

Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Fuse Property 56 Monaro Street, Queanbeyan NSW 2620	phone: 02 5110 7090 email: zoe@fuseproperty.com.au ref: Zoe Stead
co-agent		
vendor	LUKE JOSEPH WILSON AND KAYLEE ANNE GRAY	
vendor's solicitor	JSP Legal Pty Ltd Level 1, 33 Ainslie Place, Canberra ACT 2601	phone: 0439449228 email: rebecca@jsplegal.com.au ref: 693
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	33 MCFARLANE AVE GOOGONG NSW 2620 LOT 107 STRATA PLAN SP107331 Folio Identifier 107/SP107331	
improvements	☒ VACANT POSSESSION ☐ subject to existing tenancies ☐ HOUSE ☐ garage ☐ carport ☒ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions	☒ air conditioning ☐ curtains ☒ insect screens ☒ range hood ☒ blinds ☒ dishwasher ☒ internet/TV receiver ☐ solar panels ☒ built-in wardrobes ☐ EV charger ☒ light fittings ☐ solar power battery ☐ ceiling fans ☒ fixed floor coverings ☐ pool equipment ☒ stove ☐ clothes line ☐ other:
exclusions	
purchaser	
purchaser's solicitor	
price	
deposit	
balance	(10% of the price, unless otherwise stated)
contract date	(if not stated, the date this contract was made)

Where there is more than one purchaser ☐ JOINT TENANTS
☐ tenants in common ☐ in unequal shares, specify:

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

buyer's agent

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

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 _____ Signature of authorised person _____ Name of authorised person _____ Name of authorised person _____ Office held _____ 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 _____ Signature of authorised person _____ Name of authorised person _____ Name of authorised person _____ Office held _____ 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**☒ NO ☐ yes (if yes, vendor must provide

(GST residential withholding payment)

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	Strata or community title (clause 23 of the contract)
☒ 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	☒ 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
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	Other ☐ 61

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 served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>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 by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – • 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.

33 MCFARLANE AVE GOOGONG NSW 2620

These **Special Conditions** apply to this Contract in addition to **Standard Terms**, and in the event of inconsistency, these **Special Conditions** prevail.

Table of Contents

1. DEFINITIONS AND INTERPRETATION	2
1.1 DEFINITIONS	2
1.2 INTERPRETATION	2
2. AMENDMENTS TO STANDARD TERMS	4
2.1 AMENDMENTS TO STANDARD TERMS	4
3. NOTICE TO COMPLETE	6
3.1 ISSUE OF NOTICE TO COMPLETE	6
3.2 REASONABLE PERIOD	6
3.3 PRESERVATION OF RIGHTS	6
4. DELAY INTEREST	6
4.1 PAYMENT OF INTEREST	6
4.2 DELAY BY VENDOR	7
4.3 ESSENTIAL TERM	7
5. PRESENT CONDITION	7
5.1 PURCHASER'S OWN INSPECTIONS AND INQUIRIES	7
5.2 NO VENDOR WARRANTIES	8
6. PURCHASER WARRANTIES	8
6.1 PURCHASER'S WARRANTIES	8
6.2 ACKNOWLEDGEMENTS AND INDEMNITIES	9
7. REQUISITIONS ON TITLE	9
8. INSOLVENCY ETC OF PURCHASER	9
9. CAPACITY	10
10. ADJUSTMENTS	10
11. FIRB APPROVAL	10
12. GENERAL	11
12.1 CAVEAT	11
12.2 GOVERNING LAW	11
12.3 SEVERANCE	11
12.4 WAIVER	11
12.5 VARIATION	11
12.6 COSTS AND REMEDIES	11
12.7 ENUREMENT	12
12.8 ENTIRE AGREEMENT	12
12.9 COUNTERPARTS	12

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Contract, the following words have the following definitions, unless the context or subject matter otherwise require:

“Services” means water (pipes, lines etc), sewerage (except sewers belonging to a registered sewerage authority), drainage, gas, electricity, telephone and other installations and services.

“Special Conditions” means these additional conditions contained in this document, numbered 1 to 13.

“Standard Terms” means the standard Law Society of NSW and Real Estate Institute of NSW Contract for sale and purchase of land edition 2026 clauses 1 to 32 inclusive, as varied by these Special Conditions.

1.2 Interpretation

Unless the context otherwise requires and to such extent the law permits:

- (a) terms defined in clause 1 of the Standard Terms have the meanings given to them in clause 1 when used (in any form) in the Special Conditions even though they are not italicised or capitalised in the Special Conditions;
- (b) a reference to “\$” or “dollar” is to Australian currency;
- (c) words importing the singular include the plural (and vice versa);
- (d) any gender includes every gender;
- (e) a reference to a month means calendar months;
- (f) a reference to a ‘day’ means a calendar day unless otherwise specified;
- (g) all references to time are to Canberra, Sydney and Melbourne time;
- (h) where the day on or by which something must be done is not a business day, that thing must be done on or by the following business day;
- (i) where any word or phrase is given a defined meaning, another grammatical form of that word or phrase has a corresponding meaning;
- (j) headings are used for convenience only and are to be disregarded in the interpretation;
- (k) a reference to an act or a conduct includes any omission, representation, statement or undertaking, of all forms and nature;
- (l) a reference to a thing or a matter is a reference to the whole and a part of it.
- (m) a reference to a person includes an individual, the estate of an individual, corporations, trusts, partnerships, an authority, an association or a joint

venture, and all other forms of legal entities and body corporate (whether incorporated or not);

- (n) a reference to a party or person includes the party's or person's successors (including executors), substitutes, administrators and permitted assigns, including any person taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (o) a reference to a group of persons or parties (including a reference to a right or obligation) is a reference to two or more of them jointly and to each of them severally;
- (p) an obligation or liability assumed by, or a right conferred on, 2 or more parties binds or benefits all of them jointly and each of them severally;
- (q) a reference to a document includes, but is not limited to, any and all written agreements, certificates, notices or other written instruments of all forms (electronic or paper) and kinds;
- (r) a reference to a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by law judgment, rule of common law or equity or a rule of an applicable stock exchange and is a reference to that law as amended, consolidated or replaced;
- (s) a reference to any statute or to any statutory provision includes any statutory modification or re enactment of it or any statutory provision substituted for it, and all ordinances, by laws, regulations, rules and statutory instruments (however described) issued under it;
- (t) references to parties, clauses, special conditions, schedules, exhibits, attachments or annexures are references to parties, clauses, special conditions, schedules, exhibits, attachments or annexures to or of this contract, and a reference to this contract includes all schedules, exhibits, attachments and annexures to this contract;
- (u) each sub-clause, paragraph, sub-paragraph or similar is to be read and construed separately and independently of any other;
- (v) specifying anything after the words 'including', 'includes' or 'for example' or similar does not limit what else might be included in the list;
- (w) references to writing include all means of representing or reproducing words, numbers, symbols or drawings in a visible form, and in English, and includes any communication sent by letter, fax or email;
- (x) no rule of construction applies to the disadvantage of the party that prepared the document; and

- (y) a reference to any document (including this contract) is to that document as varied, novated, ratified or replaced from time to time.

2. AMENDMENTS TO STANDARD TERMS

2.1 Amendments to Standard Terms

The Standard Terms apply with the following amendments:

- (a) **clause 1**, insert the following additional definition:
“‘restricted action’ means to make any objection, requisition, claim for compensation, withhold any money or exercise any right to rescind or terminate this contract or seek to delay completion.”;
- (b) **clause 2.9**:
 - i. replace the words ‘If each party tells the depositholder that the deposit is to be invested’ with ‘If this contract says the deposit is to be invested’; and
 - ii. insert at the end of the clause ‘if this contract is completed, and otherwise to the party entitled to the deposit’;
- (c) **clause 4**: insert the following additional clause:
 ‘4.8A The purchaser cannot nominate an alternative transferee, assign or otherwise transfer the benefit of this contract without the prior written consent of the vendor.’;
- (d) **clause 5.1**: insert the words ‘and they are the only form of requisitions the purchaser may make and clause 5.2.1 is taken to be deleted’ at the end of the clause;
- (e) **clause 7.1.1**: replace ‘5%’ with ‘1%’;
- (f) **clause 7.2.1**: replace ‘10%’ with ‘1%’;
- (g) **clause 7.2.2**: delete the clause;
- (h) **clause 7.2.4**: delete the words ‘and the costs of the purchaser’;
- (i) **clause 7.2.5**: delete the clause;
- (j) **clause 8.1.1**: delete the words ‘on reasonable grounds’;
- (k) **clause 8.1.2**: delete the words ‘that specifies the requisition and those grounds’;
- (l) **clause 9.1**: delete the words ‘(to a maximum of 10% of the price)’;
- (m) **clause 9.3.1**: delete the word ‘reasonable’;
- (n) **clause 10.1.8**: replace the word ‘substance’ with the word ‘existence’;
- (o) **clause 10.1.9**: replace the word ‘substance’ with the word ‘existence’;

- (p) **clause 11.1:** insert the words 'if the vendor has actual knowledge of the work order' after the words 'the contract date';
- (q) **clause 12:** insert the following at the end of the clause:
'In this clause *certificate* does not include a building information certificate or building certificate under any legislation. The purchaser must not apply for a building information certificate or building certificate under any legislation without the prior written consent of the vendor.';
- (r) **clause 14.4:** replace the words 'not adjust surcharge land tax (as defined in the *Land Tax Act 1956*) but must adjust any other' with the word 'adjust';
- (s) **clause 14.4.2:** replace the clause with:
'by adjusting the amount of land tax determined by applying the average rate of land tax including, if applicable, surcharge land tax (as defined in the *Land Tax Act 1956*) payable by the vendor or any predecessor in title for the year to the taxable value of the property';
- (t) **clause 14.8:** delete the clause;
- (u) **clause 17.2.1:** the words ';' and ' are replaced with a full stop;
- (v) **clause 17.2.2:** delete the clause;
- (w) **clause 18:** insert the following additional clause:
'18.8 If any fee or rent payable by the purchaser is in arrears for a period exceeding 7 days, or if the purchaser does not comply with any part of this clause, immediately after the vendor serves notice requiring the purchaser to vacate the property the purchaser must do so.';
- (x) **clause 19:** insert the following additional clause:
'19.3 Despite clause 19.2.3, the purchaser's only remedy for a breach of warranty prescribed by the *Conveyancing (Sale of Land) Regulation 2017 (NSW)* is the remedy prescribed by that regulation.';
- (y) **clause 20.7.2:** insert the words 'and in the case of the vendor the actual cost' at the end of the clause;
- (z) **clause 23.5.1:** insert the words 'which includes levies for special expenses payable by instalments (where the adjustment period is the period of the instalments)' to the end of the clause;
- (aa) **clause 23.6:** replace the clause with:
'If a contribution is not a regular periodic contribution and is not disclosed in this contract and is not a levy for special expenses payable by instalments, then the vendor is liable for it if it is payable prior to the contract date and otherwise it is payable by the purchaser';

- (bb) **clause 23.9.3:** delete the clause;
- (cc) **clause 23.13:** delete the words 'at least 7 days';
- (dd) **clause 23.14:** delete the sentence 'The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 23.3 does not apply to this provision.';
- (ee) **clause 23.17.2:** delete the clause;
- (ff) **clause 25:** delete clause;
- (gg) **clause 28:** delete the clause; and
- (hh) **clause 29:** delete the clause.

3. NOTICE TO COMPLETE

3.1 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 5pm as the time for completion, and the parties agree that such notice is sufficient to make essence the time required to complete specified in the notice at law and in equity

3.2 Reasonable period

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

3.3 Preservation of rights

The party serving a notice to complete reserves the right to (without prejudice to any continuing right):

- (a) withdraw the notice; and
- (b) issue further notices to complete.

4. DELAY INTEREST

4.1 Payment of interest

If completion does not occur on or before the date for completion, 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 balance of the purchase price payable under this contract,

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

4.2 Delay by vendor

Special Condition 4.1 does not apply in respect of any period during which completion has been delayed solely due to the fault of the vendor.

4.3 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 condition 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.

5. PRESENT CONDITION

5.1 Purchaser's own inspections and inquiries

Subject to Section 52A of the *Conveyancing Act 1919 (NSW)* and the *Conveyancing (Sale of Land) Regulation 2017 (NSW)*, the purchaser acknowledges that it is purchasing and taking title of the property in the condition and state of repair as at the date of this contract, and agrees that it cannot take any restricted action in respect of (except as otherwise permitted at law):

- (a) the condition, state of repair, dilapidation or infestation (if any) of the property; or
- (b) the boundaries description or area of the property as described in this contract; or
- (c) any latent or patent defect in the property; or
- (d) any environmental hazard or contamination, including asbestos, and condition, quality and content of the soil, sub-soil and surface of the property; or
- (e) any encroachment by or upon the property, or by the improvements upon easements of any kind; or
- (f) the nature, location, availability or non-availability of all Services or defects in the Services; or
- (g) whether or not the property is subject to or has the benefit of any rights or easements in respect of the Services; or

- (h) non-compliance of any additions, alterations, structures or improvements to requirements of an authority or at law; or
- (i) any underground or surface stormwater drain passing through or over the property or any manhole vent on the property; or
- (j) any rainwater downpipe being connected to the sewer; or
- (k) any statutory charge over the property in favour of an authority; or
- (l) heritage registration status of the property; or
- (m) quality, suitability or fitness of the property for any specific purpose, including those relating to any financial return or income to be generated from the property; or
- (n) any failure to comply with the *Swimming Pools Act 1992 (NSW)*; or
- (o) whether or not the property complies with the regulations under the *Environmental Planning and Assessment Act 1979 (NSW)* relating to the installation of smoke alarms; or
- (p) any issue relating to information contained in disclosure materials available to the purchaser.

5.2 No Vendor warranties

Except as otherwise written under this contract or required at law, the vendor does not give any warranty relating to:

- (a) any and all issues relating to the property; and
- (b) those matters dealt with under Special Condition 5.1; and
- (c) the correctness nor completeness of disclosure materials available to the purchaser.

6. PURCHASER WARRANTIES

6.1 Purchaser's warranties

The purchaser represents and warrants that:

- (a) it has not relied on any representation or warranty made by the vendor or any person on behalf of the vendor regarding the property, or been induced to enter into this contract; and
- (b) it has relied entirely on its own independent investigations and enquiries about the property in entering into this contract, including inspection of all disclosure materials relating to the property, and is satisfied as to results of those actions; and

- (c) it has obtained its own independent professional advice on the nature of the property and its permitted uses and the purchaser's rights and obligations under this contract; and
- (d) the acknowledgements under Special Condition 6.1 are accurate and complete in all respects; and
- (e) it has not been introduced to the property through or by any agent other than the agent recorded as the 'vendor's agent' on the page of this contract titled "Contract for the sale and purchase of land 2022 edition"; and
- (f) it will execute and/or provide any document and undertake all actions reasonably necessary to give effect to the transactions contemplated by this Contract.

6.2 Acknowledgements and Indemnities

- (a) The purchaser acknowledges that in entering into this contract the vendor has relied on the warranties given by the purchaser in Special Condition 6.1.
- (b) The purchaser indemnifies the vendor, and keep the vendor indemnified, against any claim and restricted action for commission, charges, costs or expenses in relation to the property, whether arising from (or in relation to) the property prior to or following the date of this contract, caused by a breach of its warranty under Special Condition 6.1.

7. REQUISITIONS ON TITLE

- (a) As at the date of this contract, the vendor warrants that, except as otherwise disclosed in this contract:
 - i. the vendor has power to enter into this contract, and to comply with terms contained herein;
 - ii. no current litigation exists which affects the property;
 - iii. no court order exists which affects the vendor or the property; and
 - iv. the vendor is, or will be, or will be entitled to be, the registered owner of the property on completion.
- (b) Having regards to Special Condition 7(a), the purchaser agrees to not make any requisitions as to title.

8. INSOLVENCY ETC OF PURCHASER

If the purchaser is a company, should the purchaser (or any one of them if there are more than one purchaser) prior to completion:

- (a) resolve to enter into liquidation or provisional liquidation;

- (b) have a summons presented for its winding-up;
- (c) enter into any scheme of arrangement with its creditors under Part 5.1 of the *Corporations Act 2001 (Cth)*; or
- (d) have any liquidator, provisional liquidator, receiver, receiver and manager, controller or administrator appointed in respect of the purchaser or any of its assets,

then, without in any manner negating, limiting or restricting any rights or remedies which would have been available to the vendor at law or in equity had this clause not been included, the vendor may terminate this contract by serving a notice and clause 9 of the Standard Terms will apply.

9. CAPACITY

- (a) Subject to Special Condition 9(c), 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 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.
- (b) The purchaser warrants that the purchaser has the legal capacity to enter into this contract.
- (c) Special Condition 9 does not apply if the vendor is comprised of more than one person being joint tenants of the property and one of the joint tenants dies prior to completion.

10. ADJUSTMENTS

The parties agree to adjust all usual outgoings and all amounts under the contract on completion, but if any amount is incorrectly calculated, overlooked or an error is made in such calculations, the parties agree to correct such error and to reimburse each other accordingly after completion. This Special Condition 10 shall not merge on completion.

11. FIRB APPROVAL

The purchaser warrants to the vendor that if it is a "foreign corporation" or a "foreign person" as defined in the *Foreign Acquisition & Takeovers Act 1975 (Cth)*,

it has obtained the consent of the Foreign Investment Review Board in accordance with the provisions of the *Foreign Acquisition & Takeovers Act 1975 (Cth)* to its purchase of the property. The purchaser hereby indemnifies and holds indemnified the vendor against all liability, loss, damage and expenses which the vendor may suffer or incur as a direct or indirect consequence of a breach of this warranty.

12. GENERAL

12.1 Caveat

The purchaser must not lodge or register a caveat over the property on or prior to completion.

12.2 Governing Law

Each party:

- (a) agrees that this contract is governed by the laws of NSW;
- (b) submits to the jurisdiction of the courts and tribunals of NSW in relation to all matters relating to this contract and the property; and
- (c) irrevocably waives any objection to the venue of any proceedings where that venue falls within NSW.

12.3 Severance

If any provisions of this contract is or becomes illegal, void, invalid or unenforceable in accordance with its terms, all other provisions which are not illegal, void, invalid or unenforceable and are capable of separate enforcement without regard to the illegal, void, invalid or unenforceable provisions will be and continue to be valid and enforceable in accordance with their terms.

12.4 Waiver

No rights of the vendor arising under this contract shall be deemed to be waived (regardless of timing of exercise of such a right) unless it is in writing and signed by the vendor.

12.5 Variation

This contract can only be varied by agreement of both parties in writing and signed by each party.

12.6 Costs and Remedies

Each party must pay its own legal and other costs in relation to the preparation, negotiation, execution and completion of this contract, excepting for stamp duty,

and any right of claim of the vendor against the purchaser for the purchaser's breach of this contract. The rights and remedies afforded to the vendor under this contract do not fetter the remedies available at law.

12.7 Enurement

The benefit of any obligations, warranty, covenant or agreements contained in this contract having application after completion enure despite completion.

12.8 Entire Agreement

This contract comprises the entire agreement between the parties in relation to the property, and that it supersedes any prior contract, negotiation, agreement or any other arrangement that may have been made in relation to the property.

12.9 Counterparts

This Contract may be executed in a number of counterparts. All counterparts taken together constitute this Contract.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 107/SP107331

SEARCH DATE	TIME	EDITION NO	DATE
8/9/2026	12:19 PM	3	5/2/2026

LAND

LOT 107 IN STRATA PLAN 107331
AT GOOGONG
LOCAL GOVERNMENT AREA QUEANBEYAN-PALERANG REGIONAL

FIRST SCHEDULE

LUKE JOSEPH WILSON
KAYLEE ANNE GRAY
AS JOINT TENANTS

(T AT788795)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP107331
- 2 AV851927 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

693...

PRINTED ON 8/9/2026

* Entries preceded by an asterisk do not appear on the former Certificate of Title abolished in 2021 or the current edition of Water Access Licence Certificate. Warning: the information appearing under notations has not been formally recorded in the Register.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP107331

SEARCH DATE	TIME	EDITION NO	DATE
8/9/2026	12:22 PM	1	9/1/2024

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 107331
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT GOOGONG
LOCAL GOVERNMENT AREA QUEANBEYAN-PALERANG REGIONAL
PARISH OF GOOGONG COUNTY OF MURRAY
TITLE DIAGRAM SP107331

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 107331
ADDRESS FOR SERVICE OF DOCUMENTS:
MCNAMEE STRATA PTY LTD,
2-4 RUTLEDGE STREET,
QUEANBEYAN, NSW, 2620

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 ATTENTION IS DIRECTED TO THE RESIDENTIAL SCHEMES MODEL BY-LAWS
CONTAINED IN THE STRATA SCHEMES MANAGEMENT REGULATION APPLICABLE
AT THE DATE OF REGISTRATION OF THE SCHEME
KEEPING OF ANIMALS - OPTION A HAS BEEN ADOPTED
SMOKE PENETRATION - OPTION A HAS BEEN ADOPTED
- 2 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
CONDITIONS IN FAVOUR OF THE CROWN WITHIN THE PART(S) SHOWN SO
INDICATED IN THE TITLE DIAGRAM - SEE CROWN GRANT(S)
- 3 LAND EXCLUDES MINERALS (S.171 CROWN LANDS ACT 1989) WITHIN THE
PART(S) SHOWN SO INDICATED IN THE TITLE DIAGRAM
- 4 DP1263951 EASEMENT FOR DRAINAGE OF SEWAGE 3.5 METRE(S) WIDE
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1263951 EASEMENT FOR DRAINAGE OF WATER 3.5 METRE(S) WIDE
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1263951 EASEMENT FOR DRAINAGE OF SEWAGE 2.5 METRE(S) WIDE
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1263951 EASEMENT FOR DRAINAGE OF WATER 2.5 METRE(S) WIDE
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP1263952 RESTRICTION(S) ON THE USE OF LAND
- 9 DP1263952 EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 7
METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED
IN THE TITLE DIAGRAM

END OF PAGE 1 - CONTINUED OVER

693...

PRINTED ON 8/9/2026

FOLIO: CP/SP107331

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 107331

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 81	2	- 80	3	- 61	4	- 61
5	- 81	6	- 81	7	- 79	8	- 79
9	- 60	10	- 60	11	- 79	12	- 79
13	- 81	14	- 80	15	- 61	16	- 61
17	- 81	18	- 81	19	- 81	20	- 81
21	- 61	22	- 61	23	- 81	24	- 81
25	- 79	26	- 79	27	- 60	28	- 60
29	- 80	30	- 79	31	- 81	32	- 81
33	- 61	34	- 61	35	- 81	36	- 81
37	- 81	38	- 81	39	- 61	40	- 61
41	- 80	42	- 80	43	- 79	44	- 80
45	- 60	46	- 60	47	- 79	48	- 79
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NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

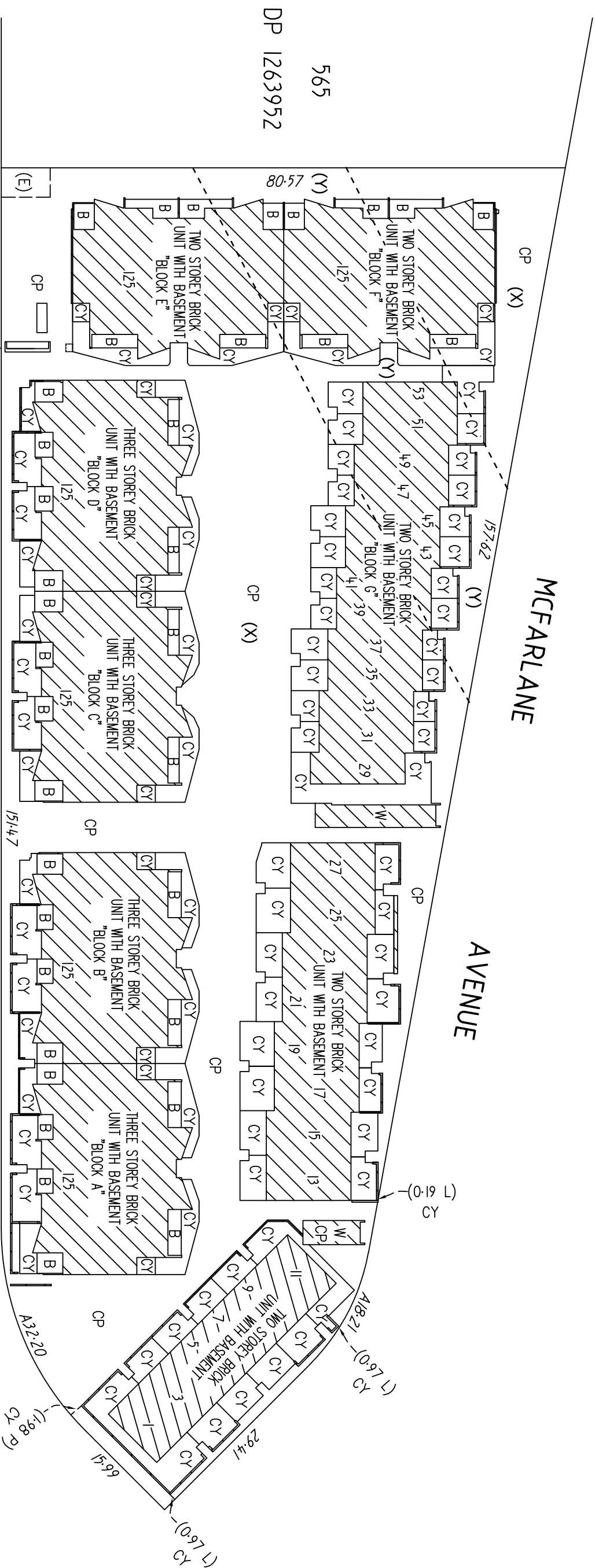
693...

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LOCATION PLAN



NOTES

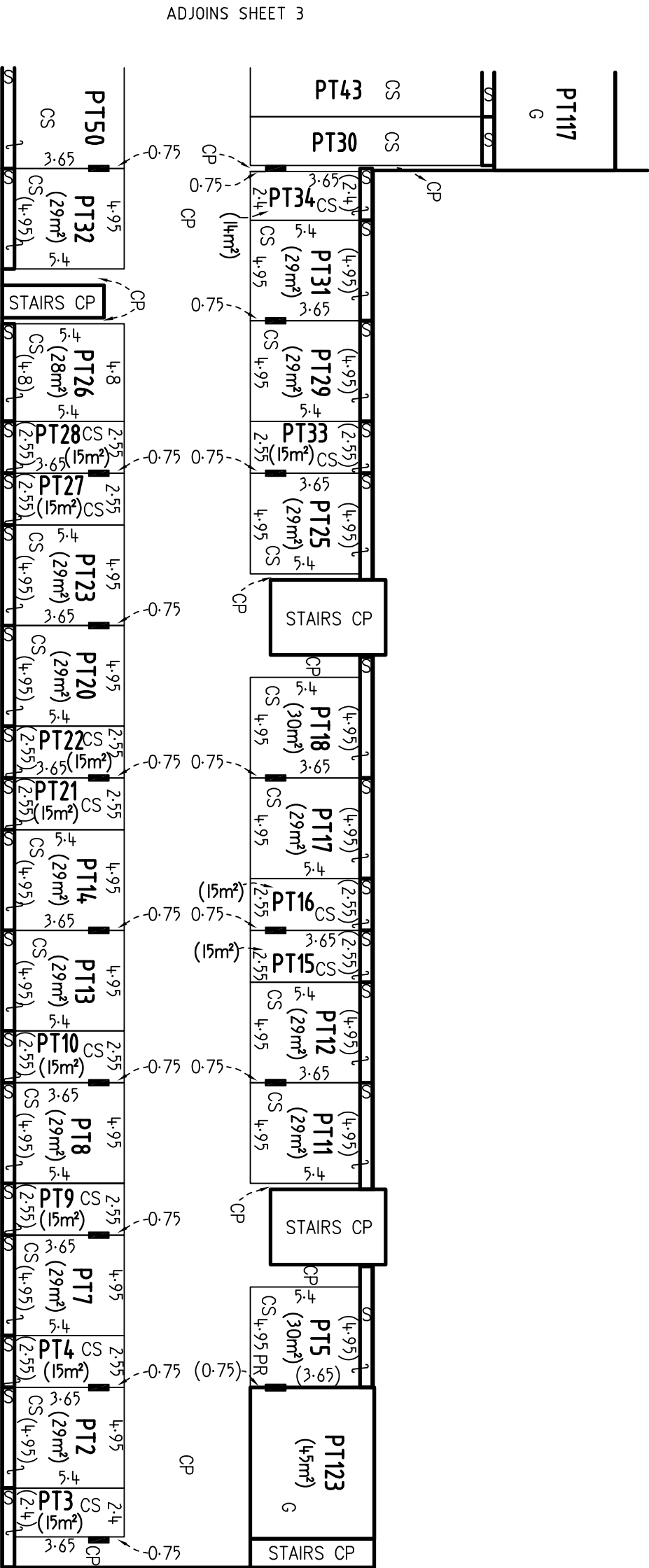
- (E) DENOTES EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 7.0 WIDE (DP 1263952)
- CP DENOTES COMMON PROPERTY
- B DENOTES BALCONY
- CY DENOTES COURTYARD
- P DENOTES PERPENDICULAR TO STRUCTURE
- L DENOTES PROLONGATION OF FACE OF WALL OR STRUCTURE
- W DENOTES WASTE ENCLOSURE

(X) LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS - SEE CROWN GRANT(S)
(Y) LAND EXCLUDES MINERALS (S.171 CROWN LANDS ACT, 1989)

SURVEYOR	PLAN OF	L-G-A: QUEANBEYAN-PALERANG REGIONAL	REGISTERED	
NAME: DAVID AMBROSE STONE	SUBDIVISION OF LOT 564 DP 1263952	Locality: GOOCONG Reduction Ratio 1:600 Lengths are in metres	09/01/2024	SP107331
Date: 3rd NOVEMBER 2023				
Reference: 22022.117UP				



BASEMENT PLAN



- PR DENOTES PROLONGATION OF GARAGE WALL

— DENOTES PROLONGATION CENTRE OF WALL OR COLUMN

— DENOTES PROLONGATION FACE OF WALL OR COLUMN
- AREAS ARE APPROXIMATE ONLY & INCLUDE STORAGE CAGES. ALL ANGLES ARE 90° UNLESS STATED OTHERWISE
- CP DENOTES COMMON PROPERTY

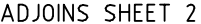
CS DENOTES CARSPACE

S DENOTES STORAGE

G DENOTES GARAGE
- ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY.
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- ANY OTHER SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY.

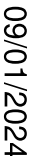
SURVEYOR	PLAN OF	L-G-A: QUEANBEYAN-PALERANG REGIONAL	REGISTERED	
NAME: DAVID AMBROSE STONE		Locality: GOOCONG		
Date: 3rd NOVEMBER 2023		Reduction Ratio 1:250		
Reference: 22022.117 UP	SUBDIVISION OF LOT 564 DP 1263952	Lengths are in metres	09/01/2024	SP107331

BASEMENT PLAN



 DENOTES PROLONGATION
 CENTRE OF WALL OR COLUMN
 DENOTES PROLONGATION
 FACE OF WALL OR COLUMN

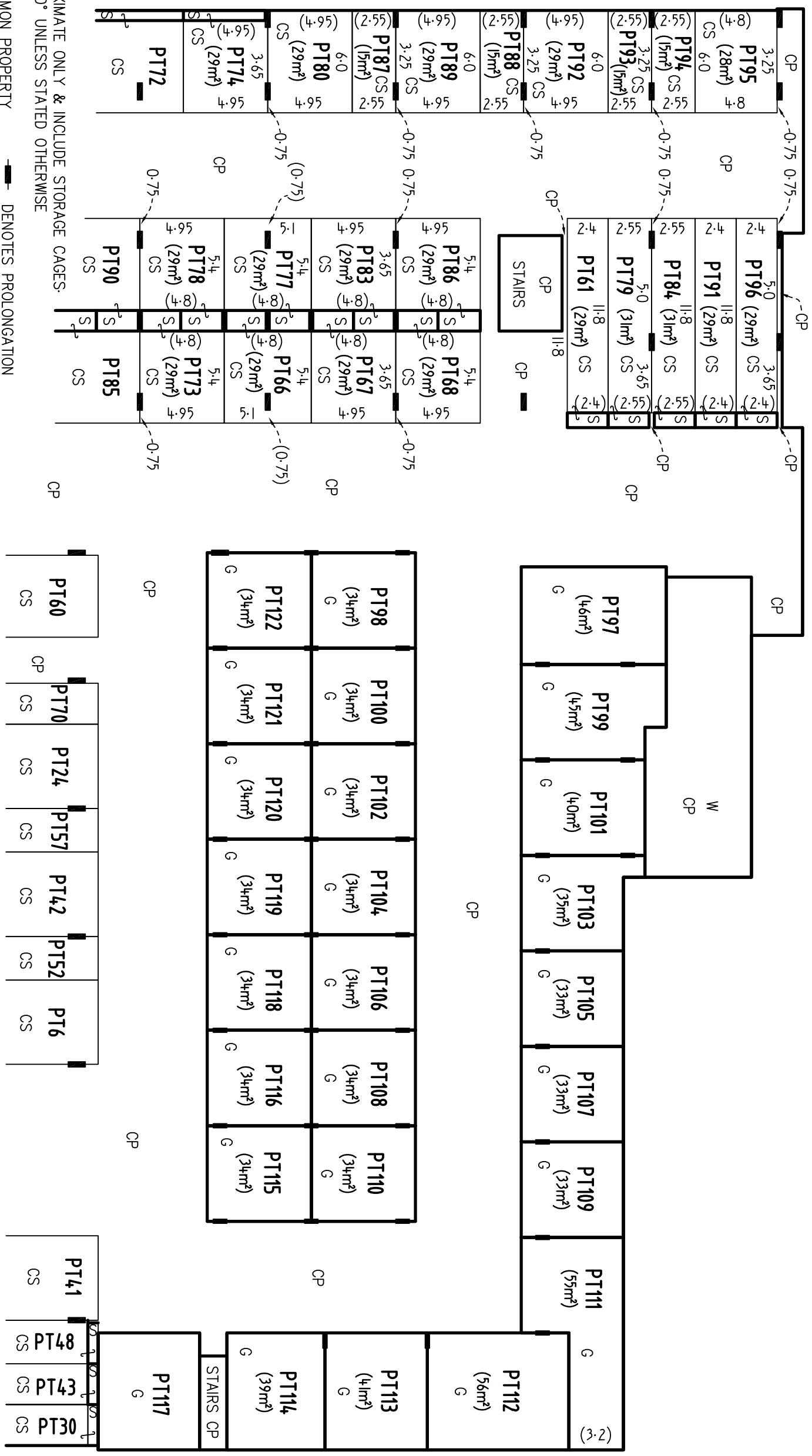
Lengths are in metres



SP107331



BASEMENT PLAN



AREAS ARE APPROXIMATE ONLY & INCLUDE STORAGE CAGES.
ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

CP DENOTES COMMON PROPERTY
CS DENOTES CARSPACE
S DENOTES STORAGE
G DENOTES GARAGE
W DENOTES WASTE ENCLOSURE

— DENOTES PROLONGATION
— CENTRE OF WALL OR COLUMN
— DENOTES PROLONGATION
— FACE OF WALL OR COLUMN

ADJOINS SHEET 3

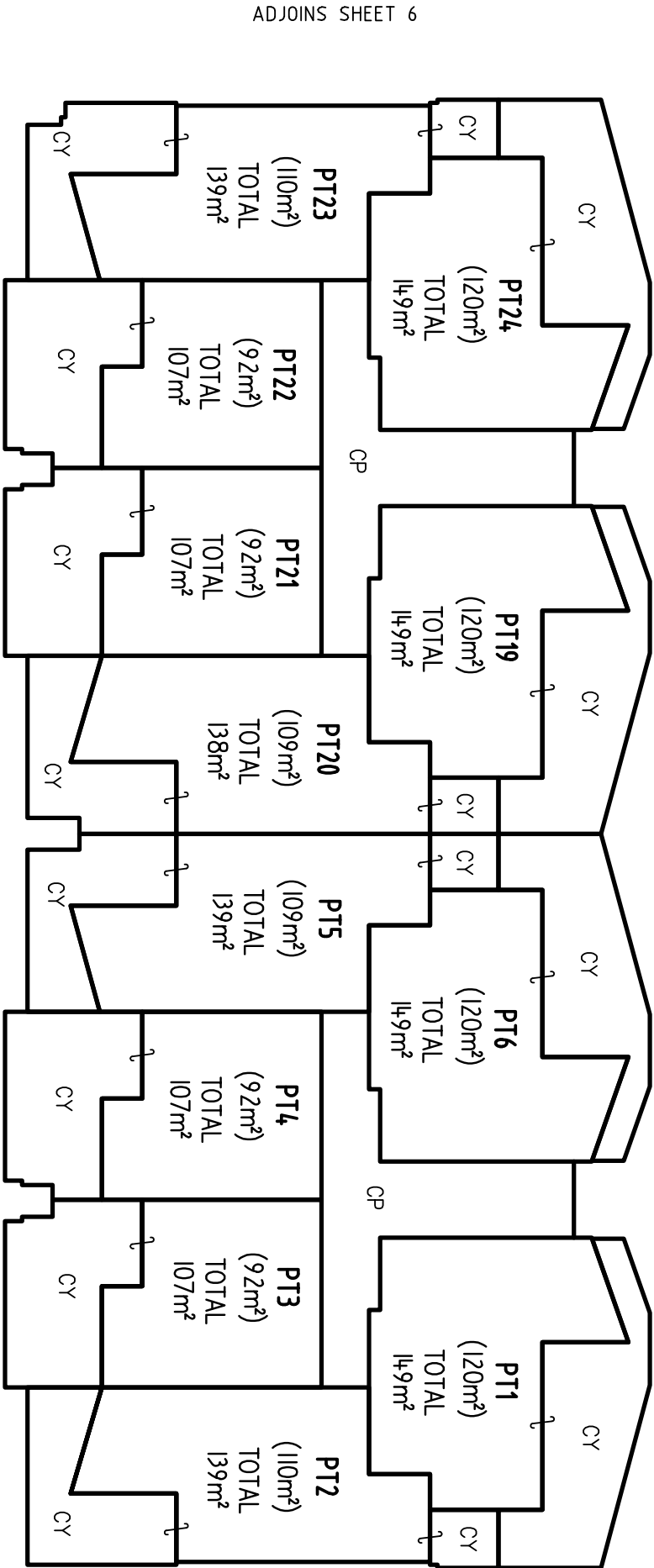
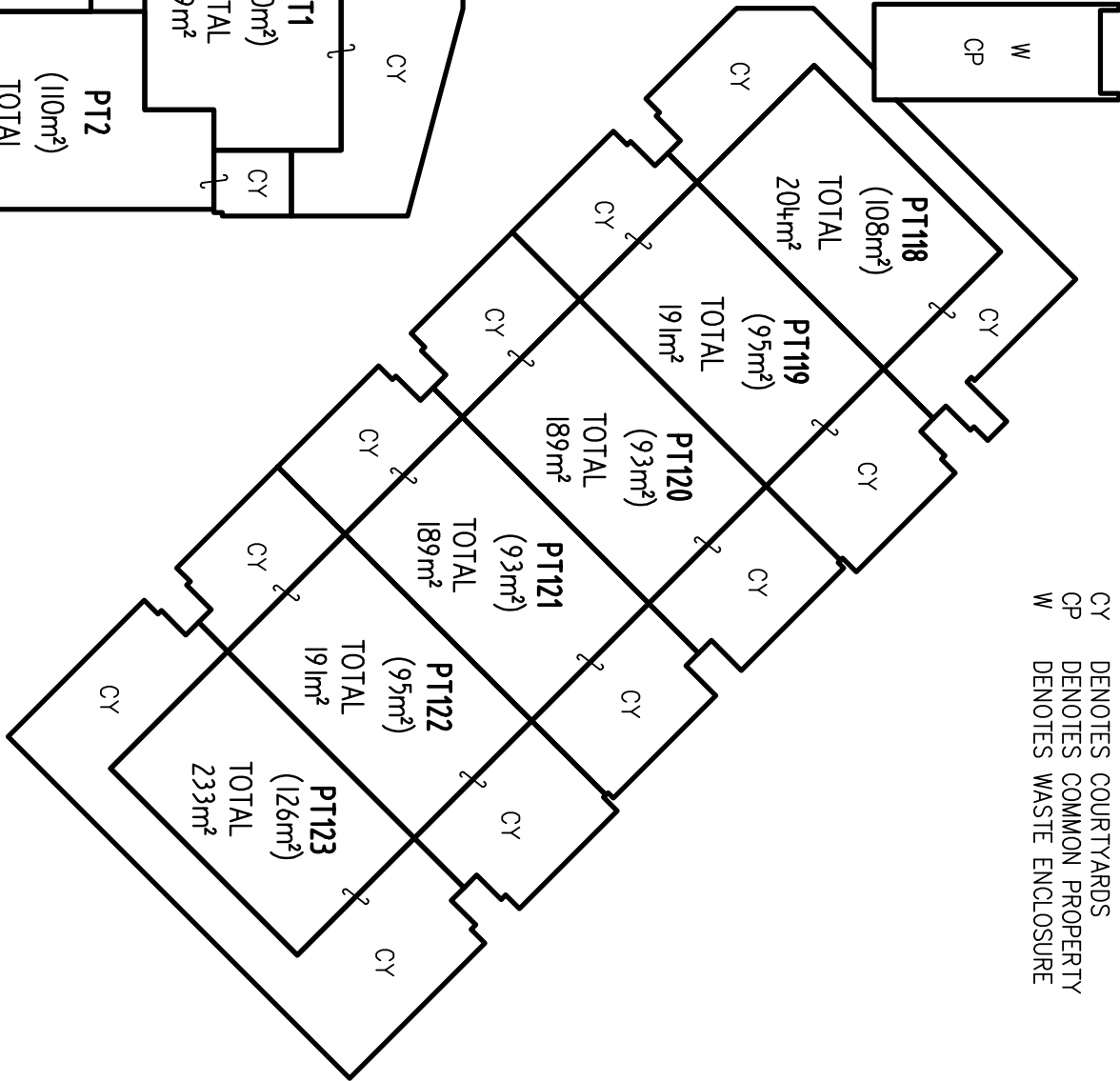
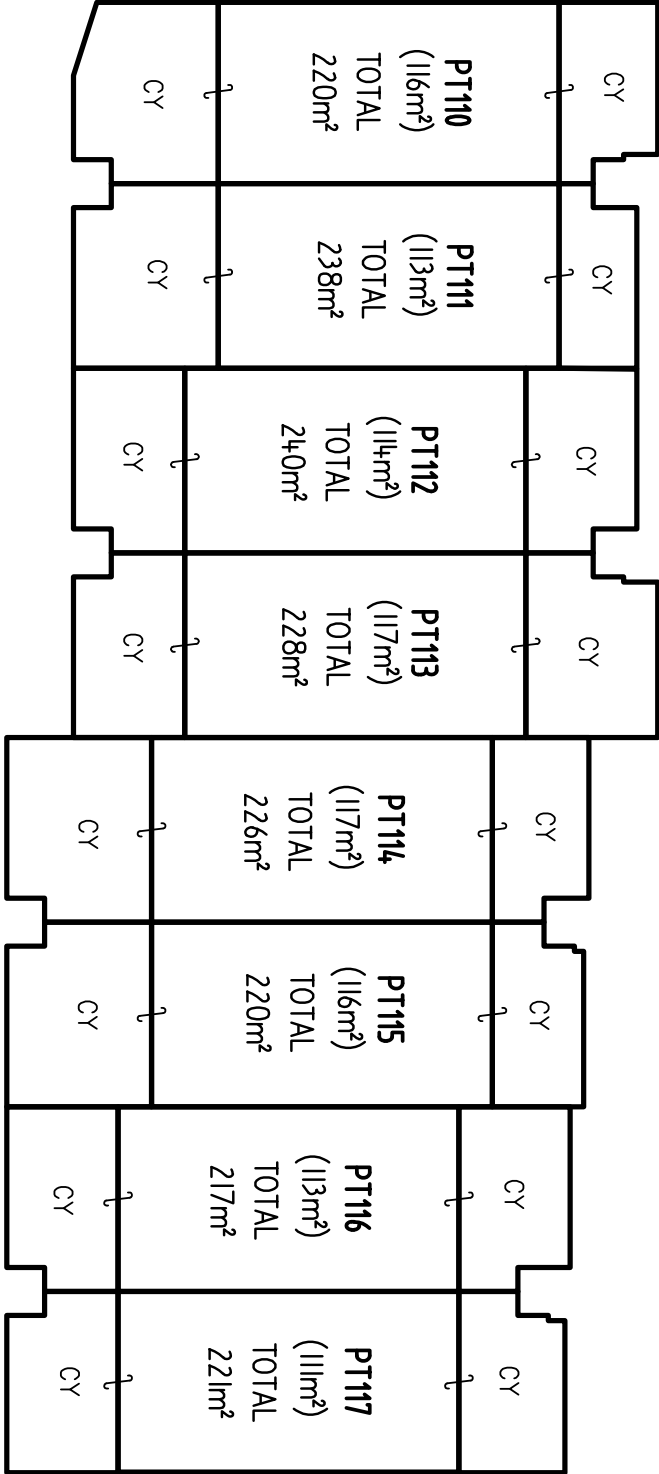
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NAME: DAVID AMBROSE STONE	SUBDIVISION OF LOT 564 DP 1263952	Locality: GOOGONG		09/01/2024	
Date: 3rd NOVEMBER 2023		Reduction Ratio 1:250			
Reference: 22022.117 UP		Lengths are in metres			

SP107331



GROUND FLOOR

CY DENOTES COURTYARDS
CP DENOTES COMMON PROPERTY
W DENOTES WASTE ENCLOSURE



ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY.

ALL AREAS INCLUDE COURTYARDS.

ANY PIPES, WIRE, CABLES AND ASSOCIATED STRUCTURES NOT WITHIN THE BUILDING ARE COMMON PROPERTY.

ANY OTHER SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY.

COURTYARDS ARE LIMITED IN DEPTH 3m BELOW THE UPPER SURFACE OF THE FLOOR OF THE ADJOINING UNIT EXCEPT WHERE THERE IS A CONCRETE BASE AND IN THE HEIGHT TO 8m ABOVE THE UPPER SURFACE OF THE FLOOR OF THE ADJOINING UNIT EXCEPT WHEN COVERED.

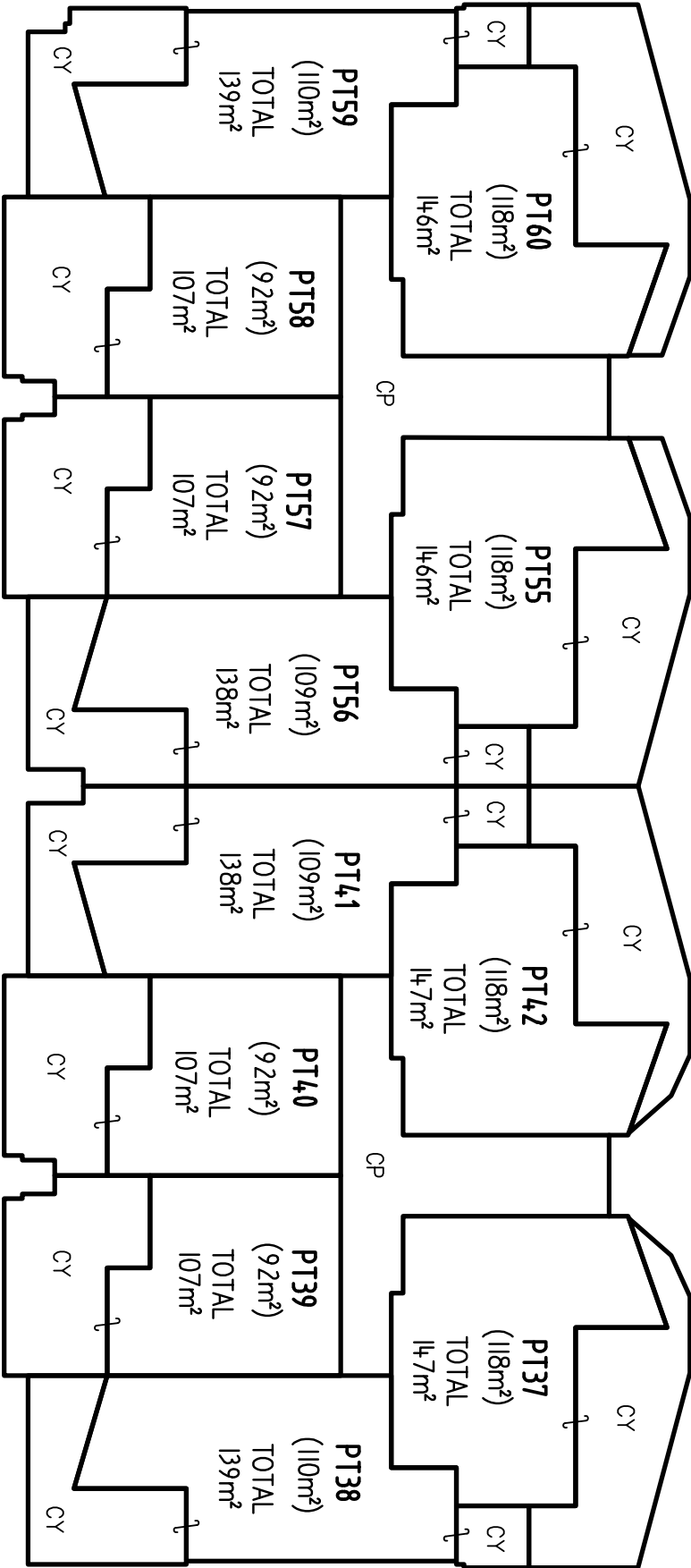
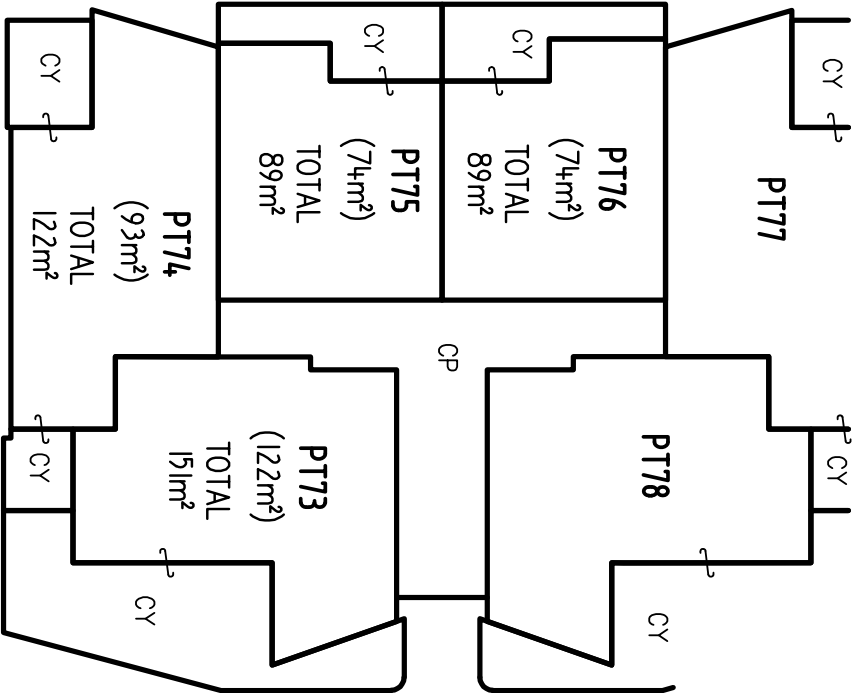
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NAME: DAVID AMBROSE STONE	SUBDIVISION OF LOT 564 DP 1263952	Locality: GOOCONG	09/01/2024
Date: 3rd NOVEMBER 2023		Reduction Ratio 1:250	SP107331
Reference: 22022.117 UP		Lengths are in metres	



CY DENOTES COURTYARDS
CP DENOTES COMMON PROPERTY

GROUND FLOOR

ADJOINS SHEET 7



ADJOINS SHEET 5

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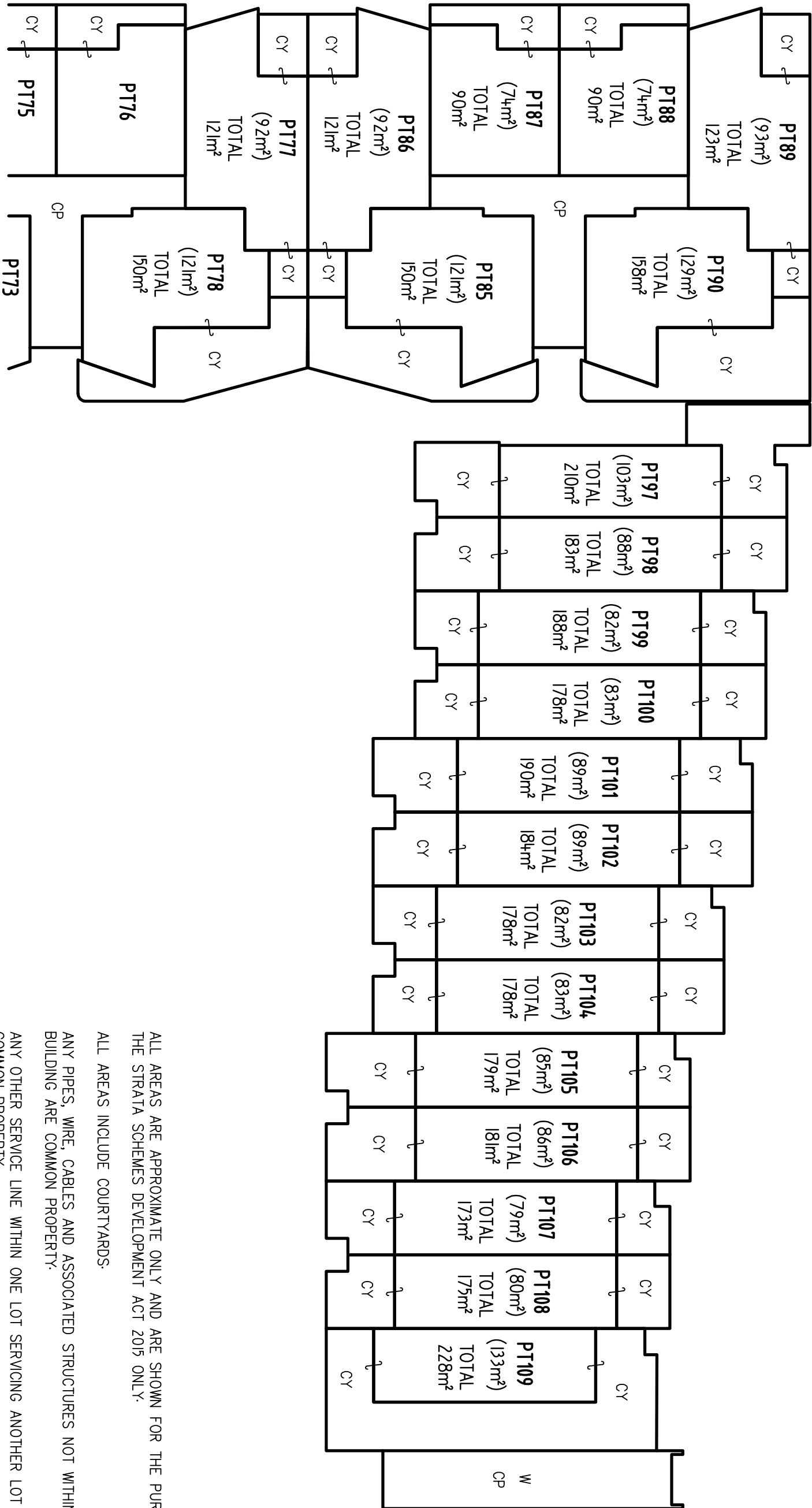
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SURVEYOR	PLAN OF	L-G-A: QUEANBEYAN-PALERANG REGIONAL	REGISTERED	
NAME: DAVID AMBROSE STONE	SUBDIVISION OF LOT 564 DP 1263952	Locality: GOOGONG	09/01/2024	SP107331
Date: 3rd NOVEMBER 2023		Reduction Ratio 1:250		
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GROUND FLOOR



ADJOINS SHEET 5

ADJOINS SHEET 6

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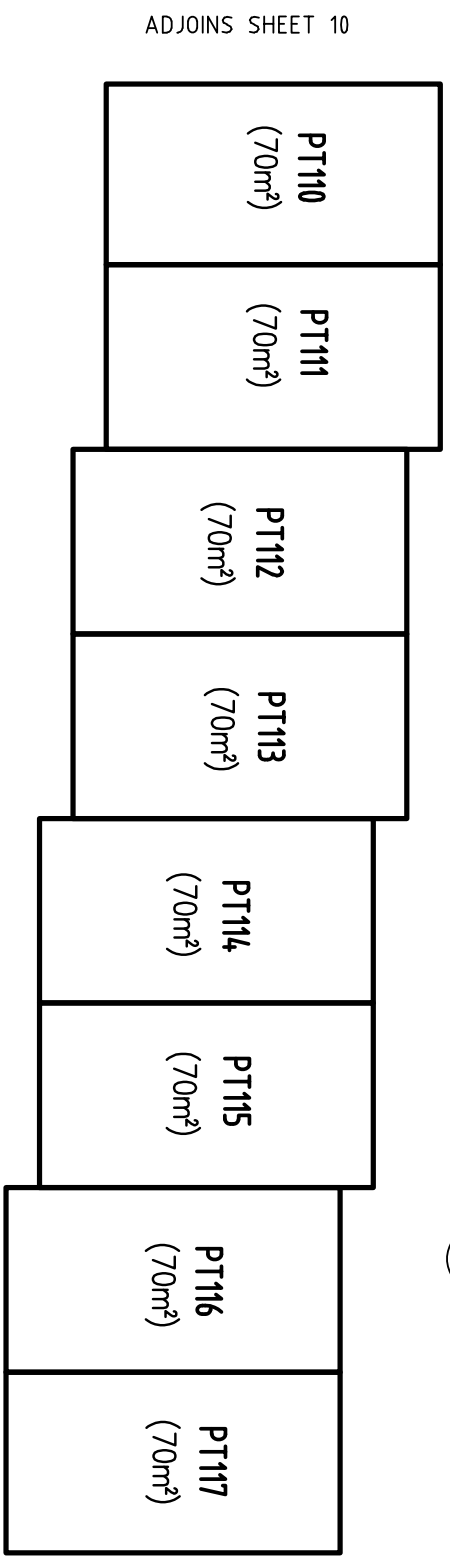
CY DENOTES COURTYARDS
CP DENOTES COMMON PROPERTY
W DENOTES WASTE ENCLOSURE

SURVEYOR	PLAN OF	L-G-A: QUEANBEYAN-PALERANG REGIONAL	REGISTERED	
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Reference: 22022.117 UP		Lengths are in metres		

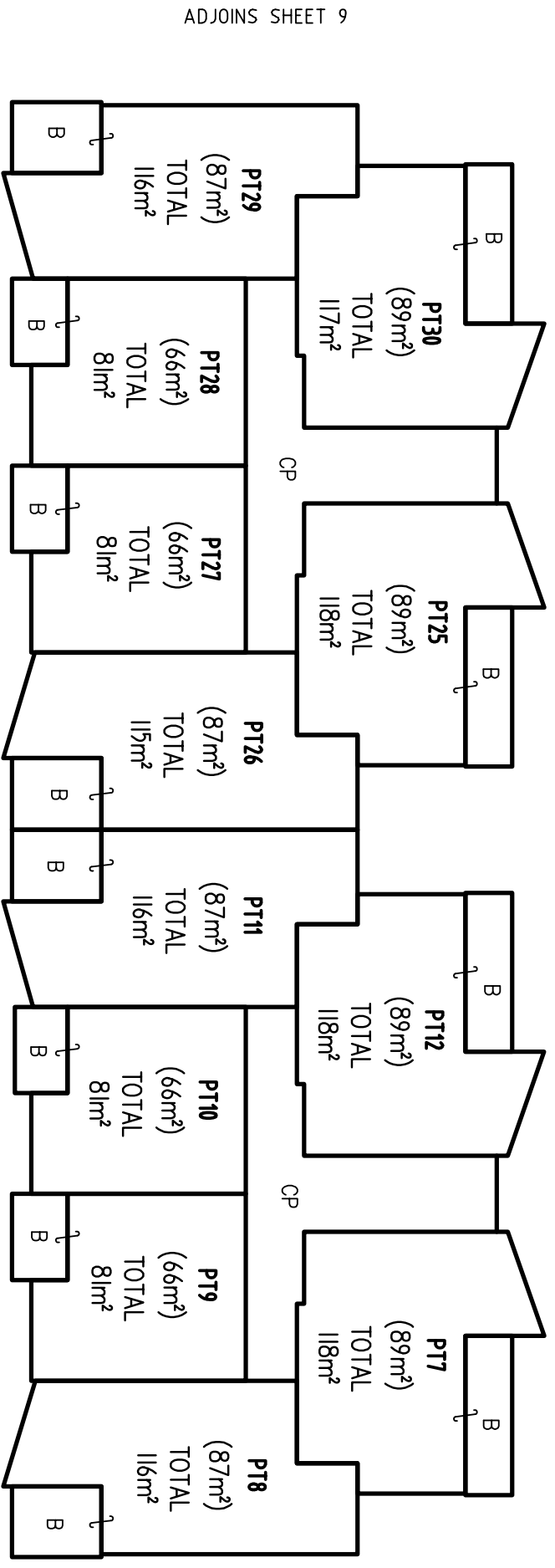


LEVEL 1

CP DENOTES COMMON PROPERTY
B DENOTES BALCONY



ADJOINS SHEET 10



ADJOINS SHEET 9

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ALL AREAS INCLUDE BALCONIES

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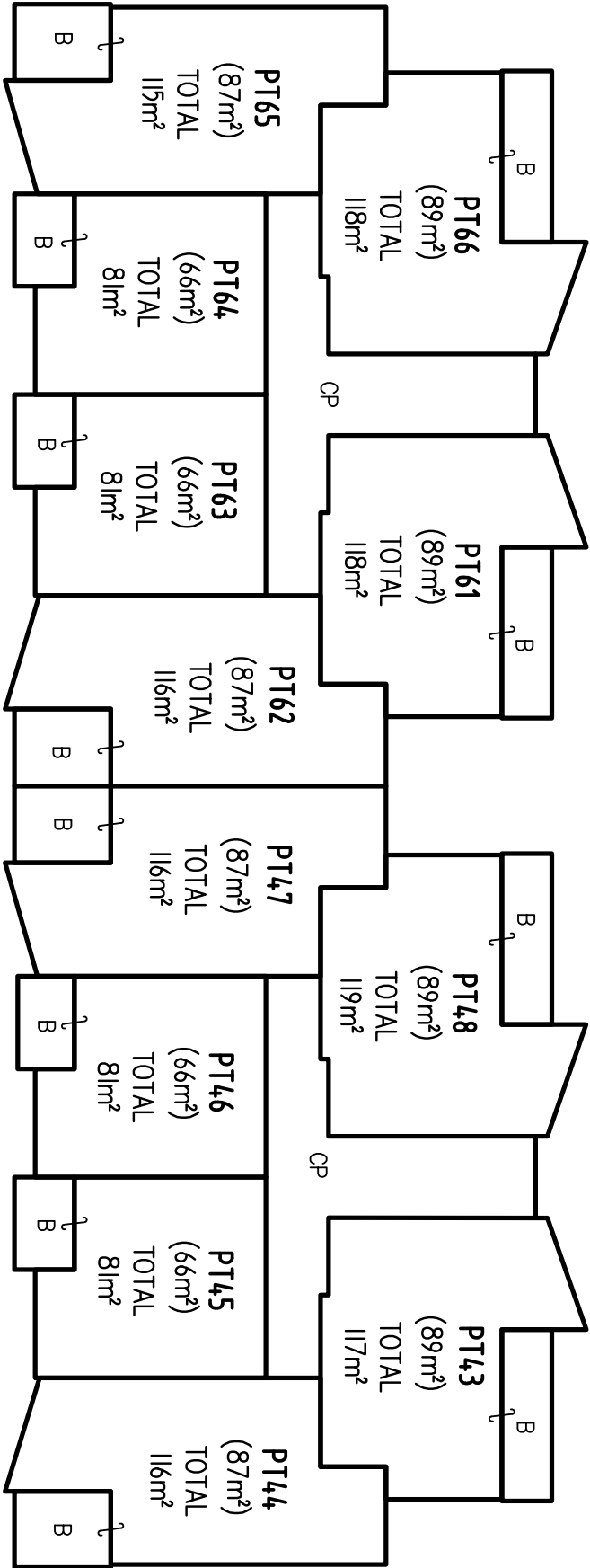
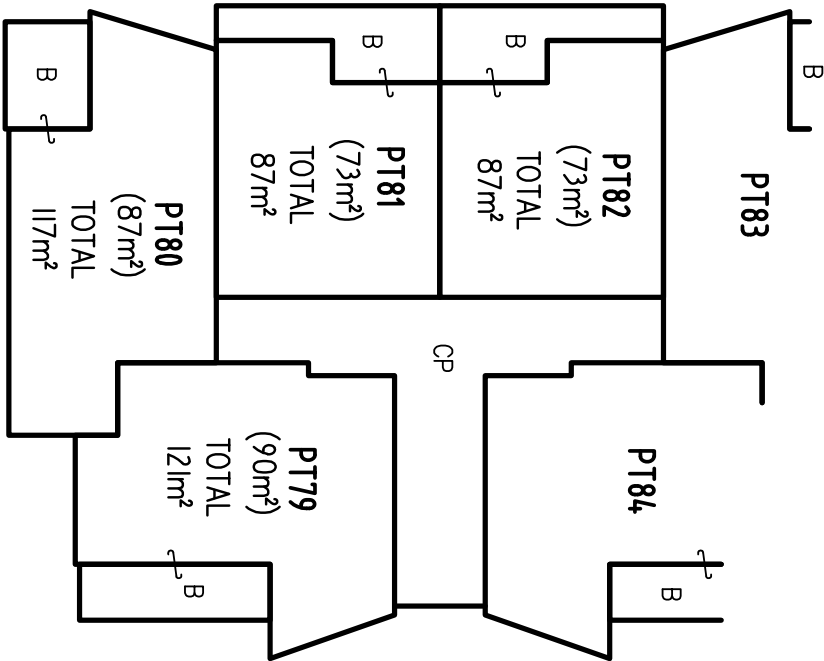
SURVEYOR	PLAN OF	L-G-A: QUEANBEYAN-PALERANG REGIONAL	REGISTERED	
NAME: DAVID AMBROSE STONE		Locality: GOOCONG	09/01/2024	
Date: 3rd NOVEMBER 2023	SUBDIVISION OF LOT 564 DP 1263952	Reduction Ratio 1:250		
Reference: 22022.117 UP		Lengths are in metres		SP107331



CP DENOTES COMMON PROPERTY
B DENOTES BALCONY

LEVEL 1

ADJOINS SHEET 10



ADJOINS SHEET 8

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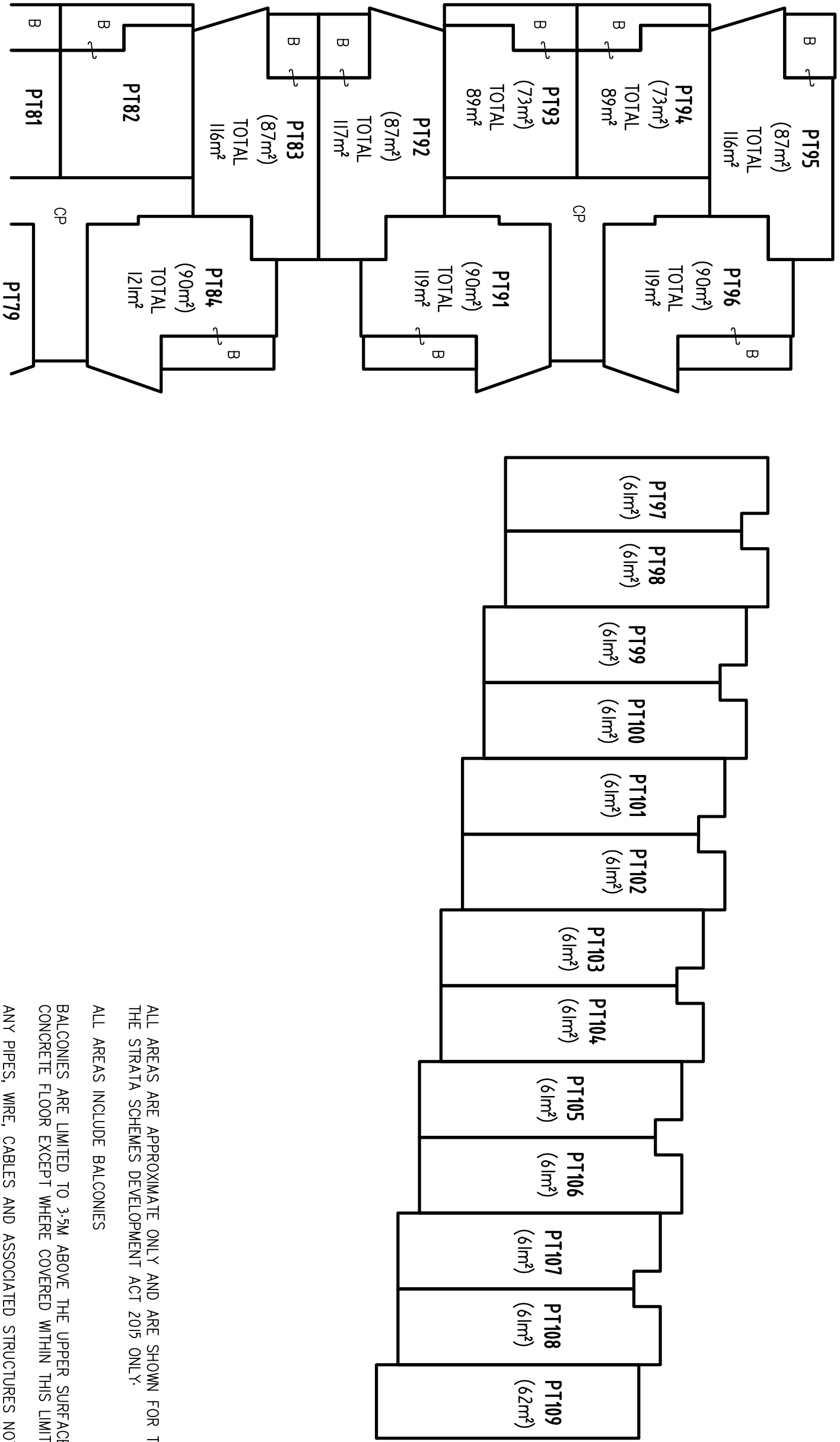
ANY OTHER SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY.

SURVEYOR	PLAN OF	L-G-A: QUEANBEYAN-PALERANG REGIONAL	REGISTERED	
NAME: DAVID AMBROSE STONE		Locality: GOOCONG		
Date: 3rd NOVEMBER 2023	SUBDIVISION OF LOT 564 DP 1263952	Reduction Ratio 1:250		
Reference: 22022.117 UP		Lengths are in metres	09/01/2024	SP107331



LEVEL 1

CP DENOTES COMMON PROPERTY
B DENOTES BALCONY



ADJOINS SHEET 9

ADJOINS SHEET 8

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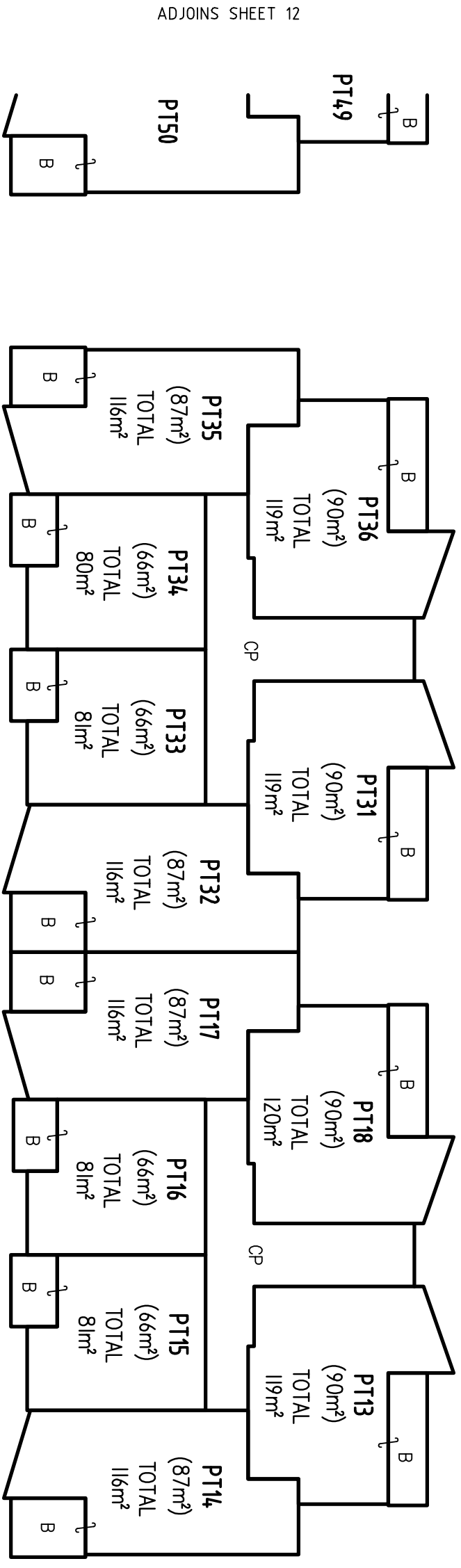
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SURVEYOR	PLAN OF	L-G-A: QUEANBEYAN-PALERANG REGIONAL	REGISTERED	
NAME: DAVID AMBROSE STONE		Locality: GOOCONG		
Date: 3rd NOVEMBER 2023	SUBDIVISION OF LOT 564 DP 1263952	Reduction Ratio 1:250		
Reference: 22022.117 UP		Lengths are in metres	09/01/2024	SP107331



LEVEL 2

CP DENOTES COMMON PROPERTY
B DENOTES BALCONY



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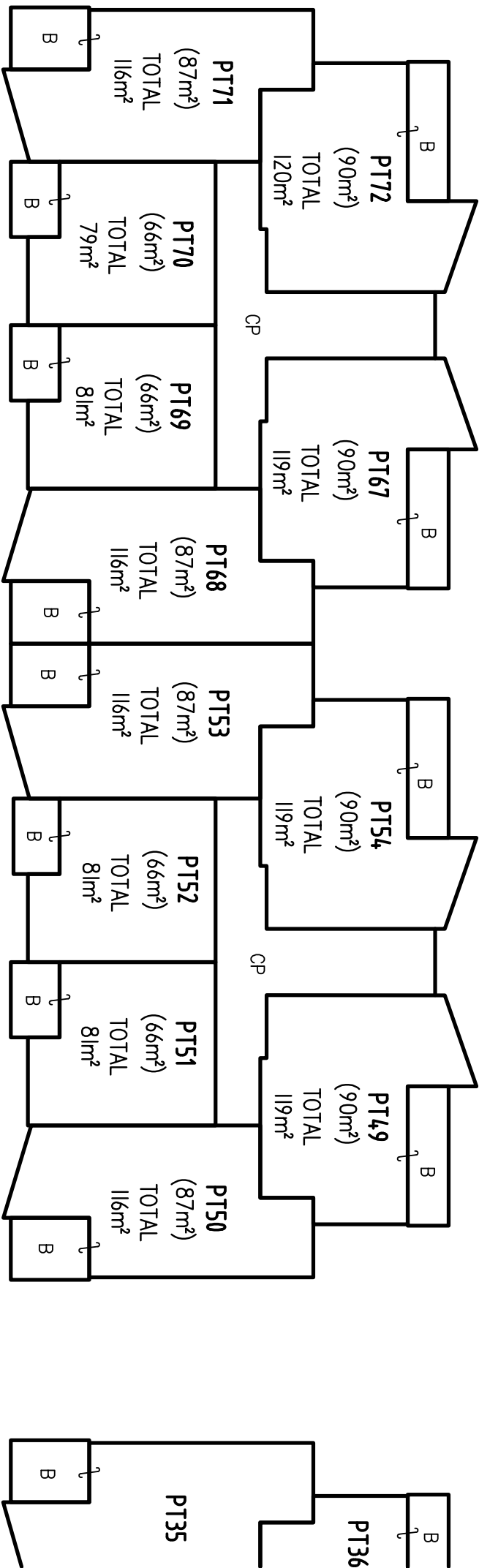
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NAME: DAVID AMBROSE STONE	SUBDIVISION OF LOT 564 DP 1263952	Locality: GOOGONG	 09/01/2024	
Date: 3rd NOVEMBER 2023		Reduction Ratio 1:250		
Reference: 22022.117 UP		Lengths are in metres		



LEVEL 2

CP DENOTES COMMON PROPERTY
B DENOTES BALCONY



ADJOINS SHEET 11

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY.

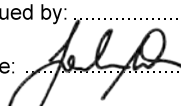
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SURVEYOR	PLAN OF	L-G-A: QUEANBEYAN-PALERANG REGIONAL	REGISTERED	
NAME: DAVID AMBROSE STONE		Locality: GOOGONG		
Date: 3rd NOVEMBER 2023	SUBDIVISION OF LOT 564 DP 1263952	Reduction Ratio 1:250	09/01/2024	
Reference: 22022.117 UP		Lengths are in metres		SP107331

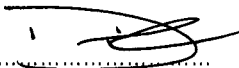
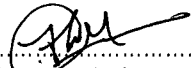
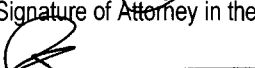
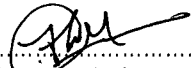
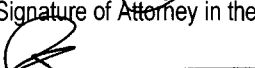
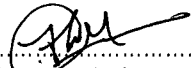
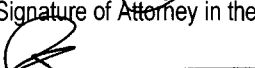
SP FORM 3.01		STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 6 sheet(s)
Office Use Only Registered:  09/01/2024		Office Use Only SP107331	
PLAN OF SUBDIVISION OF: LOT 564 DP 1263952		LGA: Queanbeyan-Palerang Regional Locality: GOOGONG Parish: GOOGONG County: MURRAY	
This is a *FREEHOLD/ *LEASEHOLD Strata Scheme			
Address for Service of Documents McNamee Strata PTY LTD 2-4 Rutledge Street Queanbeyan NSW 2620 Provide an Australian postal address including a postcode		The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option *A/ B — Smoke penetration: Option *A/ B — (see Schedule 3 <i>Strata Schemes Management Regulation 2016</i>) *The strata by-laws lodged with the plan.	
Surveyor's Certificate I DAVID AMBROSE STONE..... , of VERIS Australia Pty Ltd ABN 53 615 735 727 , being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on:- *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ Signature:  Date: 03/11/2023 Surveyor ID: SU8790 Surveyor's Reference: 22022.117UP ^ Insert the deposited plan number or dealing number of the instrument that created the easement		Strata Certificate (Registered Certifier) IGordon Wren.....being a Registered Certifier, registration number ...BDC0447, certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(c) This plan is part of a development scheme. *(b) The building encroaches on a public place and in accordance with section 62(6) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) will be created as utility lots and restricted in accordance with section 68 <i>Strata Schemes Development Act 2015</i>. Certificate Reference:SC4165..... Relevant Planning Approval No.:CDC1796..... issued by:Gordon Wren..... Signature: Electronic signature affixed by me, Gordon Wren, dated 07.11.23. Date:7th Nov 2023..... ^ Insert lot numbers of proposed utility lots.	

SP FORM 3.07 (2019)		STRATA PLAN ADMINISTRATION SHEET		Sheet 2 of 6 sheet(s)					
Office Use Only				Office Use Only					
Registered:  09/01/2024		SP107331							
VALUER'S CERTIFICATE									
I, * Paul Powderlyof CIVAS (ACT) Pty Limited									
being a qualified valuer, as defined in the <i>Strata Schemes Development Act 2015</i> by virtue of having membership with:									
Professional Body: Australian Property Institute									
Class of membership: Fellow									
Membership number: 67211									
certify that the unit entitlements shown in the schedule herewith were apportioned on 23 October 2023 (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015									
Signature:  Date 7/11/23									
* Full name, valuer company name or company address									
SCHEDULE OF UNIT ENTITLEMENT									
LOT No.	UE	LOT No.	UE	LOT No.	UE	LOT No.	UE	LOT No.	UE
1	81	29	80	57	61	85	80	113	114
2	80	30	79	58	61	86	81	114	114
3	61	31	81	59	81	87	64	115	114
4	61	32	81	60	80	88	64	116	114
5	81	33	61	61	79	89	82	117	115
6	81	34	61	62	79	90	80	118	108
7	79	35	81	63	60	91	79	119	104
8	79	36	81	64	60	92	81	120	104
9	60	37	81	65	80	93	63	121	104
10	60	38	81	66	79	94	63	122	105
11	79	39	61	67	81	95	82	123	108
12	79	40	61	68	81	96	79	TOTAL	10000
13	81	41	80	69	61	97	106		
14	80	42	80	70	61	98	104		
15	61	43	79	71	81	99	103		
16	61	44	80	72	81	100	103		
17	81	45	60	73	80	101	103		
18	81	46	60	74	82	102	103		
19	81	47	79	75	64	103	103		
20	81	48	79	76	64	104	103		
21	61	49	81	77	81	105	103		
22	61	50	81	78	80	106	103		
23	81	51	61	79	79	107	103		
24	81	52	61	80	82	108	103		
25	79	53	81	81	63	109	105		
26	79	54	81	82	63	110	115		
27	60	55	81	83	81	111	115		
28	60	56	81	84	79	112	115		
Surveyor's Reference: 22022.117UP									

SP FORM 3.08 (Annexure)		STRATA PLAN ADMINISTRATION SHEET		Sheet 3 of 6 sheet(s)	
Office Use Only			Office Use Only		
Registered:  09/01/2024			SP107331		
This sheet is for the provision of the following information as required: - Any information which cannot fit in the appropriate panel of any previous administration sheets - A schedule of street addresses - Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> - Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i>					
STREET ADDRESS SCHEDULE					
LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
CP	N/A	55	McFARLANE	AVENUE	GOOGONG
1	125	1	WELLSVALE	DRIVE	GOOGONG
2	125	2	WELLSVALE	DRIVE	GOOGONG
3	125	3	WELLSVALE	DRIVE	GOOGONG
4	125	4	WELLSVALE	DRIVE	GOOGONG
5	125	5	WELLSVALE	DRIVE	GOOGONG
6	125	6	WELLSVALE	DRIVE	GOOGONG
7	125	101	WELLSVALE	DRIVE	GOOGONG
8	125	102	WELLSVALE	DRIVE	GOOGONG
9	125	103	WELLSVALE	DRIVE	GOOGONG
10	125	104	WELLSVALE	DRIVE	GOOGONG
11	125	105	WELLSVALE	DRIVE	GOOGONG
12	125	106	WELLSVALE	DRIVE	GOOGONG
13	125	201	WELLSVALE	DRIVE	GOOGONG
14	125	202	WELLSVALE	DRIVE	GOOGONG
15	125	203	WELLSVALE	DRIVE	GOOGONG
16	125	204	WELLSVALE	DRIVE	GOOGONG
17	125	205	WELLSVALE	DRIVE	GOOGONG
18	125	206	WELLSVALE	DRIVE	GOOGONG
19	125	7	WELLSVALE	DRIVE	GOOGONG
20	125	8	WELLSVALE	DRIVE	GOOGONG
21	125	9	WELLSVALE	DRIVE	GOOGONG
22	125	10	WELLSVALE	DRIVE	GOOGONG
23	125	11	WELLSVALE	DRIVE	GOOGONG
24	125	12	WELLSVALE	DRIVE	GOOGONG
25	125	107	WELLSVALE	DRIVE	GOOGONG
26	125	108	WELLSVALE	DRIVE	GOOGONG
27	125	109	WELLSVALE	DRIVE	GOOGONG
28	125	110	WELLSVALE	DRIVE	GOOGONG
29	125	111	WELLSVALE	DRIVE	GOOGONG
30	125	112	WELLSVALE	DRIVE	GOOGONG
31	125	207	WELLSVALE	DRIVE	GOOGONG
32	125	208	WELLSVALE	DRIVE	GOOGONG
33	125	209	WELLSVALE	DRIVE	GOOGONG
34	125	210	WELLSVALE	DRIVE	GOOGONG
35	125	211	WELLSVALE	DRIVE	GOOGONG
36	125	212	WELLSVALE	DRIVE	GOOGONG
37	125	13	WELLSVALE	DRIVE	GOOGONG
38	125	14	WELLSVALE	DRIVE	GOOGONG
39	125	15	WELLSVALE	DRIVE	GOOGONG
40	125	16	WELLSVALE	DRIVE	GOOGONG
41	125	17	WELLSVALE	DRIVE	GOOGONG
Surveyor's Reference: 22022.117UP					

SP FORM 3.08 (Annexure)		STRATA PLAN ADMINISTRATION SHEET		Sheet 4 of 6 sheet(s)	
Office Use Only			Office Use Only		
Registered:  09/01/2024			SP107331		
This sheet is for the provision of the following information as required: - Any information which cannot fit in the appropriate panel of any previous administration sheets - A schedule of street addresses - Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> - Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i>					
STREET ADDRESS SCHEDULE					
LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
42	125	18	WELLSVALE	DRIVE	GOOGONG
43	125	113	WELLSVALE	DRIVE	GOOGONG
44	125	114	WELLSVALE	DRIVE	GOOGONG
45	125	115	WELLSVALE	DRIVE	GOOGONG
46	125	116	WELLSVALE	DRIVE	GOOGONG
47	125	117	WELLSVALE	DRIVE	GOOGONG
48	125	118	WELLSVALE	DRIVE	GOOGONG
49	125	213	WELLSVALE	DRIVE	GOOGONG
50	125	214	WELLSVALE	DRIVE	GOOGONG
51	125	215	WELLSVALE	DRIVE	GOOGONG
52	125	216	WELLSVALE	DRIVE	GOOGONG
53	125	217	WELLSVALE	DRIVE	GOOGONG
54	125	218	WELLSVALE	DRIVE	GOOGONG
55	125	19	WELLSVALE	DRIVE	GOOGONG
56	125	20	WELLSVALE	DRIVE	GOOGONG
57	125	21	WELLSVALE	DRIVE	GOOGONG
58	125	22	WELLSVALE	DRIVE	GOOGONG
59	125	23	WELLSVALE	DRIVE	GOOGONG
60	125	24	WELLSVALE	DRIVE	GOOGONG
61	125	119	WELLSVALE	DRIVE	GOOGONG
62	125	120	WELLSVALE	DRIVE	GOOGONG
63	125	121	WELLSVALE	DRIVE	GOOGONG
64	125	122	WELLSVALE	DRIVE	GOOGONG
65	125	123	WELLSVALE	DRIVE	GOOGONG
66	125	124	WELLSVALE	DRIVE	GOOGONG
67	125	219	WELLSVALE	DRIVE	GOOGONG
68	125	220	WELLSVALE	DRIVE	GOOGONG
69	125	221	WELLSVALE	DRIVE	GOOGONG
70	125	222	WELLSVALE	DRIVE	GOOGONG
71	125	223	WELLSVALE	DRIVE	GOOGONG
72	125	224	WELLSVALE	DRIVE	GOOGONG
73	125	25	WELLSVALE	DRIVE	GOOGONG
74	125	26	WELLSVALE	DRIVE	GOOGONG
75	125	27	WELLSVALE	DRIVE	GOOGONG
76	125	28	WELLSVALE	DRIVE	GOOGONG
77	125	29	WELLSVALE	DRIVE	GOOGONG
78	125	30	WELLSVALE	DRIVE	GOOGONG
79	125	125	WELLSVALE	DRIVE	GOOGONG
80	125	126	WELLSVALE	DRIVE	GOOGONG
81	125	127	WELLSVALE	DRIVE	GOOGONG
82	125	128	WELLSVALE	DRIVE	GOOGONG
83	125	129	WELLSVALE	DRIVE	GOOGONG
Surveyor's Reference: 22022.117UP					

SP FORM 3.08 (Annexure)		STRATA PLAN ADMINISTRATION SHEET		Sheet 5 of 6 sheet(s)	
Office Use Only			Office Use Only		
Registered:  09/01/2024			SP107331		
This sheet is for the provision of the following information as required: - Any information which cannot fit in the appropriate panel of any previous administration sheets - A schedule of street addresses - Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> - Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i>					
STREET ADDRESS SCHEDULE					
LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
84	125	130	WELLSVALE	DRIVE	GOOGONG
85	125	31	WELLSVALE	DRIVE	GOOGONG
86	125	32	WELLSVALE	DRIVE	GOOGONG
87	125	33	WELLSVALE	DRIVE	GOOGONG
88	125	34	WELLSVALE	DRIVE	GOOGONG
89	125	35	WELLSVALE	DRIVE	GOOGONG
90	125	36	WELLSVALE	DRIVE	GOOGONG
91	125	131	WELLSVALE	DRIVE	GOOGONG
92	125	132	WELLSVALE	DRIVE	GOOGONG
93	125	133	WELLSVALE	DRIVE	GOOGONG
94	125	134	WELLSVALE	DRIVE	GOOGONG
95	125	135	WELLSVALE	DRIVE	GOOGONG
96	125	136	WELLSVALE	DRIVE	GOOGONG
97		53	McFARLANE	AVENUE	GOOGONG
98		51	McFARLANE	AVENUE	GOOGONG
99		49	McFARLANE	AVENUE	GOOGONG
100		47	McFARLANE	AVENUE	GOOGONG
101		45	McFARLANE	AVENUE	GOOGONG
102		43	McFARLANE	AVENUE	GOOGONG
103		41	McFARLANE	AVENUE	GOOGONG
104		39	McFARLANE	AVENUE	GOOGONG
105		37	McFARLANE	AVENUE	GOOGONG
106		35	McFARLANE	AVENUE	GOOGONG
107		33	McFARLANE	AVENUE	GOOGONG
108		31	McFARLANE	AVENUE	GOOGONG
109		29	McFARLANE	AVENUE	GOOGONG
110		27	McFARLANE	AVENUE	GOOGONG
111		25	McFARLANE	AVENUE	GOOGONG
112		23	McFARLANE	AVENUE	GOOGONG
113		21	McFARLANE	AVENUE	GOOGONG
114		19	McFARLANE	AVENUE	GOOGONG
115		17	McFARLANE	AVENUE	GOOGONG
116		15	McFARLANE	AVENUE	GOOGONG
117		13	McFARLANE	AVENUE	GOOGONG
118		11	McFARLANE	AVENUE	GOOGONG
119		9	McFARLANE	AVENUE	GOOGONG
120		7	McFARLANE	AVENUE	GOOGONG
121		5	McFARLANE	AVENUE	GOOGONG
122		3	McFARLANE	AVENUE	GOOGONG
123		1	McFARLANE	AVENUE	GOOGONG
Surveyor's Reference: 22022.117UP					

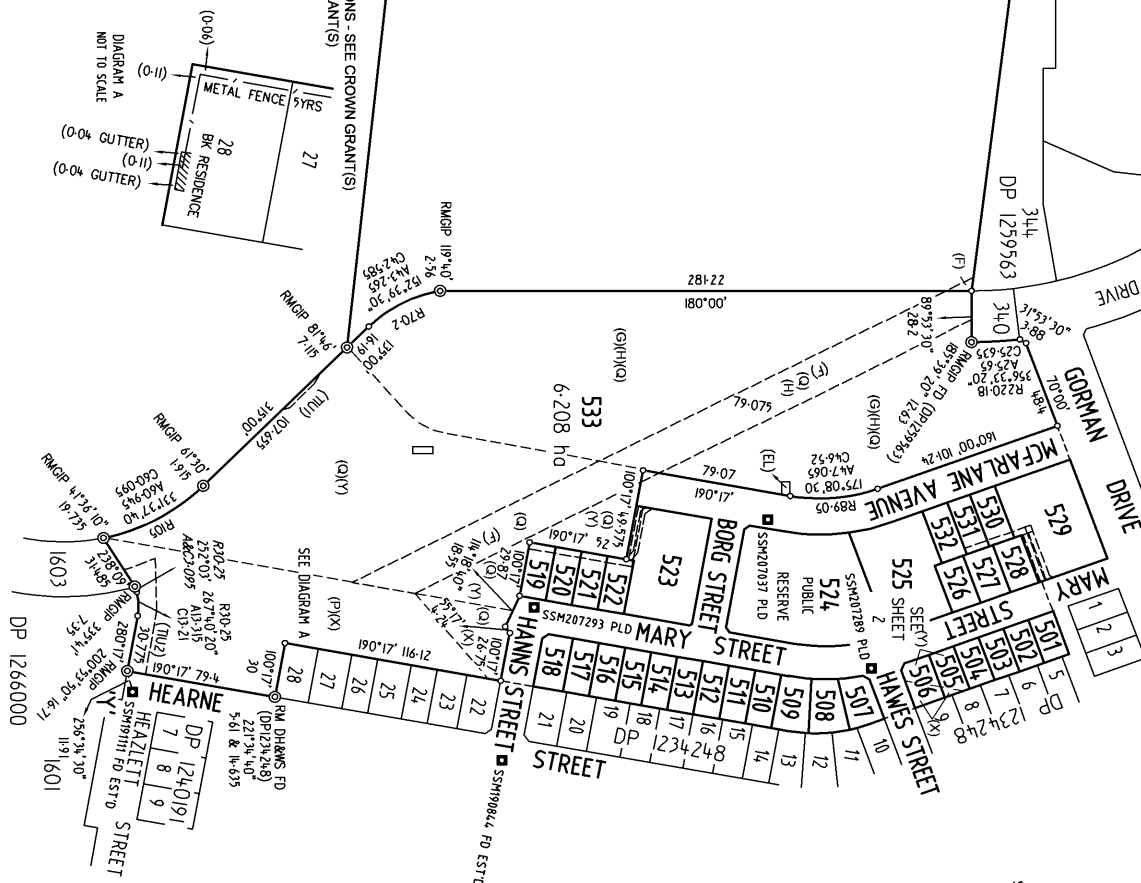
SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 6 of 6 sheet(s)																
Office Use Only		Office Use Only																
Registered:  09/01/2024	SP107331																	
This sheet is for the provision of the following information as required: - Any information which cannot fit in the appropriate panel of any previous administration sheets - A schedule of street addresses - Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> - Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i>																		
EXECUTED for and on behalf of: Company Name: Googong Resi Pty Ltd Company ACN: 646 318 729 Authority: Section 127 of the Corporations Act 2001 Signature of authorised person:  Name of authorised person: Dennis Milin Position: Sole Director / Secretary CONSENTED by Australia and New Zealand Banking Group Limited as mortgagee under registered number AS560082: <table><tr><td>Executed for and on behalf of Australia and New Zealand Banking Group Limited ABN 11 005 357 522</td><td>)</td><td></td><td>Signature of Attorney in the presence of</td></tr><tr><td>Under Power of Attorney dated 18th November 2002</td><td>)</td><td></td><td>Signature of Witness</td></tr><tr><td>And registered in New South Wales</td><td>)</td><td><u>Gregory Brown</u></td><td>Print Name of Witness</td></tr><tr><td>Book: 4376 Folio: 410 by:</td><td>)</td><td><u>13 Maygar Street Hughes Act 2605</u></td><td>Address of Witness</td></tr></table> <u>SHAY KASHYAP</u> Who certifies that he / she is a Manager / Senior Manager and that he / she has not received notice of revocation of that Power.			Executed for and on behalf of Australia and New Zealand Banking Group Limited ABN 11 005 357 522	)		Signature of Attorney in the presence of	Under Power of Attorney dated 18 th November 2002	)		Signature of Witness	And registered in New South Wales	)	<u>Gregory Brown</u>	Print Name of Witness	Book: 4376 Folio: 410 by:	)	<u>13 Maygar Street Hughes Act 2605</u>	Address of Witness
Executed for and on behalf of Australia and New Zealand Banking Group Limited ABN 11 005 357 522	)		Signature of Attorney in the presence of															
Under Power of Attorney dated 18 th November 2002	)		Signature of Witness															
And registered in New South Wales	)	<u>Gregory Brown</u>	Print Name of Witness															
Book: 4376 Folio: 410 by:	)	<u>13 Maygar Street Hughes Act 2605</u>	Address of Witness															
Surveyor's Reference:22022.117UP																		



CONTROL MARKS				CONTROL MARK CONNECTIONS			
FROM	TO	BEARING	DISTANCE	BEARING	MCA GROUND	BY SCMS	
SSM91111	PM173695	304°14'	103.26	304°14'	103.23		
SSM17695	SSM207289	104°19'26"	92.89				
SSM207289	SSM207037	236°11'07"	98.95				
SSM207037	SSM207293	158°14'50"	12.785				
SSM207293	SSM190844	101°20'50"	85.74				
SSM190844	SSM91111	190°50'50"	199.095	190°50'50"	199.095		

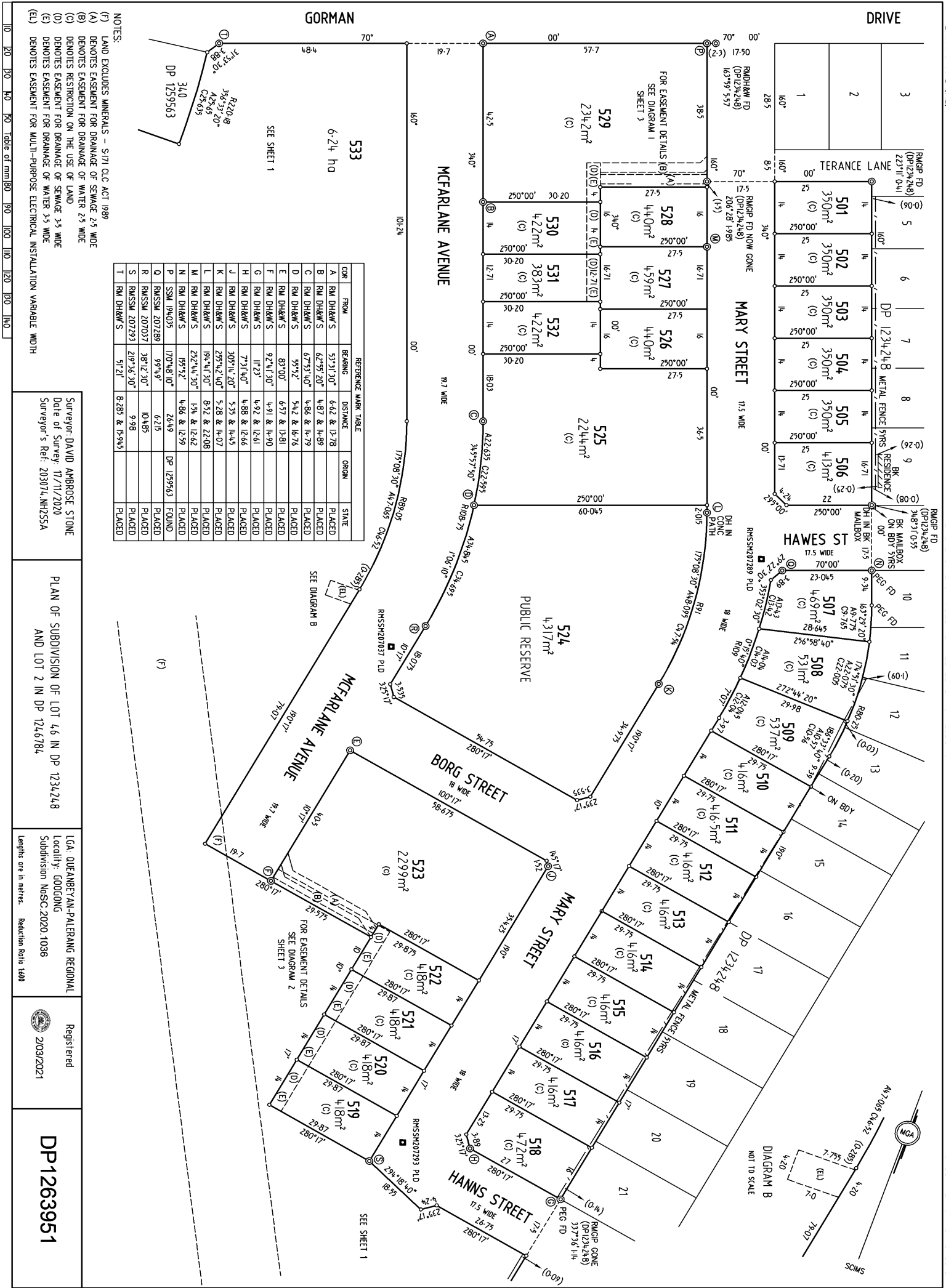
COORDINATE SCHEDULE			
MARK	MCA COORDINATES	CLASS	METHOD
SSM91111	702485.898 607792.829	D	SCMS
PM173695	70273.779 607801.456	D	SCMS
SSM190844	702823.222 607788.366	D	SCMS
SSM207037	702291.049 607772.186		SURVEY
SSM207289	702472.782 607778.917		SURVEY
SSM207293	702439.306 607760.477		SURVEY
DATE OF SCMS COORDINATES: 18 / 11 / 2020			
MCA DATUM: GDA 2020			
COMBINED SCALE FACTOR: 0.999982			
MCA ZONE: 55			

- (G) LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS - SEE CROWN GRANT(S)
(X) RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
(Y) LAND EXCLUDES MINERALS - SEE CROWN GRANT(S)
(H) BENEFITED BY EASEMENT FOR ACCESS OVER TRACK IN USE (DP1246784)
(P) PLANNING AGREEMENT (A687808)
(Q) PLANNING AGREEMENT (A6913393)



NOTES:
(F) LAND EXCLUDES MINERALS - S/71 CLC ACT 1989
(EL) DENOTES EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION VARIABLE WIDTH
(TU2) EASEMENT FOR ACCESS OVER TRACK IN USE (DP1246784)
(TU2) EASEMENT FOR ACCESS OVER TRACK IN USE (DP1246784)

Surveyor: DAVID AMBROSE STONE Date of Survey: 17/11/2020 Surveyor's Ref: 2030714.NH255A	PLAN OF SUBDIVISION OF LOT 46 IN DP 1234248 AND LOT 2 IN DP 1246784	LGA: QUEANBEYAN-PALERANG REGIONAL Locality: GOONONG Subdivision No. SC.2020.1036 Lengths are in metres. Reduction Ratio 12000	Registered 20/03/2021	DP1263951
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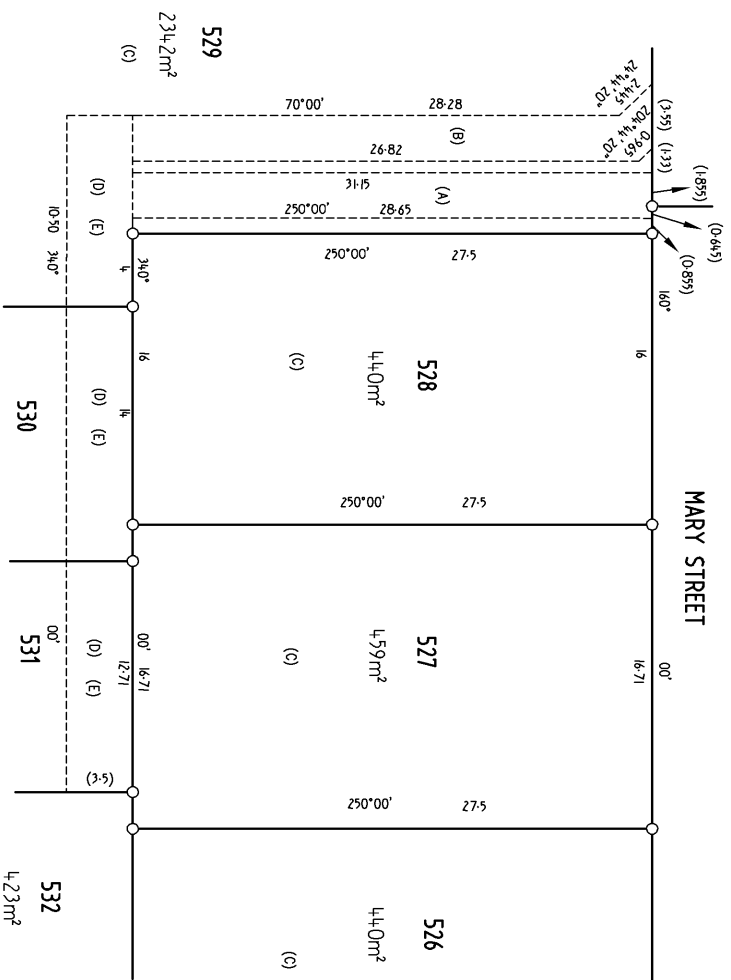


DIAGRAM 1

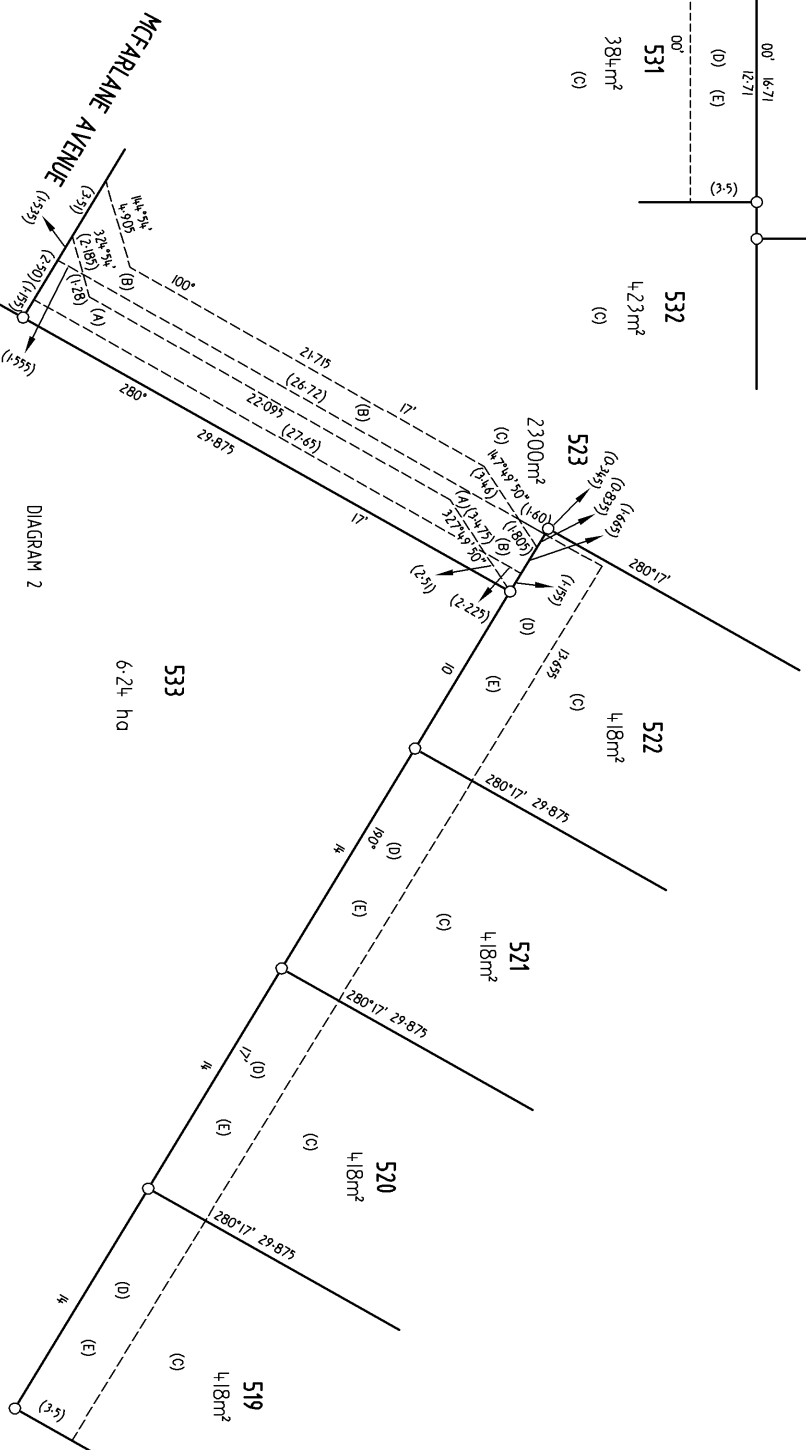


DIAGRAM 2

NOTES:

- (A) DENOTES EASEMENT FOR DRAINAGE OF SEWAGE 2.5 WIDE
 (B) DENOTES EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE
 (C) DENOTES RESTRICTION ON THE USE OF LAND
 (D) DENOTES EASEMENT FOR DRAINAGE OF SEWAGE 3.5 WIDE
 (E) DENOTES EASEMENT FOR DRAINAGE OF WATER 3.5 WIDE

Surveyor: DAVID AMBROSE STONE
 Date of Survey: 17/11/2020
 Surveyor's Ref: 2030714, NH255A

PLAN OF SUBDIVISION OF LOT 46 IN DP 1234248
 AND LOT 2 IN DP 1246784

LGA: QUEANBEYAN-PALEANG REGIONAL
 Locality: GOOCONG
 Subdivision No. SC.2020.1036

Registered
 2103/2021

DP1263951

Lengths are in metres. Reduction Ratio 1:200

PLAN FORM 6_E (2020)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 6 sheet(s)	
Registered:  2/03/2021 Title System: TORRENS		Office Use Only		Office Use Only	
		DP1263951			
PLAN OF SUBDIVISION OF LOT 46 IN DP1234248 AND LOT 2 IN DP1246784		LGA: QUEANBEYAN-PALERANG REGIONAL Locality: GOOGONG Parish: GOOGONG County: MURRAY			
Survey Certificate I, DAVID AMBROSE STONE of VERIS AUSTRALIA PTY LTD ABN 53 615 735 727 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: (a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on 17-Nov-2020 (b) Partial Survey (c) Compilation Datum Line: 'X' - 'Y' Type: Urban ☒ Rural ☐ Signature:  Dated: 11-Jan-2021 Surveyor Identification No: 8790 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>		Grown Lands NSW/Western Lands Office Approval ----- (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: ----- Date: ----- File Number: ----- Office: -----			
		Subdivision Certificate I, <i>Phillip Coman</i> certify that the provisions of section 6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Registration number: Consent Authority: <i>QUEANBEYAN-PALERANG REGIONAL COUNCIL</i> Date of endorsement: <i>18 January 2021</i> Subdivision Certificate number: <i>SC. 2020. 1036</i> File number: <i>123-2017</i>			
Plans used in the preparation of survey. DP1259563, DP1234248, DP1246784		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE THE EXTENSION OF MARY STREET, HAWES STREET AND HANNS STREET TO THE PUBLIC AS PUBLIC ROAD. IT IS INTENDED TO DEDICATE MCFARLANE AVENUE AND BORG STREET TO THE PUBLIC AS PUBLIC ROAD. IT IS INTENDED TO DEDICATE LOT 524 TO THE PUBLIC AS A PUBLIC RESERVE			
Surveyor's Reference: 203074.NH2S5A		Signatures, Seals and Section 88B Statements should appear on the following sheet(s)			

MM

PLAN FORM 6_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 6 sheet(s)
Registered:  2/03/2021	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 46 IN DP1234248 AND LOT 2 IN DP1246784		DP1263951
Subdivision Certificate number: SC.2020.1036 Date of Endorsement: 18 JANUARY 2021		
		This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) SSI Regulation 2017 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals- see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO; CREATE 1. RESTRICTION ON THE USE OF LAND 2. EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION VARIABLE WIDTH 3. EASEMENT FOR DRAINAGE OF SEWAGE 3.5 WIDE 4. EASEMENT FOR DRAINAGE OF WATER 3.5 WIDE 5. EASEMENT FOR DRAINAGE OF SEWAGE 2.5 WIDE 6. EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 203074.NH2S5A		

MM

PLAN FORM 6_E (2020) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 6 sheet(s)

Registered:  2/03/2021 PLAN OF SUBDIVISION OF LOT 46 IN DP1234248 AND LOT 2 IN DP1246784 Subdivision Certificate number: <i>SC. 2020. 1036</i> Date of Endorsement: <i>18 JANUARY 2021</i>	Office Use Only DP1263951 This sheet is for the provision of the following information as required: - A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> - Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> - Signatures and seals- see 195D <i>Conveyancing Act 1919</i> - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
---	---

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
501		58	Mary	Street	Googong
502		56	Mary	Street	Googong
503		54	Mary	Street	Googong
504		52	Mary	Street	Googong
505		50	Mary	Street	Googong
506		1	Hawes	Street	Googong
507		2	Hawes	Street	Googong
508		44	Mary	Street	Googong
509		42	Mary	Street	Googong
510		40	Mary	Street	Googong
511		38	Mary	Street	Googong
512		36	Mary	Street	Googong
513		34	Mary	Street	Googong
514		32	Mary	Street	Googong
515		30	Mary	Street	Googong

If space is insufficient use additional annexure sheet

Surveyor's Reference: 203074.NH2S5A

M/M

PLAN FORM 6_E (2020) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 6 sheet(s)

Registered:  2/03/2021 PLAN OF SUBDIVISION OF LOT 46 IN DP1234248 AND LOT 2 IN DP1246784 Subdivision Certificate number: <i>SC. 2020. 1036</i> Date of Endorsement: <i>18 JANUARY 2021</i>	Office Use Only DP1263951 This sheet is for the provision of the following information as required: - A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> - Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> - Signatures and seals- see 195D <i>Conveyancing Act 1919</i> - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
--	---

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
516		28	Mary	Street	Googong
517		26	Mary	Street	Googong
518		1	Hanns	Street	Googong
519		21	Mary	Street	Googong
520		23	Mary	Street	Googong
521		25	Mary	Street	Googong
522		27	Mary	Street	Googong
523		31	Mary	Street	Googong
524		35	Mary	Street	Googong
525		39	Mary	Street	Googong
526		43	Mary	Street	Googong
527		45	Mary	Street	Googong
528		47	Mary	Street	Googong
529		51	Mary	Street	Googong
530		50	McFarlane	Avenue	Googong

If space is insufficient use additional annexure sheet

Surveyor's Reference: 203074.NH2S5A

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PLAN FORM 6_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 5 of 6 sheet(s)

Registered:  2/03/2021

Office Use Only

Office Use Only

PLAN OF SUBDIVISION

OF LOT 46 IN DP1234248 AND LOT 2 IN DP1246784

DP1263951

Subdivision Certificate number: SC.2020.1036
Date of Endorsement: 18 JANUARY 2021

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

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

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
531		48	McFarlane	Avenue	Googong
532		46	McFarlane	Avenue	Googong
533		35	McFarlane	Avenue	Googong

534

N/A

Googong

If space is insufficient use additional annexure sheet

Surveyor's Reference: 203074.NH2S5A

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PLAN FORM 6_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 6 of 6 sheet(s)
Registered:  2/03/2021	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 46 IN DP1234248 AND LOT 2 IN DP1246784		DP1263951
Subdivision Certificate number: <i>SC.2020.1036</i> Date of Endorsement: <i>18 JANUARY 2021</i>		
This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) SSI Regulation 2017 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals- see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.		
Executed for and on behalf of <i>Googong Township Pty Limited</i>		
Under Power of Attorney dated 26-Jun-2017 and registered in New South Wales Book 4728 No 628		
Signature of Attorney : <i>Malcolm Robert Leslie</i> <i>Mitchell William Hugh Alexander</i>		
Name of Attorney : Malcolm Robert Leslie Mitchell William Hugh Alexander		
(By executing this instrument the Attorney states that the Attorney has received no notice of the revocation of the Power of Attorney)		
Signature of Witness : <i>Andrew Tallarita</i>		
Name of Witness Andrew Tallarita		
Address of Witness <i>L3, 64 Albra St Canberra ACT 2600</i>		
Executed for and on behalf of National Australia Bank Limited		
Under Power of Attorney dated <i>1st March 2007</i> and registered in New South Wales Book <i>4112</i> No <i>39</i>		
Signature of Attorney <i>Rachelle Anne Lewis</i>		
Name of Attorney Rachelle Anne Lewis		
(By executing this instrument the Attorney states that the Attorney has received no notice of the revocation of the Power of Attorney)		
Signature of Witness <i>Jing Li</i>		
Name of Witness Jing Li		
Address of Witness <i>100 St Georges Terrace Perth WA 6000</i>		
<i>MM</i>		
Surveyor's Reference: 203074 NH2S5A		

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

Lengths are in metres

Sheet 1 of 9

Plan:

DP1263951

Full name and address of proprietors of the land:

Plan of Subdivision of Lot 46 in DP 1234248 and Lot 2 in DP1246784

Subdivision No 2020-1036 Date 18 January 2021

Googong Township Pty Limited
 ABN 95154514593
 Level 3, 64 Allara Street
 CANBERRA CITY ACT 2601

Full name and address of mortgagee of the land:

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

PART 1 – CREATION

Number of item shown in the intention panel on the plan:	Identity of easement, restrictive covenant or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Restriction on the use of land	501 – 523, 525 – 532	Every other lot
2.	Easement for Multi-Purpose Electrical Installation variable width	533	Essential Energy ABN 37 428 185 226
3.	Easement for drainage of sewage 3.5 wide	519	533, Queanbeyan-Palerang Regional Council
		520	533, 519, Queanbeyan-Palerang Regional Council
		521	533, 519, 520, Queanbeyan-Palerang Regional Council
		522	533, 519, 520, 521, Queanbeyan-Palerang Regional Council
		531	532, Queanbeyan-Palerang Regional Council
	<i>continued</i>		

Section 1

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

Lengths are in metres
 Subdivision No 2020-1036
 Plan:

Sheet 2 of 9
 Date 18 January 2021
 Plan of Subdivision of Lot 46 in DP 1234248 and
 Lot 2 in DP1246784

DP1263951

Number of item shown in the intention panel on the plan:	Identity of easement, restrictive covenant or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
3.	Easement for drainage of sewage 3.5 wide	530 529	532, 531, Queanbeyan-Palerang Regional Council 532, 531, 530, Queanbeyan-Palerang Regional Council
4.	Easement for drainage of water 3.5 wide	519 520 521 522 531 530 529	533, Queanbeyan-Palerang Regional Council 533, 519, Queanbeyan-Palerang Regional Council 533, 519, 520, Queanbeyan-Palerang Regional Council 533, 519, 520, 521, Queanbeyan-Palerang Regional Council 532, Queanbeyan-Palerang Regional Council 532, 531, Queanbeyan-Palerang Regional Council 532, 531, 530, Queanbeyan-Palerang Regional Council
5.	Easement for drainage of sewage 2.5 wide <i>continued</i>	523	533, 519, 520, 521, 522, Queanbeyan-Palerang Regional Council

Section 2

AMZ

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

Lengths are in metres
Subdivision N^o 2020-1036
Plan:

Sheet 3 of 9
Date 18 January 2021
Plan of Subdivision of Lot 46 in DP 1234248 and
Lot 2 in DP1246784

DP1263951

Number of item shown in the intention panel on the plan:	Identity of easement, restrictive covenant or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
5.		529	532, 531, 530, Queanbeyan-Palerang Regional Council
6.	Easement for drainage of water 2.5 wide	523	533, 519, 520, 521, 522, Queanbeyan-Palerang Regional Council
		529	532, 531, 530, Queanbeyan-Palerang Regional Council

PART 2 - TERMS

1. Interpretation

1.1 Definitions

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

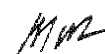
Design and Construction Requirements means the:

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

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

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

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



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

Lengths are in metres
Subdivision N° 1020-1036
Plan:

Sheet 4 of 9
Date 18 January 2021
Plan of Subdivision of Lot 46 in DP 1234248 and
Lot 2 in DP1246784

DP1263951

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

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

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

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

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

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

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

Plan means the plan to which this Instrument relates.

1.2 References to certain terms

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

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

1.3 Headings

Headings do not affect the interpretation of this Instrument.

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

2.1 Design and Construction Requirements

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

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

Lengths are in metres
Subdivision N^o 2020-1036
Plan:

Sheet 5 of 9
Date 18 January 2021
Plan of Subdivision of Lot 46 in DP 1234248 and
Lot 2 in DP1246784

DP1263951

Construction Requirements.

2.2 Design Approval and Construction

The Grantor must:

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

2.3 Duration of restriction

Clause 2.1 will cease and be of no further force or effect with respect to the Lot Burdened on and from the date the Googong Design Coordinator provides written notice that the Grantor has satisfied the requirements of clause 2.2(b).

3. Terms of Easement for Multi-Purpose Electrical Installation variable width numbered 2 on the Plan

The easement is granted on the terms contained in Part C of the Memorandum registered AG189384.

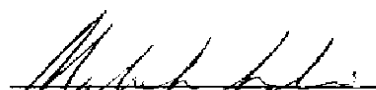
INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS, RESTRICTIVE COVENANTS AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres
Subdivision N° 2020-1036
Plan:

DP1263951

Sheet 6 of 9
Date 18 January 2021
Plan of Subdivision of Lot 46 in DP 1234248 and
Lot 2 in DP1246784

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


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

Malcolm Robert Leslie

Full name of attorney

 
Signature of witness


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

Andrew Tallarita
Full name of witness

Mitchell William Hugh Alexander
Full name of attorney

23, 64 Allara St
Canberra ACT 2600
Address of witness

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

Lengths are in metres

Subdivision N^o 2020-1036

Plan:

DP1263951

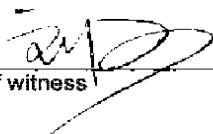
Sheet 7 of 9

Date 18 January 2021

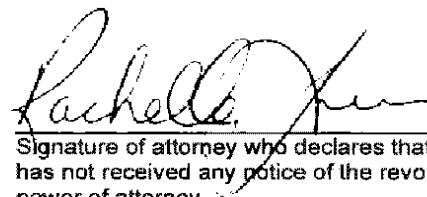
Plan of Subdivision of Lot 46 in DP 1234248 and
Lot 2 in DP1246784

Signed, sealed and delivered for and on behalf
of National Australia Bank Limited by its
Attorney registered in New South Wales
with Book 4512 N^o 39.

Who holds the position of Level 2 Attorney under
Power of Attorney dated 1 March 2007 in the
presence of:



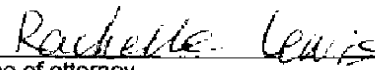
Signature of witness



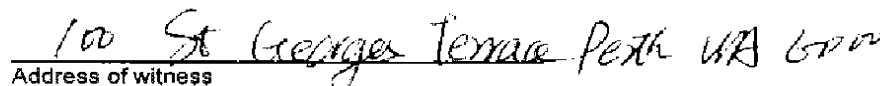
Signature of attorney who declares that the attorney
has not received any notice of the revocation of the
power of attorney



Full name of witness



Full name of attorney



Address of witness

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

Lengths are in metres
Subdivision N^o 2020-1036
Plan:

Sheet 8 of 9
Date 18 January 2021
Plan of Subdivision of Lot 46 in DP 1234248 and
Lot 2 in DP1246784

DP1263951

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



Signature of Witness



Signature of Authorised Officer

TIMOTHY JAMES REICH

Name of Witness in full

Phillip Coman

Name of Authorised Officer

256 CRAWFORD ST QUEANBEYAN
Address of Witness

Acting Service Manager - Development
Authority of Authorised Officer signing on
behalf of Queanbeyan-Palerang Regional
Council

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

Lengths are in metres
Subdivision N° 2020-1036
Plan:

DP1263951

Sheet 9 of 9
Date 18 January 2021
Plan of Subdivision of Lot 46 in DP 1234248 and
Lot 2 in DP1246784

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



Signature of witness

MELINDA WHITE

Full Name of witness



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

MARTIN ENGLISH
HEAD OF LEGAL

(Print) Full Name and title of attorney

8 BULLER STREET
PORT MACQUARIE

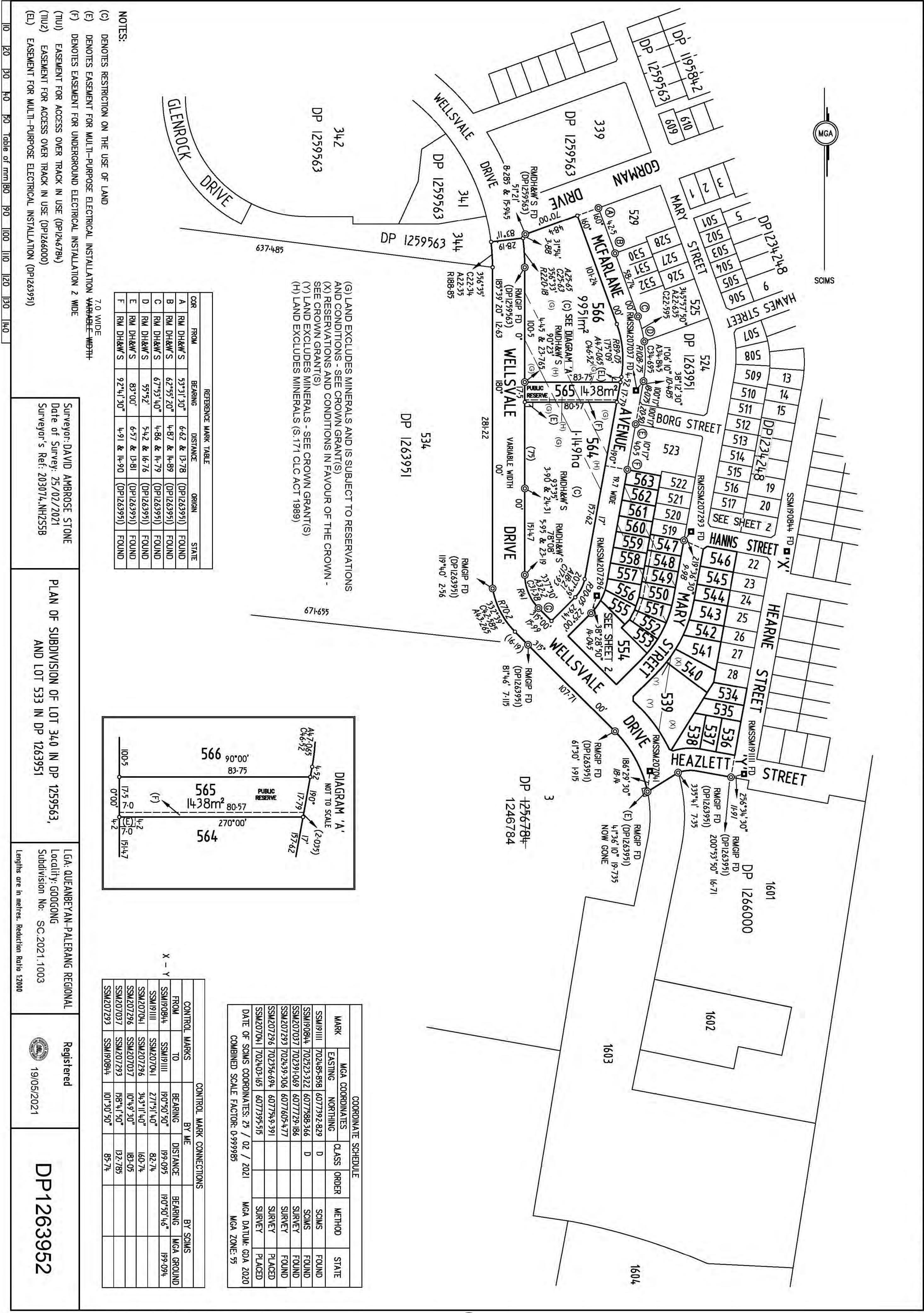
Address of witness

Section 2

REGISTERED

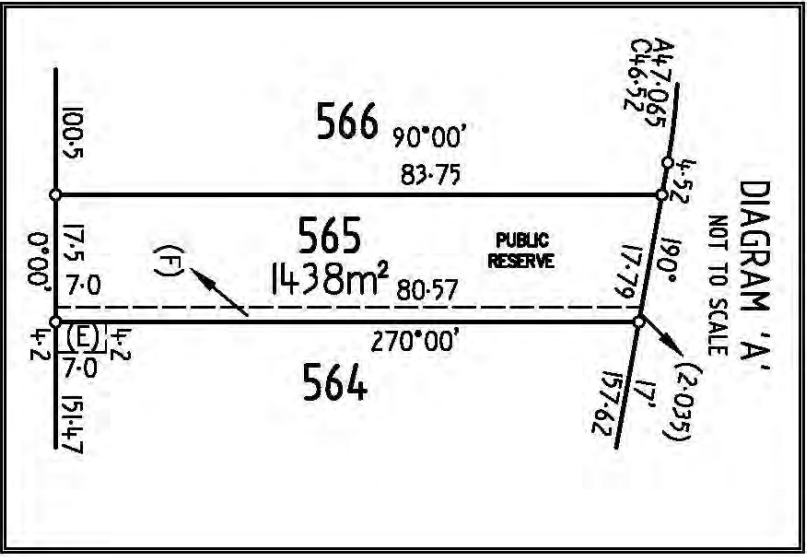


2/03/2021



(G) LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS - SEE CROWN GRANT(S)
(X) RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
(Y) LAND EXCLUDES MINERALS - SEE CROWN GRANT(S)
(H) LAND EXCLUDES MINERALS (S.171 CLC ACT 1989)

REFERENCE MARK TABLE			
COR	FROM	BEARING	STATE
A	RM DH&W'S	53°31'30"	FOUND
B	RM DH&W'S	62°55'20"	FOUND
C	RM DH&W'S	67°53'40"	FOUND
D	RM DH&W'S	55°52'	FOUND
E	RM DH&W'S	83°00'	FOUND
F	RM DH&W'S	92°41'30"	FOUND



COORDINATE SCHEDULE					
MARK	EASTING	NORTHING	CLASS	ORDER	METHOD
SSM191111	702468-858	6077392-829	D		SCMS
SSM190844	702523-322	6077986-366	D		SCMS
SSM207037	702391-069	6077729-186			SCMS
SSM207293	702439-306	6077605-477			SCMS
SSM207296	702356-694	6077395-515			SCMS
SSM207041	702403-165	6077395-515			SCMS
DATE OF SCMS COORDINATES: 29 / 02 / 2021					
COMBINED SCALE FACTOR: 0.999985					
MGA DATUM: GDA 2020					
MGA ZONE: 55					

CONTROL MARK CONNECTIONS			
CONTROL MARKS	TO	BY ME	BY SCMS
SSM190844	SSM191111	190°50'50"	199-095
SSM191111	SSM207041	271°51'40"	82-74
SSM207041	SSM207296	343°11'40"	160-74
SSM207296	SSM207037	10°49'30"	183-05
SSM207037	SSM207293	158°41'50"	132-785
SSM207293	SSM190844	101°30'50"	85-74

7.0 WIDE

- NOTES:
- (C) DENOTES RESTRICTION ON THE USE OF LAND
 - (E) DENOTES EASEMENT FOR MULT-PURPOSE ELECTRICAL INSTALLATION 2 WIDE
 - (F) DENOTES EASEMENT FOR UNDERGROUND ELECTRICAL INSTALLATION 2 WIDE
 - (TUU) EASEMENT FOR ACCESS OVER TRACK IN USE (DP1263951)
 - (TUZ) EASEMENT FOR ACCESS OVER TRACK IN USE (DP1266000)
 - (EL) EASEMENT FOR MULT-PURPOSE ELECTRICAL INSTALLATION (DP1263951)

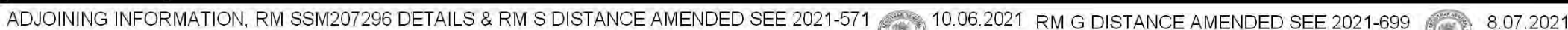
Surveyor: DAVID AMBROSE STONE
Date of Survey: 25/02/2021
Surveyor's Ref: 203074.NH255B

PLAN OF SUBDIVISION OF LOT 340 IN DP 1259563,
AND LOT 533 IN DP 1263951

LGA: QUEANBEYAN-PALERANG REGIONAL
Locality: GOOGONG
Subdivision No: SC.2021.1003

Registered
19/05/2021

DP1263952



PLAN FORM 6_E (2020)		DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 6 sheet(s)
Registered:  19/05/2021		Office Use Only	
Title System: TORRENS		Office Use Only	
PLAN OF SUBDIVISION OF LOT 340 IN DP1259563 AND LOT 533 IN DP1263951		DP1263952	
PLAN OF SUBDIVISION OF LOT 340 IN DP1259563 AND LOT 533 IN DP1263951		LGA: QUEANBEYAN-PALERANG REGIONAL Locality: GOOGONG Parish: GOOGONG County: MURRAY	
Survey Certificate I, DAVID AMBROSE STONE of VERIS AUSTRALIA PTY LTD ABN 53 615 735 727 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: (a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on <u>25/02/2021</u> (b) Partial Survey (c) Compilation Datum Line: Type: Urban ☒ Rural ☐ Signature:  Dated: 11-Jan-2021 Surveyor Identification No: 8790 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>		Grown Lands NSW/Western Lands Office Approval +------(Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature:----- Date:----- File Number:----- Office:-----	
		Subdivision Certificate I, <u>Craeme Harlor</u> certify that the provisions of section 6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Registration number: Consent Authority: <u>QUEANBEYAN-PALERANG REGIONAL COUNCIL</u> Date of endorsement: <u>30-03-2021</u> Subdivision Certificate number: <u>SC-2021-1003</u> File number: <u>123-2017</u>	
Plans used in the preparation of survey. DP1259563, DP1234248, DP1246784, DP1240191		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE THE EXTENSION OF WELLSVALE DRIVE, McFARLANE AVENUE, MARY STREET AND HEAZLETT STREET TO THE PUBLIC AS PUBLIC ROAD. IT IS INTENDED TO DEDICATE LOT 565 TO THE PUBLIC AS A PUBLIC RESERVE.	
Surveyor's Reference: 203074.NH2S5B		Signatures, Seals and Section 88B Statements should appear on the following sheet(s)	

PLAN FORM 6_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 6 sheet(s)
Registered:  19/05/2021	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 340 IN DP1259563 AND LOT 533 IN DP1263951		DP1263952 This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Subdivision Certificate number: SC 2021.1003 Date of Endorsement: 30-03-2021		
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO; CREATE: 1. RESTRICTION ON THE USE OF LAND 2. EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION VARIABLE WIDTH 7.0 wide 3. EASEMENT FOR UNDERGROUND ELECTRICAL INSTALLATION 2 WIDE 4. EASEMENT FOR DRAINAGE OF SEWAGE 3.5 WIDE 5. EASEMENT FOR DRAINAGE OF WATER 3.5 WIDE RELEASE: 1. EASEMENT FOR ACCESS OVER TRACK (DP1246784) IN USE 2. EASEMENT FOR ACCESS OVER TRACK (DP1266000) IN USE If space is insufficient use additional annexure sheet Surveyor's Reference: 203074.NH2S5B dt		

PLAN FORM 6_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 6 sheet(s)

Registered:  19/05/2021 Office Use Only

Office Use Only

DP1263952

PLAN OF SUBDIVISION

OF LOT 340 IN DP1259563 AND LOT 533 IN
DP1263951

Subdivision Certificate number: SC 2021, 1003

Date of Endorsement: 30-03-2021

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

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

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
534		82	Hearne	Street	Googong
535		84	Hearne	Street	Googong
536		5	Heazlett	Street	Googong
537		3	Heazlett	Street	Googong
538		1	Heazlett	Street	Googong
539		6	Mary	Street	Googong
540		10	Mary	Street	Googong
541		12	Mary	Street	Googong
542		14	Mary	Street	Googong
543		16	Mary	Street	Googong
544		18	Mary	Street	Googong
545		20	Mary	Street	Googong
546		22	Mary	Street	Googong
547		19	Mary	Street	Googong
548		17	Mary	Street	Googong

If space is insufficient use additional annexure sheet

Surveyor's Reference: 203074.NH2S5B



PLAN FORM 6_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 6 sheet(s)

Registered:  19/05/2021 PLAN OF SUBDIVISION OF LOT 340 IN DP1259563 AND LOT 533 IN DP1263951 Subdivision Certificate number: SC 2021-1003 Date of Endorsement: 30-03-2021	Office Use Only DP1263952 This sheet is for the provision of the following information as required: - A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> - Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> - Signatures and seals- see 195D <i>Conveyancing Act 1919</i> - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
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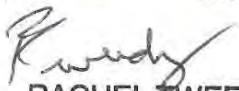
Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
549		15	Mary	Street	Googong
550		13	Mary	Street	Googong
551		11	Mary	Street	Googong
552		9	Mary	Street	Googong
553		7	Mary	Street	Googong
554		3	Mary	Street	Googong
555		8	McFarlane	Avenue	Googong
556		10	McFarlane	Avenue	Googong
557		12	McFarlane	Avenue	Googong
558		14	McFarlane	Avenue	Googong
559		16	McFarlane	Avenue	Googong
560		18	McFarlane	Avenue	Googong
561		20	McFarlane	Avenue	Googong
562		22	McFarlane	Avenue	Googong
563		24	McFarlane	Avenue	Googong

If space is insufficient use additional annexure sheet

Surveyor's Reference: 203074.NH2S5B



PLAN FORM 6_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 5 of 6 sheet(s)																													
Registered:  19/05/2021 PLAN OF SUBDIVISION OF LOT 340 IN DP1259563 AND LOT 533 IN DP1263951 Subdivision Certificate number: SC. 2021 1003 Date of Endorsement: 30-03-2021			Office Use Only DP1263952 This sheet is for the provision of the following information as required: - A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> - Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> - Signatures and seals- see 195D <i>Conveyancing Act 1919</i> - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.																										
<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"><thead><tr><th style="width: 12%;">Lot Number</th><th style="width: 12%;">Sub-Address Number</th><th style="width: 12%;">Address Number</th><th style="width: 20%;">Road Name</th><th style="width: 12%;">Road Type</th><th style="width: 32%;">Locality Name</th></tr></thead><tbody><tr><td>564</td><td></td><td>15</td><td>McFarlane</td><td>Avenue</td><td>Googong</td></tr><tr><td>565</td><td></td><td>35</td><td>McFarlane</td><td>Avenue</td><td>Googong</td></tr><tr><td>566</td><td></td><td>43</td><td>McFarlane</td><td>Avenue</td><td>Googong</td></tr></tbody></table> If space is insufficient use additional annexure sheet						Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name	564		15	McFarlane	Avenue	Googong	565		35	McFarlane	Avenue	Googong	566		43	McFarlane	Avenue	Googong
Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name																								
564		15	McFarlane	Avenue	Googong																								
565		35	McFarlane	Avenue	Googong																								
566		43	McFarlane	Avenue	Googong																								
Surveyor's Reference: 203074.NH2S5B 																													

PLAN FORM 6_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 6 of 6 sheet(s)
 Registered: 19/05/2021	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 340 IN DP1259563 AND LOT 533 IN DP1263951		DP1263952 This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Subdivision Certificate number: SC.2021.1003 Date of Endorsement: 30-03-2021		
Executed for and on behalf of <i>Googong Township Pty Limited</i>		
Under Power of Attorney dated 26-Jun-2017 and registered in New South Wales Book 4728 No 628		
Signature of Attorney :  Name of Attorney : Malcolm Robert Leslie <i>Mitchell William Hugh Alexander</i>		
(By executing this instrument the Attorney states that the Attorney has received no notice of the revocation of the Power of Attorney)		
Signature of Witness :  Name of Witness : <i>Katherine Hurley</i> Address of Witness : <i>Level 3, 64 Allara Street, Canberra ACT 2600</i>		
Executed for and on behalf of <i>National Australia Bank Limited</i>		
Under Power of Attorney dated <i>1 March 2007</i> and registered in New South Wales Book <i>4512</i> No <i>39</i>		
Signature of Attorney :  Name of Attorney : RACHEL TWEEDY Director Corporate Property		
(By executing this instrument the Attorney states that the Attorney has received no notice of the revocation of the Power of Attorney)		
Signature of Witness :  Name of Witness : ANNABEL FEETHAM Associate Corporate Property <i>255 GEORGE ST, SYDNEY</i>		
Surveyor's Reference: 203074.NH2S5B		

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

Lengths are in metres

Sheet 1 of 10

Plan: DP1263952

Plan of Subdivision of Lot 340 in DP 1259563

and Lot 533 in DP 1263951

covered by Subdivision Certificate No. *SC-2021-1003*

Dated *30-03-2021*

Full name and address of proprietors of the land:

Googong Township Pty Limited

ABN 95154514593

Level 3, 64 Allara Street

CANBERRA CITY ACT 2601

Full name and address of mortgagee of the land:

National Australia Bank Limited

ABN 12 004 044 937

Level 13, 100 St Georges Terrace

PERTH WA 6000

PART 1 – CREATION

Number of item shown in the intention panel on the plan:	Identity of easement, restrictive covenant or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Restriction on the use of land	534 – 564, 566	Every other lot
2.	Easement for Multi-Purpose Electrical Installation variable width 7.0w, de	564, lot 3 in DP1256784	Essential Energy ABN 37 428 185 226
3	Easement for Underground Electrical Installation 2 wide	565	Essential Energy ABN 37 428 185 226
4.	Easement for drainage of sewage 3.5 wide	552	553, Queanbeyan-Palerang Regional Council
		551	553, 552, Queanbeyan-Palerang Regional Council
		550	553, 552, 551, Queanbeyan-Palerang Regional Council
		549	553, 552, 551, 550, Queanbeyan-Palerang Regional Council
	continued		

MA

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

Lengths are in metres

Sheet 2 of 10

Plan: DP1263952

Plan of Subdivision of Lot 340 in DP 1259563
 and Lot 533 in DP 1263951
 covered by Subdivision Certificate No. *SC-2021-1003*
 Dated *30-03-2021*

	Easement for drainage of sewage 3.5 wide	548	553, 552, 551, 550, 549, Queanbeyan-Palerang Regional Council
		547	553, 552, 551, 550, 549, 548, Queanbeyan-Palerang Regional Council
		537	538, Queanbeyan-Palerang Regional Council
		536	538, 537, Queanbeyan-Palerang Regional Council
5.	Easement for drainage of water 3.5 wide	552	553, Queanbeyan-Palerang Regional Council
		551	553, 552, Queanbeyan-Palerang Regional Council
		550	553, 552, 551, Queanbeyan-Palerang Regional Council
		549	553, 552, 551, 550, Queanbeyan-Palerang Regional Council
		548	553, 552, 551, 550, 549, Queanbeyan-Palerang Regional Council

Section 2

MA

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

Lengths are in metres

Sheet 3 of 10

Plan: **DP1263952**

Plan of Subdivision of Lot 340 in DP 1259563
 and Lot 533 in DP 1263951
 covered by Subdivision Certificate No. SC-2021-1003
 Dated 30-3-2021

	continued Easement for drainage of water 3.5 wide	547	553, 552, 551, 550, 549, 548, Queanbeyan- Palarang Regional Council
		537	538, Queanbeyan- Palarang Regional Council
		536	538, 537, Queanbeyan- Palarang Regional Council

PART 1A – RELEASE

Number of item shown in the intention panel on the plan:	Identity of easement, restrictive covenant or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement for access over track in use (DP1246784)	533/1263951	533/1263951, 534/1263951, 3/1246784, 1601/1266000 & 1604/1266000
2.	Easement for access over track in use (DP1266000)	533/1263951	1602/1266000 & 1603/1266000

PART 2 - TERMS

1. Interpretation

1.1 Definitions

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

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

Lengths are in metres

Sheet 4 of 10

Plan: **DP1263952**

Plan of Subdivision of Lot 340 in DP 1259563
and Lot 533 in DP 1263951

covered by Subdivision Certificate No. *SC-2021-1003*

Dated *30-3-2021*

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

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

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

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

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

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

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

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

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

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

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

Plan means the plan to which this Instrument relates.

1.2 References to certain terms

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

- (a) **(reference to anything)** a reference to anything is a reference to the whole or each part of it; and
- (b) **(singular includes plural)** the singular includes the plural and vice versa; and

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

Lengths are in metres

Sheet 5 of 10

Plan: **DP1263952**

Plan of Subdivision of Lot 340 in DP 1259563

and Lot 533 in DP 1263951

covered by Subdivision Certificate No. *SC-2021-1003*

Dated *30-3-2021*

- (c) **(meaning not limited)** the words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

1.3 Headings

Headings do not affect the interpretation of this Instrument.

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

2.1 Design and Construction Requirements

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

2.2 Design Approval and Construction

The Grantor must:

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

MT

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

Lengths are in metres

Sheet 6 of 10

Plan: **DP1263952**

Plan of Subdivision of Lot 340 in DP 1259563

and Lot 533 in DP 1263951

covered by Subdivision Certificate No. *SC-2021-1003*

Dated *30-3-2021*

2.3 Duration of restriction

Clause 2.1 will cease and be of no further force or effect with respect to the Lot Burdened on and from the date the Googong Design Coordinator provides written notice that the Grantor has satisfied the requirements of clause 2.2(b).

3. Terms of Easement for Multi-Purpose Electrical Installation Variable Width numbered 2 on the Plan

The easement is granted on the terms contained in Part C of the Memorandum registered AG189384.

4. Terms of Easement for Underground Electrical Installation 2 m Wide numbered 3 on the Plan

The easement is granted on the terms contained in Part B of the Memorandum registered AG189384.

AA

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

Lengths are in metres

7 10 11
Sheet 8 of 9

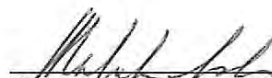
Plan: **DP1263952**

Plan of Subdivision of Lot 340 in DP 1259563
and Lot 533 in DP 1263951

covered by Subdivision Certificate N° SC-2021-1003

Dated 30-3-2021

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



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

Malcolm Robert Leslie

Full name of attorney



Signature of witness



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

Mitchell William Hugh Alexander

Full name of attorney

Andrew Tallarita

Full name of witness

*L3 64 Allara St
Canberra ACT 2600*

Address of witness

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

Lengths are in metres

Sheet ⁸ of ¹⁰ ~~7~~ ¹⁴

Plan: **DP1263952**

Plan of Subdivision of Lot 340 in DP 1259563
and Lot 533 in DP 1263951

covered by Subdivision Certificate N^o. SC-2021-1003

Dated 30-03-2021

Signed, sealed and delivered for and on behalf
of **National Australia Bank Limited** by its
Attorney registered in New South Wales
with book 4512 No.39

Who holds the position of Level 2 Attorney under
Power of Attorney dated 1 March 2007 in the
presence of:

Signature of witness

Full name of witness

JING LIU

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

Full name of attorney

Rachelle Lewis

Address of witness

100 St Georges Terrace Perth WA 6000

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

Lengths are in metres

Sheet 9 of 10

Plan: **DP1263952**

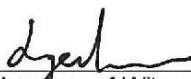
Plan of Subdivision of Lot 340 in DP 1259563

and Lot 533 in DP 1263951

covered by Subdivision Certificate No. *SC-2021-1003*

Dated *30-03-2021*

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



Signature of Witness



Signature of Authorised Officer

Luke Perkins

Name of Witness in full

Graeme Harlor

Name of Authorised Officer

256 Crawford Street Queanbeyan

Address of Witness

Service Manager - Development

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

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

Lengths are in metres

Sheet ¹⁰ 9 of 9 ¹⁰ ¹⁰ ¹⁰ ¹⁰

Plan: **DP1263952**

Plan of Subdivision of Lot 340 in DP 1259563
and Lot 533 in DP 1263951

covered by Subdivision Certificate N^o SC-2021-1003
Dated 30-03-2021

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



Signature of witness



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

MELINDA WHITE

Full Name of witness

MARTIN ENGLISH
HEAD OF LEGAL

(Print) Full Name and title of attorney

8 BULLER STREET
PORT MACQUARIE

Address of witness

Section 2

REGISTERED



19/05/2021

Strata Schemes Management Regulation 2016

Current version for 26 June 2026 to date (accessed 8 September 2026 at 12:45)

Schedule 3

Schedule 3 Model by-laws for residential strata schemes

(Clause 37)

Note.

These by-laws do not apply to a strata scheme unless they are adopted by the owners corporation for the strata scheme or lodged with the strata plan.

1 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

2 Changes to common property

- (1) An owner or person authorised by an owner may install, without the consent of the owners corporation—
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.
- (2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) The owner of a lot must—
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that

services the lot, and

- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

3 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation—

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

4 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

5 Keeping of animals

Note.

Select option A or B. If no option is selected, option A will apply.

Option A

- (1) An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners corporation written notice that it is being kept on the lot.
- (2) The notice must be given not later than 14 days after the animal commences to be kept on the lot.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must—
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

Option B

- (1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.

- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must—
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.
- (4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the [Disability Discrimination Act 1992](#) of the Commonwealth.

6 Noise

An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, must not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

7 Behaviour of owners, occupiers and invitees

- (1) An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
- (2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier—
 - (a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and
 - (b) without limiting paragraph (a), that invitees comply with clause (1).

8 Children playing on common property

- (1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.
- (2) An owner or occupier of a lot must not permit any child for whom the owner or

occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

9 Smoke penetration

Note.

Select option A or B. If no option is selected, option A will apply.

Option A

- (1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

Option B

- (1) An owner or occupier of a lot, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property, except—
 - (a) in an area designated as a smoking area by the owners corporation, or
 - (b) with the written approval of the owners corporation.
- (2) A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.
- (3) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

10 Preservation of fire safety

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

11 Storage of inflammable liquids and other substances and materials

- (1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other

material in a fuel tank of a motor vehicle or internal combustion engine.

12 Appearance of lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

13 Cleaning windows and doors

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

14 Hanging out of washing

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.

- (3) In this by-law—

washing includes any clothing, towel, bedding or other article of a similar type.

15 Disposal of waste—bins for individual lots [applicable where individual lots have bins]

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must—
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and

- (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.
- (5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
- (6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.
- (7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
- (8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (9) In this by-law—
 - bin** includes any receptacle for waste.
 - waste** includes garbage and recyclable material.

16 Disposal of waste—shared bins [applicable where bins are shared by lots]

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must—
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) The owners corporation may give directions for the purposes of this by-law by posting

signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

(5) In this by-law—

bin includes any receptacle for waste.

waste includes garbage and recyclable material.

17 Change in use or occupation of lot to be notified

- (1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
- (2) Without limiting clause (1), the following changes of use must be notified—
 - (a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),
 - (b) a change to the use of a lot for short-term or holiday letting.
- (3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

18 Compliance with planning and other requirements

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

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.2026.1915
Your Reference: 693

ecertificates@infotrack.com.au

Subject Land:

Property Number:	358561
Property Address:	33 McFarlane Avenue GOOGONG NSW 2620
Legal Description:	Lot 107 SP 107331

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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ABN 95 933 070 982

1.1.3 Development Control Plan

Lot 107 SP 107331

Googong Development Control Plan 2010

www.gprc.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 107 SP 107331 **No.**

2. Zoning and land use under relevant LEPs

2.1. Identity of the zone:

Lot 107 SP 107331

R1 General Residential

2.2 **R1 General Residential - Queanbeyan-Palerang Regional LEP 2022**

1. Objectives of zone

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To ensure development complements the character and amenity of the locality.
- To ensure buildings with non-residential uses have a bulk and scale that is compatible with the zone's predominantly residential character.

2. Permitted without consent

Home businesses; Home occupations.

3. Permitted with consent

Attached dwellings; Backpackers' accommodation; 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; Home-based child care; Home industries; Hostels; Hotel or motel accommodation; Information and education facilities; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Serviced apartments; Shop top housing; Tank-based aquaculture; Veterinary hospitals; Water supply systems.

4. Prohibited

Any 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 107 SP 107331

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 107 SP 107331

Lot 107 SP 107331

This land is also subject to Clause 7.25 Development on certain land at Braidwood, Bungendore and Googong.

R1 - General Residential

The minimum lot size for the erection of a dwelling house is 330 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 107 SP 107331

No.

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

Lot 107 SP 107331

No.

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

Lot 107 SP 107331

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 107 SP 107331

Queanbeyan City Council Section 94 Contributions Plan (Googong) 2015.

Lot 107 SP 107331

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 107 SP 107331

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 107 SP 107331

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 R1 General Residential Lot 107 SP 107331	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	Yes
Part 3D Inland Code	Not Applicable
Part 4 Housing Alterations Code	Yes
Part 4A General Development Code	Yes
Part 5 Industrial and Business Alterations Code	Yes
Part 5A Industrial and Business Buildings Code	Not Applicable
Part 5B Container Recycling Facilities Code	Not Applicable
Part 6 Subdivisions Code	Yes
Part 7 Demolition Code	Yes
Part 8 Fire Safety Code	Yes
Part 9 Agritourism and Farm Stay Accommodation Code	Not Applicable

*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.

NOTE: If the Greenfield Housing Code applies, please note that it only applies to land within the 'Greenfield Housing Code Area' as defined in Section 1.5 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. Also note that the land within the 'Greenfield Housing Code Area' may still be subject to general exclusions from complying development provided for in the code.

- 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 R1 General Residential Lot 107 SP 107331	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 107 SP 107331

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 107 SP 107331 **Yes.**

5.1.2. Division 2 Advertising and Signage Exempt Development Code

Lot 107 SP 107331 **Yes.**

5.1.3. Division 3 Temporary Uses and Structures Exempt Development Code

Lot 107 SP 107331 **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 107 SP 107331 **Not applicable.**

5.2.2. Division 2 Advertising and Signage Exempt Development Code

Lot 107 SP 107331 **Not applicable.**

5.2.3. Division 3 Temporary Uses and Structures Exempt Development Code

Lot 107 SP 107331 **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 107 SP 107331 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 107 SP 107331 No.

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

Lot 107 SP 107331 No.

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

Lot 107 SP 107331 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 107 SP 107331 **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 107 SP 107331 **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 107 SP 107331

Site Audit Statement No. 357 dated 30 October 2020 prepared by Rod Harwood (Harwood Environmental Consultants) advises that Googong Neighbourhood 2 (Stage 5A and 5B) Lot 46 DP 1234284 and Part Lot 2 DP 1246784 is suitable for the following:

1. Residential with accessible soil, including garden (minimal home-grown produce contributing less than 10% fruit and vegetable intake), excluding poultry;
2. Day care centre, preschool, primary school;
3. Residential with minimal opportunity for soil access, including units;
4. Secondary school;
5. Park, recreational open space, playing field;
6. Commercial/industrial.

10.4. Salinity:

Lot 107 SP 107331

No.

10.5. Highly erodible soils:

Lot 107 SP 107331

No.

10.6. Slopes over 18 degrees:

Lot 107 SP 107331

No.

10.7. Aircraft noise:

Lot 107 SP 107331

No.

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

10.8. Land near Cooma Road Quarry:

Lot 107 SP 107331

No.

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

Lot 107 SP 107331

No.

11. Bushfire prone land

Is the land bushfire prone?

Lot 107 SP 107331

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 107 SP 107331 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 107 SP 107331 No.

17. Biodiversity certified land

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

Lot 107 SP 107331 **No.**

18. Orders under *Trees (Disputes Between Neighbours) Act 2006*

Whether Council has been notified whether an order has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

No.

19. Annual charges under *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works

In relation to a coastal council—whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Not applicable.

20. Western Sydney Aerotropolis

For land to which *State Environmental Planning Policy (Precincts-Western Parkland City) 2021* applies, whether the land is:

- 20.1. in an ANEF or ANEC contour of 20 or greater as referred to in that Chapter, section 4.17, or
- 20.2. shown on the Lighting Intensity and Wind Shear Map, or
- 20.3. shown on the Obstacle Limitation Surface Map, or
- 20.4. in the “public safety area” on the Public Safety Area Map, or
- 20.5. in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

Not applicable.

21. Development consent for seniors housing

If *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies to the land, are there any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2)? Section 88(2) restricts who may occupy seniors housing accommodation.

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

Not applicable.

22. Site compatibility certificates and conditions for affordable rental housing

- 22.1. Whether there is a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land:

former site compatibility certificate means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

No.

- 22.2. If *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land, are there any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1)? Section 21(1) or 40(1) specify certain conditions to be met for a period of at least 15 years commencing on the day an occupation certificate is issued.

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

Not applicable.

- 22.3. Are there any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1)? Section 17(1) or 38(1) specify certain conditions to be met for a period of at least 10 years commencing on the day an occupation certificate is issued.

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

Not applicable.

23. Water or sewerage services

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

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

Not applicable.

24. Special entertainment precincts

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

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

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

No.

25. Interim development in future infrastructure corridors

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

Not applicable.

Matters prescribed by section 59(2) Contaminated Land Management Act 1997

- (a) Whether there is land to which a certificate relates regarding significantly contaminated land within the meaning of that Act.

Lot 107 SP 107331 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 107 SP 107331 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 107 SP 107331 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 107 SP 107331 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 107 SP 107331 Yes. This land is subject to a Site Audit Statement.
Refer to Clause 10 of this certificate.**

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

Googong recycled water supply:

This land has connections to potable and recycled water schemes. Recycled water is provided for toilet flushing and outdoor use (excluding filling of pools and spas). Recycled water is treated to a high standard and there is a low risk of any negative health effects from approved uses. Potable (drinking) water is provided for all other uses. Property owners are advised that annual access charges and usage fees are levied to fund the operation and maintenance of the recycled water scheme. Similar charges are applied for the potable water scheme.

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

09 September 2026

QUEANBEYAN-PALERANG REGIONAL COUNCIL SEWER SERVICE DIAGRAM

Infotrack
ecertificates@infotrack.com.au

Subject Land:

Certificate Number:	ENG.2026.1667
Property Address:	33 McFarlane Avenue GOOGONG NSW 2620
Legal Description:	Lot 107 SP 107331

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

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

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

Yours Faithfully,

Ruth Ormella

Director, Development and Environment
Queanbeyan-Palerang Regional Council

Compiled by: AL

Signature:



23 September 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

REGULATED DESIGN RECORD			
PROJECT ADDRESS IS: 710 ARLANE AVENUE, GORDON, N.S.W.			
PROJECT TITLE: HILL-TAN DEVELOPMENT, LOT 53A, DP 723523 GORDON			
CONSENT NO. DA 3211317		BODY CORPORATE REGD NO. RUP0001179	
DRAWING NO. DA 3211317		DRAWING NO. HYD-004-3601	
DRAWING TITLE: WATERS AND SEEDS			
Rev	Date	Description	DP Full Name
A	18/01/2022	FOR CONSTRUCTION OF SEWER	Reg No.
B	01/12/2023	FOR CONSTRUCTION OF SEWER	
C	01/12/2023	FOR CONSTRUCTION OF SEWER	
D	13/09/2023	WORK AS EXECUTED	

[illegible]

SANITARY		8 1/2" x 4" PROBABLE SIZE	
PICTURE NO.		APPROXIMATE	
1	WC	25	25
2	B.T.	25	25
3	SHR	25	25
4	SHR	25	25
5	KS	25	25
6	KS	25	25
TOTALS		150	150

RISER TAG

TO ABOVE OR FROM ABOVE

PIPE SIZE

PIPE DIA

TO BELOW OR FROM BELOW

RISER TAG

SYSTEM

PHASE

PARTIAL

CONCENT

WPC LESS GALS.

[illegible]

DO NOT SCALE OR DIMENSIONS. VERIFY ALL DIMENSIONS ON SITE PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.		DATE	
D	WORK AS EXECUTED	13.09.23	DM
C	FOR CONSTRUCTION CERTIFICATE	10.12.22	JM
B	FOR CONSTRUCTION CERTIFICATE	10.12.22	LH
A	FOR CONSTRUCTION	07.07.22	LH
7	FOR APPROVAL	09.05.72	LH
1	FOR TENDER REVIEW	15.12.21	JIS
HOW	Description		

[illegible]

STANDARD FLOW (L/s)					
	1	2	3	4	5
1	912	1	228	2	456
2	1824	2	456	3	684
3	2736	3	684	4	912
4	3648	4	912	5	1140
5	4560	5	1140	6	1368
6	5472	6	1368	7	1596
7	6384	7	1596	8	1824
8	7296	8	1824	9	2052
9	8208	9	2052	10	2280
10	9120	10	2280	11	2508
11	10032	11	2508	12	2736
12	10944	12	2736	13	2964
13	11856	13	2964	14	3192
14	12768	14	3192	15	3420
15	13680	15	3420	16	3648
16	14592	16	3648	17	3876
17	15504	17	3876	18	4104
18	16416	18	4104	19	4332
19	17328	19	4332	20	4560
20	18240	20	4560	21	4788
21	19152	21	4788	22	5016
22	20064	22	5016	23	5244
23	20976	23	5244	24	5472
24	21888	24	5472	25	5700
25	22800	25	5700	26	5928
26	23712	26	5928	27	6156
27	24624	27	6156	28	6384
28	25536	28	6384	29	6612
29	26448	29	6612	30	6840
30	27360	30	6840	31	7068
31	28272	31	7068	32	7296
32	29184	32	7296	33	7524
33	30096	33	7524	34	7752
34	31008	34	7752	35	7980
35	31920	35	7980	36	8208
36	32832	36	8208	37	8436
37	33744	37	8436	38	8664
38	34656	38	8664	39	8892
39	35568	39	8892	40	9120
40	36480	40	9120	41	9348
41	37392	41	9348	42	9576
42	38304	42	9576	43	9804
43	39216	43	9804	44	10032
44	40128	44	10032	45	10260
45	41040	45	10260	46	10488
46	41952	46	10488	47	10716
47	42864	47	10716	48	10944
48	43776	48	10944	49	11172
49	44688	49	11172	50	11400
50	45600	50	11400	51	11628
51	46512	51	11628	52	11856
52	47424	52	11856	53	12084
53	48336	53	12084	54	12312
54	49248	54	12312	55	12540
55	50160	55	12540	56	12768
56	51072	56	12768	57	12996
57	51984	57	12996	58	13224
58	52896	58	13224	59	13452
59	53808	59	13452	60	13680
60	54720	60	13680	61	13908
61	55632	61	13908	62	14136
62	56544	62	14136	63	14364
63	57456	63	14364	64	14592
64	58368	64	14592	65	14820
65	59280	65	14820		

PIPEWORK MATERIALS SCHEDULE		
MATERIAL	STANDARD	CLASS
PVC-U	AST5200 & AST560	DWV
PVC-U	AST5200 & AST560	DWV
HDPE	AST5130	PN4
HDPE	AST5130	PN4
BRASS	AC 3195	TYPE B

[illegible]

1050

[illegible]

ALL PENETRATIONS THROUGH CONCRETE FLOOR SLAB TO UPPER LEVEL SHALL BE SEALED TO PROVIDE A FIRE RATED JAMB TO A5530

PENETRATIONS THROUGH FIRE RATED WALLS SHALL BE SEALED TO PROVIDE FIRE TO A5530

FIRE HYDRANTS AND FIRE HOSE REELS

FIRE HOSE REELS ARE TO BE INSTALLED IN ACCORDANCE WITH 152414

FIRE HYDRANT SERVICE AND FIRE BRIGADE BOOSTER ASSEMBLY TO BE INSTALLED IN ACCORDANCE WITH A52476

CONTRACTOR TO ENSURE THAT ANY VALVE THAT CAN PREVENT FLOW OF WATER TO A FIRE HOSE REEL SHALL BE SECURED AND PADLOCKED IN THE OPEN POSITION

TABLE 1	
PIPE	COMMENTS
INTING	RED CLEANER, BLUE GLUE EXCEPT EXPANSION JOINTS
VENT VILDED	RED CLEANER, BLUE GLUE EXCEPT EXPANSION JOINTS
DOWN VILDED	PM FOR SIZE 1/2" - 1/2" ONLY
DOWN VILDED	PM FOR SIZE 1/2" - 1/2" ONLY
DOWN VILDED	GROUPS PLATED PERMANENT

RED CLEANER, BLUE GLUE DEXPT EXPANSION JOINTS	RED CLEANER, BLUE GLUE DEXPT EXPANSION JOINTS
JOINTS AS PER MANUFACTURER RECOMMENDATIONS	JOINTS AS PER MANUFACTURER RECOMMENDATIONS
DOCL FITTINGS, ALTERNATIVE MATERIAL	DOCL FITTINGS, ALTERNATIVE MATERIAL
ON PRESS FIT SYSTEM EQUAL TO VEGA	ON PRESS FIT SYSTEM EQUAL TO VEGA
OR BRASS FITTING COMP COMPRESSION	OR BRASS FITTING COMP COMPRESSION
ON PRESS FIT SYSTEM EQUAL TO VEGA	ON PRESS FIT SYSTEM EQUAL TO VEGA
ON BRASS FITTING COMP COMPRESSION	ON BRASS FITTING COMP COMPRESSION
ON PRESS FIT SYSTEM EQUAL TO VEGA	ON PRESS FIT SYSTEM EQUAL TO VEGA
DOCL FITTINGS, ALTERNATIVE MATERIAL	DOCL FITTINGS, ALTERNATIVE MATERIAL
JOINING OF PPS AND ASSOCIATED FITTINGS TO BE IN ACCORDANCE WITH AS 1032.	JOINING OF PPS AND ASSOCIATED FITTINGS TO BE IN ACCORDANCE WITH AS 1032.
RIGID JOINTS, NOT OFFERED GALVANIZED	RIGID JOINTS, NOT OFFERED GALVANIZED
SOLVENT WELD TO 45-45-45 DEGREE NOT DIPPED GALVANIZED AFTER FABRICATION	SOLVENT WELD TO 45-45-45 DEGREE NOT DIPPED GALVANIZED AFTER FABRICATION
WELDING TO 45-45-45 DEGREE NOT DIPPED GALVANIZED AFTER FABRICATION	WELDING TO 45-45-45 DEGREE NOT DIPPED GALVANIZED AFTER FABRICATION
USED 4 FLANGED	USED 4 FLANGED

[illegible]

20 DROUGHS WILL BE IN ACCORDANCE WITH AEPD AND ACTS A PLUMBING NOTE 21

21. TUBES SHALL BE INSTALLED TO REDUCE MECHANICAL PLANT WASTE IN LOCATION
END OF THE PLANT WASTE OUTLET. THESE MUST BE IN LINE WITH THE
TOP OF THE DISCHARGE PIPE TO THE TUNNELS AND THEY MUST BE LOCATED
ACCESSIBLE POSITION.

HEALTH AND SAFETY

THE MAIN CONTRACTOR AND ALL SUB-CONTRACTORS SHALL COMPLY WITH
THE RELEVANT HEALTH AND SAFETY LEGISLATION, STANDARDS, RULES, REGULATIONS,
AUSTRALIAN STANDARDS AND OTHER RELEVANT REGISTRATION.

AND OTHER ACTION ON SAFETY LEGISLATION IS AVAILABLE FROM THE HEALTH AND SAFETY EXECUTIVE OFFICER NOMINATED FOR THE PROJECT.

3. THE MAIN CONTRACTOR AND ALL SUB-CONTRACTORS SHALL CONSIDER THE HAZARDS OF WORKS UNDERGROUNDS THAT MAY BE A THREAT TO THE HEALTH AND SAFETY OF CONSTRUCTION WORKERS. IF POSSIBLE, AVOID THE RISK COMPLETELY. IF NOT, ADVISE THE SITE MANAGEMENT FOR INCLUSION IN THE HEALTH AND SAFETY PLAN.

4. THE MAIN CONTRACTOR AND ALL SUB-CONTRACTORS SHALL CARRY OUT RISK ASSESSMENTS FOR ALL OF THEIR ACTIVITIES AND WHERE NECESSARY INTRODUCE SUITABLE CONTROL MEASURES, OR PROVIDE PROTECTIVE CLOTHING AND EQUIPMENT. RISK ASSESSMENT IS MUST BE PROVIDED TO THE SITE MANAGEMENT FOR INSPECTION.

GAS SUPPLY

7. GAS SUPPLY TO BE INSTALLED IN ACCORDANCE WITH ASHRAE

SEWAGE	
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WORK AS EXECUTED				
Original Size	A 1	Drawn By	JS	Drafting Office
Date Plotted	13-Sep-23	Designed by	JS	Design Office
Coordinate System	STROMLO GRID	Approved	CRS	Approved By
Height Datum	AHD	Approved Signature		

FOR INFORMATION IN THIS HYDRAULIC LOG, PLEASE
 PROVIDE THE FOLLOWING INFORMATION ON THE SUPPLY
 INNOVATION. PLEASE CONTACT OUR OFFICE.

[illegible]

17. PAN ORSTERS SHALL BE PROVIDED WITH CHROME PLATED ISOLATION VALVES.
18. WHERE WATER PIPES ARE IN CONTACT WITH DISSIPULAR METALS, THE RETICLS SHALL BE COATED WITH AN ANTI CORROSION COATING. THE COATING SHALL BE 400µm ABOVE FINISHED SURFACE. TEST AND SHALL BE 25µm IN SIZE AND FITTED WITH ANTI-VIBRANT TAPS AND APPROVED VACUUM BREAKERS. UNLESS NOTED OTHERWISE.
19. ALL PIPE WORK SHALL BE CRITICAL. WHERE PIPE WORK IS EXPOSED IT SHALL BE CHROME PLATED.
20. PIPE SUPPORTS SHALL BE INSTALLED PROGRESSIVELY AS PIPES ARE INSTALLED. SUPPORT SYSTEM SHALL BE DESIGNED FOR SAFETY AND COMPLEY SUPPORT.

71. ALL OPEN-ENDED VALVES AND VALVE TRIM ASSEMBLIES ON INDIVIDUAL AUTOMATICALLY OPERATED WATER MAINS SHALL BE 1 1/2" NPT.

WATER RETE USE

1. WHERE THE WATER MAIN IS CAPTURED RAIN WATER IS TO BE USED AS A TESTABLE DOUBLE CHECK VALVE MUST BE INSTALLED AT THE PROPERTY BOUNDARY. ALSO, A NON-TESTABLE DOUBLE CHECK VALVE IS TO BE INSTALLED ON THE DOMESTIC WATER SUPPLY PIPE FOR TANK TOP-UP.

PROPOSED MULTI UNIT DEVELOPMENT
 LOT 584- DP 7263952 15 MCFARLANE AVE GUDONG, NSW
 Drawing Title: **NOTES AND LEGEND**

Project Number	Type	Disphase	Drawing Number	Level	Series	No
210250	DRG	HYD	000	10	01	

REGULATED DESIGN RECORD
PROJECT ADDRESS: 15 MC FARLANE AVENUE, GOOGONG NSW
PROJECT TITLE: MULTI-UNIT DEVELOPMENT LOT 564 DP 12295 GOOGONG
CONSIST NO: DA 2021/247
DRAWING NO: HYD-000-2801/49

Rev	Date	Description
B	18.07.2022	FOR CONSTRUCTION CERTIFICATE
C	18.07.2022	FOR CONSTRUCTION CERTIFICATE
D	18.07.2022	WORK AS EXECUTED

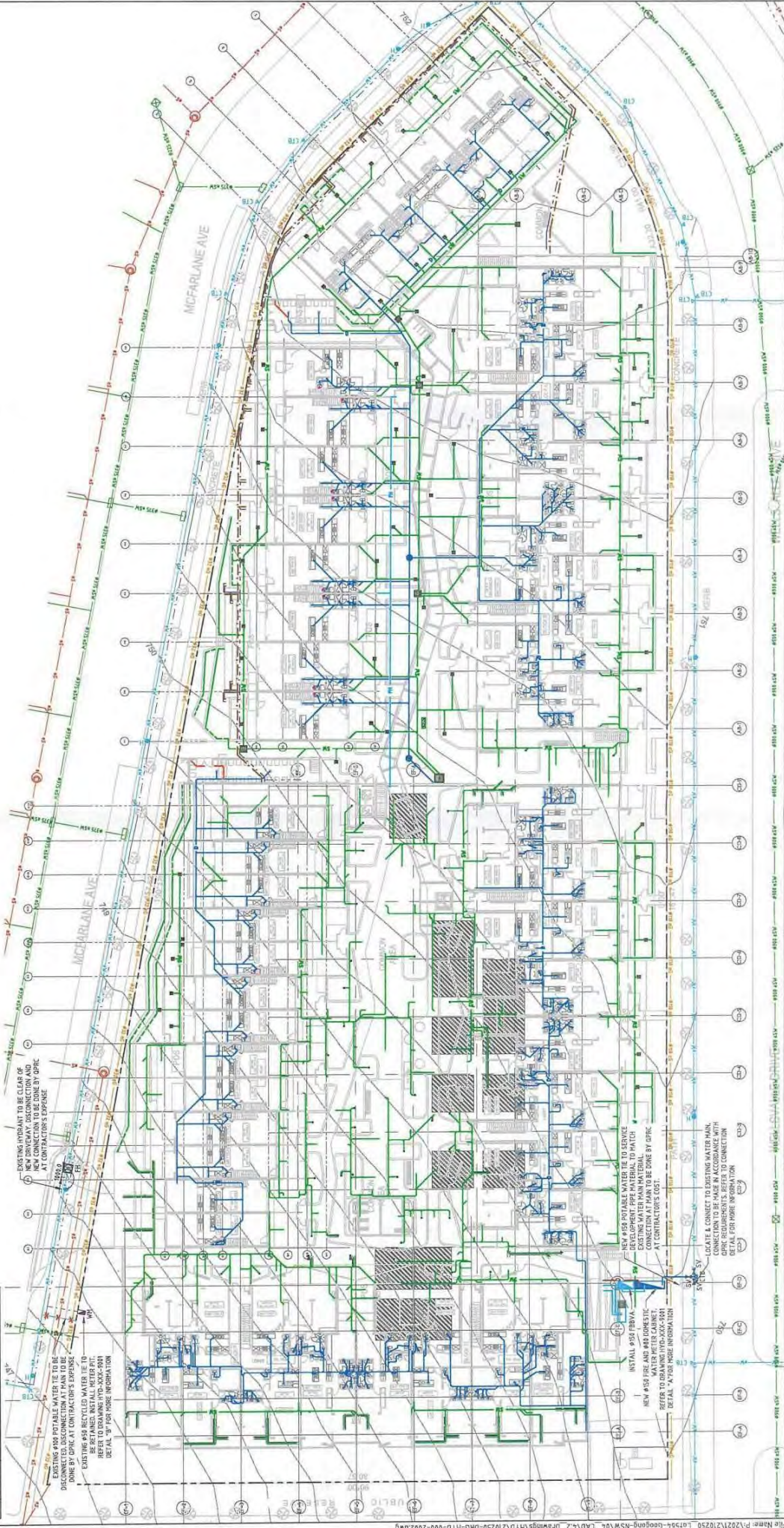
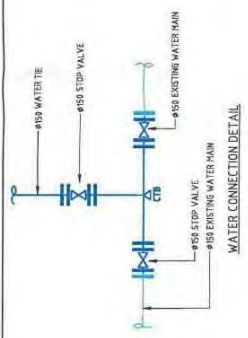
IMPLEMENTED IN THIS HYDRAULIC DESIGN
FOR FURTHER INFORMATION ON THE SELLER'S
INNOVATION, PLEASE CONTACT OUR OFFICE.



Rev		Description	Date	Drawn By	Check By	Scale	North	Client Logo	Status	WORK AS EXECUTED				Project Name and Location			
D		FOR CONSTRUCTION CERTIFICATE	13.07.22	DM						Original Size	A1	Drawn By	JS	PROPOSED MULTI UNIT DEVELOPMENT	LOT 564-DP 12295, 15 MC FARLANE AVE, GOOGONG, NSW		
C		FOR CONSTRUCTION CERTIFICATE	18.07.22	UH						DATE OF CONSTRUCTION	13-Sep-23	Designed By	JS	SITE PLAN - BASEMENT			
B		FOR CONSTRUCTION	07.07.22	UH						Coordinate System	STROMLO GRID	Approved	CRS				
A		FOR APPROVAL	18.05.22	UH						Height		Approved Date					
2		FOR APPROVAL	09.05.22	UH						Project Number	210250	Type	DRG				
1		FOR TENDER REVIEW	18.12.21	JS						Discipline	HYD	Level	000				
										Revision Number	000	Series	01				
										Drawn By		Check By					

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REGULATED DESIGN RECORD		
PROJECT ADDRESS IS McFARLANE AVENUE GOSFORD NSW		
PROJECT TITLE MULTI-UNIT DEVELOPMENT LOT 501-502 McFARLANE AVENUE GOSFORD NSW		
DRAWING NO. 210250-DRG-HYD-000-2002.DWG		
DRAWING TITLE SITE PLAN - GROUND		
Rev	Date	Description
B	14.07.2022	FOR CONSTRUCTION CERTIFICATE
D	15.12.2022	FOR CONSTRUCTION CERTIFICATE
D	15.09.2023	WORK AS EXECUTED



Project Name and Location
PROPOSED MULTI-UNIT DEVELOPMENT
LOT 501-502 McFARLANE AVENUE GOSFORD, NSW

Discipline
HYD

Project Number
210250

Revision
000 20 02 D

Original
A1

Drawn By
JS

Checked By
JS

Design Date
13-Sep-23

Approved By
CRS

Approved Signature
AND

Original
A1

Drawn By
JS

Checked By
JS

Design Date
13-Sep-23

Approved By
CRS

Approved Signature
AND

Original
A1

Drawn By
JS

Checked By
JS

Design Date
13-Sep-23

Approved By
CRS

Approved Signature
AND

Client Logo

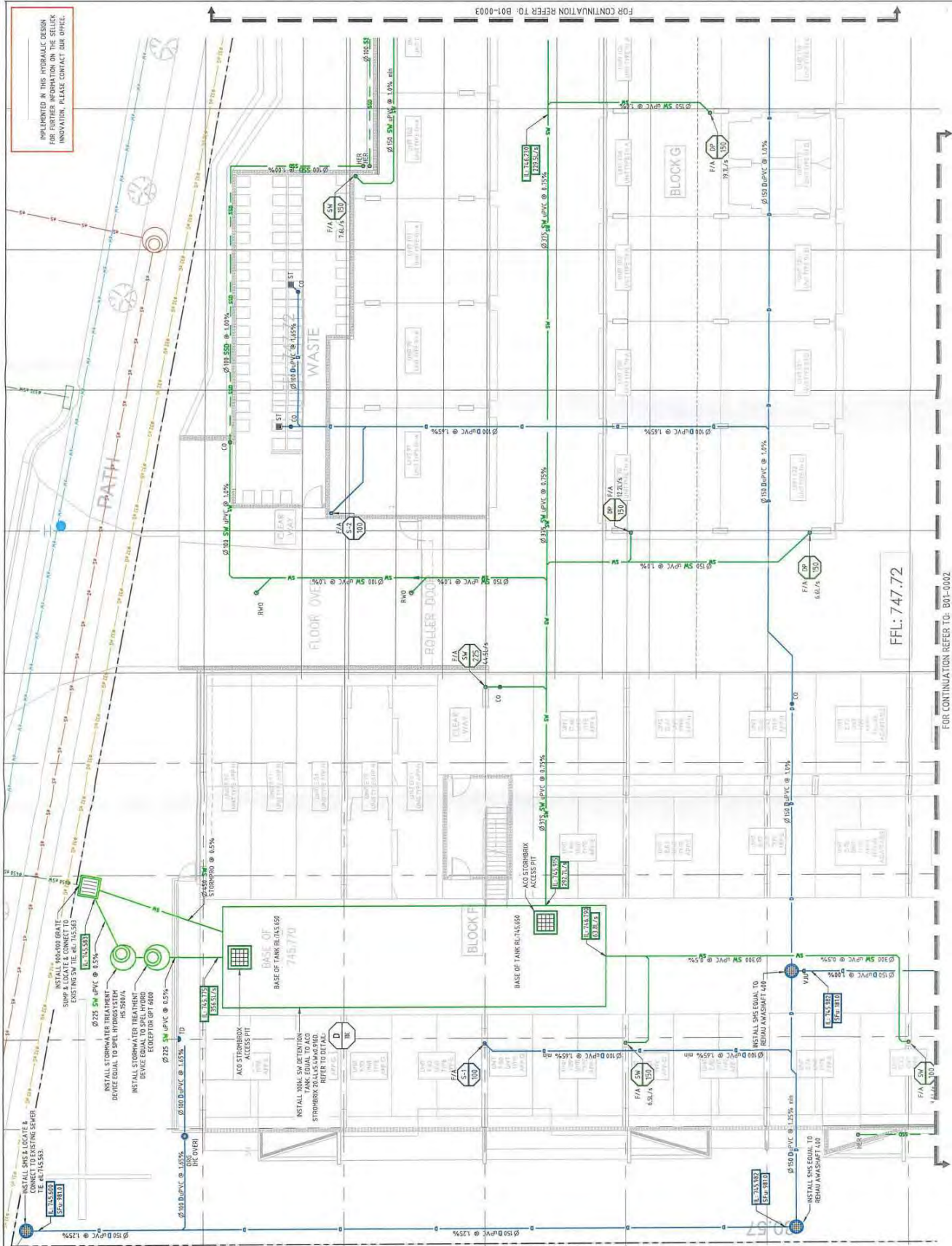
North

Scale
0 5 10 15m
1:250 @ A1 1:500 @ A3

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Rev	Date	Description
D	13.09.23	WORK AS EXECUTED
D	01.12.22	FOR CONSTRUCTION CERTIFICATE
C	23.11.22	FOR COUNCIL APPROVAL
B	18.07.22	FOR CONSTRUCTION CERTIFICATE
A	07.07.22	FOR CONSTRUCTION
3	18.05.22	FOR APPROVAL
2	09.05.22	FOR APPROVAL

REGULATED DESIGN RECORD		
PROJECT ADDRESS IS MCARLANE AVENUE GOOGONG NSW		
PROJECT TITLE MULTI-UNIT DEVELOPMENT LOT 564 DP 133952 GOOGONG		
CONSENT NO DA 2021047		
DRAWING TITLE DRAINAGE - G/A		
DRAWING NO. 1101-B01-0001		
Rev	Date	Description
B	18.07.2022	FOR CONSTRUCTION CERTIFICATE
C	01.12.2022	FOR CONSTRUCTION CERTIFICATE
D	13.09.2023	WORK AS EXECUTED



Rev		Description		Date	
1	FOR TENDER REVIEW			16.12.21	JS
2	FOR APPROVAL			09.05.22	LH
3	FOR CONSTRUCTION			07.07.22	LH
B	FOR CONSTRUCTION CERTIFICATE			18.07.22	LH
C	FOR CONSTRUCTION CERTIFICATE			01.12.22	LH
D	WORK AS EXECUTED			13.09.23	DM

Status		Client Logo		North		Scale	
WORK AS EXECUTED							
Original	A1	Drawn By	JS	1:100 @ A1 1:200 @ A3		0 2 3 4 5m	
Date	13-Sep-23	Designed By	JS				
Discipline	STRMLO GRD	Approved	GRS				
Project Number	210250	Approved Date					
Type	DRG	Discipline	HYD				
Drawn Number	B01 00 01						
Rev	D						

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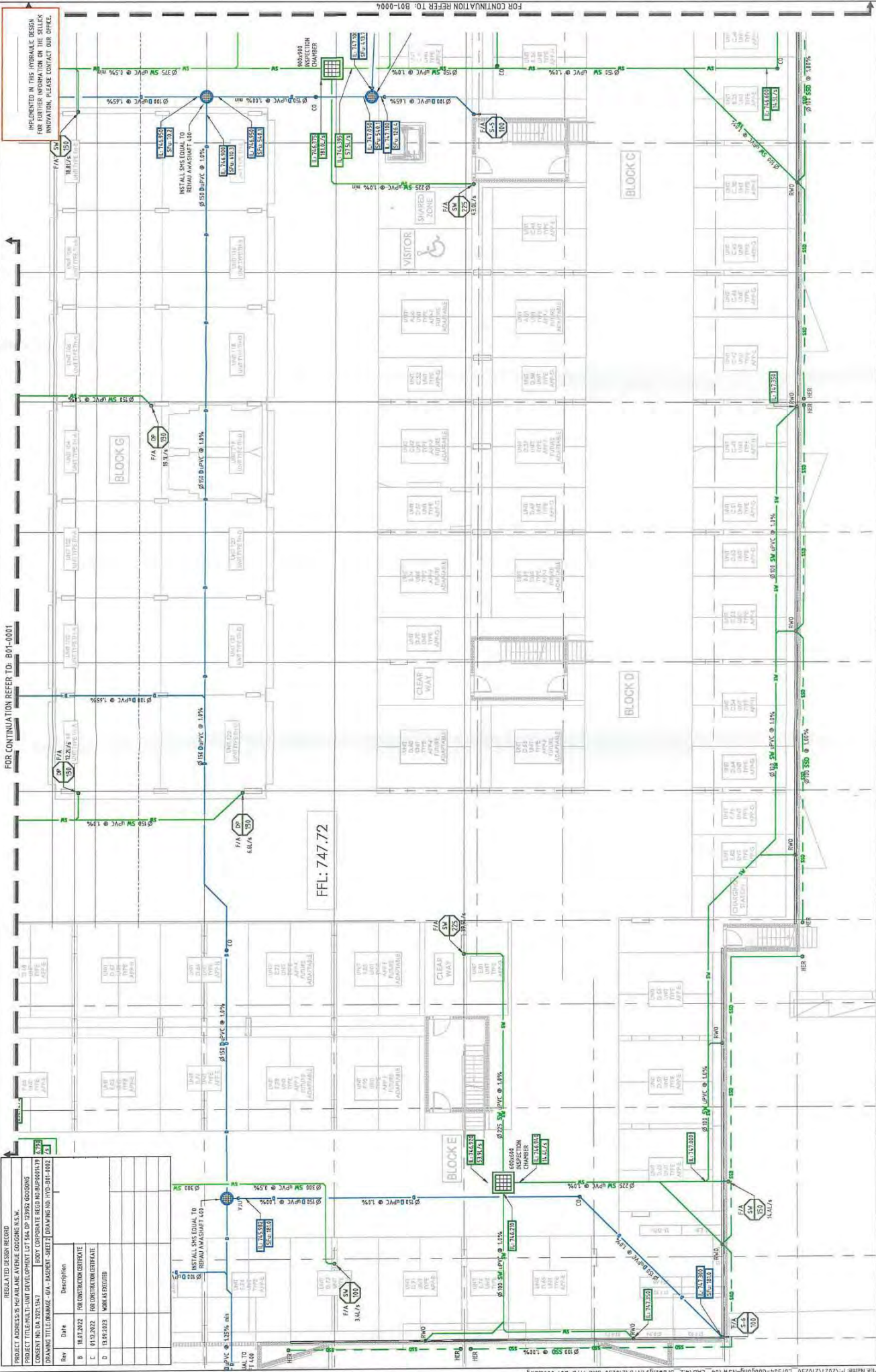
FOR CONTINUATION REFER TO: B01-0002

IMPLEMENTED IN THIS HYDRAULIC DESIGN
FOR CONSTRUCTION CERTIFICATE
INNOVATING. PLEASE CONTACT OUR OFFICE.

FOR CONTINUATION REFER TO: B01-0003

FILE NAME: P:\2021\210250_Lot564-Googong-NSW\04_CAD\2_Drawings\HYD\210250-DRG-HYD-B01-0001.dwg

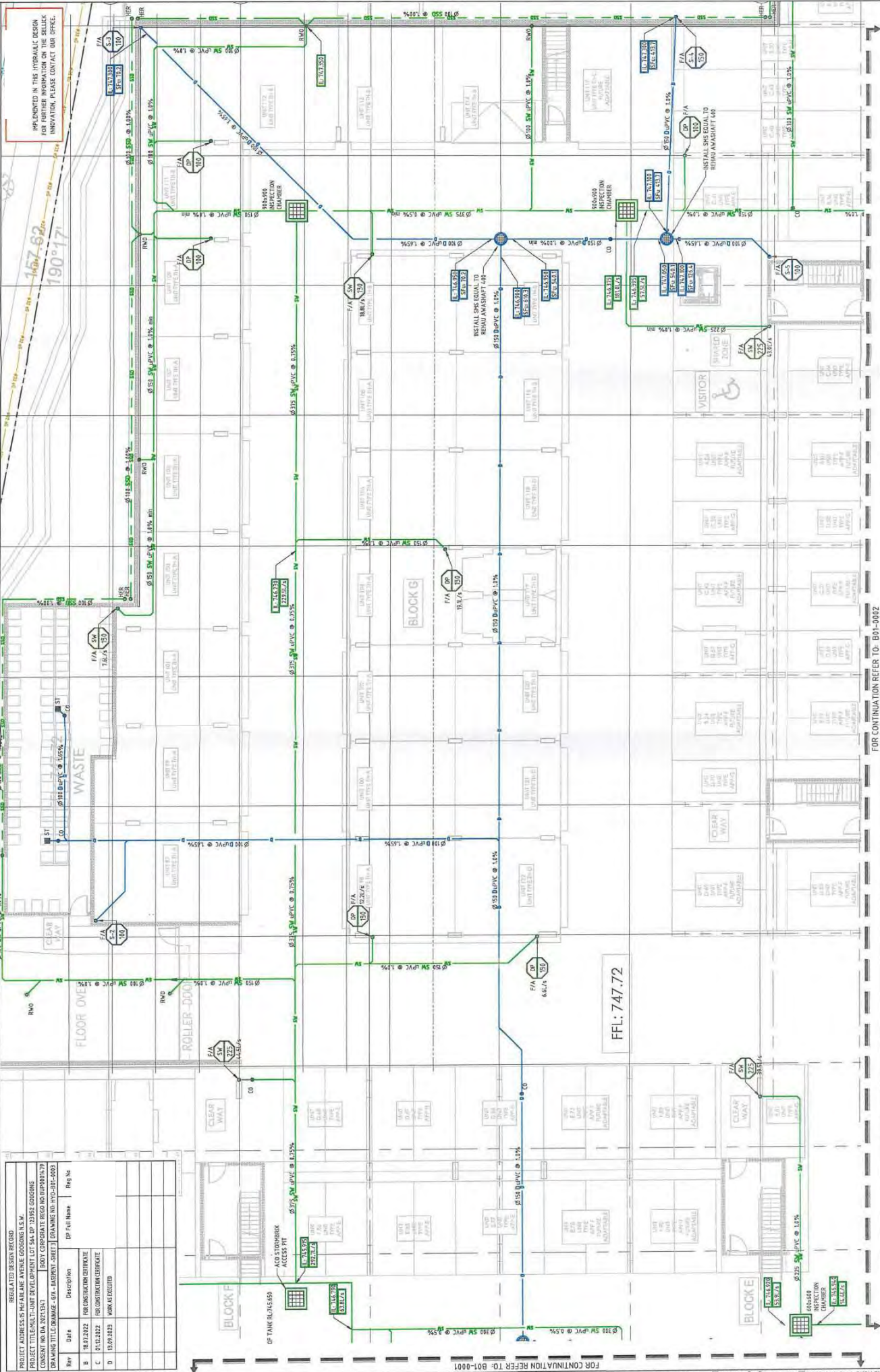
FOR CONTINUATION REFER TO: B01-0001



REGULATED DESIGN RECORD		
PROJECT ADDRESS: 561-563 KARLA AVENUE, GOSFORD, NSW		
PROJECT TITLE: MULTI-UNIT DEVELOPMENT LOT 561-563 KARLA AVENUE, GOSFORD, NSW		
CONSENT NO: 2021/561-563 KARLA AVENUE, GOSFORD, NSW		
DRAWING TITLE: DRAINAGE - G.A. BASEMENT - SHEET 02		
Rev	Date	Description
B	18.03.2022	FOR CONSTRUCTION CERTIFICATE
C	17.12.2022	FOR CONSTRUCTION CERTIFICATE
D	15.12.2022	WORK AS EXECUTED

WORK AS EXECUTED		Project Name and Location	
Original	Drawn By	PROPOSED MULTI-UNIT DEVELOPMENT	
Revised	Designed By	LOT 561-563 KARLA AVENUE, GOSFORD, NSW	
As Issued	Approved By	DRAINAGE - G.A. BASEMENT - SHEET 02	
Coordinate System	Approved Date	210250	
North Arrow	Approved Signature	210250	
Scale	Drawn By	210250	
1:100 @ A1	Designed By	210250	
1:200 @ A3	Approved By	210250	
DO NOT SCALE OFF DRAWINGS. VERIFY ALL DIMENSIONS ON SITE PRIOR TO WORK.		210250	
Copyright © 2022. All rights reserved. Use or copy of this document in whole or in part without written permission constitutes an infringement of copyright.		210250	
Drawn By		210250	
Date		210250	
Description		210250	
Rev		210250	
D		210250	
C		210250	
B		210250	
A		210250	
3		210250	
2		210250	
1		210250	

REGULATED DESIGN RECORD			
PROJECT ADDRESS IS MCARLANE AVENUE, GOOGONG NSW			
PROJECT TITLE: MULTI-UNIT DEVELOPMENT LOT 54, DP 133953 GOOGONG			
CONSENT NO: DA 2021/1917			
DRAWING TITLE: DRAINAGE - G.A. BASEMENT - SHEET 03			
DRAWING NO: HYD-B1-0003			
Rev	Date	Description	DP Full Name
B	18.07.2022	FOR CONSTRUCTION CERTIFICATE	
C	01.12.2022	FOR CONSTRUCTION CERTIFICATE	
D	13.01.2023	WORK AS EXECUTED	



File Name: P:\2021\133953\HYD-B1-0003.dwg
Drawing: HYD-B1-0003.dwg
FOR CONTINUATION REFER TO: B01-0001

Project Name and Location
PROPOSED MULTI UNIT DEVELOPMENT
LOT 54-DP 133953, 15 MCARLANE AVE, GOOGONG, NSW

Client Logo

North Arrow

Scale: 1:100 @ A1, 1:200 @ A3

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Rev | Description | Date | Drawn By | Checked By | Approved By

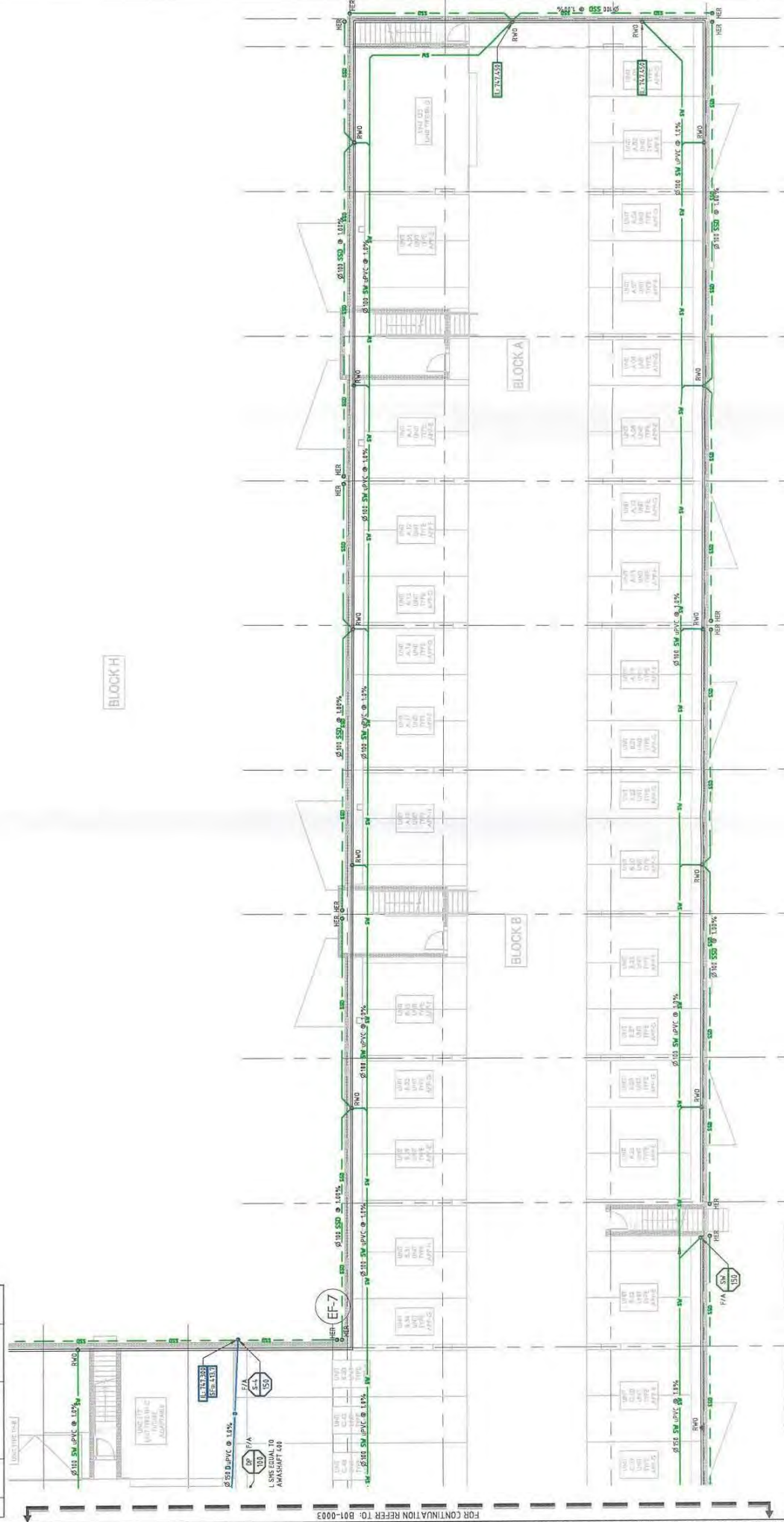
D	WORK AS EXECUTED	13.01.23	DM		
C	FOR CONSTRUCTION - MINOR AMENDMENT	01.12.22	JH		
B	FOR CONSTRUCTION CERTIFICATE	18.07.22	UH		
A	FOR CONSTRUCTION	07.07.22	UH		
3	FOR APPROVAL	18.05.22	UH		
2	FOR APPROVAL	09.05.22	UH		
1	FOR TENDER REVIEW	16.12.21	JS		

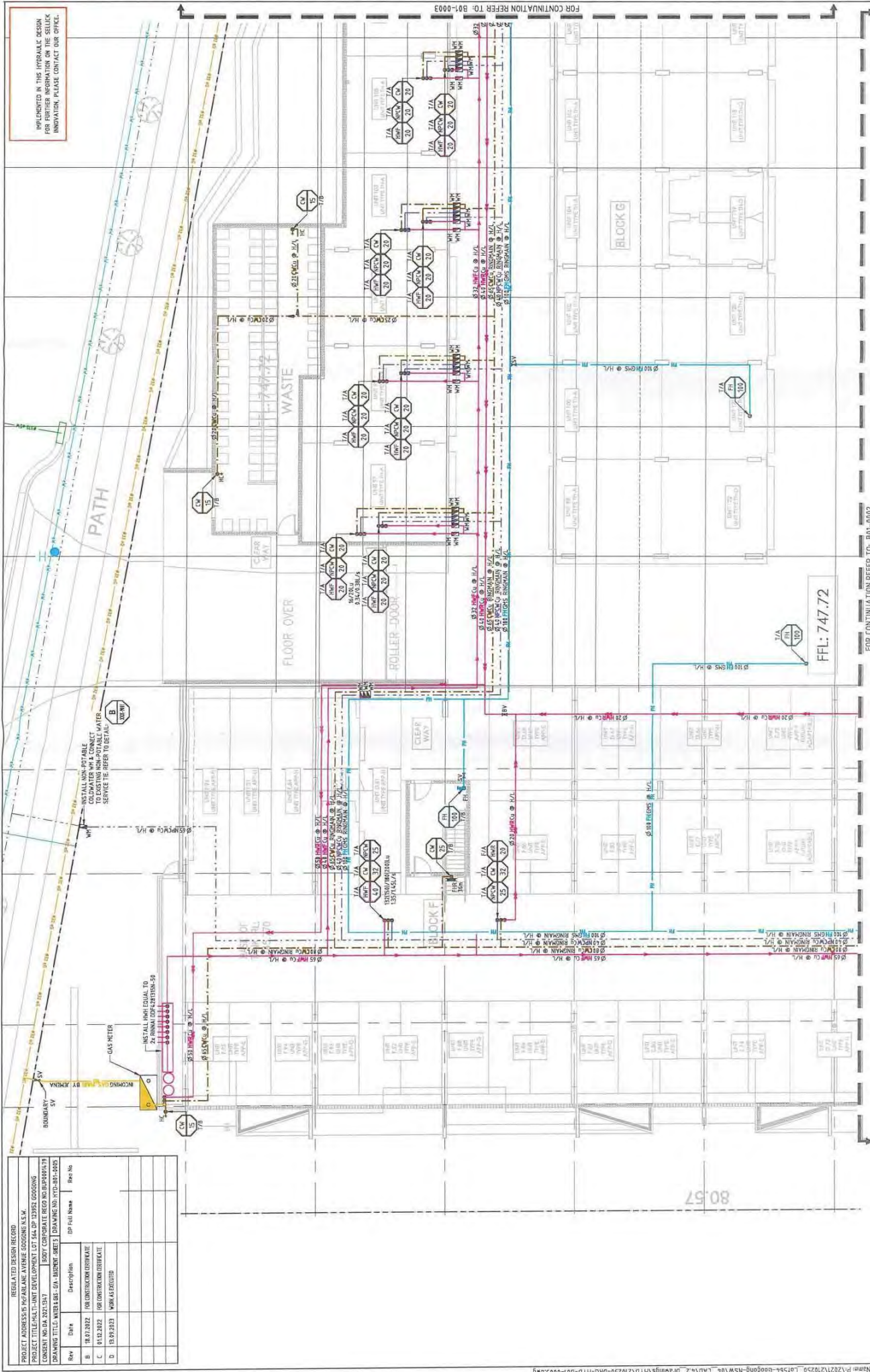
STATUS: WORK AS EXECUTED

Original Size: A1
Drawing Date: 13-Sep-23
Drawing By: JS
Drawing Title: DRAINAGE - G.A. BASEMENT - SHEET 03
Project Number: 210250
Discipline: HYD
Revision: B01 00 03 D

INBUILT TO PERSON RECORD				
PROJECT ADDRESS IS: 16348 LANE AVENUE, GOSWICK N.S.W.				
PROJECT TITLE: MULTI-UNIT DEVELOPMENT LOT 54/CP 132932 GOSWICK				
CONSENT NO: 241-UNIT		BODY CORPORATE REGO NO: BPA1015179		
DRAWING TITLE: DRAINAGE - EVA - RASPOVO - SHEET 1		DRAWING NO: 1102-B0-1-0204		
Rev	Date	Description	DP Full Name	Reg No
B	14.07.2022	FOR CONSTRUCTION CERTIFICATE		
C	09.12.2022	FOR CONSTRUCTION CERTIFICATE		
D	15.05.2023	WORK AS EXECUTED		

IMPLEMENTED IN THIS HYDRAULIC DESIGN
FOR FURTHER INFORMATION ON THE SELICK
INNOVATION PLEASE CONTACT OUR OFFICE

[illegible]



Rev		Description		Date		Drawn By	
1		FOR TENDER REVIEW		16.12.21	JS		
2		FOR APPROVAL		09.05.22	LH		
A		FOR CONSTRUCTION		07.07.22	LH		
B		FOR CONSTRUCTION CERTIFICATE		18.07.22	LH		
C		FOR CONSTRUCTION CERTIFICATE		01.02.22	JN		
D		WORK AS EXECUTED		13.09.23	DN		

Status		Client Logo		North		Scale	
Original	Size	A1				1:100 @ A1	1:200 @ A3
Drawn	By	JS					
Designed	By	JS					
Approved	Date	CRS					
Project Number		210250					
Type		DRG					
Revision		HYD					
Level		B01					
Sheet		001					
Drawn		05					

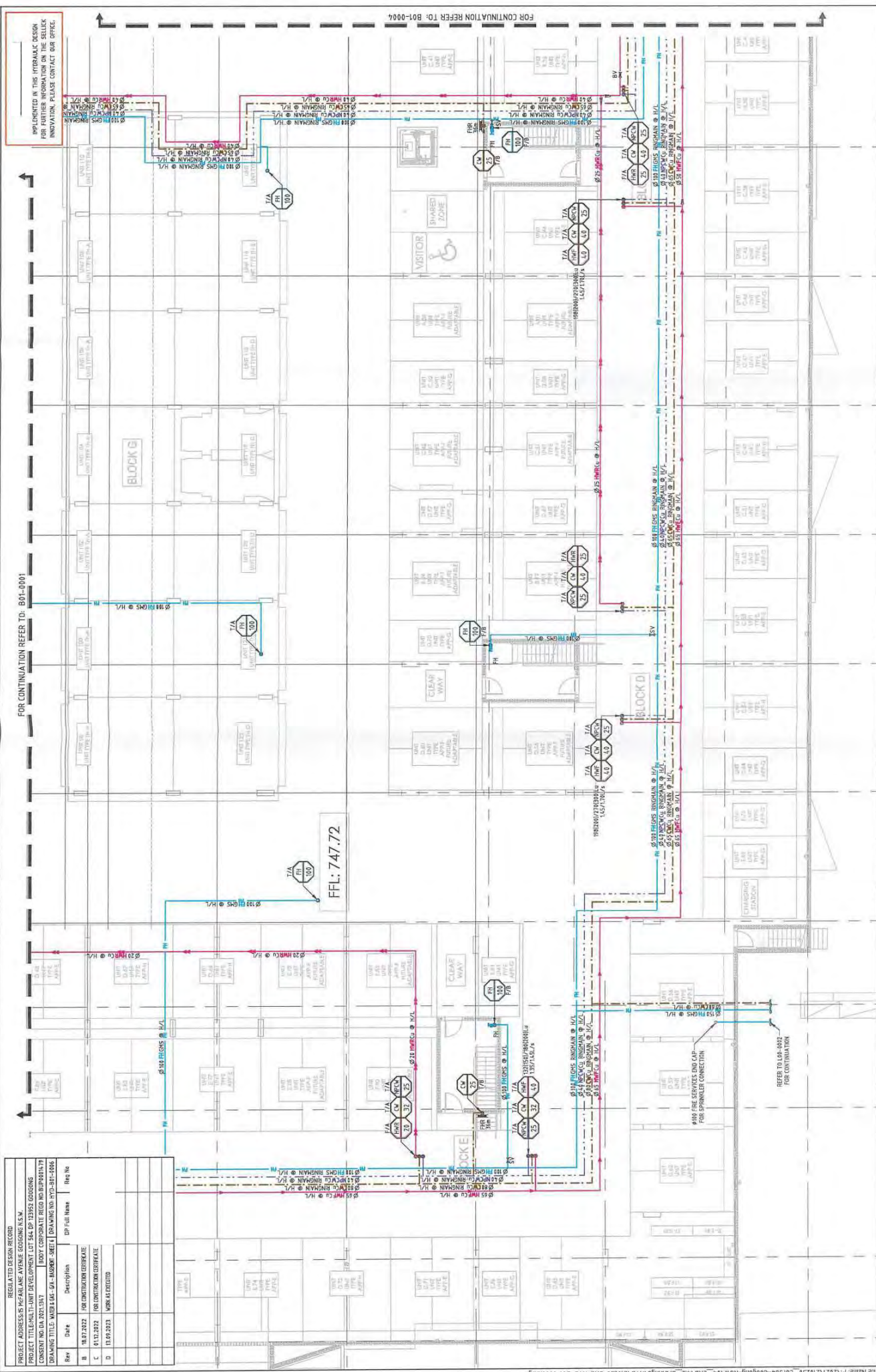
Project Name and Location		WORK AS EXECUTED	
PROPOSED MULTI UNIT DEVELOPMENT		A1	
LOT 564-DP 726952, 15 MCARLANE AVE GOOGONG, NSW		13-Sep-23	
WATER & GAS - G.A		STROMLO GRID	
BASEMENT - SHEET 05		AND	

FOR CONTINUATION REFER TO: B01-0002

FOR CONTINUATION REFER TO: B01-0003

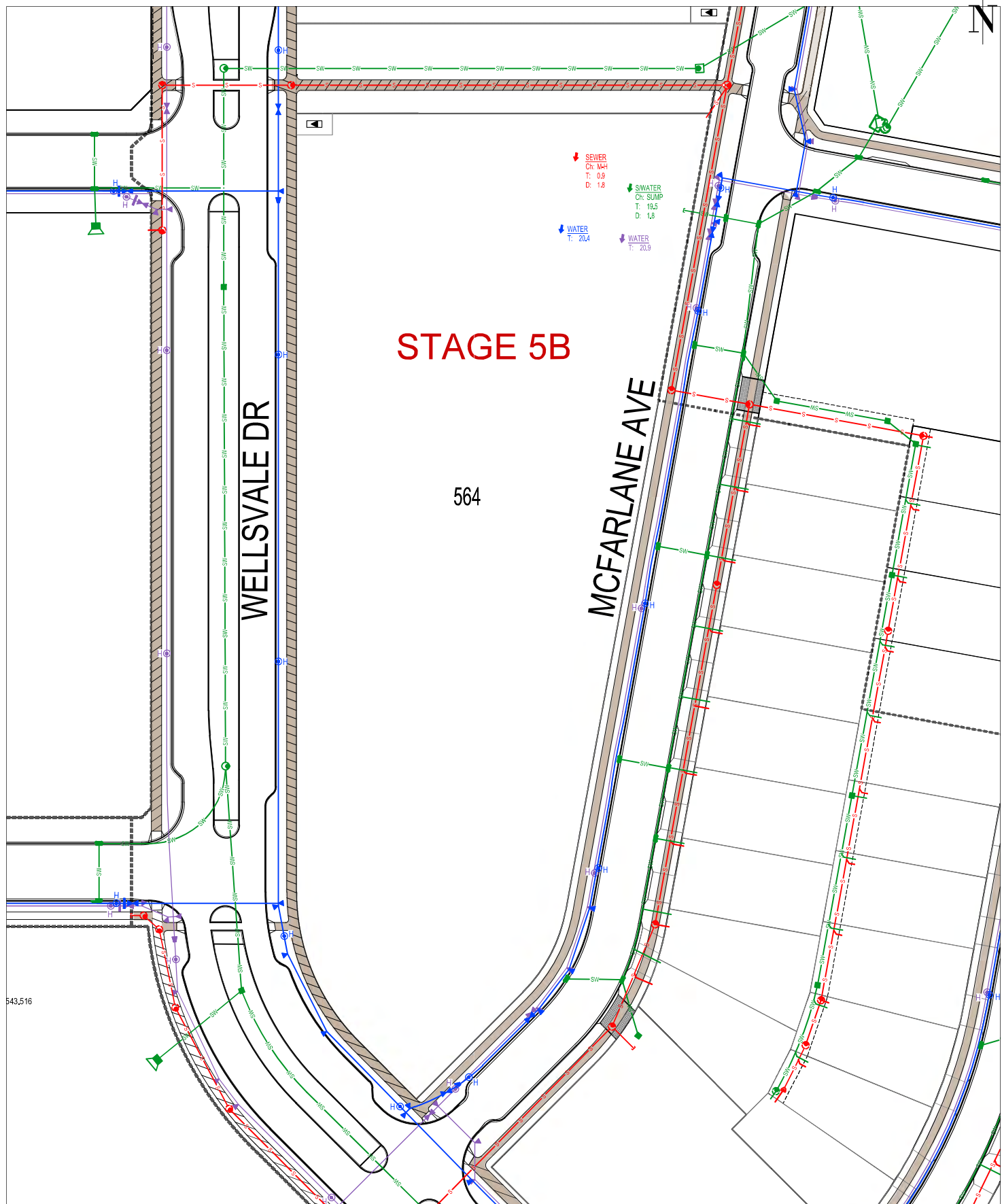
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REGULATED DESIGN RECORD			
PROJECT ADDRESS: 564-570 MCARLANE AVE, GOSFORD NSW			
PROJECT TITLE: MULTI-UNIT DEVELOPMENT LOT 564 DP 12392 GOSFORD			
CONSULT NO: DA 2021-247			
DRAWING TITLE: WATER & GAS - G.A. BASEMENT - SHEET 06			
DRAWING NO: 2021-247-006			
Rev	Date	Description	Rev No
B	18.07.2022	FOR CONSTRUCTION CERTIFICATE	
C	01.12.2022	FOR CONSTRUCTION CERTIFICATE	
D	18.07.2022	WORK AS EXECUTED	



Project Name and Location			
PROPOSED MULTI-UNIT DEVELOPMENT			
LOT 564-DP 12392-15 MCARLANE AVE GOSFORD NSW			
Drawing Title			
WATER & GAS - G.A. BASEMENT - SHEET 06			
Project Number			
210250			
Discipline			
HYD			
Revision			
Rev	Date	Description	Rev No
1	18.07.2021	FOR TENDER REVIEW	
2	09.05.22	FOR APPROVAL	
3	07.07.22	FOR CONSTRUCTION	
4	18.07.22	FOR CONSTRUCTION CERTIFICATE	
5	01.12.22	FOR CONSTRUCTION CERTIFICATE	
6	13.07.23	WORK AS EXECUTED	

Status			
WORK AS EXECUTED			
Original			
Size	A1	Drawn By	JS
Date	13-Sep-23	Designed By	JS
System	STROMLO GRID	Approved	GRS
Height	AHD	Approved Signature	
Station	210250	Type	DRG
Discipline	HYD	Drawn By	B01 00 06
Revision		Discipline	
Rev		Drawn By	



STAGE 5B

564

WELLSVALE DR

McFARLANE AVE

LOT 564