

# Tender

## Terms and Conditions

Binding Land Sale Contract	means	a binding contract for the sale of the Property from GTR to the Tender Applicant in the form of the contract made available to the EOI Applicant pursuant to clause 4
Property	means	Lot 2380, Stage 3B NH3 Googong NSW
Start Time	means	4pm (AEST) on 3 February 2023
Closing Time	means	5pm (AEST) on 27 February 2023
End Date	means	5pm (AEST) on 7 March 2023
GTR Email	means	<a href="mailto:enquiries@googong.net">enquiries@googong.net</a>
Reserve Price	means	the undisclosed reserve price for the Property acceptable to GTR
GTR Office	means	5 Glenrock Drive, GOOGONG
Tender Applicant	means	the person or Company named as the Tender Applicant in the Tender Application Form is the ultimate purchaser who enters into the Binding Land Sale Contract.
Tender Application Form	means	the Tender Application Form attached to this document.
GTR	means	Googong Township Realty Pty Limited ACN 155 621 828

### 1 GTR Tender Process

This document sets out the terms and conditions of the Tender Process. The Tender Applicant acknowledges and accepts the Tender Process and the terms and conditions of the Tender Process.

### 2. Proposed Binding Land Sale Contract

The Tender Applicant may, at any time prior to the End Date, contact the GTR Office and request that GTR forward to the Tender Applicant a copy of the proposed Binding Land Sale Contract.

### 3. How to lodge a Tender Application Form

#### 3.1 To lodge a Tender Application Form, the Tender Applicant must, from the Start Time and prior to the Closing Time:

- complete the Tender Application Form by completing all parts of the Tender Application Form including the price offered by the Tender Applicant for the Property; and
- forward the Tender Application Form and evidence of financial capacity to complete the sale in line with the price of the Property to the GTR Email after the Start Time and before the Closing Time.

A Tender Application Form received by GTR prior to the Start Time or after the Closing Time will not be eligible.

### 4. If a Tender Applicant is successful

#### 4.1 Following the Closing Time, GTR will contact the successful Tender Applicant/s and:

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- advise that they have been successful in relation to their respective Tender Application Form if the nominated price is above the Reserve Price; and
  - nominate a time for the Tender Applicant to attend the GTR Office; and
  - confirm the price and the full deposit payable under the proposed Binding Land Sale Contract.
  - Should the Tender Applicant fail to answer the contact telephone number provided on the Priority Reservation Form between the hours of 10:00am (AEST) and 1:00pm (AEST) on Tuesday the 7<sup>th</sup> March, GTR will automatically award the Tender Applicant's queued position to the next queued party and the Tender Applicant will then be added to the end of the queue.
- 4.2 If GTR advises that the Tender Applicant is successful, and the Tender Applicant wishes to proceed to enter into a Binding Land Sale Contract, then the Tender Applicant must, within one week after the End Date attend the GTR office at the nominated time to:
- complete the relevant Sales Instruction including the solicitor/conveyancer details of the Tender Applicant; and,
  - pay a holding deposit of \$5,000.
- 4.3 If the Tender Applicant does not attend the GTR Office and complete the Sales Instructions prior to the End Date (**Confirmation Period**) then GTR may offer the Property for sale to the general public at any time after the expiry of the Confirmation Period.
- 4.4 Completed sales instructions will be forwarded to the Tender Applicant's legal representative and HWL Ebsworth Lawyers who will prepare the Binding Land Sale Contract. Exchange of the Binding Land Sale Contract including payment of the balance of the deposit, must take place within 4 weeks of receipt or the Property may be returned to the market for sale without further notice.
5. If a Tender Applicant is not successful.
- If a Tender Applicant is not successful in securing the Property then GTR must advise the unsuccessful Tender Applicants of this.
6. Conditions of submitting a Tender Application Form  
The Tender Applicant acknowledges and agrees that:
- 6.1 GTR is not responsible for:
- a Tender Applicant misunderstanding any aspect of the Tender Process or failing to submit a Tender Application Form in accordance with the Tender Process; or
  - any costs or expenses incurred by the Tender Applicant in relation to the Tender Process.
- 6.2 GTR may alter the Tender Process in its absolute discretion at any time during the Tender Process - including without limitation GTR may withdraw the Property from the Tender Process, sell the Property to any person or persons at any time, consider or not consider any Tender Application Form, change the End Date, accept Tender Application Forms made after the Closing Time, or change the Tender Process requirements.
- 6.3 GTR may, in its absolute discretion, use any evaluation criteria in assessing any Tender Application Form including without limitation taking into account any factor (whether included in the Tender Application Form or not) which GTR in its absolute direction considers appropriate.
- 6.4 Changes to a Tender Applicant's name(s) or purchasing entity name on the Binding Land Sale Contract will be at the discretion of GTR.
- 6.5 The eventual purchaser of the Property will be bound by the terms of the Binding Land Sale Contract as soon as exchange of the Binding Land Sale Contract with has occurred.
- 6.6 Deposit refunds take 10-14 days to be processed and are issued by way of bank cheque.
- 6.7 GTR may, in its absolute discretion, retain all documents submitted by the Tender Applicant in relation to this Tender Process, and all such documents become the property of GTR and can be used, copied and disclosed to third parties by GTR in GTR's absolute discretion.
7. No legal relationship between GTR and the Tender Applicant until the Binding Land Sale Contract is exchanged.

There is no legal relationship between the parties under the Tender Process. Nothing in the Tender Process gives rise to a contract for the sale of the Property. The Tender Process is not an offer for the sale of the Property by GTR or by the Tender Applicant which is capable of acceptance to form a contract, and GTR expressly disclaims that it has an intention to enter into a contract for the sale for the Property other than the Binding Land Sale Contract.

## 8 General

- 8.1 All copyright in this document and the Tender Process are reserved to GTR.
- 8.2 The Tender Applicant must keep this document and the Tender Process confidential unless it obtains the prior written consent of GTR (which may be withheld in GTR's absolute discretion).
- 8.3 Each party irrevocably submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with this document and the Tender Process.
- 8.4 This document states all the express terms of the agreement between the parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.
9. Attached to this document (and forming part of this document) is the Tender Application Form.