

SIGNING PAGE

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

ChoicesVendor agrees to accept a **deposit-bond**☒ NO ☐ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4)

PEXA

Manual transaction (clause 30)☒ NO ☐ yes

(if yes, vendor must provide further details, including any applicable 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*
(GST residential withholding payment)☒ NO ☐ yes (if yes, vendor must provide details)

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

GSTRW payment (GST residential withholding payment) – 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 ☒ 1 property certificate for the land ☒ 2 plan of the land ☐ 3 unregistered plan of the land ☐ 4 plan of land to be subdivided ☐ 5 document that is to be lodged with a relevant plan ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 ☐ 7 additional information included in that certificate under section 10.7(5) ☒ 8 sewerage infrastructure location diagram (service location print) ☒ 9 sewer lines location diagram (sewer service diagram) ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract ☐ 11 <i>planning agreement</i> ☐ 12 section 88G certificate (positive covenant) ☐ 13 survey report ☐ 14 building information certificate or building certificate given under <i>legislation</i> ☒ 15 occupation certificate ☐ 16 lease (with every relevant memorandum or variation) ☐ 17 other document relevant to tenancies ☐ 18 licence benefiting the land ☐ 19 old system document ☐ 20 Crown purchase statement of account ☐ 21 building management statement ☐ 22 form of requisitions ☐ 23 <i>clearance certificate</i> ☐ 24 land tax certificate Home Building Act 1989 ☐ 25 insurance certificate ☐ 26 brochure or warning ☐ 27 evidence of alternative indemnity cover Swimming Pools Act 1992 ☐ 28 certificate of compliance ☐ 29 evidence of registration ☐ 30 relevant occupation certificate ☐ 31 certificate of non-compliance ☐ 32 detailed reasons of non-compliance	Strata or community title (clause 23 of the contract) ☐ 33 property certificate for strata common property ☐ 34 plan creating strata common property ☐ 35 strata by-laws ☐ 36 strata development contract ☐ 37 strata management statement ☐ 38 strata renewal proposal ☐ 39 strata renewal plan ☐ 40 leasehold strata - lease of lot and common property ☐ 41 property certificate for neighbourhood property ☐ 42 plan creating neighbourhood property ☐ 43 neighbourhood development contract ☐ 44 neighbourhood management statement ☐ 45 property certificate for precinct property ☐ 46 plan creating precinct property ☐ 47 precinct development contract ☐ 48 precinct management statement ☐ 49 property certificate for community property ☐ 50 plan creating community property ☐ 51 community development contract ☐ 52 community management statement ☐ 53 document disclosing a change of by-laws ☐ 54 document disclosing a change in a development contract or management statement ☐ 55 document disclosing a change in boundaries ☐ 56 information certificate (strata) ☐ 57 information certificate (association) ☐ 58 document relevant to an exclusive supply network ☐ 59 disclosure statement - off the plan contract ☐ 60 other document relevant to the off the plan contract Other ☒ 61 Council File
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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:

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	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
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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 – • 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 – • 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 *serving* 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 *serving* 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 *serving* 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 *serving* 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 *serving* 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 *serving* 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.

18 & 18A CAMERON RD, QUEANBEYAN NSW 2000

SPECIAL CONDITIONS

33 CONDITIONS OF SALE BY AUCTION

33.1 Auction Terms

If the *property* is or is intended to be sold at auction:

Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

- (a) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
 - (i) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (ii) A bid for the *vendor* cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the *vendor*.
 - (iii) The highest bidder is the *purchaser*, subject to any reserve price.
 - (iv) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (v) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the *vendor*.
 - (vi) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (vii) A bid cannot be made or accepted after the fall of the hammer.
 - (viii) As soon as practicable after the fall of the hammer the *purchaser* is to sign the agreement (if any) for sale.
- (b) The following conditions, in addition to those prescribed by subclause (a), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (i) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (ii) One bid only may be made by or on behalf of the *vendor*. This includes a bid made by the auctioneer on behalf of the *vendor*.
 - (iii) When making a bid on behalf of the *vendor* or accepting a bid made by or on behalf of the *vendor*, the auctioneer must clearly state that the bid was made by or on behalf of the *vendor* or auctioneer.

34 DEFINITIONS AND VARIATIONS

34.1 Variations to the Printed Terms

Despite anything to the contrary, the following clauses in the Printed Terms are varied or deleted (as applicable):

- (a) in clause 7.1.1, replace '5% of the price' with '\$1';

34.2 Definitions

In these Special Conditions:

Authority means any government or any governmental, semi-governmental, local government, administrative, council, fiscal or judicial body, department, committee, commission, authority, tribunal, agency, Minister, statutory body or entity and any utility.

Printed Terms means the printed terms and conditions in the Law Society of NSW Contract for sale and purchase of land edition 2026 forming part of this Contract, however it is noted that the Printed Terms are varied by these Special Conditions.

Special Conditions means the conditions of this contract noted 'Special Conditions' numbered 33 onwards.

35 CONDITION OF THE PROPERTY

35.1 Condition of the Property

The *purchaser* accepts the *property* in its present condition and state of repair with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4, and the *purchaser* cannot make a claim or *requisition* or *rescind* or *terminate* in this regard.

35.2 No warranty by the Vendor as to the use of the Property

- (a) The *purchaser* must satisfy itself on all matters relating to the use of the *property*.
- (b) The *vendor* gives no warranty as to the use to which the *property* may be put.
- (c) The *purchaser* will be deemed to have entered into this contract with full knowledge of and subject to any prohibition or restriction upon the use of the *property*, including without limitation any *legislation*, *work order*, EPI, local environmental plan, Town Planning Scheme, Interim Development Order and Order of Court.
- (d) If the use to which the *vendor* has put the *property* is permissible only with the consent of any Authority, the *purchaser* must obtain such consent at its own expense.
- (e) Completion of this contract will not be conditional or dependent upon any matter referred to in this special condition 35.

36 DAMAGES FOR DELAY

36.1 Purchaser Delay

If the *purchaser* does not complete this contract on or before the date for completion (other than solely through the fault of the *vendor*), the *purchaser* must pay to the *vendor* on completion

interest calculated daily and compounded on the last day of each calendar month:

- (a) at the rate of 10% per annum; and
- (b) on the *price*,

in respect of the period commencing on the day following the date for completion and ending on actual completion.

36.2 Adjustment Date

Where completion does not occur on or before the date for completion due other than for default of the *vendor*, the *adjustment date* for any and all rates, water, sewerage and drainage service and usage charges, land tax and other periodic outgoings is the date for completion.

36.3 Essential Term

The *purchaser* may not require the *vendor* to complete this contract unless interest payable under this contract is paid to the *vendor* on completion. It is an essential term of this contract that the interest due is paid on completion. Interest payable pursuant to this special condition 36 is a genuine pre-estimate of the *vendor's* loss as a result of the *purchaser's* failure to complete on or before the date for completion.

37 NOTICE TO COMPLETE

37.1 Issue of Notice to Complete

If a *party* is entitled to *serve* a notice to complete, then the *party* may:

- (a) at any time *serve* a notice requiring completion on a specified date (being not less than 14 days after the date of service of that notice); and
- (b) specify a time of day between 11am and 4pm as the time for completion.

37.2 Reasonable Period

The parties agree that 14 days is a reasonable and proper period to specify in any notice to complete.

37.3 Preservation of Rights

Each time a notice to complete is *served* by the *vendor* in accordance with this special condition 37:

- (a) the *vendor* may unilaterally extend the period for completion under the notice to complete; or
- (b) it may be withdrawn unilaterally by the *vendor*,

by written notice to the *purchaser* in the *vendor's* absolute discretion and with or without the consent of the *purchaser*.

37.4 Costs of Notice

Each time the *vendor* *serves* a notice to complete the *purchaser* must pay the *vendor* a fee of \$550.00 (GST inclusive) for the issue of that notice, being the reasonable costs incurred by the

vendor for the preparation and service of the notice to complete. The *vendor* may include this fee in the amount payable by the *purchaser* on completion.

38 AGENTS

38.1 Purchaser Warranty

The *purchaser* warrants that the *purchaser* was not introduced to the *vendor* or the *property* by any agent (or employee of or person connected with an agency) other than the *vendor's agent* (if any). This warranty shall not merge on completion.

38.2 Purchaser Indemnity

In the event that the *purchaser* is in breach of the warranty in special condition 38.1, the *purchaser* indemnifies the *vendor* for any costs, claims, damages, losses, liability, fees payable, expenses, arising out of said breach, and in addition the indemnity shall extend to cover all legal costs and disbursements (on a solicitor and client basis) for any legal action resulting from said breach. This indemnity shall not merge on completion.

39 REQUISITIONS ON TITLE

39.1 Requisitions

In recognition of the *purchaser's* agreement not to make any *requisitions* as to title, the *vendor* warrants that, except as disclosed in this contract, at the contract date:

- (a) the *vendor* has capacity to enter into and observe the terms of this contract;
- (b) there is no current litigation by any persons affecting the *property*;
- (c) there is no court order which affects the *vendor* or the *property*; and
- (d) the *vendor* will be, or will be entitled to be, the registered owner of the *property* on completion.

40 INSOLVENCY AND CAPACITY

40.1 Capacity

- (a) Without in any way limiting, negating or restricting any rights or remedies which would have been available to either *party* at law or in equity had this clause not been included, if either *party* (and if more than one person comprises that first *party* then any one of them) prior to completion:
 - (i) dies or becomes mentally ill, then the other *party* may *rescind* this contract by written notice to the first *party's solicitor* and thereupon this contract will be at an end and the provisions of clause 19 apply; or
 - (ii) being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first *party* will be in default under this contract.
- (b) The *purchaser* warrants that the *purchaser* has the legal capacity to enter into this contract.

40.2 Insolvency Event

- (a) If a *party* is a natural person(s) and:
 - (i) that *party* (or any one of them) authorises a registered trustee or solicitor to call a meeting of their creditors and enters into a deed of assignment or deed of arrangement or a composition with any of their creditors; or
 - (ii) a third party who holds a security interest in the assets of that *party* enters into possession, or takes control of those assets, or attempts by any means to do the same; or
 - (iii) that *party* (or any one of them) commits an act of bankruptcy,that *party* must immediately notify the other *party* in writing.
- (b) If a *party* is a company (or companies) and:
 - (i) that *party* (or any one of them) becomes, or attempts are made for that *party* to become an externally administered company in accordance with *Corporations Act 2001* (Cth); or
 - (ii) a controller [as defined by *Corporations Act 2001* (Cth)] is appointed, or attempts are made to have a controller appointed for any of that *party's* assets,that *party* must immediately notify the other *party* in writing.
- (c) If any of the events specified in this special condition 40.2 occurs in relation to the *purchaser*, the *purchaser* will be in default of this contract and the *vendor* may immediately, without notice specified in clause 9, *terminate* this contract and clause 9 applies.
- (d) If any of the events specified in this special condition 40.2 occurs in relation to the *vendor*, then the *vendor* may, by written notice *served* upon the *purchaser*, *rescind* this contract and clause 19 applies.

41 MISCELLANEOUS TERMS

41.1 Unavailability of original documents

The *vendor* is not required to hand over on completion the original Survey Report and/or Building Certificate if it is not in the possession of the *vendor*.

41.2 Adjustment of water rates

Notwithstanding clauses 14.1 and 14.2 the *vendor* will not make an adjustment of water rates unless the *purchaser* at least three (3) days prior to completion tenders a Section 603 Certificate including a special water meter reading.

41.3 No Merger

- (a) Any provision of this contract capable of taking effect after the completion of this contract (including but not limited to the indemnities given by the *purchaser*) does not merge on such completion but rather continues in full force and effect.

- (b) The parties acknowledge that the adjustment provisions of clause 14 shall not merge on completion. Without limiting the generality of the foregoing, the parties agree to make a further adjustment in the event it is discovered after completion that the adjustments made pursuant to clause 14 were inaccurate or incorrect.

41.4 Whole Agreement

In entering into this contract, the *purchaser* does not rely upon any warranty, representation or statement (whether oral or written) made or published by the *vendor* or by any person on behalf of the *vendor* or otherwise except such as are expressly made in this contract.

41.5 Special Conditions to Prevail

If there is any inconsistency between these Special Conditions and the clauses of the Printed Terms, then the Special Conditions will prevail.

42 PAYMENT OF DEPOSIT

42.1 By Instalments

The *purchaser* must pay the *deposit* to the *depositholder*. The *vendor* agrees to accept the payment of the *deposit* in two (2) instalments as follows:

- (a) 5% of the *price* on the *contract date* ('First Instalment'); and
- (b) 5% of the *price* (if it has not already been paid) on or before the date for completion ('Second Instalment'),

and in every respect time is of the essence for this special condition 42.

42.2 Completion

The *deposit* becomes the *vendor's* property on completion or on the earlier termination of this contract by the *vendor* for the *purchaser's* default.

42.3 Failure to pay

If the *deposit* or any instalment of the *deposit*:

- (a) is not paid on time and in accordance with this special condition 42; or
- (b) is paid by *cheque* and the *cheque* is not honoured on first presentation,

then the *purchaser* is in default and the *vendor* may *terminate* this contract immediately by written notice to the *purchaser* and clause 9 applies. If the *vendor* does not *terminate* this contract then the contract remains on foot, subject to this special condition 42 until either the *vendor terminates* the contract or, waives the benefit of this clause in accordance with special condition 42.

42.4 Benefit of clause

This special condition 42 is for the benefit of the *vendor* and the obligations imposed on the *purchaser* by this clause are essential. The obligations imposed on the *purchaser* by this clause bind the *purchaser* notwithstanding any indulgence, waiver or extension of time by the *vendor* to the *purchaser*.

42.5 Waiver

The *vendor* may at any time before this contract is *terminated* notify the *purchaser* in writing that the benefit of this special condition 42 is waived.

43 GUARANTEE

43.1 This special condition applies if the *purchaser* is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This special condition 43 is an essential term of this contract.

43.2 The word *guarantor* means..... and (being two of the directors of the *purchaser* or, if the *purchaser* is a sole director/secretary corporation, the sole director/secretary).

43.3 If the *guarantor* has not signed this special condition 43, the *vendor* may *terminate* this contract by serving a notice, but only *within* 14 days after the contract date.

43.4 In consideration of the *vendor* entering into this contract at the *guarantor's* request, the *guarantor* guarantees to the *vendor*:

- (a) payment of all money payable by the *purchaser* under this contract; and
- (b) the performance of all of the *purchaser's* other obligations under this contract.

43.5 The *guarantor*:

- (a) indemnifies the *vendor* against any claim, action, loss, damage, cost, liability, expense or payment incurred by the *vendor* in connection with or arising from any breach or default by the *purchaser* of its obligations under this contract; and
- (b) must pay on demand any money due to the *vendor* under this indemnity.

43.6 The *guarantor* is jointly and separately liable with the *purchaser* to the *vendor* for:

- (a) the performance by the *purchaser* of its obligations under this contract; and
- (b) any damage incurred by the *vendor* as a result of the *purchaser's* failure to perform its obligations under this contract or the termination of this contract by the *vendor*.

43.7 The *guarantor* must pay to the *vendor* on written demand by the *vendor* all expenses incurred by the *vendor* in respect of the *vendor's* exercise or attempted exercise of any right under this special condition 43.

43.8 If the *vendor* assigns or transfers the benefit of this contract, the transferee receives the benefit of the *guarantor's* obligations under this special condition 43.

43.9 The *guarantor's* obligations under this clause are not released, discharged or otherwise affected by:

- (a) the granting of any time, waiver, covenant not to sue or other indulgence;
- (b) the release or discharge of any person;

- (c) an arrangement, composition or compromise entered into by the *vendor*, the *purchaser*, the *guarantor* or any other person;
- (d) any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the *vendor* by this contract, a statute, a Court or otherwise;
- (e) payment to the *vendor*, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
- (f) the winding up of the *purchaser*.

43.10 This special condition 43 binds the *guarantor* and the executors, administrators and assigns of the *guarantor*.

43.11 This special condition 43 operates as a deed between the *vendor* and the *guarantor*.

Signed, Sealed & Delivered by

.....
in the presence of

Signature of witness

Signature of *guarantor*

Name of witness (print)

Signed, Sealed & Delivered by

.....
in the presence of

Signature of witness

Signature of *guarantor*

Name of witness (print)

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 26/13963

SEARCH DATE	TIME	EDITION NO	DATE
19/5/2026	8:43 AM	9	7/5/2021

LAND

LOT 26 IN DEPOSITED PLAN 13963
AT QUEANBEYAN
LOCAL GOVERNMENT AREA QUEANBEYAN-PALERANG REGIONAL
PARISH OF QUEANBEYAN COUNTY OF MURRAY
TITLE DIAGRAM DP13963

FIRST SCHEDULE

OLIVER THOMAS WILCOX (T AM54059)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 J256720 LAND EXCLUDES MINERALS
2 AR30654 MORTGAGE TO SUNCORP-METWAY LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Municipality of Queanbeyan
B390600 7.8.26
LGA : QUEANBEYAN

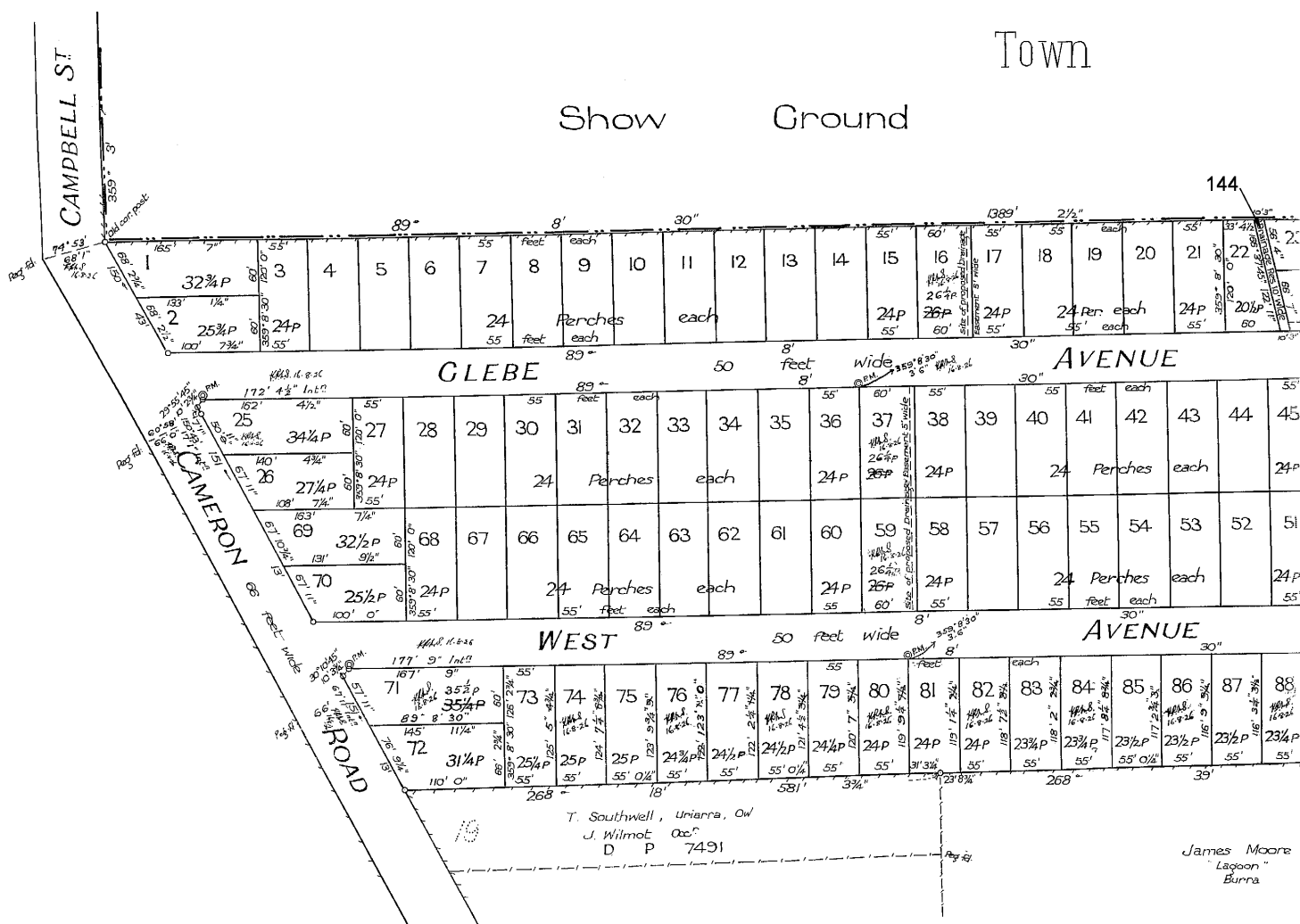
DP 13963[®]

PL

of Subdivision of part of the land
at Queanbeyan
PARISH OF QUEANBEYAN
Scale 100 Feet

Town

Show Ground



NOTES

All new streets, widening of Cooma Road on the west of Lot 92 and Drainage Reserve shown hereon to be dedicated for Public Use

All buildings erected on Lots fronting streets 50 feet wide to be erected not closer than 15 feet from the street

Permanent Marks are concrete blocks

It is intended to grant easements for drainage over the sites of proposed shown hereon

Restrictive Covenants if any will be embodied in the Transfers of Within Lots.

DP13963[®]

Glebe Subdivision

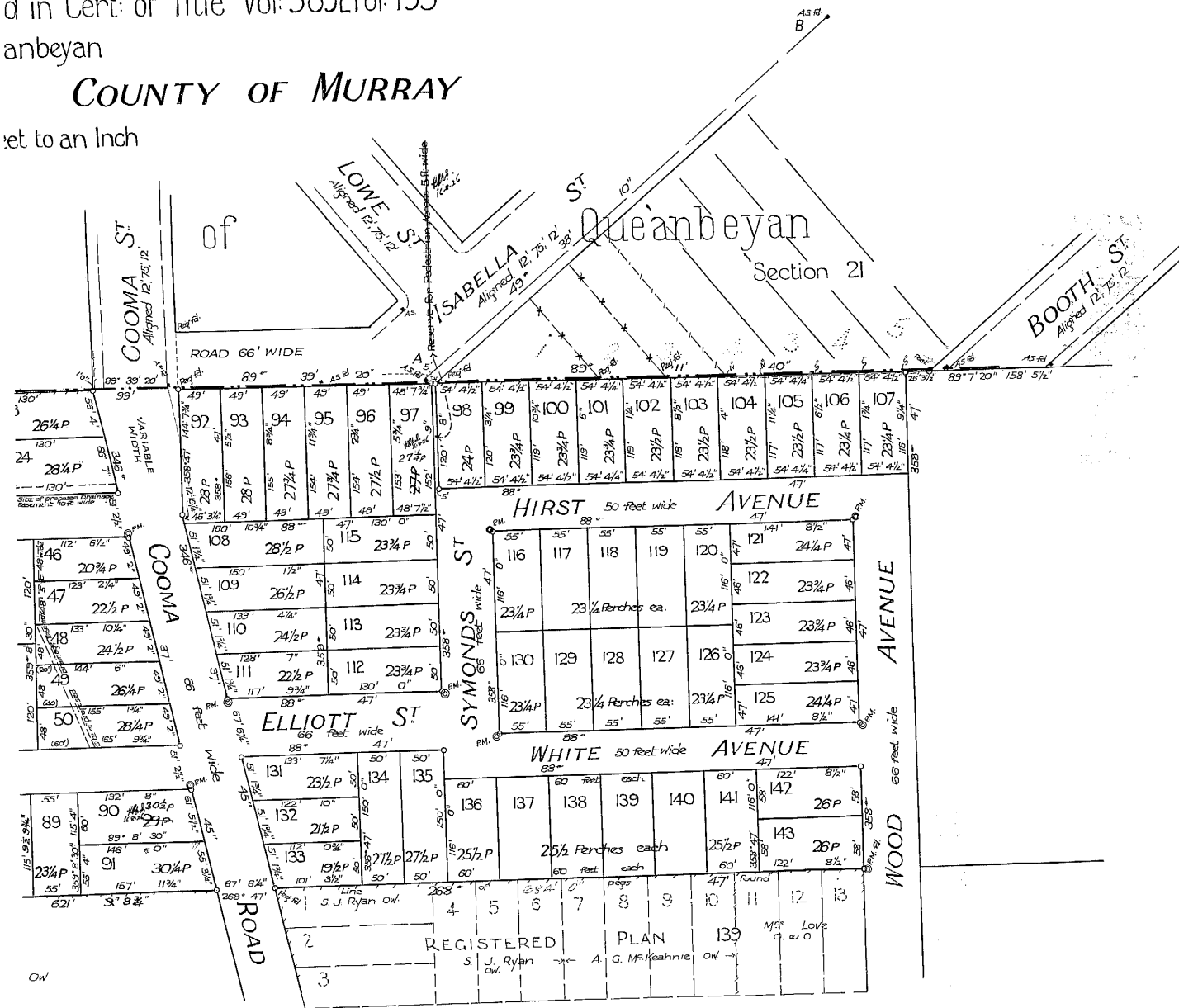
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anbeyan

COUNTY OF MURRAY

et to an Inch



I, Kenneth Robert Marshall Stretch Licensed Surveyor specially licensed under the Real Property Act, 1900 do hereby solemnly and sincerely declare (A) that all boundaries and measurements shown on this plan are correct (B) that all survey marks found and relevant physical objects on or adjacent to the boundaries are correctly represented (C) that all physical objects indicated actually exist in the positions shown (D) that the whole of the material facts in relation to the land are correctly represented (E) that the survey has been made by me, and I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Oaths Act, 1900.

Subscribed and declared before me at Queanbeyan this 15th day of December A.D. 1925

Licensed Surveyor

Date of Survey November 1925

CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

DP 13963		
FEET	INCHES	METRES
-	4	0.1
-	5	0.125
3	6	1.065
4	8 5/8	1.44
5	-	1.525
6	9 1/2	2.07
7	1	2.16
10	-	3.05
10	2 3/4	3.12
10	3	3.125
10	3 3/4	3.145
11	7 1/4	3.535
12	-	3.66
12	10 1/4	3.92
17	1	5.205
20	-	6.095
23	8 3/4	7.235
26	3 1/2	8.015
33	4 1/2	10.175
40	-	12.19
46	-	14.02
46	3 1/4	14.105
47	-	14.325
48	-	14.63
48	7 1/2	14.82
48	7 3/4	14.825
49	-	14.935
49	2	14.985
50	-	15.24
50	11	15.52
51	1 3/4	15.59
51	2 1/2	15.61
54	4 1/4	16.565
54	4 1/2	16.575
55	-	16.765
55	0 1/4	16.77
55	3 1/4	16.845
55	4	16.865
56	4	17.17
57	11	17.655
57	11 3/8	17.66
58	-	17.68
60	-	18.29
61	5 1/2	18.73
66	-	20.115
66	2 3/4	20.185
66	7	20.295
67	6 1/4	20.58
67	10 3/4	20.695
67	11	20.7
68	1	20.75
68	2 1/2	20.79
68	2 3/4	20.795
75	-	22.86
76	9 1/4	23.4
99	-	30.175
100	-	30.48
100	7 3/4	30.675
101	3 1/2	30.875
108	7 1/4	33.1
110	-	33.53
112	0 3/4	34.155
112	6 1/2	34.305
115	4	35.155
115	9 1/2	35.295
116	-	35.355
116	3 1/4	35.44
116	9	35.585
116	9 1/4	35.59
117	1 3/4	35.705
117	2 3/4	35.73
117	6 1/2	35.825
117	8 1/4	35.87
117	9 3/4	35.91
117	11 1/4	35.945
118	2	36.015
118	4	36.07

CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

DP 13963 CONTINUED		
FEET	INCHES	METRES
118	7 1/2	36.155
118	8 1/2	36.18
119	1 1/4	36.305
119	6	36.425
119	9 1/4	36.505
119	10 3/4	36.545
120	-	36.575
120	3 1/4	36.66
120	7	36.755
120	8	36.78
120	9 3/4	36.825
121	4 1/4	36.99
121	4 1/2	36.995
122	2 1/4	37.245
122	8 1/2	37.4
122	10	37.44
122	11	37.465
122	11 3/8	37.475
123	-	37.49
123	2 1/4	37.545
123	9 3/4	37.74
124	7 1/4	37.98
125	5	38.225
126	2 3/4	38.475
128	7	39.19
128	10 1/4	39.275
130	-	39.625
131	9 1/2	40.17
132	8	40.435
133	1 1/4	40.57
133	7 1/4	40.72
133	10 1/4	40.8
139	4 1/4	42.475
140	4 3/4	42.795
141	8 1/2	43.195
144	6	44.045
144	7 3/4	44.09
145	11 1/4	44.48
146	-	44.5
150	-	45.72
150	1 1/2	45.76
152	9	46.56
153	5 3/4	46.78
154	2 3/4	47.01
154	11 3/4	47.24
155	1 3/4	47.29
155	8 3/4	47.465
156	5 1/2	47.69
157	11 3/4	48.15
158	5 1/2	48.3
160	10 3/4	49.04
162	4 1/2	49.49
163	7 1/4	49.865
165	7	50.47
165	9 3/4	50.54
167	9	51.13
172	4 1/2	52.54
177	9	54.18
581	3 3/4	177.18
621	8 3/4	189.5
1206	4 3/8	367.7
AC	RD	P
-	-	19 1/2
-	-	20 1/2
-	-	20 3/4
-	-	21 1/4
-	-	21 1/2
-	-	22 1/4
-	-	22 1/2
-	-	23 1/4
-	-	23 1/2
-	-	23 3/4
-	-	24
-	-	24 1/4
-	-	24 1/2

CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

DP 13963 CONTINUED		
AC	RD	P
-	-	24 3/4
-	-	25
-	-	25 1/4
-	-	25 1/2
-	-	25 3/4
-	-	26
-	-	26 1/4
-	-	26 1/2
-	-	27 1/4
-	-	27 1/2
-	-	27 3/4
-	-	28
-	-	28 1/4
-	-	28 1/2
-	-	30 1/4
-	-	30 1/2
-	-	31 1/4
-	-	32 1/2
-	-	32 3/4
-	-	34 1/4
-	-	35 1/2
-	2	4 1/2
		SQ M
		626
		632.3
		638.6
		645
		651.3
		657.6
		663.9
		670.3
		689.2
		695.6
		701.9
		708.2
		714.5
		720.8
		765.1
		771.4
		790.4
		822
		828.3
		866.3
		897.9
		2137

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.2026.1089
Your Reference: 31978: Willox sale of
18 & 18A

ecertificates@infotrack.com.au

Subject Land:

Property Number:	154231
Property Address:	18 Cameron Road QUEANBEYAN NSW 2620
Legal Description:	Lot 26 DP 13963

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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EMAIL/WEB

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

ABN 95 933 070 982

1.1.3 Development Control Plan

Lot 26 DP 13963

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.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 26 DP 13963 **No.**

2. Zoning and land use under relevant LEPs

2.1. Identity of the zone:

Lot 26 DP 13963

R2 Low Density Residential

2.2 **R2 Low Density Residential - Queanbeyan-Palerang Regional LEP 2022**

1. Objectives of zone

- **To provide for the housing needs of the community within a low density residential environment.**
- **To enable other land uses that provide facilities or services to meet the day to day needs of residents.**
- **To ensure new development complements the scale, density and form of existing development.**
- **To encourage development that is consistent with the low density amenity of existing and future residents.**
- **To encourage development that is designed to recognise the bushland character of the locality, where appropriate, and to minimise the impact of urban development, particularly on the edge of the urban area.**

2. Permitted without consent

Home businesses; Home occupations.

3. Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home industries; Neighbourhood shops; Oyster aquaculture; Pond-based aquaculture; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Tank-based aquaculture; Water reticulation systems.

4. Prohibited

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 26 DP 13963

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 26 DP 13963

R2 - Low Density Residential

The minimum lot size for the erection of a dwelling house is 600 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 26 DP 13963

No.

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

Lot 26 DP 13963

No.

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

Lot 26 DP 13963

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 26 DP 13963

Queanbeyan Section 7.12 Fixed Levy Development Contributions Plan 2019.

Lot 26 DP 13963

Queanbeyan Section 94 Contributions Plan for Extractive Industry 2014.

www.gprc.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 26 DP 13963

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 26 DP 13963

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 R2 Low Density Residential Lot 26 DP 13963	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	Yes
Part 3BA Pattern Book Development Code	No*
Part 3C Greenfield Housing Code	Not Applicable
Part 3D Inland Code	Yes
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

*The following development is not complying development under Part 3BA Pattern Book Development Code:

- development on bushfire prone land (refer to clause 11 of this certificate),
- development on a flood control lot (refer to clause 9 of this certificate),
- development that is complying development under the Housing Alterations Code (refer to Table 4.1),
- development on a battle-axe lot,
- development on any lot on which there is a secondary dwelling or group home, whether or not the development is attached to the dwelling or home,
- the erection of a building over a registered easement,
- development to which *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 applies, unless it is development that is being carried out by or on behalf of the New South Wales Land and Housing Corporation constituted by the *Housing Act 2001*,
- development on unsewered land, or
- development on land identified as susceptible to landslide risk in an environmental planning instrument applying to the land.

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.

Zone R2 Low Density Residential Lot 26 DP 13963	Reason
Part 3BA Pattern Book Development Code	Complying development under Part 4 Housing Alterations Code may be undertaken on this land.

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

Lot 26 DP 13963

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 26 DP 13963 **Yes.**

5.1.2. Division 2 Advertising and Signage Exempt Development Code

Lot 26 DP 13963 **Yes.**

5.1.3. Division 3 Temporary Uses and Structures Exempt Development Code

Lot 26 DP 13963 **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 26 DP 13963 **Not applicable.**

5.2.2. Division 2 Advertising and Signage Exempt Development Code

Lot 26 DP 13963 **Not applicable.**

5.2.3. Division 3 Temporary Uses and Structures Exempt Development Code

Lot 26 DP 13963 **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 26 DP 13963

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 26 DP 13963

No.

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

Lot 26 DP 13963

No.

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

Lot 26 DP 13963

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 26 DP 13963 **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 26 DP 13963 **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 26 DP 13963

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 26 DP 13963 **No.**

10.5. Highly erodible soils:

Lot 26 DP 13963 **No.**

10.6. Slopes over 18 degrees:

Lot 26 DP 13963 **No.**

10.7. Aircraft noise:

Lot 26 DP 13963 **No.**

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

10.8. Land near Cooma Road Quarry:

Lot 26 DP 13963 **No.**

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

Lot 26 DP 13963 **No.**

11. Bushfire prone land

Is the land bushfire prone?

Lot 26 DP 13963 **No.**

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 26 DP 13963 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 26 DP 13963 No.

17. Biodiversity certified land

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

Lot 26 DP 13963 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
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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
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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
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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 26 DP 13963 **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 26 DP 13963 **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 26 DP 13963 **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 26 DP 13963 **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 26 DP 13963 **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

20 May 2026

QUEANBEYAN-PALERANG REGIONAL COUNCIL SEWER SERVICE DIAGRAM

Infotrack
ecertificates@infotrack.com.au

Subject Land:

Certificate Number:	ENG.2026.0961
Property Address:	18 Cameron Road QUEANBEYAN NSW 2620
Legal Description:	Lot 26 DP 13963

Thank you for your request for a sewer service diagram for the above-mentioned 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: SK

Signature: 

27 May 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

144 Wallace St, Braidwood
13 Gibraltar St, Bungendore
257 Crawford St, Queanbeyan

POSTAL

PO Box 90, Queanbeyan NSW 2620

PHONE

P: 1300 735 025

EMAIL/WEB

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

ABN 95 933 070 982

PLAN OF SANITARY DRAINAGE
DESIGNED TO AS3500

PROJECT
PROPOSED SECONDARY RESIDENCE

DRAWING TITLE
HYDRAULIC SERVICES

PROJECT BLOCK AND SECTION
18 CAMERON ROAD
QUEANBEYAN NSW

884-208 NO. DRAWING NO. SCALE
H01 AS SHOWN@A3
DESIGNED BY CHECKED BY AUTHORIZED BY

CONTRIBUTION TO
COUNCIL/VERIFY DIMENSIONS
ON SITE.

ISSUE	DESCRIPTION OF ISSUE	DATE
A	COUNCIL APPROVAL	07.02.19

LEGEND

- SEWER MAIN
- SEWER DRAIN
- SEWER VENT
- DOMESTIC WATER
- NON-POTABLE WATER SUPPLY
- STORMWATER DRAIN
- STANDARD STREET HYDRANT
- STOP COCK
- WATER METER
- 90° AS LINE WITH FILTER SOCK CONNECTION TO STORMWATER DRAINAGE

REFERENCE

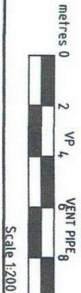
- AAV AIR ADMITTANCE VALVE
- CD CLEAN OUT
- CMR/D COLD WATER RISER/DROPPER
- DT DISCONNECTOR TRAP
- FW FLOOR WASTE
- GM GAS METER
- GO GAS OUTLET
- HC HOSE COCK
- HIDE HEAVY DUTY POLYETHYLENE HOT WATER SYSTEM INSPECTION OPENING
- INSPECTION SHAFT
- O/F OVERFLOW
- ORG OVERFLOW RELIEF GULLY
- SC STOP COCK
- SMH SEWER HANDLE
- ST SILT TRAP
- SVP SOLID VENT PIPE
- TD TUNDISH
- TG TEST GATE
- TTO TRAPPED TUNDISH
- UPVC UNPLASTICISED POLYVINYL CHLORIDE
- VENT PIPE

LEGEND

- YES
- 300X300 YARD SUPP. EXACT LOCATION TO BE DETERMINED ON SITE BY LANDSCAPE CONTRACTOR AND BUILDER

FIXTURE TABLE

1	WC	1
2	BATH	1
3	BASIN	1
4	SHOWER	1
5	KITCHEN SINK	1
6	LAUNDRY TROUGH	-
TOTAL		5



Scale 1:200

CAMERON ROAD

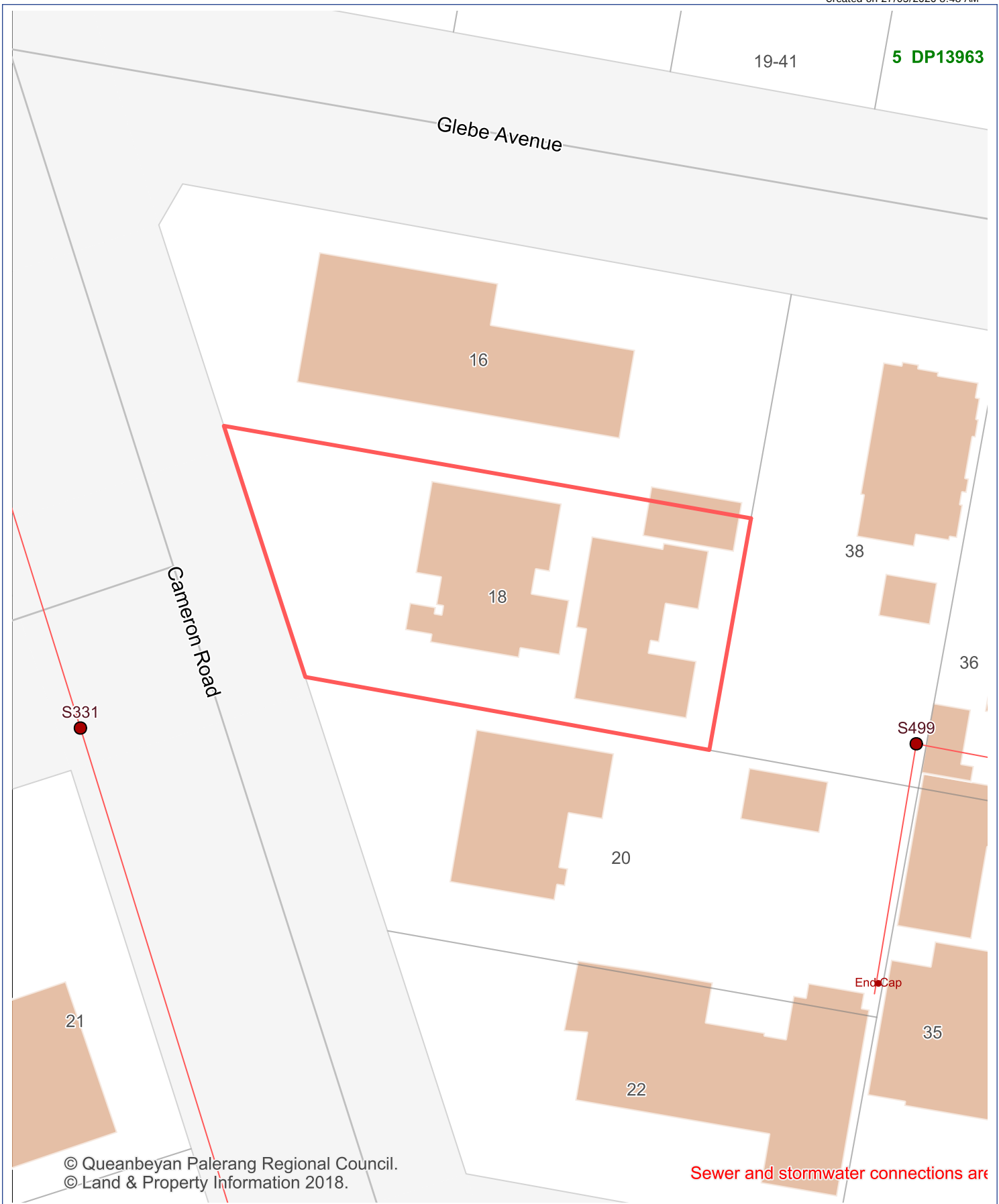
EXISTING STORM WATER RECORDS UNAVAILABLE. CONTRACTOR TO LOCATE EXISTING SERVICE AND CONNECT NEW DOWNPIPES

GENERAL NOTES

- EXISTING SEWER LINES TO BE LOCATED ON SITE PRIOR TO COMMENCEMENT OF WORK.
- ALL PLUMBING AND DRAINAGE TO BE INSTALLED IN ACCORDANCE WITH AS3500.
- ALL WORK TO BE CARRIED OUT IN ACCORDANCE WITH THE CAMBERRA SEWERAGE AND WATER SUPPLY REGULATIONS.
- THIS PLAN TO BE READ IN CONJUNCTION WITH APPROVED ARCHITECTURAL PLANS AND SPECIFICATIONS.
- INSPECTION SHAFT AT PROPERTY BOUNDARY TO BE IN ACCORDANCE WITH PLUMBING NOTE NO.3.
- ORG LEVELS TO BE IN ACCORDANCE WITH AS3500.2.2 CLAUSE 4.6.6.6 & 4.6.6.7 & PLUMBING NOTE 22.
- UNPLASTICISED POLYVINYL CHLORIDE PIPE DRAINS (UPVC) TO BE CONSTRUCTED IN ACCORDANCE WITH AS2032 AND THE CAMBERRA SEWERAGE AND WATER SUPPLY REGULATIONS.
- TEMPERED HOT WATER REQUIRED AT ALL ABUTMENT FIXTURES.
- PLUMBING AND DRAINAGE TO CONFORM TO COUNCIL STANDARDS.
- WAE MARK UP TO BE PROVIDED TO TIGG FOR LODGEMENT UPON COMPLETION OF PROJECT.

DOWN PIPE NOTES

- DOWNPIPES MUST BE SECURELY FIXED TO WALLS.
- THE SPACING BETWEEN DOWNPIPES MUST NOT MORE THAN 12 M.
- DOWNPIPES MUST BE FIXED AS CLOSE AS POSSIBLE TO VALLEY GUTTERS AND IF THE DOWNPIPE IS MORE THAN 12M FROM VALLEY, PROVISION FOR OVERFLOW MUST BE MADE.
- WHERE HIGH-FRONTED GUTTERS ARE INSTALLED, PROVISION MUST BE MADE TO AVOID ANY OVERFLOW FROM FLOWING BACK INTO ROOF OR BUILDING STRUCTURE BY INSTALLING SLOTTED GUTTERS OR THE LIKE.
- DOWNPIPES MUST:
 - A. BE COMPATIBLE WITH OTHER ROOFING MATERIALS USED IN THE ROOFING SYSTEM IN ACCORDANCE WITH 3.5.3.10 OF THE B.C.A.
 - B. BE SELECTED IN ACCORDANCE WITH APPROPRIATE LEAVES GUTTER SECTION AS SHOWN IN TABLE 3.5.2.2 OF THE B.C.A.



QPRC



Queanbeyan-Palerang Regional Council

257 Crawford St
Queanbeyan NSW 2620
Phone: 1300 735 025
www.qprc.nsw.gov.au

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Projection:

GDA2020 / MGA zone 55

Date:

27/05/2026

Created By:

Simran

Finalised GIPA request - Informal Access 18 Cameron Road QUEANBEYAN (Lot 26 DP 13963)

From GIPA - Informal <gipa.informal@qprc.nsw.gov.au>

Date Mon 2026-07-13 8:59 AM

To Firmin Kwong <firmin@harringtonhall.com.au>

 6 attachments (5 MB)

Authority to inspect building file (1).pdf; GIPA_-_Informal_2026-06-17T10-25-32_34765405_0.pdf; Receipt D001712117.pdf; 2459 - Activity Approval.pdf; CDC.03.19 - Complying Development Certificate.pdf; CDC.03.19 - Site, Floor and Elevation Plan.pdf;

Good morning Firmin,

Thank you for your payment for GIPA – Informal Access Application request for the property at **18 Cameron Road QUEANBEYAN (Lot 26 DP 13963)** receipt attached.

We are pleased to advise that our investigations of the development/building approval records and other records (where available) stored in Council's property for your property are as follows (please note that Council's records may not always be available or complete, or relevant as Council has been through multiple turnovers and amalgamations and that regulatory record-keeping practices may not have required for inspection records or other records to be kept at that time):

Building Card File – 18 Cameron Road

- We advise that Council records reveal that the original Dwelling was constructed by Housing Commission of NSW and as such Council does not hold any copies of any records such as a building approval, approved plans, or information regarding issue of an Occupation Certificate or the equivalent for the Dwelling. This is due to Housing Commission NSW as a separate government agency having their own regulatory practices and policies at that time for building approvals. The absence of documentation in relation to the building approval record does not mean that Council would take any action in relation to the building (providing that the building or building/s are structurally sound) and it does not prevent the continued use of the building/s.

Complying Development – CD-84-2019-PCA – Dual Occupancy

- - Complying Development Certificate – CDC.03.19 – Dated 27 March 2019 – Issued by AusCert
 - Activity Approval – 2459 – Dated 12 March 2019
 - Stamped Site, Floor and Elevation Plans – CDC.03.19 – Dated 12 March 2019 - Please note that the stamped plan is restricted copyright to Horizon Building Design. Council is not permitted to release any documents that are restricted copyright without the copyright owner's consent.

Documentation as selected on your GIPA application form

- Development Application Consent
- Final Occupation Certificate
- Site Plans
- Elevation Plans
- Internal Floor Plans

Summary of Council's building/development approval records

- Please note that the absence of any documentation in relation to the above mentioned Final Occupation Certificate records does not mean that Council would take any action in relation to the buildings (excluding any non-compliance related matters (if applicable), any mandatory fire safety requirements and if changes have been made to the property since the approval/s were issued and now), and it does not prevent the continued use of the buildings. However, if you require definitive confirmation that Council will not require any works to be carried out by virtue of the fact that the applications may not have been finalised or that there may have been changes made to the property since the approvals were issued and now, you could apply for a Building Information Certificate.

What is a Building Information Certificate

- A Building Information Certificate will provide advice that Council will not issue any order to demolish or repair any works for a period of seven years.
- A Building Information Certificate can be renewed after seven years, if required. Council will not enforce the requirements to apply for a new Building Information Certificate, this will be responsibility of the new owner/s of the property. If the new owners do apply for a Building Information Certificate, Council would need to undertake an inspection to check that the structures are still in accordance with original approval. If inspection is satisfactory, then a Building Information Certificate will be reissued.
- We recommend that you contact Council's Development & Environment team on **1300 735 025** should you have any further queries about how to apply for a Building Information Certificate in the NSW Planning Portal and any documentation that may be required for the application.

Copyright requirements

- Please note that in accordance with *Copyright Act 1968*, Council as a third-party, is prohibited from reproducing any plans or reports that are copyrighted. As advised, Council will facilitate requests to the respective copyright owners for copyright consent. If copyright consent is unavailable, the documents may be inspected by appointment with Council's Legal & Governance team.

Finalisation of your GIPA – Informal Access Application request

- We advise that your GIPA application is now finalised.
- If you have any queries in relation to the finalised GIPA application, please do not hesitate to contact Marlene Cantwell or Alexander Clark, Access to Information Officers of Council's Legal & Governance Section on 6285 6243 or 6285 6366.

Thanks

Alex

GIPA - Informal

Queanbeyan-Palerang Regional Council

Tel:

Web: www.qprc.nsw.gov.au

Mail: PO Box 90 Queanbeyan NSW 2620



We acknowledge the traditional custodians of the Queanbeyan-Palerang area and pay our respects to Elders past, present and emerging.

We acknowledge the stories, traditions and living cultures of First Nations Peoples on this land and commit to building a brighter future together.

Artist: Lynnice Church | Aboriginal Nations: Ngunnawal, Wiradjuri and Kamilaroi



From: GIPA - Informal <gipa.informal@qprc.nsw.gov.au>

Sent: Monday, 29 June 2026 10:19 AM

To: firmin@harringtonhall.com.au

Subject: Preliminary Investigations & Costings GIPA request - Informal Access 18 Cameron Road QUEANBEYAN (Lot 26 DP 13963)

Good morning Firmin,

Thank you for your GIPA – Informal Access Application request for the property at **18 Cameron Road QUEANBEYAN (Lot 26 DP 13963)** which was received by Council on **17 June 2026**.

We are pleased to advise that our preliminary investigations of the development/building approval records and other records (where available) stored in Council's property for your property are as follows (please note that Council's records may not always be available or complete, or relevant as Council has been through multiple turnovers and amalgamations and that regulatory record-keeping practices may not have required for inspection records or other records to be kept at that time):

Building Card File – 18 Cameron Road

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Complying Development – CD-84-2019-PCA – Dual Occupancy

-
- Complying Development Certificate – CDC.03.19 – Dated 27 March 2019 – Issued by AusCert
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- Stamped Site, Floor and Elevation Plans – CDC.03.19 – Dated 12 March 2019 - Please note that the stamped plan is restricted copyright to Horizon Building Design. Council is not permitted to release any documents that are restricted copyright without the copyright owner's consent.

Documentation as selected on your GIPA application form

- Development Application Consent
- Final Occupation Certificate
- Site Plans
- Elevation Plans
- Internal Floor Plans

Council's fees and charges

If you wish to proceed with your GIPA application with the items identified, please contact Council's Customer Relations Staff on **1300 735 025** to pay the application and scanning charges totalling **\$524** which is as follows:

Council's Application fee for GIPA requests property information request

- Council's application fee of **\$500** (for property information package).

Other Charges in accordance with Council's fees and charges

- Scanning charges/photocopying charges of \$2.00 per copy for A3 or A4 copies and \$13.00 per copy for large plan form copies. We have calculated the scanning charges at **\$24** for copies of the documents as selected on your GIPA application form (where available).

Summary of Council's building/development approval records

- Please note that the absence of any documentation in relation to the above mentioned Final Occupation Certificate records does not mean that Council would take any action in relation to the buildings (excluding any non-compliance related matters (if applicable), any mandatory fire safety requirements and if changes have been made to the property since the approval/s were issued and now), and it does not prevent the continued use of the buildings. However, if you require definitive confirmation that Council will not require any works to be carried out by virtue of the fact that the applications may not have been finalised or that there may have been changes made to the property since the approvals were issued and now, you could apply for a Building Information Certificate.

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Payment of GIPA application fee, scanning charges and delivery of documentation

- Please email the receipt for payment of the GIPA application and scanning fees and we will provide the completed information usually within 3-5 business days (subject to any outstanding copyright requests).
- If you have any queries, please do not hesitate to contact Alex Clark or Marlene Cantwell, Access to Information Officers of Council's Legal & Governance Section on 6285 6366 or 6285 6243.

Disclaimer: If you are not the intended recipient of this email, please do not make use of it or its attachments and immediately delete all related email correspondence. While Council makes every effort to ensure that information provided herein is accurate and up to date, such material does in no way constitute the provision of professional advice. Council does not guarantee and accepts no legal liability whatsoever arising from or connected to, the accuracy, reliability, currency, or completeness of any material contained in this email.

Kind regards, Alex

GIPA - Informal

Queanbeyan-Palerang Regional Council

Tel:

Web: www.qprc.nsw.gov.au

Mail: PO Box 90 Queanbeyan NSW 2620



We acknowledge the traditional custodians of the Queanbeyan-Palerang area and pay our respects to Elders past, present and emerging.

We acknowledge the stories, traditions and living cultures of First Nations Peoples on this land and commit to building a brighter future together.

Artist: Lynnice Church | Aboriginal Nations: Ngunnawal, Wiradjuri and Kamilaroi



From: Snapforms Notifications <no-reply@snapforms.com.au>

Sent: Wednesday, 17 June 2026 10:26 AM

To: Council Mail <Council.Mail@qprc.nsw.gov.au>

Subject: GIPA request - Informal Access

[EXTERNAL] This email originated from outside of the organisation. Please do not click links or open attachments unless you recognise the sender and know that the content is safe.

You have received a new GIPA - informal access request.

Please register and send to Governance for processing.

Date: 17/06/2026

Are you applying as an: Company

Company Name: Harrington Hall Lawyers

Contact name: Firmin Kwong

ABN: 61 602 793 199

Email: firmin@harringtonhall.com.au

Phone: 02 6185 0999

Address: Harrington Hall Lawyers, GPO Box 364, Canberra City ACT 2601

What type of information do you require?: Property Information Request (DA Consents, Occupation Certificates, Plans etc)

Property address for GIPA request: 18 & 18A Cameron Road, Queanbeyan NSW 2620
(Folio: 26/13963)

Why do you want this information?: Acting for the owner in their sale

What information do you require?: Development Application Consent, Final Occupation Certificate, Site plans , Elevation plans, Internal floor plan

Are you the property owner?: No

Please attach owner's authorisation: Authority to inspect building file (1).pdf

How do you wish to access this information?: Email

I declare that the information provided is correct: Yes

This message has been scanned for malware by Websense. www.websense.com



GIPA - Informal Access

Date *

17/06/2026

Are you applying as an *

- ☐ Individual
☒ Company

Company Name *

Harrington Hall Lawyers

Contact name *

Firmin Kwong

ABN *

61 602 793 199

Email *

firmin@harringtonhall.com.au

Phone *

02 6185 0999

Address *

Harrington Hall Lawyers, GPO Box 364, Canberra City ACT 2601

Details of information sought

Type of Request	Cost
Property Information Package - relating to sales/buyer due diligence and is applicable to all applicants – Real Estate Agents, current home owners, prospective purchasers, Conveyancers, Solicitors NOTE: This fee was resolved at the Council meeting of 11 September 2024 (refer Resolution 443/24)	\$500.00
Property Information Requests – information pre 1 July 2010	\$250.00
Property Information Requests – information post 1 July 2010	No fee in accordance with the Government Information (Public Access) Regulation 2018

What type of information do you require? *

- ☒ Property Information Request (DA Consents, Occupation Certificates, Plans etc)
☐ Access to Personal Information held by Queanbeyan-Palerang Regional Council

Property Information Request

Please describe the information you would like to access in enough detail to allow us to identify it, including the address of the property concerned.

Note: If you do not give enough details about the information, the agency may refuse to process your application.

Property address for GIPA request *

18 & 18A Cameron Road, Queanbeyan NSW 2620 (Folio: 26/13963)

Why do you want this information? *

Acting for the owner in their sale

What information do you require? *

- ☒ Development Application Consent
- ☒ Final Occupation Certificate
- ☒ Site plans
- ☒ Elevation plans
- ☒ Internal floor plan
- ☐ Other

Please list any structures currently on the property including approximate construction dates (if known)

Property Owners Authority to Inspect Files

Are you the property owner? *

No

If you are not the Owner of the above property, Owner/s permission is required to access Council property files for all development information prior to July 2010. It is also required to obtain residential floor plan information, which is not considered to be open access information.

Written authorisation will be required from one of the following before any such information will be provided.

1. A written letter or email from the owner
2. A written letter or email from the owner/s solicitor
3. A written letter or email from the owner/s real estate agent

Please attach owner's authorisation (if required).

If there is more than one owner, authorisation must be provided by all owners. Companies must provide proof of directorship e.g. a current company extract from the Australian Securities & Investments (ASIC) or similar document.

Please attach owner's authorisation

Other attached files: Authority to inspect building file (1).pdf

Request details and declaration

How do you wish to access this information? *

- ☒ Email
- ☐ View file at a QPRC Customer Service Centre. One of our Customer Service Officers will contact you to schedule an appointment.

Privacy and personal information protection notice

- This information is voluntarily required to process your request
- Your application will be retained in Council's Records Management System and disposed of in accordance with the Local Government Disposal Authority
- Your personal information can be accessed and corrected at any time by contacting this Council

Waiver

In consideration of Council releasing plans, surveys and other documents in respect of Development Approvals for the land, undertake not to use such copies for any purpose not associated with the property.

The applicant will indemnify Council in respect of any action or claim arising from this application.

Applicant acknowledgement

- ☒ I declare that the information provided is correct *

Office use only

CSO Name	
Application fee	
Date paid	
Administration fee	
Date paid	

Queanbeyan-Palerang Regional Council

PO Box 90
Queanbeyan NSW 2620
Phone:1300 735 025
ABN: 9593307082



Copy Tax Invoice

Receipt No: D001712117

HARRINGTON HALL

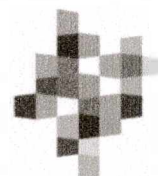
Date 10 Jul 2026
Time 3:58:47PM
Register QBN_CALLCENT_
Salesperson ZAMDOM

<i>Item/Description</i>	<i>Qty</i>	<i>Price</i>	<i>GST</i>	<i>Amount</i>
† Fees - GIPA - R (Account: 104652-1100-41155) 18 Cameron Road QUEANBEYAN NSW 2620	1.00	500.00	0.00	500.00
Photocopying of file 18 Cameron Road QUEANBEYAN NSW 2620	1.00	24.00	0.00	24.00
Total Amount:			0.00	524.00

<i>Payment</i>	<i>Amount</i>
Eftpos (Integrated)	524.00
Total Tendered	524.00
Rounding Amount	0.00
Change	0.00
Includes GST	0.00

NAB EFTPOS

† Refer to the Invoice for GST treatment.



Ref: 2459

12-Mar-2019


18 Cameron Road
QUEANBEYAN NSW 2620

Dear Sir/Madam

Council is pleased to advise that your Activity Approval No 2459 relating to LOT 26 DP 13963, No. 18 Cameron Road, QUEANBEYAN NSW 2620 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 approval.

Should you have any further enquiries please contact Connie Bailey of Council's Natural and Built Character section on 6285 6244.

Yours faithfully

M J Thompson
Portfolio General Manager
Natural and Built Character

Per 

encl

OFFICES

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

POSTAL

PO Box 90, Queanbeyan NSW 2620

PHONE

P: 1300 735 025

EMAIL/WEB

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

ABN 95 933 070 982

**Notice of Determination of an
Activity Approval**
issued under the *Local Government Act*

**TO: Mr O Wilcox
18 Cameron Road
QUEANBEYAN NSW 2620**

Activity Application No: **2459**

Land To Be Developed **LOT 26 DP 13963,

18 Cameron Road, QUEANBEYAN NSW 2620**

Proposed Activity (This consent is issued in respect of the following matters):

Type: **PART B APPROVALS**

Development Description: **Water and Sewer Works**

Decision Of Council **APPROVED WITH CONDITIONS**

Date Of Decision: **12-Mar-2019**

Consent To Operate From: **12-Mar-2019**

Consent To Lapse On: **12-Mar-2024**

THIS APPROVAL IS SUBJECT TO THE PROVISIONS OF THE LOCAL GOVERNMENT ACT AND REGULATIONS AND ANY CONDITIONS ATTACHED AS PART OF THIS APPROVAL

This approval shall not extend to and shall not affect the rights of Council in respect of any matter in or arising out of such plans, specifications and details which are not in conformity with the Local Government Act 1993 and the Regulations thereunder and any Local Approvals Policies, Local Orders Policies and Codes adopted by Council. This approval may be revoked or modified by Council under section 108 of the Local Government Act 1993 if the circumstance outlined in section 109 of the act is found to exist.

CONDITIONS ATTACHED TO ACTIVITY APPROVAL NO. 2459

Conditions of Approval

PLUMBING AND DRAINAGE

1. **PLUMBING AND DRAINAGE INSTALLATION REGULATIONS**
Plumbing and drainage work must be carried out in accordance with the requirements of the *Local Government (General) Regulation 2005*, the *Plumbing and Drainage Act 2011* and Regulations under that Act and with the Plumbing Code of Australia. Such work must be carried out by a person licensed by the NSW Department of Fair Trading.

REASON: This is a mandatory condition under the provisions of the *Local Government (General) Regulation 2005*. (80.02)

2. **INSPECTION OF PLUMBING AND DRAINAGE**
Plumbing and Drainage must be inspected by Council at the relevant stages of construction in accordance with Council's inspection schedule.

REASON: To ensure compliance with the inspection requirements of *Plumbing and Drainage Regulation 2012* and Council's inspection schedule. (80.03)

3. **PROTECT EXISTING HOUSE DRAINS FROM FOOTINGS**
Existing house drainage and stormwater drainage lines must be protected where they pass through proposed footings.

REASON: To ensure the integrity of the drainage lines is maintained. (80.04)

4. **FLOOR LEVEL TO BE 150mm ABOVE YARD GULLY**
The floor level of areas with fixtures connected to sewer must be at least 150mm above overflow level of the yard gully and surface water must be prevented from entering the yard gully.

REASON: To ensure any sewage surcharges occur outside the building and to prevent surface water from entering the sewerage system. (80.05)

5. **HEATED WATER NOT TO EXCEED 50 DEGREES C**
All new heated 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 accidental scalding. (80.07)

6. INSULATE HEATED AND COLD WATER SERVICE PIPES

Heated and cold water service pipes installed in the following areas of the building must be insulated in accordance with the requirements of AS 3500: Plumbing and Drainage:

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

REASON: To prevent the water service being damaged by water freezing within the pipes due to local climatic conditions. **(80.12)**

7. STORMWATER DISPOSAL REQUIREMENTS IN GOOGONG

Overflow from the rainwater tank and all other stormwater generated within the property must be trapped and piped to the existing stormwater disposal system, or to an absorption trench.

REASON: To provide a satisfactory standard of stormwater disposal. **(80.21)**

Review of Determination

Applicants are advised the following -

- their right to request the Council to review its determination of the application. The request for a review must be made within twenty eight (28) days after the date of the determination (section 100 - Local Government Act 1993).
- their right of appeal to the Land and Environment Court if they consider they are dissatisfied with the determination of the application by Council. The appeal must be within twelve (12) months of the date endorsed on the notice of determination (section 176 - Local Government Act 1993).

Signed on behalf of the consent authority

M J Thompson
Portfolio General Manager
Natural and Built Character

Per 

12-Mar-2019

Please Note: Dial Before You Dig

Underground assets may exist in the area that is subject to your application. In the interests of health and safety and in order to protect damage to third party assets please contact Dial before you dig at www.1100.com.au or telephone on 1100 before excavating or erecting structures (This is the law in NSW). If alterations are required to the configuration, size, form or design of the development upon contacting the Dial before You Dig service, an amendment to the development consent (or a new development application) may be necessary. Individuals owe asset owners a duty of care that must be observed when working in the vicinity of plant or assets. It is the individual's responsibility to anticipate and request the nominal location of plant or assets on the relevant property via contacting the Dial before you dig service in advance of any construction or planning activities.

Telecommunications Act 1997 (Commonwealth)

Telstra (and its authorized contractors) are the only companies that are permitted to conduct works on Telstra's network and assets. Any person interfering with a facility or installation owned by Telstra is committing an offence under the Criminal Code Act 1995 (Cth) and is liable for prosecution. Furthermore, damage to Telstra's infrastructure may result in interruption to the provision of essential services and significant costs. If you are aware of any works or proposed works which may affect or impact on Telstra's assets in any way, you are required to contact: Telstra's Network Integrity Team on Phone Number 1800810443.

This certificate authorises the Applicant (or a person having the benefit of this certificate) to carry out the development in accordance with the conditions set out in the certificate and the plans and specifications that have been approved.

A. THE APPLICATION

1. The Applicant

Mr ☒	Ms ☐	Mrs ☐	Dr ☐	Other ☐	
First name		Family name / Name of Company & ABN			
Unit/street no.		Street name			
Suburb or town		State	Postcode		
Daytime telephone		Fax	Mobile		
Email					

2. The land

Street No. and Name		
Suburb/Town	State	Postcode
Lot No.	Section	
DP/SP No.	Volume/Folio	
Land Use Zone		

3. Description of the proposed development

Secondary dwelling

4. Date of the application

18/02/2019

5. Date application received by the certifying authority

19/03/2019

B. CERTIFYING AUTHORITY

Name

Stephen S Kolano

Address

PO Box 148

Calwell ACT 2905

Accreditation Number

BPB 2927

C. CERTIFICATION

I certify that the proposed development is complying development, and if carried out as specified in this certificate will comply with all development standards applicable to the development and with the requirements prescribed by the *Environmental Planning & Assessment Regulation 2000* concerning the issue of this certificate.

The issue of this certificate has been endorsed on the documents listed below which were provided in connection with the application for this certificate.

Note: List all plans, specifications and other documents approved and endorsed by the issue of the certificate.

Plan 1-22

D. CLASS OF BUILDING

Note: To be completed if the development involves the "erection of a building" (which includes the rebuilding, alteration, enlargement or extension of a building- see definition at s.4(2)(b) Environmental Planning & Assessment Act 1979 ("the Act"))

The proposed building will be a class*

1a, 10a

building under the *Building Code of Australia*.

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

E. CONDITIONS

This Certificate is subject to the conditions set out in the attached Schedule of Conditions.

Note: Conditions may only be those required to be imposed by legislation or an environmental planning instrument.

F. ZONING

Note: To be completed for complying development under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 ("the Policy").

The land use zone within which the land is situated is

R2

Note: Also to be completed if the land is not zoned under a 'standard instrument' (ie. an environmental planning instrument made in a standard form, by order of the Governor under s.33A(2) of the EP&A Act). See-Clause 134(1A) EP&A Reg.

The equivalent land use zone applicable to the land under the Policy is

R2

G. ATTACHMENTS

The following documents are attached (tick as appropriate):



Plans endorsed by the Certifying Authority (listed below)



Fire Safety Schedule



Fire Link Conversion Schedule



Schedule of Conditions

H. DATES

Date of this Certificate

27/03/2019

Date on which certificate lapses

27/03/2024

I. Signature of certifying authority

Name

Stephen S Kolano

Signature



DRAINAGE PLAN NO: _____

PLAN OF SANITARY DRAINAGE DESIGNED TO AS3500

PROJECT
 PROPOSED SECONDARY RESIDENCE

CLIENT
 DALMO HOMES

DRAWING TITLE
 HYDRAULIC SERVICES

PROJECT BLOCK AND SECTION
 18 CAMERON ROAD
 QUEANBEYAN NSW

IBG JOB NO. 19053 **DRAWING NO.** H01 **SCALE** AS SHOWN @ A3

DESIGNED BY IK **CHECKED BY** IK **AUTHORISED BY**

 DO NOT SCALE OFF DRAWINGS.
 CONTRACTOR TO
 CONFIRM/VERIFY DIMENSIONS
 ON SITE

ISSUE	DESCRIPTION OF ISSUE	DATE
A	COUNCIL APPROVAL	07.02.19

seventeen 17
 BUILDING GROUP
 IVAN@17BG.COM.AU

LEGEND

	SEWER MAIN
	STORMWATER MAIN
	WATER MAIN
	SEWER DRAIN
	SEWER VENT
	DOMESTIC WATER
	NON-POTABLE WATER SUPPLY
	STORMWATER DRAIN
	STANDARD STREET HYDRANT
	STOP COCK
	WATER METER
	900 AG LINE WITH FILTER SDOCK CONNECTION TO STORMWATER DRAINAGE
	300X300 YARD SUMP. EXACT LOCATION TO BE DETERMINED ON SITE BY LANDSCAPE CONTRACTOR AND BUILDER

REFERENCE

AAV	AIR ADMITTANCE VALVE
CO	CLEAR OUT
CWR/D	COLD WATER RISER/DROPPER
DT	DISCONNECTOR TRAP
FW	FLOOR WASTE
GM	GAS METER
GO	GAS OUTLET
HC	HOSE COCK
HDPE	HEAVY DUTY POLYETHYLENE
HWS	HOT WATER SYSTEM
IS	INSPECTION OPENING
IS	INSPECTION SHAFT
O/F	OVERFLOW
ORG	OVERFLOW RELIEF GULLY
SC	STOP COCK
SMH	SEWER MANHOLE
ST	SILT TRAP
SVP	SOIL VENT PIPE
TD	TUNDISH
TG	TEST GATE
TTD	TRAPPED TUNDISH
UPVC	UNPLASTICISED POLYVINYL CHLORIDE
VP	VENT PIPE



Scale 1:200

FIXTURE TABLE

1	WC	1
2	BATH	1
3	BASIN	1
4	SHOWER	1
5	KITCHEN SINK	1
6	LAUNDRY TROUGH	-
TOTAL		5

 Activity Consent No. 2459
 Date: 12 March 2019

Signature

QPRC
 Approval of Activity Application under
 section 88 of the Local Government Act 1993
 The approved plan is to be read and compiled
 with in conjunction with Council's conditions of consent

CAMERON ROAD

Existing Dwelling

 EXISTING STORM WATER
 RECORDS UNAVAILABLE.
 CONTRACTOR TO LOCATE
 EXISTING SERVICE AND
 CONNECT NEW DOWNPIPES

GENERAL NOTES

- EXISTING SEWER LINES TO BE LOCATED ON SITE PRIOR TO COMMENCEMENT OF WORK.
- ALL PLUMBING AND DRAINAGE TO BE INSTALLED IN ACCORDANCE WITH AS3500.
- ALL WORK TO BE CARRIED OUT IN ACCORDANCE WITH THE CAMBERRA SEWERAGE AND WATER SUPPLY REGULATIONS.
- THIS PLAN TO BE READ IN CONJUNCTION WITH APPROVED ARCHITECTURAL PLANS AND SPECIFICATIONS.
- INSPECTION SHAFT AT PROPERTY BOUNDARY TO BE IN ACCORDANCE WITH PLUMBING NOTE No3.
- ORG LEVELS TO BE IN ACCORDANCE WITH AS3500.2.2 CLAUSE 4.6.6.6 & 4.6.6.7 & PLUMBING NOTE 22.
- UNPLASTICISED POLYVINYL CHLORIDE PIPE DRAINS (UPVC) TO BE CONSTRUCTED IN ACCORDANCE WITH AS2032 AND THE CAMBERRA SEWERAGE AND WATER SUPPLY REGULATIONS.
- TEMPERED HOT WATER REQUIRED AT ALL ABLUTION FIXTURES.
- PLUMBING AND DRAINAGE TO CONFORM TO COUNCIL STANDARDS
- WAE MARK UP TO BE PROVIDED TO 17BG FOR LODGEMENT UPON COMPLETION OF PROJECT

DOWN PIPE NOTES

- DOWNPIPES MUST BE SECURELY FIXED TO WALLS.
- THE SPACING BETWEEN DOWNPIPES MUST NOT MORE THAN 12 M.
- DOWNPIPES MUST BE FIXED AS CLOSE AS POSSIBLE TO VALLEY GUTTERS AND, IF THE DOWNPIPE IS MORE THAN 12M FROM VALLEY, PROVISION FOR OVERFLOW MUST BE MADE.
- WHERE HIGH-FRONTED GUTTERS ARE INSTALLED, PROVISION MUST BE MADE TO AVOID ANY OVERFLOW FROM FLOWING BACK INTO ROOF OR BUILDING STRUCTURE BY INSTALLING SLOTTED GUTTERS OR THE LIKE.
- DOWNPIPES MUST-
 - BE COMPATIBLE WITH OTHER ROOFING MATERIALS USED IN THE ROOFING SYSTEM IN ACCORDANCE WITH 3.5.3(C) OF THE B.C.A
 - BE SELECTED IN ACCORDANCE WITH APPROPRIATE EAVES GUTTER SECTION AS SHOWN IN TABLE 3.5.2.2 OF THE B.C.A.

INTERIM PLAN

GENERAL NOTES

- All materials and work practices shall comply with, but not limited to the Building Regulations 2018, National Construction Code Series 2016 Building Code of Australia Vol 2 and all relevant current Australian Standards (as amended) referred to therein.
- Unless otherwise specified, the term BCA shall refer to National Construction Code Series 2016 Building Code of Australia Volume 2.
- All materials and construction practice shall meet the Performance Requirements of the BCA. Where an alternative solution is proposed then, prior to implementation or installation, it first must be assessed and approved by the Relevant Building Surveyor as meeting the Performance Requirements of the BCA.
- Glazing, including safety glazing, shall be installed to a size, type and thickness so as to comply with:
 - BCA Part 3.6 for Class 1 and 10 Buildings within a design wind speed of not more than N3; and
 - NCC 2016 BCA Vol 1 Part B1.4 for Class 2 and 9 Buildings.
- Waterproofing of wet areas, being bathrooms, showers, shower rooms, laundries, sanitary compartments and the like shall be provided in accordance with AS 3740-2010: Waterproofing of Domestic Wet Areas.
- These Drawings shall be read in conjunction with any House Energy Rating (HERS) report and shall be constructed in accordance with the stamped plans endorsed by the accredited Thermal Performance Assessor without alteration.
- Step sizes (other than for spiral stairs) to be:
 - Risers (R) 190mm maximum and 115mm minimum
 - Golng (G) 355mm maximum and 240mm minimum
 - 2R + 1G = 700mm maximum and 550mm minimum
 - with less than 125mm gap between open treads.
- For Class 1 and 10 buildings all treads, landings and the like to have non-slip finish or suitable non-skid strip near edge of nosing, and for Class 2, 3 and 4 all treads, landings and the like to have a slip-resistance classification of P3 or R10 for dry surface conditions and P3 or R11 for wet surface conditions, or a nosing strip with a slip-resistance classification of P3 for dry surface conditions and P4 for wet surface conditions.
- Provide balustrades where change in level exceeds 1000mm above the surface beneath landings, ramps and/or treads. Balustrades (other than tensioned wire balustrades) to be:
 - 1000mm min. above finished surface level of balconies, landings or the like, and
 - 865mm min. above finished surface level of stair nosing or ramp, and
 - vertical with less than 125mm gap between, and
 - any horizontal element within the balustrade between 150mm and 760mm above the floor must not facilitate climbing where changes in level exceeds 4000mm above the surface beneath landings, ramps and/or treads.
- Wire balustrade construction to comply with NCC 2016 BCA Part 3.9.2.3 for Class 1 and 10 Buildings and NCC 2016 BCA Volume 1 Part D2.16 for other Classes of Buildings.
- Top of hand rails to be minimum 865mm vertically above stair nosing and floor surface of ramps.
- Window sizes nominated are nominal only. Actual size may vary according to manufacturer. Windows to be flashed all around.
- Where the building (excludes a detached Class 10) is located in a termite prone area, the area to underside of building and perimeter is to be treated against termite attack.
- Concrete stumps:
 - up to 1400mm long to be 100mm x 100mm (1 No. H.D. Wire)
 - 1401mm to 1800mm long to be 100mm x 100mm (2 No. H.D. Wires)
 - 1801mm to 3000mm long to be 125mm x 125mm (2 No. H.D. Wires)
 - 100mm x 100mm stumps exceeding 1200mm above ground level to be braced where no perimeter base brickwork provided.
- For buildings in marine or other exposure environments shall have masonry units, mortar and all built in components and the like complying with the durability requirements of Table 4.1 of AS 4773.1-2010 'Masonry in small buildings' Part 1: Design.
- All stormwater to be taken to the legal point of discharge to the Relevant Authorities approval.
- These drawings shall be read in conjunction with all relevant structural and all other consultants' drawings/ details and with any other written instructions issued in the course of the contract.
- Site plan measurements in metres – all other measurements in millimetres u.n.o.
- Figured dimensions take precedence over scaled dimensions.
- The Builder shall take all steps necessary to ensure the stability and general water tightness of all new and/or existing structures during all works.
- The Builder and Subcontractors shall check and verify all dimensions, setbacks, levels and specifications and all other relevant documentation prior to the commencement of any works. Report all discrepancies to this office for clarification.
- Installation of all services shall comply with the respective supply authority requirements.
- The Builder and Subcontractor shall ensure that all stormwater drains, sewer pipes and the like are located at a sufficient distance from any buildings footing and/ or slab edge beams so as to prevent general moisture penetration, dampness, weakening and undermining of any building and its footing system.
- These plans have been prepared for the exclusive use by the Client of Horizon Building Design ('The Designer') for the purpose expressly notified to the Designer. Any other person who uses or relies on these plans without the Designer's written consent does so at their own risk and no responsibility is accepted by the Designer for such use and/or reliance.

- The approval by this office of a substitute material, work practice, variation or the like is not an authorisation for its use or a contract variation. Any said variations must be accepted by all parties to the agreement and where applicable the Relevant Building Surveyor prior to implementing the said variation.

STORMWATER

90 mm DIA. Class 6 UPVC stormwater line laid to a minimum grade of 1:100 and connected to the legal point of stormwater discharge. Provide inspection openings at 9000mm C/C and at each change of direction.

The cover to underground stormwater drains shall be not less than

- 100mm under soil
- 50mm under paved or concrete areas
- 100mm under unreinforced concrete or paved driveways
- 75mm under reinforced concrete driveways

SITE ENVIRONMENT DESIGN INFORMATION

Site Classification

Site classification as Class: Refer to soil report No:

Design Gust Wind Speed / Wind Classification

Building tie-downs to be provided in accordance with AS1684-2010 for an assumed design gust wind speed / wind classification of N1 (subject to confirmation on site by Relevant Building Surveyor at first inspection) refer to AS1684 for construction requirements.

Climate Zone

Climate zone for thermal design / thermal performance assessment : Zone 7.

Corrosion protection of built-in structural members Provide corrosion protection of built-in structural steel members such as steel lintels, shelf angles, connectors, accessories (other than wall ties) in accordance with Table 4.1 of AS4773.1-2010 Masonry in Small Buildings.

Part 1: Design suitable for an Environment Classification of Low.

Corrosion protection for sheet roofing

Provide corrosion protection for sheet roofing in accordance with BCA Table 3.5.1.1a suitable for an Environment Classification of Low.

AUTHORITIES / CONSULTANTS

Municipality:	Queanbeyan-Palerang Regional Council, Ph: 1300 735 025
Building Surveyor:	
Sewerage Authority Name:	Queanbeyan-Palerang Regional Council, Ph: 1300 735 025
Consulting Structural Engineer:	
Geotechnical Engineer:	
Land Surveyor:	4D Surveying, Ph: (02) 6280 7243
Thermal Performance Assessor:	Building Sustainability Assessments, Ph: 02 4962 3439

PROPOSED SECONDARY DWELLING FOR OLIVER WILCOX AT 18 CAMERON ROAD QUEANBEYAN



ISSUE	DESCRIPTION	DATE
F	Concept Design	16/10/18
G	Working Drawings	23/11/18
H	Kitchen/Living	28/11/18

Important Notes:
Figured Dimensions take precedence. It is the builder's and all sub-contractor's responsibility to verify all dimensions, levels and existing conditions on site prior to commencement of any works and ordering of materials.
Any discrepancies are to be reported to this office before proceeding with work.
These drawings shall not be altered in any form without written permission.

Project:
SECONDARY DWELLING

Project Address:
18 Cameron Road Queanbeyan

For:
[Redacted]

Drawing:
WORKING DRAWINGS

Drawn by:	Map Ref:
JB	
Checked by:	Page Size:
PH	A3
Date:	Issue:
29 January 2019	H

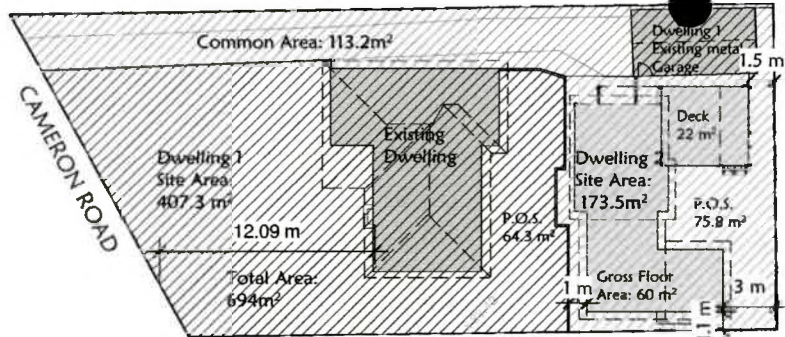
Sheet: 1 of 12

Project number: D16-30

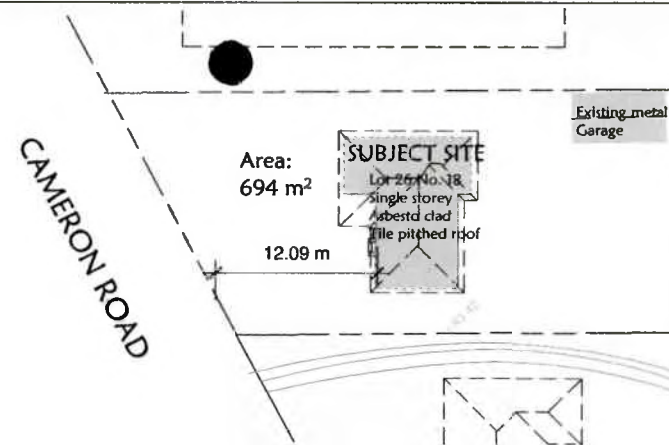
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www.horizonbd.com.au

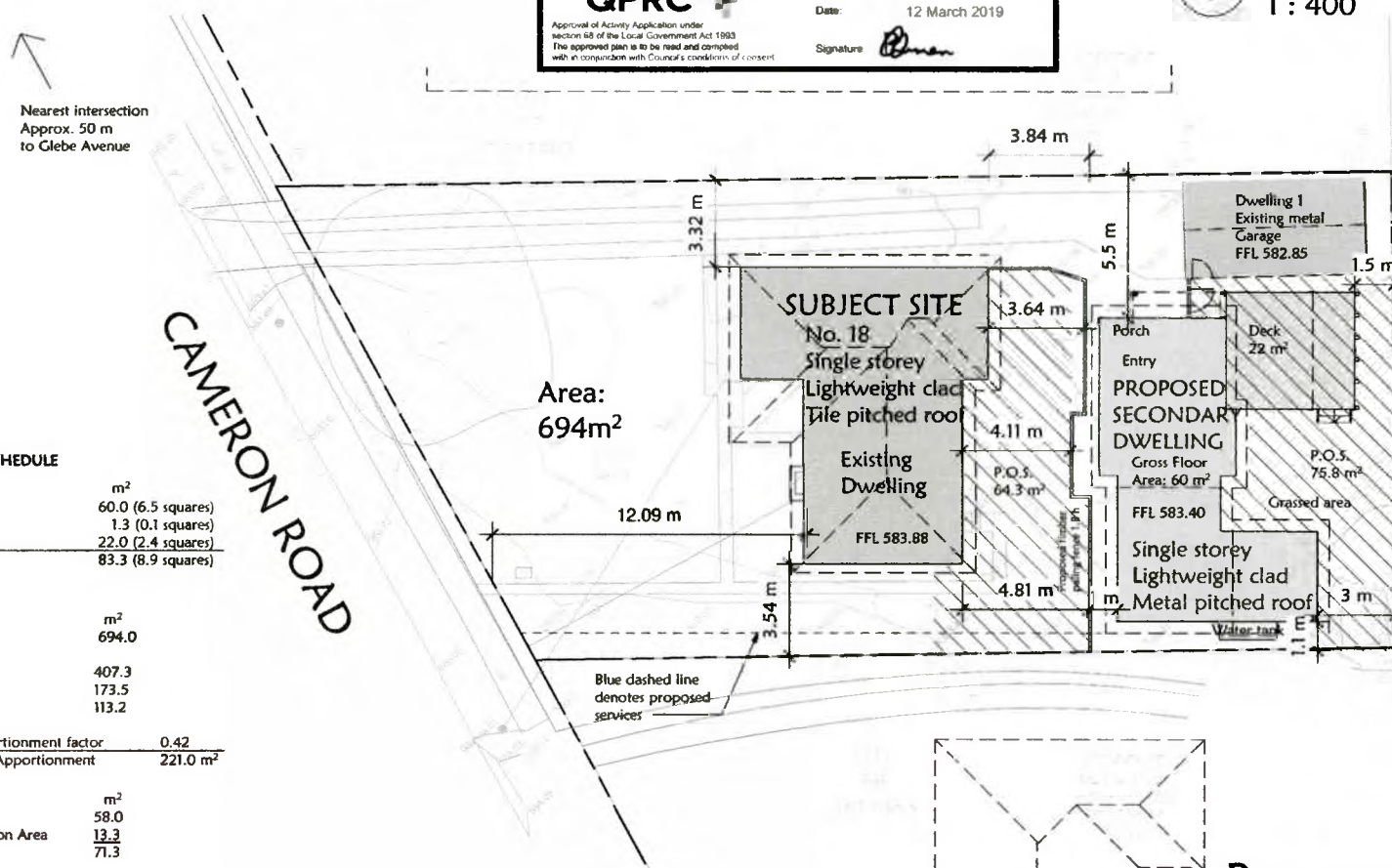
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3 Proposed Site Areas
1 : 300



1 Existing Site Plan
1 : 400



2 Proposed Site Plan
1 : 200

AREA SCHEDULE

	m ²
DWELLING	60.0 (6.5 squares)
PORCH	1.3 (0.1 squares)
DECK	22.0 (2.4 squares)
TOTAL DWELLING	83.3 (8.9 squares)

SITE INFORMATION	m ²
Total Site	694.0
Main Dwelling	407.3
Secondary Dwelling	173.5
Common Area	113.2

Secondary Dwelling Apportionment factor	0.42
Secondary Dwelling with Apportionment	221.0 m ²

GARDEN AREA	m ²
Secondary Dwelling	58.0
Apportionment of Common Area	13.3
Total	71.3

PRIVATE OPEN SPACE	m ²
Main Dwelling	64.3
Secondary Dwelling	75.8

ISSUE	DESCRIPTION	DATE
F	Concept Design	16/10/18
G	Working Drawings	23/11/18
H	Kitchen/living	28/11/18



Important Notes:

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Project:
SECONDARY DWELLING

Project Address:
18 Cameron Road Queanbeyan

For:

Drawing:
WORKING DRAWINGS

Drawn by: JB Map Ref:

Checked by: PH Page Size: A3

Date: 29 January 2019 Issue: H

Sheet: 2 of 12

Project number: D16-30

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**NOTE:
PLUMBING WORK**

All plumbing work to be carried out by a Licensed Contractor as per Australian Standards, Building Regulations and local authority's requirements.

All plumbing fitting locations shall be verified on-site by contractor/builder/owner before installation.

SERVICE PIPES

All service pipes (excluding downpipes), fixtures and fittings must be concealed on exposed elevations to the satisfaction of the responsible authority.

NOTE:

Termite protection to be provided in accordance with AS 3660

PLUMBER NOTE:

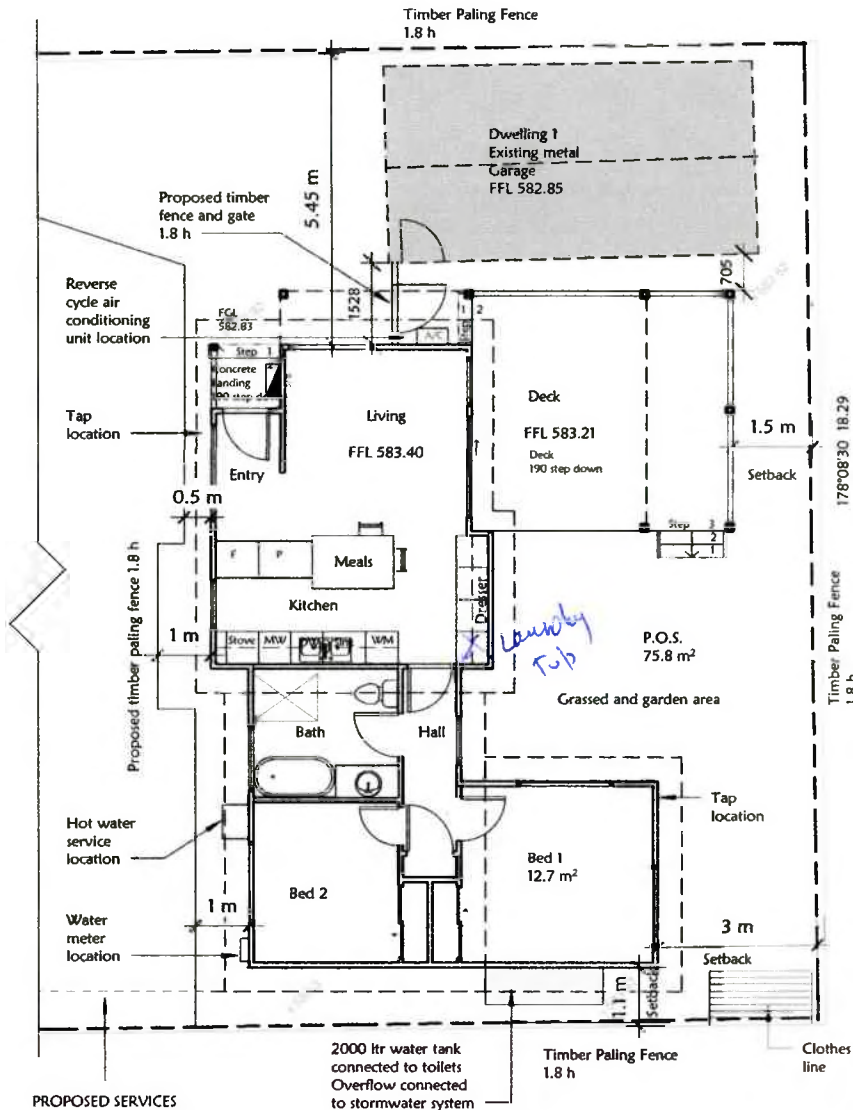
Provide plumbing rough-in from rainwater tank position to sanitary flushing systems.



SPECIFICATIONS

Note: All fixings for structure shall be required to be in compliance with the Timber Framing Code AS 1684-2010. Refer to AS 4055 for Wind Classification.

Concrete Slab & Footings	Refer to Engineer's computations
Posts & Supports	Refer to Engineer's computations
Wall framing higher than 3000	Refer to Engineer's computations
Top Plates	
- Loadbearing	2/45 x 90 MGP10 Pine not trenched for studs
- Non loadbearing	45 x 90 MGP10 Pine not trenched for studs
Bottom Plates	
- Loadbearing	45 x 90 MGP10 Pine not trenched for studs
Common Studs	
- 3000 high max.	90 x 45 MGP10 Pine @ 450 ctrs
Jamb Studs	
- 2400 - 3000 max	90 x 45 F17 KDHW max. opening 2400
	NOTE: Provide double studs at all control joints (not nail-laminated)
Noggings	
- 3000 high studs	90 x 45 MGP10 Pine @ 1200 ctrs
Bracing	Refer to Engineer's computations
Lintels & Beams	Refer to Engineer's computations
Rafters-Pitched	Refer to Engineer's computations
Roof Bracing	Metal Diagonal Speed Bracing
Roof Battens	
- Pitched Metal Roof	35 x 90 MGP10 @ 600 ctrs
Roof Lining	
- Pitched Roof	Colorbond Custom Orb or similar at pitch as noted on plans
Internal Linings	
- Walls	13 mm plasterboard
- Ceilings	13 mm plasterboard to all internal ceilings. Fix all plasterboard to Rafters and trusses via "Rondo 301" metal battens @ 450 ctrs
- Wet Areas	9mm compressed sheet or villaboard to walls and ceilings; waterproof to wet areas.
Windows	Refer to Window Schedule
Flywire Screens	To all openable windows and doors
External Doors	Refer to Door Schedule
Internal Doors	Refer to Door Schedule
Skirtings and Architraves	To owner's selection
Insulation	Refer to Thermal Performance Assessment
Sarking & Sisalation	Refer to Thermal Performance Assessment
External Finishes	Refer to Plans and Elevations and Finishes Schedule



Proposed Site Plan Detail

1 : 100



Important Notes:

Figured Dimensions take precedence. It is the builder's and all sub-contractor's responsibility to verify all dimensions, levels and existing conditions on site prior to commencement of any works and ordering of materials.

Any discrepancies are to be reported to this office before proceeding with work.

These drawings shall not be altered in any form without written permission.

Project:
SECONDARY DWELLING

Project Address:
18 Cameron Road Queanbeyan

For:

Drawing:
WORKING DRAWINGS

Drawn by: JB **Map Ref:**

Checked by: PH **Page Size:** A3

Date: 29 January 2019 **Issue:** H

Sheet: 3 of 12

Project number: D16-30

Horizon Building Design



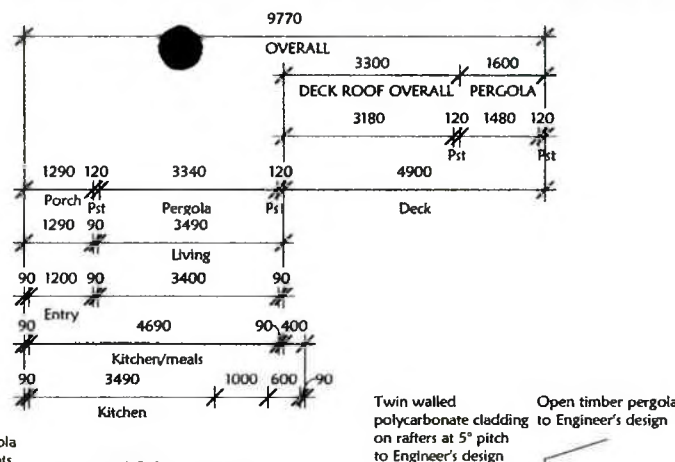
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LEGEND

W O/S	Window offset		Switchboard
D O/S	Door offset		Waterproof vinyl plank flooring
	Floor waste		Tiles
	Downpipe		Manhole
	Smoke detector		
	Exhaust fan		
	Reverse cycle airconditioning unit		

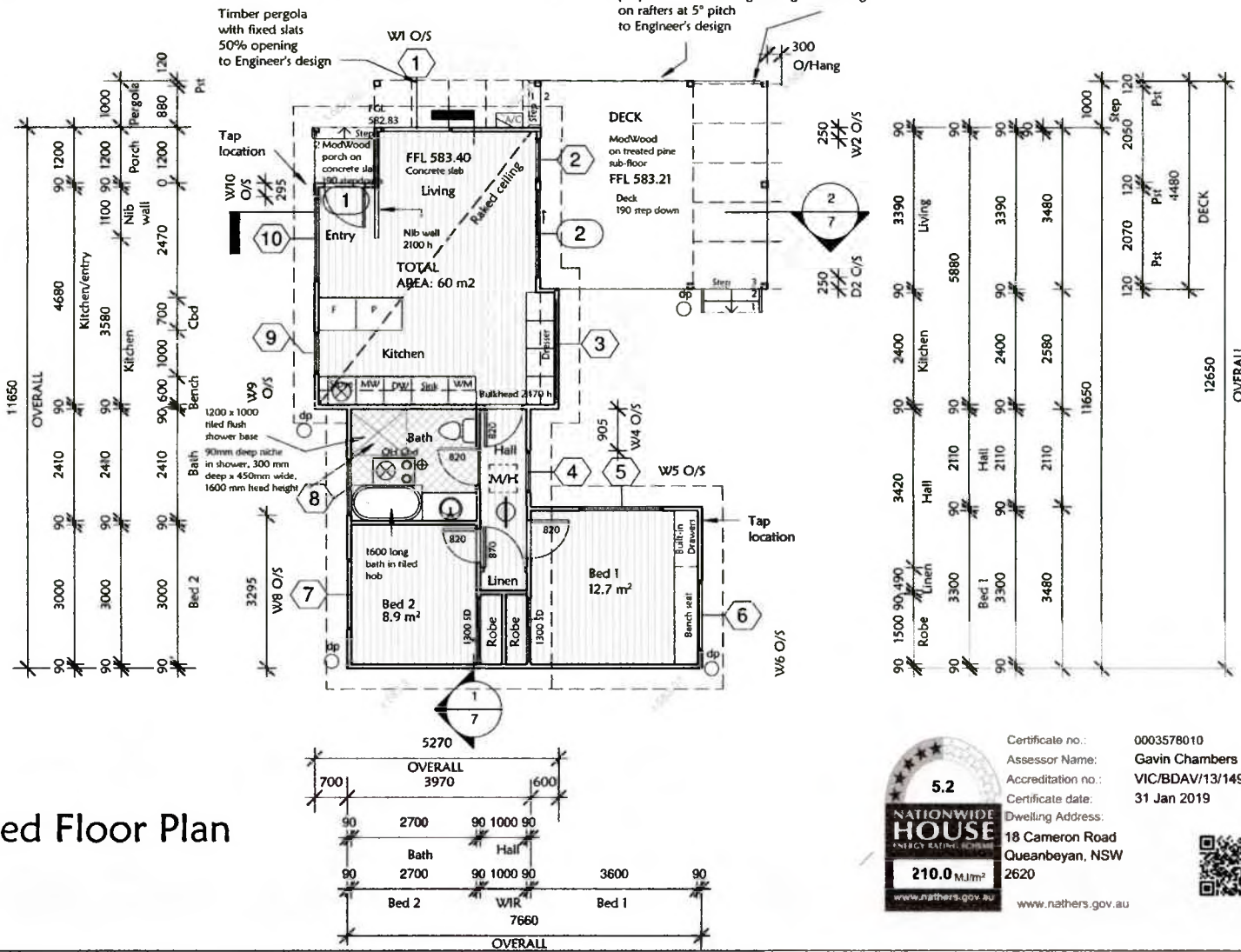
WINDOWS TO BE CENTRED IN ROOM
UNLESS DENOTED OTHERWISE

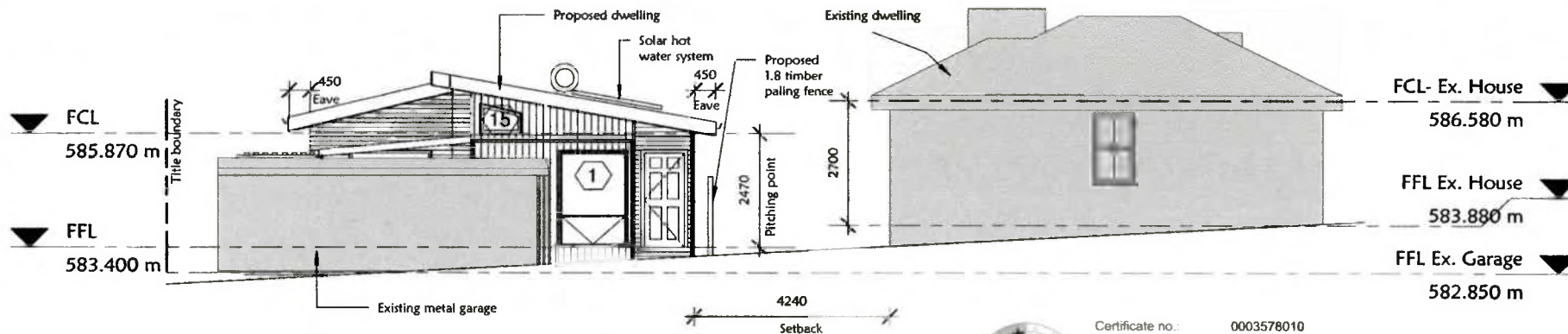


NOTE:
SMOKE ALARMS
Provide self-contained battery-operated smoke alarm in accordance with Building Regulation 707 of the Interim Building Regulations 2017 and Building Regulations 2018

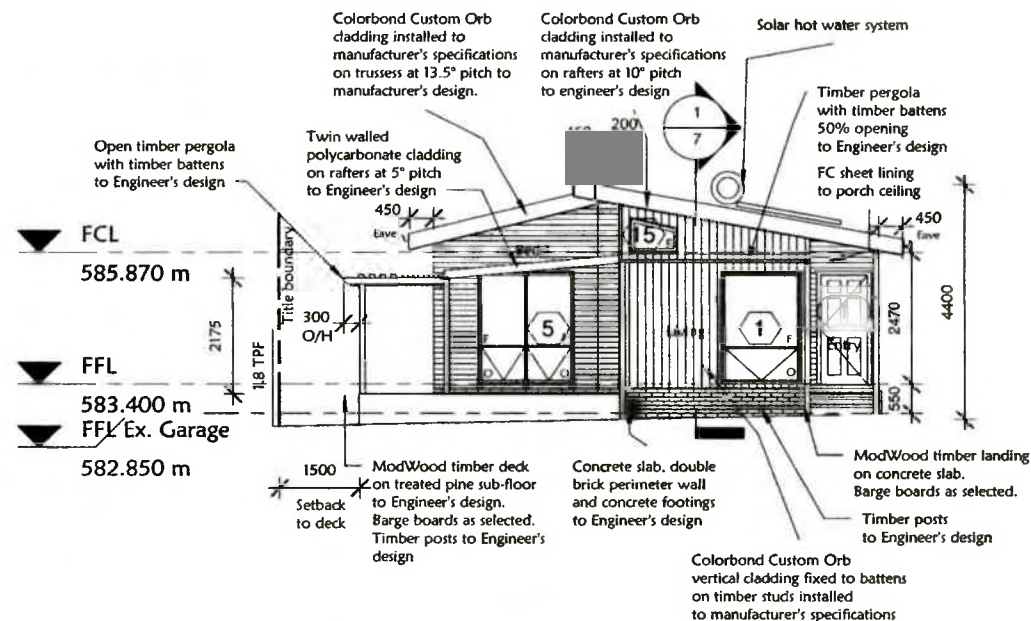
QPRC
Approval of Activity Application under section 88 of the Local Government Act 1993
The approved plan is to be read and complied with in conjunction with Council's conditions of consent.

Activity Consent No. 2459
Date: 12 March 2019
Signature:





1 North Elevation-Ex. & Proposed 1 : 100



2 North Elevation 1 : 100



Certificate no.: 0003578010
 Assessor Name: Gavin Chambers
 Accreditation no.: VIC/BDAV/13/1491
 Certificate date: 31 Jan 2019
 Dwelling Address: 18 Cameron Road Queanbeyan, NSW 2620



www.nathers.gov.au

NOTE WATERPROOFING

Water resistant (WR) - The property of a system or material that restricts moisture movement and will not degrade under conditions of moisture.

Water resistant substrates are walls (concrete, cement render, fibre cement sheeting, water resistant plasterboard and masonry); and floors (concrete, compressed fibre sheeting, fibre cement sheeting supported on a structural floor, flooring grade particleboard sheeting and structural plywood).

Water resistant surface materials are walls (laminated sheet, pre-decorated fibre cement sheeting, tiles and sanitary grade acrylic wall linings); and floors (tiles and water resistant flexible sheet flooring material sealed at joints).

Laundry and WC Waterproofing Requirements

Floors: Water resistant to whole floor

Walls: Waterproof all wall/floor junctions to not less than 25mm above the finished floor level, sealed to floor.

Wall Junctions and Joints: Waterproof all wall/floor junctions, where a flashing is used, the horizontal leg must be not less than 40mm.

Walls adjoining sinks/basins/troughs

Walls: Water resistant to height of not less than 150mm above if the sink/basin/trough is within 75mm of the wall.

Wall Junctions and Joints: Where the sink/basin/trough is fixed to a wall, waterproof edges for extent of sink/basin/trough.

Penetrations: Waterproof all tap and spout penetrations where they occur in a horizontal surface.

ISSUE	DESCRIPTION	DATE
F	Concept Design	16/10/18
G	Working Drawings	23/11/18
H	Kitchen/living	28/11/18

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Project: SECONDARY DWELLING

Project Address:
 18 Cameron Road Queanbeyan

For:

Drawing: WORKING DRAWINGS

Drawn by: JB Map Ref:

Checked by: PH Page Size: A3

Date: 29 January 2019 Issue: H

Sheet: 5 of 12

Project number: D16-30

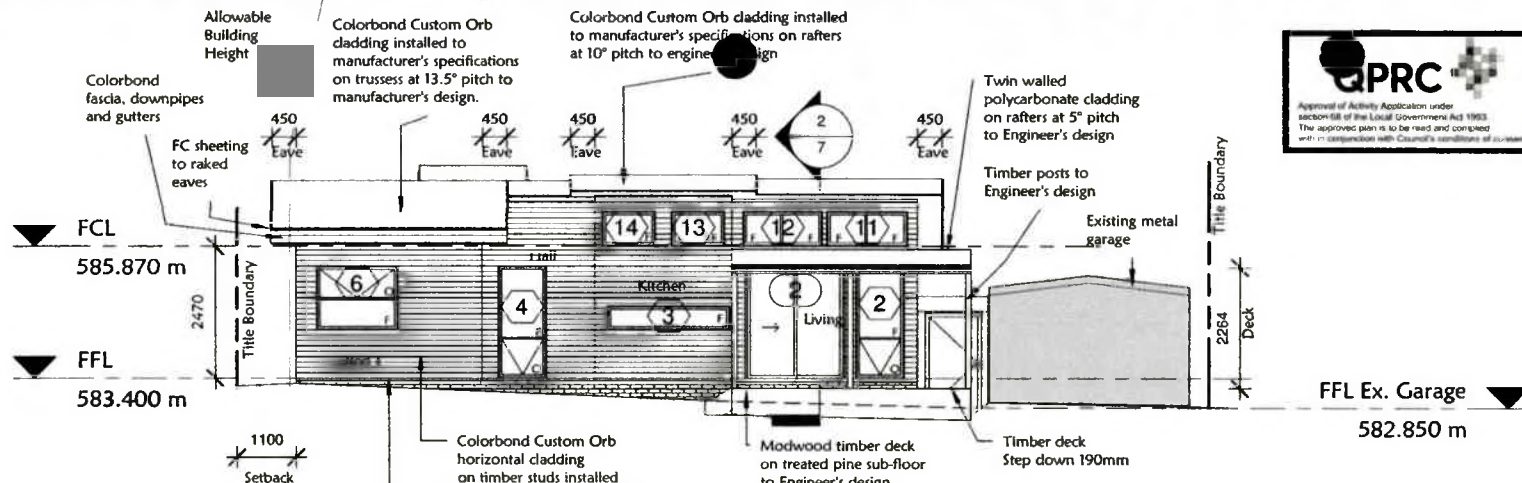
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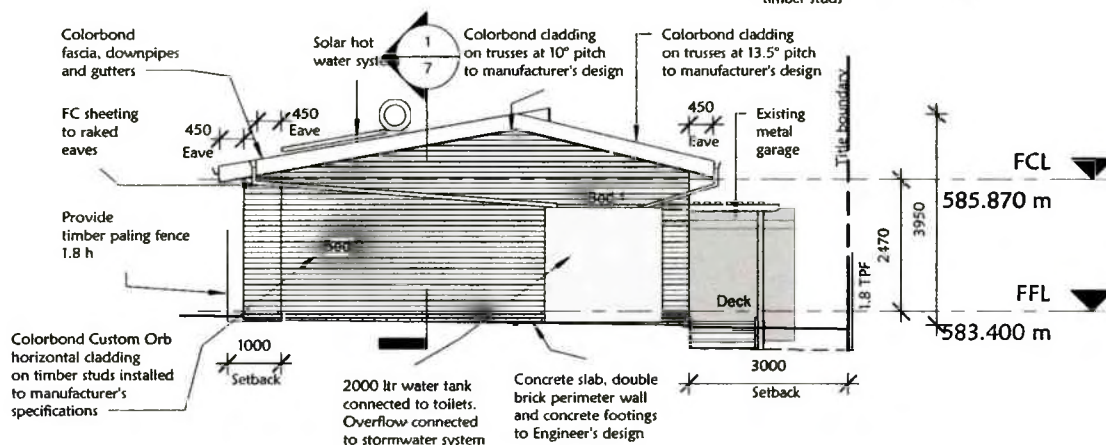
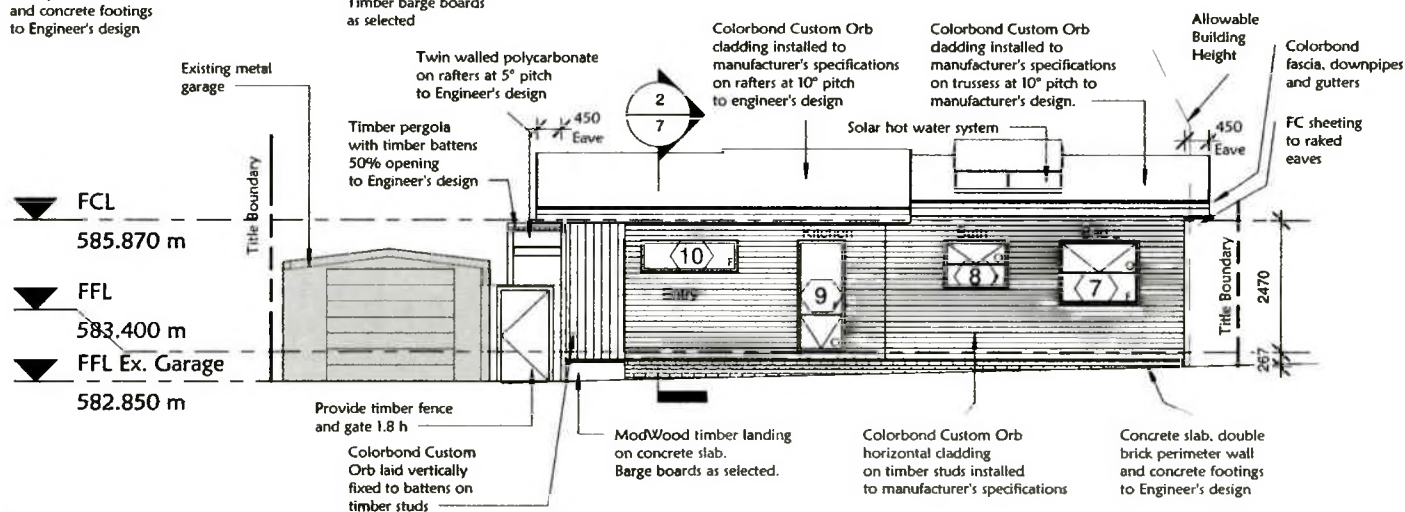


East Elevation

1 : 100

West Elevation

1 : 100



Certificate no.: 0003578010

Assessor Name: Gavin Chambers

Accreditation no.: VIC/BDAV/13/1491

Certificate date: 31 Jan 2019

Dwelling Address: 18 Cameron Road Queanbeyan, NSW 2620

www.nathers.gov.au



South Elevation

1 : 100

ISSUE	DESCRIPTION	DATE
F	Concept Design	16/10/18
G	Working Drawing	23/11/18
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SECONDARY DWELLING

Project Address:
18 Cameron Road Queanbeyan

For:

Drawing:
WORKING DRAWINGS

Drawn by: JB Map Ref:

Checked by: PH Page Size: A3

Date: 29 January 2019 Issue: H

Sheet: 6 of 12

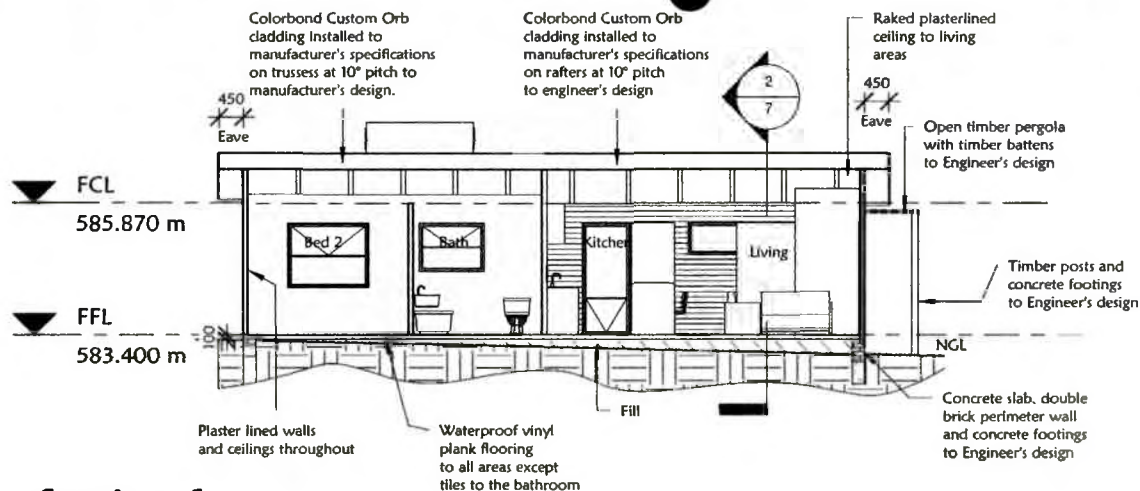
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Section 1

1 : 100



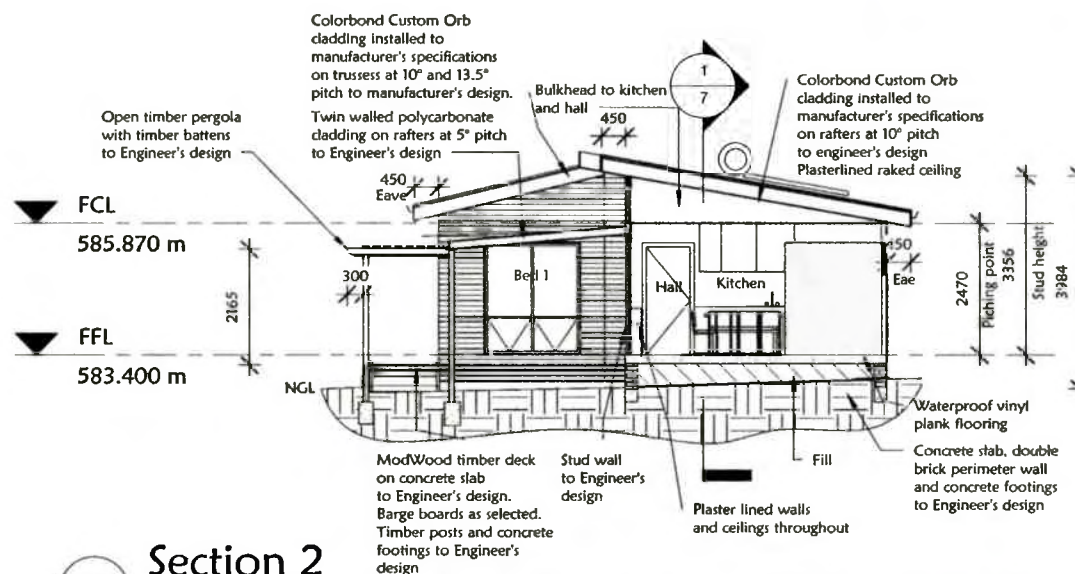
Certificate no.: 0003578010
 Assessor Name: Gavin Chambers
 Accreditation no.: VIC/BDAV/13/1491
 Certificate date: 31 Jan 2019
 Dwelling Address: 18 Cameron Road Queanbeyan, NSW 2620



ISSUE	DESCRIPTION	DATE
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Project Address:	18 Cameron Road Queanbeyan
For:	
Drawing:	WORKING DRAWINGS
Drawn by:	JB
Map Ref:	
Checked by:	PH
Page Size:	A3
Date:	29 January 2019
Issue:	H
Sheet:	7 of 12
Project number:	D16-30



Section 2

1 : 100



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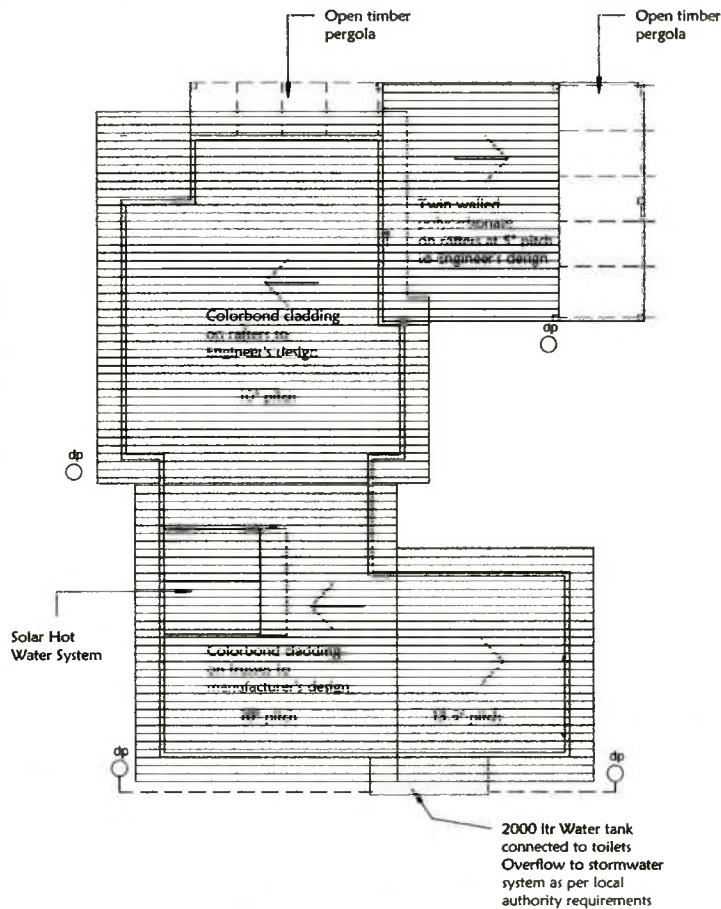
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STORMWATER

All downpipes and grated pits are to be connected into the stormwater system via 90mm diameter uPVC drains at min 1 in 80 grade. Provide inspection openings in the drains located at all changes in direction of pipes and at 8000 mm maximum centres throughout. Connect stormwater system to the Legal Point of Discharge as directed by the local council.

The builder is to check and convert the invert level of the Legal Point of Discharge prior to installing any pipes or drainage works to confirm adequate fall to discharge point can be gained.



Door Schedule

Mark	Room Name	Description	Height	Width	Frame Material	Type Comments
1	Entry	Hinged	2040	870	Timber	
2	Living	Sliding	2100	1800	Aluminium	Single Glazed

Window Schedule

Mark	Location	Window Style	Height	Width	Material	Sill Height	Glazing
1	Living	Awning	2100	1500	Aluminium	0	Single
2	Living	Awning	2100	900	Aluminium	0	Single
3	Kitchen	Fixed	450	2300	Aluminium	900	Single
4	Hall	Awning	2100	900	Aluminium	0	Single
5	Bed 1	Awning	2100	1800	Aluminium	0	Single
6	Bed 1	Awning	1200	1510	Aluminium	900	Single
7	Bed 2	Awning	1200	1510	Aluminium	900	Single
8	Bathroom	Awning	900	1210	Aluminium	1200	Single-Obscure Safety
9	Kitchen	Awning	2100	900	Aluminium	0	Single
10	Entry	Fixed	600	1810	Aluminium	1500	Single
11	Living Upper	Fixed	650	1500	Aluminium	2470	Single
12	Living Upper	Fixed	650	1500	Aluminium	2470	Single
13	Kitchen Upper	Fixed	650	1000	Aluminium	2470	Single
14	Kitchen Upper	Fixed	650	1000	Aluminium	2470	Single
15	Living Upper	Fixed	650	900	Aluminium	2470	Single

NOTE:

All internal doors to be 2040 mm high x 820 mm wide unless noted on the floor plan.

NOTE: WINDOWS

1. All window sizes shown are nominal only. Refer to the manufacturer's details for exact window sizes.
2. All glazing is to be in accordance with AS 1288- 2006
3. All windows to be sealed.
4. Builder to verify all window sizes and types and shall be to his satisfaction prior to manufacture of window frames.
5. Read in conjunction with Window Schedule

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Drawn by: JB Map Ref:

Checked by: PH Page Size: A3

Date: 29 January 2019 Issue: H

Sheet: 8 of 12

Project number: D16-30

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1 Roof Plan
1 : 100

QPRC

Approval of Activity Application under section 181 of the Local Government Act 1989. The approved plan is to be read and complied with in conjunction with Council's conditions of consent.

Activity Consent No. 2459
Date: 12 March 2019
Signature: *B. D. D.*

LIGHTING USAGE

All lighting must be in accordance with NCC Part 3.12.5.5-2015
Living Floor area artificial lighting must not exceed 5 W/m²
Verandahs, decks must not exceed 4 W/m²

Dwelling

Area: 60 m² x 5w = 300 w

Provide:

Downlights x 19 = 190
Pendant lights x 2 = 20
Vanity light x 1 = 12
3-in-1 light x 1 = 20
TOTAL 242 w

Deck & Porch/pergola

Area: 26.5 m² x 4w = 106 w

Provide:

Sensor lights x 2 = 20
Spot light x 1 = 15
Fan light x 1 = 15
TOTAL 40 w



NOTE:
ALL ELECTRICAL WORK SHALL BE CARRIED OUT BY A LICENSED CONTRACTOR AS PER AUSTRALIAN STANDARDS AND LOCAL AUTHORITIES REQUIREMENTS.

ALL ELECTRICAL FITTING LOCATIONS SHALL BE VERIFIED ON-SITE BY CONTRACTOR/BUILDER/OWNER BEFORE INSTALLATION.

STAIR SPECIFICATION

CLEARANCE: 450 min
TREADS: 250 min

STEP SIZES (OTHER THAN SPIRAL STAIRS) TO BE:

Risers (R) 190 mm max and 115 mm min.
Going (G) 355 mm max. and 250 mm min.
2R + 1G = 700 mm max. and 550 mm min.
All tread landings to have non-slip finish or suitable non-skid strip near edge of nosing.
Provide baustrades where change in level exceeds 1000 mm above the surface beneath landings and/or treads to be:
1000 mm min. above balconies, landings or the like and 865 mm min above stair nosing or ramp, and vertical with a 125 mm max. gap between.
Hand rails to be 865 mm min. above stair nosings and landings.
Landings are to be provided where the sill of a threshold of a doorway opens of to a stair that provides a change in floor level or floor to ground level greater than 3 risers or 570 mm. Landing is to a min. 750 mm wide.
Steps shall comply with the NCC in that the maximum riser is 190 mm high and minimum going is 240 mm.

NOTE:

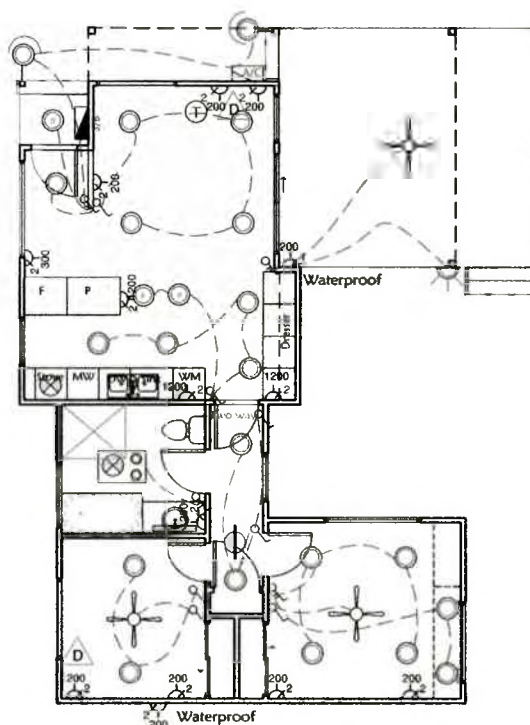
Exhaust fans to be ducted to the outside in accordance with local authority's requirements.

All vent locations are to be confirmed between the builder and sub-contractor prior to commencement of any ductwork being installed.

All lighting and switching types are to be confirmed between the builder and sub-contractor prior to the commencement of any wiring.

All lighting fixtures are to be confirmed between the builder and sub-contractor prior to the commencement of any wiring.

All heating systems types, sizes and locations are to be confirmed between the builder and sub-contractor prior to the commencement of any construction.
Provide single powerpoint on wall for unit.



2

Electrical Plan

1 : 100

GENERAL ELECTRICAL NOTES

Ovens are to be hardwired to the electrical switchboard.

Provide single powerpoint under the bench for the dishwasher, washing machine and microwave.

Provide single powerpoint in cupboard for the refrigerator

Provide single powerpoint in the overhead cupboards above the cooktop for the rangehood.

All downlights throughout are to be sealed.

The height of TV and phone points are to correspond to the adjoining powerpoint.

Provide single outdoor powerpoint for water tank pump.

LEGEND

- 10A 240 V single one way light switch Two way
- 10A 240 V single one way light switch Two gang
- 10A 240 V single one way light switch Three gang
- Sensor light LED 10 watts
- Pendant light LED 11 watts
- Downlight LED 10 watts
- Spot light LED 15 watts
- Wall Sconce LED 11 watts
- Ceiling Sconce LED 11 watts
- Vanity wall light LED 12 watts
- 3 in 1 Heater, light, fan LED 20 watts
- Ceiling fan
- Ceiling fan with light LED 10 watts
- Data point
- TV point
- Exhaust fan
- Smoke alarm
- 10A 240V Double switched socket outlet (DGPO)
h- denotes height above floor level
n- denotes quantity
- Reverse-cycle airconditioning unit
- Switchboard

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Project Address:
18 Cameron Road Queanbeyan

For:

Drawing:
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Drawn by: JB Map Ref:

Checked by: PH Page Size: A3

Date: 29 January 2019 Issue: H

Sheet: 9 of 12

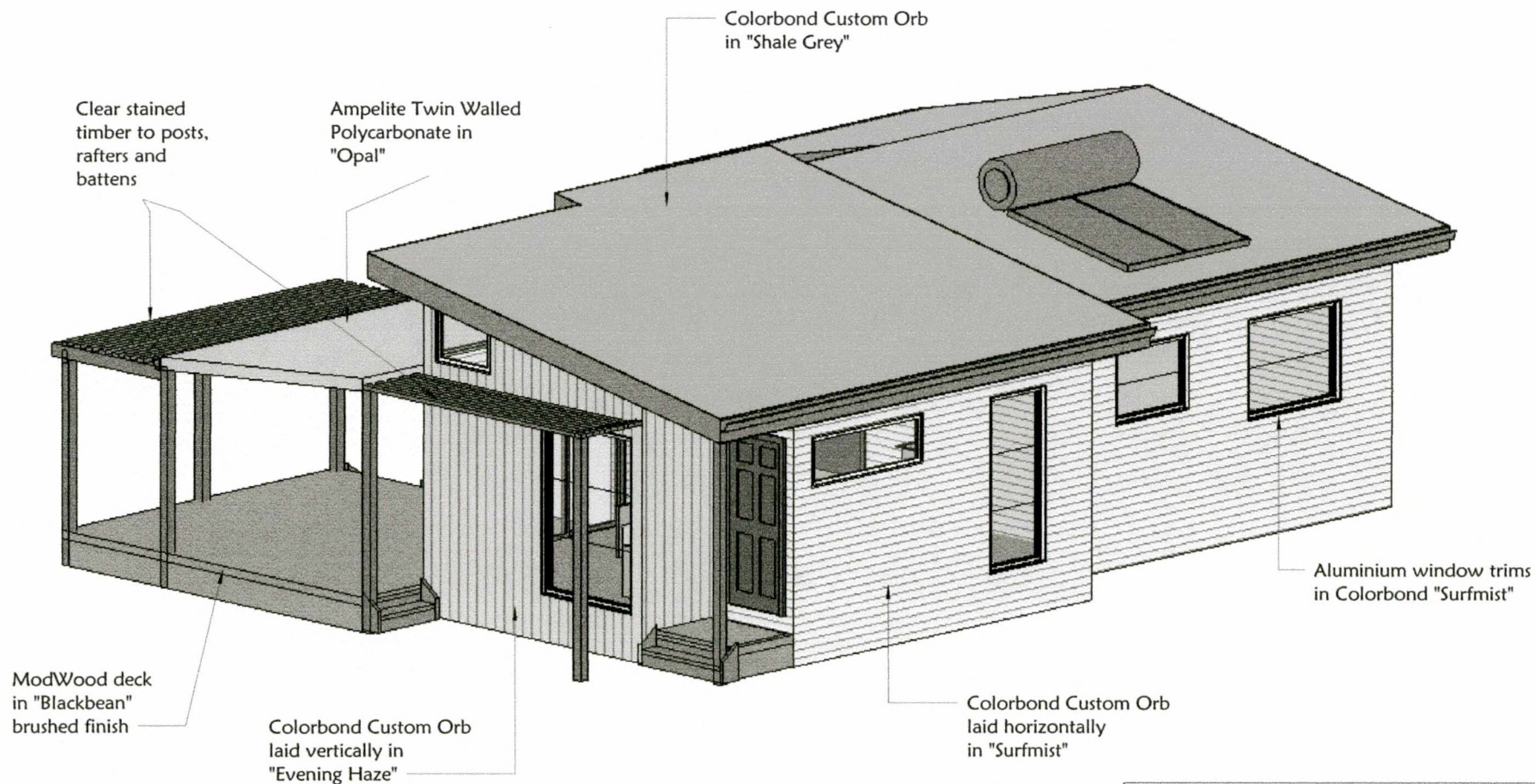
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EVENING HAZE®

SURFMIST®

SHALE GREY™

FINISHES SCHEDULE

Walls-Feature (North & west entry wall)	Colorbond Custom Orb "Evening Haze" laid vertically
Walls-other	Colorbond Custom Orb "Surfmist" laid horizontally
Roof	Colorbond Custom Orb "Shale Grey"
Fascia, downpipes, gutters	Colorbond "Shale Grey"
Window/door trims	Colorbond "Surfmist"
Front door	Timber Natural Stain finish
Deck and front porch	ModWood "Blackbean" Brushed finish
Pergola, posts and battens	Timber natural clear finish

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Sheet: 10 of 12

Project number: D16-30

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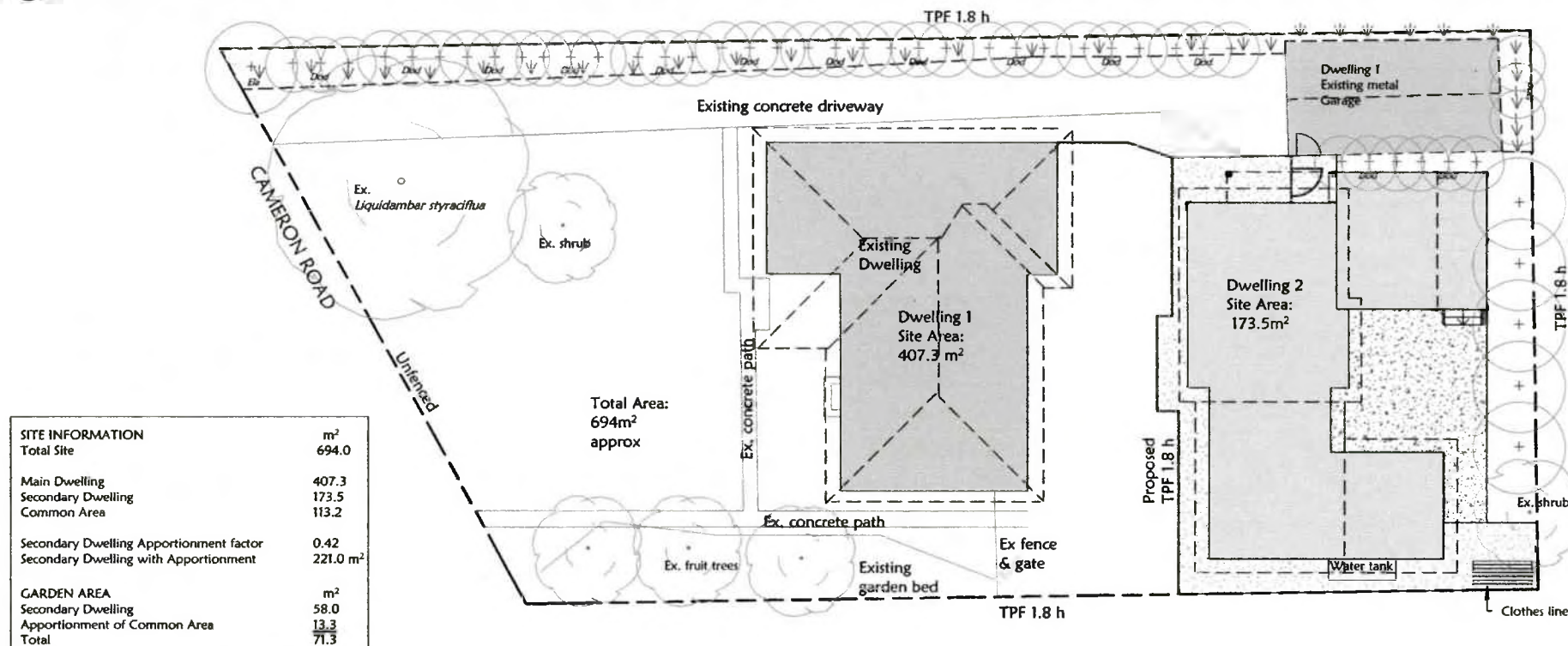
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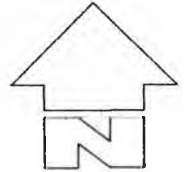
1

Landscape Plan

1 : 150



ISSUE	DESCRIPTION	DATE
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QPRC

Approval of Activity Application under
section 446 of the Local Government Act 1993
The approved plan is to be read and complied
with in conjunction with Council's conditions of consent

Activity Consent No. 2459
Date: 12 March 2019
Signature: [Signature]

December 2019		BSA Reference: 14450	
Building Sustainability Assessments		Ph: (02) 4982 3439	
enquiries@buildingsustainability.net.au		www.buildingsustainability.net.au	
Important Note			
The following specification was used to achieve the thermal performance values indicated on the Assessor Certificate and takes precedence over any other specification.			
If different construction elements are applied than the Assessor Certificate is no longer valid			
Thermal Performance Specifications (these not apply to garages)			
External Wall Construction		Actual insulation	
Lightweight		R2.0	
Internal Wall Construction		Actual insulation	
Plasterboard on studs		None	
Ceiling Construction		Actual insulation	
Plasterboard		R3.5 to ceiling recesses in roof space	
Roof Construction		Actual insulation	
Material	Colour	Foil + R1.0 blanket	
None	Any	Foil + R1.0 blanket	
Floor Construction		Actual insulation	
Concrete		None	
Windows		Actual insulation	
Glass and frame type	U Value	SHGC Range	Area sq m
Performance glazing Type A	4.80	0.48 - 0.58	As drawn
Performance glazing Type B	4.80	0.53 - 0.65	As drawn
Type A windows are sliding windows, casement, tilt & turn windows, entry doors, french doors			
Type B windows are double hung windows, sliding windows & doors, fixed windows, slider doors, louvers			
Skylights		Actual insulation	
Glass and frame type	U Value	SHGC	Area sq m
U and SHGC values are according to AS/NZS 4836. Alternate products may be used if the U value is lower and the SHGC is within the range specified			
External Window Shading (screens, verandahs, pergolas, awnings etc)			
All shade elements modelled as drawn			
Ceiling Penetrations (downpipes, exhaust fans, floor etc)			
No adjustment has been made for losses to insulation arising from ceiling penetrations			



Certificate no.: 0003578010
 Assessor Name: Gavin Chambers
 Accreditation no.: VIC/BDAY/13/1491
 Certificate date: 31 Jan 2019
 Dwelling Address:
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 Queanbeyan, NSW
 2620
 www.nathers.gov.au



Water Commitments	Show on DA plans	Show on CC/CDC plans & specs	Certifier check
Landscape			
The applicant must plant indigenous or low water use species of vegetation throughout 30 square metres of the site.	✓	✓	
Fixtures			
The applicant must install showerheads with a minimum rating of 4 star (> 4.5 but ≤ 6 L/min plus spray force and/or coverage tests) in all showers in the development.		✓	✓
The applicant must install a toilet flushing system with a minimum rating of 4 star in each toilet in the development.		✓	✓
The applicant must install taps with a minimum rating of 4 star in the kitchen in the development.		✓	
The applicant must install basin taps with a minimum rating of 4 star in each bathroom in the development.		✓	
Alternative water			
Rainwater tank			
The applicant must install a rainwater tank of at least 2000 litres on the site. This rainwater tank must meet, and be installed in accordance with, the requirements of all applicable regulatory authorities.	✓	✓	✓
The applicant must configure the rainwater tank to collect rain runoff from at least 43.4 square metres of the roof area of the development (excluding the area of the roof which drains to any stormwater tank or private dam).		✓	✓
The applicant must connect the rainwater tank to:			
• all toilets in the development		✓	✓
Energy Commitments			
Hot water			
The applicant must install the following hot water system in the development, or a system with a higher energy rating: solar (electric boosted) with a performance of 41 to 45 STCs or better.	✓	✓	✓
Cooling system			
The applicant must install the following cooling system, or a system with a higher energy rating, in at least 1 living area: 1-phase airconditioning, Energy rating: 4.5 Star		✓	✓
The applicant must install the following cooling system, or a system with a higher energy rating, in at least 1 bedroom: ceiling fans, Energy rating: n/a		✓	✓
Heating system			
The applicant must install the following heating system, or a system with a higher energy rating, in at least 1 living area: 1-phase airconditioning, Energy rating: 4.5 Star		✓	✓
The bedrooms must not incorporate any heating system, or any ducting which is designed to accommodate a heating system		✓	✓
Ventilation			
The applicant must install the following exhaust systems in the development:			
At least 1 Bathroom: individual fan, ducted to façade or roof. Operation control: manual switch on/off		✓	✓
Kitchen: individual fan, ducted to façade or roof. Operation control: manual switch on/off		✓	✓
Laundry: natural ventilation only, or no laundry. Operation control: n/a		✓	✓
Artificial lighting			
The applicant must ensure that the "primary type of artificial lighting" is fluorescent or light emitting diode (LED) lighting in each of the following rooms, and where the word "dedicated" appears, the fittings for those lights must only be capable of accepting fluorescent or light emitting diode (LED) lamps:			
• at least 2 of the bedrooms / study, dedicated		✓	✓
• at least 2 of the living / dining rooms, dedicated		✓	✓
• the kitchen, dedicated		✓	✓
• all bathrooms/toilets, dedicated		✓	✓
• the laundry, dedicated		✓	✓
• all hallways, dedicated		✓	✓
Natural lighting			
The applicant must install a window and/or skylight in 1 bedroom(s)/toilet(s) in the development for natural lighting.	✓	✓	✓
Other			
The applicant must install a fixed outdoor clothes drying line as part of the development.		✓	
Legend			
In these commitments, "applicant" means the person carrying out the development.			
Commitments identified with a ✓ in the "Show on DA plans" column must be shown on the plans accompanying the development application for the proposed development (if a development application is to be lodged for the proposed development).			
Commitments identified with a ✓ in the "Show on CC/CDC plans and specs" column must be shown in the plans and specifications accompanying the application for a construction certificate / complying development certificate for the proposed development.			
Commitments identified with a ✓ in the "Certifier check" column must be certified by a certifying authority as having been fulfilled, before a final occupation certificate (either interim or final) for the development may be issued.			

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Sheet: 12 of 12

Project number: D16-30

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QPRC

Approval of Activity Application under section 88 of the Local Government Act 1993. The approved plan is to be read and complied with in conjunction with Council's conditions of consent.

Activity Consent No. 2459

Date: 12 March 2019

Signature: