Space and Recreation	Public open space	<p>The Developer is to embellish open space in Googong Common generally consistent with that described in the LOSS, specifications including:</p> <ul style="list-style-type: none"> - Feature entry area to include paved access, arts and signage elements, shelters, feature planting, 	<p>To be completed in stages, in parallel with delivery of adjacent Sportsfields.</p>	\$13,940,702

Schedule 1 - 28-07-11 EXECUTION - Contribution Values indexed to 30 June 2011 in accordance with CP1
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Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value
1.07 Embellishment of Hill 800	Open Space and Recreation	Public open space	<p>major water feature and access to creekline and carparking.</p> <ul style="list-style-type: none"> - Hard landscaping to include share path, bush track and multi use trail networks with lighting, bicycle racks, pedestrian access paths with pedestrian lighting, access to creekline and pedestrian bridges (6) across creekline, wayfinding signage and arts elements, benches, water bubblers, bins and carparking. - 2 x local playgrounds suitable for ages 1-12 years - 1 x regional playground suitable for all ages - 14 x small shelters. - 5 x small shelters with BBQ, - 4 x small shelters with interpretive signage, - 3 x medium shelter, - 4 x medium shelter with BBQ, - 3 x large shelter with BBQ and - 1 x Community Garden 	To be completed prior to the issue of a Subdivision Certificate for the creation of lots which are proposed to accommodate the 9,423 rd Equivalent Person (60% of the Projected Total Population).	\$1,162,694

Schedule 1 - 28.07.11 EXECUTION - Contribution Values indexed to 30 June 2011 in accordance with CPI

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Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value
1.08 Embellishment of Neighbourhood parks	Open Space and Recreation	Public open space	<p>bins and carparking.</p> <p>Soft landscaping.</p> <p>The Developer is to embellish Neighbourhood parks generally consistent with that described in the LOSS. Specifications for each park are listed below.</p> <p><i>Neighbourhood Park 1 (Neighbourhood 1)</i></p> <p>Hard landscaping to include share path network with lighting, bicycle racks, pedestrian access paths with pedestrian lighting, access to waterbodies, wayfinding signage and arts elements, benches, water bubblers, bins, 1 x Neighbourhood Playground (NP01) suitable for all ages, and 1 x medium sized shelter with BBQ and an arts/water element. General landscaping and wildlife corridor planting.</p> <p><i>Neighbourhood Park 2 (Neighbourhood 2)</i></p> <p>Hard landscaping to include share path with lighting, bicycle racks, pedestrian access paths with pedestrian lighting, access across drainage corridor (WSUD element), wayfinding signage and arts elements, benches, water bubblers, bins, 1 x Neighbourhood Playground (NP02) suitable for all ages, 1 x small shelter, 1 x medium shelter with BBQ and an arts element. Soft landscaping to include feature planting at entries and general landscaping.</p> <p><i>Neighbourhood Park 3 (Neighbourhood 3)</i></p> <p>Hard landscaping to include pedestrian access paths with pedestrian lighting, bicycle racks, wayfinding signage and minor arts element, benches, water bubblers, bins 1 x Neighbourhood Playground (NP03) suitable for all ages, 1 x medium sized shelter with BBQ.</p>	<p>First Neighbourhood park to be completed prior to the issue of a Subdivision Certificate for the creation of lots proposed to accommodate 510th Equivalent Person (3% of the Projected Total Population).</p> <p>A Neighbourhood park is to be provided prior to the issue of a Subdivision Certificate for the creation of lots which are proposed to accommodate every subsequent 3141st Equivalent Person, up to the Projected Total Population.</p>	\$4,183,373

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Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value
1.09 Embellishment of Local parks	Open Space and Recreation	Public open space	<p>Soft landscaping to include feature planting at entries and general landscaping.</p> <p><i>Neighbourhood Park 4 (Neighbourhood 4)</i></p> <p>Hard landscaping to include pedestrian access paths with pedestrian lighting, bicycle racks, wayfinding signage and minor arts element, benches, water bubblers and bins. 1 x Neighbourhood Playground (NP04) suitable for all ages and 1 x medium sized shelter with BBQ. Soft landscaping to include feature planting at entries and general landscaping.</p> <p><i>Neighbourhood Park 5 (Neighbourhood 5)</i></p> <p>Hard landscaping to include pedestrian access paths with pedestrian lighting, bicycle racks, wayfinding signage and minor arts element, benches, water bubblers, bins, 1 x Neighbourhood Playground (NP05) suitable for all ages and 1 x medium sized shelter with BBQ. Soft landscaping to include feature planting at entries and general landscaping.</p>	<p>First local park to be completed prior to the issue of a Subdivision Certificate for the creation of lots which are proposed to accommodate 1208 Equivalent Persons (7.7% of the Projected Total Population).</p> <p>Embellishment of a further local park is to be completed prior to the issue of a Subdivision</p>	\$3,486,144

Schedule 1 - 28.07.11 EXECUTION - Contribution Values indexed to 30 June 2011 in accordance with CPI

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Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value
			<p>Soft landscaping to include feature planting at entries and general landscaping.</p> <p><i>Local Parks No. 2 & 3</i></p> <p>Hard landscaping to include entry arts element with signage, pedestrian access paths with pedestrian lighting, bicycle racks, wayfinding signage and minor arts element, benches, water bubbler and bins. Car parking in adjacent streets. Community facilities include Local Playground (LP02) and three (3) small sized shelters – one (1) BBQ, one (1) interpretive signage. Soft landscaping to include feature planting at entries and general landscaping.</p> <p><i>Local Park No. 4</i></p> <p>Hard landscaping to include pedestrian access paths with pedestrian lighting, bicycle racks, wayfinding signage and minor arts element, small shelter (1), benches, water bubbler and bins. Car parking in adjacent streets. Soft landscaping to include feature planting at entries and general landscaping.</p> <p><i>Local Park No. 5 & 6</i></p> <p>Hard landscaping to include pedestrian access paths with pedestrian lighting, bicycle racks, wayfinding signage and minor arts element, small shelter (1), benches, water bubbler and bins. Car parking in adjacent streets. Soft landscaping to include feature planting at entries and general landscaping.</p> <p><i>Local Park No. 7</i></p> <p>Hard landscaping to include pedestrian access paths with pedestrian lighting, bicycle racks, wayfinding</p>	<p>Certificate for the creation of lots which are proposed to accommodate every subsequent 1208th Equivalent Person, up to the Projected Total Population.</p>	

Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value
			<p>signage and minor arts element, small shelter (1), benches, water bubbler and bins. Car parking in adjacent streets. Soft landscaping to include feature planting at entries and general landscaping.</p> <p><i>Local Park No. 8</i></p> <p>Hard landscaping to include pedestrian access paths with pedestrian lighting, bicycle racks, wayfinding signage and minor arts element, benches, water bubbler and bins. Car parking in adjacent streets. Community facilities include Local Playground (LP04) and small shelter (1). Soft landscaping to include feature planting at entries and general landscaping.</p> <p><i>Local Park No. 9</i></p> <p>Hard landscaping to include pedestrian access paths with pedestrian lighting, bicycle racks, wayfinding signage and minor arts element, small shelter (1), benches, water bubbler and bins. Car parking in adjacent streets. Soft landscaping to include feature planting at entries and general landscaping.</p> <p><i>Local Park No. 10</i></p> <p>Hard landscaping to include pedestrian access paths with pedestrian lighting, bicycle racks, wayfinding signage and minor arts element, small shelter (1), benches, water bubbler and bins. Car parking in adjacent streets. Soft landscaping to include feature planting at entries and general landscaping.</p> <p><i>Local Park No. 11</i></p> <p>Hard landscaping to include pedestrian access paths with pedestrian lighting, bicycle racks, wayfinding</p>		

Schedule 1 - 28.07.11 EXECUTION - Contribution Values indexed to 30 June 2011 in accordance with CPI
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Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value
1.10 Civic space - Embellishment of local open space	Open Space and Recreation	Public open space	<p>signage and minor arts element, benches, water bubbler and bins. Car parking in adjacent streets. Community facilities include Local Playground (LP07) and a small sized shelter (1). Soft landscaping to include feature planting at entries and general landscaping.</p> <p><i>Local Park No. 12</i></p> <p>Hard landscaping to include pedestrian access paths with pedestrian lighting, bicycle racks, wayfinding signage and minor arts element, small shelter (1), benches, water bubbler and bins. Car parking in adjacent streets.</p> <p>Soft landscaping to include feature planting at entries and general landscaping.</p> <p><i>Local Park No. 13</i></p> <p>Hard landscaping to include pedestrian access paths with pedestrian lighting, bicycle racks, wayfinding signage and minor arts element, benches, water bubbler and bins. Car parking in adjacent streets. Community facilities include Local Playground (LP08) and a small sized shelter (1). Soft landscaping to include feature planting at entries and general landscaping.</p>	First civic space to be completed prior to the issue of a Subdivision Certificate for development to accommodate 3,141st equivalent persons (20% of the Projected Total	\$2,556,506

Schedule 1 - 28.07.11 EXECUTION - Contribution Values indexed to 30 June 2011 in accordance with CPI
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Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value
1.11 Environmental management - Embellishment of local open space	Open Space and Recreation	Public open space	<p>Hard landscaping to include feature paved access/spaces, pedestrian lighting, major arts/water element, minor arts and signage elements, wayfinding signage, benches, water bubblers, bins, 1 x medium shelter. Soft landscaping to include street trees, feature planting at key areas and general landscaping.</p> <p>1 x civic space located in each of Neighbourhoods 1A, 3, 4 and 5</p> <p>Hard landscaping to include feature paved access/spaces, pedestrian lighting, minor arts and signage elements, wayfinding signage, benches, water bubblers, bins and 1 x medium shelter. Soft landscaping to include street trees, feature planting at key areas and general landscaping.</p>	<p>Population)</p> <p>An additional civic space is to be completed prior to the issue of a Subdivision Certificate for every subsequent 314th equivalent person.</p>	\$6,346,074
			<p>Drainage Reserves</p> <p>The Developer is to restore the bushland generally consistent with the LOSS, comprising:</p> <ul style="list-style-type: none"> - bushland regeneration – removal of weeds/burns/soil scarification/introduced planting, or - assisted bushland regeneration – the above and replanting of species missing from the vegetation structure, or - bushland reconstruction – the above and replanting of vegetation (where little veg exists). <p>Hard landscaping included above within Googong Common section.</p>	<p>Embellishments to be provided progressively prior to the issue of a Subdivision Certificate for adjacent development (or in respect of Drainage Reserve Works, as required to facilitate efficient drainage works).</p>	

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Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value
			<p>Soft landscaping to include screen planting and general landscaping of water recycling plant drainage reserve</p> <p>Buffer Corridor - Old Cooma</p> <p>Generally consistent with the LOSS.</p> <p>Hard landscaping to include a path within open space, wayfinding signage and benches.</p> <p>Soft landscaping to include general landscaping to meet APZ requirements.</p> <p>Googong Dam Road</p> <p>Generally consistent with the LOSS.</p> <p>Hard landscaping to include pedestrian access paths, wayfinding signage and benches.</p> <p>Soft landscaping to include general landscaping to meet APZ requirements.</p> <p>Dam Foreshore Protection</p> <p>Generally consistent with the LOSS.</p> <p>Hard landscaping to include bush track, small shelter with 1 x interpretive signage, wayfinding signage and benches.</p> <p>Soft landscaping to include bushland restoration and general landscaping to meet designation requirements.</p> <p>Pink Tailed Worm Lizard Conservation Area</p>		

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Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value
1.12 Maintenance of local open space	Open Space and Recreation	Public open space	Works as described in the Pink Tailed Worm Lizard Impact Assessment report prepared by Biosis dated January 2011 including: <ul style="list-style-type: none"> • Removal of exotic woody vegetation • Translocation of rocks into the PTWL Conservation PTWL • Revegetation with native grasses • Establish a fence around the boundary of the Conservation Area 	To be provided continuously until a date to be agreed between the parties	NIL see Clause 8
Sum of Contribution Values for the Open Space and Recreation Contribution Category is \$57,828,590					
2.01 Dedication of land for multipurpose centre	On-site Community Facilities & Services	Public civic and community service facilities	The Developer is to dedicate 12,000 square metres of land on which item 2.02 will be constructed	To be dedicated in accordance with the timing set out for Item 2.02, and clause 9.3 of this Agreement.	\$934,200
2.02 Design and Construction of the Multipurpose centre	On-site Community Facilities & Services	Public civic and community service facilities	The Developer is to build a multi-purpose community centre with a maximum gross floor area of 2,615 square metres and located in or adjacent to the Town Centre. This item is to be constructed in 3 stages: <ul style="list-style-type: none"> - Stage 1 to include up to 695sqm including a community hall, meeting and activity rooms, Council shopfront and offices, - Stage 2 to include up to 480sqm for community 	Stage 1 - To be completed prior to the issue of the Subdivision Certificate for the creation of lots which are proposed to accommodate the 5,182nd Equivalent Person (33.3% of The Projected Total Population) Stage 2 - To be completed prior to the issue of the Subdivision Certificate for the creation of lots	\$11,927,986

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Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value
			<p>space (cumulative total 1,175sqm), and</p> <p>Stage 3 to include up to 1440sqm including a branch library, senior citizens space, space for aged care services (cumulative total 2,615sqm).</p>	<p>which are proposed to accommodate the 10,365th Equivalent Person (66.7% of the Projected Total Population).</p> <p>Stage 3- To be completed prior to the issue of the Subdivision Certificate for the creation of lots which are proposed to accommodate the 14,435th Equivalent Person (90% of the Projected Total Population).</p> <p>To be dedicated in accordance with the timing set out for Item 2.03(b), and clause 9.3 of this Agreement.</p>	
2.03(a) Dedication of land for neighbourhood community facilities	On-site Community Facilities & Services	Public civic and community service facilities	The Developer is to dedicate 2 X 1,350 sqm sites on which the facilities in item 2.03(b) will be constructed.		\$700,650
2.03(b) Design and construction of neighbourhood community facilities	On-site Community Facilities & Services	Public civic and community service facilities	The Developer is to provide 2 Neighbourhood community facilities each of approximately 450 sqm (equating to a maximum of 900 sqm) to be provided in Neighbourhoods 1A and 4. Works to include:	1 st Neighbourhood community facility is to be completed prior to the issue of a Subdivision Certificate for the creation of lots which are proposed to accommodate the 3,000 th	\$3,388,224

Schedule 1 - 28.07.11 EXECUTION - Contribution Values indexed to 30 June 2011 in accordance with CPI
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Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value
			<ul style="list-style-type: none"> - meeting, kitchen, and storage and amenities space 	Equivalent Person. 2 nd Neighbourhood community facility is to be completed prior to the issue of a Subdivision Certificate for the creation of lots which are proposed to accommodate the 13,000 th Equivalent Person.	
2.04 Maintenance of community facilities	On-site Community Facilities & Services	Public civic and community service facilities	In accordance with the provisions of clause 8 of this Agreement	To be provided continuously until a date to be agreed between the parties.	NIL
2.05 Dedication of land for the Indoor Sports and Aquatic Centre	On-site Community Facilities & Services	Public civic and community service facilities..	Subject to detailed design and final survey the Developer is to dedicate 20,000sqm of land on which Item 2.06 will be constructed.	To be dedicated in accordance with the timing set out for Item 2.06, and clause 9.3 of this Agreement, or at such earlier time as is determined by the Developer in its discretion.	\$1,557,000
2.06 Design and construction of the Indoor Sports and Aquatic Centre	On-site Community Facilities & Services	Public civic and community service facilities.	Developer to complete the following Works: <ul style="list-style-type: none"> - an indoor aquatic hall, - 25m x 8 lane pool, - 50 square metres children's wading pool, - amenities, foyer, reception, administration, kiosk, plant and storage, - a two court indoor sports hall with tiered seating, 	To be completed prior to the issue of a Subdivision Certificate for the creation of lots which are proposed to accommodate the 11,779 th Equivalent Person (75% of the Projected Total Population)	\$15,040,579

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Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value
2.07 Community Development Worker	On-site Community Facilities & Services	Local Community Service	<ul style="list-style-type: none"> car parking and soft landscaping. <p>The Developer will seed fund the employment of a community development worker until the Development is completed.</p> <p>The position will start on a part-time basis and increase hours as the population grows.</p> <p>The position is to be designed to complement services provided by Council and the community development worker will liaise with relevant Council personnel where appropriate.</p>	Community Development Worker to commence prior to the issue of a Subdivision Certificate for the creation of lots which are proposed to accommodate the 555 th Equivalent Person (10% of the Projected Total Population). The position will be ongoing for the duration of the Development.	N/A
Sum of Contribution Values for the On-site Community Facilities & Services Contribution Category is \$33,548,639					
3.01 Monetary contribution towards the Queanbeyan City Cultural Centre	Off-site Community Facilities	Public civic and community service facilities	<p>The Developer is to pay per dwelling monetary contributions as determined by the following formula:</p> <p>Cultural Centre Average Contribution Per Dwelling = $\text{Work} - (\text{Grant} + \text{Fund}) / \text{Dev}$</p> <p>Where</p> <p>Work = \$7,000,000</p> <p>Fund = funding from other sources</p> <p>Grant = grants plus other Council funding</p> <p>Dev = Total estimated future potential city development identified in Council's Contribution's Plan 2005 (as at January 2007) + additional estimated future dwellings in Urban Release Areas identified in Queanbeyan Residential and Economic Strategy 2031.</p>	To be paid on a per dwelling basis prior to the issue of a Subdivision Certificate for the creation of lots.	\$791,603

Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value
Sum of Contribution Values for Off Site Community Facilities Contribution Category is \$791,603					
4.01 Dedication of land for local roads	On-Site Local Roads	Provided to meet the demands of the of Development	Therefore Cultural Centre Average Contribution Per Dwelling = \$7,000,000 - (\$4,837,840) / (5,951 + 10,000) = \$133.55* *Indexed to 30 June 2011 = \$141	To be dedicated in accordance with the timing set out for Item 3.02, and clause 9.3 of this Agreement.	\$1,525,549
4.02 Design and construction of On Site Local roads	On-site Local Roads	Provide to meet the demands of the of development	The Developer is to construct the following as shown on: <ul style="list-style-type: none"> the Street Network Plan in Schedule 4, and the Development Consents granted for the Development Works to include: <ul style="list-style-type: none"> Old Cooma Road / Googong Dam Road Intersection \$969,208 AV1 (Old Cooma Road Diversion Carriageway) \$6,731,593 AV1 (Old Cooma Road Diversion) – Bridge \$810,611 Old Cooma Road / Googong Avenue – Traffic Signals \$2,659,249 AV1 (Googong Avenue – Carriageway) \$24,233,734 	To be provided; (a) Prior to the issue of a Subdivision Certificate for the Stage containing the works or; (b) Prior to the issue of a Subdivision Certificate for the creation of lots that will generate the traffic that warrants the construction of the works; whichever is the earlier.	\$56,568,149

Schedule 1 - 28.07.11 EXECUTION - Contribution Values indexed to 30 June 2011 in accordance with CP1
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000065 of 135

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Item	Contribution Category	Public Purpose	Manner and extent	Timing	Contribution Value
4.03 Provision of local bus infrastructure	On-site Local Roads	Local public transport	<ul style="list-style-type: none"> AV1 (Googong Avenue) – Bridge over Montgomery Creek \$2,138,132 AV1 (Googong Avenue – RCBC over Montgomery Creek) \$1,210,042 AV1 (Googong Avenue) – Traffic Signals at NH1A Village Centre \$234,960 Googong Dam Road Upgrade \$963,334 AV1 (Googong Avenue and Old Cooma Road Diversion) WSUD and landscaping \$16,617,286 	To be completed prior to the issue of a Subdivision Certificate for adjacent development.	\$313,724
Sum of Contribution Values for On Site Local Roads Contribution Category is \$58,407,422					
5.01 Off-site Local Roads	Off-site Local Roads	Provide to meet the demands of the development	<p>The Developer is to pay monetary contributions on a per dwelling basis related to Council's delivery of the following road works, noting that</p> <ul style="list-style-type: none"> The apportionment of Off-site Local Roads funded by the Developer is in accordance with table 15 of the Gabites Porter, Queanbeyan 2031 Traffic Report, dated June 2009. The cost of road works is derived from the GHD Report for South Queanbeyan Roads Cost Estimates, dated February 2009 and addendum dated 7 April 2009, with the exception of: 	To be paid on a per dwelling basis prior to the issue of a Subdivision Certificate for the creation of lots.	\$53,394,849

Schedule 1 – 28.07.11 EXECUTION – Contribution Values indexed to 30 June 2011 in accordance with CPI
 CIC_C000107_191.doc

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Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value
			<ul style="list-style-type: none"> o Old Cooma Road (Googong to Edwin Land Parkway) costs are based on the Brown Consulting Old Cooma Road Realignment PSP Report, dated January 2010. o Edwin Land Parkway (Jerrabomberra to OCR single carriageway each direction) based on calculated estimate of the funding shortfall of \$2.778M + GST after government grants (est \$6M including GST) and s94 contributions collected by Council are deducted from the \$14.23M (exc GST) road cost estimate (GHD, page 12 + Indexation Sydney CPI) <p>Link Upgrades</p> <ul style="list-style-type: none"> - 4 lane Old Cooma Road (Googong to Edwin Land Parkway(ELP))-\$18,068,682 comprising: <ul style="list-style-type: none"> o \$7,451,294 Stage 1 works and land acquisition being the Quarry bypass. o \$10,617,472 Stage 2 works being the road duplication 	<p>Stage 1 works to be completed by Council by the date on which the Developer makes an application for a Subdivision Certificate for the creation of lots which are proposed to accommodate the 982nd Equivalent Person.</p> <p>Stage 2 works to be completed by Council by the date on which the Developer makes an application for a Subdivision Certificate for the creation of lots which are proposed to</p>	

Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value
				accommodate the 9958 th Equivalent Person.	
			<ul style="list-style-type: none"> 4 lane Old Cooma Road (ELP to Southbar) \$4,627,655 	Works to be completed by Council by the date on which the Developer makes an application for Subdivision Certificate for the creation of lots which are proposed to accommodate the 9958 th Equivalent Person.	
			<ul style="list-style-type: none"> 4 lane Monaro Street (Atkinson Street to Bridge) \$279,622 	Works to be completed by Council by the date on which the Developer makes an application for a Subdivision Certificate for the creation of lots which are proposed to accommodate the 622 nd Equivalent Person.	
			<ul style="list-style-type: none"> 2 lanes ELP extension (Jerrabomberra to Old Cooma Road) \$1,207,310 	Works to be completed by Council by the date on which the Developer makes an application for a Subdivision Certificate for the creation on lots which are proposed to accommodate the 3734 th Equivalent Person.	

Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value
			- 2 lanes Ellerton extension \$25,437,558	Works to be completed by Council by the date on which the Developer makes an application for a Subdivision Certificate for the creation of lots which are proposed to accommodate the 3734 th Equivalent Person.	
			Intersection Upgrades - Cooma / ELP \$2,351,440	Works to be completed by Council by the date on which the Developer makes an application for a Subdivision Certificate for the creation of lots which are proposed to accommodate the 6,849 th Equivalent Person.	
			- Tompsitt/ELP/Jerrabomberra \$56,711	Works to be completed by Council by the date on which the Developer makes an application for a Subdivision Certificate for the creation of lots which are proposed to accommodate the 9958 th Equivalent Person.	

Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value
			Tompsitt / New Link \$250,462	Works to be completed by Council by the date on which the Developer makes an application for a Subdivision Certificate for the creation of lots which are proposed to accommodate the 15,693 rd Equivalent Person.	
			- Cooma/Rutledge/Lowe \$439,385	Works to be completed by Council by the date on which the Developer makes an application for a Subdivision Certificate for the creation of lots which are proposed to accommodate the 15,693 rd Equivalent Person.	
			- Cooma/Fergus \$156,731	Works to be completed by Council by the date on which the Developer makes an application for a Subdivision Certificate for the creation of lots which are proposed to accommodate the 15,693 rd Equivalent Person.	
			- Cooma/Thornton/Barracks Flat \$239,259	Works to be completed by Council by the date on which the Developer makes an application for a Subdivision Certificate for the creation of lots which are proposed to accommodate the 15,693 rd Equivalent Person.	
			- Lanyon/Southbar \$56,941	Works to be completed by Council by the date on which the	

Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value
				Developer makes an application for a Subdivision Certificate for the creation of lots which are proposed to accommodate the 9 ^{958th} Equivalent Person.	
			- Lanyon/Canberra \$71,540	Works to be completed by Council by the date on which the Developer makes an application for a Subdivision Certificate for the creation of lots which are proposed to accommodate the 622 nd Equivalent Person.	
			- Monaro / Yass / Bungendore \$59,790	Works to be completed by Council by the date on which the Developer makes an application for a Subdivision Certificate for the creation of lots which are proposed to accommodate the 6,849 th Equivalent Person.	
			- Monaro / Atkinson \$19,822	Works to be completed by Council by the date on which the Developer makes an application for a Subdivision Certificate for the creation of lots which are proposed to accommodate the 3,734 th Equivalent Person.	

Schedule 1 - 28.07.11 EXECUTION - Contribution Values indexed to 30 June 2011 in accordance with CPI
 CIC_C000107_191.xls

Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value
			- Yass / Aurora \$71,856	Works to be completed by Council by the date on which the Developer makes an application for a Subdivision Certificate for the creation of lots which are proposed to accommodate the 9,958 th Equivalent Person.	
Sum of Contribution Values for Off-site Local Road's Contribution Category is \$53,594,849					
6.01 Dedication of land for drainage and stormwater	Drainage and stormwater management	Public infrastructure - drainage and stormwater management	The Developer is to dedicate 35.32 hectares of land that serves the stormwater management needs of buildings in Googong, on which the Works set out in Item 6.02 will be carried out.	To be dedicated in accordance with the timing set out for Item 6.02, and clause 9.3 of this Agreement.	\$733,243

Schedule 1 - 28.07.11 EXECUTION - Contribution Values indexed to 30 June 2011 in accordance with CPI
 cnc_c000107_191.doc

Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value
6.02 Drainage and stormwater management facilities	Drainage and stormwater management	Public infrastructure – drainage and stormwater management	The Developer is to complete Works that meet the stormwater management needs of development in Googong, generally including the following: <ul style="list-style-type: none"> - Trunk drainage pipelines - Off-line retention basins Note that landscaping for drainage reserves is included in item 1.11.	As required by the Development Consents for the Development or as required to enable efficient stormwater management Works to be constructed	\$9,437,973
Sum of Contribution Values for the Drainage and Stormwater Contribution Category is \$10,171,216					
7.01 Land for sewer, potable Water and Recycled water Infrastructure	Sewer, Potable Water and Recycled Water Infrastructure	Provide sewage infrastructure to meet the demands of the Development	Subject to detailed design and final survey, the Developer is to dedicate 1.5 hectares of land on which the Works set out in Item 7.02 will be carried out.	To be dedicated progressively in accordance with the timing set out for Item 7.02, and clause 9.3. of this Agreement	\$110,547
7.02 Sewer, Potable Water and Recycled Water Infrastructure	Sewer, Potable Water and Recycled Water Infrastructure	Provide sewage infrastructure to meet the demands of the Development	The Developer is to complete and dedicate the Works that meet the water supply and sewage treatment needs of each Neighbourhood and Hamlet, including the following: <ul style="list-style-type: none"> - Potable Water pump station & treatment (CL + 	To be provided in Phases with each Phase to be constructed prior to the issue of a Subdivision Certificate for the creation of lots that would generate the demand that	\$88,957,970

Schedule 1-28.07.11 EXECUTION - Contribution Values indexed to 30 June 2011 in accordance with CPI
 CRC_CRC00107_191.doc

000073 of 135

Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value
7.03 Water saving initiative	Sewer, Potable Water and Recycled Water Infrastructure	Conservation and Environment	pH) Potable water rising main - Potable water reservoir - Potable water distribution mains - Waste water collection system (trunk mains, rising mains, PS) - Water recycling plant (incl. recycled water PS) - Recycled water rising mains - Recycled water reservoir (Note 1) - Recycled water distribution mains - Excess recycled water discharge from site	exceeds the capacity of the previous Phase.	NIL
Sum of Contribution Values for the Sewer Potable Water and Recycled Water Infrastructure Contribution Category is \$89,068,517					
8.00 Provision of Affordable Home Packages	Other	Local community service	The Developer is to ensure that 10% of all dwellings in the Development (being up to 555 in total) are to be sold as Affordable Home Packages as defined in the Agreement.	To be provided progressively as part of the Development with a reconciliation against the target to be made with each review of the Agreement noting Affordable Home Packages will generally be provided in and around the town and neighbourhood centres.	NIL

Schedule 1 - 28.07.11 EXECUTION - Contribution Values indexed to 30 June 2011 in accordance with CPI
 CRC_CTC00107_191.doc

Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value
9.00 Energy saving initiative	Other	Conservation and Environment	The Developer is to ensure that all dwellings that form part of the Development are to be constructed so as to provide a 40% energy saving which exceeds the BASIX Criteria of 25% energy saving.	Prior to the issue of development consent or complying development certificate for dwellings.	NIL
10.00 VPA Administration	Administration	Provide to meet the demands of the Development	The Developer is to pay monetary contributions as determined by the following formula: VPA Administration Cost Per Dwelling = $WcWnYn / Dev$ Where Wc = Estimated weekly cost of administration Wn = Number of weeks Yn = Number of years Dev = Total number of Dwellings in the Googong Urban Release Area Therefore VPA Administration Cost Per Dwelling = $\$100 \times 52 \times 25 / 5550 = \23.42^* *Amount indexed with Sydney CPI to 30 June 2011 = \$25	To be paid on a per dwelling basis prior to the issue of a Subdivision Certificate for the creation of lots.	\$138,819
Sum of Contribution Values for the Administration Contribution Category is \$138,819					
11.00	Ecological offsets	Conservation and Environment	The Developer is to pay monetary contributions on a per dwelling basis towards ecological offsets for works on Old Cooma Road and Ellerton Drive as determined below.	To be paid on a per dwelling basis prior to the issue of a Subdivision Certificate for the creation of lots.	\$1,861,818

Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value
			<p>Old Cooma Road works require 7.5 ha of an endangered ecological community to be cleared. The agreed offset ratio is 1:6.7. Hence 50.25 ha of land is to be preserved for ecological purposes with a land value of \$2 sqm = \$1,005,000 of which 86.07% is attributed to Googong = \$865,003. Indexed to 30 June 2011 = \$889, 223</p> <p>Ellerton Drive works are estimated to require 7.2 ha of an endangered ecological community to be cleared. A conservative offset ratio is 1:10. Hence 72 ha of land is to be preserved for ecological purposes with a land value of \$2 sqm = \$1,440,000 of which 64.49% is attributable to Googong = \$928,656. Indexed to 30 June 2011 = \$954,658</p> <p>Hence the average cost per dwelling is \$865,003 + \$928,656 / 5550 = \$323 Indexed to 30 June 2011 = \$335</p>		
<p>Sum of Contribution Values for the Ecological Offsets Contribution Category is \$1,861,818</p>					

**Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd**



Schedule 2- Dispute Resolution

(Clause 31)

1 Dispute Resolution – expert determination

- 1.1 This clause applies to a dispute under this Agreement which relates to a matter that can be determined by an appropriately qualified expert.
- 1.2 Any dispute between the Parties as to whether a dispute to which this clause applies can be determined by an appropriately qualified expert is to be referred to the Chief Executive Officer of the professional body that represents persons with the relevant expertise for determination, which is to be final and binding on the Parties.
- 1.3 The Chief Executive Officer may appoint an appropriately qualified expert to determine the dispute.
- 1.4 Such a dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the dispute.
- 1.5 If a notice is given under clause 1.4 of this Schedule, the Parties are to meet within 14 days of the notice in an attempt to resolve the dispute.
- 1.6 If the dispute is not resolved within a further 28 days, the dispute must be referred to the President of the NSW Law Society to appoint an Expert for Expert Determination.
- 1.7 The Expert Determination is binding on the Parties except in the case of fraud or misfeasance by the Expert.
- 1.8 Each Party must bear its own costs arising from or in connection with the appointment of the Expert and the Expert Determination.

2 Dispute Resolution – commercial matters

- 2.1 This clause applies to a dispute under this Agreement which relates to a matter of a commercial nature.
- 2.2 Such a dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the dispute.
- 2.3 If a notice is given under clause 2.2 of this Schedule, the Parties are to meet within 14 days of the notice in an attempt to resolve the dispute.
- 2.4 The Parties must arbitrate the dispute in accordance with the rules and procedures of the Law Society of New South Wales published from time to time.
- 2.5 If the dispute is not resolved by arbitration within a further 28 days, or such longer period as may be necessary to allow any process which has been commenced to be completed, then the Parties may exercise their legal rights in relation to the dispute, including by the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.

**Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd**



3 Dispute Resolution – other matters

- 3.1 This clause applies to any dispute under this Agreement other than a dispute to which clause 1 or 2 of this Schedule applies.
- 3.2 Such a dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the dispute.
- 3.3 If a notice is given under clause 3.2 of this Schedule, the Parties are to meet within 14 days of the notice in an attempt to resolve the dispute.
- 3.4 If the dispute is not resolved within a further 28 days, the Parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and must request the President of the Law Society, or the President's nominee, to select a mediator.
- 3.6 If the dispute is not resolved by mediation within a further 28 days, or such longer period as may be necessary to allow any mediation process which has been commenced to be completed, then the Parties may exercise their legal rights in relation to the dispute, including by the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.

Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd

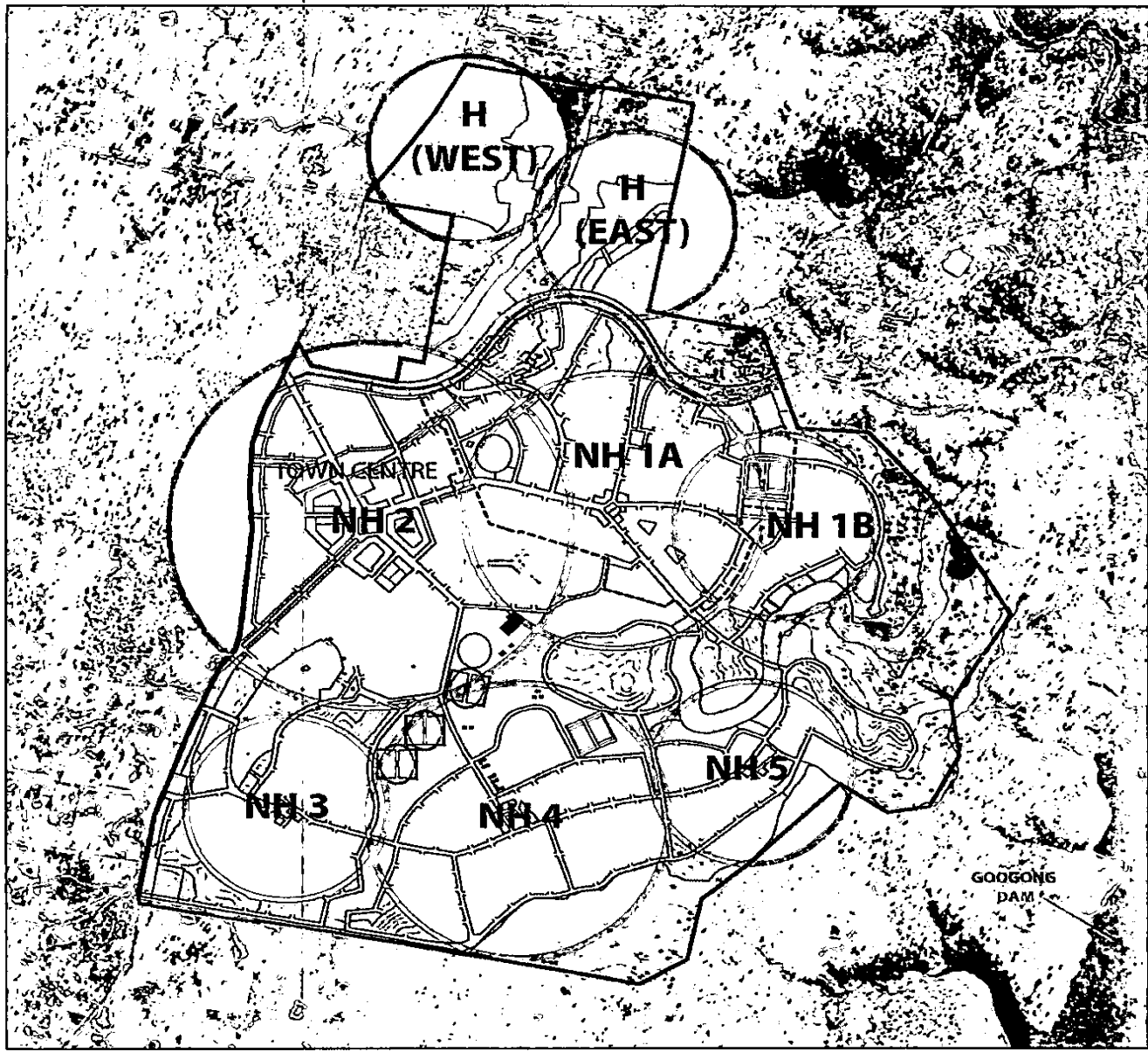


Schedule 3 - Indicative Staging Plan
(Clause 1.1)




Indicative Staging Plan on following page.

GOOGONG TOWNSHIP

INDICATIVE STAGING PLAN



NOTE: INDICATIVE ONLY

LEGEND	
	INDICATIVE STAGING COLOURED AS FOLLOWS: NH 1A (Neighbourhood 1A) H (Housing)
	NEIGHBOURHOOD 1A BOUNDARY
	SUBJECT LAND



- Staging of development shown on the plan is indicative only.
- Development could occur in more than one neighbourhood at any point in time.
- Staging may change to meet market demand.

Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd

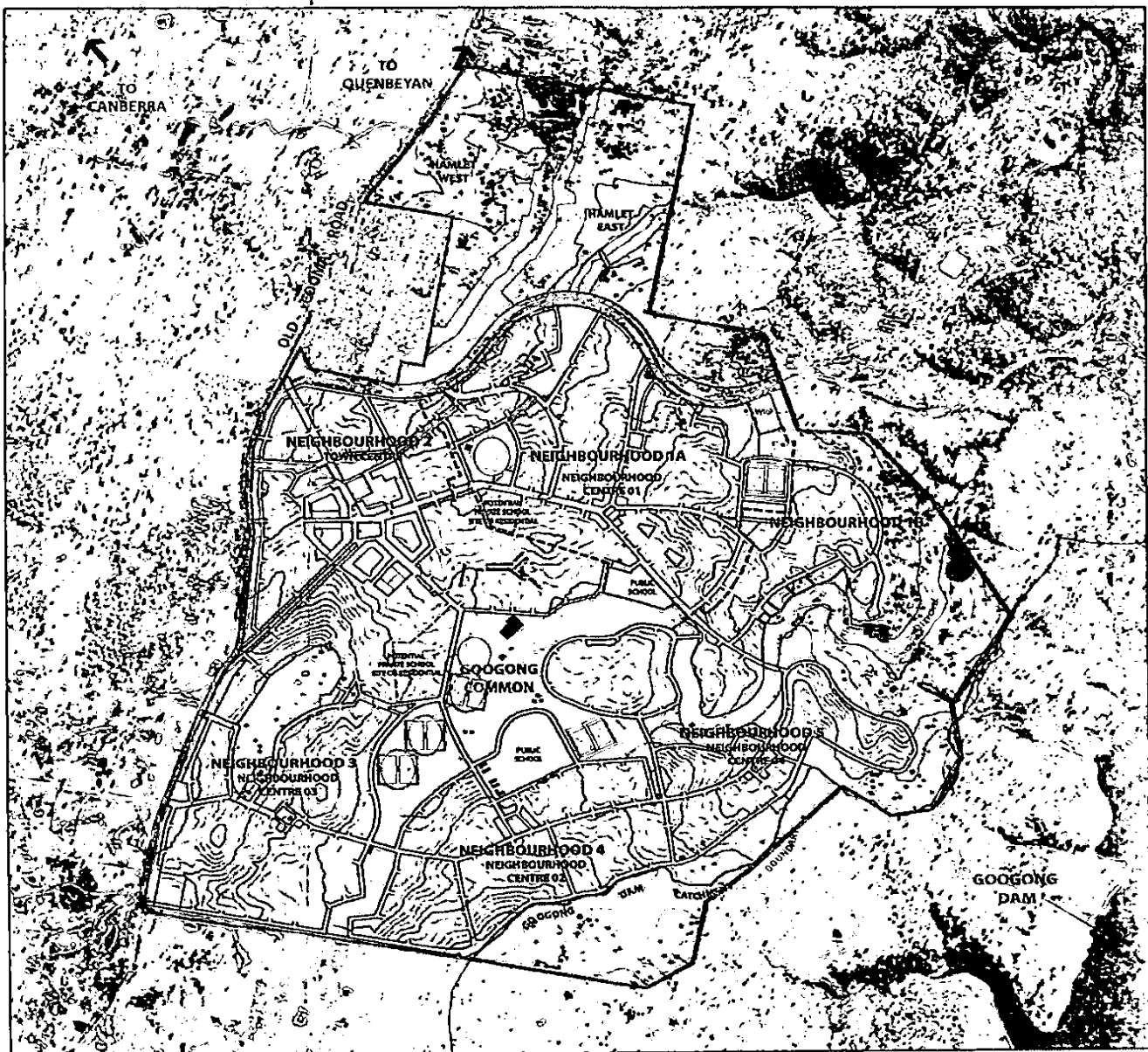


Schedule 4 - Development
(Clause 1.1)

Please see the following pages.

GOOGONG TOWNSHIP

MASTER PLAN



NOTE: INDICATIVE ONLY

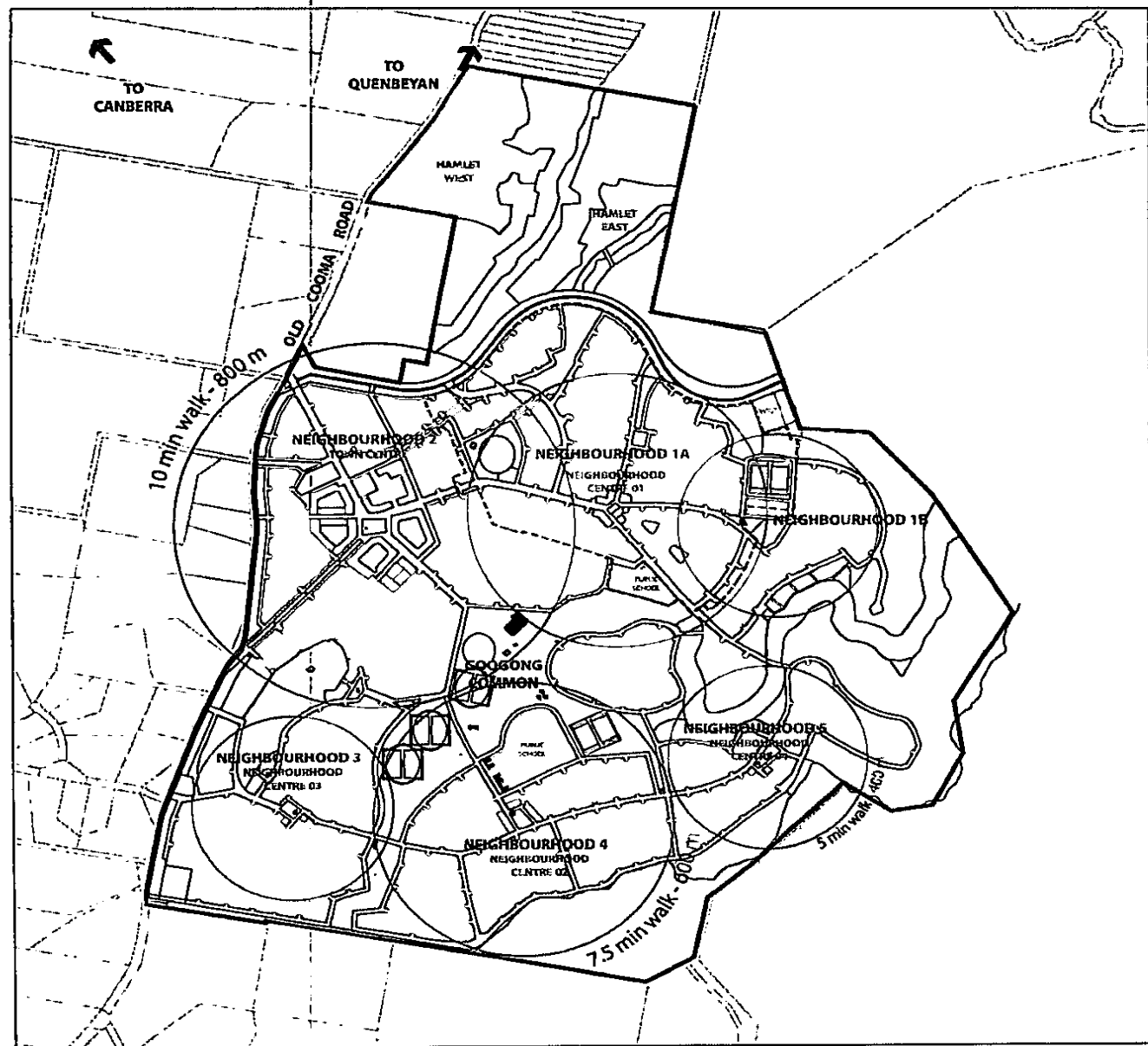
LEGEND

- NEIGHBOURHOOD 1A BOUNDARY
- SUBJECT LAND






GOOGONG TOWNSHIP

WALKABLE NEIGHBOURHOODS



NOTE: INDICATIVE ONLY

LEGEND

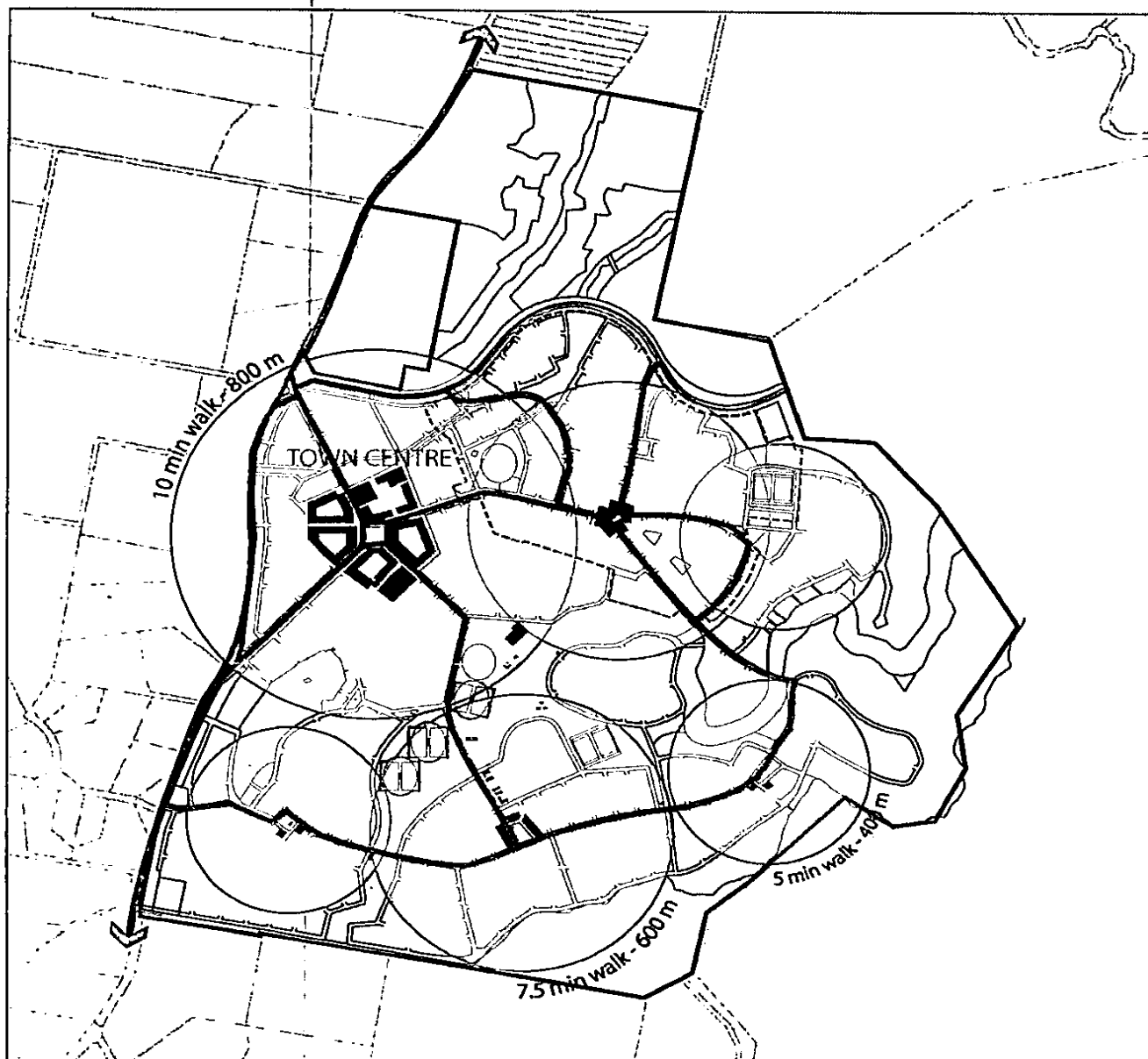
-  WALKABLE CATCHMENTS TO TOWN AND NEIGHBOURHOOD CENTRES
-  NEIGHBOURHOOD 1A BOUNDARY
-  SUBJECT LAND



- Googong is to be developed as five walkable neighbourhoods and two hamlets.
- Homes will generally be within a 10 minute walk of the town or neighbourhood centre.
- Connectivity within and between neighbourhoods is provided through safe and legible pedestrian paths, cycle ways and streets.
- Schools are located on a proposed bus route along and adjacent to cycle and pedestrian paths.
- Community facilities will be accessible from cycle and / or pedestrian paths.

GOOGONG TOWNSHIP

ACTIVITY CENTRES



NOTE: INDICATIVE ONLY

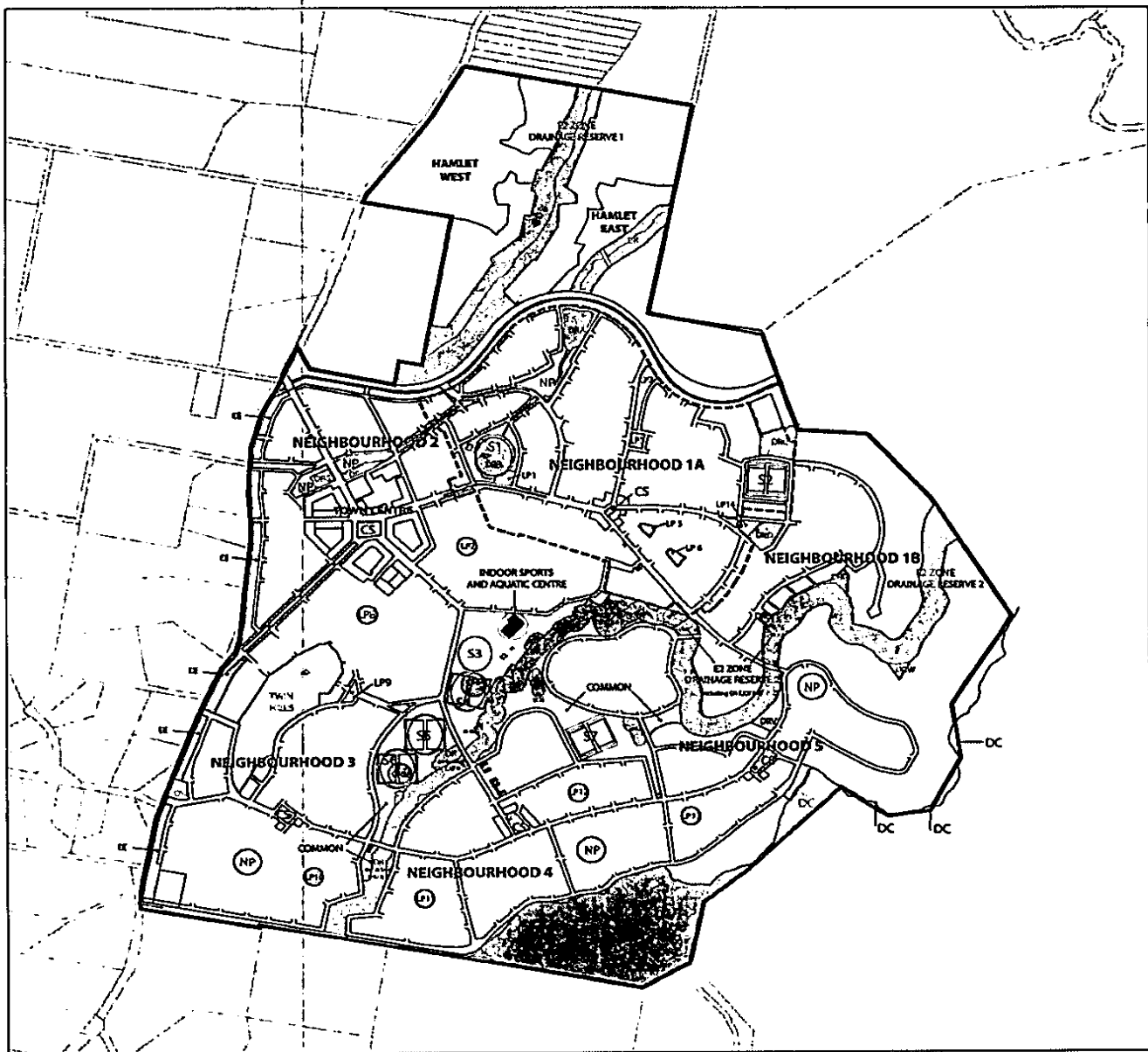
LEGEND	
	ACTIVITY CENTRES
	WALKABLE CATCHMENTS
	THOROUGHFARES
	NEIGHBOURHOOD 1A BOUNDARY
	SUBJECT LAND



- There will be two levels of activity centres in Googong; a town centre and four neighbourhood centres all to be readily assessable by public transport.
- The town centre precinct of approximately 16.5 hectares will form the civic, commercial and cultural heart of the new community.
- The town centre will allow for a range of retail, business, entertainment and community uses and higher density living.
- Subject to market demand, the Neighbourhood Centres in Neighbourhoods 1A, 3, 4 and 5 may provide for daily needs and include convenience retail, cafes and other uses at street level.
- Medium density dwellings such as attached and small lot housing will be clustered around neighbourhood centres and apartments and shop top dwellings are to be developed within the centres.

GOOGONG TOWNSHIP

OPEN SPACE



NOTE: INDICATIVE ONLY

LEGEND	
	OPEN SPACE LAND UNENCUMBERED
	CODED AS FOLLOWS:
	NP (Neighbourhood Park)
	LP (Local Park)
	CS (Club Space)
	CC (Community Clubhouse)
	OPEN SPACE LAND ENCUMBERED
	CODED AS FOLLOWS:
	DC (Drain Catchment)
	DR (Drainage Reserve A)
	EI (Electricity Easement)
	SPORTFIELDS
	S1 (Sportfield 1)
	NEIGHBOURHOOD 1A BOUNDARY
	SUBJECT LAND

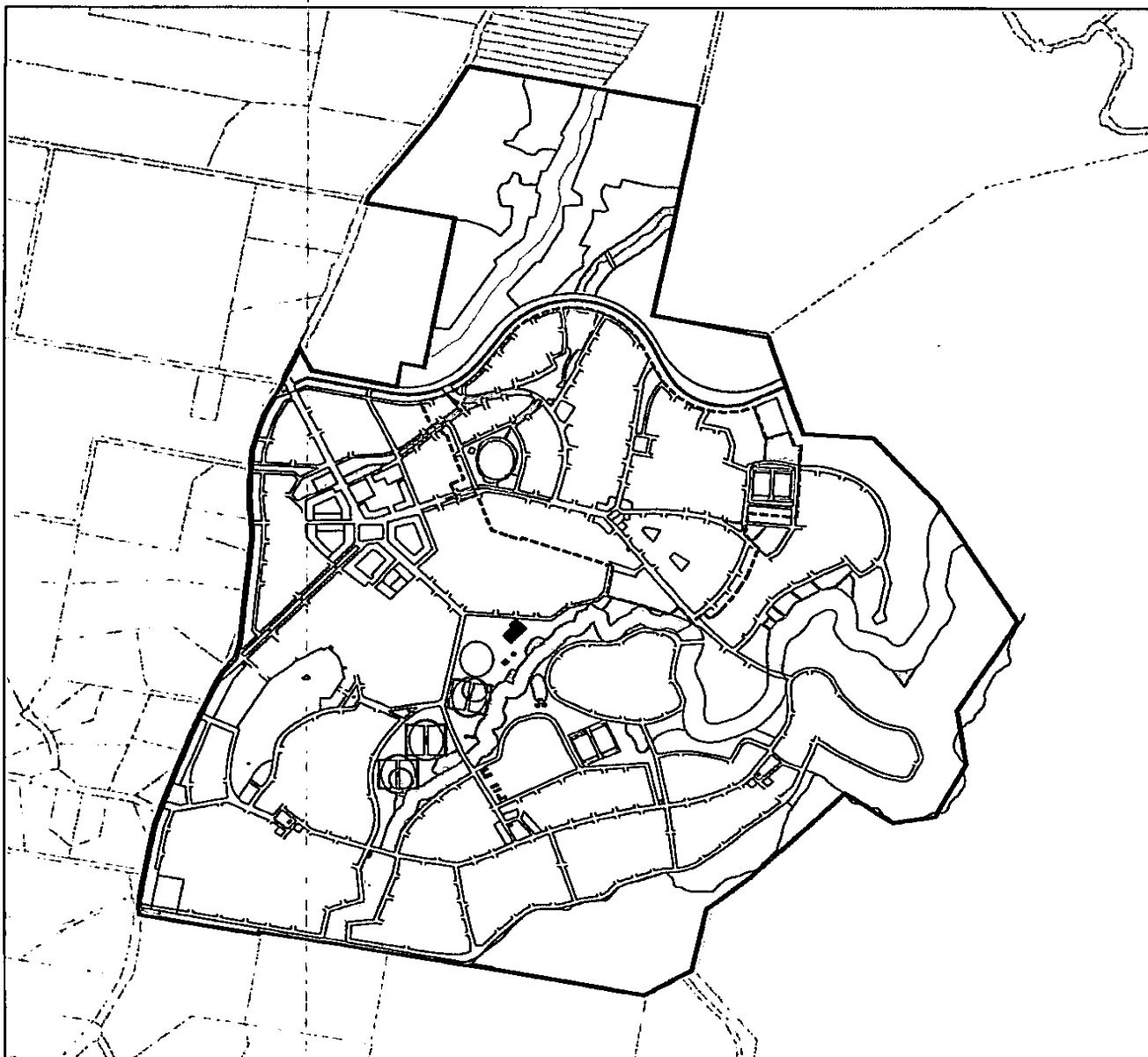


- Googong is structured around approximately 160 hectares of open space.
- Open space areas provide opportunities for both active and passive recreation and include landscaped parks with water bodies and grassed areas complemented by seating, shade structures, playgrounds and barbecues.
- Natural open space areas provide habitat for native flora and fauna species and function as bio filtration systems to manage water quality.
- Sportsfields and sports courts provide for a range of sporting activities.

Note: The width of the power easement is subject to the outcome of Country Energy's regional supply strategy and may vary between 10.0m - 45.0m





GOOGONG TOWNSHIP

STORMWATER STRATEGY PLAN



NOTE: INDICATIVE ONLY

LEGEND

-  STORMWATER MANAGEMENT AREAS (CONTAINS 1 IN 100 YEAR STORM EVENT)
-  E2 ENVIRONMENTAL CONSERVATION (DRAINAGE)
-  NEIGHBOURHOOD 1A BOUNDARY
-  SUBJECT LAND

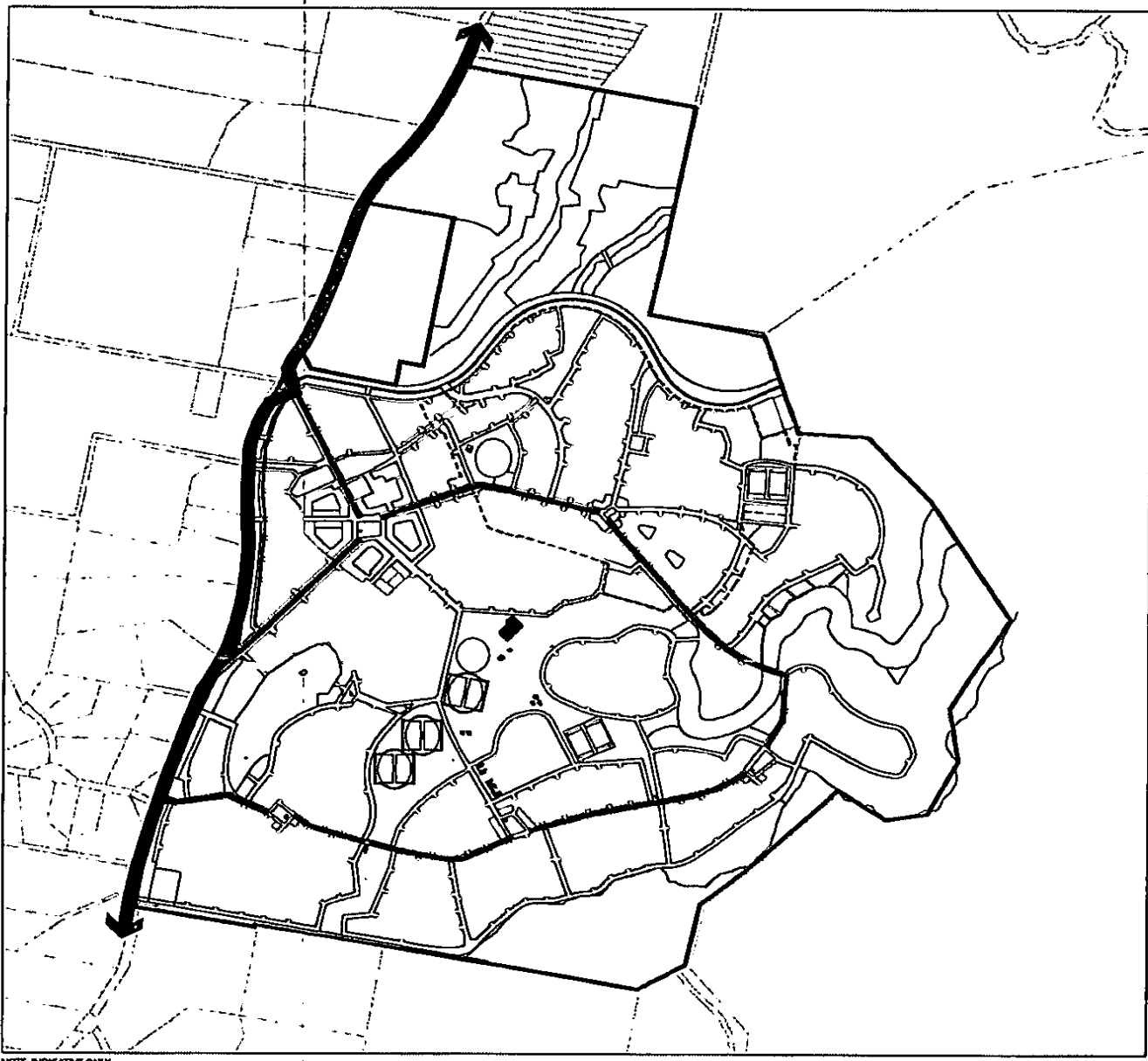
Notes:

- No residential land is located on 1 in 100 year flood prone land







GOOGONG TOWNSHIP

STREET NETWORK



NOTE: INDICATIVE ONLY

LEGEND

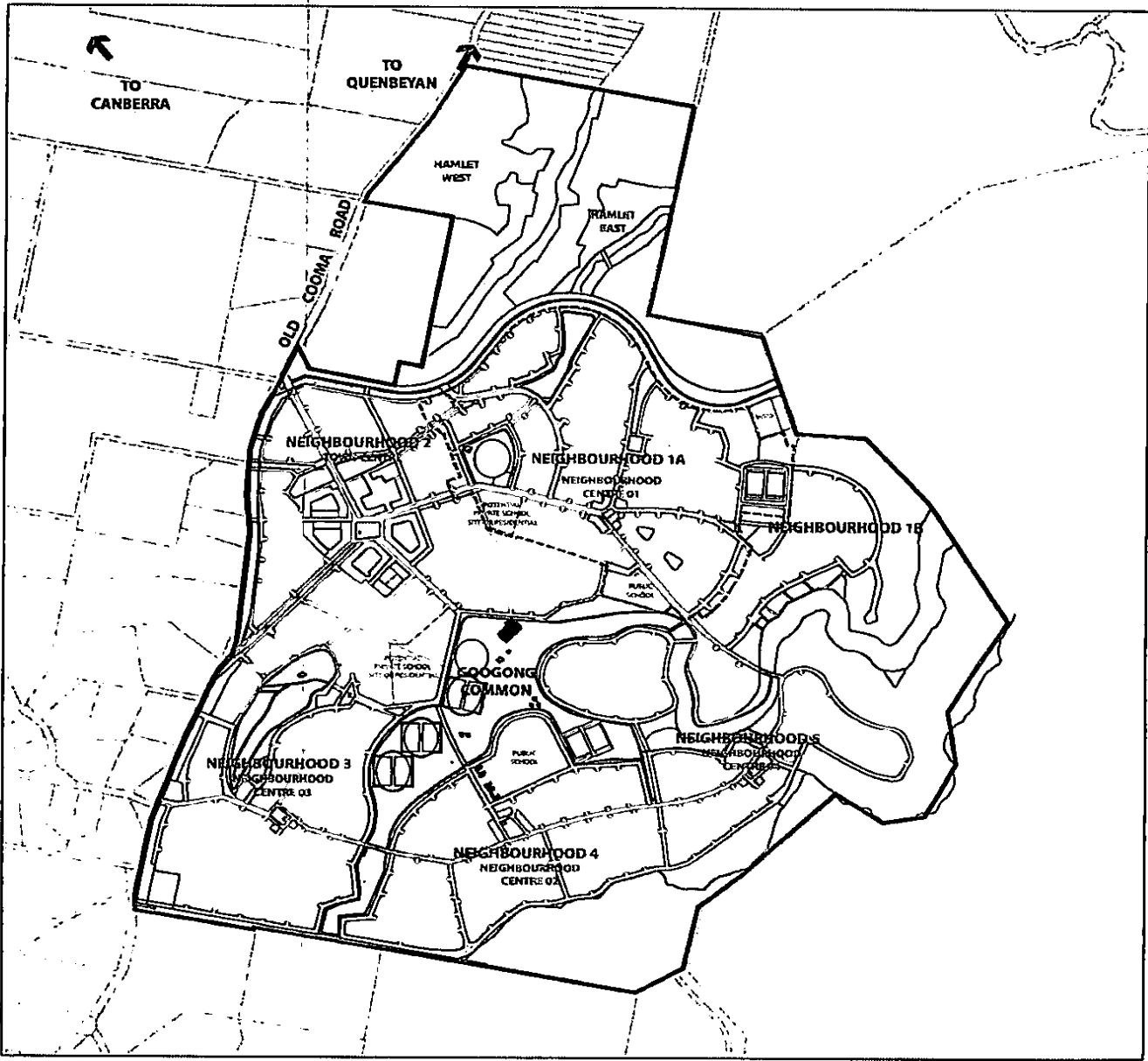
-  ARTERIAL
-  AV 1
-  NEIGHBOURHOOD 1A BOUNDARY
-  SUBJECT LAND



- Access to Googong will be from Googong Dam Road and Old Cooma Road.
- Streets will vary in design from arterial roads to laneways to accommodate traffic volumes and character requirements .
- Main streets in the town centre and neighbourhood centres will be designed to create a visually distinct area where the emphasis is on pedestrian movement.
- Laneways will be used principally within the town centre and neighbourhood centre precincts to provide vehicular access to the rear of lots.

GOOGONG TOWNSHIP

BICYCLE & KEY PATHS



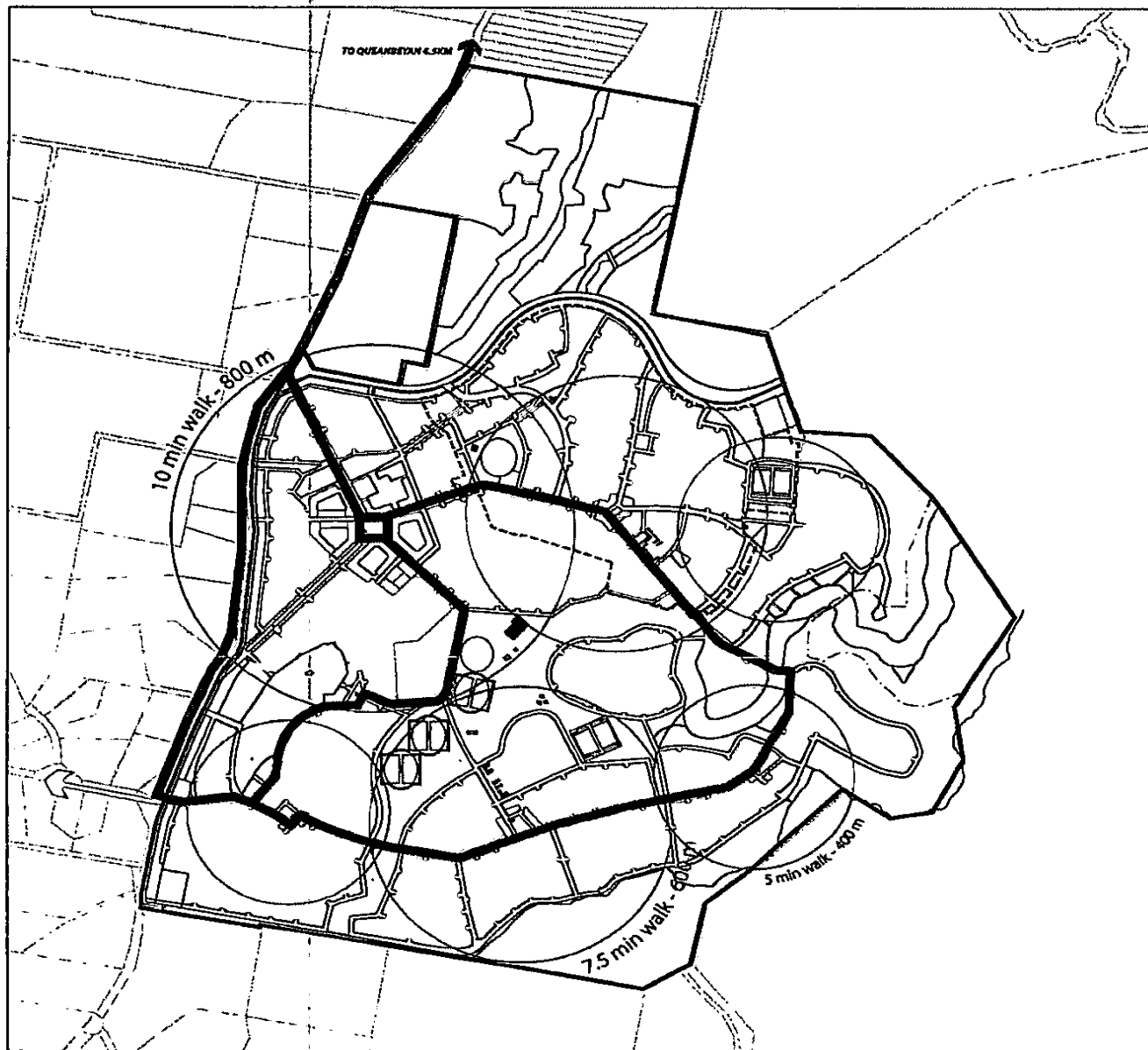
NOTE: INDICATIVE ONLY

LEGEND	
	DEDICATED ON ROAD BICYCLE LANE
	SHARE PATH (2.5m wide)
	KEY PATHS (2.0m wide) Main Paths to street verge to one side only on assembly site of street.
	NEIGHBOURHOOD 1A BOUNDARY
	SUBJECT LAND







- A network of pedestrian and cycle paths in Googong will provide good access to key destinations such as the town centre, neighbourhood centres, parks and community facilities.
- A pedestrian and cycle network will allow for safe pedestrian, bicycle and vehicular movement throughout the township and connections to the established network.
- The pedestrian and cycle network includes a mix of pedestrian paths, designated cycle lanes, share paths in verges and through out open spaces.

GOOGONG TOWNSHIP PUBLIC TRANSPORT NETWORK



NOTE: INDICATIVE ONLY, SUBJECT TO DETAILED DESIGN AND FINAL SURVEY

LEGEND

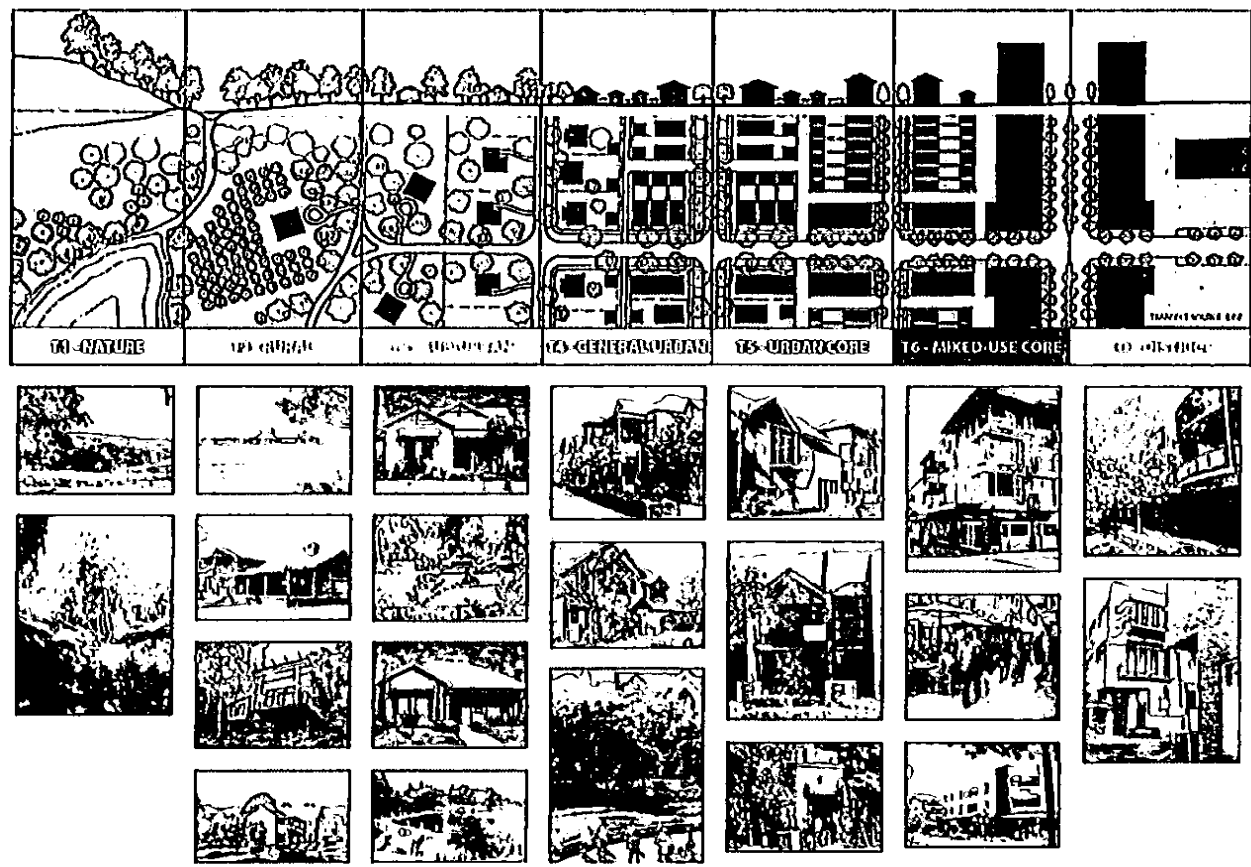
-  PROPOSED LONG TERM PUBLIC TRANSPORT ROUTE
Note: Route is to be developed over time as the population increases. Some interim connections and alternative routes may be required that are not shown on this plan.
-  EXISTING SCHOOL BUS ROUTE
Service: Pennington Park Rural Estate
-  NEIGHBOURHOOD 1A BOUNDARY
-  SUBJECT LAND



- The street network provides for highly accessible bus routes with stops in the town centre, neighbourhood centre, and near schools and community facilities.
- Bus stops within a five minute walk of the majority of residents.

GOOGONG TOWNSHIP

THE TRANSECT ZONES



NOTE: IMAGES ARE INDICATIVE ONLY.

THE TRANSECT

The Transect is a cross section through a sequence of characters zones.

The Transect for Googong describes the range of characters from the natural edges of Googong to the highly urban character at the heart of the town centre. This sequence of characters is the basis for organising the components of the built elements of Googong: building, lot, land use, street, and parklands etc.

Each character, or transect zone, is comprised of elements that reflect its location within the neighbourhood.

The low density edge of a neighbourhood (the Sub-Urban Transect Zone) typically has large residential homes, lawns and naturalistic planting which responds to the surrounding landscape.

This gradually transitions to the busier neighbourhood centre (the Urban Core Transect Zone). Here buildings are closer to the street and there are some attached residential dwellings, shop top housing as well as neighbourhood level retail, commercial and community activities.

The most active and urban part of Googong will be the Town Centre (the Mixed-Use Transect Zone). Buildings in the town centre will be larger and be predominantly mixed use. As the civic, commercial and cultural heart of the new community it will be used both day and night. There will also be residential apartments in the town centre to support this activity.

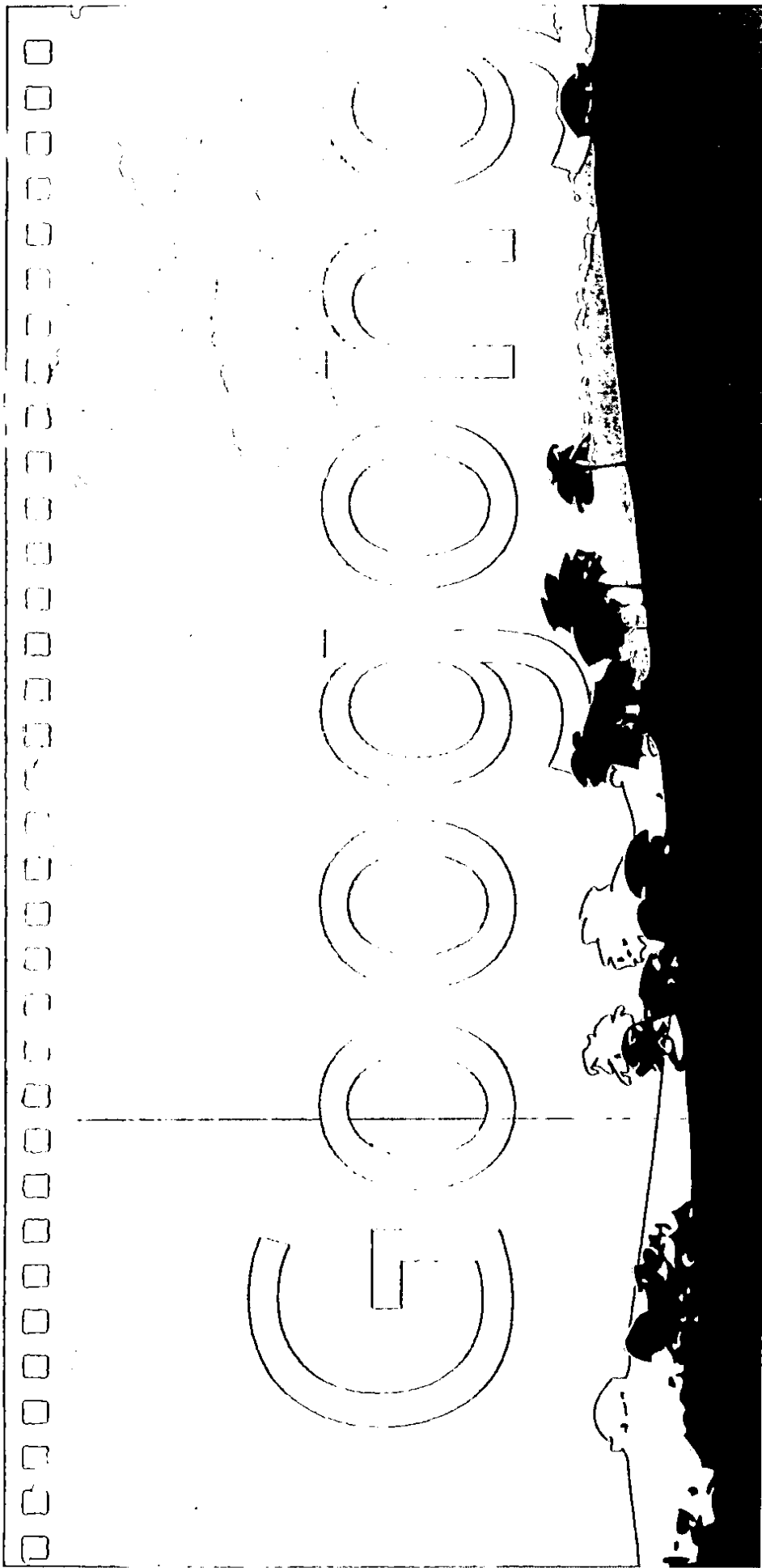
Googong Urban Development Local Planning Agreement
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Schedule 5 - Landscape and Open Space Strategy

(Clause 1.1)

Landscape and Open Space Strategy on the following page.



Landscape and Open Space Strategy

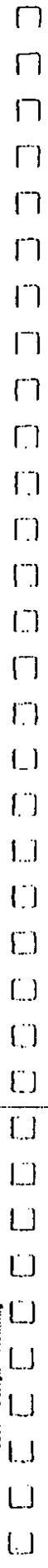
23 March 2011



Project Googong Township
 Project No. 06502904.02
 Report Title Summarised Landscape and Open Space Strategy
 Revision C
 Author(s) PS/MB
 Approved by JR
 Date 23 March 2011
 File Location P:\0650 PROJECTS\06502904.00 Googong\2904.02 Landscape & Open Space Report\06 Technical Data & Files
 Es EDRAW Reports & Presentations\Es0 Indesign & PDF copies

Distributors:
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 Fiona Van Der Hoeven Elton Consulting

Revision History	Revision	Revision Date	Approved	Issue Reason
A	10 July 2009	JR	JR	Issue to Queanbeyan City Council
B	19 August 2010	JR	JR	Issue to Queanbeyan City Council
C	23 March 2011	JR	JR	Issue to CC



Contents

VISION	5	CHARACTER	25	FIGURES	8
DESIGN PRINCIPLES	6-7	Open Space Character	25	Figure 1: Topography	8
SITE ANALYSIS	8	Transect Zones	26	Figure 2: Preliminary Site Soil Mapping	8
Topography	8	LANDSCAPE PALETTE	27	Figure 3: Climatic Summary	9
Soils	8	Materiality	27	Figure 4: Drainage / Catchments	9
Climate	9	Street Tree Strategy	28	Figure 5: Googong Open Space Structure Plan	10
Drainage	9	Street Tree Master Plan	29	Figure 6: Regional Offsite Circulation	11
OPEN SPACE HIERARCHY	10	STREETSCAPE	30	Figure 7: Non-Vehicular Circulation	11
Open Space Structure	10	Streetcape Objectives and Principles	30	Figure 8: Open Space Typology & Distribution	12
Circulation	11	Street Sections	31	Figure 9: Googong Common Landscape Structure Plan 13	13
Open Space Typology	12	WSUD & WATER MANAGEMENT	32	Figure 10: Googong Dam Road Approach to Entry	23
Googong Common, Upper Montgomery Creek Corridor (REI Public Recreation Zone) and Hill 800	13-15	Stormwater Quality	32	Figure 11: Typical Old Cooma Road Essement Section - Looking South	23
Sports and Play Facilities	16	Detention	32	Figure 12: Major Open Space Sports & Play Facilities Matrix	24
Town Centre / Neighbourhood Centres	17	Recycled Water & the Integrated Water Cycle Management Plan (IWCMMP)	32	Figure 13: Site Character Analysis	25
Neighbourhood Parks	18	WSUD Options in Streetscapes	33	Figure 14: Character Precincts	26
Local Parks	19	APPENDIX - OPEN SPACE MASTERPLAN		Figure 15: Street Tree Masterplan	29
Linear Parks and Drainage Reserves	20			Figure 16: Googong Township Street Network Plan	30
Entry Gateways	21			Figure 17: Googong Avenue - 'Neighbourhood' Character	31
EI Environmental Conservation (Drainage)	22			Figure 18: Connector Street Section	31
Road Buffer Corridors	23			Figure 19: Local Street Section	31
Summary of Major Open Space Sports & Play Facilities	24				

DISCLAIMER

This document represents a conceptual and strategic approach to Googong's landscape and open space. It may be subject to change due to negotiations with Queanbeyan City Council regarding the Voluntary Planning Agreement, site and detailed design considerations and other physical or commercial issues.

ATCOM Design & Planning



GOOGONG LANDSCAPE OPEN SPACE STRATEGY REPORT

000095 OF 135

Vision

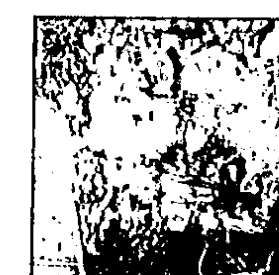
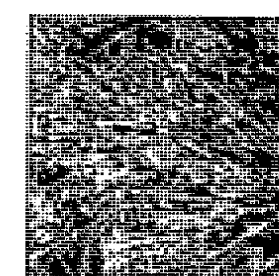
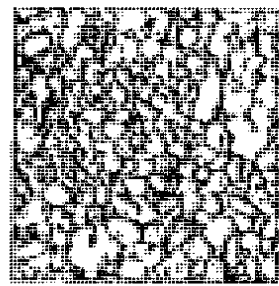
Vision

LANDSCAPE VISION STATEMENT

To create a high quality, sustainable landscape with a distinctive character & diverse range of open space areas and facilities for the enjoyment and well being of Googong Township's residents.

The landscape and open space vision for Googong Township is predicated on a fundamental understanding of the site opportunities and constraints. The vision reflects the following:

- creation of a sense of place;
- capturing the 'essence' of the Monaro by preserving unique natural features while establishing a distinctive landscape character and identity for the township;
- creation of special places to meet, relax, play, recreate and learn about heritage and ecological processes;
- promotion of an active lifestyle;
- formation of attractive, legible, safe and functional streetscapes and cycleways and pedestrian pathways that reduce car dependency;
- foster environmental stewardship by re-establishing lost indigenous ecologies and celebrating historical and heritage;
- integration of Water Sensitive Urban Design (WSUD) into the landscape and streetscape;
- utilisation of water harvesting and passive irrigation to irrigate key landscape and open space areas.



AECOM Design + Planning

Design Principles

Design Principles

KEY PRINCIPLES AND OBJECTIVES

000697 9 135

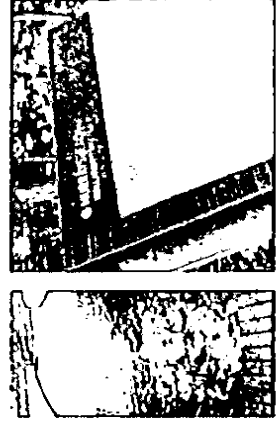
Liveability and Community

- Provide safe functional linkages along streets and in open spaces between places of activity.
- Ensure strong visual connection and way-finding between key facilities and the neighbourhood centres and town centre.
- Create a comfortable, enjoyable and sustainable environment for all residents.
- Create places for people to meet and engage in the Googong Township Community at both active (formal) and passive (informal) levels.
- Utilise and accommodate the CIC designed Community Scheme as the means by which the new community manages, maintains and facilitates community engagement.
- Ensure appropriate quantity and distribution (access) to services and facilities.
- Build upon the Community Clubhouse (Club Googong) concept developed by CIC as the key centres of community engagement.



Environmental Sensitivity

- Create linkages between open spaces, streetscape and the surrounding area by establishing an extensive street tree planting strategy.
- Ensure effective connection, both ecological and visual, to Montgomery Creek corridor and water pathways across the site.
- Be sensitive to a broad range of site specific environmental issues.
- Respond to site solar and climatic conditions to create environments that provide an increased thermal comfort.
- Take advantage of key and minor views to provide a sense of orientation and identity for the site.
- Retain existing established mature trees where possible.
- Re-establishment endemic communities where possible.
- Integrate and celebrate stormwater and environmental strategies.



Climate Adaptation and Water

- Minimise impacts on the natural water cycle and protect the health of aquatic ecosystems through WSUD.
- Integrate planning of the urban water streams, namely stormwater, water supply, sewerage management and groundwater, to deliver sustainable water cycle solutions.
- Identify opportunities for irrigation through the Integrated Water Cycle Management Plan (IWCMP)
- Use WSUD to integrate recycled water into the planning and design of buildings and landscapes.
- Identify unique hydraulic systems in Montgomery Creek and where possible reinstate them to pre-European conditions.



Design Principles

Access and Safety

- Provide easily accessible and safe open space networks.
- Provide a sense of arrival at key entry points.
- Create a sense of ownership over public domain and encourage passive surveillance to create community guardianship.
- Establish movement corridors (pedestrian and cycle) through open space networks.
- Steward distribution of open spaces to ensure equitable access by all members of the community.
- Incorporate Crime Prevention Through Environmental Design (CPTED) principles within designs.
- Ensure accessibility to open space and ecological corridors for emergency service vehicles.

Recreation and Sports

- Provide appropriately located and adequately sized open spaces and facilities that support a range of both active and passive uses.
- Provide facilities that encourage activity, comfort and safety across generational requirements.
- Meet requirements identified in the Googong Township Community Plan.
- Provide spaces for multi-functional adaptable usage.
- Complement other Googong objectives, in particular water management and passive recreational activities.

Sustainability and Materiality

- Enhance the sustainability of the development by optimising water usage, contributing to biodiversity and the reinstatement of threatened communities.
- Provide for water re-use in open space areas, both passive and active.
- Retain existing and established mature trees where possible.
- Establish ecological connectivity through Montgomery Creek, terrestrial habitat and wildlife corridors.
- Ensure quality, maintainability and durability of the open space assets.
- Where possible use locally sourced materials and vegetations.
- Salvage, stockpile, sort, process and reuse site-sourced materials (primarily rock and soil) for landscape works.

Character and Identity

- The landscape character identified from existing site conditions shall be capitalised upon and celebrated.
- Create distinct but cohesive landscape character zones which respond to the environmental conditions of the site (e.g. wind, solar, aspect, soils) and the urban transect.
- Explore a newly defined aesthetic that responds pragmatically to the sites climate.
- Streetscape character is to reflect street hierarchy, the urban transect and strategic connections/routes/entries/destinations.
- Existing site features of note are to be identified and integrated into open spaces and streetscapes where possible.



AECOM Design + Planning

Site Analysis

Site Analysis

TOPOGRAPHY

The topography of the site primarily consists of a gentle undulating plateau of ~750 m which is dissected by minor creek lines and bordered to the east by the entrenched Queensbeyan River (~100 m below). The drainage lines of this plateau have been levelled by a valley wide blanket of sediment dating from the high erosion rates of the last glacial maximum. The drainage lines seen today have developed on top of this depositional area leading to the formation characteristic of chain of ponds fluvial systems.

Major landscape features include Hill 800 and the marked increase in ruggedness of the terrain as the stream lines pass through the Googong admetallite to the north east of the site. Maximum slopes in this area are in the order of ~25% with slopes greater than 18% common (Mitchell 2007).

These areas of high slope (>18%) and the levelled valley bottoms of the plateau have been identified as limits to development due to issues such as bushfire hazard and protection of hydrological integrity of the fluvial system. Mitchell, J.S. (2007) Geological and Geomorphic Impressions of Googong Township. Groundtruth Consulting.

FUTURE APPROACH

- Residential development limited to the base of Hill 800.
- Bushfire hazard slopes to be identified and managed.



View northeast from Hill 800.
 AECOM Design + Planning

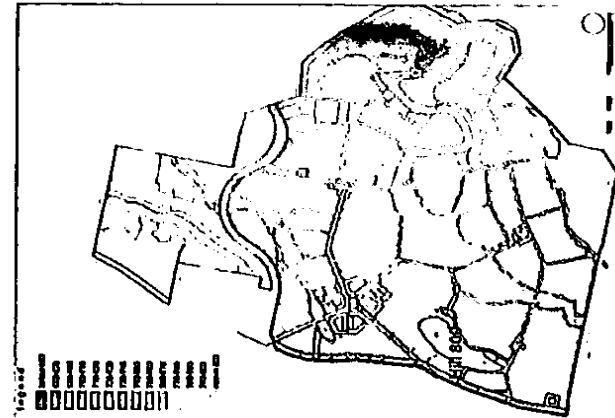


Figure 1: Topography
 The relief of Googong ranges from ~570 m at the bottom of Montgomery Creek up to ~810 m at Hill 800

SOILS

The soil landscapes of Googong are generally thin with low chemical fertility and a high proportion of small rock. Deeper soils are found in depositional areas (accumulated in the last glacial period) relatively high in the catchment and show structural weakness when wet. Soils are generally magneic (high in magnesium), low in calcium with moderate sodicity in subsoil clays.

FUTURE APPROACH

The management of soils on the site with regard to planting in open space areas requires the following general points to be considered:

- Soils are generally thin with a high proportion of small rock which, in some parts will require shallow excavation, ripping of underlying material and importation of ameliorated site soil or imported soil to achieve good root depths and tree growth.
- General chemical amelioration for site soils will involve the addition of gypsum and provision of trace elements.
- All soils will benefit considerably from additional organic matter both in the form of composts as well as litter layers in the form of 'imbed material' mulches.
- De-stocking followed by periodic slashing of grass growth will assist in the improvement of structure, fertility and biological activity of soils.
- Natural rainfall is perhaps the most limiting factor for plant growth over and above soil constraints (which can be addressed). The use of reclaimed water from sources such as stormwater harvesting and greywater recycling will supplement natural rainfall.

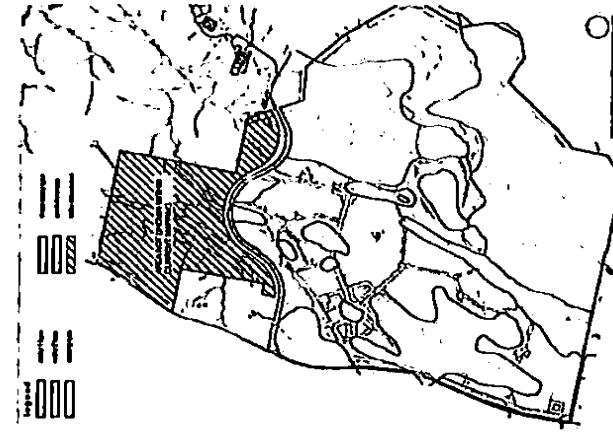


Figure 2: Preliminary Site Soil Mapping
 (Source: Sydney Environmental Soil Laboratory, 2007)

Site Analysis

DRAINAGE

The site is defined by two main catchments which direct water to the Queanbeyan River through Montgomery Creek and an unnamed tributary of the Queanbeyan River. There are additional catchments which drain to the Googong Dam, Jerrabomberra Creek, and other tributaries of the Queanbeyan River to the north of the site.

Montgomery Creek is the major watercourse on the site and flows through a broad floodplain from the southern boundary to a clearly defined waterway in the north eastern corner of the site and from there into the Queanbeyan River. The catchment within the site totals approximately 459 ha, within the broader Montgomery Creek catchment of 804 ha.

An unnamed tributary of the Queanbeyan River drains the north western part of the site (Neighbourhood 1 and 2), an area of 161 ha. The catchment forms a natural amphitheatre and directs flows to an online dam located on the southern side of Googong Dam Road. This watercourse combines with flows from a second small catchment at the northern boundary of the site, upstream of the Queanbeyan River.

FUTURE APPROACH

It is proposed to restore and enhance part of the upper reaches of Montgomery Creek utilising Natural Temperate Grassland communities as the vegetation palette. The variety of wetting and drying regimes in combination with the structural function of a chain of ponds system will enable the establishment of a greater diversity of vegetation, the integration of ecological productivity and resilience through incorporation of the increased runoff delivered from the progressive urbanisation of the catchment. This system presumes the use of flood detention to attenuate erosive flows but accommodates extra duration volumes.



Figure 3: Climatic Summary

Primary wind direction and frequently frost affected areas are indicated in Figure 3. Note that the entire region is subject to periodic frosts, yet these are expected to be most frequent along drainage lines where cold air collects. The region experiences an average of 99 days of frost per year. Low humidity in December (56%) and June (60%).

CLIMATE

Googong is located to the southeast of Canberra approximately 4 km south of Queanbeyan.

The climatic conditions of Googong are considerably influenced by the surrounding terrain - namely the rainshadow effect covering the eastern side of the highest part of the southeastern highlands and created by the interaction of the Snowy Mountains and Kybean Range. This rainshadow is typified (in this region) by the occurrence of lands up to 1000 m that receive less than 600 mm of annual rainfall - indicating semi-arid conditions with alpine elevations.

The average annual rainfall for Queanbeyan is ~570 mm/yr, which is relatively consistent across the year as 5 to 6 raindays per month, however a shortfall of water in summer is likely.

FUTURE APPROACH

- Identify distribution of water across the development through the Integrated Water Cycle Management Plan (IWCM).
- Identify key areas for irrigation such as entry gateways and sports pitches.
- Specify plant species suitable for climatic conditions.
- Create microclimates for the enjoyment of residents.

Figure 4: Drainage / Catchments

The main catchments direct waters to the Queanbeyan River through Montgomery Creek and an unnamed tributary of the Queanbeyan River. There are additional catchments which drain to the Googong Dam, Jerrabomberra Creek, and other tributaries of the Queanbeyan River to the north of the site.

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Open Space Hierarchy

Open Space Hierarchy

OPEN SPACE STRUCTURE

The strategy for the Googong open spaces and streetscapes shown in Figure 5 illustrates major components - open space distribution and key linkages.

Within the landscape structure plan a number of key open spaces and ecological zones are preserved. The most significant being Googong Common sited around Montgomery Creek.

Likewise a critical component of the structure plan is Googong Avenue, the main connector street that serves to link all neighbourhood centres into one grand avenue.

A hierarchy of open space has been established within Googong to support the development and assist the establishment of a vibrant community.

The open spaces are structured and distributed to provide the right function within a reasonable distance for all residents.

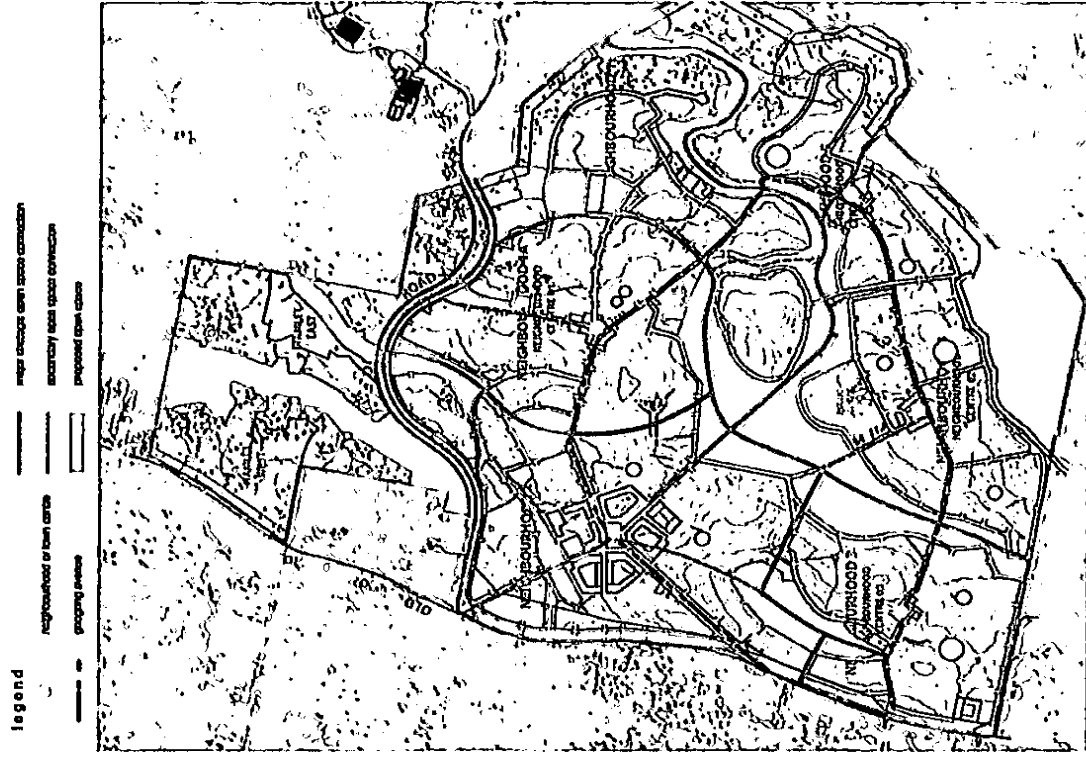


Figure 5: Googong Open Space Structure Plan
(Base map source: Rabbers Day, 2009)

Open Space Hierarchy

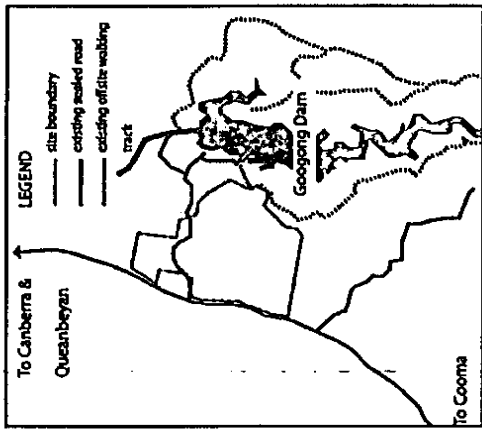
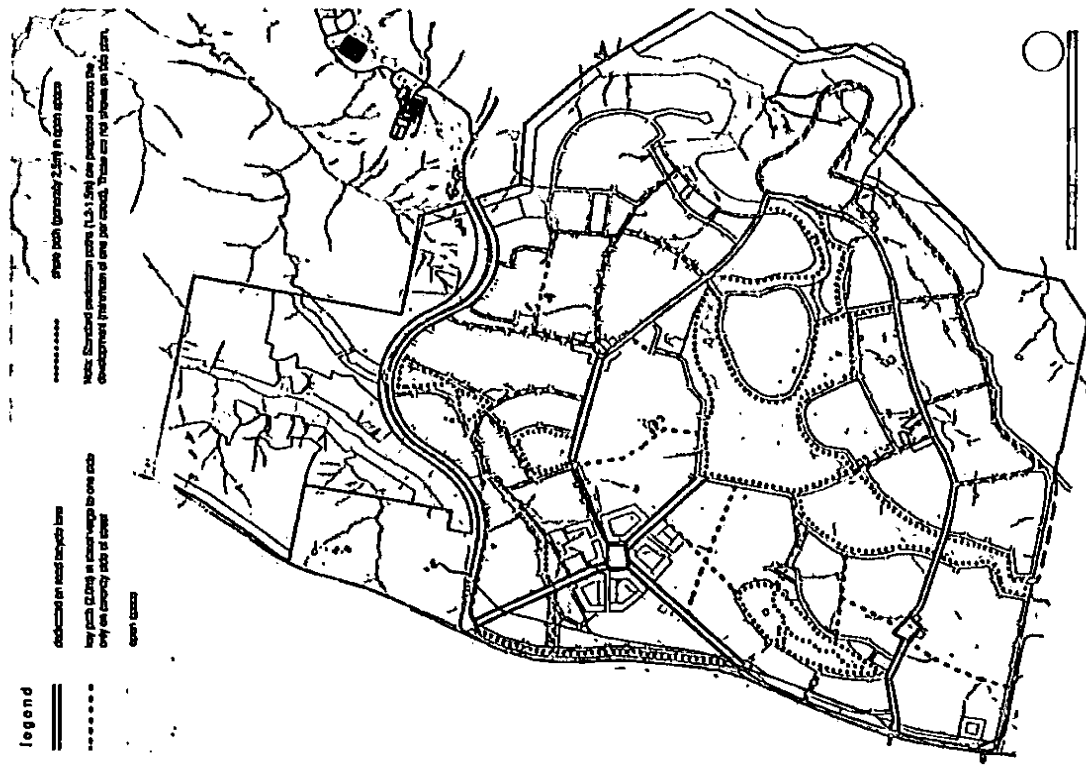


Figure 6: Regional Offsite Circulation
 source: www.directory.act.gov.au

CIRCULATION

There are six onsite components that work in concert to establish a well connected cycle and pedestrian network at Googong Township (refer Figure 7). These are:

- ▶ standard pedestrian paths;
- ▶ dedicated cycle lanes on key streets;
- ▶ key paths in verges for both pedestrians and cyclists;
- ▶ shared paths in open space for both pedestrians and cyclists;

Opportunities exist to integrate internal circulation with existing external networks, especially those walking trails associated with the Googong Dam. These are shown in Figure 6.

OBJECTIVES

- ▶ Create a safe pedestrian and bicycle network to:
 - promote active transport and a healthy community;
 - provide a network of connected pathways to promote walking, bicycle use and safety. Network to connect to site features and broader destinations and networks;
 - encourage 'street life' through provision of meeting points in parks readily accessible through the pedestrian network;
 - provide equal access for all both in the public domain and access to private lots, and
 - provide a variety of path types to access and connect varying landscape types.

PRINCIPLES

- ▶ Locate pathways where possible and practical to enhance connectivity to parks and other destinations and to minimise street crossings.
- ▶ Footpaths are to comply with AS1428.1 (2001) and AS1428.2-5 (1998) and are to be continuous with smooth transitions in level. Paved ramps are to grade down to carriageway level.

Figure 7: Non-Vehicular Circulation
 Note: locations are indicative only and subject to further review and detail design at Neighbourhood DA stage.

Open Space Hierarchy

OPEN SPACE TYPOLOGY

The open space system contains a number of elements (typologies) which will cater for Googong's residents and visitors. These are arranged in hierarchy from Googong Common through to linear parks and drainage reserves.

OBJECTIVES

- ▶ Spatially arrange open space to meet demand and establish a hierarchy to inform use, distribution and planning of all open space.
- ▶ Establish open spaces that are an interconnected network of elements, such as parks, local parks, squares and streets, rather than a series of unrelated, disconnected spaces.
- ▶ Provide a mix of both active and passive and formal and informal recreation/play opportunities across the spectrum of age groups.
- ▶ Enhance and create a culturally significant natural setting by integrating open spaces with the Neighbourhood Centres and Town Centre.

The following elements constitute the open space components:

- ▶ 1. Googong Common, Upper Montgomery Creek Corridor (REI Public Recreation) and HQ 800
- ▶ 2. Sports Facilities
- ▶ 3. Town Centre / Neighbourhood Centres
- ▶ 4. Neighbourhood Parks x 5
- ▶ 5. Local Parks x 13
- ▶ 6. Linear Parks and Drainage Reserves
- ▶ 7. Entry Gateways x 6
- ▶ 8. E1 Environmental Conservation (Drainage)
 - Lower Montgomery Creek
 - Hamlets Tributaries
- ▶ 9. Dam Foreshore Protection Reserve
- ▶ 10. Road Buffer Corridors
 - Old Cooma Road
 - Googong Dam Road

The precise location and distribution of the above elements will evolve over time as the township develops.

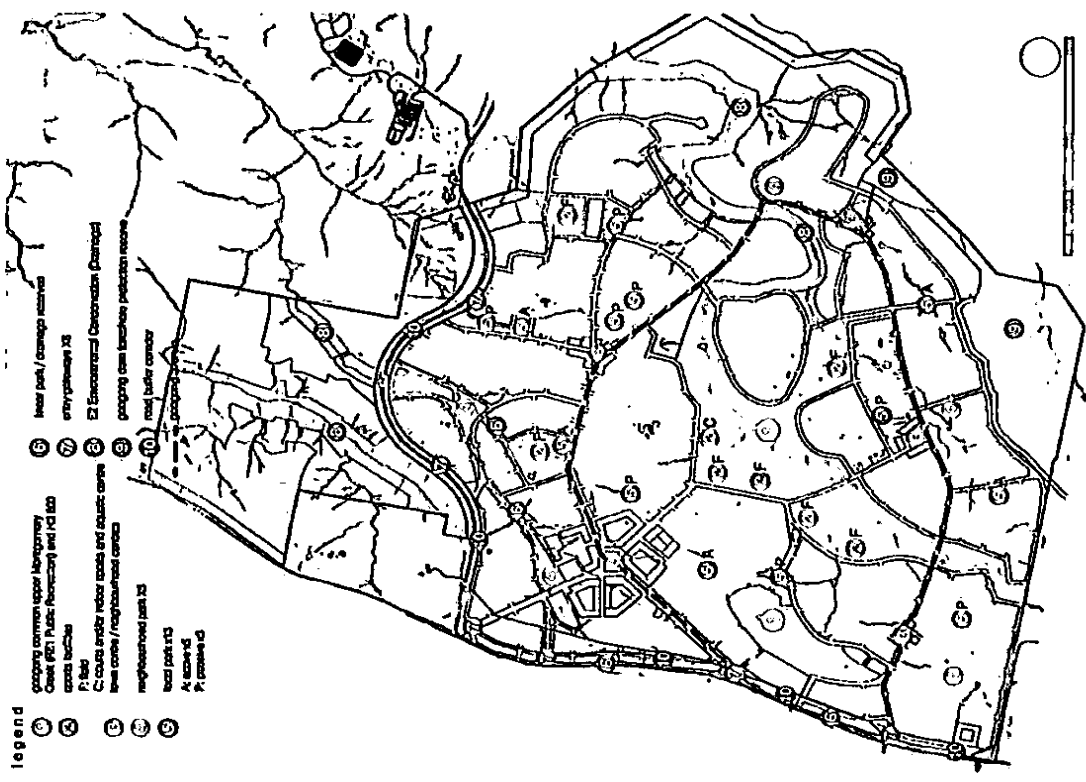


Figure 8: Open Space Typology & Distribution
 Note: locations are indicative only and subject to further review and detail design at Neighbourhood DA stage.

Open Space Hierarchy

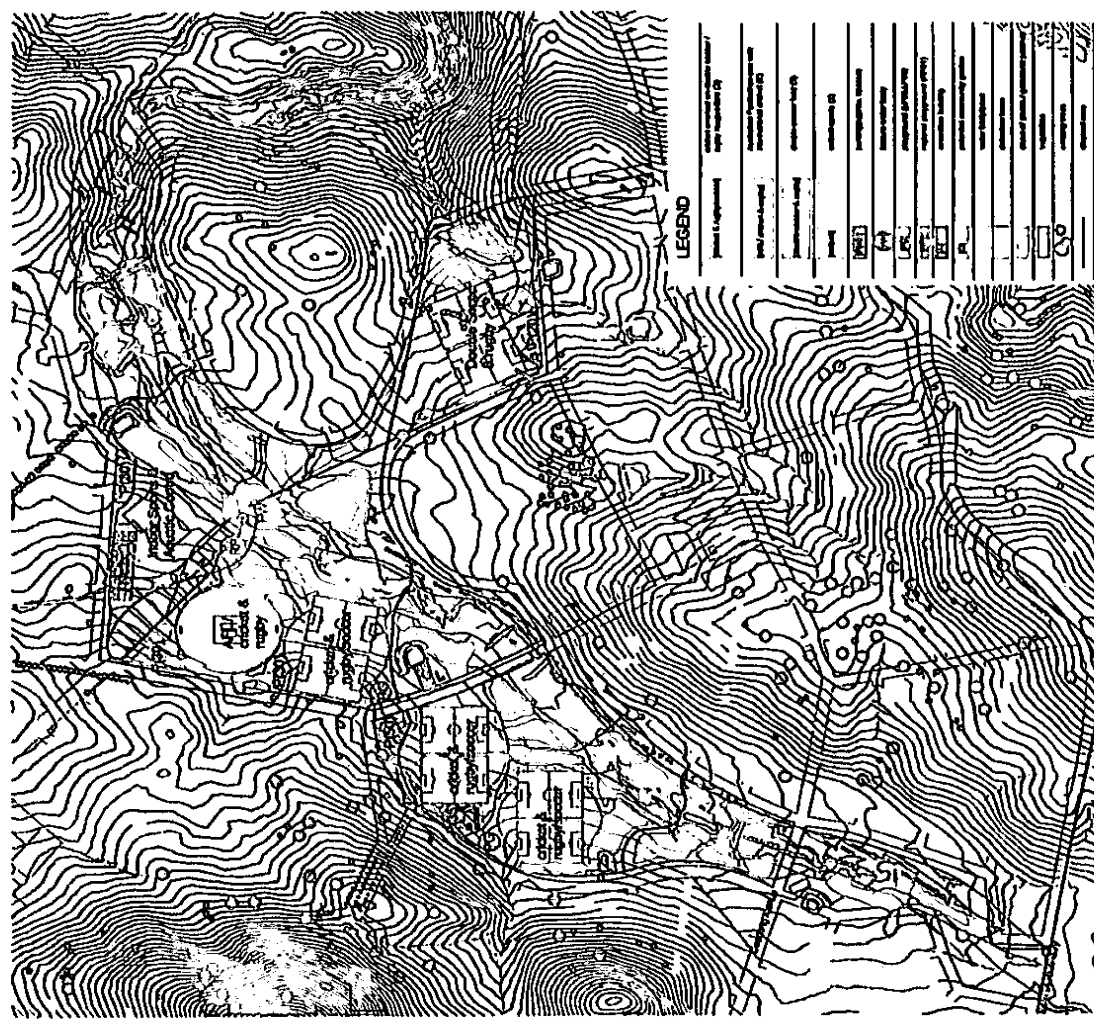


Figure 9: Googong Common Landscape Structure Plan
 Note: -12 shelters with BBQ facility, 4 shelters with interpretive signage and 17 general shelters are proposed within Googong Common.
 -Locations are indicative only and subject to further review and detail design at Neighbourhood DA stage.

GOOGONG COMMON, UPPER MONTGOMERY CREEK CORRIDOR
 (RE) PUBLIC RECREATION) AND HILL 800

- boardwalks
- art and heritage interpretation
- community garden plots
- plant nursery/cafe
- hike and bike network
- bridle trails
- pedestrian bridges over the creekline
- water bodies and a wetland corridor in a 'chain of ponds' configuration.

Googong Common

The design strategy for Googong Common began with establishing the creekline components to determine extent of flood plain and set beds associated with ecological buffers and detention requirements.

Broad detention requirements for Googong Common have been provided in the Stormwater Masterplan. Given the preliminary and strategic nature of this report and availability of accurate data, detention areas will be reconsidered in more detail during the Stage DA's.

The Common will combine recreation, commercial, functional, environmental and cultural roles.

It will provide an extensive open space resource, the 'lungs and playground' for Googong Township.

Its design will embody the character and environmental attributes of the Monaro landscape.

A diverse range of uses will be provided which may include:

- an Indoor Sports & Aquatic Centre;
- active sports facilities;
- amenity buildings;
- shelters;
- passive recreation/BBQ areas;
- children's playgrounds(regional and local);
- tennis courts;
- netball courts;

Open Space Hierarchy

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Upper Montgomery Creek Corridor (R1E1 Public Recreation Zone)

The main waterway on the site (Montgomery Creek) can be considered in three distinct sections. These have been defined by the existing topographic and geomorphic conditions. The interventions for public recreation, drainage, environmental conservation and for proposed landscape character are distinct for these three zones:

- ▶ the broad upland floodplain with chain of ponds (R1E1 Public Recreation Zone)
 - ▶ a transitional zone (the upper section of the E1 Environmental Conservation Zone)
 - ▶ defined channel section with granite bed (the remainder of the E1 Environmental Conservation Zone)
- For all of these zones, management of urban stormwater, through detention of peak flows and water quality improvement, would occur outside the creek corridor and typically beyond the existing major flood extent (1 in 100 year average recurrence interval flood extent).

BROAD UPLAND FLOODPLAIN WITH CHAIN OF PONDS

There are relic chain of pond formations observed on the site. It is proposed to restore and enhance the remnant chain of ponds system within the broad upland floodplain. Wetland and ephemeral wetland species will be selected for revegetation of the chain of ponds and low flow channel. Natural Temperate Grassland communities will be re-established through the broader floodplain. Local reclaimed stone would be used as required for stabilisation works and for control structures to slow and spread flows.

- The advantages of this approach include:
- ▶ Increased ability of the fluvial system to:
 - hold water for longer
 - regulate and convey flow
 - ▶ Excellent water quality through biological filtering
 - ▶ Highly productive ecosystems and provision of habitat for birds, fish, invertebrates and herbivores
 - ▶ Reduced likelihood of stream incision and erosion with urbanisation
 - ▶ Maintains the hydrological connection of the floodplain
 - ▶ Restoration and enhancement of a rare geomorphic system that is a unique part of the Australian landscape - a considerable point of difference
 - ▶ Allows multiple benefits such as use of rare vegetation communities, reclaimed rock from site, unique access and viewing options and a rich, thematic continuation of landscape
 - ▶ Excellent educational options for local schools including:
 - water quality monitoring
 - macroinvertebrate counts
 - studies in ecology and natural systems
 - bird watching
 - ▶ Avoids construction of a single channel and associated hard engineering necessary to concentrate a previously dispersed flow system into a narrow channel
 - ▶ A major feature water body is also proposed within the creek corridor.



Top to Bottom: One of the more permanent ponds in the upper sections of Montgomery Creek; Several ephemeral ponds in the upper sections of Montgomery Creek.

Top to Bottom: Example of a barge waterway with combination of stone and grass channel; Natural grassy chain - Upper Montgomery's Creek.

Open Space Hierarchy

Hill 800 (Twin Hills)
 As the highest elevation point on the Hill 800 occupies a dominant position. It is visible from most of the Goongong site and 360 degree views extend in all directions from its summit.

As part of the integrated water management strategy a series of water reservoirs are required to be located on Hill 800 within the saddle and directly at its summit. It is intended that these structures be celebrated as iconic features rather than attempt to buffer or camouflage them. In addition to the reservoirs and associated infrastructure a series of additional elements are proposed to make the hill a place accessible for the community to enjoy the elevation, views and to learn about the surrounding area, including:

- ▶ a series of pathways;
- ▶ a lookout or series of lookouts with provision of sun and rain shelter;
- ▶ an ecological and/or historical interpretative signage strategy;
- ▶ minor art works; and
- ▶ the regeneration of native grasslands and establishment of plant species responsive to the character and exposed nature of the area.

LOOK OUT

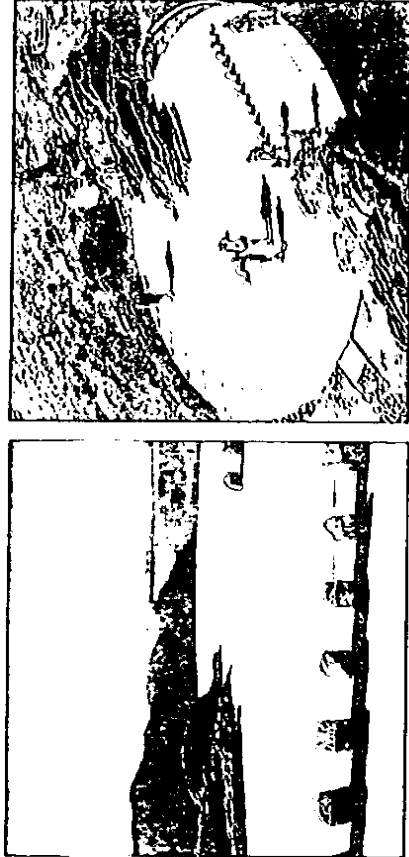
The structure of the lookout should interact with topography to develop a dynamic looking element visible from the town centre.
 Other principles include:

- ▶ Structures to be considered as features or landmarks and be sized, designed and detailed accordingly.
- ▶ Strategic views are to be maintained and enhanced.
- ▶ Provide interpretive signage to reflect upon cultural and ecological landscape.
- ▶ Minimal removal of existing rock formations to hill top to preserve the geological heritage of the site.
- ▶ Provide adequate level of parking to base of Hill 800 for visitors to the lookout.

VEGETATION

The Hill 800 planning palette has been constrained to native groundcovers only which will be used primarily to 'make good' the edges of infrastructure and public element works such as roads, paths and the lookout area.

- ▶ Groundcovers:
 - ▶ *Atriplex semibaccata* - Creeping Salt Bush
 - ▶ *Austrodanthonia* spp. - Wallaby Grasses
 - ▶ *Brachycome multifida* - Cut Leaved Daisy
 - ▶ *Brachycome multifida* 'Break O Day' - Break O Day Daisy
 - ▶ *Myoporum acuminatum* 'Monaro Marvel' - Monaro Marvel
 - ▶ *Boobialla*
 - ▶ *Cornus 'Dusty Belts'* - Dusty Belts
 - ▶ *Poa sieberiana* - Snow grass
 - ▶ *Themeda australis* - Kangaroo Grass



Indicative lookout strategy

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Open Space Hierarchy

SPORTS AND PLAY FACILITIES

The Googong Township Community Plan outlines the sports facilities required to meet the needs of Googong's residents:

- The key sports and play facilities are:
- Sportsfields and courts
 - Indoor Sports and Aquatic Centre
 - Community clubhouses and
 - Children's play facilities

These facilities have been spatially located within the Googong Open Space Structure Plan.

COMMUNITY CLUBHOUSES

While not being a Contribution Item to be delivered under the Googong Urban Development Local Planning Agreement, Community Clubhouses are proposed to provide a focus of community and recreational activity in the Township. A series of Community Clubhouses are envisaged by Googong Development Corporation the first of which will be developed in Neighbourhood 1A. The scale of the Community Clubhouses will vary depending on the scale of the neighbourhoods in which they are located although members, friends and family of Googong's community associations will essentially share access to all Clubhouses. Typical facilities proposed for the Community Clubhouses include pools, gymnasiums and adjacent tennis courts.

INDOOR SPORTS AND AQUATIC CENTRE

Located in Googong Common, this centre will provide an 8 lane 25m pool, children's wading pool and 2 indoor sports courts.

SPORTSFIELDS AND COURTS

The provision of sportsfields and courts has been identified in the Googong Community Plan and located spatially on the Open Space Typology & Distribution Plan, Figure 8.

The bulk of Googong Township sportsfields and courts are located within Googong Common forming the central open space hub / spine for this new community. Given that Googong Common is generally located in the central and southern portion of the development, an additional AFL / International Cricket Field will be located to the west of Neighbourhood One (Sportsfield 1) and a double soccer / rugby league field located to the east of Neighbourhood One (Sportsfield 2).

Fields are designed to accommodate either one large cricket / AFL oval with two soccer fields / rugby league field overlaid or a double soccer / rugby league field. These formats take advantage of summer/winter playing seasons in the same space. Sports fields are located to maximise grouping of shared facilities. Netball and tennis courts are also located in Googong Common.

CHILDREN'S PLAY FACILITIES

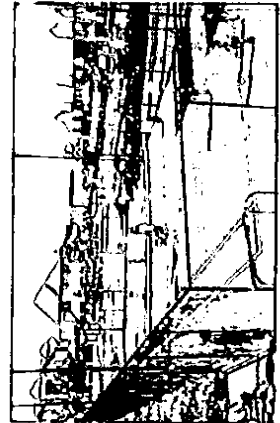
The distribution of children's play facilities aims to achieve appropriate numbers and locations of play facilities across Googong Township. There are 14 regional, five neighbourhood and eight local playgrounds provided within the development (one accommodating a range of experiences and age groups).

One significant regional playground will be located in Googong Common as the premier and high order play facility. It will feature an adventure style play area for all ages and potentially involve water play.

This location is chosen for its centrality but also proximity to the Googong Town Centre, and Montgomery creekline.

Neighbourhood playgrounds will be allocated within each of the five neighbourhoods parks. Small local playgrounds are spread evenly across the site based on the requirement that 80% of residents are within 400m walking distance of a play facility.

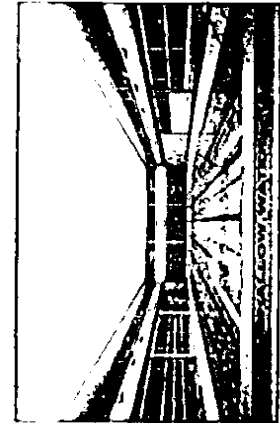
The larger facilities generally cater for more age groups while small facilities typically provide for younger age groups.



Indicative tennis courts character imagery



Indicative community clubhouse (Club Googong) character imagery



Indicative indoor sports and aquatic centre character imagery



Indicative play facilities character imagery

Open Space Hierarchy

TOWN CENTRE / NEIGHBOURHOOD CENTRES

The Town Centre /Neighbourhood Centres include a variety of open spaces which will be the main focus of identity and community gathering for the whole Googong Township and each neighbourhood. They will provide open space for informal and formal gatherings and provide spectacle in the form of public artwork or water features. They will maintain a strong connection to Googong Avenue and will function as a transport node within each neighbourhood.

Principles include:

- One space located central to each neighbourhood centre
- Provide vegetation and other buffering elements from NW to SE winds to provide protected enjoyable spaces.
- Provide areas and facilities for both active and passive recreation and café/spill out zone from adjoining retail or community facility.
- Provide detail grading and retaining systems to allow for levels associated with existing trees to be retained and to achieve a satisfactory and practical park grade.
- Tree planting to be integrated with street tree strategy in terms of species and character.
- Provide entry and signage (park name) elements.
- Provide interpretive signage to reflect upon cultural and ecological landscape.
- Provide and integrate artwork.
- Provide and integrate cycle parking.
- Provide for and integrate WSUD elements where appropriate (refer WSUD and Water Management Chapter).

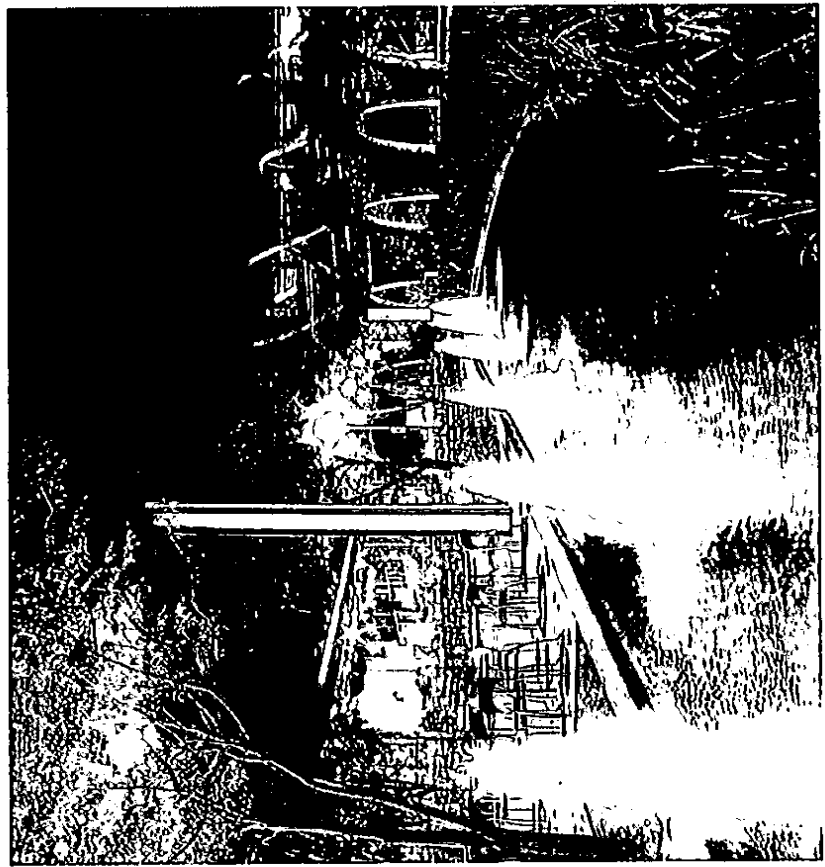
MATERIALITY

- 50% hard surface area
- Concrete paving (in situ and unit)
- Decomposed granite feature groundplane
- Feature stone paving/exposed aggregate concrete
- Concrete and timber seating
- Steel and timber shade structures
- Concrete retaining wall

VEGETATION

Centres will be predominately planned with a single identifier species. This will be deciduous to maximise winter sun. The following are suggested species:

- Ulmus parvifolia - Chinese Elm
- Zelkova serrata - Japanese Zelkova
- Fraxinus pennsylvanica 'Cinnamom' - Cinnamon Ash
- Pyrus calleryana 'Bradford' - Ornamental Pear
- Magnolia grandiflora 'Evermuth' - Evermuth Magnolia (Evergreen feature tree)
- Eucalyptus sideroxylon - Red Ironbark (Evergreen feature tree)
- Understorey of native grasses and groundcovers
- Turf



Indicative character imagery

Open Space Hierarchy

NEIGHBOURHOOD PARKS

The largest individual parks located within suburban areas are the neighbourhood parks. They provide an easily accessible and safe kick-about and play area for children. They are also magnets for the immediate community with the provision of BBQ and shelter facilities.

Neighbourhood parks are located to ensure most of the community are within a 800m radius. They should also be located to provide additional benefits to either water management, retention of heritage items/landscapes or key views.

The following is a list of principles:

- ▶ Ensure minimum one park per neighbourhood within 800m of most residents.
- ▶ Minimum area 16,000m².
- ▶ Locate neighbourhood parks in association with drainage lines or ridgelines to accommodate stormwater management and views where possible.
- ▶ Provide areas and facilities for both active and passive recreation.
- ▶ Provide detail grading and retaining systems to allow for levels associated with existing trees to be retained and to achieve a satisfactory and practical park grade.
- ▶ Tree planting to be integrated with Street Tree Masterplan(Figure 13) in terms of species and character.
- ▶ Provide one large play area with adequate shade facility and fencing/planting to define play zone.
- ▶ Provide elements (can be play/orientated) that contribute to the 'celebration of water' across the development.
- ▶ Provide a large shelter facility with BBQ facility with seating and tables.
- ▶ Provide entry and signage (park name) elements.
- ▶ Ensure heritage overlay where appropriate through

Interpretive signage, artwork installations or retention of existing shelter belt and cultural plantings.

WSUD & WATER MANAGEMENT

To include the following:

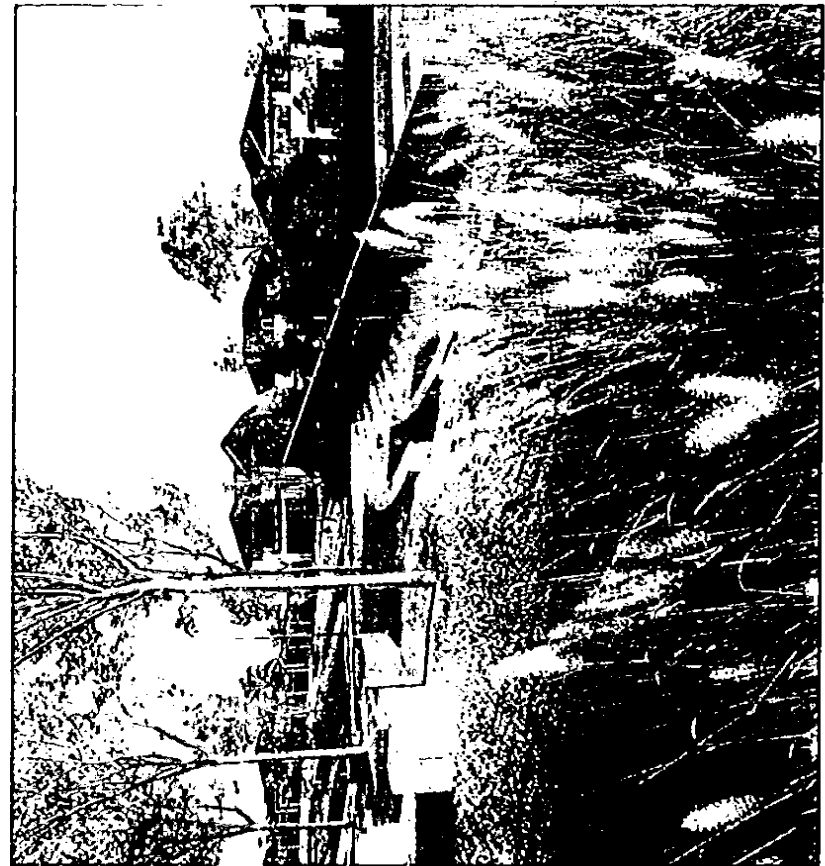
- ▶ Large vegetated swales
- ▶ Minor creeklines
- ▶ Bio-retention basins
- ▶ Passive irrigation
- ▶ Detention ponds as required

MATERIALITY

- ▶ Concrete (textured) and site stone retaining walls
- ▶ Steel and timber structures
- ▶ Steel and timber play equipment
- ▶ Bark mulch and rubber softfall play surfaces
- ▶ In situ concrete paths (smooth and exposed aggregate)
- ▶ Timber seating and picnic benches
- ▶ Rural materials, timber/steel (weathered) for signage

VEGETATION

- ▶ Eucalyptus cinerea - Argyle Apple
- ▶ Eucalyptus melliodora - Yellow Box
- ▶ Eucalyptus mannifera spp. maculosa - Red Spotted Gum
- ▶ Eucalyptus polyanthemus - Red Box
- ▶ Eucalyptus rossii - White Scribble Gum
- ▶ Native grasses and small-medium shrubs as understory
- ▶ Turf



Indicative Character Imagery

Open Space Hierarchy



Indicative character imagery

- ▶ Integrate open space with stormwater management and environmental strategies.
 - ▶ Optimise ecological functionality through planting of endemic species.
- WSUD & WATER MANAGEMENT**
- May include the following:
- ▶ Vegetated swales
 - ▶ Passive irrigation
 - ▶ Minor or temporary detention ponds
- MATERIALITY**
- ▶ Timber seating and picnic benches
 - ▶ Timber shade and picnic structures
 - ▶ Site stone retaining walls
 - ▶ Exposed aggregate concrete paths
 - ▶ Informal gravel/decomposed granite paths
 - ▶ Bark mulch play safety surface
- VEGETATION**
- ▶ Eucalyptus glaucescens – Tingiringi Gum
 - ▶ Eucalyptus cinerea – Argyle Apple
 - ▶ Eucalyptus rossii – White Scribbly Gum
 - ▶ Eucalyptus Scutellata
 - ▶ Native grasses and small-medium shrubs as understory
 - ▶ Turf

LOCAL PARKS

Local parks can provide critical amenity when located well and designed into the streetscape. They provide a moment of respite within the suburban street form. They are critical in developing a sense of place and orientation within the neighbourhoods.

Local parks should be located where existing features may wish to be retained. For example, trees or existing site rock outcrops. They may also incorporate any necessary water management strategies.

Parks are categorised as either passive or active depending on whether or not they contain a children's play area. Figure 8 indicates eight passive parks and five active parks (local playgrounds 02, 04, 07, 08 and 09).

The following is a list of principles

- ▶ A minimum area of 1,000m².
- ▶ Be within 200m of most residents (unless that resident is within 400m of a neighbourhood park).

- ▶ Allow for passive and / or active recreation.
- ▶ Provide seating and pathways for circulation.
- ▶ Incorporate small children's play facility if neighbouring residents are more than 400m from another children's play facility.
- ▶ Provide perimeter fencing to children's play facility if required.
- ▶ Provide entry and signage elements.
- ▶ Provide screen planting to adjoining residential properties.

Open Space Hierarchy

LINEAR PARKS AND DRAINAGE RESERVES

Linear parks and drainage reserves are similar in that they are both linear open space elements. Their function is to provide transmission and connectivity. Often flanked by a road to both sides they are well defined and controlled areas, but provide a critical functional and aesthetic role. A linear park may run along a ridge line whilst a drainage reserve will typically run down a valley. The following principles apply:

- ▶ Optimise ecological functionality through planting of endemic species.
- ▶ Celebrated within streetscape profiles to enhance character and perception of open space.
- ▶ Linear parks may link neighbourhood and local parks and other key community focal points into the continuous open space network.
- ▶ Facilitate overland flow requirements where practical.
- ▶ Integrate non-vehicular circulation to increase safety and connectivity.

WSUD & WATER MANAGEMENT

May include the following:

- ▶ Weir structures to control water flow around drainage lines and create pooling where required
- ▶ Urban creeklines along streets to aid stormwater management
- ▶ Existing vegetated creeklines

MATERIALITY

- ▶ Site stone retaining walls and weirs
- ▶ Exposed aggregate paths
- ▶ Informal decomposed granite/crushed rock paths
- ▶ Timber seating
- ▶ Timber bridges and stone water crossings
- ▶ Site stone/gravel/boulders to drainage lines

VEGETATION

- ▶ Eucalyptus cinerea - Argyle Apple
- ▶ Eucalyptus mannifera ssp. maculosa - Red Spotted Gum
- ▶ Eucalyptus rossii - White Scribbly Gum
- ▶ Eucalyptus sideroxylon - Red Ironbark
- ▶ Eucalyptus elata - River Peppermint
- ▶ Eucalyptus stellulata - Black Salice
- ▶ Riparian sedge and grass species along drainage lines
- ▶ Water tolerant tree species such as Melaleuca and Casuarina along drainage lines



Indicative character imagery

Open Space Hierarchy

ENTRY GATEWAYS

There are six major entries (off OCR and GDR) and a number of minor entries to parks and open space, the four neighbourhoods and towns centre within Googong Township. A design language based around a clear use of form and material is proposed for all the entries to establish a visual identity and orientation for the site. It must be clear when you arrive, leave and navigate throughout the development both from a marketing and neighbourhood identity perspective.

A design language based around a clear use of form and material is proposed for all the entries to establish a visual identity and orientation for the site. It must be clear when you arrive, leave and navigate throughout the development from a neighbourhood identity perspective.

Entry gateway can create a sense of belonging that fosters ownership, pride, maintenance and protection of the neighbourhood.

A series of suggested installations have been developed that respond to the surrounding sociological, environmental and geological landscapes. These will include walls where possible made of local stone to varying degrees of finish. A screen will sit behind the wall; its associated wall determining its shape and size. A gap between screen and wall will provide for appropriate planting to complete the piece and integrate it into the surround environment.

These pieces can be used as a single element with a minimum height of screen to provide visual identity to minor places of recreation (local parks and public open space) and minor entries. They can be placed in groups with a combination of maximum and minimum height of screens to create strong visual identity for major entry statements, neighbourhood parts and locations of major public open space such as Googong Common.

Walls are to be finished to varying degrees of refinement, to communicate individuality, provide for better visual presence and greater potential for use as a tool for wayfinding.

Screens will respond to their associated wall and may incorporate text and signage in the context identification and wayfinding.

All road entries will be used extensively when the township is established however the intersection of Old Cooma Road and Googong Dam Road will be the key entry. The larger and more critical the entry (e.g. at the corner of OCR and GDR) the more impressive scale should be applied.

A greater number of walls should be constructed in groups of 'families' with a number of screens reaching a maximum height in the order of 8 m high. The layout of these 'families' will respond to immediate infrastructure by addressing the entry road while incorporating view framing of the surround landscape.

Lesser entries may feature constructed shapes in the order of 3 or 4 meters high. These installations are to form a spatial relationship through which entry roads can pass, open space is accessed and an alternative method of site navigation will be achieved.

Elsewhere in the project, elements of the installations such as screens may be used to mark and celebrate a particular location. For example to pedestrian only access points to the site or other points that require marking

and notification. Full installations are not to be used for everything, as this will weaken the entry hierarchy. This preliminary concept is to be developed further during the detail design stage.

VEGETATION

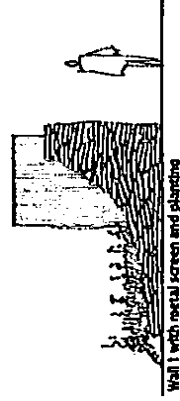
- ▶ Eucalyptus mamifera ssp maculosa - Red Spotted Gum
- ▶ Eucalyptus pauciflora - Snow Gum
- ▶ Fraxinus onycarpa - Desert Ash
- ▶ Liquidambar styraciflua 'Oakville Highlight'
- ▶ Pynus calleryana 'Bradford' - Ornamental Pear
- ▶ Native Grasses



Road type 1 - feature road for walls



Top to bottom: Suggested stone finish; Suggested screen with text.



Wall 1 with metal screen and planting



Wall 1 section

Open Space Hierarchy

E2 ENVIRONMENTAL CONSERVATION (DRAINAGE)

Lower Montgomery Creek

Lower Montgomery Creek is a locally significant environmental corridor which links the Queenbeyan River and the upper Montgomery Creek catchment.

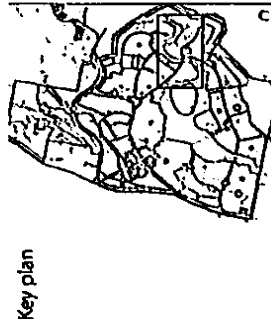
OBJECTIVES

Vegetation Management within Lower Montgomery Creek will be bushland restoration generally comprising the following:

- bushland regeneration (the removal of weeds/burns/soil scarification/no introduced planting), or
- assisted bushland regeneration (the above and replanting of species missing from the vegetation structure), or
- bushland reconstruction (the above and replanting of full structure vegetation where little vegetation exists).

Generally Lower Montgomery Creek will require assisted bushland regeneration. Over time the area will regenerate to form full structure vegetation. (this will mostly consist of shrub growth with scattered trees similar to nearby vegetation on the edges of the Queenbeyan River (20-30 years growth).

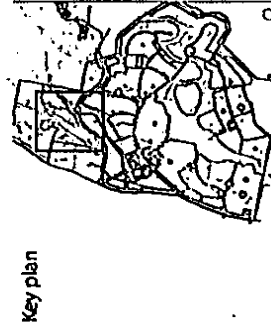
The corridor will provide recreational opportunities through a system of paths, wayfinding signage and interpretation signage.



Key plan



Lower Montgomery Creek Images



Key plan



Hamlets Tributaries Images



Hamlets Tributaries

The tributaries provide a link along the regionally significant east-west wildlife corridor between the Queenbeyan River and Jerrabomberra Creek. This wildlife corridor incorporates areas of endangered ecological communities.

OBJECTIVES

It is the vision that these areas (particularly those on the steeper grades) be re-instated to contain fully structured vegetation communities similar to that edging the Queenbeyan River. This will occur primarily through natural regeneration which will be triggered by the action of 'de-stocking' the land.

Open Space Hierarchy

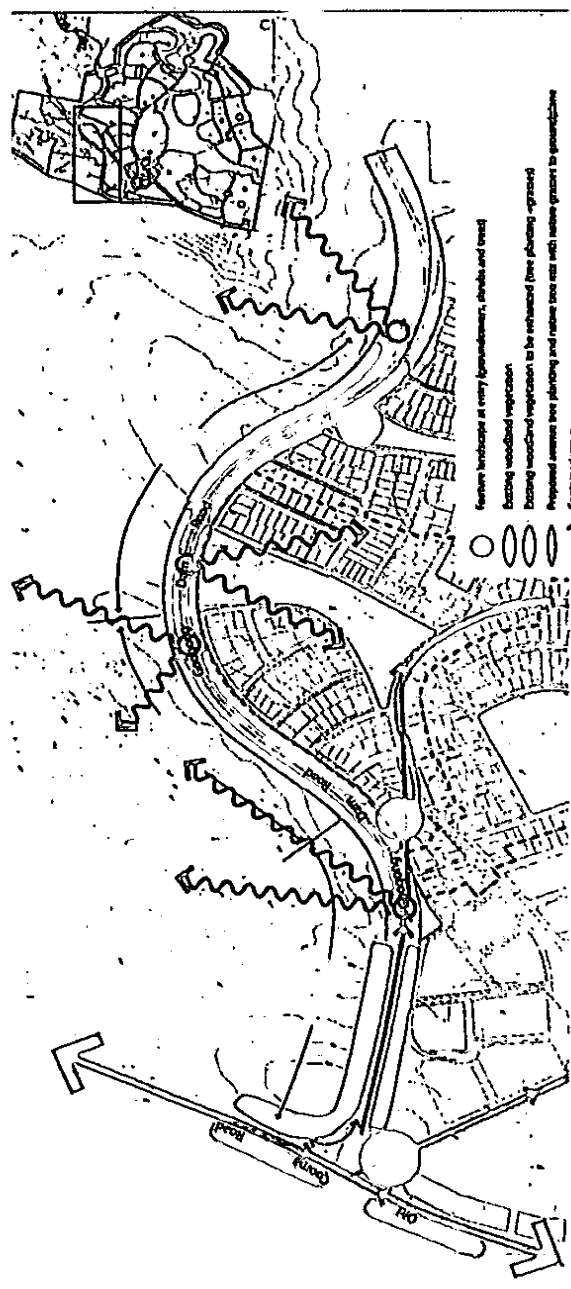


Figure 10: Googong Dam Road Approach to Entry

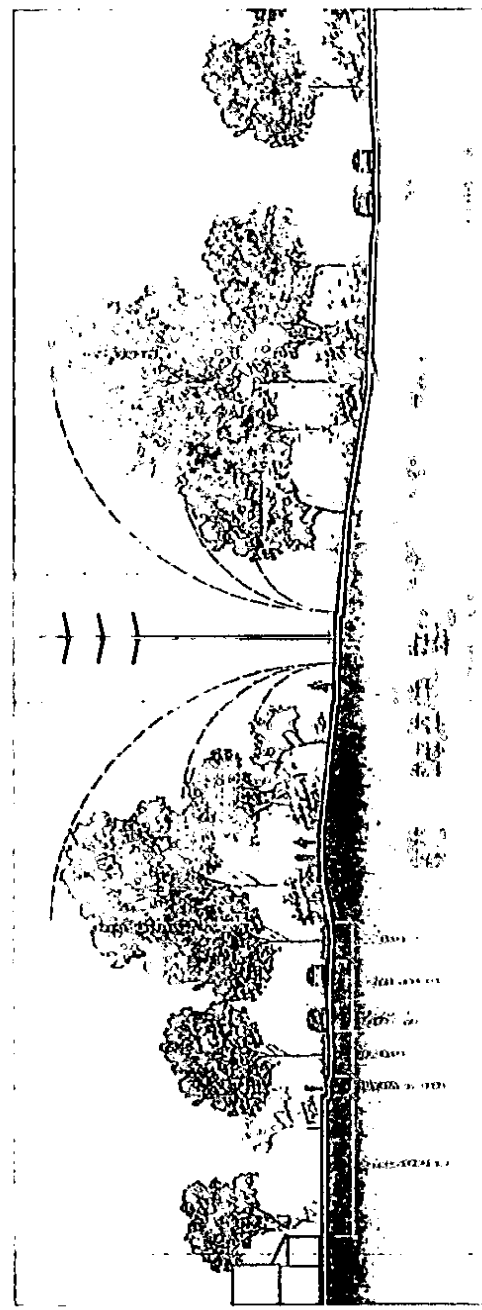


Figure 11: Typical Old Cooma Road Easement Section - Looking South

ROAD BUFFER CORRIDORS

Googong Dam Road
 Googong Dam Road will form the approach to the Township's Day 1 Entry and future Town Centre entry.

OBJECTIVES

- vegetation types, species selection, planting density and maintenance will be carried out to ensure the road corridor meets Asset Protection Zone (APZ) requirements.
- the planting concept will consist open woodland - native grasses with sporadic tree planting characteristic of local species.

- feature planting and exotic species will define the entry gateways.

- planting to provide visual screening in key locations to and from the Township.

Old Cooma Road

Old Cooma Road provides a number of secondary entry gateways into the Township. An existing electrical easement (45m) runs parallel.

OBJECTIVES

- vegetation types, species selection, planting density and maintenance will be carried out to ensure the road corridor and easement meet Asset Protection Zone (APZ) requirements.

- the planting concept will consist open woodland as above with vegetation heights restricted along the centre of the easement.

- feature planting and exotic species will define the entry gateways.

- the easement will provide modified habitat value linking the Common and H91 800 with the east-west wildlife corridor.

Open Space Hierarchy

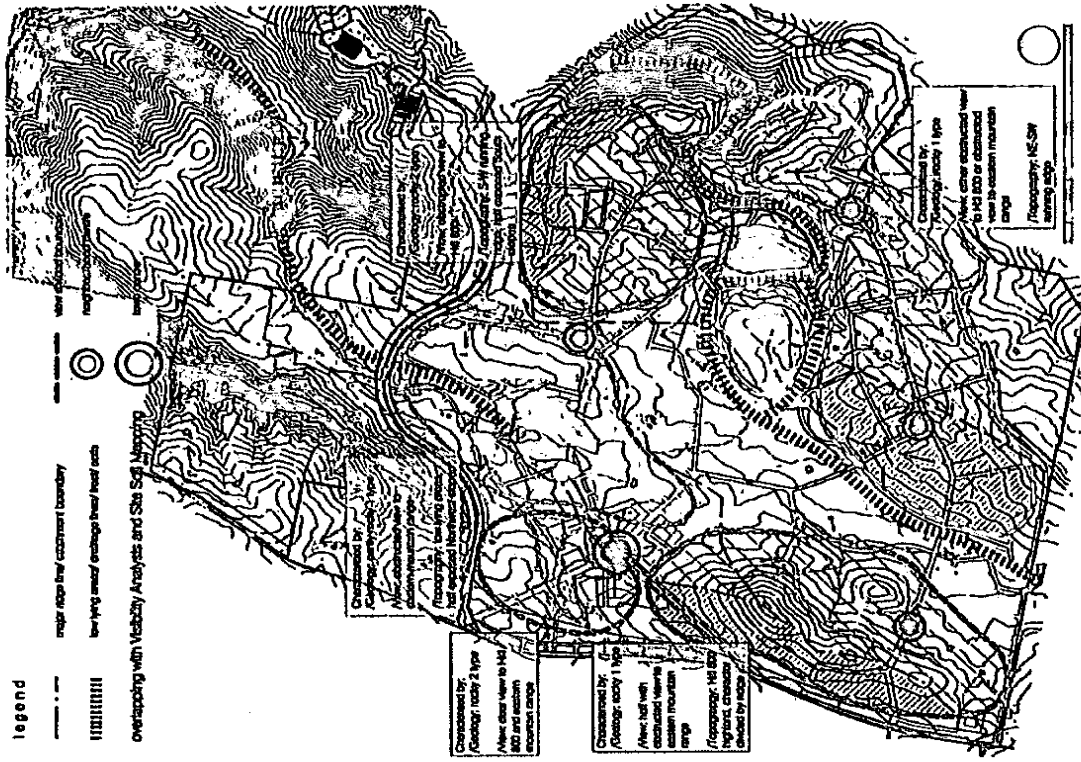
SUMMARY OF MAJOR OPEN SPACE SPORTS & PLAY FACILITIES

The matrix below summarises the major facilities outlined in pages 14-21. There will be an additional 6 tennis courts, 2 in NH18 Local Park 4, 2 in Googong Common (NH8) and 2 in Neighbourhood Park 5 (NH5).

Location	No.	Code	Facility Type	Fields, Courts & Centres	Age Group Focus	Field Dimension (m)
NH1	1	LP01	Local Playground		1-12 Years	
	2	LP02	Local Playground		1-12 Years	
	3	LP03	Local Playground		1-12 Years	
	5	NP01	Neighbourhood Playground		all ages	
	6	CC	Community Clubhouse	2 Tennis Courts, swimming pool	all ages	Tennis 23.77*10.97
	7	G 1	Group Sports Facility - Rec Reserve A	AFL co-use with international cricket	all ages	AFL 165 X 150, ICF 160X142
	8	G 2	Group Sports Facility - Rec Reserve B	Double soccer field & Rugby League	all ages	Soccer 100X76, RL 122x68
	9	LP04	Local Playground		1-12 Years	
NH2	10	NP02	Neighbourhood Playground		all ages	
	11	NP03	Neighbourhood Playground		all ages	
NH4	12	LP07	Local Playground		1-12 Years	
	13	NP04	Neighbourhood Playground		all ages	
	14	CC	Community Clubhouse	2 Tennis Courts, swimming pool	all ages	Tennis 23.77*10.97
	15	LP08	Local Playground		1-12 Years	
NH5	16	NP05	Neighbourhood Playground		all ages	
	17	LP05	Local Playground		1-12 Years	
GOOGONG COMMON	18	LP06	Local Playground		1-12 Years	
	19	RP01	Regional Playground		all ages	
	20	G 3	Local Indoor Sports and Aquatic Centre	Indoor Sports and Aquatic Centre	all ages	8 lane X 25m aquatic pool, children's wading pool and an indoor sports hall that accommodates two indoor courts
	21	G 3	Group Sports Facility	5 Netball Courts	all ages	Netball 30.4X15.25
	22	G 4	Group Sports Facility	AFL co-use with international cricket	all ages	AFL 165 X 150, ICF 160X142
	23	G 5	Group Sports Facility	Double Soccer co-use with international cricket / Rugby League	all ages	Soccer 100X76, ICF 160X142, RL 122x68
	24	G 6	Group Sports Facility	Double Soccer co-use with international cricket / Rugby League	all ages	Soccer 100X76, ICF 160X142, RL 122x68
	25	G 7	Group Sports Facility	Double Soccer co-use with international cricket / Rugby League	all ages	Soccer 100X76, ICF 160X142, RL 122x68
	26	G 8	Group Sports Facility	Double Soccer & Rugby League	all ages	Soccer 100X76, RL 122x68

Figure 12: Summary of Major Open Space Sports & Play Facilities

Character



Character

OPEN SPACE CHARACTER

Other than streetcapes which form the connective network for Googong Township, it is the destinations or physical open space that defines public domain character. The unique ecological and geomorphological qualities of the site will inform the design character. Strong themes will be drawn from these existing qualities and from the surrounding region.

OBJECTIVES

- Provide passive green space to enhance the aesthetics of Googong and contribute to memorable and enjoyable experiences.
 - Provide spaces for community expression and engagement.
 - Create a distinctive identity across Googong yet variety to each of the defined character zones.
 - Retain existing trees and geological formations where possible with the location of parks and open space.
- inclusions of shrub planting or other objects that inhibit site lines.
- Use non-physical barriers to discourage uncontrolled vehicular access to parks.
 - Pedestrian paths to be located on desire lines.
 - Provide shade trees and structures to seating and play areas.
 - Provide detail grading and retaining systems to allow for levels associated with existing trees and geological formations to be retained.
 - All lighting to conform to relevant Australian standards.

PRINCIPLES

- Create visual rewards through location of amenities in highly visible locations, to enhance visual character, identity, surveillance and guardianship.
- Utilise open space for integrated stormwater management incorporating water sensitive urban design principles.
- Parks are to be located on main roads or provide perimeter road address for standard roads.
- Parks are to be located central to residential neighbourhood areas.
- Viability across parks should be maintained with limited

Figure 13: Site Character Analysis
 Note: locations are indicative only and subject to further review and detail design at Neighbourhood DA stage.

Character

TRANSECT ZONES

The Googong masterplan consists a sequence of Transect Zones from natural edges to the highly urban character at the heart of the Town Centre. This sequence of characters is the basis for organising the components of the built elements and landscape character of Googong: building, lot, land use, street, and open spaces. Each character zone is comprised of elements that reflect its location within the neighbourhood. The low density edge of a neighbourhood will typically have large residential homes, lawns and streetscape planting which responds to the surrounding landscape. This gradually transitions to the busier neighbourhood centres. Here buildings are closer to the street and there are some attached residential dwellings, shop top housing as well as neighbourhood level retail, commercial and community activities. The most active and urban part of Googong will be the Town Centre. Buildings in the town centre will be larger and be predominantly mixed use. As the civic, commercial and cultural heart of the new community it will be used both day and night.

Each Transect Zone is comprised of elements that reflect its location within the development. There are three zones identified within NHIA:

1. T3 / Sub-Urban Transect Zone - low density edge typically with large residential homes and native planting which responds to the surrounding landscape. There are two sub-urban categories found within NHIA, the Neighbourhood Edge along Googong Dam Road and the Internal Neighbourhood
2. T4 / General Urban Transect Zone - a gradual transition into the Neighbourhood Centre where residential types vary and are mixed with commercial and community activities and planting is predominantly exotic
3. T5 / Urban Core Transect Zone
The Urban-Core Transect Zone (Town Centre) does not occur within NHIA.

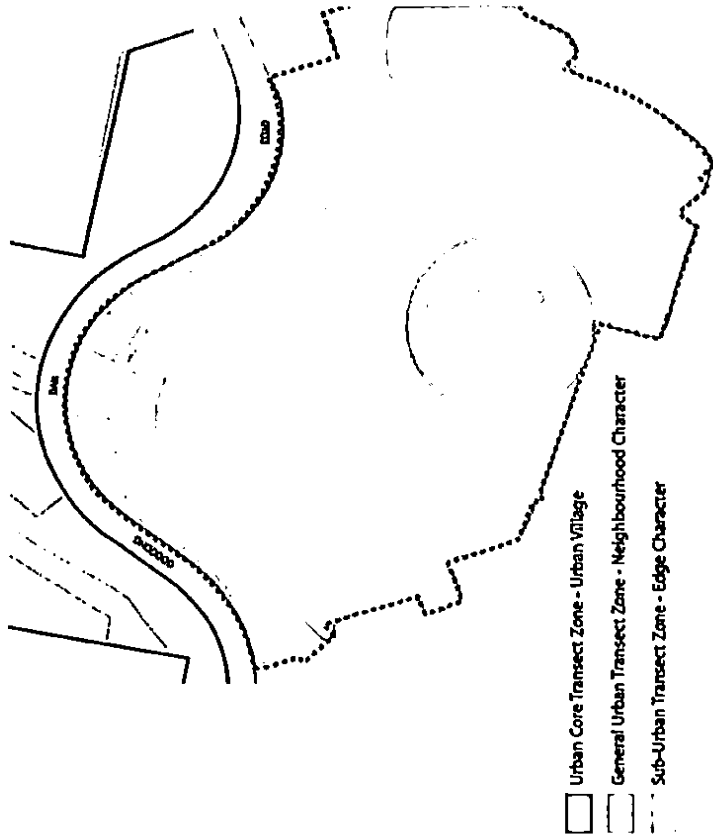


Figure 3.2: Googong NHIA Transect Diagram

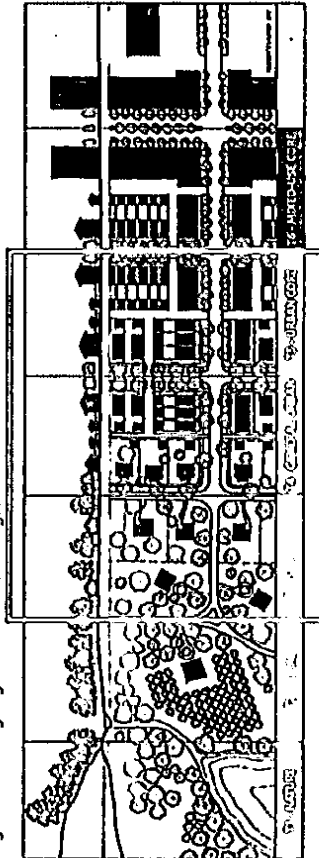


Figure 3.3: Googong Township The Transect Zone indicating NHIA extent (Source: Roberts Day, 2009)

Landscape Palette

Landscape Palette

MATERIALITY OBJECTIVES

- Utilise site sourced stone where possible in the construction of retaining walls, concrete surfaces, landscape structures and mulches etc. to embody site character.
- If unavailable from site then where practical obtain landscape materials from local sources to reduce emissions associated with transportation of materials from further afield.
- Where possible utilise materials that have had minimal negative environmental and social impacts in their extraction/production and transportation to site.
- Utilise recycled products where possible.
- Materials are to be selected for their robust and resilient qualities.
- Materials are to be selected with the character zones in mind.

SITE MATERIAL

Rock sourced from site may be appropriate for use in a number of applications:

- feature boulders
- stone walls
- gabion structures
- leaky weirs to Montgomery Creek corridor
- facing to concrete walls
- feature rock mulch
- decomposed 'granite' substitute.

It is anticipated that the site will provide a number of different rock types in terms of colour, texture and structure.

LOCAL MATERIAL

A selection of locally sourced landscape materials will be used as feasible in a variety of applications such as those listed above.

Attractive, robust, sustainable, maintainable and cost effective materials have been explored that embody site character and will provide a distinct landscape aesthetic for Googong Township.

PATHS

As outlined in the circulation strategy there are a number of path networks proposed for Googong Township open space. These include:

- Standard footpath - brushed concrete
- Civic footpath - coloured / sandblasted concrete
- Bushtrack - stabilised gravel/decorative granite
- Boardwalks - timber / steel
- Dedicated cycle lanes- bitumen (to engineers specs)
- Paths in open space - brushed concrete
- Multipurpose trail - compacted gravel/soil.

WALLS

- Feature wall/entry elements
- Retaining walls
- Weirs.

MULCHES

- Gravels - available from local quarry and from site
- Organic - locally available where possible.

EDGINGS

- Steel
- Timber
- Concrete.



Top to Bottom: Wall, Rock sourced from site.



Typical slashes

Landscape Palette

STREET TREE STRATEGY

An attractive streetscape requires a considered approach to the selection and location of plant material. Trees are one of the most critical components of a well functioning and attractive streetscape. The following features have been taken into consideration in the preparation of this strategy.

SUSTAINABILITY

- Maintaining a low impact on the environment and natural resources, by selecting plant material that is endemic to the region or exotic plants that will complement the desired character or other aesthetic or functional needs (eg solar access). Plants also need to survive and thrive after periods of drought, cold and high winds.

AESTHETICS

- The combination of both endemic native and deciduous species are at the core of the aesthetics of Googong Township. Plant selection criteria includes topography, soil and climate, with focus on achieving a landscape that evokes seasonality and sustainability.

- To provide variety of forms, colours, textures, flowering habitats and seasonality.

MAINTENANCE:

- Careful selection of materials ensures that maintenance for all species is very low to no maintenance.
- Requirement for active watering to be low. Species chosen to withstand periods of drought (within a reasonable time frame).

LONGEVITY

- Species need to be able to withstand the variety of conditions found on the site.
- Good horticultural practices are to be undertaken during the preparations of the sites to ensure longevity of the trees is achievable.

ECOLOGICALLY RELEVANT

Selection will also include suitable species from those communities that are found in the region.

- WSUD beds to be planted with appropriate species to address regular storm water inundation.
- All species to be selected in response to the harsh climatic conditions including frost, drought, dry and cold winds, and lateral soils.
- Incorporate existing trees into proposed verges where possible.
- Final species selection will occur in consultation with Council having regard to the contents of the Googong Landscape and Open Space Strategy.



Ulmus pumilus



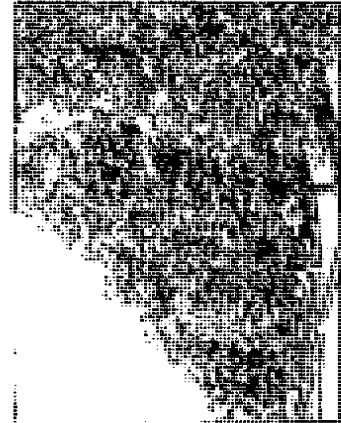
Ulmus pumilus



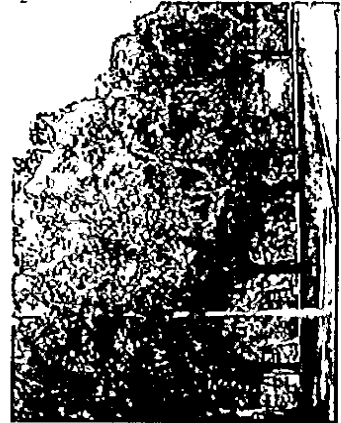
Magnolia grandiflora



Fraxinus oxycarpa 'Raywood'



Eucalyptus citreus



Eucalyptus citreus
 ALCOA Design & Planning

Landscape Palette

STREET TREE MASTER PLAN OBJECTIVES

- to establish a hierarchy of landscape and verge treatments within the urban structure.
- to enhance the visual character of the development.
- to form street characters and reinforces the neighbourhood transect.
- the creation of environmental microclimates specific to location, hierarchy and built form.
- consideration of IMCWP and WSUD strategies.
- retention of existing trees where possible.

GOOGONG AVENUE

- This is the main connector street linking all five neighbourhoods. It comprises (3) characters: these are urban, neighbourhood and park / edge. WSUD bioretention elements to be incorporated where feasible, passive irrigation elements to be incorporated throughout.
- Key species: Plane Tree (*Platanus orientalis*).
- Verges and median / swales: 100% exotic (*Platanus orientalis*).

ARTERIAL / ENTRY STREET

- Secondary connector linking entry gateway, town centre and Googong Common. Key species to be determined.
- Verges and median / swales: as above.

TOWN CENTRE (1), NEIGHBOURHOOD CENTRES (4)

- Shelter / Shade vegetation - with colour / flower / scent.
- Key species: Exotic, one species per centre for individual character development.

ENTRY GATEWAYS (6)

Feature planting to establish a visual identity and orientation for the site. Species to complement arts and signage elements.

- Key species: Liquidambar

LOCAL STREETS

Three types are proposed:

- 100% Exotic
- Key entry streets and connections to Googong Avenue
- Display village
- Local streets (higher order)
- 50/50% Exotic / Native
- Local streets (lower order)
- Park edge streets
- Edges to Googong Dam Road.
- 20/80% Exotic / Native to 100% Native
- Open space and common edge streets.

NEIGHBOURHOOD AND LOCAL PARKS

- Generally native with exotic species at key areas such as entrances, BBQ seating or art elements.

APZ ZONES

- 100% Native designed to meet APZ requirements.

DRAINAGE + ENVIRONMENTAL CONSERVATION ZONE

- 100% Native.

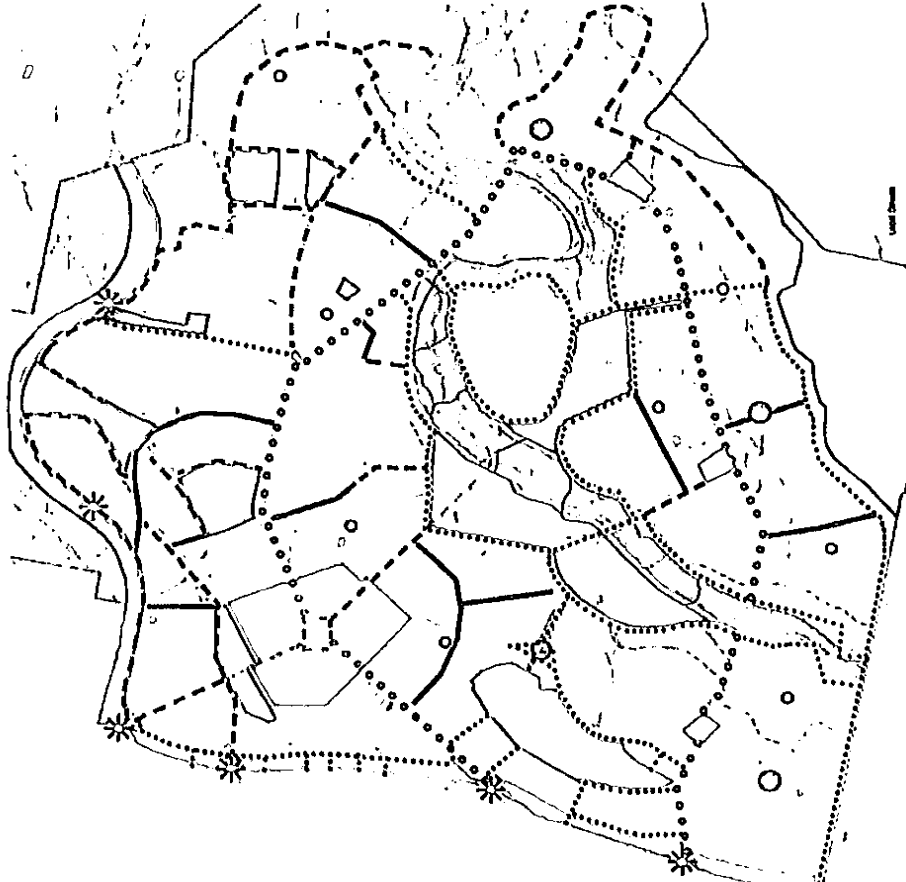


Figure 15: Street Tree Masterplan
 Note: locations are indicative only and subject to further review and detail design at Neighbourhood DA stage.

Streetscape

Streetscape

STREETSCAPE OBJECTIVES AND PRINCIPLES

Streets are more than just places for cars and movement. They provide pedestrian and bicycle routes, they assist with the legibility, identity and character of a place and they provide spaces for daily encounters between residents and neighbours.

Careful consideration of circulation and access within any built environment can heavily influence a users experience of function and place. Ease of movement and access is critical to their usability and desirability however, it is the character of a boulevard, a sidewalk and the landscape that create the 'sense of place'.

OBJECTIVES

- ▶ Establish the hierarchy of circulation treatments - arterial boulevards / avenues, collector roads, local streets and laneways within the urban structure.
- ▶ Design roads and streets that respond to the local context creating a distinctive identity for Googong, with an individual neighbourhood character, that evokes a 'sense of place'.
- ▶ Provide movement choices that allow people to walk, cycle, and use public transport rather than vehicular movement only.
- ▶ Create safe routes for all.
- ▶ Retain existing trees and geological formations where possible when locating streets.
- ▶ Create environmental micro climates for the comfort of residents.

PRINCIPLES

- ▶ Enhance visual character, identity, surveillance and guardianship.
- ▶ Utilise streetscape verges where practical for integrated stormwater management incorporating WSUD principles.
- ▶ Utilise streetscape elements (lighting, signage, structures & planting) to provide physical comfort and definition to the circulation system.
- ▶ Street character elements should work at multiple scales to help identify district and neighbourhood identity.
- ▶ Provide detail grading and retaining systems that allow for levels associated with existing trees and geological formations to be retained where practical.
- ▶ All lighting to conform to relevant Australian standards.
- ▶ Plants should be chosen with regard to water use/ requirements (low). Turf species recognised to require minimal watering should be specified where possible.

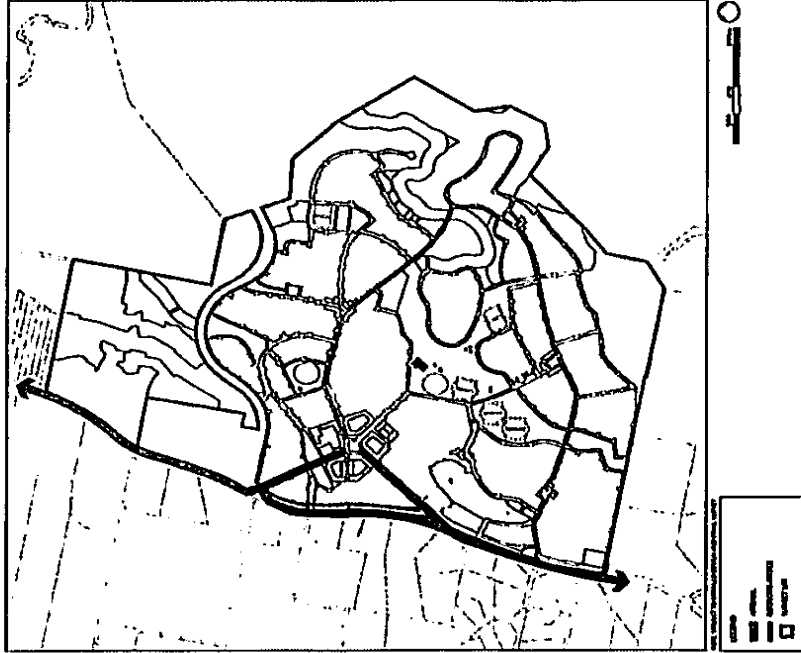
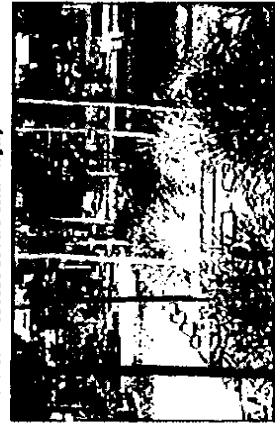


Figure 16: Googong Township Street Network Plan (source: RobertsDay, 2009)

Indicative main street/urban character imagery



Indicative collector/neighbourhood character imagery



Streetscape

STREET SECTIONS
GOOGONG AVENUE

Googong Avenue is the main 'connector' street running through the development linking all five neighbourhoods.

- A three tiered street hierarchy is proposed. This includes:
 - 1. Urban Character/Main Street Character.
 - 2. 'Neighbourhood' Character
 - 3. Park / Edge Character

- Avenue planting is proposed to either side of the street (Platanus orientalis, Plane Tree). This element will remain consistent while verge treatments, materiality, street reservation widths and function reflect the development character through which the avenue passes.
- Verges and median / central swales, where present and where grades allow, may incorporate WSUD biofiltration beds.
- Tree spacings will decrease to build intensity on the approach to the town centre and neighbourhood centres.
- Avenue trees to kerb lines should remain parallel and formal while median tree plantings may respond to character zones with tree groupings and random spacings.
- Paths will be provided to either side of the street over its entire length.

CONNECTOR STREET

These streets run from site entries connecting through to Googong Avenue and Neighbourhood Centres.

- parallel and formal tree plantings with even spacing of 15-20m;
- large scale tree selection (15-20m height);
- exotic or native species (per street);
- consistent character and palette across character precinct;
- bosque's (exotic & native) at threshold & entry points; and
- path for both pedestrians and cyclists to one side of street (on amenity side of street).

LOCAL STREET

These streets form the majority of the street network throughout the development.

The following defines:

- parallel tree plantings;
- typical spacing 15m;
- medium height tree plantings (10-20m);
- a combination of native and deciduous trees
- flexible character per street groups and
- simple groundcover / understorey.

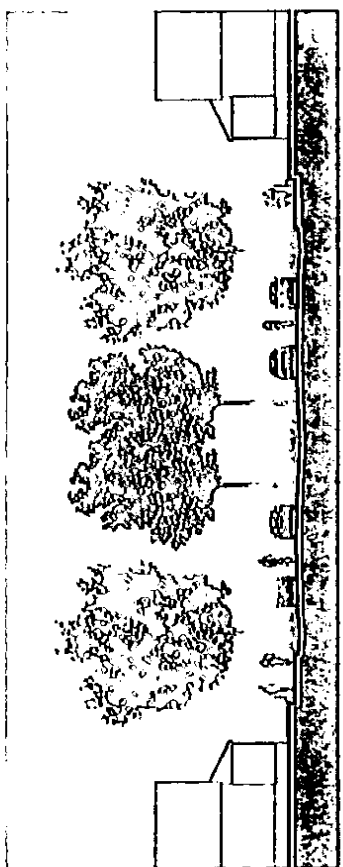


Figure 17: Googong Avenue - 'Neighbourhood' Character



Figure 18: Connector Street Section

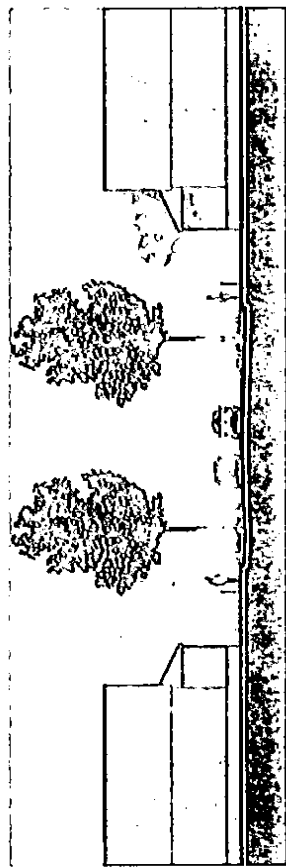


Figure 19: Local Street Section

WSUD and Water Management

WSUD and Water Management

Water sensitive urban design (WSUD) is an approach to the planning and design of urban environments that supports healthy ecosystems, lifestyles and livelihoods through smart water management.

It offers an alternative to the traditional conveyance approach to stormwater management and aims to mitigate environmental impacts particularly on water quantity, water quality and receiving waterways, within urban areas. Thus WSUD incorporates holistic management measures that take into account urban planning and design, social and environmental amenity of the urban landscape and stormwater management which are integrated with stormwater conveyance by reducing peak flows, protection of natural systems and water quality, stormwater reuse and water conserving landscaping.

The WSUD elements proposed at Googong address stormwater quality, waterway stability and vegetation irrigation. Bioretention systems will be used to treat stormwater to best practice standards. Detention areas and stormwater harvesting will be used to limit post-development changes in flow rate and flow duration for the protection of receiving environments. This is critical for the protection of the terrestrial and aquatic environments of the Montgomery Creek and the hantlets tributaries north of the site, particularly in limiting the impacts of urban development on channel bed and bank erosion.

Some specific WSUD objectives are to:

- ▶ minimise impacts on existing natural features and ecological processes
- ▶ minimise impacts on natural hydrologic behaviour of catchments
- ▶ protect water quality of surface and ground waters
- ▶ minimise demand on the reticulated water supply
- ▶ improve the quality of and minimise polluted water discharges to the natural environment
- ▶ incorporate collection treatment and/or reuse of runoff, including roofwater and other stormwater
- ▶ reduce run-off and peak flows from urban development
- ▶ re-use treated effluent and minimise wastewater generation
- ▶ increase social amenity in urban areas through multi-purpose greenspace, landscaping and integrating water into the landscape to enhance visual, social, cultural and ecological values
- ▶ add value while minimising development costs (e.g. drainage infrastructure costs)

STORMWATER QUALITY

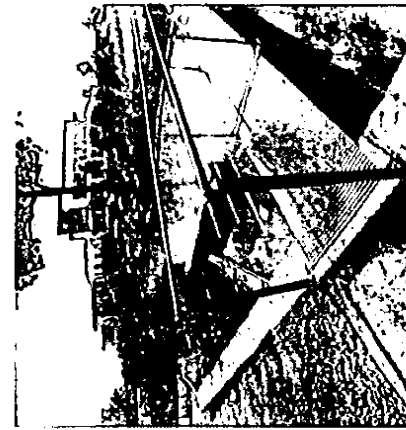
Stormwater quality will be addressed through bioretention systems at the urban / open space interface. Where grade, cost or available treatment area is limited, wetlands or bioretention systems can be integrated with end of catchment detention areas.

Landscaped areas will be configured to optimise passive irrigation following for breaks in kerbs, appropriate set down of the planned surface, paths graded to drain to landscaped areas, scour protection at the edge of the landscaped bed).

Indicative wetland



Indicative detention within the urban context



Typical median pass

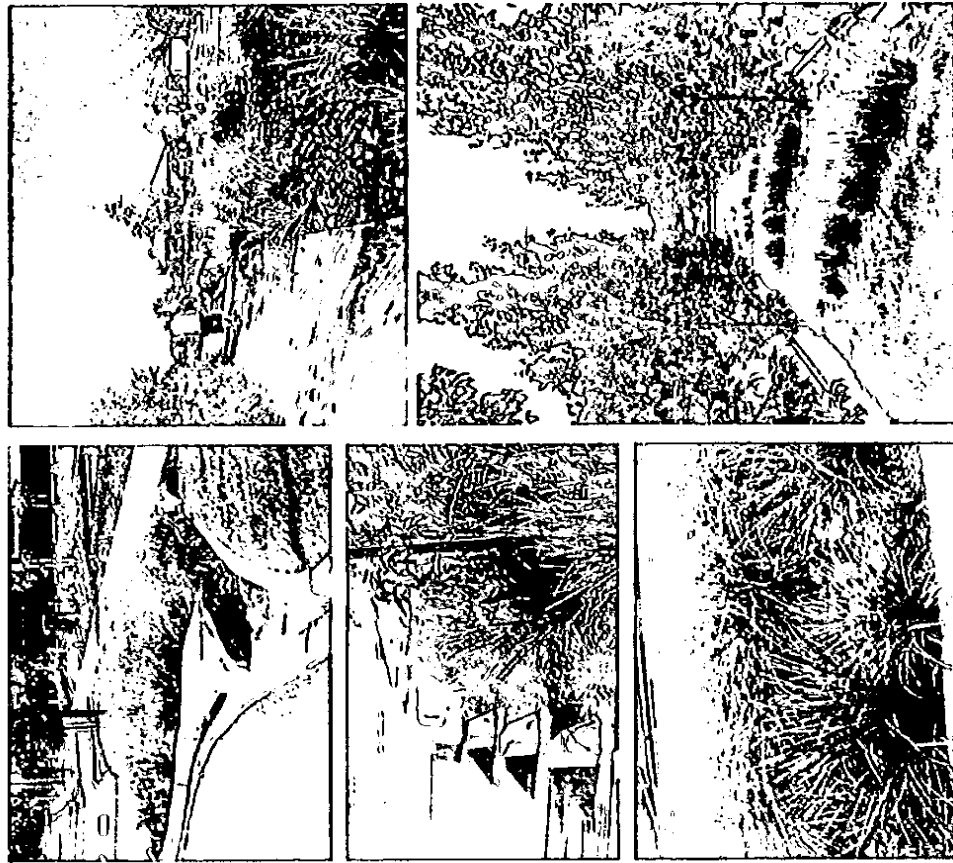


Indicative street median bioretention treatment



WSUD and Water Management

WSUD median and verge imagery



AECOM Design + Planning

WSUD OPTIONS IN STREETSCAPES

A series of WSUD options can be integrated into Googong streetscapes (primarily Googong Avenue and some connectors and park edge streets) to ensure that adopted elements are functional in their design, are low maintenance and meet requirements in terms of aesthetics and feasibility.

These options may function as bioretention systems or provide for passive irrigation only.

Options will be configured along streets in accordance to its hierarchy, vegetation, desired design outcomes, street levels, relation with adjoining lots, maintenance and feasibility. Detailed WSUD strategies will be established for each neighbourhood with streetscape options agreed during the Stage DA's.

Typical WSUD options that may be integrated within major streetscapes include:

- Where lots are elevated above street level, surcharge water from the downpipe (collecting lot runoff and overflow from rainwater tanks) may be redirected to passively irrigate verge areas.
- Where back of lot drainage is required, flow may be directed to a large rain garden at the end of the block.
- Verge blisters with planting at intersections.
- Planting beds at centre of streets to capture street runoff.
- Castellated or flush kerbs installed at edge roads to open spaces allowing street runoff through to planting.
- Indented Parking Bays in an urban context to allow street runoff to planting beds.

DETECTION

Changes to the natural catchment hydrology resulting from urbanization will be managed through flood detention and high flow attenuation. Attenuating peak flows and the duration of high flow discharges mitigates the erosive effects of high flow events particularly on the bed and banks of watercourses and associated vegetation. The open space strategy incorporates areas that have both ecological and hydrologic function within the landscape whilst providing amenity and serving an aesthetic function. Detention systems will be predominantly integrated within open space areas. Detention includes managements of 1 in 1 year ARI peak flows and flow duration targets for waterway protection as well as providing 1 in 100 year ARI flood protection.

Attenuating urban runoff discharged to the lower section of Montgomery Creek is important to preserve the potential geological deposits associated with dark terraced sediments that have been observed on the banks. Alternative detention strategies may be required in the urban area draining to this section of Montgomery Creek as grades are steep and there are very few public open spaces therefore limited opportunities to integrate detention.

RECYCLED WATER & THE INTEGRATED WATER CYCLE MANAGEMENT PLAN (IWCMP)

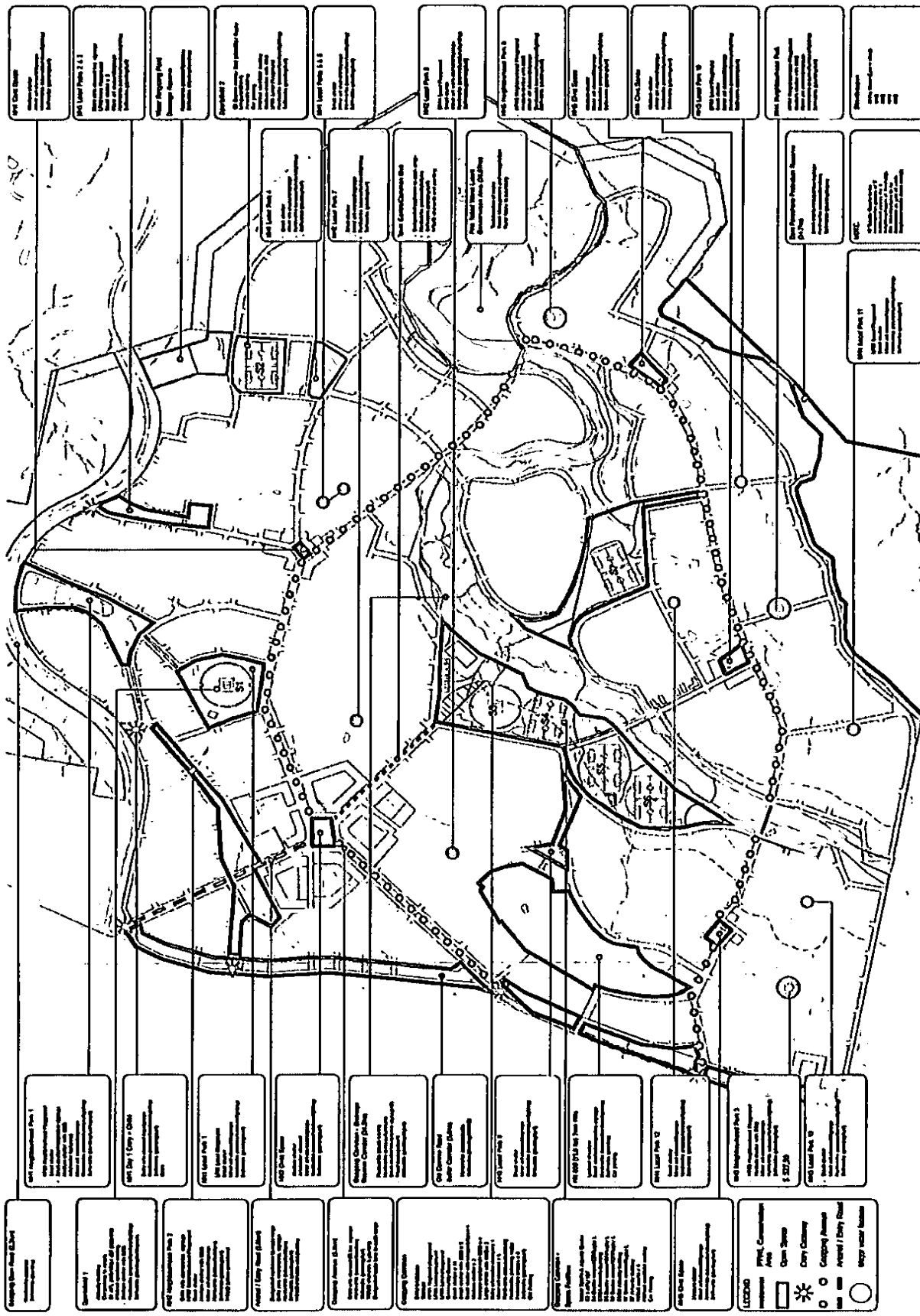
Googong's proposed IWCMP aims to target greater than 60% saving in potable water use and up to 80% recycling of waste water.

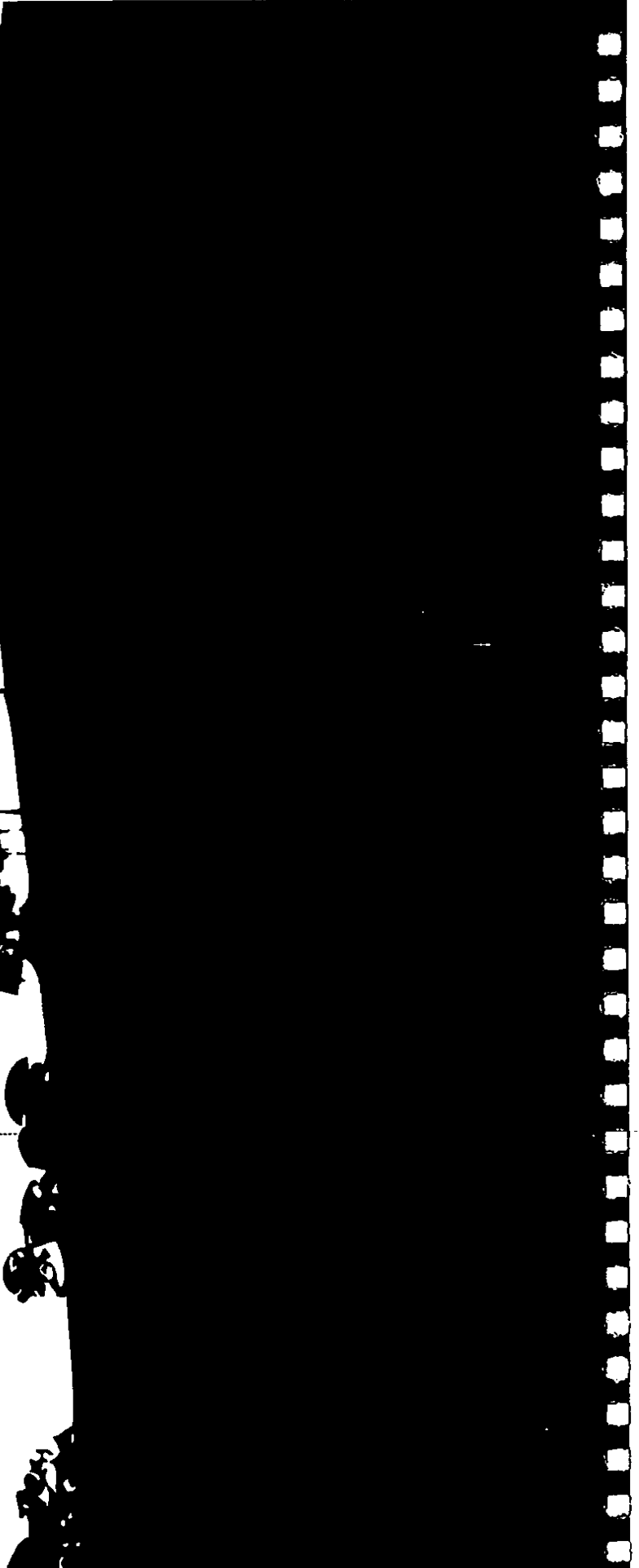
Recycled water will be used for the irrigation of sports fields and key public open spaces.

000124 9 135

Appendix - Open Space Masterplan

Appendix - Open Space Masterplan





Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd



Schedule 6 - Equivalent Person Quotients

(Clause 1.1)

Column 1	Column 2	Column 3	Column 4
Development Type	Planned number of Dwellings of Development Type	Equivalent Person Quotient	Planned number of Equivalent Persons per Development Type
Development Type 1	2608.5	3.19 per Dwelling	8321
Development Type 2	2442	2.6359 per Dwelling	6437
Development Type 3	499.5	1.89 per Dwelling	944

Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd



Schedule 7 - Per Dwelling Contribution Values by Contribution Category

(Clause 1.1)

Column 1	Column 2			Column 3
Contribution Category	Per Dwelling Contribution Value by Contribution Category			Total
	Development Type 1	Development Type 2	Development Type 3	
Open Space and Recreation	\$11,786	\$9,613	\$6,961	\$57,828,590
On-site community facilities and services	\$6,837	\$5,577	\$4,038	\$33,548,639
Off-site community facilities	\$161	\$132	\$95	\$791,603
On-site local roads	\$11,903	\$9,709	\$7,031	\$58,407,422
Off-site local roads	\$10,882	\$8,876	\$6,427	\$53,394,849
Drainage and stormwater management	\$2,073	\$1,691	\$1,224	\$10,171,216
Sewer, potable water and recycled water infrastructure	\$18,152	\$14,806	\$10,721	\$89,068,517
Administration	\$ 28	\$23	\$17	\$138,819
Ecological Offsets	\$379	\$309	\$224	\$1,861,818
Totals	\$62,202	\$50,734	\$36,738	\$305,211,474

Note: Per Dwelling Contribution Values Indexed to 30 June 2011 in accordance with CPI

**Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd**





Execution

Executed as an Agreement

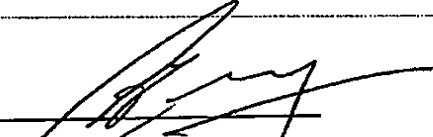
Dated: 12 January 2012


Executed on behalf of the Council


Name/Position **GARY CHAPMAN
GENERAL MANAGER
QUEANBEYAN CITY COUNCIL**


Name/Position **TIMOTHY OVERALL
MAYOR
QUEANBEYAN CITY COUNCIL**

**Executed on behalf of the Developer in accordance with s127(1) of the
Corporations Act (Cth) 2001**


Name/Position **Anthony Noel Carey
Director**


Name/Position **Colin John Alexander
Director**

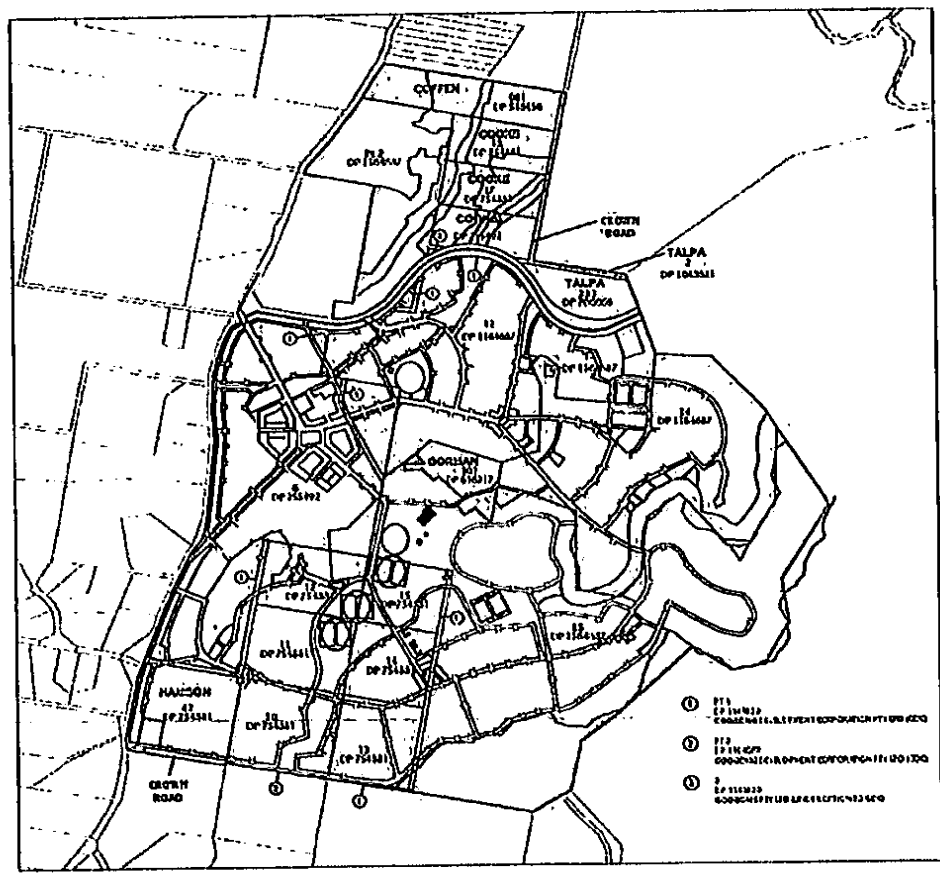
Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd



Appendix 1 - Map
 (Clause 1.1)

Note: This map is correct at the time of execution of the Agreement.

GOOGONG TOWNSHIP
 LAND OWNERSHIP



LEGEND

- BOUNDARIES
- GOOGONG DEVELOPMENT CORPORATION PT 1 (CROWN LAND)
- GOOGONG DEVELOPMENT CORPORATION PT 2 (COUNCIL LAND)
- GOOGONG DEVELOPMENT CORPORATION PT 3 (PRIVATE LAND)
- RESERVE



Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd



Appendix 2 – Explanatory Note

(Clause 49)

Environmental Planning and Assessment Regulation 2000

(Clause 25E)

Draft Planning Agreement

Under s93F of the *Environmental Planning and Assessment Act 1979*

Parties

Queanbeyan City Council of 257 Crawford St, QUEANBEYAN NSW 2620
(Council)

Googong Development Corporation Pty Ltd ABN 83 104 332 523 of
Level 3, 64 Allara Street, CANBERRA ACT 2601 (Developer)

Description of the Land to which the Draft Planning Agreement Applies

The land shown on the map in Appendix 1 of the Agreement.

Description of Proposed Development

As described in Schedule 4 of the Agreement.

Summary of Objectives, Nature and Effect of the Draft Planning Agreement

Objectives of Draft Planning Agreement

The objective of the Draft Planning Agreement is to provide for the carrying out of works, the dedication of land, and the provision of other material public benefits for the provision of infrastructure, facilities and services to meet the Development on the Land.

**Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd**



Nature of Draft Planning Agreement

The Draft Planning Agreement is a planning agreement under s93F of the *Environmental Planning and Assessment Act 1979 (Act)*.

Effect of the Draft Planning Agreement

The Draft Planning Agreement contains provisions including for the following matters:

- The dedication of land for the purposes of:
 - Open space
 - An indoor sports and aquatic centre
 - Drainage and stormwater
 - Local roads
 - Sewage treatment plant and associated facilities
 - Water supply infrastructure and associated facilities
- The carrying out of works for the purposes of:
 - Local roads
 - Local bus infrastructure
 - Embellishment of local open space and recreation
 - Local community facilities
 - A multipurpose centre
 - A local aquatic centre
 - Drainage and stormwater management facilities
 - Sewage treatment plant and associated facilities
 - Water supply infrastructure and associated facilities
- The provision of the following material public benefits:
 - Maintenance of local open space
 - Maintenance of community facilities
 - Provision of affordable house and land packages
 - ~~Water saving initiatives~~
 - Energy saving initiatives
 - The employment of a community development worker
- The payment of monetary contributions for the purposes of Offsite Roads
- The payment by the Council to the Developer of Recoupment Contributions received by Council from other developers for infrastructure provided by the Developer under the Agreement
- The payment by the Council to the Developer of unapplied monetary Offsite Roads Contributions
- The provision by the Developer of security for its development contribution obligations
- Review of the agreement in certain circumstances

**Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd**



- Dispute resolution procedures
- Restrictions on the Developer's right to sell, transfer, assign or novate or similarly deal with its right, title or interest in the Land other than a Final Lot, or its rights or obligations under the Agreement, without the Council's consent.

Assessment of the Merits of the Draft Planning Agreement

The Planning Purposes Served by the Draft Planning Agreement

The draft planning agreement provides for the provision of infrastructure:

- to meet the demands generated by the Development for new public infrastructure, and
- to mitigate the potential impacts of the Development.

The draft planning agreement will:

- provide for appropriate management of potential environmental impacts arising from the Development,
- provide for the carrying out of works for public purposes,
- provide for the provision of material public benefits,
- enable the subject land to be developed in a timely and efficient manner to promote economic development and employment opportunities, and
- provide for the dedication of land for public purposes.

How the Draft Planning Agreement Promotes the Public Interest

The Draft Planning Agreement promotes the public interest by promoting the objects of the Act as set out in s5(a)(i), (ii), (iv), (v), (vii) and (viii) of the Act.

For Planning Authorities:

Development Corporations - How the Draft Planning Agreement Promotes Its Statutory Responsibilities

N/A

Other Public Authorities - How the Draft Planning Agreement Promotes the Objects (if any) of the Act under which It is Constituted

N/A

Councils - How the Draft Planning Agreement Promotes the Elements of the Council's Charter

The Draft Planning Agreement promotes the elements of the Council's charter by:

As a NSW council, Queanbeyan must observe the Council charter laid down in the *Local Government Act 1993*. In the development of this Draft Planning

**Googong Urban Development Local Planning Agreement
Queanbeyan City Council
Googong Development Corporation Pty Ltd**




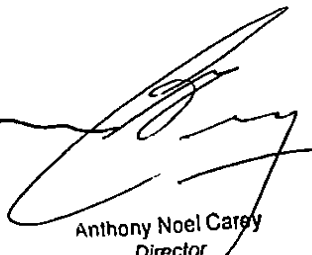
Agreement, the principles of the charter have been promoted and the Council has exercised its responsibility for community leadership, equity and social justice.

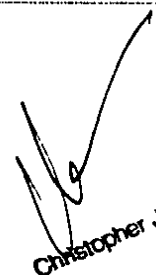
The Draft Planning Agreement is the consequence of the mutual efforts of Queanbeyan City Council and Googong Development Corporation Pt Ltd and demonstrates a commitment to consultation, long term strategic planning, the provision of adequate services and facilities and in planning the services and facilities to be provided at Googong.

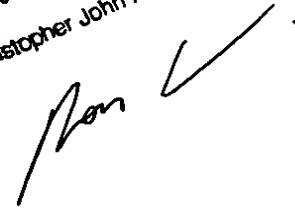
The Council is the long term custodian and trustee of public assets and has the responsibility to provide equitable and appropriate services and facilities for the community and to ensure appropriate ongoing management. In this regard, the Draft Planning Agreement provides a framework for the development of community assets and the transition of ownership and ongoing management of these services for the Googong Area.

***All Planning Authorities – Whether the Draft Planning Agreement
Conforms with the Authority's Capital Works Program***


Colin John Alexander
Director


Anthony Noel Carey
Director


Christopher John Newman





QUEANBEYAN-PALERANG REGIONAL COUNCIL
Planning Certificate issued under
Section 10.7(2&5)
Environmental Planning and Assessment Act 1979

Certificate No.: PL.2022.3014.A
Your Reference: 2000N-73827
Date of Issue: 21 October 2022

The Search People
GPO Box 1585
SYDNEY NSW 2001

ess@thesearchpeople.com.au

Property Number	355899
Property Address:	36 Googong Road GOOGONG NSW 2620
Legal Description:	Lot 10 DP 754881

This certificate is provided under Section 10.7(2&5) of the Act. At the date of this certificate, the subject land is affected by the following matters.

Notes:

- (a) The information in this certificate only relates to the real property identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.
- (b) The *Environmental Planning and Assessment Act 1979* will be referred to in this Certificate as 'the Act'.

Disclaimer:

This certificate contains information provided to Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.

OFFICES

144 Wallace St, Braidwood
10 Majara St, Bungendore
256 Crawford St, Queanbeyan

POSTAL

PO Box 90, Queanbeyan NSW 2620

PHONE

P: 1300 735 025

EMAIL/WEB

W: www.qprc.nsw.gov.au
E: council@qprc.nsw.gov.au

1. Names of relevant planning instruments and development control plans

- (1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.

Local Environmental Plan

Queanbeyan Local Environmental Plan 2012

<https://legislation.nsw.gov.au/view/html/inforce/current/epi-2012-0576>

State Environmental Planning Policies (SEPPs):

- *State Environmental Planning Policy (Biodiversity and Conservation) 2021*
- *State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004*
- *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*
- *State Environmental Planning Policy (Housing) 2021*
- *State Environmental Planning Policy (Industry and Employment) 2021*
- *State Environmental Planning Policy (Planning Systems) 2021*
- *State Environmental Planning Policy (Precincts – Regional) 2021*
- *State Environmental Planning Policy (Primary Production) 2021*
- *State Environmental Planning Policy (Resilience and Hazards) 2021*
- *State Environmental Planning Policy (Resources and Energy) 2021*
- *State Environmental Planning Policy (Transport and Infrastructure) 2021*
- *State Environmental Planning Policy No 65—Design Quality of Residential Apartment Development*

www.legislation.nsw.gov.au/#/browse/inForce/EPis/S

Development Control Plan

Lot 10 DP 754881

Googong Development Control Plan 2010

www.qprc.nsw.gov.au/Building-Development/Planning-Zoning/Planning-controls#section-3

- (2) The name of each proposed environmental planning instrument and draft development control plan, which is subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

Proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

Draft Queanbeyan-Palerang Regional Local Environmental Plan 2022.

www.planningportal.nsw.gov.au/ppr/finalisation/queanbeyan-palerang-regional-council-comprehensive-lep

Draft State Environmental Planning Policies (SEPPs):

- *Standard Instrument – Principal Local Environmental Plan*
- *State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004*
- *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*
- *State Environmental Planning Policy (Planning Systems) 2021*
- *State Environmental Planning Policy (Precincts - Regional) 2021*
- *State Environmental Planning Policy (Primary Production and Rural Development) 2019*
- *State Environmental Planning Policy (Transport and Infrastructure) 2021*
- *Proposed State Environmental Planning Policy (Regional Infrastructure Contributions) 2022*

www.planningportal.nsw.gov.au/draftplans

Yes. Changes to Business and industrial zones in Local Environmental Plans

The NSW Department of Planning and Environment have advised that on 1 December 2022, Business and Industrial zones will be replaced by the new Employment zones under the Standard Instrument (Local Environmental Plans) Order 2006. The Department of Planning and Environment is currently exhibiting details of how each Local Environmental Plan that includes Business or Industrial zones will be amended to use the new Employment zones. The Explanation of Intended Effect (EIE) and a searchable web tool

that displays the current and proposed zone for land covered in this public exhibition is available on the NSW Planning Portal.

www.planningportal.nsw.gov.au/employment-zones

Draft Development Control Plans (DCPs):

Lot 10 DP 754881

Not applicable.

2. Zoning and land use under relevant planning instruments

(a) Identity of the zone:

**Lot 10 DP 754881
Lot 10 DP 754881**

**R1 General Residential (part)
RE1 Public Recreation (part)**

R1 General Residential - *Queanbeyan Local Environmental Plan 2012*

(b) Permitted without consent

Environmental protection works; Home occupations.

(c) Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental facilities; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home businesses; Home industries; Hostels; Information and education facilities; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Serviced apartments; Shop top housing; Tank-based aquaculture; Veterinary hospitals; Waste or resource management facilities.

(d) Prohibited

Any development not specified in item (b) or (c).

RE1 Public Recreation - *Queanbeyan Local Environmental Plan 2012*

(b) Permitted without consent

Environmental protection works; Flood mitigation works.

(c) Permitted with consent

Aquaculture; Building identification signs; Camping grounds; Car parks; Caravan parks; Cemeteries; Centre-based child care facilities; Community facilities; Environmental facilities; Information and education facilities; Kiosks; Markets; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Respite day care centres; Restaurants or cafes; Roads; Water recreation structures.

(d) Prohibited

Any development not specified in item (b) or (c).

Note: Demolition of a building or work requires consent under clause 2.7 of the applicable Local Environmental Plan.

- (e) Listed below are any additional site-specific permitted uses (only with development consent) from the schedule of the relevant Local Environmental Plan cited in clause 1(1) of this certificate. Note that for multi lot titles, the additional uses may apply only to particular lots.

Lot 10 DP 754881	For land identified as "Googong Common" on the Googong Map, development for the purposes of cellar door premises, depots, entertainment facilities, function centres, garden centres, horticulture, landscaping material supplies, plant nurseries, resource recovery facilities, viticulture, waste or resource transfer stations and water recreation structures is permitted with development consent.
Lot 10 DP 754881	For land identified as "Additional Development Area" on the Googong Map, development for the purposes of advertising structures, business identification signs, business premises, food and drink premises, hotel or motel accommodation, kiosks, markets, office premises, service stations and shops is permitted with development consent.
Lot 10 DP 754881	For land to which clause 4.1D applies development for the purposes of studio dwellings, subject to the requirements of Schedule 1(5A) of Queanbeyan Local Environmental Plan 2012, is permitted with development consent.

- (f) Minimum land dimensions for the erection of a dwelling house on the land fixed by development standards applying to the land:

(1) **Minimum area**

R1 General Residential (part)

Lot 10 DP 754881	Minimum lot size is 330 square metres (part).
Lot 10 DP 754881	Minimum lot size is 600 square metres (part).

The minimum lot size for subdivision is stated above. No minimum land dimensions apply for the erection of a dwelling house on the land. This land is also subject to Clause 4.1D Variation to minimum lot size.

RE1 Public Recreation (part)

Lot 10 DP 754881	Minimum lot size is 330 square metres (part). Dwelling houses are prohibited in this zone.
Lot 10 DP 754881	Minimum lot size is 600 square metres (part). Dwelling houses are prohibited in this zone.

- (g) Whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*:

Lot 10 DP 754881	No.
-------------------------	------------

(h) Whether the land is in a conservation area:

Lot 10 DP 754881 No.

(i) Whether an item of environmental heritage is situated on the land:

Lot 10 DP 754881 No.

3. Contributions plans

(1) (a) The name of each contributions plan applying to the land:

Lot 10 DP 754881 **Queanbeyan City Council Section 94 Contributions Plan (Googong) 2015.**

Lot 10 DP 754881 **Queanbeyan Section 94 Contributions Plan for Extractive Industry 2014.**

www.qprc.nsw.gov.au/Building-Development/Planning-Zoning/Planning-controls#section-6

(b) The name of each draft contributions plan applying to the land:

Lot 10 DP 754881 **Not applicable.**

(2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area:

Lot 10 DP 754881 **No.**

4. Complying Development

- (1) If the land is land on which complying development may be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.17A (1) (c)-(e), (2), (3) or (4), 1.18 (1) (c3) or 1.19.
- (2) If complying development may not be carried out on that land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

R1 General Residential (part)

Lot 10 DP 754881

Yes. Under NSW legislation *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, complying development may be able to be carried out on this land under the following codes:

- Low Rise Housing Diversity Code (Part 3B)
- Greenfield Housing Code (Part 3C)
- Housing Alterations Code (Part 4)
- General Development Code (Part 4A)
- Industrial and Business Alterations Code (Part 5)
- Subdivisions Code (Part 6)
- Demolition Code (Part 7)
- Fire Safety Code (Part 8).

If complying development under any of these codes above is being considered to be carried out on this land, the applicant is advised to check the provisions of clauses 1.17, 1.17A, 1.18, 1.19 and 1.20 of this policy to confirm that complying development is possible:

<https://www.legislation.nsw.gov.au/#/view/EPI/2008/572/full>

The 2019 edition of the National Construction Code is effective from 1 May 2019.

The following complying development codes are not applicable to this land:

- Housing Code (Part 3)
- Rural Housing Code (Part 3A)
- Inland Code (Part 3D)
- Industrial and Business Buildings Code (Part 5A)
- Container Recycling Facilities Code (Part 5B).

RE1 Public Recreation (part)**Lot 10 DP 754881**

Yes. Under NSW legislation *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, complying development may be able to be carried out under the following codes:

- **Housing Alterations Code (Part 4)**
- **General Development Code (Part 4A)**
- **Industrial and Business Alterations Code (Part 5)**
- **Subdivisions Code (Part 6)**
- **Demolition Code (Part 7)**
- **Fire Safety Code (Part 8)**

If complying development under any of these codes above is being considered to be carried out on this land, the applicant is advised to check the provisions of clauses 1.17, 1.17A, 1.18, 1.19 and 1.20 of this policy to confirm that complying development is possible:

<https://www.legislation.nsw.gov.au/#/view/EPI/2008/572/full>

The 2019 edition of the National Construction Code is effective from 1 May 2019.

The following complying development codes are not applicable to this land:

- **Housing Code (Part 3)**
- **Rural Housing Code (Part 3A)**
- **Low Rise Medium Density Housing Code (Part 3B)**
- **Greenfield Housing Code (Part 3C)**
- **Inland Code (Part 3D)**
- **Industrial and Business Buildings Code (Part 5A)**
- **Container Recycling Facilities Code (Part 5B)**

- (3) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

Lot 10 DP 754881**No.**

5. Exempt Development

- (1) If the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1)(b1)-(d) or 1.16A.

Does the land meet the requirements under Clause 1.16(1)(b1)-(d) as land on which exempt development may be carried out for the following exempt development codes:

Division 1 General Exempt Development Code

Lot 10 DP 754881 Yes.

Division 2 Advertising and Signage Exempt Development Code

Lot 10 DP 754881 Yes.

Division 3 Temporary Uses and Structures Exempt Development Code

Lot 10 DP 754881 Yes.

Refer also to Part 3 and Schedule 2 of the relevant Local Environmental Plan. This Schedule contains additional exempt development not specified in *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. Note that exempt development may be carried out without the need for development consent under the Act, however, such development is not exempt from any approval, licence, permit or authority that is required under any other Act and adjoining owners' property rights and the common law still apply.

- (2) If exempt development may not be carried out on that land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

Division 1 General Exempt Development Code

Lot 10 DP 754881 Not applicable.

Division 2 Advertising and Signage Exempt Development Code

Lot 10 DP 754881 Not applicable.

Division 3 Temporary Uses and Structures Exempt Development Code

Lot 10 DP 754881 Not applicable.

- (3) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

Not applicable.

6. Affected building notices and building product rectification orders

affected building notice has the same meaning as in the *Building Products (Safety) Act 2017*, Part 4.
building product rectification order has the same meaning as in the *Building Products (Safety) Act 2017*.

- (a) Is there any affected building notice of which the council is aware that is in force in respect of the land?

No.

- (b) Is there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and

No.

- (c) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

No.

7. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

Lot 10 DP 754881 **No.**

8. Road widening and road realignment

- (a) Is the land affected by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*?

Lot 10 DP 754881 **No.**

- (b) Is the land affected by any road widening or road realignment under any environmental planning instrument?

Lot 10 DP 754881 **No.**

- (c) Is the land affected by any road widening or road realignment under any resolution of the Council?

Lot 10 DP 754881 **No.**

9. Flood related development controls

Flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

Probable maximum flood has the same meaning as in the Floodplain Development Manual.

- (1) Whether the land or part of the land is within the flood planning area and is subject to flood related development controls.

Lot 10 DP 754881 **No.**

- (2) Whether the land or part of the land is between the flood planning area and the probable maximum flood and is subject to flood related development controls.

Lot 10 DP 754881 **No.**

10. Council and other public authority policies on hazard risk restrictions

Is the land affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or any other risk (other than flooding)?

adopted policy means a policy adopted—

(a) by the council, or

(b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

Tidal inundation, subsidence, acid sulphate soils, coastal hazards and sea level rise:

No.

Bushfire:

All land in QPRC is affected by policies adopted by the council that restricts the development of the land because of the likelihood of bushfire. Refer to Clause 11 of this certificate to check if the land is bushfire prone.

Contamination:

All land in QPRC is affected by policies adopted by the council that restricts the development of the land because of the likelihood of contaminated. Refer to Clause 12 of this certificate to check if the land has been identified in the Loose-Fill Asbestos Insulation Register.

Lot 10 DP 754881

The land has had a detailed Site Contamination Assessment (SCA) for Neighbourhood (NH) 3, NH4 & NH5 Old Cooma Road Googong, Ref No: 14328/2-AA dated September 2021 prepared by Geotechnique Pty Ltd (Geotechnique). The report presents a detailed contamination assessment at the above site for the proposed residential (with gardens / accessible soil) land use. The findings of the assessment are summarised as following:

Following demolition and removal of 5 aboveground storage tanks (AST) and associated infrastructure, as well as all the other site features such as sheds, sheep yards, etc. and any hard strands, contamination assessment of residual soil is required at and in the vicinity of the footprints of AST, associated infrastructure, other features and hard stands in Area of Environmental Concern (AEC) 5, AEC6 and farm shed with drums.

Contaminated soil / material was identified in Area 1 to Area 3 (refer Drawing 14328/2-AA4). For landfill purposes, the contaminated soil / material to be removed from Areas 1, Area 2 and Areas 3 within the site classified as "General Solid Waste (Non-putrescible)", "Restricted Solid Waste" and "General Solid Waste (Putrescible)" respectively.

Potential off-site impacts of contaminants on groundwater and waterbodies are considered to be low.

Remediation and validation of the site are required.

The site can be made suitable for the for the proposed redevelopment into residential (with garden / accessible soil) land use, subject to implementation of the following recommendations, prior to earth works / site preparation:

1. Assessment (by sampling and testing) of soil in the footprints of site features such as shearing shed, sheep & cattle yards, concrete slabs, hard strands, AST, farm shed with drums, etc., will be required after complete demolition and removal. In the event of contamination, detailed assessment, remediation, and validation will be required.
2. A remedial action plan (RAP) is to be prepared to devise strategies for remediation / management of contaminated soil / material in Area 1 to Area 3 as indicated on Drawing No 14328/2-AA4.
3. Site validation is to be carried out following the remediation of the contaminated areas.

Should this land be further subdivided in the future, the expectation is that a further Site Audit Statement will be provided that the land is suitable for the proposed use that results from the subdivision.

Salinity:

Lot 10 DP 754881

No.

Highly erodible soils:

Lot 10 DP 754881 **No.**

Slopes over 18 degrees:

Lot 10 DP 754881 **No.**

Development in areas subject to aircraft noise:

Lot 10 DP 754881 **No.**

<https://www.canberraairport.com.au/corporate/community/aircraft-noise/>

Development near Cooma Road Quarry:

Lot 10 DP 754881 **No.**

Development near Hume Industrial Area and Goulburn to Bombala Railway Line:

Lot 10 DP 754881 **No.**

11. Bush fire prone land

Is any of the land is bush fire prone land as designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3?

Lot 10 DP 754881

Yes. The land is fully bush fire prone as defined in Section 10.3 of the Environmental Planning and Assessment Act 1979. Based on a Bushfire Assessment associated with the neighbourhood subdivision of this part of the Googong township, the land is subject to a bushfire hazard. This will be assessed as part of any development application for building works. Refer to the relevant Development Control Plan [clause 1(3) of this certificate].

12. Loose-fill asbestos insulation

Does the land include any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that is listed on the register that is kept under that Division?

No. Council is not aware of any residential premises on the land that are affected by loose-fill asbestos insulation (Division 1A of Part 8 of the *Home Building Act 1989*) and that are listed on the NSW register that is required to be maintained under that Division.

NSW Fair Trading maintains a NSW Register of homes that are affected by loose-fill asbestos insulation: www.fairtrading.nsw.gov.au/loose-fill-asbestos-insulation-register

Some buildings located in the Queanbeyan-Palerang local government area have been identified as containing loose-fill asbestos insulation (sometimes referred to as “Mr Fluffy” insulation), for example, in the roof space. You should make your own enquiries as to the age of the buildings on the land to which this certificate relates. If the land contains a building constructed prior to 1980, Queanbeyan-Palerang Regional Council strongly recommends that any potential purchaser obtains advice from a licensed asbestos assessor to determine whether loose-fill asbestos is present in any building on the land; and, if so, the health risks (if any) this may pose for the building’s occupants.

Nothing in this statement relates to information about the presence of bonded asbestos materials such as asbestos cement sheeting that may have been used at this site.

Contact NSW Fair Trading for further information:
<https://www.fairtrading.nsw.gov.au/housing-and-property/loose-fill-asbestos-insulation>

13. Mine subsidence

Whether or not the land is declared to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

No.

14. Paper subdivision information

The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

Not applicable.

15. Property Vegetation Plans

Whether Council has been notified that a property vegetation plan under the *Native Vegetation Act 2003* applies to the land.

Lot 10 DP 754881 **No.**

16. Biodiversity stewardship sites

Whether Council has been notified that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*.

Lot 10 DP 754881 **No.**

17. Biodiversity certified land

Whether the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*.

Lot 10 DP 754881 **Yes. Council has been notified that the land is biodiversity certified under the Biodiversity Conservation Act 2016.**

18. Orders under *Trees (Disputes Between Neighbours) Act 2006*

Whether Council has been notified whether an order has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

No.

19. Annual charges under *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works

In relation to a coastal council—whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Not applicable.

20. Western Sydney Aerotropolis

For land to which *State Environmental Planning Policy (Precincts-Western Parkland City) 2021* applies, whether the land is:

- (a) in an ANEF or ANEC contour of 20 or greater as referred to in that Chapter, section 4.17, or
- (b) shown on the *Lighting Intensity and Wind Shear Map*, or
- (c) shown on the *Obstacle Limitation Surface Map*, or
- (d) in the “public safety area” on the *Public Safety Area Map*, or
- (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the *Wildlife Buffer Zone Map*.

Not applicable.

21. Development consent conditions for seniors housing

If State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land, are there any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2)? Section 88(2) restricts who may occupy seniors housing accommodation.

No.

22. Site compatibility certificates and development consent conditions for affordable rental housing

- (1) Whether there is a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land:

former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.

No.

- (2) If *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land, are there any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1)? Section 21(1) or 40(1) specify certain conditions to be met for a period of at least 15 years commencing on the day an occupation certificate is issued.

No.

- (3) Are there any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1)? Section 17(1) or 38(1) specify certain conditions to be met for a period of at least 10 years commencing on the day an occupation certificate is issued.

No.

Additional matters prescribed by section 59(2) of the Contaminated Land Management Act 1997

- (a) Whether there is land to which a certificate relates regarding significantly contaminated land within the meaning of that Act.

Lot 10 DP 754881 No.

- (b) Whether there is land to which a certificate relates regarding being subject to a management order within the meaning of that Act.

Lot 10 DP 754881 No.

- (c) Whether there is land to which a certificate relates regarding the subject of an approved voluntary management proposal within the meaning of that Act.

Lot 10 DP 754881 No.

- (d) Whether there is land to which a certificate relates regarding being subject to an ongoing maintenance order within the meaning of that Act.

Lot 10 DP 754881 No.

- (e) Whether there is land to which a certificate relates regarding being the subject of a site audit statement within the meaning of that Act.

Lot 10 DP 754881 No.

Additional Notes

No additional notes.

Additional information provided in accordance with section 10.7(5) of the Environmental Planning and Assessment Act 1979

Vegetation Clearing

There are restrictions on the clearing of vegetation on the land.

Refer to:

- *State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017,*
- *Biodiversity Conservation Act 2016,*
- *Local Land Services Act 2013,*
- relevant Development Control Plan [see clause 1(3) of this certificate],
- clause 10A of this certificate if a native vegetation set aside area applies,
- clause 12 of this certificate if a property vegetation plan applies.

Loose Fill Asbestos

If the land to which this certificate relates contains a building constructed prior to 1980, the Council strongly recommends that any potential purchaser obtain advice from an appropriately qualified expert as to whether loose fill asbestos is present in any building on the land and, if so, the health risks (if any) this may pose for the building’s occupants. Prospective purchasers may also wish to ask the current owner if the property has previously been inspected under the NSW WorkCover ceiling insulation testing program. Further information about loose fill asbestos insulation (including information about the NSW WorkCover ceiling insulation testing scheme) can be found at:

<http://www.fairtrading.nsw.gov.au/housing-and-property/loose-fill-asbestos-insulation>

Road Access in Non-Urban Areas

Lot 10 DP 754881

Not applicable. The land is located in an urban area.

<https://www.qprc.nsw.gov.au/Services/Roads-and-footpaths>

Development Approvals

Some information of previous development applications may be available. Provided there is evidence of ownership or written approval from the land owner, applicants can request to inspect the paper property files of this property at 256 Crawford Street, Queanbeyan NSW. Please allow 1-2 days’ notice for Council to retrieve the records after making a telephone call. Applicants can view the property file free-of-charge, with a small fee if the applicant requires paper copies of any record.

ISSUE DETAILS

Certificate No: PL.2022.3014.A

Checked: CK

M J Thompson

Portfolio General Manager

Natural and Built Character

Queanbeyan-Palerang Regional Council



Per.....

21 October 2022

QPRC: RB

Certificate Number: ENG.2022.2728

29 November 2022

The Search People
GPO Box 2746
BRISBANE QLD 4001

Dear Sir/Madam

RE: Application for Sewer Drainage Diagram

36 GOOGONG ROAD GOOGONG NSW 2620
LOT 10 DP 754881

Thank you for your request for a sewer diagram for the above mentioned property.

Council's records indicate that this property is not yet serviced by a Council sewer and accordingly a sewer diagram is not available, this is due to servicing works not completed.

Yours faithfully

M J Thompson
Portfolio General Manager
Natural and Built Character

PER *RBaran*

Enc



Revenue

Enquiry ID 3847890
Agent ID 81290352
Issue Date 20 Jan 2023
Correspondence ID 1757904899
Your reference 1163204

DYE & DURHAM PTY LTD
GPO Box 2746
BRISBANE QLD 4001

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956.*

Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022.*

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value	Property Tax Status
D754881/10	GOOGONG RD GOOGONG 2620	\$45 000 000	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2023 tax year.

This Certificate also relates to the following Land ID(s) contained in a single valuation with the above land: D1180981/27, D1231713/2, D1246784/7, D1266000/1605, D1266001/12, D1266001/13

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au/taxes/land/clearance.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.

* Overseas customers call +61 2 7808 6906
Help in community languages is available.