

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ _____</p> <p>Signature of authorised person Signature of authorised person</p> <p>_____ _____</p> <p>Name of authorised person Name of authorised person</p> <p>_____ _____</p> <p>Office held Office held</p>	<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ _____</p> <p>Signature of authorised person Signature of authorised person</p> <p>_____ _____</p> <p>Name of authorised person Name of authorised person</p> <p>_____ _____</p> <p>Office held Office held</p>

Choices

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

Nominated *Electronic Lodgment Network (ELN)* (clause 4)

Manual transaction (clause 30)

NO yes

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

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**

NO yes (if yes, vendor must provide details)

(GST residential withholding payment)

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) – 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:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

If more than one supplier, provide the above details for each supplier.

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

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input type="checkbox"/> 8 sewerage infrastructure location diagram (service location print) <input type="checkbox"/> 9 sewer lines location diagram (sewer service diagram) <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 <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development contract or management statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate (strata) <input type="checkbox"/> 57 information certificate (association) <input type="checkbox"/> 58 document relevant to an exclusive supply network <input type="checkbox"/> 59 disclosure statement - off the plan contract <input type="checkbox"/> 60 other document relevant to the off the plan contract Other <input type="checkbox"/> 61
Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover Swimming Pools Act 1992 <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number

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, 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 to resolve the dispute 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:

<p>Australian Taxation Office County Council Department of Education Department of Planning, Housing and Infrastructure Department of Primary Industries and Regional Development Electricity, gas and telecommunications Homes NSW</p>	<p>Local Council Local Land Services NSW Fair Trading NSW Public Works Owner of adjoining land Privacy Subsidence Advisory NSW Transport agencies Water, sewerage or drainage authority</p>
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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. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.
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. 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 Australian Taxation Office.
13. From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.

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>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> (15% as at 1 January 2025);
<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 20 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 Sign*, *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 whatever is reasonably necessary 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), the *party* must adjust or pay on completion any GST added to or included in the expense, but –
- 13.3.1 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
- 13.3.2 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 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 contract or management 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 s174 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 whatever is reasonably necessary 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 whatever is reasonably necessary 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, but does not apply to an event to which clause 28 applies.
 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.

28 KALANG PL JERRABOMBERRA NSW 2619

SPECIAL CONDITIONS

1. If either party is unable or unwilling to complete in accordance with the time set out in this Contract, the other party will be entitled at any time on or after the time specified to serve a notice to complete making the time for completion essential and a fourteen day notice shall be regarded as reasonable and sufficient for that purpose.
2. (a) The Purchaser acknowledges by his/her execution of this Contract that he/she does not rely in this Contract upon any warranty or representation made by the Vendor or any person on behalf of the Vendor (except as are expressly provided) but have relied entirely upon his/her own inquiries relating to and inspection of the property.

(b) The Purchaser further acknowledges that he/she accepts the land together with all improvements and all fixtures fittings and furnishings in their present condition and state or repair and the Purchaser shall not make any requisitions objection or claim for compensation in respect of any such matters.
3. Should, prior to completion, either party (or, if more than one, any of them) die or become mentally ill, or become bankrupt then the other party may rescind this Contract by notice in writing and the provisions of Clause 19 shall apply.
4. If, through no fault of the Vendor, the Purchaser does not complete this Contract as provided then, and without prejudice to any other remedies of the Vendor, the Purchaser shall pay to the Vendor, in cash on completion or termination, an amount being interest calculated on the balance of the purchase price at the rate of twelve (12) per centum per annum in respect of the period commencing on the day following the date for completion and ending on completion or termination. The Purchaser shall not be entitled to require the Vendor to complete this Agreement unless such interest is paid to the Vendor on completion and it is an essential term of this Contract that such interest be so paid.
5. (a) In Clause 7.1.1 delete "5% of the Price" and insert "\$1,000.00".
(b) In Clause 7.2.1 delete "10% of the Price" and insert "\$2,000.00".
6. The Vendor will make a building report and pest report in respect of the Property available for inspection by the Purchaser. The Purchaser must pay to the Vendor an amount of \$1,410.00 as an adjustment on Completion, as a reimbursement of the cost of the Vendor obtaining the building report and pest report.

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.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 389/864750

SEARCH DATE	TIME	EDITION NO	DATE
5/3/2026	3:20 PM	8	8/9/2018

LAND

LOT 389 IN DEPOSITED PLAN 864750
 AT JERRABOMBERRA
 LOCAL GOVERNMENT AREA QUEANBEYAN-PALERANG REGIONAL
 PARISH OF QUEANBEYAN COUNTY OF MURRAY
 TITLE DIAGRAM DP864750

FIRST SCHEDULE

JANE MARIE MOMMSEN

(T AD72939)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM - SEE CROWN GRANT(S) AND MEMORANDUM S700000A
- 2 DP864750 RESTRICTION(S) ON THE USE OF LAND
- 3 AG10372 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

RP 63



" \$700000 "

OFFICE USE ONLY

	of	
\$ No Fee		

MEMORANDUM

Insert name of relevant bank, building society, or other mortgagee, lessor, firm &c.

Insert nature of document which will refer to this memorandum.

To be signed by the authorised officer for the lessor, mortgagee, chargee &c.

Clauses are to be numbered consecutively from number 1.

On behalf of the Registrar General I certify that this memorandum (comprising one page(s)), contains the provisions which are deemed to be incorporated in such the reservations, exceptions and provision which are deemed to be set out at length in such folios of the Register as refer to this memorandum.

[Signature]
Signature of Authorised Officer

1. The reservations and exception to the Crown of:-

- (a) all minerals which the said land contains.
- (b) all such parts and so much of the land as may thereafter be required for public ways in over and through the same by the Crown with full power for the Crown and such person or persons as shall be duly authorised in that behalf to make and conduct all such public ways and the right of full and free ingress egress and regress into out of and upon the land for the purpose aforesaid.

THE STANDARD MARGINS, QUALITY OF PAPER &C., PRESCRIBED BY REGULATION 6, REAL PROPERTY ACT REGULATIONS, 1970 SHOULD BE MAINTAINED IN THIS FORM AND IN ANY ANNEXURES.

TO BE COMPLETED BY LODGING PARTY
Insert the name, postal address or Document Exchange reference, telephone number and delivery box number.

LODGED BY	REGISTRAR GENERAL
Delivery Box Number	

Filed in the Office of the REGISTRAR GENERAL on 16/9/1981.

[Signature]
Registrar General



RP 63



S. 700,000.⁶

MEMORANDUM

OFFICE USE ONLY		
	of	
\$ No fee		

Insert name of relevant bank, building society, or other mortgagee, lessor, firm &c.

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SP
A

On behalf of the Registrar General

I certify that this memorandum (comprising one page(s)), contains the provisions which are deemed to be incorporated in such the reservations, exceptions and provisions which are deemed to be set out at length in such folios of the Register as refer to this memorandum. **as refer to this memorandum.**

James

Signature of Authorised Officer

1. The reservation and exception to the Crown of:-

- (a) all minerals which the said land contains.
- (b) all such parts and so much of the land as may thereafter be required for public ways in over and through the same by the Crown with full power for the Crown and such person or persons as shall be duly authorised in that behalf to make and conduct all such public ways and the right of full and free ingress egress and regress into out of and upon the land for the purpose aforesaid.

2. Provision for subsidence. WHEREAS -

- (a) mining operations may have been and may be carried on upon and in the land below the said land and the lands adjoining the said land and the land below the same; and
- (b) metals and minerals may have been and may be removed therefrom,

the said land is subject to the condition that neither the person or persons registered as proprietor of the land on creation of a folio of the Register or to whom the land is sold, leased or otherwise disposed of by way of transfer, nor his her their or its sequels in title shall be entitled to make or prosecute any claim for damages or take any proceedings either by way of injunction or otherwise against the Crown or any lessee or lessees under any Mining Act or Acts of the State of New South Wales or his or their executors administrators or assigns for or in respect of any damage or loss occasioned by the letting down subsidence or lateral movement of the land or otherwise howsoever by reason of the following Acts and matters that is to say by reason of the Crown or any person on its behalf or any lessee or lessees as aforesaid or his or their executors administrators or assigns having worked or now or hereafter working any mines or having carried on or now or hereafter carrying on mining operations or having searched for worked won or removed or now or hereafter searching for working winning or removing any metals or minerals under in or from the land below the land or on in under or from any other lands situated laterally to the land and the land below the same and whether on or below the surface of such other lands and it is expressly reserved unto the Crown the liberty and authority by reason of the Acts and matters aforesaid or in the course thereof for the Crown and any person on its behalf and any lessee or lessees as aforesaid and his or their executors administrators and assigns to from time to time let down without payment of any compensation whatsoever any part of the land and/or the surface thereof.

THE STANDARD MARGINS, QUALITY OF PAPER &c., PRESCRIBED BY REGULATION 2, REAL PROPERTY ACT REGULATIONS, 1970 SHOULD BE MAINTAINED IN THIS FORM AND IN ANY ANNEXURES.

TO BE COMPLETED BY LODGING PARTY
Insert the name, postal address or Document Exchange reference, telephone number and delivery box number.

LODGED BY	REGISTRAR GENERAL.
Delivery Box Number	

Filed in the Office of the REGISTRAR GENERAL

on 16/9/1981

[Signature]

Registrar General



RP 63



S. 700,000.00

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	of	
\$ No Fee		

MEMORANDUM

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Signature of Authorised Officer

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- (b) all such parts and so much of the land as may thereafter be required for public ways in over and through the same by the Crown with full power for the Crown and such person or persons as shall be duly authorised in that behalf to make and conduct all such public ways and the right of full and free ingress egress and regress into out of and upon the land for the purpose aforesaid.

2. Provision for forfeiture: If the registered proprietor does not pay the rent referred to in the folio of the Register together with any other moneys and any interest on such moneys that may be payable or become payable to the Crown under any Act or does not perform or observe the provisions and conditions referred to in the folio of the Register or any of them then and in such case it shall be lawful for the said land to be forfeited to the Crown.

THE STANDARD MARGINS, QUALITY OF PAPER &c., PRESCRIBED BY REGULATION 6, REAL PROPERTY ACT REGULATIONS, 1970 SHOULD BE MAINTAINED IN THIS FORM AND IN ANY ANNEXURES.

TO BE COMPLETED BY LODGING PARTY

Insert the name, postal address or Document Exchange reference, telephone number and delivery box number.

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Delivery Box Number	

Filed in the Office of the REGISTRAR GENERAL on 16/9/1981.

[Signature]

Registrar General



RP 63



S. 700,000^D

MEMORANDUM

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of	
\$ No Fee	

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On behalf of the Registrar General

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[Signature]

Signature of Authorised Officer

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3. Provision for subsidence. WHEREAS -

- (a) mining operations may have been and may be carried on upon and in the land (below) the said land and the lands adjoining the said land and the land below the same; and
- (b) metals and minerals may have been and may be removed therefrom,

the said land is subject to the condition that neither the person or persons registered as proprietor of the land on creation of a folio of the Register or to whom the land is sold, leased or otherwise disposed of by way of transfer, nor his her their or its sequels in title shall be entitled to make or prosecute any claim for damages or take any proceedings either by way or injunction or otherwise against the Crown or any lessee or lessees under any Mining Act or Acts of the State of New South Wales or his or their executors administrators or assigns for or in respect of any damage or loss occasioned by the letting down subsidence or lateral movement of the land or otherwise howsoever by reason of the following Acts and matters that is to say by reason of the Crown or any person on its behalf or any lessee or lessees as aforesaid or his or their executors administrators or assigns having worked or now or hereafter working any mines or having carried on or now or hereafter carrying on mining operations or having searched for worked won or removed or now or hereafter searching for working winning or removing any metals or minerals under in or from the land below the land or on in under or from any other lands situated laterally to the land and the land below the same and whether on or below the surface of such other lands and it is expressly reserved unto the Crown the liberty and authority by reason of the Acts and matters aforesaid or in the course thereof for the Crown and any person on its behalf and any lessee or lessees as aforesaid and his or their executors administrators and assigns to from time to time let down without payment of any compensation whatsoever any part of the land and/or the surface thereof.

TO BE COMPLETED BY LODGING PARTY

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LODGED BY	REGISTRAR GENERAL
Delivery Box Number	

Filed in the Office of the REGISTRAR GENERAL on 16/9/1981.

[Signature]

Registrar General



PLAN FORM 2
 SIGNATURE AND SEALS ONLY

Plan Drawing only to appear in this space

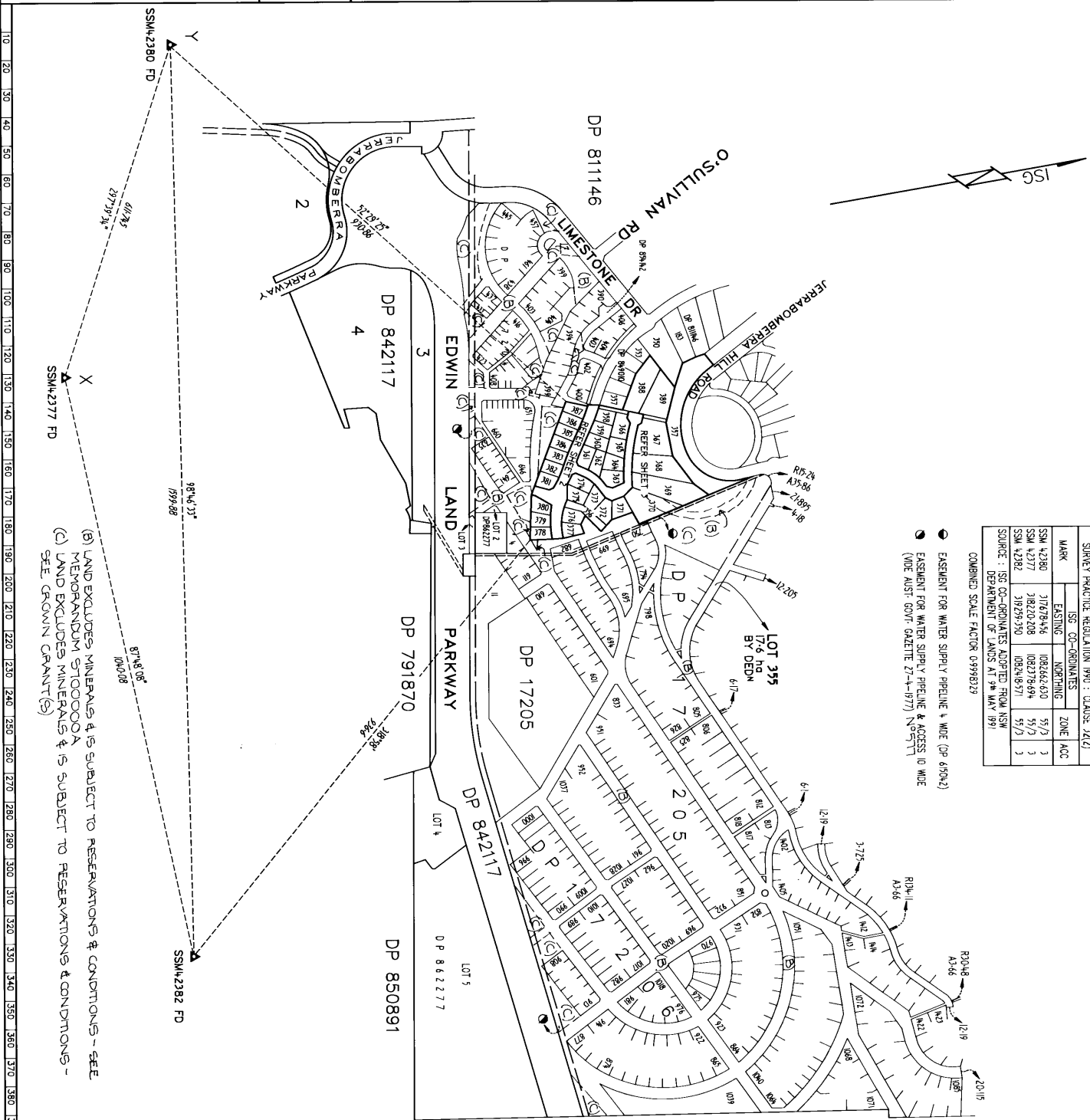
OFFICE USE ONLY
DP 864750

SURVEY PRACTICE REGULATION 1995 - CLAUSE 2(2)			
MARK	IS (CO-ORDINATES)	ZONE	ACC
SSM 42380	3176784.54	1084666.630	55/2 1
SSM 42377	3182202.028	1082378.694	55/2 1
SSM 42382	3182593.90	1082498.571	55/2 1

SOURCE : ISS (CO-ORDINATES ADAPTED FROM NSW DEPARTMENT OF LANDS AT 9th MAR 1997)

COMBINED SCALE FACTOR 0.9998729

EASEMENT FOR WATER SUPPLY PIPELINE & WIDE (DP 679542)
 EASEMENT FOR WATER SUPPLY PIPELINE & ACCESS 10 WIDE
 (NOE AUST. GOVT. GAZETTE 7-4-1977) N 0° 57' 11"



Crown Lands Approval

PLAN APPROVED: *[Signature]*
 Land District: *[Blank]*
 Paper No.: *[Blank]*
 Field Book: *[Blank]* pages

Council Clerk's Certificate

I hereby certify that -
 (a) the requirements of the Local Government Act 1995 (other than sub-sections 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

Registered: 16/1/1997
 C.A. No: 1/2 of 2/11/1996
 The System: TOPRENS
 Purpose: SUBDIVISION
 Ret. Map: PARS 4
 Last Plan: DP 17204 & DP 17205 & DP 862277

PLAN OF SUBDIVISION OF
 LOT 1 DP 862277 &
 LOTS 643-645 INCL.
 LOTS 656-681 INCL.
 LOTS 701-713 INCL.
 LOTS 740-749 INCL. DP 17205 &
 LOTS 766-772 INCL. DP 17204
 LOTS 790-796 INCL. DP 17204
 Lengths are in metres. Reduction Ratio 1: 5000

L G A QUEANBEYAN
 Locality: JERRABOMBERRA
 Parish: QUEANBEYAN
 County: MURRAY

This is sheet 1 of my plan in 3 sheets.

PETER J SHAW
 of P J SHAW & ASSOCIATES PTY LTD
 P.O. BOX 330 QUEANBEYAN NSW 2820
 a surveyor registered under the Surveyors Act 1928, as amended, hereby certifies that the survey represented in this plan is accurate and has been made in accordance with the Survey Act 1928, as amended, and that the survey was completed on 15TH OCTOBER 1996

Signature: *[Signature]*
 Datum: *[Blank]* of *[Blank]* X-Y

Plans used in preparation of survey/completion:
 DP 854142 DP 17204
 DP 842117 DP 811148
 DP 862277 DP 17205
 DP 17205
 DP 849010

PLAN: FOR USE ONLY for alterations of intention. In addition to public notice to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

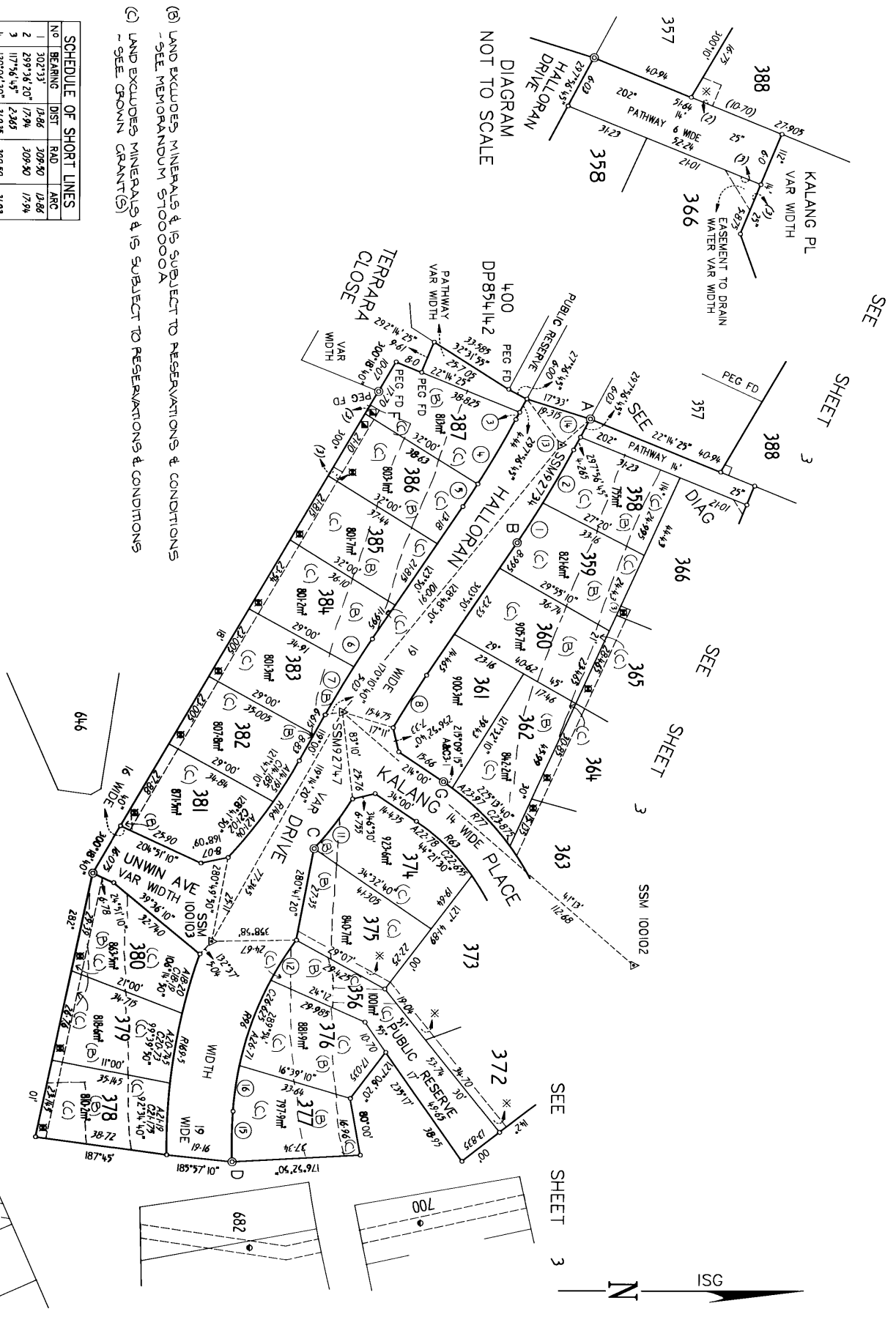
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO CREATE:-

- 1) EASEMENT TO DRAIN WATER 2.5 WIDE
- 2) EASEMENT TO DRAIN SEWAGE & WATER 3 WIDE
- 3) EASEMENT TO DRAIN WATER VARIABLE WIDTH
- 4) EASEMENT TO DRAIN SEWAGE AND WATER VARIABLE WIDTH
- 5) RESTRICTIONS AS TO USER

IT IS INTENDED TO DEDICATE THE EXTENSION OF HALLIDAY DRIVE, JUNNA AVENUE, KALANG PLACE, AND PARKWAYS TO THE PUBLIC AS PUBLIC ROAD IT IS INTENDED TO CREATE LOTS 796 AND 797 AS PUBLIC RESERVE

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP 864750



(2) LAND EXCLUDES MINERALS & IS SUBJECT TO RESERVATIONS & CONDITIONS
 - SEE MEMORANDUM 5100000A
 (3) LAND EXCLUDES MINERALS & IS SUBJECT TO RESERVATIONS & CONDITIONS
 - SEE CROWN GRANT(S)

No	BEARING	DIST	RAD	ARC
1	302°31'	12.86	209°30'	17.94
2	289°36'20"	2.345	209°30'	17.94
3	117°56'45"	2.345		
4	120°08'30"	21.923	290°30'	21.99
5	123°03'10"	7.92	290°30'	7.92
6	122°56'	9.715	209°30'	8.715
7	120°31'	16.319	209°30'	16.319
8	302°02'30"	18.448	290°30'	18.448
9	307°18'50"	18.345	108°00'	18.345
10	302°01'30"	12.90	108°00'	18.345
11	233°33'08"	16.704	131°15'	13.915
12	318°08'09"	14.406	148°00'	14.406
13	270°56'10"	14.823	150°50'	14.823
14	277°50'40"	12.668	134°39'	13.439

MARK	BEARING	DISTANCE	REMARKS
A	59°27'	4.48	RM DHAW'S IN KB FD (DP849010)
B	33°50'	15.01	RM DHAW'S IN KB
C	49°11'	4.07 & 4.12	RM DHAW'S IN KB
D	5°37'	3.94 & 15.65	RM DHAW'S IN KB
E	120°19'	3.65 & 12.4	RM DHAW'S IN KB
F	77°14'	4.65 & 24.645	RM DHAW'S IN KB FD (DP84442)
G	304°	3.98 & 8.935	RM DHAW'S IN KB

- ⊠ EASEMENT TO DRAIN SEWAGE & WATER 3 WIDE
- ⊡ EASEMENT TO DRAIN WATER 2.5 WIDE
- ⊢ EASEMENT TO DRAIN WATER 3 WIDE
- ⊣ EASEMENT FOR WATER SUPPLY PIPELINE 4 WIDE (DP 615042)

Plan Drawing only to appear in this space

DP 864750

Registered: 16-1-1997

This is sheet 2 of my plan in 3 sheets,
 dated 15TH OCTOBER 1996

Signature: _____
 Surveyor registered under Surveyors Act, 1928, as amended
 This is Sheet 2 of a plan of 3 sheets covered by my certificate No. _____

For use where space is insufficient in my plan on Form 2

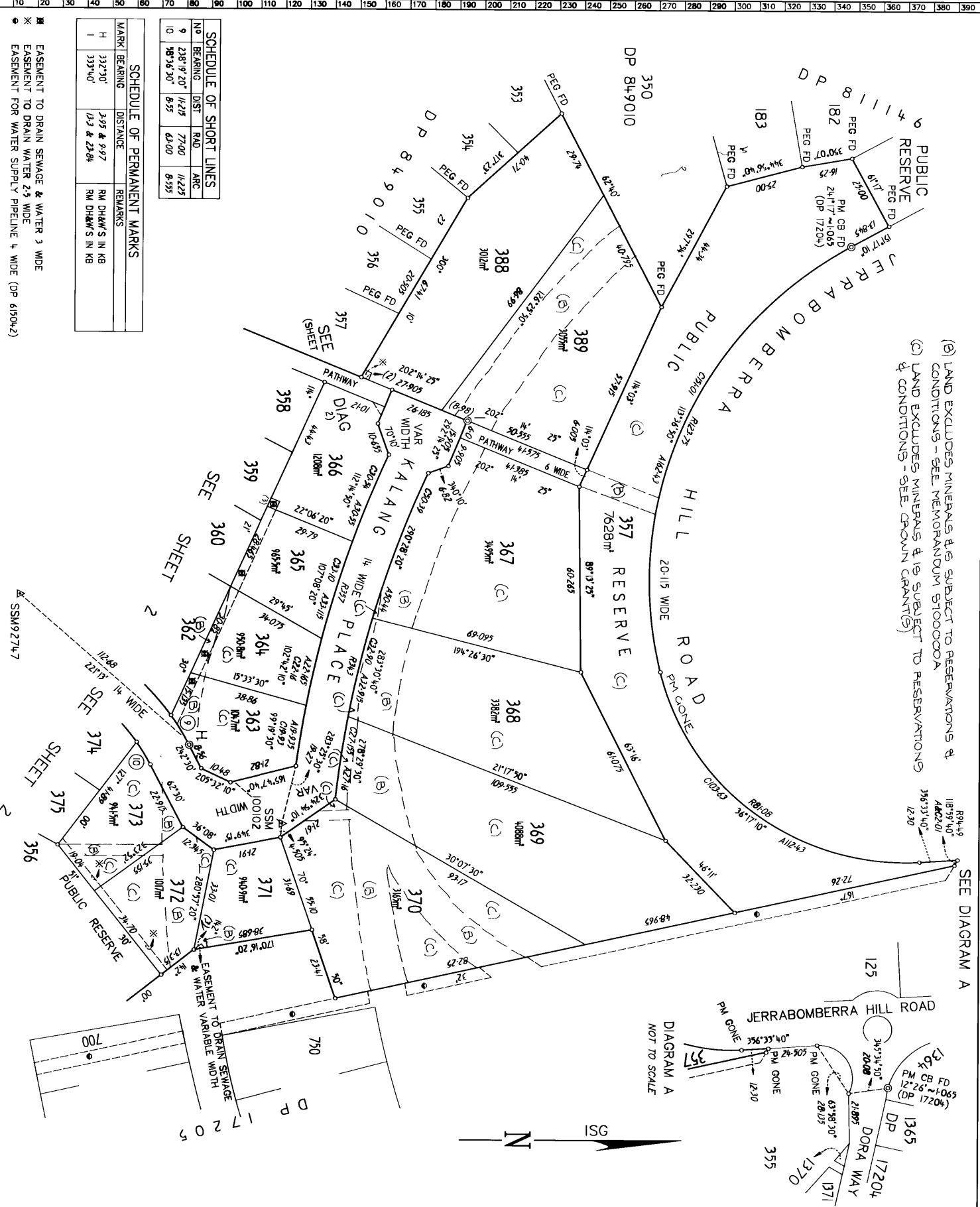
Revised Clerk

Reduction Ratio: 800
 SURVEYORS REFERENCE: 26150

SCHEDULE OF SHORT LINES			
No	Bearing	Dist	Rad
9	238° 9' 20"	14.25	77.00
10	183° 36' 30"	8.55	63.00
8	333° 40'	1.53 & 23.84	RM DRAW'S IN KB

SCHEDULE OF PERMANENT MARKS		
MARK	Bearing	Distance
H	332° 30'	5.95 & 9.97
I	333° 40'	1.53 & 23.84

* EASEMENT TO DRAIN SEWAGE & WATER 3 WIDE
 * EASEMENT TO DRAIN WATER 2.5 WIDE
 * EASEMENT FOR WATER SUPPLY PIPELINE 4 WIDE (DP 615042)



Plan Drawing only to appear in this space

DP 864750
 Registered: 16/1/1997
 This is sheet 3 of my plan in 3 sheets
 dated 15TH OCTOBER 1998
 Signature: _____
 Surveyor registered under Surveyors Act, 1998 as amended
 This is Sheet _____ of the plan of _____
 sheets covered by my certificate No. _____
 For use where space is insufficient in any point on Form 2
 District Clerk

Reduction scale: 800
 SURVEYORS REFERENCE: 2815C

**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS
AS TO USER AND TO USE OF LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

**Lengths are in metres
Plan:**

DP 864750

**Sheet 1 of 7 sheets
Subdivision of Lot 1 DP 862277
Lots 643-645, 666-681, 701-713,
740 -749 DP 17205, Lots 766-772,
790-796 DP 17204**

PART 1

Full name and address
of Proprietor of Land:

**LIDIFORM PTY LIMITED
(ACN 008 593 735)
of 24 Morisset Street
QUEANBEYAN NSW 2620**

Full name and address
of Owner's Mortgagee:

**Woden Contractors Pty Ltd
(ACN 008 581 342)
of 59 Hincksman Street
QUEANBEYAN NSW 2620**

1. Identity of Easement firstly
referred to in abovementioned
plan

Easement to drain water 2.5 wide

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened

Lots or Authority Benefited

372, 373, 375, 388

Queanbeyan City Council

2. Identity of Easement secondly
referred to in abovementioned
plan

Easement to drain sewage and water 3 wide

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened

Lots or Authority Benefited

363-366, 378-386

Queanbeyan City Council

**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS
AS TO USER AND TO USE OF LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

Plan:

DP 864750

Sheet 2 of 7 sheets

Subdivision of Lot1 DP 862277,
Lots 643-645, 666-681, 701-713,
740 -749 DP 17205, Lots 766-772,
790-796 DP 17204

3. Identity of Easement thirdly
referred to in abovementioned
plan

Easement to drain sewage 3 wide

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened

386, 387

Lots or Authority Benefited

Queanbeyan City Council

4. Identity of Easement fourthly
referred to in abovementioned
plan

Easement to drain water variable
width

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened

366

Lots or Authority Benefited

Queanbeyan City Council

5. Identity of Easement fifthly
referred to in abovementioned
plan

Easement to drain sewage and water variable
width

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened

371

Lots or Authority Benefited

Queanbeyan City Council



**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS
AS TO USER AND TO USE OF LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

**Lengths are in metres
Plan:**

DP 864750

**Sheet 3 of 7 sheets
Subdivision of Lot1 DP 862277,
Lots 643-645, 666-681, 701-713,
740 -749 DP 17205, Lots 766-772,
790-796 DP 17204**

6. Identity of Restriction sixthly
referred to in abovementioned
plan

Restriction as to User

SCHEDULE OF LOTS ETC AFFECTED

**Lots Burdened
358-389**

**Lots or Authority Benefited
Each and every lot**

PART 2

A. Terms of Easement firstly and fourthly referred to in abovementioned plan

Full and free right for the Authority benefited and every person authorised by it, from time to time and at all times to drain water (whether rain, storm, spring, soakage or seepage water) in any quantities across and through those parts of the Lots burdened shown in the abovementioned plan together with the right to use for the purposes of easement any line of pipes already laid within the easement for the purpose of draining water or any pipe or pipes in replacement or in substitution therefore and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the easement and together with the right for the Authority benefited and every person authorised by it with any tools, implements or machinery, necessary for the purpose, to enter upon easement and to remain there for any reasonable time for the purpose of laying, inspecting, cleaning, repairing, maintaining or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the easement to such extent as may be necessary provided that the Authority benefited and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the easement site and will restore that surface as nearly as practicable to its original condition.

**B. Terms of Restriction as to User secondly and fifthly referred to
in the abovementioned plan:**

Full and free right for the Authority benefited and every person authorised by it, from time to time and at all times by means of pipes to drain sewage and water other waste material and fluid in any quantities across and through those parts of the Lots burdened shown in the abovementioned plan together with the right to use

**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS
AS TO USER AND TO USE OF LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

Plan:

DP 864750

Sheet 4 of 7 sheets

Subdivision of Lot 1 DP 862277,

Lots 643-645, 666-681, 701-713,

740 -749 DP 17205, Lots 766-772,

790-796 DP 17204

for the purposes of easement any line of pipes already laid within the easement for the purpose of draining sewage and water or any pipe or pipes in replacement or in substitution therefore and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the easement and together with the right for the Authority benefited and every person authorised by it with any tools, implements or machinery, necessary for the purpose, to enter upon easement and to remain there for any reasonable time for the purpose of laying, inspecting, cleaning, repairing, maintaining or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the easement to such extent as may be necessary provided that the Authority benefited and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the easement site and will restore that surface as nearly as practicable to its original condition.

C. Terms of Restriction as to User thirdly referred to in the abovementioned plan:

Full and free right for the Authority benefited and every person authorised by it, from time to time and at all times by means of pipes to drain sewage and other waste material and fluid in any quantities across and through those parts of the Lots burdened shown in the abovementioned plan together with the right to use for the purposes of easement any line of pipes already laid within the easement for the purpose of draining sewage or any pipe or pipes in replacement or in substitution therefore and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the easement and together with the right for the Authority benefited and every person authorised by it with any tools, implements or machinery, necessary for the purpose, to enter upon easement and to remain there for any reasonable time for the purpose of laying, inspecting, cleaning, repairing, maintaining or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the easement to such extent as may be necessary provided that the Authority benefited and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the easement site and will restore that surface as nearly as practicable to its original condition.



**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS
AS TO USER AND TO USE OF LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

Plan:

DP 864750

Sheet 5 of 7 sheets

Subdivision of Lot 1 DP 862277,

Lots 643-645, 666-681, 701-713,

740-749 DP 17205, Lots 766-772,

790-796 DP 17204

D. Terms of Restriction as to User sixthly referred to in the abovementioned plan:

1. No dwelling shall be erected on any lot unless:
 - (a) the roof is of tiles, slate, shingles, or colourbond steel decking, or of other materials approved in writing by Lidoform Pty Limited.
 - (b) the external walls are constructed predominantly of brick or stone or have a rendered finish, or of other materials approved in writing by Lidoform Pty Limited.
2. No prefabricated carport or prefabricated or metal, hardiplank or timber-clad garage shall be constructed on any lot.
3. No garage, carport, garden shed or other detached structure is to be constructed on any lot prior to the construction of a dwelling on the lot.
4. No goods (including boats, trailers, caravans and the like) shall be stored openly on any lot or in any carport on any lot.
5. No incinerator shall be placed or used upon any lot or part thereof.
6. No existing tree on any lot may be removed or altered in any way without the Statutory Consent of the Queanbeyan City Council and the consent in writing of Lidoform Pty Limited.
7. No commercial vehicle may be regularly parked on any lot unless it is wholly contained within a garage or carport built in compliance with this instrument.
8. No commercial vehicle may be regularly parked on any road or public place within the area delineated in the above plan as a road or public place.

**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS
AS TO USER AND TO USE OF LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres
Plan:

DP 864750

Sheet 6 of 7 sheets
Subdivision of Lot 1 DP 862277,
Lots 643-645, 666-681, 701-713,
740 -749 DP 17205, Lots 766-772,
790-796 DP 17204

9. No fence shall be erected on any lot burdened to divide it from any adjoining land owned by Lidoform Pty Limited without the consent of Lidoform Pty Limited but such consent shall not be withheld if such fence is to be erected without cost or expense to Lidoform Pty Limited provided that this restriction shall remain in force only during such time as Lidoform Pty Limited is the registered proprietor of any lot in the within plan or any land immediately adjoining the land in the within plan.

For the purposes of 7 and 8 "commercial vehicle" means;

(a) any motor vehicle or any trailer (including but not limited to a lorry, utility truck, van or prime mover) which is constructed principally for the conveyance of goods or merchandise or for the conveyance of any kind of material used in any trade, business or industry, or for use in any work or sport whatsoever other than the conveyance of persons; and

(b) any motor vehicle fitted or constructed so as to seat more than 8 persons including the driver.

10. No fence (excluding front fence) shall be constructed on the boundaries between any lot and a road, path, or reserve unless it is 1.8 metres in height and is constructed of lapped and capped palings stained in an approved colour on the external face with the posts and rails facing into the block, or of other materials approved in writing by Lidoform Pty Limited prior to construction of the fence.

PROVIDED HOWEVER

That the boundaries fronting Public Reserve of Lots 367, 368, 369 and 389 shall not be fenced in materials other than open mesh or similar materials approved in writing by Lidoform Pty Limited and the Queanbeyan City Council prior to construction.

11. As to Lots 367 to 370 and 388, 389 no clothes drying or other service areas may be erected unless fully screened from public view.

**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS
AS TO USER AND TO USE OF LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres
Plan: DP 864750

Sheet 7 of 7 sheets
Subdivision of Lot 1 DP 862277,
Lots 643-645, 666-681, 701-713,
740 -749 DP 17205, Lots 766-772,
790-796 DP 17204

The person empowered to release, vary or modify these Restrictions as to User is Lidoform Pty Limited or its assigns.

The cost of any release, variation or modification to these Restrictions as to User shall be paid by the person requesting such release, variation or modification.

The person or authority empowered to release, vary or modify the easements firstly, secondly and thirdly referred to in the abovementioned plan is the Council of the City of Queanbeyan without the consent of any other person or persons provided that any such release, variation or modification shall if approved be made and done in all respects at the cost and expense of the person or persons requesting such release, variation or modification.

DATED the day of 1996



The Common Seal of LIDOFORM PTY LIMITED (ACN 008 593 793) was hereunto affixed in accordance with the Articles of Association in the presence of :

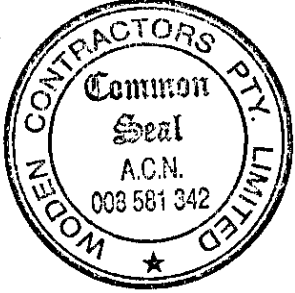
[Signature]
.....
Director

[Signature]
.....
Secretary/Authorised Person

The Common Seal of WODEN CONTRACTORS PTY LTD (ACN 008 581 342) was hereunto affixed in accordance with the Articles of Association in the presence of :

[Signature]
.....
Director

[Signature]
.....
Secretary/ Authorised Person
Director.



**QUEANBEYAN-PALERANG REGIONAL COUNCIL
SECTION 10.7(2) PLANNING CERTIFICATE**

issued under
Environmental Planning and Assessment Act 1979

Infotrack
GPO Box 4029
SYDNEY NSW 2001

Certificate No.: PL.2026.0517
Your Reference: 30108676

ecertificates@infotrack.com.au

Subject Land:

Property Number:	159922
Property Address:	28 Kalang Place JERRABOMBERRA NSW 2619
Legal Description:	Lot 389 DP 864750

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

1. Names of relevant instruments and development control plans

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

1.1.1 Local Environmental Plan***Queanbeyan-Palerang Regional Local Environmental Plan 2022***

<https://legislation.nsw.gov.au/view/html/inforce/current/epi-2022-0600>

1.1.2 State Environmental Planning Policies (SEPPs):

- *SEPP (Biodiversity and Conservation) 2021*
- *SEPP (Exempt and Complying Development Codes) 2008*
- *SEPP (Housing) 2021*
- *SEPP (Industry and Employment) 2021*
- *SEPP (Planning Systems) 2021*
- *SEPP (Precincts - Regional) 2021*
- *SEPP (Primary Production) 2021*
- *SEPP (Resilience and Hazards) 2021*
- *SEPP (Resources and Energy) 2021*
- *SEPP (Sustainable Buildings) 2022*
- *SEPP (Transport and Infrastructure) 2021*

www.legislation.nsw.gov.au/browse/inforce#/epi/title/s

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

ABN 95 933 070 982

1.1.3 Development Control Plan

Lot 389 DP 864750

Queanbeyan Development Control Plan 2012

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

- 1.2. 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.

1.2.1. Draft Local Environmental Plans

Application No	Description
PP.2024.0006	Housekeeping Amendment 2024 to QPRLEP 2022
PP.2025.0003	Amendment to QPRLEP 2022 – Subdivision of land with multiple zones (minimum lot size)

www.planningportal.nsw.gov.au/ppr

1.2.2. Draft State Environmental Planning Policies (SEPPs):

- SEPP (Housing) 2021
- SEPP (Planning Systems) 2021
- SEPP (Transport and Infrastructure) 2021

www.planning.nsw.gov.au/policy-and-legislation/state-environmental-planning-policies

1.2.3. Draft Development Control Plans (DCPs):

Lot 389 DP 864750 **No.**

2. Zoning and land use under relevant LEPs

2.1. Identity of the zone:

Lot 389 DP 864750 C4 Environmental Living

2.2 **C4 Environmental Living - *Queanbeyan-Palerang Regional LEP 2022***

1. Objectives of zone
 - **To provide for low-impact residential development in areas with special ecological, scientific or aesthetic values.**
 - **To ensure that residential development does not have an adverse effect on those values.**
 - **To encourage development that is visually compatible with the landscape.**
 - **To minimise the impact of development on the natural environment.**
 - **To ensure development does not unreasonably increase the demand for public services or public facilities.**
2. Permitted without consent
Extensive agriculture; Home businesses; Home occupations.
3. Permitted with consent
Agritourism; Animal boarding or training establishments; Bed and breakfast accommodation; Building identification signs; Business identification signs; Cellar door premises; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental protection works; Farm buildings; Farm stay accommodation; Flood mitigation works; Function centres; Home-based child care; Home industries; Information and education facilities; Intensive plant agriculture; Neighbourhood shops; Oyster aquaculture; Places of public worship; Plant nurseries; Pond-based aquaculture; Recreation areas; Restaurants or cafes; Roads; Roadside stalls; Secondary dwellings; Tank-based aquaculture; Water reticulation systems; Water storage facilities.
4. Prohibited
Industries; Local distribution premises; Service stations; Turf farming; Warehouse or distribution centres; Any other development not specified in item 2 or 3.

Note: Demolition of a building or work requires consent under clause 2.7 of *Queanbeyan-Palerang Regional Local Environmental Plan 2022*.

NOTE: Refer to the [NSW Planning Portal Spatial Viewer](#) Land Zoning Map to view the map of applicable land use zones (online digital mapping).

2.3. Listed below are additional site specific permitted uses (only with development consent) from Schedule 1 of *Queanbeyan-Palerang Regional Local Environmental Plan 2022*.

Lot 389 DP 864750 There are no additional uses permitted on this land.

- 2.4. Minimum land dimensions for the erection of a dwelling house on the land fixed by development standards applying to the land:

Lot 389 DP 864750

C4 - Environmental Living

The minimum lot size for the erection of a dwelling house is 3000 square metres, unless the lot:

(a) is a lot created in accordance with clause 4.1, 4.1AA, 4.1A, 4.1D, 4.1E, 7.24, 7.25 or 7.26 of Queanbeyan-Palerang Regional Local Environmental Plan 2022, or

(b) is a lot created before the commencement of Queanbeyan-Palerang Regional Local Environmental Plan 2022 and on which the erection of a dwelling was permissible immediately before that commencement, or

(c) is a lot resulting from a subdivision for which development consent (or equivalent) was granted before the commencement of Queanbeyan-Palerang Regional Local Environmental Plan 2022 and on which the erection of a dwelling would have been permissible if the plan of subdivision had been registered before that commencement, or

(d) an existing holding, or

(e) would have been a lot or a holding specified in paragraphs (a) - (d) had it not been affected by:

(i) a minor realignment of boundaries that did not create an additional lot, or

(ii) a subdivision creating or widening a public road or public reserve or for another public purpose, or

(iii) a consolidation with an adjoining public road or public reserve, or for another public purpose.

NOTE: Refer to the [NSW Planning Portal](#) to view the map of applicable Lot Size Map (PDF format).

- 2.5. Whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*:

Lot 389 DP 864750

No.

- 2.6. Whether the land is in a conservation area:

Lot 389 DP 864750

No.

- 2.7. Whether an item of environmental heritage is located on the land:

Lot 389 DP 864750

No.

3. Contributions plans

- 3.1. The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans:

Lot 389 DP 864750 **Queanbeyan Section 7.12 Fixed Levy Development Contributions Plan 2019.**

Lot 389 DP 864750 **Queanbeyan Section 94 Contributions Plan for Extractive Industry 2014.**

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

- 3.2. If the land is in a special contributions area under the Act, Division 7.1, the name of the area:

Lot 389 DP 864750 **No.**

- 3.3. If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area:

Lot 389 DP 864750 **No.**

4. Complying Development

- 4.1. 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.

Zone C4 Environmental Living Lot 389 DP 864750	Land on which complying development may be carried out
Part 3 Housing Code	Not Applicable
Part 3A Rural Housing Code	Not Applicable
Part 3B Low Rise Housing Diversity Code	Not Applicable
Part 3BA Pattern Book Development Code	Not Applicable
Part 3C Greenfield Housing Code	Not Applicable
Part 3D Inland Code	Not Applicable
Part 4 Housing Alterations Code	Yes
Part 4A General Development Code	Yes
Part 5 Industrial and Business Alterations Code	Yes
Part 5A Industrial and Business Buildings Code	Not Applicable
Part 5B Container Recycling Facilities Code	Not Applicable
Part 6 Subdivisions Code	Yes
Part 7 Demolition Code	Yes
Part 8 Fire Safety Code	Yes
Part 9 Agritourism and Farm Stay Accommodation Code	Not Applicable

Specific land exemptions may apply only to part of a lot. Nothing in clause 1.19 *SEPP (Exempt and Complying Development Codes) 2008* prevents complying development being carried out on part of a lot that is not land referred to in clause 1.19 even if other parts of the lot are such land.

- 4.2. If complying development may not be carried out on that land because of one of those clauses, the reasons why it may not be carried out under the clause.

Not Applicable.	
------------------------	--

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

Lot 389 DP 864750 No.

5. Exempt development

- 5.1. 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:

5.1.1. Division 1 General Exempt Development Code

Lot 389 DP 864750 **Yes.**

5.1.2. Division 2 Advertising and Signage Exempt Development Code

Lot 389 DP 864750 **Yes.**

5.1.3. Division 3 Temporary Uses and Structures Exempt Development Code

Lot 389 DP 864750 **Yes.**

Refer also to Part 3 and Schedule 2 of *Queanbeyan-Palerang Regional Local Environmental Plan 2022*. 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.

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

5.2.1. Division 1 General Exempt Development Code

Lot 389 DP 864750 **Not applicable.**

5.2.2. Division 2 Advertising and Signage Exempt Development Code

Lot 389 DP 864750 **Not applicable.**

5.2.3. Division 3 Temporary Uses and Structures Exempt Development Code

Lot 389 DP 864750 **Not applicable.**

- 5.3. 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*

- 6.1. Is there any affected building notice of which the council is aware that is in force in respect of the land?

No.

- 6.2. 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.

- 6.3. 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 clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

Lot 389 DP 864750 **No.**

8. Road widening and road realignment

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

Lot 389 DP 864750 **No.**

- 8.2. Is the land affected by any road widening or road realignment under any environmental planning instrument?

Lot 389 DP 864750 **No.**

- 8.3. Is the land affected by any road widening or road realignment under any resolution of the Council?

Lot 389 DP 864750 **No.**

9. Flood related development controls information

Flood planning area has the same meaning as in the *Flood Risk Management Manual*.

Flood Risk Management Manual means the *Flood Risk Management Manual (ISBN 978-1-923076-17-4)* published by the NSW Government in June 2023.

Probable maximum flood has the same meaning as in the *Flood Risk Management Manual*.

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

Lot 389 DP 864750 **No.**

<https://www.qprc.nsw.gov.au/Building-Development/Planning-Zoning/Planning-Controls#section-8>

- 9.2. 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 389 DP 864750 **No.**

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

Is the land affected by a policy adopted by council 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.

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

No.

- 10.2. 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.

- 10.3. 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 contamination. Refer to Clause 12 of this certificate to check if the land has been identified in the Loose-Fill Asbestos Insulation Register.

Lot 389 DP 864750

The land has not been assessed for the likelihood of contamination by Council considering past uses or results of systematic testing. It is not known if Contaminated Land provisions of the Development Control Plan or the relevant State legislation, apply.

- 10.4. Salinity:

Lot 389 DP 864750

No.

10.5. Highly erodible soils:

Lot 389 DP 864750 **No.**

10.6. Slopes over 18 degrees:

Lot 389 DP 864750 **No.**

10.7. Aircraft noise:

Lot 389 DP 864750 **No.**

<https://www.canberraairport.com.au/corporate/community/aircraft-noise/>

10.8. Land near Cooma Road Quarry:

Lot 389 DP 864750 **No.**

10.9. Land near Hume Industrial Area and Goulburn to Bombala Railway Line:

Lot 389 DP 864750 **No.**

11. Bushfire prone land

Is the land bushfire prone?

Lot 389 DP 864750

Yes. The land is fully bushfire prone as defined in Section 10.3 of the Environmental Planning and Assessment Act 1979. Refer to the relevant Development Control Plan [clause 1 of this certificate].

12. Loose-fill asbestos insulation

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained 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 proclaimed 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.

No.

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 389 DP 864750 No.

16. Biodiversity stewardship sites

Whether the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*.

Lot 389 DP 864750 No.

17. Biodiversity certified land

Whether the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*.

Lot 389 DP 864750 **No.**

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:

- 20.1. in an ANEF or ANEC contour of 20 or greater as referred to in that Chapter, section 4.17, or
- 20.2. shown on the Lighting Intensity and Wind Shear Map, or
- 20.3. shown on the Obstacle Limitation Surface Map, or
- 20.4. in the “public safety area” on the Public Safety Area Map, or
- 20.5. 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 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.

Application No	Description
----------------	-------------

Not applicable.

22. Site compatibility certificates and conditions for affordable rental housing

22.1. 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.

22.2. 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.

Application No	Description
----------------	-------------

Not applicable.

22.3. 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.

Application No	Description
----------------	-------------

Not applicable.

23. Water or sewerage services

Whether water or sewerage services are provided to, or to be provided to, the land under the *Water Industry Competition Act 2006*.

Note: A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the *Water Industry Competition Act 2006*, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the *Water Industry Competition Act 2006* is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the *Water Industry Competition Act 2006* become the responsibility of the purchaser.

Not applicable.

24. Special entertainment precincts

Whether the land or part of the land is in a special entertainment precinct within the meaning of the *Local Government Act 1993*, section 202B.

A **special entertainment precinct** is an area in which—

- (a) sound from entertainment activity from premises in the area is regulated in accordance with a precinct management plan, and
- (b) requirements about sound attenuation included in a precinct management plan apply to certain types of development in the area, and
- (c) dedicated live music and performance venues are authorised to trade for an additional 60 minutes under the *Liquor Act 2007*, section 12A(4).

No.

25. Interim development in future infrastructure corridors

If *State Environmental Planning Policy (Transport and Infrastructure) 2021*, section 4.7A applies to the land, a condition of a development consent granted in relation to the land that is a condition of the concurrence granted by Transport for NSW under that section.

Not applicable.

Matters prescribed by section 59(2) 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 389 DP 864750 **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 389 DP 864750 **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 389 DP 864750 **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 389 DP 864750 **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 389 DP 864750 **No.**

Note: Land that has been notified to the Environmental Protection Agency (EPA) as being potentially contaminated is identified on the EPA's List of notified sites. This list contains information about contamination orders and other regulatory actions that may be under assessment or in force under Section 60 of the *Contaminated Lands Management Act 1997*.

<https://www.epa.nsw.gov.au/Your-environment/Contaminated-land/notified-and-regulated-contaminated-land/list-of-notified-sites>

Additional notes

No additional notes.

Notes and disclaimer

1. 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.
2. The NSW *Environmental Planning and Assessment Act 1979* is referred to in this Certificate as 'the Act'.
3. 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.

Checked: JB



Rebecca Ryan
General Manager
Queanbeyan-Palerang Regional Council

10 March 2026

**QUEANBEYAN-PALERANG REGIONAL COUNCIL
SEWER SERVICE DIAGRAM**

Infotrack
ecertificates@infotrack.com.au

Subject Land:

Certificate Number:	ENG.2026.0434
Property Address:	28 Kalang Place JERRABOMBERRA NSW 2619
Legal Description:	Lot 389 DP 864750

Thank you for your request for a sewer service diagram for the abovementioned property.

The attached diagram provides a representation of the location of the internal sewer services that connect the structure/s on the property to Council Infrastructure.

The additional diagram indicates the location of Council infrastructure that services this property.

Yours Faithfully,

Ruth Ormella
Director, Development and Environment
Queanbeyan-Palerang Regional Council

Compiled by: AL

Signature: 

19 March 2026

Disclaimer

The actual location of the main should be accurately determined on site.

There may be other drains, services, or easements associated with this property, and further investigation might be needed to accurately determine their locations.

OFFICES

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13 Gibraltar St, Bungendore
257 Crawford St, Queanbeyan

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PO Box 90, Queanbeyan NSW 2620

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P: 1300 735 025

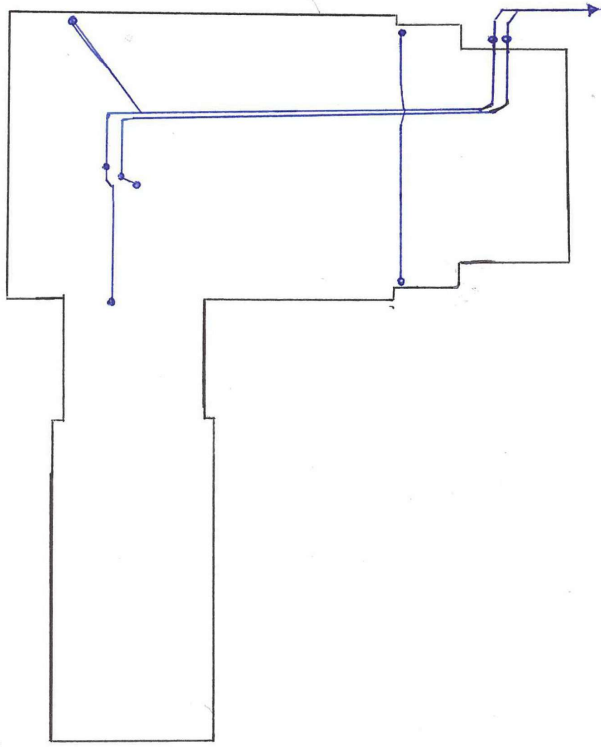
EMAIL/WEB

E: council@qprc.nsw.gov.au

W: www.qprc.nsw.gov.au

ABN 95 933 070 982

North



SEWER SERVICE DIAGRAM

Lot No. 389 DP No. 864750 House No. 28
 SUBURB OF DERRIMOHURRA Street Kawlong Place
 Licence No. _____ LGA. QPRC
 SCALE As to Scale SSD No. _____ Signature: [Signature]
 Now / COC No. _____ Date 19/3/26

NOTES: • This diagram was supplied by the plumber/drainier whose licence number appears above.
 • It has been drawn to show the approximate location of the private sewerage service pipes and may not be accurate.
 • Any broken/dashed lines denote the assumed (not verified) position of private sewerage services.
 • Further acceptable abbreviations may be used as identified in AS/NZS 3500.2:2003 Sanitary Plumbing and Drainage Table 6.1 and Fair Trading's Sewer Service Diagram Requirements document.

AAV Basin Bath Waste Bidet Clean Out Floor Waste Gully Shower Sink (kitchen)	Air Admittance Valve Basin Bath Waste Bidet Clean Out Floor Waste Gully Shower Sink (kitchen)	BS (L) WC Vert WS SVP V IPWF	Sink (bar) Trough (laundry) Water Closet Vertical Pipe Waste Stack Sewer Vent Pipe Vent Pipe Induct Pipe Mica Flap	Chr Chamber Pit Grease Interceptor Pump Unit Onsite Treatment System Reflux Valve Capped Point Provisional (future) drain point
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27-MAR-2009

[REDACTED]

Dear Mr [REDACTED]

Council is pleased to advise that your Development Application No 438-2008 relating to LOT 389 DP 864750, No. 28 Kalang Place, JERRABOMBERRA NSW 2619 has been approved. The 'Notice of Determination' is attached.

It is important that you carefully read the notice and the accompanying notes, and that any requirements and rights are fully understood before proceeding with the development.

You are advised that a Construction Certificate must also be issued prior to the commencement of any work on the development. In this regard, you may choose Council to issue the Certificate or, alternatively, it may be issued by a private certifier.

It is important to note that as from 3 March 2006 Construction Certificates cannot be issued retrospectively. That is, Construction Certificates must be issued prior to the commencement of any work.

Please note that fees are payable to Council to carry out inspections in its role as Water and Sewer and/or Health Authority.

The attached information Sheet No 14 "Requirements for Building Works" provides further information on construction certificates, private certification and the development process.

Should you have any further enquiries please contact Roland Wong of Council's Environmental Services on 6298 0244.

Yours faithfully

M J THOMPSON
DIRECTOR ENVIRONMENTAL SERVICES

PER 

encl

INFORMATION SHEET 14

REQUIREMENTS FOR BUILDING WORKS

Construction Certificates

A Construction Certificate is a certificate that states that building work can commence on an approved development, and that it complies with the terms of the development consent and the Building Code of Australia. This certificate can be issued by either Council or a private certifier.

You must have development consent to obtain a construction certificate and no work may be commenced before you obtain a construction certificate.

You may appoint Council to be your certifier or, alternatively, you may appoint a private certifier. To appoint Council as your certifier, please complete Council's PCA Agreement form.

If you appoint a private certifier you must advise Council of the certifier's details and must give Council 48 hours notice of your intention to commence work.

Certifiers on Building Sites

Since July 1998, qualified professionals must oversee the construction of a development and/or certify stages of the construction phase. Once you have received a Construction Certificate, you will need to engage a Principal Certifying Authority (PCA). Again, you have the choice of either Council or a private certifier to be your PCA.

The PCA is responsible for -

1. Overseeing the construction works on the site;
2. Ensuring that the relevant conditions of the development consent are being complied with;
3. Ensuring that critical stages of the construction have been inspected; and
4. Issuing an Occupation Certificate for the building before the building is occupied or the use of the development commences

Engaging a Private Certifier

Private certifiers are appropriately qualified professionals who have attained accreditation from their relevant professional accreditation board. Private certifiers, like Council, also require professional indemnity insurance as they are potentially responsible to make good poor or defective work if it can be demonstrated that they have been negligent.

In engaging a private certifier and/or a PCA, you should ensure that the certifier has the appropriate accreditation relevant to your development.

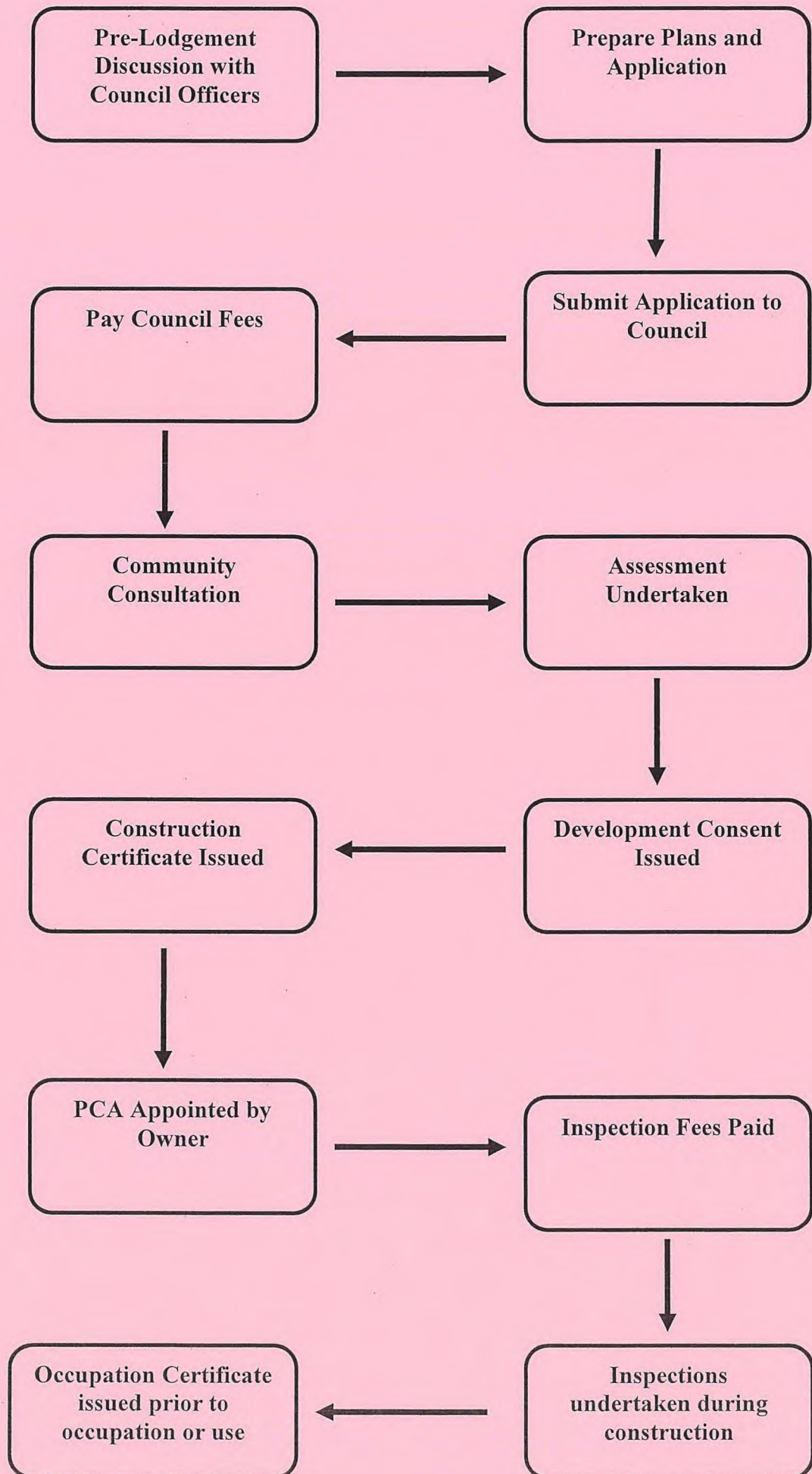
It is difficult to change your PCA once the construction has commenced. You can only change your PCA if:

1. There are extenuating circumstances such as the death of the PCA (if a private certifier); and
2. You have obtained approval from the certifier's accreditation board to enable another certifier or the Council to act as your PCA to oversee the completion of your development.

Who can I contact for assistance?

A flowchart describing the development process follows this page. If you have any further queries regarding Construction Certificates or building certification please contact Council's Environmental Services Department on (02) 6298 0266.

Development Process Flowchart



NOTICE OF DETERMINATION OF A DEVELOPMENT APPLICATION

issued under the *Environmental Planning and Assessment Act 1979* Section 81(1)(a)

TO:



DEVELOPMENT APPLICATION NO: 438-2008

LAND TO BE DEVELOPED

28 Kalang Place, JERRABOMBERRA NSW
2619

LOT 389 DP 864750

PROPOSED DEVELOPMENT (This consent is issued in respect of the following matters):

TYPE:

SCENIC PROTECTION DWELLING
ERECTION OF BUILDING USE OF
LAND/BUILDING

DEVELOPMENT DESCRIPTION:

ERECTION OF A DWELLING HOUSE AND
ANCILLARY DEVELOPMENT INCLUDING
SWIMMING POOL

USE:

RESIDENTIAL

DECISION OF COUNCIL

APPROVED WITH CONDITIONS

DATE OF DECISION:

27-Mar-2009

CONSENT TO OPERATE FROM:

27-Mar-2009

CONSENT TO LAPSE ON:

27-Mar-2014

CONDITIONS ATTACHED TO DEVELOPMENT CONSENT NO. 438-2008

(including section 94 conditions)

CONDITIONS OF APPROVAL

PRIOR TO ISSUE OF CONSTRUCTION CERTIFICATE

1. Prior to any construction certificate being granted with respect to the development, engineering details of the proposed construction of a 1.2m wide concrete footpath within the 6.0m wide pathway adjoining the subject land's southeastern boundary shall be submitted to and approved by Council.

The construction of the footpath must achieve grades not exceeding one vertical unit to seven horizontal units (1:7), which is expected to necessitate provision of steps interspersed between graded sections of the footpath.

REASON: To ensure development is carried out as proposed and in accordance with applicable Council standards. (46.14)

PRIOR TO COMMENCEMENT

2. Building work in accordance with the development consent must not be commenced on site until a Construction Certificate (building) has been issued by Council or an Accredited Certifier.

REASON: To satisfy the relevant statutory requirements. (47.02)

3. A Notice to Commence Building Works must be submitted to Council two (2) days prior to commencing work and must include details of the nominated Principal Certifying Authority.

REASON: To ensure the provisions of the *Environmental Planning and Assessment Act 1979* are satisfied. (47.03)

4. A sign must be erected in a prominent position on the work site prior to the commencement of works:
 - a) stating that unauthorised entry to the work site is prohibited,
 - b) showing the name of the person in charge of the work site, and
 - c) advising telephone numbers at which that person may be contacted during work hours and outside work hours
 - d) showing the name of the principal certifying authority and contact details.

The sign is to be removed when the work has been completed.

REASON: To provide notification of the work site and site supervisor to the general public in emergency situations. (47.10)

5. Toilet facilities must be provided at or in the vicinity of the work site at the rate of one toilet for every 20 persons or part of 20 persons employed at the work site.

Each toilet provided:

- a) must be a standard flushing toilet, and
- b) must be connected:
 - (i) to a public sewer, or
 - (ii) if connection to a public sewer is not practicable, to an accredited sewage treatment facility approved by Council, or
 - (iii) if connection to a public sewer or an accredited sewage management facility is not practicable, to some other sewage management facility approved by Council.

The provision of toilet facilities in accordance with this clause must be completed prior to commencement of any work on the site.

REASON: To provide adequate and hygienic amenities for people working on the site. (47.11)

GENERAL CONDITIONS

6. The development must be carried out generally in accordance with the application and supporting documents lodged with Council and the Development Plan bearing the Queanbeyan City Council approval stamp, drawn by Peter Byfield and Associates Pty Ltd, dated December 2008 and February 2009, and any amendments shown as notations in red or required by conditions of consent.

REASON: To ensure the development is completed in accordance with the approved plans. (22.01)

7. The building permitted under this consent must be constructed using external walling materials coloured Dulux "Reindeer" and roofing material coloured Colorbond "Jasper".

REASON: To ensure the building is not visually obtrusive and that it is compatible with the natural and built environments in the locality. (22.03)

8. No vehicular access to the subject land shall be permitted via Jerrabomberra Hill Road, located to the north (rear) of the subject land.

REASON: To prevent vehicular traffic from adversely impacting upon open space located to the north of the subject land. (22.10)

9. The development shall be completed in accordance with the recommendations of the report submitted in support of the proposed development titled, *Site Classification & Slope Stability Risk Assessment*, prepared by ACT Geotechnical Engineers Pty Ltd, dated November 2008.

REASON: To ensure the development is carried out appropriately, having regard to the geotechnical characteristics of the subject land (22.10)

SITE MANAGEMENT

10. An enclosure or covered skip bin must be placed wholly within the boundaries of the site into which unused and waste materials must be placed.

REASON: To prevent contamination of the surrounding areas by wind born debris. (26.01)

11. Run-off and erosion and sediment controls must be installed onsite to prevent soil erosion, water pollution or the discharge of loose sediment on surrounding land by:-
- (a) diverting uncontaminated run-off around cleared or disturbed areas;
 - (b) erecting a silt fence in accordance with the requirements of Council's DCP No 41 - Soil, Water and Vegetation Management Plans;
 - (c) preventing tracking of sediment by vehicles onto roads;
 - (d) stockpiling topsoil, excavated material, construction and landscaping supplies and debris within the site;
 - (e) where any material is stockpiled onsite erosion control and siltation fencing must be installed adjacent to the toe of the mound;
 - (f) removal or disturbance of vegetation and top soil is confined to within 3m of the approved building area; and
 - (g) the erosion and sediment control measures must be maintained in a good order until the excess excavation materials have been removed from the site.

REASON: To prevent soil erosion and water pollution. (26.03)

12. Any works associated with the construction and/or establishment of this development must ONLY be carried out between the following hours:

Weekdays:	7.00am to 6.00pm
Weekends/Public Holidays	8.00am to 4.00pm

Note: To undertake works involving the use of equipment which creates an offensive noise is a breach of the provisions of the Protection of the Environment Operations Act 1997 and Regulations thereunder.

REASON: To ensure a noise problem does not result from the development and the impact on the local amenity is minimised. (26.07)

13. The footway or nature strip must not be used for storage of materials or disturbed by construction activities except for:
- (a) providing a temporary footway crossing;
 - (b) access to the site via a stabilised construction access only;
 - (c) installation of services;
 - (d) essential formation and regrading of the site associated with works; and
 - (e) the storage or disposal of any materials is prohibited.

REASON: To prevent unnecessary disturbance to the footway and minimise trafficking of soil onto the roadway. (26.09)

14. In the event of any damage being caused to any existing kerb, guttering, stormwater pit, footpath trees and/or footpath during building operation, the applicant must repair or reimburse Council for the full cost of restoration.

REASON: To prevent damage to Council's public footway area and require payment to Council where damage occurs. (26.10)

15. All excess excavation material must be removed from the site and disposed of at an approved landfill site.

REASON: To ensure the proper disposal of waste materials. (26.14)

BUILDING

16. All building work must be carried out in accordance with the provisions of the *Building Code of Australia*.

REASON: To ensure all building work is carried out in accordance with legislative requirements. (24.01)

17. Residential building work within the meaning of the Home Building Act 1989 must not be carried out unless the principal certifying authority for the development to which the work relates (not being the council) has given the council written notice of the following information:

- a) in the case of work for which a principal contractor is required to be appointed:
 - (i) the name and licence number of the principal contractor, and
 - (ii) the name of the insurer by which the work is insured under Part 6 of that Act,
- b) in the case of work to be done by an owner-builder:
 - (i) the name of the owner-builder, and
 - (ii) if the owner-builder is required to hold an owner-builder permit under that Act, the number of the owner-builder permit.

Note: The amount referred to in paragraph (b) (ii) is prescribed by regulations under the Home Building Act 1989. As at the date on which this Regulations was gazetted that amount was \$5,000. As those regulations are amended from time to time, so that amount may vary.

A certificate purporting to be issued by an approved insurer under Part 6 of the Home Building Act 1989 that states that a person is the holder of an insurance policy issued for the purposes of the Part is, for the purposes of this clause, sufficient evidence that the person has complied with the requirement of that Part.

REASON: To ensure that the building work complies with the requirements of Home Building Act and Regulations. (24.03)

18. All excavations, backfilling and other activities associated with the erection or demolition of a building must be executed safely and in accordance with appropriate professional standards.

REASON: To ensure that all construction activity associated with the development does not pose a hazard to life or property. (24.04)

19. **Excavations or fill extending to within one (1) metre of boundary or adjacent to an easement must be supported by retaining wall/s. Erection of retaining walls is not permitted within an easement.**

REASON: To ensure that excavated areas are adequately retained. (24.05)

20. **Retaining walls in excess of one (1) metre high must be designed and certified by a practising structural engineer.**

REASON: To ensure that excavated or filled areas are supported by structurally sound walls. (24.06)

21. **The building must be set out by a Registered Surveyor referring to the datum shown on the approved plans. A survey plan that identifies the location of the building in relation to the allotment boundaries must be prepared upon completion of the base course brickwork and then be submitted to the Principal Certifying Authority (PCA). Where Council is not the PCA, a copy of the survey plan must be forwarded to Council.**

REASON: To ensure building has been sited in accordance with the approved plans. (24.21)

22. **The decks adjoining the approved dwelling house's billiards and living rooms shall incorporate piers footings, provided so as to minimise interference with the root systems of adjacent trees proposed to be retained.**

REASON: To minimise the likelihood of negative impacts of construction on adjacent trees proposed to be retained. (24.29)

CARPARKING AND ACCESS

23. **The driveway within the property must maintain a clearance not less than one metre from the water service or the water service must be relocated by Council at no cost to Council.**

REASON: To ensure such service is not damaged by vehicle movements. (27.07)

24. **Provision of a 100 mm high kerb along the southern edge of the driveway.**

REASON: To prevent stormwater run-off from the driveway entering No. 15 Kalang Place and improve safety for vehicles reversing from the garages. (27.14)

25. **The surface of approved driveway facilities shall be at least 100mm below the base of any weep-holes in any adjoining structure (including retaining walls).**

REASON: To ensure adequate drainage and/or sub-floor ventilation of structures adjoining sealed driveway facilities, and to ensure consistency with Council's Development Control Plan 27F – Jerrabomberra Heights, North Terrace and Jerrabomberra Park. (27.14)

LANDSCAPING

26. Landscaping must be extended to include the levelling, topsoiling and turfing or grass seeded hydro mulching of the footway between the property boundary and the street kerb and gutter.

Landscaping structures including retaining walls, hard stand and gravel surfaces are prohibited on the footway or verge area.

REASON: To ensure that public areas to the front of the site which may have been damaged in the course of development are repaired and to ensure public areas to the street frontage provide an attractive urban landscape. (28.03)

27. All disturbed areas must be established with grass seeded hydro mulching, turfing or other approved surface treatments.

REASON: To limit the impact of development and provide an attractive urban landscape. (28.04)

28. Maximum slope of cut and fill batters must be 1 in 4 (25%) unless rock faced. Landscaped slopes steeper than 1 in 4 must have retaining walls.

REASON: To reduce soil erosion, provide stability to excavated area and to allow for future maintenance. (28.07)

29. Trees nominated to be retained on the approved plan must be protected by cyclone/chain mesh fence as shown in red on the approved plan. Such fence must:

- (a) extend around the drip line of the tree
- (b) be erected prior to commencement of work; and
- (c) remain in place until a Certificate of Occupation has been issued on the development.

REASON: To offer protection to the trees including the extent of root system from inadvertent damage during construction stage. (28.08)

30. The four existing trees marked with a red "X" on the approved site plan shall be removed.

REASON: To ensure consistency between the approved site and landscape plans and avoid tree removal being necessitated by the undermining effects of adjacent development. (28.15)

POOLS

31. The pool filter must only operate between 7.00am and 8.00pm weekdays and between 8.00am and 8.00pm on weekends and public holidays. Where the filter is located within five (5) metres of an adjoining dwelling, the filter must be enclosed within a soundproof enclosure.

REASON: To ensure that noise from the swimming pool filtration unit does not create an "offensive noise" to the occupants of adjoining properties. (31.01)

32. **Waste water from the pool must be discharged through a yard gully connected to Council's sewer main. Minimum 50mm air gap is to be provided between overflow level of yard gully and discharge pipe. An inspection by Council is required to ensure correct installation.**

REASON: To ensure that adequate levels of health and amenity are provided by the disposal of pool waste water to the sewer. (31.02)

33. **Pool fencing, including an outward opening, self-closing and self-latching gates, must be installed in accordance with the following:**
- (a) **Brush, lattice or similar types of fencing providing footholds are not permitted to be used.**
 - (b) **The outdoor swimming pool must be totally surrounded by a fence that separates it from all other parts of the premises and adjoining premises.**
 - (c) **Fencing must comply with the Swimming Pools Act, 1992 and be inspected by an authorised Council officer before the pool is filled to depth greater than 300mm. Please contact Councils Environmental Section to arrange an inspection.**

REASON: To ensure compliance with the Swimming Pools Act 1992 and AS 1926-1986. (31.03)

34. **A warning sign complying with the provisions of clauses 10 (a), 10 (b), 10 (c) and 10 (d) of the Regulations under the Swimming Pools Act 1992 must be erected in a prominent position in the immediate vicinity of the swimming pool.**

Note: Such signs are available from Council at a reasonable cost.

REASON: To provide safety instructions in the event of an emergency. (31.03A)

35. **A pool cover is to be provided and used when the pool is not in use.**

REASON: To minimise the evaporation of water. (31.06)

36. **The current stage 3 water restrictions do not permit the filling of pools from the reticulated water supply. Proof of purchase of the water is to be submitted to Council and is to indicate the place of origin of the water.**

REASON: To comply with the current stage 3 water restrictions. (31.07)

SAFE DESIGN

37. **The dwelling is to be clearly identified by a street number. Street numbers should be made of a durable material, be at least 7cm in height and positioned at a height between 0.6m-1.5m above ground level on the site boundary that fronts Kalang Place.**

REASON: To ensure that buildings are clearly identified by street number to allow people and services (especially emergency services) to find the building easily. (40.08)

ENVIRONMENTAL RISKS

38. **Temporary vehicle access to the site must be stabilised to prevent the tracking of sediment onto the roads and footpath. Soil, earth, mud or similar materials must be removed from the roadway by sweeping, shovelling, or a means other than washing, on a daily basis or as required. Soil washings from wheels must be collected and disposed of in a manner that does not pollute waters.**

REASON: To minimise transfer of soil from the site onto the road pavement. (49.04)

CONDITIONS TO BE SATISFIED BEFORE OCCUPATION OF THE BUILDING

39. **An Occupation Certificate must be obtained from a Principal Certifying Authority before occupation or use of the building. The final Occupation Certificate will not be issued until the development has been completed in accordance with this consent.**

REASON: To comply with Section 109M of the Environmental Planning and Assessment Act 1979. (42.01)

40. **Construction of a concrete footpath 1.2 metres wide along the adjacent pathway, on a maximum grade of 1 in 7 and including small sets of steps where required similar to the existing steps at the end of the existing path, shall be satisfactorily completed prior to occupation of the development or within 12 months of the issue of an Interim Occupation Certificate.**

REASON: To provide satisfactory pedestrian access to the residence and adjoining reserve. (42.07)

41. **The development approved under Queanbeyan City Council development consent 438-2008 shall be constructed in compliance with the NSW BASIX Certificate issued on 17 December 2008 and numbered 227403S.**

REASON: To ensure compliance with the requirements of the NSW BASIX certification process. (42.10)

42. **All landscape works must be completed in accordance with the landscape plan prior to occupation of the premises or within 12 months of the issue of an Interim Occupation Certificate.**

REASON: To ensure an adequate standard of landscaping is achieved. (42.15)

OTHER APPROVALS (Section 78A(5) Environmental Planning & Assessment Act 1979 as amended):

Section 68 Local Government Act 1993

CARRY OUT WORK TO WATER, METER, DRAINAGE, SEWER,

PLUMBING AND DRAINAGE

43. The development must be carried out in accordance with the requirements of the Local Government (General) Regulations 2005, AS 3500 Plumbing and Drainage Code and the New South Wales Code of Practice – Plumbing and Drainage, with such works performed by a person licensed by the NSW Department of Fair Trading.

REASON: To ensure compliance with the Local Government (General) Regulation 2005. (35.01)

44. Plumbing and Drainage must be inspected by Queanbeyan City Council at the relevant stages of construction in accordance with Council's inspection schedule.

REASON: To ensure compliance with AS 3500 Plumbing and Drainage and Council's inspection schedule. (35.02)

45. The floor level of areas with fixtures connected to sewer must be at least 150mm above overflow level of yard gully.

Note: Surface water must be prevented from gaining access to yard gully.

REASON: To ensure any sewer surcharge occurs outside the building. (35.08)

46. All new hot water installations must deliver hot water at the outlet of all sanitary fixtures used primarily for personal hygiene purposes at a temperature not exceeding 50° Celsius.

REASON: To prevent scalding. (35.11)

47. All stormwater generated within the eastern part of the property must be trapped and piped to the street gutter and must include a grated drain a minimum width of 150 mm across the driveway at the property boundary

REASON: To provide a satisfactory standard of stormwater disposal. (35.14)

48. Due to local climatic conditions, hot and cold water supply piping installed in the following areas of the building must be surrounded by an appropriate thickness of insulation, as prescribed by AS 3500, Plumbing and Drainage:

- (a) unheated roof spaces;
- (b) unheated cellars;
- (c) locations near windows, ventilators or external doors where cold draughts are likely to occur;
- (d) locations in contact with cold surfaces such as metal roof, metal framework, or external metal cladding materials.

REASON: To prevent the water service being damaged by water freezing within the pipes. (35.21)

49. **The water storage tank is not to be directly connected with the potable water supply, but may have an indirect connection for "topping up" from the potable water supply. The indirect connection must be by means of a visible air gap external to the water storage tank.**

REASON: To prevent the possibility of cross contamination with Council's reticulated water supply. (35.22)

50. **Where it is proposed to use water from the tank within the building, it must only be supplied by a separate plumbing system and fixtures. Under no circumstances is it to be cross connected to the potable water supply.**

REASON: To prevent the possibility of cross contamination with Council's reticulated water supply. (35.23)

51. **The existing catch drain to remain west of the end of the driveway.**

REASON: To maintain the existing stormwater drainage of the western part of the lot. ****. (35.26)

RIGHT OF APPEAL

If you are dissatisfied with this decision section 97 of the *Environmental Planning and Assessment Act 1979* gives you the right to appeal to the Land and Environment Court within 12 months after the date on which you receive this notice.

** s97 of the Environmental Planning and Assessment Act 1979 does not apply to the determination of a development application for State significant development or local designated development that has been the subject of a Commission of Inquiry.*

REVIEW OF DETERMINATION

Section 82A of the *Environmental Planning and Assessment Act 1979* provides that an applicant may request the Council to review a determination of their application. A request for review must be received within 12 months of the date of determination. In reviewing the determination Council may confirm or change its determination. A fee applies to all applications for review.

SIGNED on behalf of the consent authority

M J THOMPSON
DIRECTOR ENVIRONMENTAL SERVICES

PER

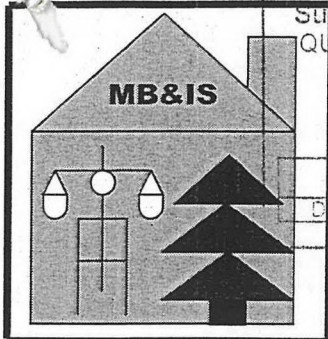

27-Mar-2009

NOTE

No consent for tennis court

The report submitted in support of the proposed development, titled *Site Classification and Slope Stability Risk Assessment*, prepared by ACT Geotechnical Engineers Pty Ltd and dated November 2008, refers to the subject development including a proposed tennis court. No tennis court is depicted by the approved plans, therefore this consent does not relate to any proposed tennis court on the subject land. (43.06)

QBU



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QUEANBEYAN CITY COUNCIL

06 MAY 2011

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17 Ingleside Road
Karabar NSW 2620
Phone: (02) 6297 2634
Fax: (02) 6297 6914

OCCUPATION CERTIFICATE

UNDER ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979
AMENDED SECTIONS 109(c) and 109(h)

MOLONGLO BUILDING AND INVESTIGATION SERVICES

OCPR1-30-20

115/2 Endeavour House
Capt. Cook Crescent
Manuka ACT5 2603
Mobile: 0401 298 565
e-mail: kglhopkins@yahoo.com.au

PROPERTY DETAILS

Lot No: 389 DP : 864750 Street No: 28
Street Name: Kalang Place
Jerrabomberra NSW 2619

OWNER DETAILS

Name: [REDACTED]
Address: [REDACTED]
Phone: [REDACTED]

APPLICANTS DETAILS

Name: Ingold Constructions P/L
Viv Ingold
Signature: *Viv Ingold*
Date: 26/05/11

Phone: 0412 655 452

BUILDING DETAILS

Whole of Building or Part of Building Whole

Use Class of Building one
(AS DEFINED IN BUILDING CODE OF AUSTRALIA) 1a, 10b

New: Dwelling and In ground Swimming Pool

DEVELOPMENT DETAILS

Development Consent No: 438-2008
or
Complying Development Certificate No:
Date of Issue: 27/03/2009

Date of Determination: 10/09/2009

Construction Certificate No: 438-2008CC

TYPE OF CERTIFICATE SOUGHT

INTERIM ****

OR

FINAL

REASON(S) FOR REFUSAL

ATTACHMENTS

FINAL

APPROVED

REFUSED

CERTIFICATE

CERTIFICATES

INTERIM

FINAL

Mr Kenyon Hopkins certifies that:
He has been appointed the principal certifying authority under 109E.
A Development Consent or Complying Development Certificate is in force with respect to the building.
A Construction Certificate has been issued with respect to the plans and specification for the building.
The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.
Where required, a final Fire Safety Certificate has been issued for the building.
Where required, a report from the Commissioner of Fire Brigades has been considered.

Mr Kenyon Hopkins certifies that:
He has been appointed the principal authority under 109C.
He has taken into consideration the health and safety of the occupants of the building.
A Development Consent or Complying development certificate is in force with respect to the building.
A Construction Certificate has been issued with respect to the plans and specifications for the building.
The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.
Where required a final Fire Safety Certificate has been issued for the relevant part of the building.
Where required a report from the Commissioner of Fire Brigades has been considered.

K Hopkin

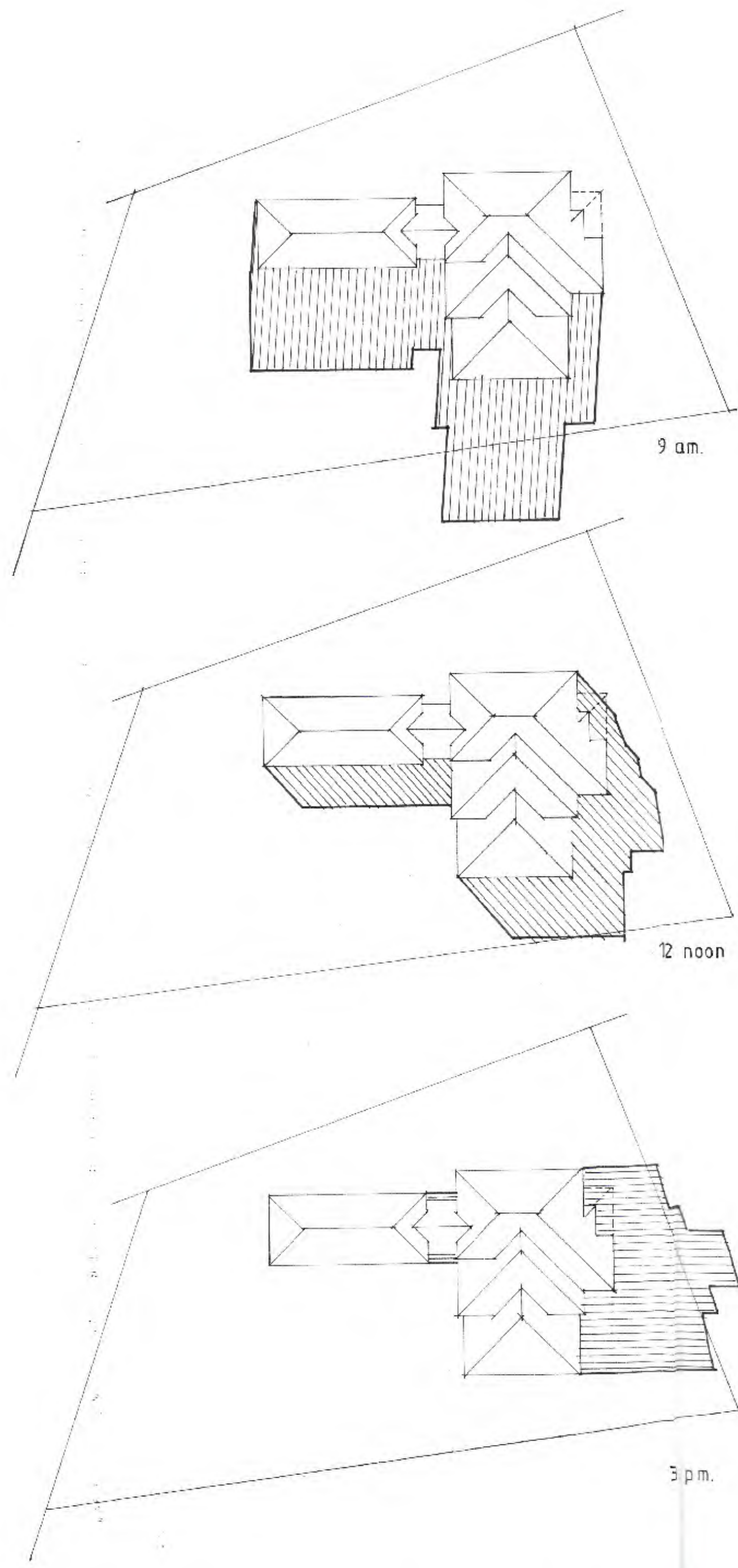
PRINCIPAL CERTIFYING AUTHORITY SIGNATURE

Reg1425
Date:

PRINCIPAL CERTIFYING AUTHORITY SIGNATURE

Reg1425
Date: 26/05/2011

OCPR1-30-2011

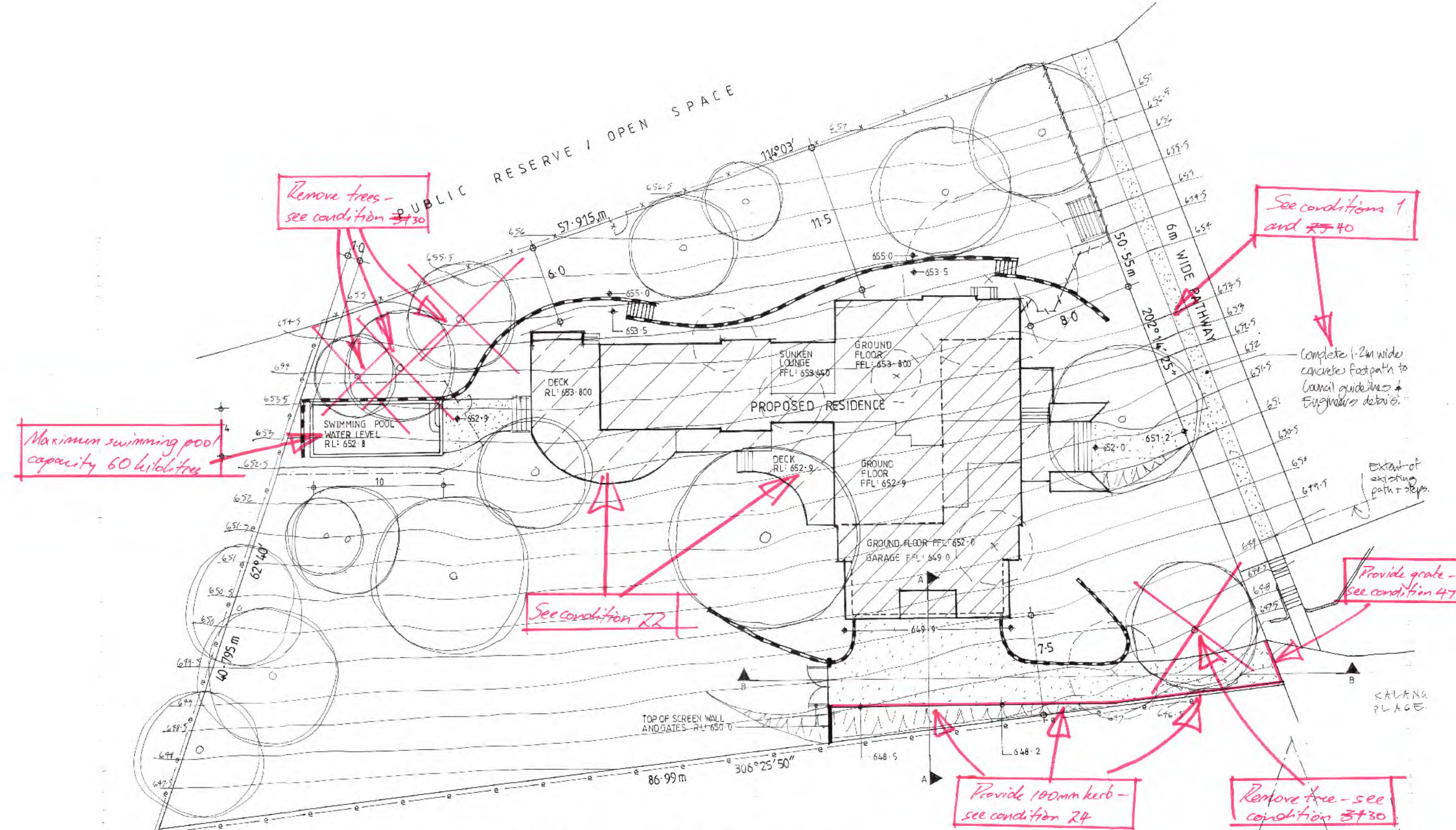


SHADOW DIAGRAMS
Worst case shown - 21 June - winter solstice

BASIX NOTES

- WATER**
- 50000 Litre rainwater tank collecting 100% of roof water with connections to gardens, toilets & Laundry
 - 3 star rated showerheads
 - 4 Star rated toilets
 - 6 star rated taps
 - Greywater diversion system to be collected from laundry & Bathrooms With connection to gardens
 - Maximum 60 kilolitre pool to have timer & cover fitted and to be solar heated
- THERMAL COMFORT**
- R1.5 insulation to external walls
 - Foil + R1.5 insulation to lightweight external walls
 - R3.5 ceiling insulation
 - R1.5 insulation to walls between house & subfloor
 - R1.5 insulation to ceiling / floor between house & Garage
 - R1.5 insulation to Walls between house & garage

- R1.5 Insulation to walls between house & Roofspace
 - Foil + R1.0 insulation blanket to underside of roof
 - Weatherstripping to all external doors including internal access from garage
 - Light wall & medium roof colours
- ENERGY**
- Solar Gas boosted HWS with REC's 31-35
 - Ducted rangehood to kitchen with manual on off switch
 - Ducted exhaust fans to bathrooms with manual on/off switch
 - 3 phase reverse cycle ducted zoned airconditioning with EER 2.5-3.0
 - Permanent indoors & outdoors clothesline
 - Compact fluorescent, fluorescent or LED lights throughout
 - Minimum 1.5 Peak Kilowatt Photovoltaic system to be installed and connected to development's electrical system.
 - Well ventilated fridge space
 - Gas cooktop & gas oven



LEGEND

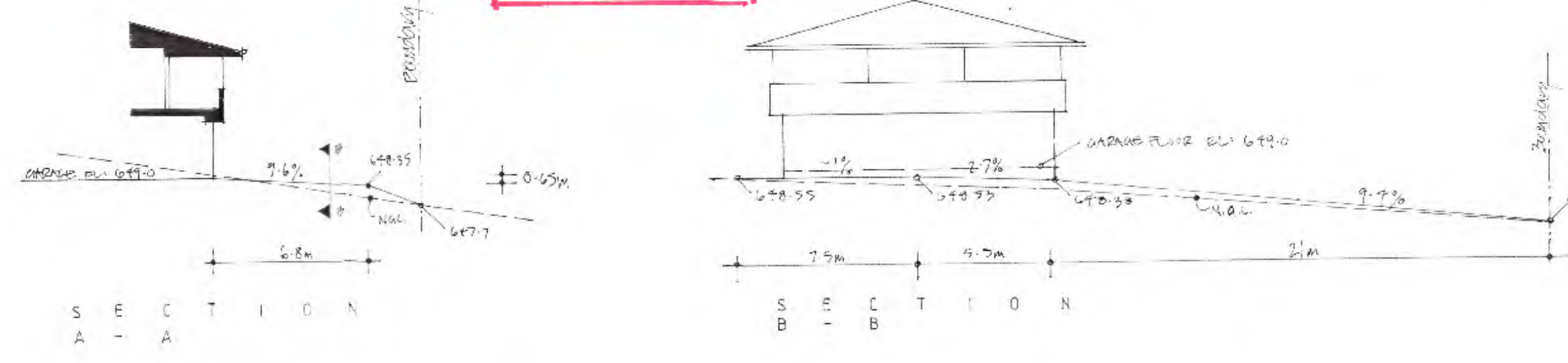
- Proposed retaining wall to Engineers detail.
- Proposed stabilized bank to Engineers detail.
- Hard paved/concrete surface to Engineers detail.
- Existing tree to be retained and protected during construction.
- Existing tree to be removed.
- Clashes the location - screened from public view.
- Existing boundary fence to be retained.
- 1.3m tall black powdercoated chainwire mesh fence+gate.
- 1.0m tall lapped, + capped timber paling fence+gate.
- 1.2m tall pool fence to AS 1926

SITE PLAN

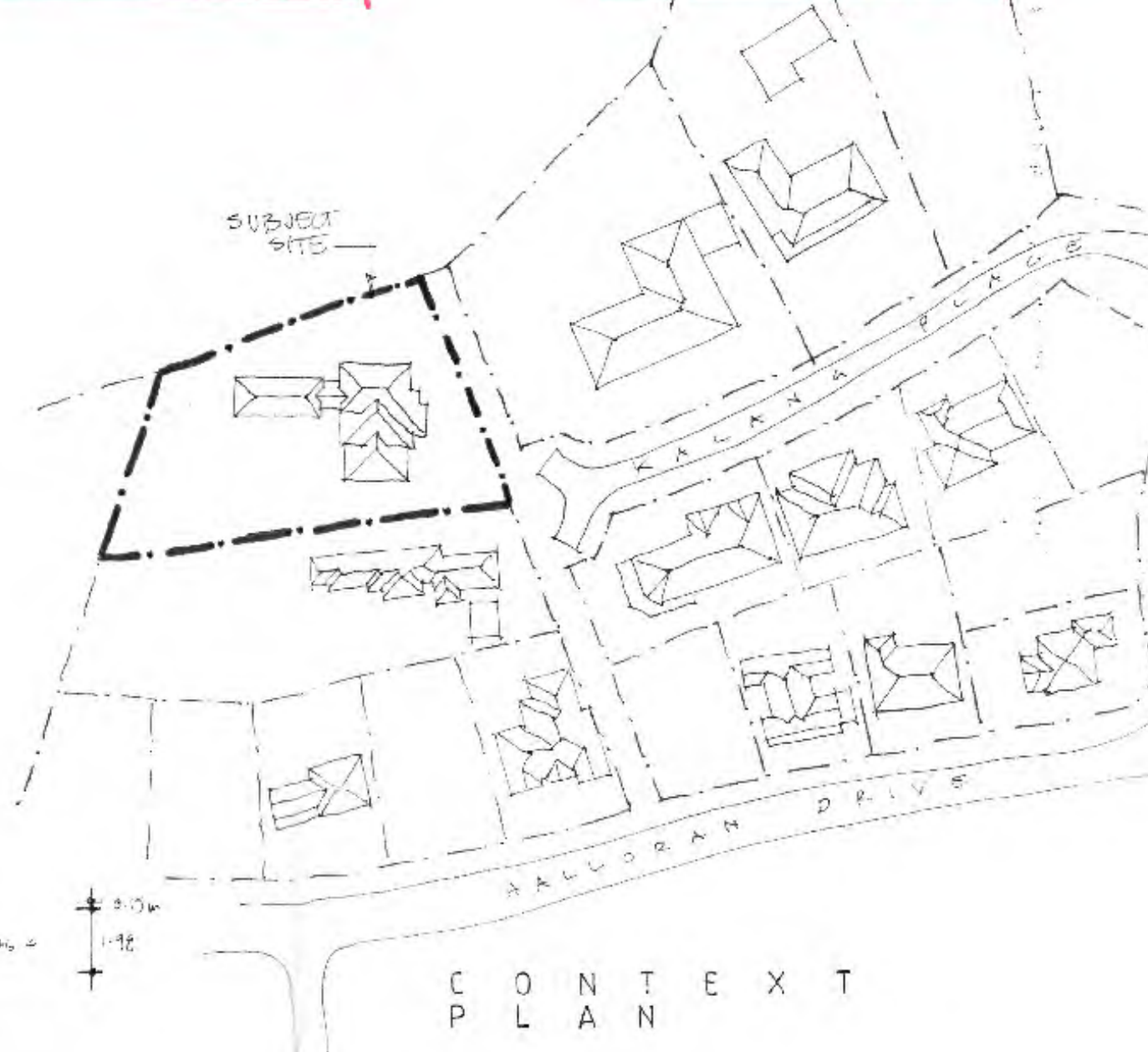
AREAS

HOUSE	657.4 m ²
DECKS	130.0 m ²
DRIVEWAY	116.0 m ²
PATHS	40.0 m ²
POOL	40.0 m ²
TOTAL	817.4 m²

See condition 29



DRIVEWAY CROSS SECTIONS



CONTEXT PLAN

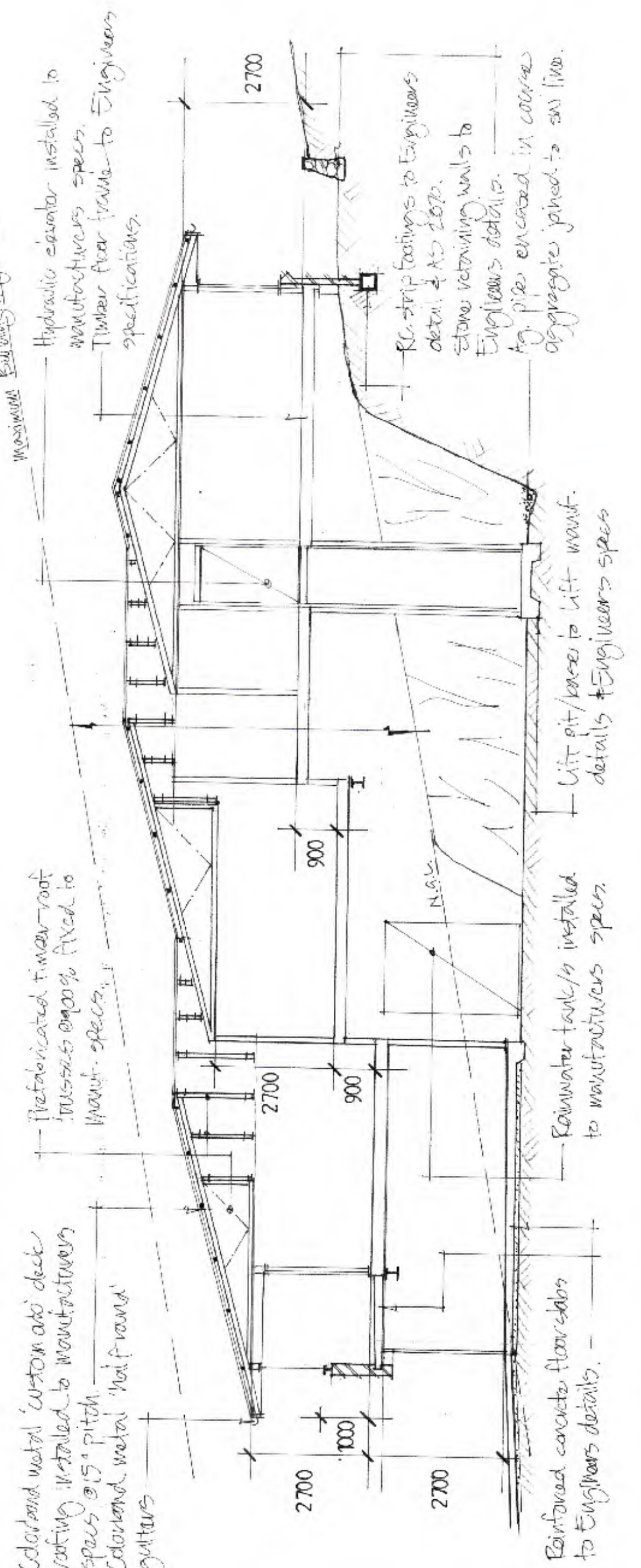
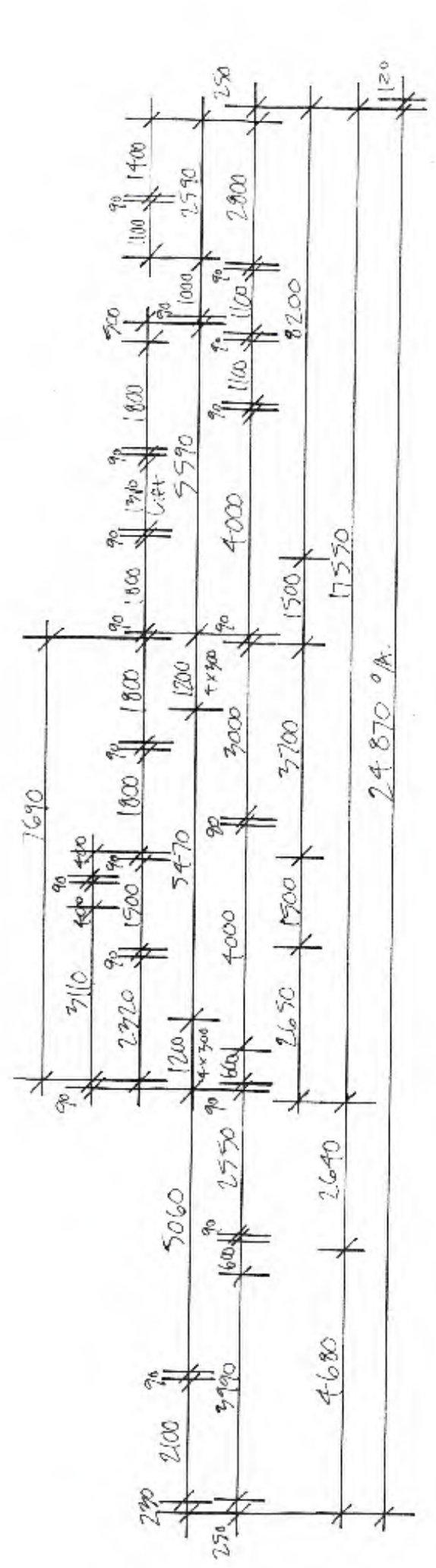
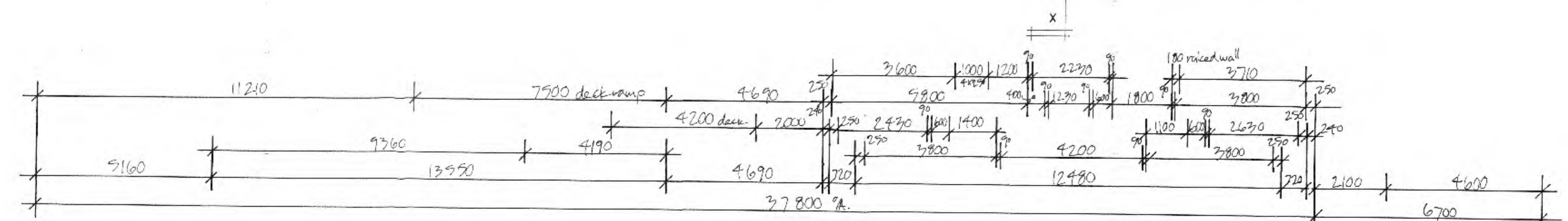
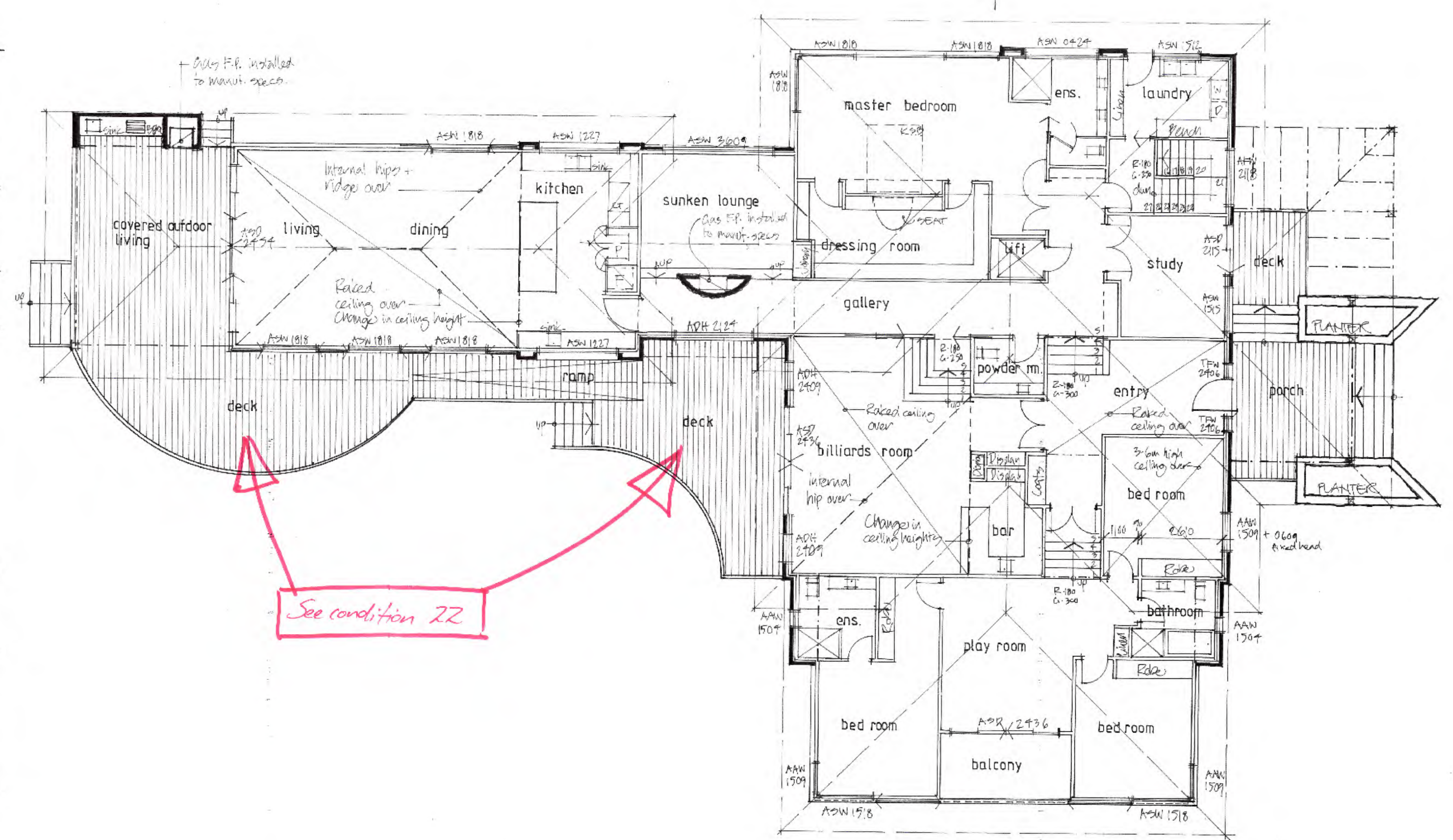
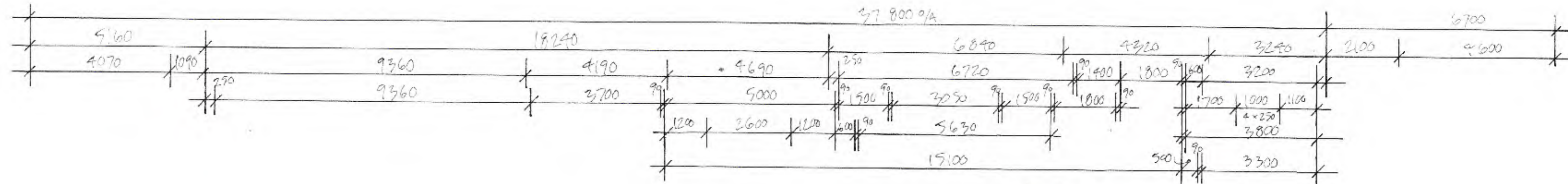
QUEANBEYAN CITY COUNCIL
Approve of Plan of Development under the Environmental Planning and Assessment Act 1979 (as amended)
Development # 438-2008
Consent No. [blank]
Date: 27 MAR 2009
The Approved Plan is to be read and complied with in conjunction with Council's development consent.
Signature: [Signature]

PETER BYFIELD + Associates p/l
Suite A, 34 Taylor Street
ANNANDALE NSW 2038

copyright
T. 02 9660 2255
F. 02 9660 2254
pb-a.com.au

PROPOSED RESIDENCE
For [redacted]
At 28 Kalang Place,
Lot 389 DP 864750 JERRABOMBERRA

Scale 1:500 & 1:200
Date Dec. 2008
Project # 1257
Dwg# 1 of 3



GROUND LEVELS FLOOR PLAN

AREAS	HOUSE	461.4 m ²
	DECKS	130 m ²

BASIX NOTES

- WATER**
- 50000 Litre rainwater tank collecting 100% of roof water with connections to gardens, toilets & Laundry
 - 3 star rated showerheads
 - 4 Star rated toilets
 - 6 star rated taps
 - Greywater diversion system to be collected from laundry & Bathrooms With connection to gardens
 - Maximum 60 kilolitre pool to have timer & cover fitted and to be solar heated
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- R15 insulation to external walls
 - Foil + R15 insulation to lightweight external walls
 - R3.5 ceiling insulation
 - R15 insulation to walls between house & sub-floor
 - R15 insulation to ceiling / floor Between house & Garage
 - R15 insulation to Walls between house & garage
 - R15 Insulation to walls between house & Rumpouse
 - Foil + R10 insulation blanket to underside of roof
 - Weatherstripping to all external doors including internal access from garage
 - Light wall & medium roof colours
- ENERGY**
- Solar Gas boosted HWS with REC's 31.35
 - Ducted rangehood to kitchen with manual or off switch
 - Ducted exhaust fans to bathrooms with manual on/off switch
 - 3 phase reverse cycle ducted zoned air conditioning with EER 2.5-3.0
 - Permanent indoors & outdoors clothesline
 - Compact fluorescent, fluorescent or LED lights throughout
 - Minimum 1.5 Peak Kilowatt Photovoltaic system to be installed and connected to development's electrical system.
 - Well ventilated fridge space
 - Gas cooktop & gas oven

Assessor #	20014	Certificate #	47232256	Issued	17 Dec 2008
Thermal Performance Specifications					
U-value	Walls	0.15	Roof	0.15	Floor
U-value	Windows	0.8	Doors	0.8	Garage
U-value	Pool	0.8	Pool	0.8	Pool
U-value	Pool	0.8	Pool	0.8	Pool
U-value	Pool	0.8	Pool	0.8	Pool



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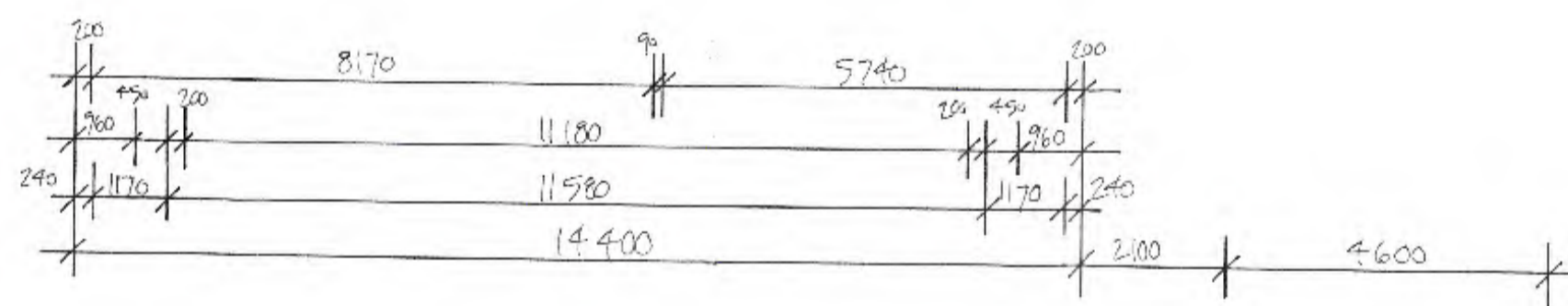
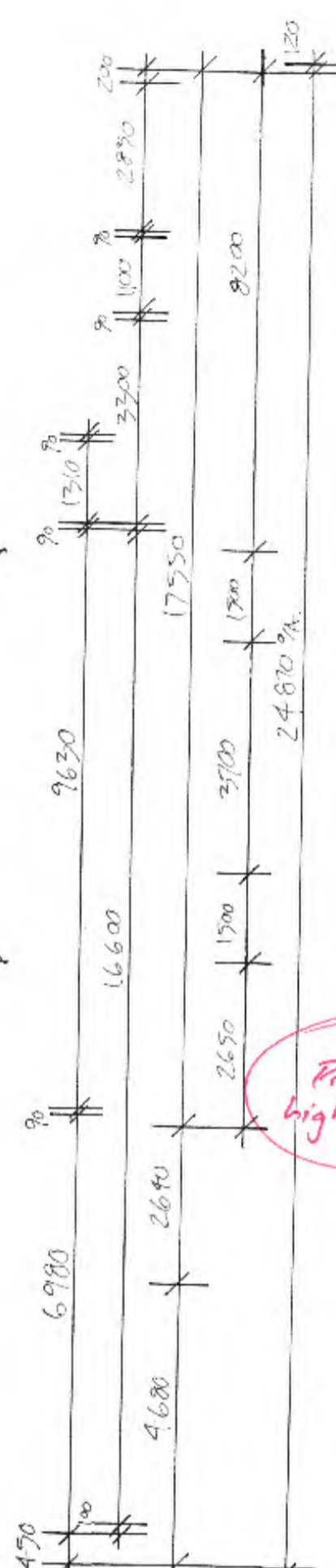
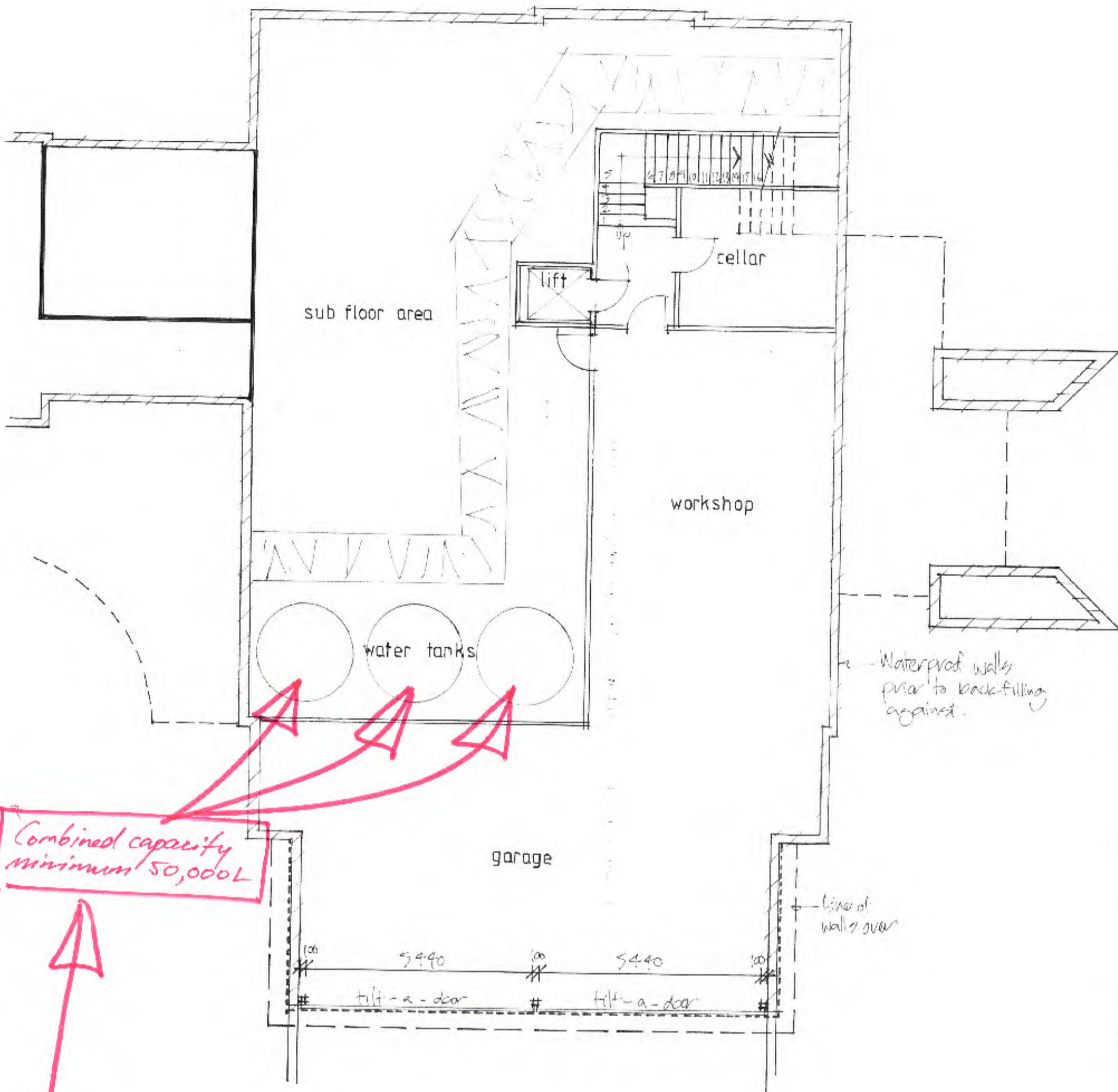
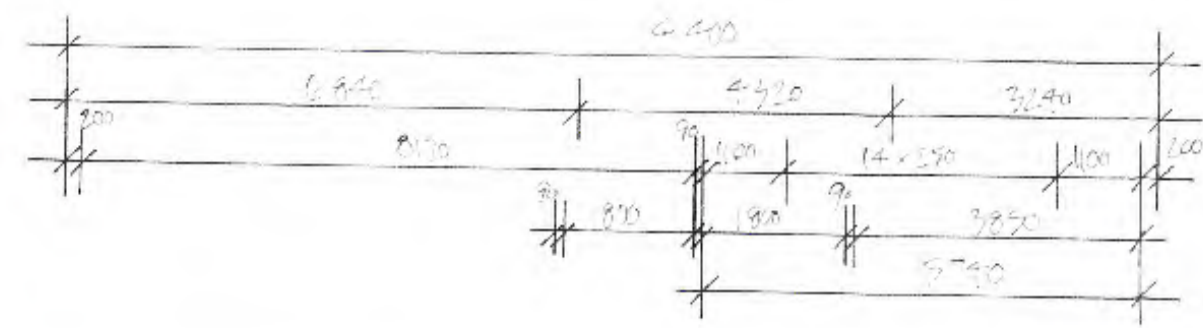
PROPOSED RESIDENCE
At 28 Kalang Place,
Lot 389 DP 864750 JERRABOMBERRA

Scale 1:100
Date Dec. 2008
Project # 1257
Dwg# 2 of 3

QURANGBYAN CITY COUNCIL
Approval of Plan of Development under the
Environmental Planning and Assessment Act
1979 (as amended)
Development Consent No. 438-2008
Date: 27 MAR 2009

The Approved Plan is to be read and
complied with in conjunction with Council's
conditions of development consent.
Signature: [Signature]

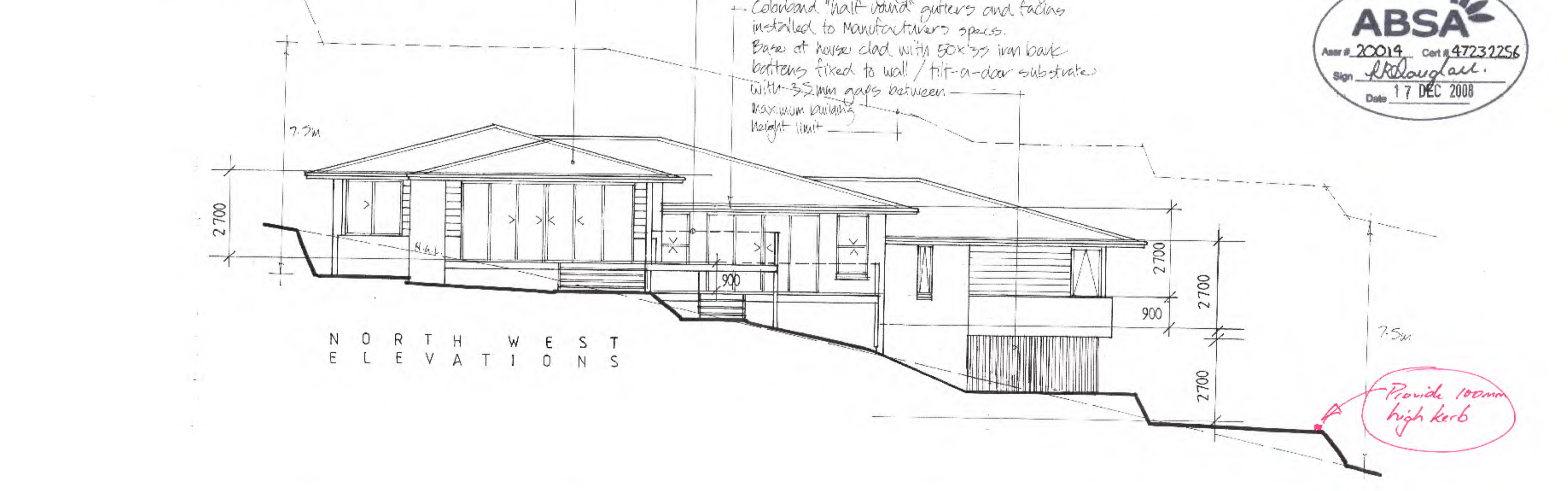
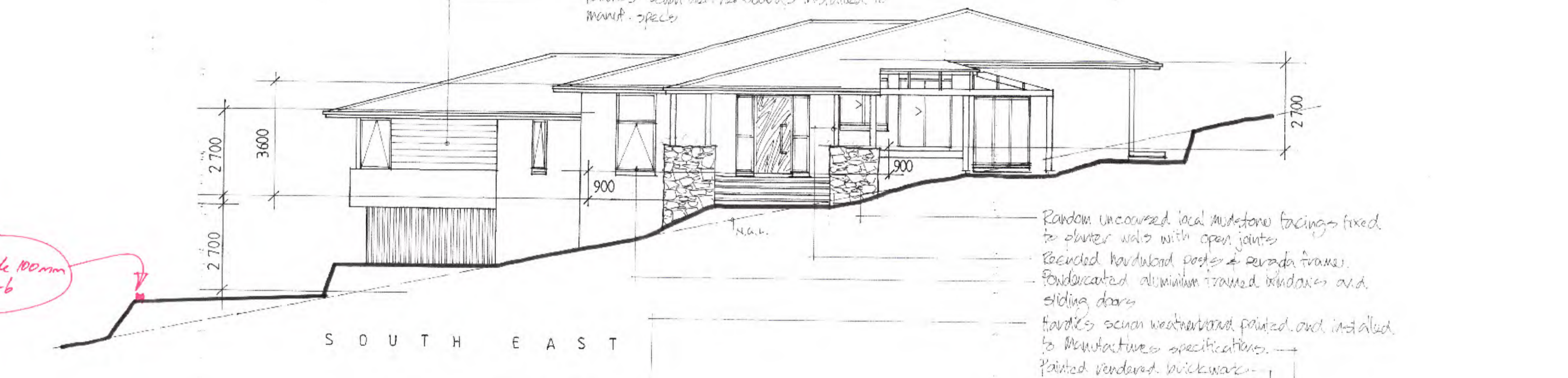
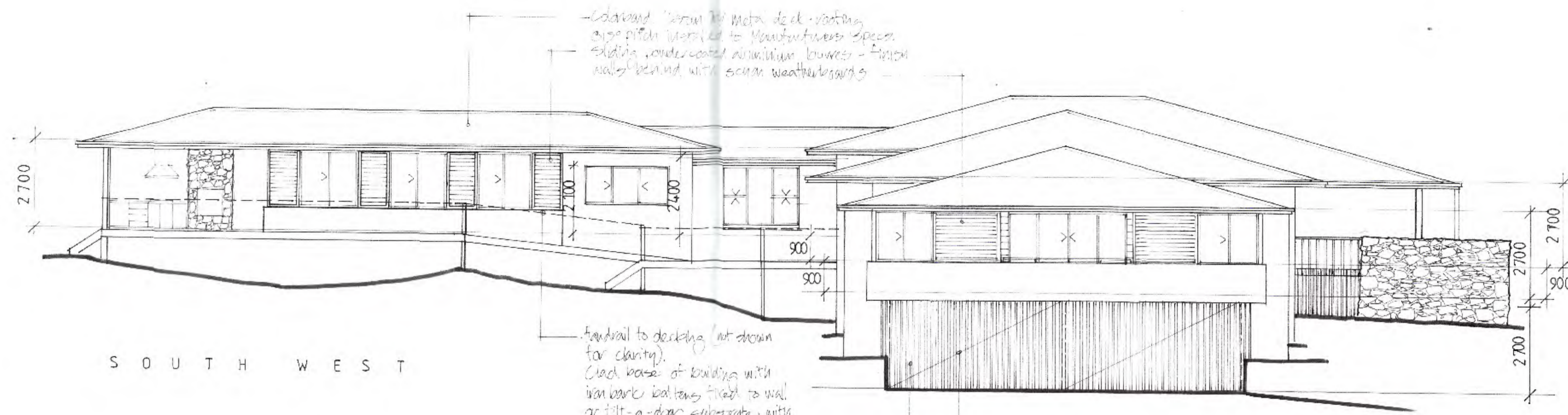
SECTION XX



LOWER LEVEL PLAN
AREA 171.4 m²

BASIX NOTES

- WATER**
- 50000 Litre rainwater tank collecting 100% of roof water with connections to gardens, toilets & Laundry.
 - 3 star rated showerheads
 - 4 Star rated toilets
 - 6 star rated taps
 - Greywater diversion system to be collected from laundry & Bathrooms With connection to gardens
 - Maximum 60 kilolitre pool to have timer & cover fitted and to be solar heated
- THERMAL COMFORT**
- R1.5 insulation to external walls
 - Foil + R1.5 insulation to lightweight external walls
 - R3.5 ceiling insulation
 - R1.5 insulation to walls between house & subfloor
 - R1.5 insulation to ceiling / floor Between house & Garage
 - R1.5 insulation to Walls between house & garage
 - R1.5 Insulation to walls between house & Roofspace
 - Foil + R1.0 insulation blanket to underside of roof
 - Weatherstripping to all external doors including internal access from garage
 - Light wall & medium roof colours
- ENERGY**
- Solar Gas boosted HWS with REC's 31-35
 - Ducted rangehood to kitchen with manual on/off switch
 - Ducted exhaust fans to bathrooms with manual on/off switch
 - 3 phase reverse cycle ducted zoned airconditioning with EER 2.5-3.0
 - Permanent indoors & outdoors clothesline
 - Compact fluorescent, fluorescent or LED lights throughout
 - Minimum 1.5 Peak Kilowatt Photovoltaic system to be installed *and connected to development's electrical system.*
 - Well ventilated fridge space
 - Gas cooktop & gas oven



QUEANBEYAN CITY COUNCIL
Approval of Plan of Development under the Environmental Planning and Assessment Act 1979 (as amended)
Development # **38-2008**
Consent No. **27 MAR 2009**
The Approved Plan is to be read and complied with in conjunction with Council's consideration of development consent.
Signature: *[Signature]*

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PROPOSED RESIDENCE
For [redacted]
At 28 Kalang Place,
Lot 389 DP 864750 JERRABOMBERRA

Scale 1:100
Date Dec. 2008
Project # 1257
Dwg# 3 of 3

NSW Swimming Pool Register

Certificate of Compliance

Section 22D – Swimming Pools Act 1992

Pool No: 453c4ea5
Property Address: 28 KALANG PL, JERRABOMBERRA NSW 2619
Expiry Date: 16/03/2029
Type Issuing Authority: Jason Daniel Huntly - Registered Certifier - bdc05482

Complied with AS1926 Set 2012.

The swimming pool at the above property complies with Part 2 of the Swimming Pools Act 1992. The issue of this certificate does not negate the need for regular maintenance of the swimming pool barrier to ensure it is compliant with the Swimming Pools Act 1992.

The swimming pool at the above property is not required to be inspected under the inspection program of the local authority while this certificate of compliance remains valid pursuant to Section 22B (3) of the Swimming Pools Act 1992. This certificate ceases to be valid if a direction is issued pursuant to Section 23 of the Swimming Pools Act 1992.

Please remember:

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use

SECTION A. The Application

1. Details of the applicant

Mr Ms Mrs Dr Other:

First name

Family name/Name of company and ABN
Ingold Constructions Pty Ltd

Unit/Street no.
39

Street name
Parkhill Street

Suburb or town
Pearce

State
ACT

Postcode
2607

2. Details of the property

Unit/Street no.
28

Street name
Kalang Place

Suburb or town
Jerrabomberra

Postcode
2619

Lot no.
389

Section

DP / SP no.
864750

Volume/folio

3. Description of the building

Erection of a dwelling house and ancillary development including swimming pool
(hoist not included in final)

DA: 438-2008 27/03/2009 Modified DA: 438-2008.A 01/05/2026

CC: 438-2008/CC 10/09/2009 Amended CC: 438-2008/A/CC 06/05/2026

4. Class of building

Classification of the building under the Building Code of Australia
Note: If parts of the building will have different classes, include all classes.

1a and 10a

5. Date of the application

18/02/2026

6. Date application received by the principal certifying authority

04/05/2026

SECTION B. Principal certifying authority (PCA)

Name

Accreditation no.

K G Hopkins

BDC0185

Address

Suite 115/2, M Centre, 11 Palmerston Lane

Manuka ACT 2603

SECTION C. Attachments (tick box/s as applicable)

Fire safety schedule

Fire link conversion schedule

Fire safety certificate

Note: See clause 155(3) of the EP&A Regulation 2000 for attachments if the application for the occupation certificate arises solely from a fire link conversion.

SECTION D. Certification

I certify that:


- a current development consent is in force for the building
- a current construction certificate has been issued with a respect to the plans and specifications for the building work that has been carried out
- the building is suitable for occupation or use in accordance with its classification under the Building Code of Australia

a fire safety certificate has been issued for the building*

a report from the Fire Commissioner has been considered*

*Tick as applicable.

Signed


(Must only be signed by the PCA)

SECTION E. Date

Date of this certificate

06/05/2026

SECTION A. The Application

1. Details of the applicant

 Mr Ms Mrs Dr Other:

 First name

 Family name

 Unit/Street no.

 Street name

 Suburb or town

 State

 Postcode

2. Details of the property

 Unit/Street no.

 Street name

 Suburb or town

 Postcode

 Lot no.

 Section

 DP / SP no.

 Volume/folio

2. Description of the proposed development

4. Development consent

 Date of development consent

 Development consent reference no.

 Name of Council

5. Date of the application for construction certificate

6. Date application received by the certifying authority

04/05/2026

SECTION B. Certifying authority

Name

K G Hopkins

Accreditation no.

BDC0185

Address

115/2 M Centre, 11 Palmerston Lane

Manuka ACT 2603

SECTION C. Class of building

Class of the proposed building under the Building Code of Australia.

Note: If parts of the building will have different classes, include all classes.

1a, 10a

SECTION D. Conditions

This certificate is subject to the conditions set out in the attached Schedule of Conditions (tick if applicable)

SECTION E. Attachments (Tick as appropriate)

Fire safety schedule

Fire link conversion schedule

Conditions schedule

SECTION F. Date

Date of this certificate

06/05/2026

SECTION G. Certification

I certify that work completed in accordance with the documentation accompanying the application for this certificate (with such modifications, if any, verified by me as may be shown on that documentation) will comply with the requirements of the *Environmental Planning & Assessment Regulation 2000* as referred to in s.81A(5) of the *Environmental Planning & Assessment Act 1979*.

The documents listed below accompanied the application for this certificate.

Note: The certificate is to be endorsed upon all relevant plans and specifications.

Approved plans pages 1 – 6

SECTION F. Signature*



* Must only be signed by the certifying authority

BASIX NOTES:

Water

1. 5000 litre rainwater tank collecting 100% of roof water with connections to gardens, toilet & Laundry
2. 3 star rated showerheads
3. 4 star rated toilets
4. 6 star rated taps
5. Greywater diversion system to be collected from laundry & bathrooms with connections to gardens
6. Maximum 60 kL/tire pool to have timber & cover filled and to be solar heated

Thermal Comfort

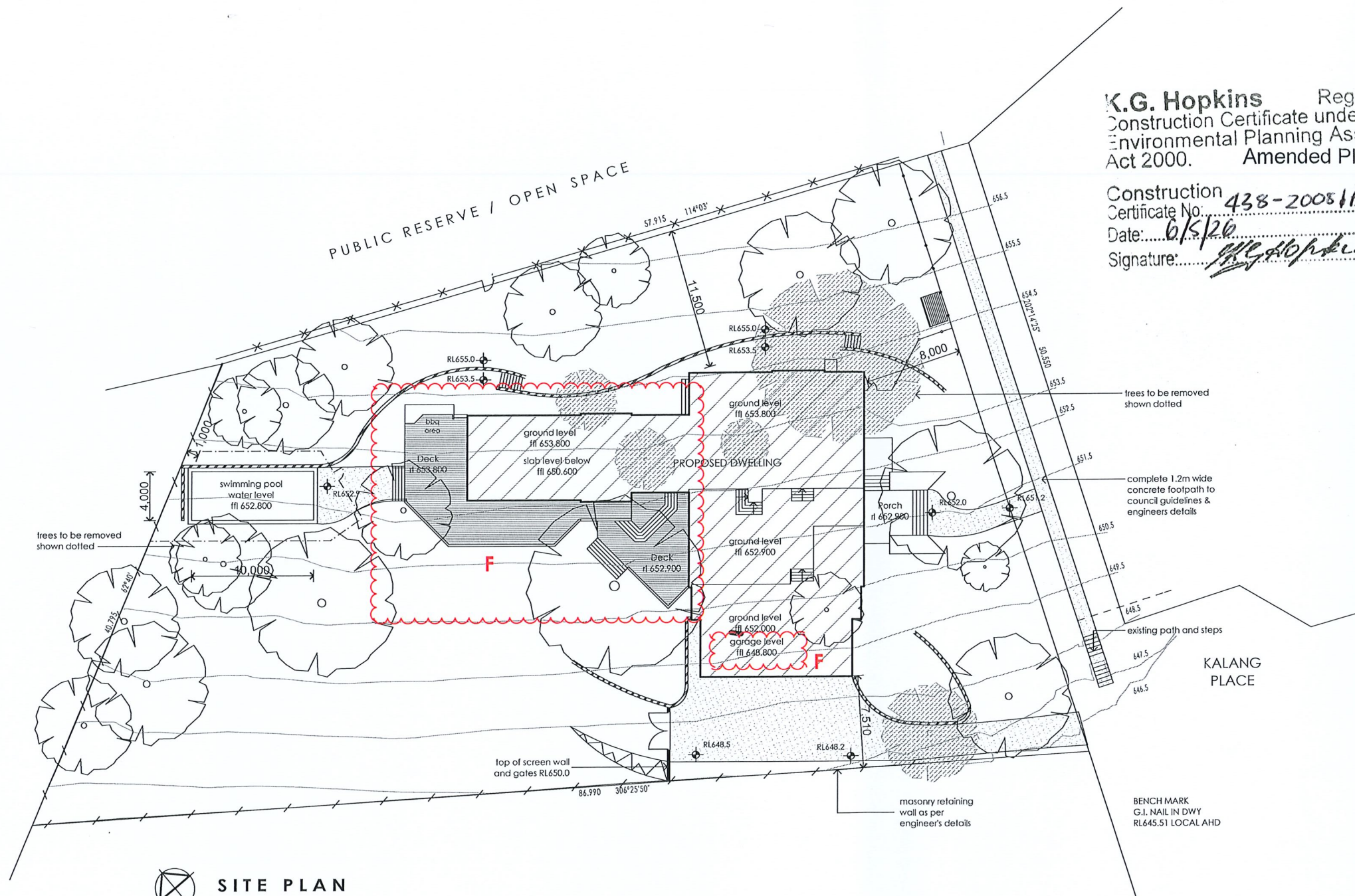
6. R1.5 insulation to external walls
8. Foil + R1.5 insulation to lightweight external walls
9. R3.5 ceiling insulation
10. R1.5 insulation to walls between house & subfloor
11. R1.5 insulation to ceiling / floor between house & garage
12. R1.5 insulation to walls between house & garage
13. R1.5 insulation to walls between house & roofspace
14. Foil + R1.0 insulation blanket to underside of roof
15. Weatherstripping to all external doors including internal access from garage
16. Light wall & medium roof colours

Energy

17. Solar Gas boosted HWWS with REC's 31-35
18. Ducted rangehood to kitchen with manual on/off switch
19. Ducted exhaust fans to bathrooms with manual on/off switch
20. 3 phase reverse cycle ducted zone air conditioning with EER2.5-3.0
21. Permanent indoors & outdoors clothesline
22. Compact fluorescent, fluorescent LED light throughout
23. Minimum 1.5 Peak kilowatt photovoltaic system to be installed
24. Well ventilated fridge space
25. Gas cooktop & gas oven

K.G. Hopkins Reg 0185
 Construction Certificate under Sec 81A(5)
 Environmental Planning Assessment
 Act 2000. Amended Plans

Construction Certificate No: **438-2008A/CC**
 Date: **6/5/20**
 Signature: *[Handwritten Signature]*



LEGEND

- existing tree to be retained and protected during demolition and construction
- existing tree to be removed
- 1.8m high black powder coated chainwire mesh fence gate
- 1.8m high existing lapped and capped timber paling fence
- 1.8m high new lapped and capped timber paling fence & gate
- 1.2m high pool fence to AS1926
- proposed retaining wall to engineers details
- clothesline locations - screened from public view
- dark grey broom finished concrete driveway (body)
- proposed stabilised bank to engineers detail

SITE PLAN

AREAS	Area
House	461.4m ²
Decks	130.0m ²
Driveway	146.0m ²
paths	40.0m ²
pool	40.0m ²
Total	817.4m²

Issue	Date	Event
F	Aug 2011	Basement Floor Level Reduced by 200mm & Timber Deck Added
E	May 2010	Revised roof design & change to bbq layout
D	Nov. 2009	Lift shaft reconfigured, garage and water tank levels dropped 200mm
C	Aug. 2009	Window Schedule
B	May 2009	For Construction

Project
The Mommsen House

Site
**28 Kalang Place
 Jerrabomberra
 NSW**

Title
Site Plan

Scale
1:200

Drawn By
SIA

Date
May 2009

Drawing No.
1257 - 01

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MODIFICATION

Development Consent No. **438-2008.A**

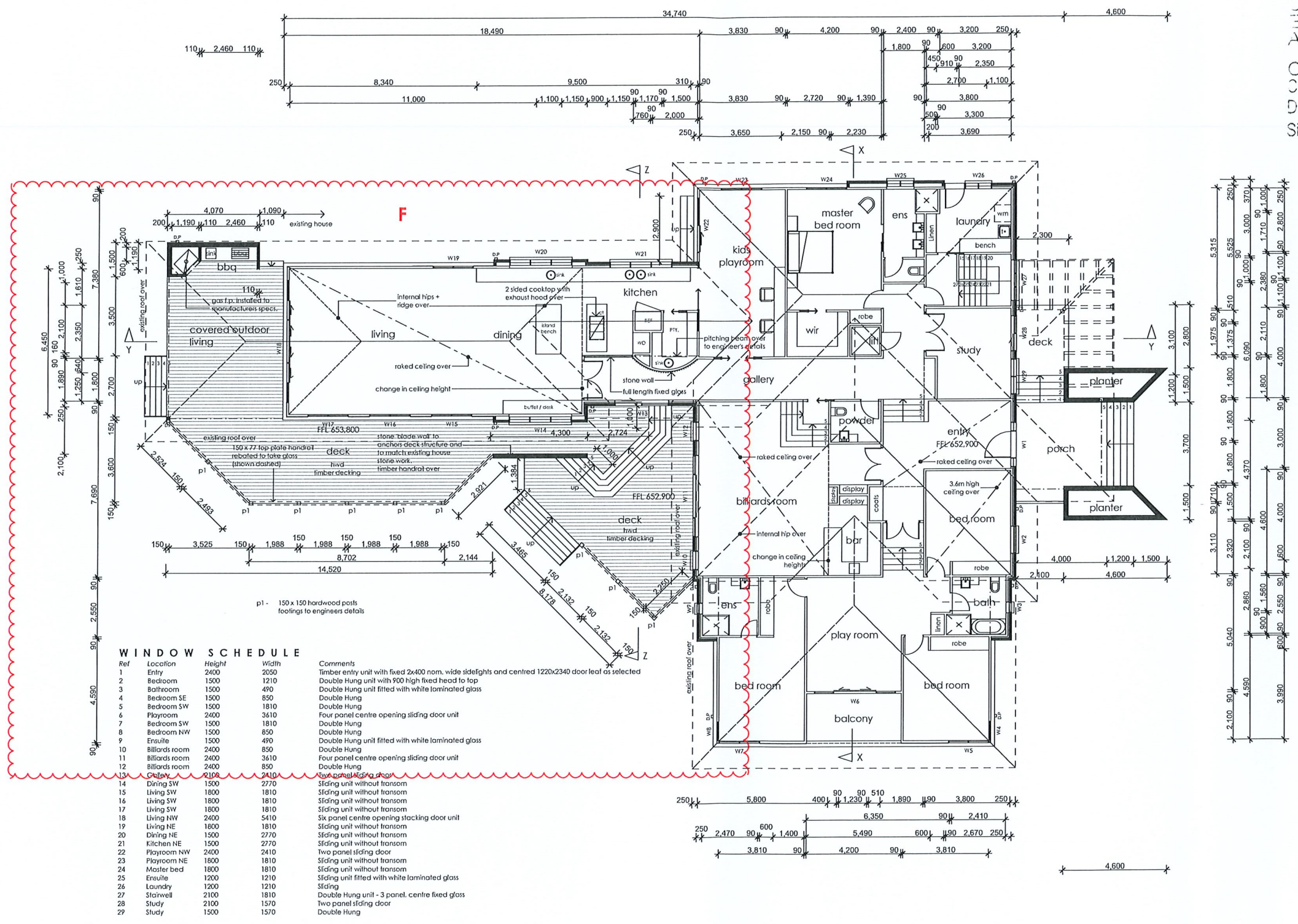
Date: **01 May 2026**

Signature: *[Handwritten Signature]*

Approval of Plan of Development under the *Environmental Planning and Assessment Act 1979* (as amended).
 The Approved Plan is to be read in conjunction with Council's conditions of development consent.

K.G. Hopkins Reg 0185
 Construction Certificate under Sec 81A(5)
 Environmental Planning Assessment
 Act 2000. Amended Plans

Construction Certificate No: 438-2008.A/CC
 Date: 6/5/26
 Signature: [Signature]



GROUND LEVEL FLOOR PLAN OPTION 2

FLOOR AREAS
 house - 461.4m²
 decks - 130.0m²

MODIFICATION
 Development Consent No. 438-2008.A
 Date: 01 May 2026

QPRC Approval of Plan of Development under the Environmental Planning and Assessment Act 1979 (as amended). The Approved Plan is to be read in conjunction with Council's conditions of development consent.

Signature: [Signature]

Issue	Date	Event
F	Aug 2011	Basement Floor Level Reduced by 200mm & Timber Deck Added
E	May 2010	Revised roof design & change to bbq layout
D	Nov. 2009	Lift shaft reconfigured, garage and water tank levels dropped 200mm
C	Aug. 2009	Window Schedule
B	May 2009	For Construction

Project
The Mommssen House

Site
 28 Kalang Place
 Jerrabomberra
 NSW

Title
 Ground Level Floor Plan
 Option 2

Scale
 1:100

Drawn By
 SIA

Date
 May 2009

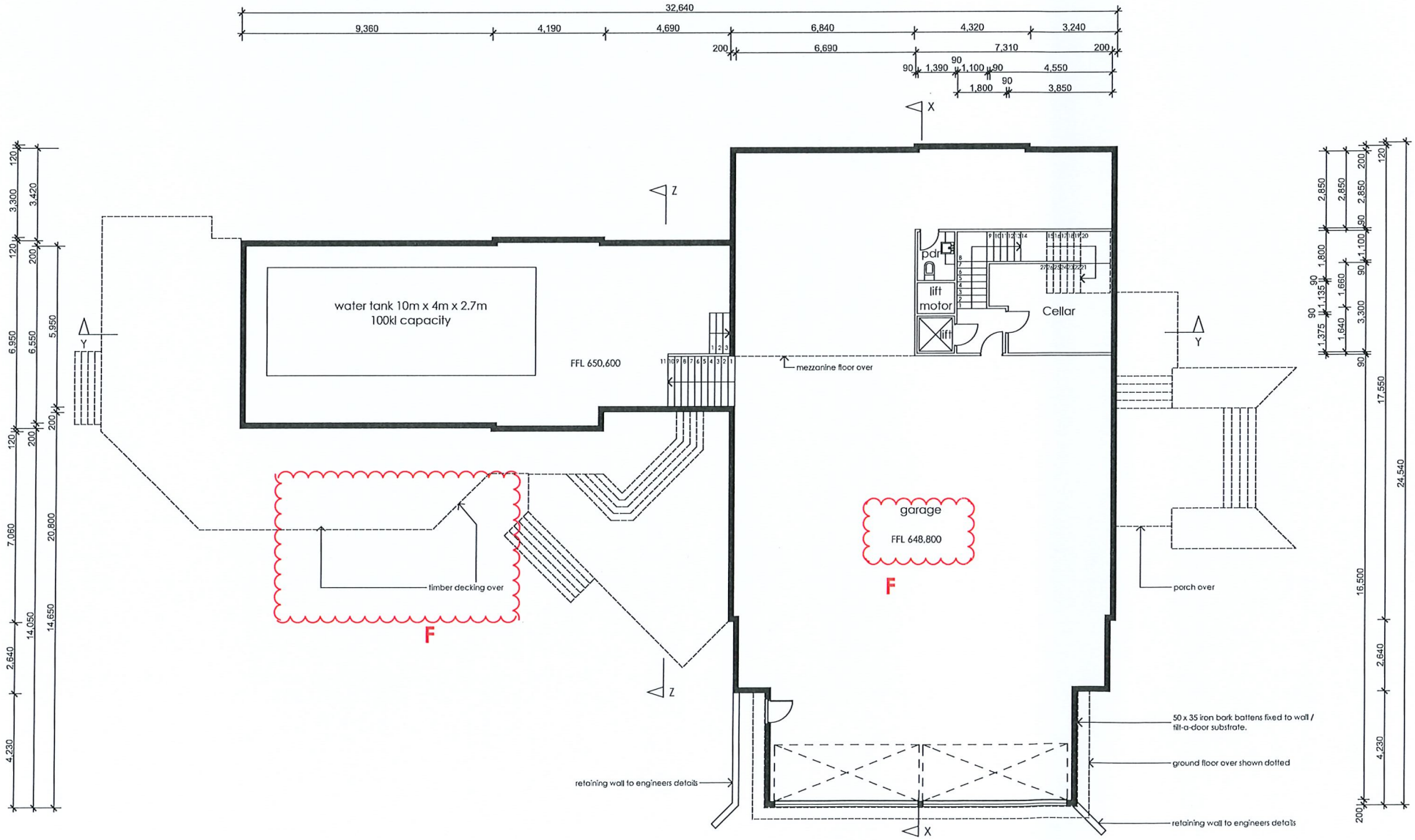
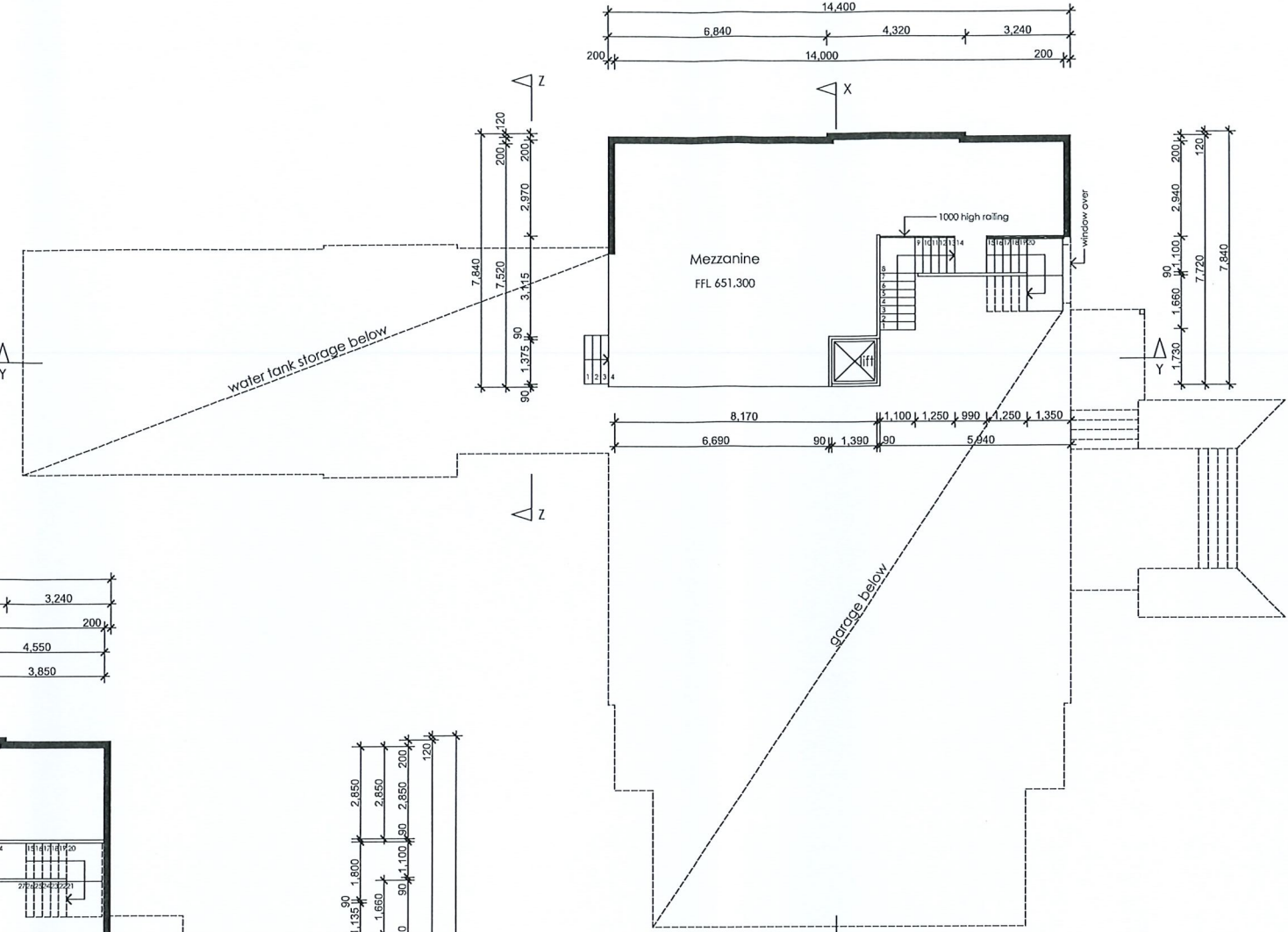
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QPRC  **MODIFICATION**
 Development Consent No. 438-2008.A
 Date: 01 May 2026
 Signature: *WLS*

Approval of Plan of Development under the Environmental Planning and Assessment Act 1979 (as amended).
 The Approved Plan is to be read in conjunction with Council's conditions of development consent.



K.G. Hopkins Reg 0185
 Construction Certificate under Sec 81A(5)
 Environmental Planning Assessment
 Act 2000. Amended Plans

Construction Certificate No. 438-2008.A/CC
 Date: 6/5/26
 Signature: *K.G. Hopkins*

Issue	Date	Event
F	Aug 2011	Basement Floor Level Reduced by 200mm & Timber Deck Added
E	May 2010	Revised roof design & change to bbq layout
D	Nov. 2009	Lift shaft reconfigured, garage and water tank levels dropped 200mm
C	Aug. 2009	Window Schedule
B	May 2009	For Construction

Project
The Mommsen House

Site
28 Kalang Place
Jerrabomberra
NSW

Title
Mezzanine & Basement
Level Floor Plans

Scale
1:100

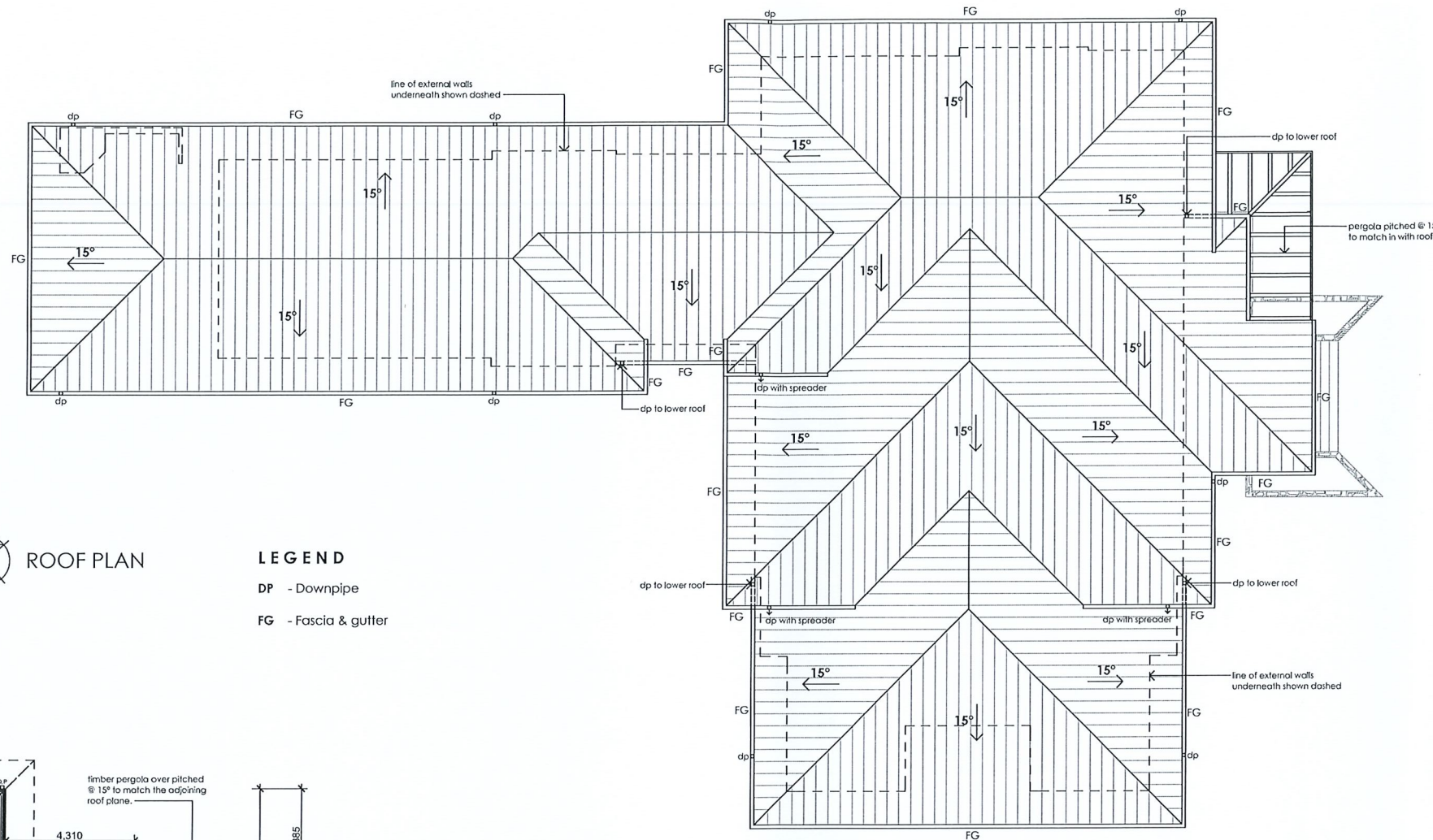
Drawn By
SIA

Date
May 2009

Drawing No.
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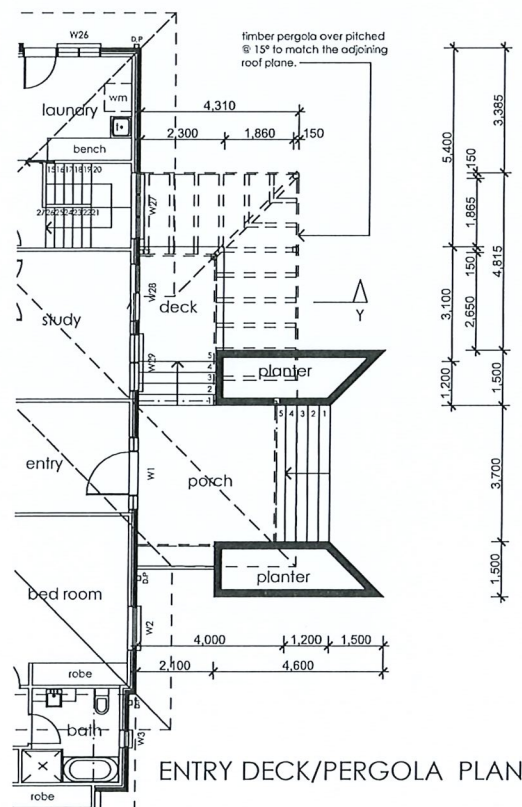
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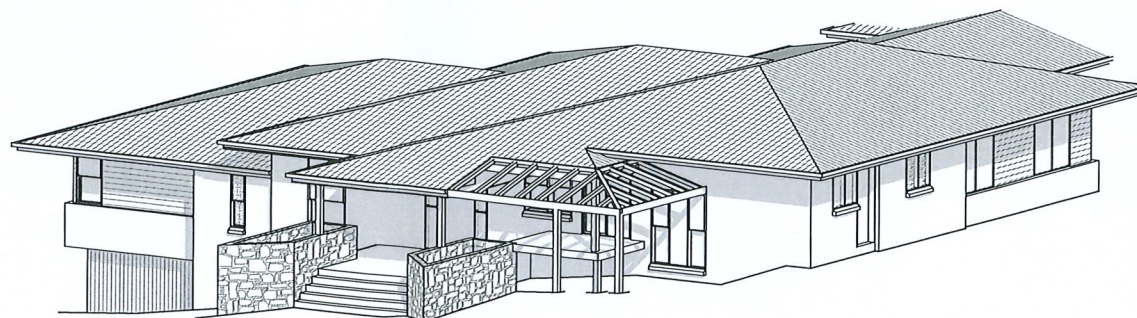
ROOF PLAN

LEGEND

- DP - Downpipe
- FG - Fascia & gutter



ENTRY DECK/PERGOLA PLAN



K.G. Hopkins Reg 0185
 Construction Certificate under Sec 81A(5)
 Environmental Planning Assessment
 Act 2000. Amended Plans

Construction Certificate No. 438-2008-A/CC
 Date: 6/5/2026
 Signature: *[Handwritten Signature]*

Issue	Date	Event
F	Aug 2011	Basement Floor Level Reduced by 200mm & Timber Deck Added
E	May 2010	Revised roof design & change to bbq layout
D	Nov. 2009	Lift shaft reconfigured, garage and water tank levels dropped 200mm
C	Aug. 2009	Window Schedule
B	May 2009	For Construction

Project
 The Mommsen House

Site
 28 Kalang Place
 Jerrabomberra
 NSW

Title
 Roof Plan & Entry Details

Scale
 1:100

Drawn By
 SIA

Date
 May 2009

Drawing No.
 1257 - 04

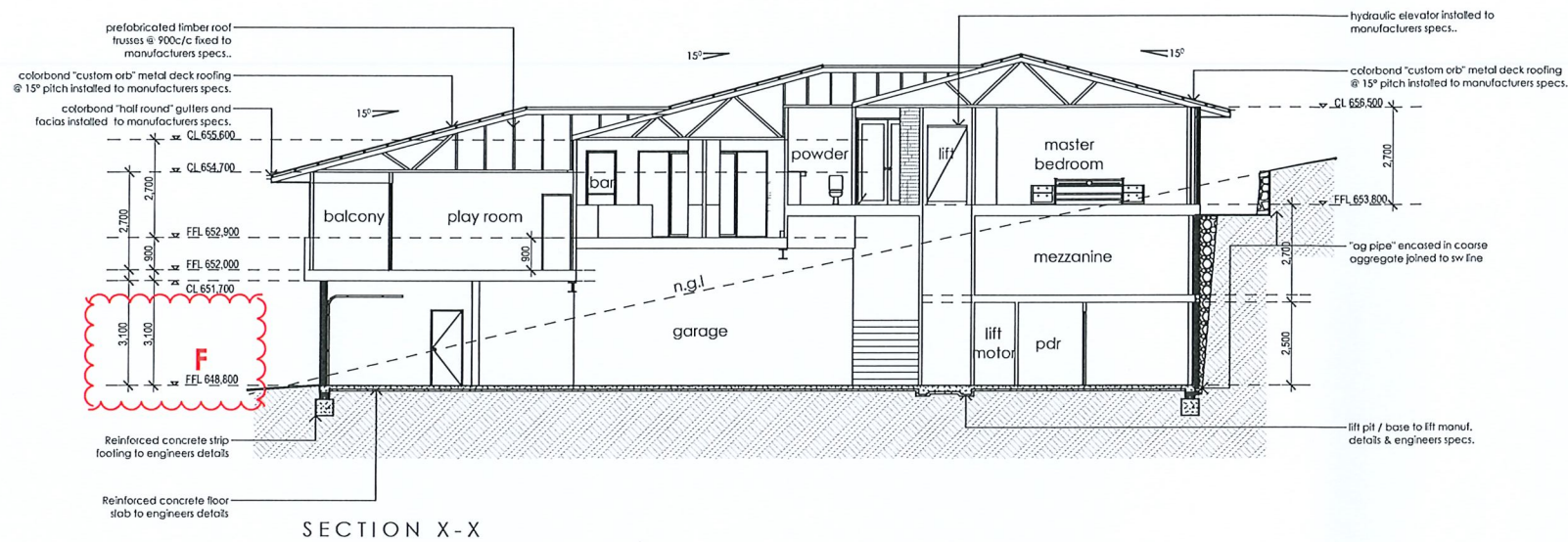
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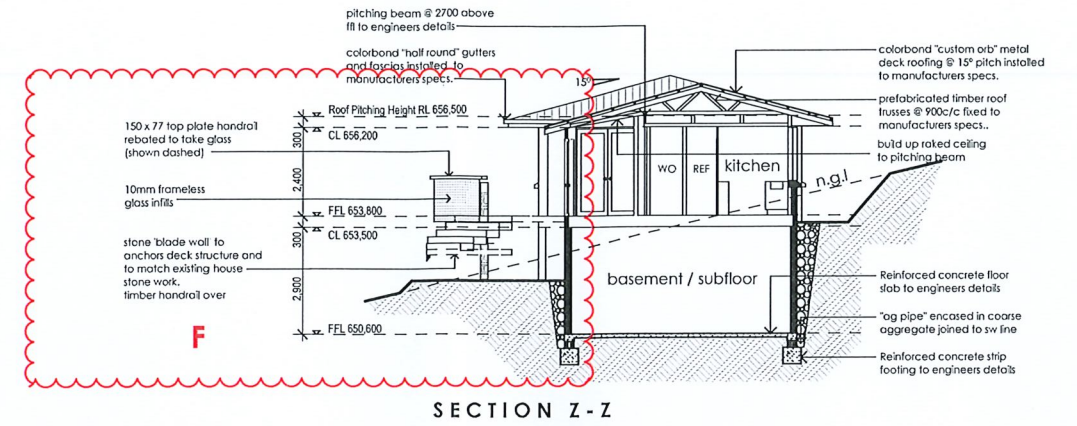
QPRC

MODIFICATION
 Development Consent No. 438-2008.A
 Date: 01 May 2026

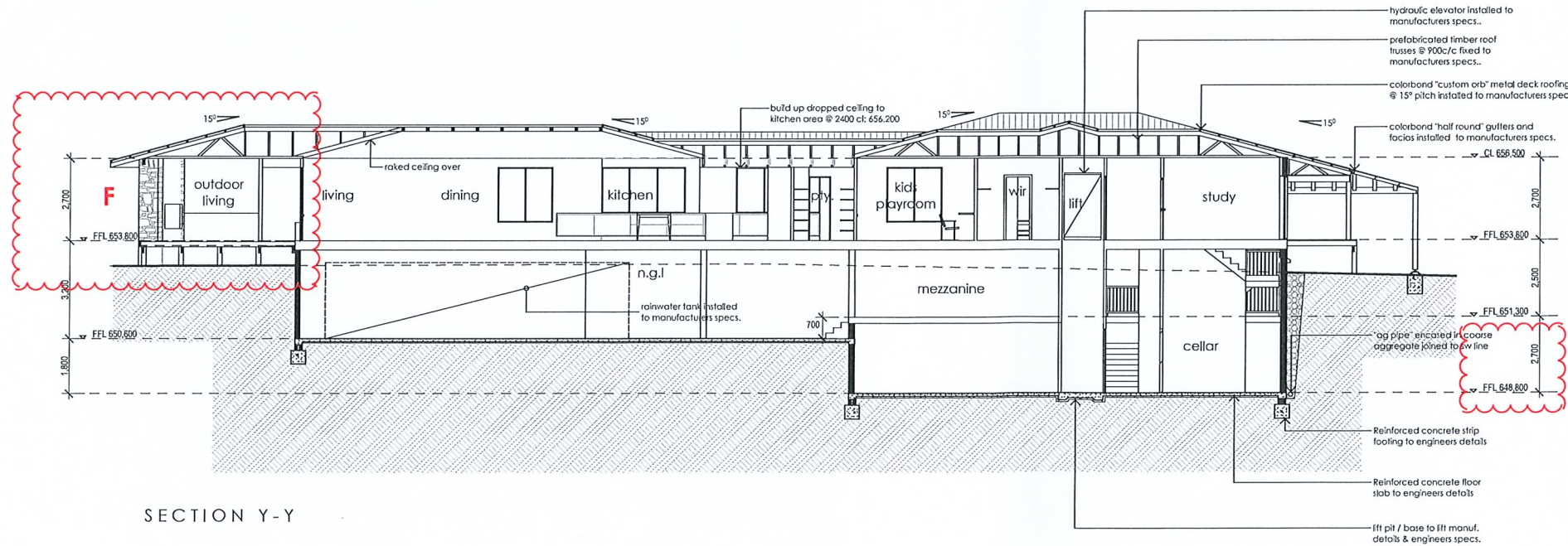
Approval of Plan of Development under the Environmental Planning and Assessment Act 1979 (as amended).
 The Approved Plan is to be read in conjunction with Council's conditions of development consent. Signature: *[Handwritten Signature]*



SECTION X-X



SECTION Z-Z



SECTION Y-Y

K.G. Hopkins Reg 0185
 Construction Certificate under Sec 81A(5)
 Environmental Planning Assessment
 Act 2000. **Amended Plans**

Construction Certificate No. 458-2008.A/CC
 Date: 6/5/2026
 Signature: *[Handwritten Signature]*

F	Aug 2011	Basement Floor Level Reduced by 200mm & Timber Deck Added
E	May 2010	Revised roof design & change to bbq layout
D	Nov. 2009	Lift shaft reconfigured, garage and water tank levels dropped 200mm
C	Aug. 2009	Window Schedule
B	May 2009	For Construction
Issue	Date	Event

Project
The Mommson House

Site
 28 Kalang Place
 Jerrabomberra
 NSW

Title
 Sections

Scale
 1:100
 Drawn By
 SIA
 Date
 May 2009
 Drawing No.
 1257 - 06

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QPRC

MODIFICATION
 Development Consent No. **438-2008.A**
 Date: **01 May 2026**

Approval of Plan of Development under the *Environmental Planning and Assessment Act 1979* (as amended).
 The Approved Plan is to be read in conjunction with Council's conditions of development consent. Signature: *[Handwritten Signature]*

