

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Lakeford Real Estate 100 Marquis Street, Gunnedah NSW 2380	Ref: John
co-agent vendor	Rational Nutrition Pty Ltd (ACN 078 585 823) Pharus Advisory, Level 2, 66 Clarence St Sydney NSW 2001	
vendor's solicitor	Pigott Stinson Lawyers Level 3, 10 Barrack Street, Sydney NSW 2000 GPO Box 3380, Sydney NSW 2001	Ph: 02 8251 7777 E: a.wood@pigott.com.au Ref: AW:230560
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	129 Oakham Street BOGGABRI NSW 2382 also known as 2-6 Burton Street, BOGGABRI Auto Consol 14046-84 being, Folio identifier 11/455115, 12/455115, 6/34/758128, 7/34/758128, 8/34/758128 & 9/34/758128	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: warehouse (corrugated dome shape), office, shed, grain silos	
attached copies	documents in the List of Documents as marked or 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	<input type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: contents of office, warehouse and shed, water containers, all machinery and equipment on the land, weigh bridge
exclusions	
purchaser	
purchaser's solicitor	Ph: E: Ref:
price	\$ _____ PLUS GST
deposit	\$ _____ PLUS GST (10% of the price, unless otherwise stated)
balance	\$ _____ PLUS GST
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
<p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person Signature of authorised person</p> <p>_____</p> <p>Name of authorised person Name of authorised person</p> <p>_____</p> <p>Office held Office held</p>	<p>Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person Signature of authorised person</p> <p>_____</p> <p>Name of authorised person Name of authorised person</p> <p>_____</p> <p>Office held Office held</p>

Choices

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

Nominated Electronic Lodgment Network (ELM) (clause 4): PEXA

Manual transaction (clause 30) NO yes
(if yes, vendor must provide further details, including any applicable exception, 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 a **GSTRW payment** (GST residential withholding payment) NO yes (if yes, vendor must provide details)

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

GSTRW payment (GST residential withholding payment) – details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): \$

Amount must be paid: AT COMPLETION at another time (specify):

Is any of the consideration not expressed as an amount in money? NO yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input checked="" type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to off the plan contract
Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover	Other <input type="checkbox"/> 60
Swimming Pools Act 1992 <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

WARNING—SMOKE ALARMS

The owners of certain types of buildings and strata lots must have smoke alarms, or in certain cases heat alarms, installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation, including areas in which residential premises have been identified as containing loose-fill asbestos insulation, contact NSW Fair Trading.

Cooling off period (purchaser's rights)

- 1** This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2** **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
 - (a)** for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b)** in any other case—the fifth business day after the day on which the contract was made.
- 3** There is **NO COOLING OFF PERIOD**—
 - (a)** if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or
 - (b)** if the property is sold by public auction, or
 - (c)** if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d)** if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under the Act, section 66ZG.
- 4** A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5** The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

DISPUTES

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

AUCTIONS

Regulations made under the Property and Stock Agents Act 2002 prescribe a number of conditions applying to sales by auction.

WARNINGS

1. Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving:

<p>APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services</p>	<p>NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority</p>
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

1 Definitions (a term in italics is a defined term)

1.1	In this contract, these terms (in any form) mean –
	<i>adjustment date</i> the earlier of the giving of possession to the purchaser or completion;
	<i>adjustment figures</i> details of the adjustments to be made to the price under clause 14;
	<i>authorised Subscriber</i> a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
	<i>bank</i> the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
	<i>business day</i> any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
	<i>cheque</i> a cheque that is not postdated or stale;
	<i>clearance certificate</i> a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
	<i>completion time</i> the time of day at which completion is to occur;
	<i>conveyancing rules</i> the rules made under s12E of the Real Property Act 1900;
	<i>deposit-bond</i> a deposit bond or guarantee with each of the following approved by the vendor –
	<ul style="list-style-type: none"> ● the issuer; ● the expiry date (if any); and ● the amount;
	<i>depositholder</i> vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
	<i>discharging mortgagee</i> any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
	<i>document of title</i> document relevant to the title or the passing of title;
	<i>ECNL</i> the Electronic Conveyancing National Law (NSW);
	<i>electronic document</i> a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
	<i>electronic transaction</i> a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
	<i>electronic transfer</i> a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
	<i>FRCGW percentage</i> the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
	<i>FRCGW remittance</i> a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
	<i>GST Act</i> A New Tax System (Goods and Services Tax) Act 1999;
	<i>GST rate</i> the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
	<i>GSTRW payment</i> a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
	<i>GSTRW rate</i> the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
	<i>incoming mortgagee</i> any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
	<i>legislation</i> an Act or a by-law, ordinance, regulation or rule made under an Act;
	<i>manual transaction</i> a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
	<i>normally</i> subject to any other provision of this contract;
	<i>participation rules</i> the participation rules as determined by the <i>ECNL</i> ;
	<i>party</i> each of the vendor and the purchaser;
	<i>property</i> the land, the improvements, all fixtures and the inclusions, but not the exclusions;
	<i>planning agreement</i> a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
	<i>populate</i> to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
- 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
- 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
- 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
- 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a *party* *serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within 21 days* after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within 21 days* after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within 14 days* after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.

16 Completion

• Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
 27.4 If consent is refused, either *party* can *rescind*.
 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
 27.6 If consent is not given or refused –
 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
 27.7.1 under a *planning agreement*; or
 27.7.2 in the Western Division.
 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
 28.3 If the plan is not registered *within* that time and in that manner –
 28.3.1 the purchaser can *rescind*; and
 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
 29.7 If the *parties* can lawfully complete without the event happening –
 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and
 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
 ● either *party* *serving* notice of the event happening;
 ● every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 ● the end of the time for the event to happen.

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
 - 32.3.2 the claim for compensation is not a claim under this contract.

129 OAKHAM ST BOGGABRI NSW 2382 NSW

**CERTIFICATE PURSUANT TO SECTION 66W OF THE CONVEYANCING ACT
1919 (CONTRACT FOR THE SALE OF LAND)**

In this certificate:

Vendor means: **Rational Nutrition Pty Ltd**

Purchaser means:

Property means: **129 Oakham Street Boggari NSW 2382**

I,.....

of.....certify as follows:

- (a) I am a solicitor / barrister currently admitted to practice in New South Wales.
- (b) I am giving this certificate in accordance with s66W of the Conveyancing Act 1991 with reference to a contract for the sale of a property from the vendor to the purchaser in order that there is no cooling off period in relation to the contract.
- (c) I do not act for the vendor and am not employed in the legal practice of a solicitor acting for the vendor nor am I a member or employee of a firm of which a solicitor acting for the vendor is a member or employee.
- (d) I have explained to the purchaser
 - (i) the effect of the contract for the purchase of that property;
 - (ii) the nature of this certificate;
 - (iii) the effect of giving this certificate to the vendor, that is, there is no cooling off period in relation to the contract.

Dated:

.....
Signed by solicitor / barrister

ADDITIONAL CLAUSES TO CONTRACT FOR THE SALE OF LAND (2022 EDITION)

Parties: Rational Nutrition Pty Ltd (ACN 078 585 823) (vendor)

And: (purchaser)

Date:

The parties agree that the following additional clauses form part of the contract for the sale of land:

33. Interpretation

33.1 A reference in this contract to:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes all other genders;
- (c) a person includes a corporation, partnership, joint venture, association, authority, trust, state or government.

33.2 If the whole or any part of a provision of this contract is invalid or unenforceable, the validity or enforceability of the remaining provisions is not affected.

33.3 If there is a conflict between these additional provisions and the printed provisions of this contract, these additional provisions prevail.

33.4 Headings are inserted for convenience of reference only and must be ignored in the interpretation of this contract.

33.5 The word “includes” in any form is not a word of limitation.

34. Variation to printed contract

The printed contract is varied as follows:

34.1 Clause 1 is amended by deleting from the definition of *bank* the words, “ a building society or a credit union”.

34.2 Clause 2.9 is amended by:

- (a) deleting the word “If” and substituting “Unless”;
- (b) inserting the word “not” after the word “is” where it first occurs; and
- (c) inserting after the word “equally” on the second last line the words “(but if less than 10% deposit is paid then to the vendor only)”.

34.3 Clause 6.1 is amended by deleting “completion” and substituting “the date for completion”.

34.4 Clause 7 is amended by deleting “completion” where it appears in the 1st and 2nd lines of

the clause and substituting “the date for completion” in both cases.

- 34.5 Clause 7.1.1 is deleted.
- 34.6 Clause 8.1.1 is amended by deleting the words “on reasonable grounds”.
- 34.7 Clause 8.1.2 is amended by deleting the words “and those grounds”.
- 34.8 Clause 12.3 is amended by deleting the words “in the 3 days”.
- 34.9 Clause 13.7.2 is amended by replacing the words “in addition to the price an amount calculated by multiplying the price by the *GST rate*” with the words “or immediately upon demand by the vendor in addition to the price an amount calculated by multiplying the price by the *GST rate* together with all interest and penalties under the GST Act”.
- 34.10 Clause 14.4.2 is deleted and replaced with “14.4.2 by adjusting the amount equal to the land tax taxable value of the *land* multiplied by 1.6% plus \$100.”
- 34.11 Clause 23.9.1 is deleted.
- 34.12 Clause 23.13 is amended by deleting “at least 7 days”.
- 34.13 Clause 23.14 is amended by deleting the first sentence.

35. **Completion**

- 35.1 If the *parties* do not complete by the completion date:
 - (a) the purchaser must pay interest on the unpaid balance of the price:
 - (i) at the rate of 10% per annum;
 - (ii) calculated daily from (but excluding) the date for completion up to and including the actual day of completion or the day the vendor terminates this contract;
 - (b) it is an essential term of this contract that the purchaser pays interest on completion or on termination by the vendor;
 - (c) the right to interest does not limit any other rights the vendor may have as a result of the purchaser’s failure to complete.
- 35.2 The purchaser need not pay interest under clause 35.1 for any period during which completion has been delayed by the vendor.
- 35.3 For the purpose of clause 15, a notice expiring not less than 14 days after the date of service of a notice to complete, is reasonable to make time of the essence for completion.
- 35.4 Without affecting any other right, a *party* who has issued a notice to complete can, at any time before the expiration of the notice, revoke or vary the notice by serving a notice of revocation or variation as the case may be.

36. **Warranties, acknowledgements, etc.**

- 36.1 This contract contains the entire agreement between the *parties* relating to the subject matter of this contract despite any:

- (a) communication;
 - (b) negotiations or discussions; or
 - (c) documents.
- 36.2 Subject to an express provision in this contract or in *legislation*, in entering this contract the purchaser has not relied on:
- (a) any warranty or representation which the vendor or any person on the vendor's behalf has made; or
 - (b) any conduct of the vendor or any person acting on the vendor's behalf.
- 36.3 The purchaser relies entirely on the purchaser's own:
- (a) enquiries relating to; and
 - (b) inspection of
- the *property* and if applicable the common property in the strata scheme.
- 36.4 Without limiting clause 36.2, neither the vendor nor anyone on behalf of the vendor has made any representation or warranty on which the purchaser relies as to:
- (a) the fitness or suitability for any particular purpose of the *property* and if applicable the common property in the strata scheme; or
 - (b) any financial return or income to be derived from the *property* and if applicable the common property in the strata scheme.
- 36.5 The purchaser accepts the *property* and if applicable the common property in the strata scheme in its present state of repair and condition and subject to all latent and patent defects.
- 36.6 The purchaser cannot delay completion of this contract, make a claim or *requisition* or *rescind* or *terminate* in respect of:
- (a) the state of repair or condition of the *property* and if applicable the common property in the strata scheme;
 - (b) any latent or patent defects; or
 - (c) any matter referred to in this clause.

37. Capacity

Without affecting any other right of the vendor:

- 37.1 the vendor can *rescind* if the purchaser is an individual and the purchaser (and if more than one, any of the purchasers):
- (a) dies;
 - (b) becomes incapable because of unsoundness of mind to manage the purchaser's own affairs; or

(c) is declared bankrupt.

37.2 the vendor can *terminate* under clause 9 if the purchaser (and if more than one, any of the purchasers) is a company and it:

(a) resolves to go into liquidation;

(b) has a petition for its winding up presented and not withdrawn within 30 days of presentation;

(c) enters into any scheme of arrangement with its creditors under the relevant provisions of the Corporations Law or any similar legislation; or

(d) has a liquidator, provisional liquidator, administrator, receiver or receiver and manager of it appointed.

38. **Agent**

38.1 The purchaser warrants that the purchaser was not introduced to the vendor or to the *property* by or through:

(a) a real estate agent;

(b) an employee of a real estate agent; or

(c) a person having a connection with a real estate agent

other than the vendor's agent (if any).

38.2 The purchaser hereby indemnifies the vendor from and against:

(a) any claim for commission made by any person other than the vendor's agent arising out of a breach of the warranty in clause 38.1; and

(b) all actions, proceedings and expenses arising out of such a claim.

39. **Attachments**

Subject to any *legislation* to the contrary, the vendor does not promise, represent or state that a document attached to this contract is accurate or current.

40. **Rights and Obligations to Continue after Completion**

Rights and obligations under this contract including without limitation rights to reimbursement or contribution, which can apply after completion continue to apply after completion.

41. **Tax File Numbers**

41.1 If the deposit is invested pursuant to clause 2.9 the *parties* must inform the stakeholder of their respective tax file numbers as soon as possible after the date of this contract.

41.2 If no tax file number is provided by the purchaser any income tax deducted from the interest which accrues on the deposit shall be deducted from the proportion of interest otherwise payable to the purchaser.

42. **Deposit Bond or Guarantee**

The vendor will not accept a deposit-bond for the deposit or any part thereof.

43. **Interest on reduced deposit**

If the vendor accepts a deposit of less than 10% of the purchase price, the whole of the interest which accrues on investment of the deposit is to be paid to the vendor on completion.

44. **Requisitions**

For the purposes of clause 5 the vendor will be deemed to have complied with its obligations if it furnishes to the purchaser replies to the requisitions contained in the printed form a copy of which is **attached** to this contract.

45. **Alterations to Contract**

Each party authorises its solicitor or any employee of that solicitor to make alterations to this contract, including the addition of annexures, after execution by that party and any of those alterations will be binding upon the party taken to have authorised that alteration.

46. **Survey**

46.1 If a copy of a survey report is **attached** to this contract then:

- (a) the purchaser shall make no *requisition* or claim for compensation nor delay completion of or *rescind* or *terminate* this contract in respect of any matter disclosed in the copy of the **attached** surveyor's report;
- (b) the purchaser warrants to the vendor that it has familiarised itself with the matters disclosed in the survey report **attached** to the contract and acknowledges that everything stated or shown in the survey report has been specifically disclosed for the purposes of the Conveyancing Act 1919 and any Regulation to that Act.

47. **Sale by auction**

47.1 For the purposes of this clause

bidders record means the bidders record to be kept pursuant to clause 15 of the *Property and Stock Agents Regulation 2022 (NSW)* and section 68 of the *Property and Stock Agents Act 2002 (NSW)*.

47.2 If the *property* is or is intended to be sold at auction the following conditions are prescribed as applicable to and in respect of the sale by auction of the *property*:

- (a) the vendor's reserve price must be given in writing to the auctioneer before the auction commences;
- (b) a vendor bid must not be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of vendor bids that may be made;
- (c) the highest bidder is the purchaser, subject to any reserve price;

- (d) if there is a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
- (e) the auctioneer may refuse to accept a bid that, in the auctioneer's opinion is not in the best interests of the vendor;
- (f) a bidder is taken to be bidding on the bidder's own behalf unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
- (g) a bid must not be made or accepted after the fall of the hammer.
- (h) as soon as practicable after the fall of the hammer the purchaser must sign the agreement for sale (if any).

47.3 The following conditions, in addition to those prescribed by clause 47.2, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

- (a) all bidders must be registered in the bidders record and display an identifying number allocated to the person when making a bid;
- (b) subject to clause 47.4, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or another person;
- (c) immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".

47.4 The following conditions, in addition to those prescribed by clauses 47.2 and 47.3 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of co-owned residential property or rural land by a seller as executor or administrator:

- (a) more than one vendor bid may be made to purchase the interest of a co-owner;
- (b) a bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
- (c) before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
- (d) before the commencement of the auction, the auctioneer must announce the bidder registration number of all co-owners, executors or administrators or any person registered to bid on behalf of a co-owner, executor or administrator.

48. **Guarantee**

48.1 If the purchaser is a company (other than a public company listed on the Australian Stock Exchange) the purchaser must at exchange secure a guarantee and indemnity in the form of annexure "A" by the directors of the purchaser.

48.2 This clause is an essential term of this contract.

49. **GST**

- (a) To the extent that there is any inconsistency between clause 13 and this clause, the provisions of this clause shall prevail.
- (b) All terms in this clause have the meaning given to those terms in the GST Act as defined in clause 1.
- (c) Unless this contract expressly states otherwise, the consideration and other amounts payable are expressed on an exclusive of GST basis.
- (d) Notwithstanding clause 13, if the vendor makes a taxable supply to the purchaser under or in connection with this contract, then (unless the consideration is expressly stated to be inclusive of GST) the consideration for that supply is exclusive of GST, and in addition to paying or providing that consideration the purchase must:
 - (i) pay to the vendor an amount equal to any GST for which the vendor is liable on that supply, without deduction or set-off of any other amount; and
 - (ii) make that payment as and when the consideration or part of it must be paid or provided, except that the purchaser need not pay unless the purchaser has received a tax invoice (or an adjustment note) for that supply.
- (e) The supplier must provide the recipient of the supply with a tax invoice in respect of that supply (where required under the GST Act).
- (f) If on completion all amounts to be adjusted under this contract are not actually adjusted, the vendor must give the purchaser another tax invoice or an adjustment note (as the case requires) within 14 days after any further adjustment is made.

49.2 This clause does not merge on completion.

50. **Land Tax Certificate**

50.1 If a copy of a land tax certificate is **attached** to this contract then:

- (a) If the land tax certificate does not show a charge on the land, the purchaser shall make no requisition or claim for compensation nor delay completion of or rescind or terminate this contract in respect of land tax for the land tax year to which the certificate relates; and
- (b) If the land tax certificate does record a charge on the land, then subject to clause 16.6 and the requirements of any legislation, the purchaser shall make no requisition or claim for compensation nor delay completion of or rescind or terminate this contract in respect of the matters recorded in that certificate or in respect of land tax.

51. **No warranty in respect of contamination**

The purchaser acknowledges and accepts the *property* in its present condition relying upon its own enquiries and investigations including without limitation the presence of any hazardous materials and/or Contaminants. The purchaser shall not make or take any objection, *requisition* or claim, or *rescind* or *terminate* this contract in relation to the presence of any hazardous materials and/or Contaminants in over or on the *property* which may become apparent prior to or after completion.

- 51.1 The purchaser warrants to the vendor that the purchaser has carried out its own enquiries and investigations and that the vendor makes no warranty or representation that:
- (a) no hazardous material or Contaminant is present in, over or on the *property* or as to the nature or extent to which the land is affected by any hazardous material or Contaminants;
 - (b) any remediation works carried out by the vendor have been effective in removing contamination from the *property*; and
 - (c) remediation works will not be required to be carried out by the purchaser for any use which the purchaser may make of *property*.
- 51.2 The purchaser from completion must at its own cost and expense assume all responsibility for the presence of any hazardous materials or Contaminants found over, on or in the *property* including the presence of any such hazardous materials or Contaminants emanating from any adjoining land and without limitation must to the fullest extent permitted by the law assume all responsibility for:
- (a) compliance with all Environmental Laws;
 - (b) the conduct performance of any work required by any competent Authority in respect of hazardous materials or Contaminants under any Environmental Laws;
 - (c) any legal, statutory or other liability under or in connection with or resulting from the presence of any hazardous materials or Contaminants over, on or in the *property*;
- and the purchaser agrees to and hereby indemnifies the vendor from and against all claims, demands, suits, proceedings, losses, costs, expenses, penalties, or damages which are brought, claimed, issued or assessed against the vendor as a result of any presence of hazardous materials or Contaminants found on, over or in the *property*.
- 51.3 To the extent permitted by law, the purchaser releases the vendor from all claims, demands, suits, proceedings, losses, costs, expenses, penalties, or damages which are brought, claimed, issued or assessed against the vendor:
- (a) as a result of any presence of hazardous materials or Contaminants found on, over or in the *property*; and/or
 - (b) any fact or circumstance for which no warranty or representation is given pursuant to this clause 51.
- 51.4 This clause 51 shall not merge on completion.
- 51.5 For the purpose of this clause:
- (a) "Authority" means any federal, state or local government, semi government, quasi government or other body or authority statutory or otherwise including but not limited to any court or tribunal;
 - (b) "Contaminant" means any Substance including asbestos the presence of which:
 - (i) is or may be a risk of harm to human health or the environment;
 - (ii) breaches any Environmental Law or other law; or

- (iii) could result in an Authority issuing a notice in respect of the Substance.
- (c) “Environmental Law” means all laws, regulations, orders, notices, ordinances r applicable standards or policies of any Authority relating to or dealing with:
 - (i) planning;
 - (ii) the environment;
 - (iii) health;
 - (iv) any Contaminant;
 - (v) the disposal, discharge or treatment of any Contaminant; or
 - (vi) any spill, leakage, Contaminant or remediation of a Contaminant.
- (d) “hazardous materials” means any material, gas, substance, liquid, chemical, biological mineral or other physical matter which would if present on the land result in any Authority issuing any notice or direction or order requiring clean up decontamination removal remediation or making good under environmental law or which would constitute a violation of contribution of contravention of any Environmental Laws.
- (e) “Substance” means any solid, liquid or gas and any radiation, radioactivity or magnetic activity.

52. **Rubbish**

- 52.1 The purchaser shall make no *requisition* or claim for compensation or delay completion of this contract if there is located on the *property* at completion any rubbish or any other chattels including but not limited to office furniture and contents, machinery, fertiliser, water containers and building materials and the purchaser acknowledges that the vendor shall not be bound to remove the same.
- 52.2 Should a notice or work order be issued by an Authority after the date of this contract in respect of the removal of any materials from the *property*, the purchaser must comply with the said notice or order.
- 52.3 “Authority” in this clause means an authority having jurisdiction over the *property* (including its occupation, use or development) including any government, statutory body, corporation or service provider.

Annexure "A"

GUARANTEE

THIS DEED made on the date specified in Item 1 of the Schedule

BETWEEN the party described in Item 2 of the Schedule ("vendor")

AND the party described in Item 3 of the Schedule ("guarantors")

WITNESSES that the vendor has entered into a contract to sell the property described in Item 4 of the Schedule ("contract") with the person described in Item 5 of the Schedule ("purchaser") at the request of the guarantors and accordingly:

1. The guarantors jointly and each of them severally
 - (a) irrevocably and unconditionally guarantee to the vendor the punctual payment of all money agreed to be paid under the contract by the purchaser and the punctual performance of all other obligations placed on the purchaser under the provisions of the contract; and
 - (b) irrevocably and unconditionally indemnify the vendor from and against all damages, costs, losses and expenses incurred by the vendor arising directly or indirectly out of any breach by the purchaser of any of the provisions of the contract.
2. This guarantee and indemnity is a principal obligation of the guarantors and will not be treated as collateral to any other obligation.
3. The liabilities of each guarantor under this guarantee and indemnity are not affected by:
 - (a) the granting to the purchaser or to any other person of any time, waiver, indulgence, consideration or concession or by the discharge or release of the purchaser;
 - (b) the subsequent death, bankruptcy or liquidation of any one or more of the purchaser and the guarantors;
 - (c) reason of the vendor becoming a party to or bound by any compromise, assignment of property or scheme of arrangement or composition of debts or scheme or reconstruction by or relating to the purchaser, the guarantors or any other person;
 - (d) the vendor exercising or refraining from exercising any of the rights, powers or remedies conferred on the vendor by law or by any contract or arrangement with the purchaser, the guarantors or any other person or by any guarantee, bond, covenant, mortgage or other security; or
 - (e) the vendor obtaining a judgment against the purchaser, the guarantors or any other person for the payment of the moneys payable under the contract.
4. This guarantee and indemnity will continue notwithstanding that:
 - (a) the vendor has exercised any of the vendor's rights under the contract including any right of termination;

- (b) the purchaser is wound up or placed in receivership or under administration; or
 - (c) this guarantee and indemnity is for any reason unenforceable either in whole or in part.
5. This guarantee and indemnity:
- (a) is of a continuing nature and will remain in effect until final discharge of the guarantee or indemnity is given by the vendor to the guarantors;
 - (b) may not be considered wholly or partially discharged by the payment of the whole or any part of the amount owed by the purchaser to the vendor; and
 - (c) extends to the entire amount that is now owed or that may become owing at any time in the future to the vendor by the purchaser pursuant to or contemplated by the contract including, any interest, costs or charges payable to the vendor under the contract.
6. If any payment made to the vendor by or on behalf of the purchaser or the guarantors is subsequently avoided by any statutory provision or otherwise that payment is to be treated as not discharging the guarantors' liability for the amount of that payment and the vendor and the guarantors will be restored to the position in which each would have been and will be entitled to exercise all rights which each would have had if that payment had not been made.
7. The vendor can proceed to recover the amount claimed as a debt or damages from the guarantors without having instituted legal proceedings against the purchaser and without first exhausting the vendor's remedies against the purchaser.

EXECUTED as a Deed.

SCHEDULE

Item 1 Date of Deed

Item 2 Vendor

- (a) Name **Rational Nutrition Pty Ltd (ACN 078 585 823)**
- (b) ACN/ABN
- (c) Address

Item 3 Guarantors

- (a) Name
- (b) ACN/ABN
- (c) Address

Item 4 Property

Address: 129 Oakham Street Boggari NSW 2382
Folio Identifier

Item 5 Purchaser

- (a) Name
- (b) ACN/ABN
- (c) Address

SIGNED SEALED AND DELIVERED by)
Guarantor in the presence of:)

Witness

Name of Witness

Address of Witness

SIGNED SEALED AND DELIVERED)
by **Guarantor** in the presence of:)

Witness

Name of Witness

Address of Witness

EXECUTED by **Vendor** pursuant to)
Section 127 of the Corporations Act)
2001)

Signature of Authorised Person

Signature of Authorised Person

Name of Authorised Person
(Print Name)

Name of Authorised Person
(Print Name)

Office Held

Office Held

SIGNED SEALED AND DELIVERED)
by **Vendor** in the presence of:)

Witness

COMMERCIAL REQUISITIONS ON TITLE

Vendor: **Rational Nutrition Pty Ltd**
Purchaser:
Property: **129 Oakham Street Boggari NSW 2382**
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What is the nature of any tenancy or occupancy?
 - (b) If it is in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) What is the current rent payable?
 - (e) All rent should be paid up to or beyond the date of completion.
 - (f) Please provide details of any bond money held, which money is to be paid to or allowed to the purchaser on completion.
 - (g) If the bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
 - (h) Please provide details of any security deposits and copies of any bank guarantees which are held by the vendor.
 - (i) Appropriate transfer documentation duly signed should be handed over on completion assigning the vendor's interest in the security deposits, bank guarantees and any personal guarantees.
 - (j) Are there any sub-leases? If so, copies should be provided.
 - (k) Please provide details of current insurances held by the tenant over the improvements and/or for public liability and plate glass, in particular the type of the cover, the name of the insurer, the period of the cover and the amount of the cover.
4. Is any tenancy subject to the *Retail Leases Act 1994*?
If so:
 - (a) complete copies of the disclosure statements as required by the *Retail Leases Act 1994* should be provided;
 - (b) a copy of a certificate given under Section 16(3) of the *Retail Leases Act 1994* should be provided or other evidence to confirm that Section 16 would not apply to the lease;
 - (c) is the vendor aware of any provision of the lease which is not enforceable because of a non disclosure in the disclosure statement or any lease which has been entered into in contravention of the *Retail Leases Act 1994*?
5. Is the property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*)?
6. If any tenancy is subject to the Residential Tenancies Act 2010 (NSW):
 - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

7. On completion the vendor should be registered as proprietor in fee simple of the property free from all caveats and encumbrances whether statutory or otherwise, except those to which the sale is expressly made subject.
8. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
9. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
10. When and where may the title documents be inspected?
11. Are any fixtures, fittings or chattels included in the sale subject to any hire purchase agreement, bill of sale, chattel mortgage or other charge? If so, details must be given and any indebtedness discharged prior to completion or Title transferred unencumbered to the vendor prior to completion.
12. A depreciation schedule or all details of the written down values of all fixtures, fittings and chattels included in the property must be provided.

Rates and taxes

13. All rates, taxes, levies, other charges and assessments, including land tax, affecting the property must be paid up to the date of completion and receipts produced.
14. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax?
If so:
- (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?

Building, fencing, etc

15. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
16. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
17. (a) Have the provisions of the *Local Government Act 1993*, the *Environmental Planning and Assessment Act 1979* and their regulations and schemes been complied with?
- (a) Have there been any alterations to improvements since 1959 requiring the consent of the Local Council or other authority? If so, please provide details and evidence of consents.
- (b) Has the vendor a Building Certificate? If so, it should be handed over on completion. Please provide a copy prior to completion.
- (c) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (d) Has there been any building work on the property to which provisions of the *Home Building Act 1989* apply? If so, please provide details and state whether the work was done pursuant to an owner/builder permit or by a licensed builder and provide details as to the permit, names of the parties and licence number(s).
18. Has any notice been given or received or has an application been made under the *Encroachment of Buildings Act 1922* or are there circumstances which would give rise to a notice or application under that Act in respect of the property. If the answer is yes, please provide full details.
19. Are the improvements affected or have they been previously affected by:
- (a) termite infestation, treatment or repair?
 - (b) flooding or dampness of areas below ground levels?
 - (c) functional problems with equipment such as air conditioning, roofs or inclinators, pool equipment, building management and security systems?
20. Are there any pipes or structures below the surface of the land which are not disclosed in the Contract?
21. Is there any development approval consent to use the property which is not disclosed in the Contract?
22. Has all the structural work including any retaining walls been designed by a qualified structural engineer?
23. If the answer to any of Requisitions 19 to 22 is yes, please provide full details.
24. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Local Council, the Sydney Water Corporation or any other authority concerning any development on the property?
25. (a) To whom do the boundary fences belong?
- (a) Are there any party walls?
- (b) If the answer to Requisition 25(a) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (c) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (d) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991*?
26. Are any rainwater downpipes connected to the sewer? If so, they must be disconnected prior to completion.

Use and enjoyment of the property

27. (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to user other than those disclosed in the Contract?
- (b) Have the covenants and restrictions disclosed in the Contract been complied with?
28. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any building line fixed by the Local Council affecting the land?
 - (d) any judgment, order, decree or execution against the vendor or the property?

- (e) any suit current, pending or proposed in respect of the property?
- (f) any latent defects in the property?
29. Has the vendor any notice or knowledge that the property is affected by any of the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
- (b) any notice, order or proposed order requiring work to be done or money to be spent on the property or any footpath or road adjoining? Full details of any notice, order or proposed order must be provided. Any notice or order must be complied with prior to completion.
- (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
- (d) any sum due to any local or public authority? If so, the same must be paid prior to completion.
- (e) any realignment or proposed realignment of any road adjoining the property?
- (f) any contamination?
- (g) any charge or liability including liability for restoration of the property, or proceedings under the *Contaminated Land Management Act 1997* or any environment protection legislation (as defined in that Act) or any circumstances which could lead to any such liability, charge or proceedings being commenced?
30. If the answer to any of Requisitions 29(a) to (g) is yes, please:
- (a) provide full details;
- (b) advise whether any applicable notice, order, direction, resolution or liability has been fully complied with; and
- (c) provide full details regarding the extent of any non-compliance.
31. (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
- (a) If so, do any of the connections for such services pass through any adjoining land? If so, it must be shown that the vendor has a right thereto which will vest in the purchaser on completion.
- (b) Do any service connections for any other property pass through the property?
32. Has asbestos, fibreglass or other material injurious to health been used in the construction of the property? If the answer is yes, please provide full details.
33. Is the property required for the purpose of paying a fine or satisfying an order for compensation?
34. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?
- Warranties and service contracts**
35. Please provide copies of any warranty or maintenance or service contract for the property which is assignable on completion.
36. Please provide details, or copies if available, of any warranty or maintenance or service contract which is not assignable.
- Zoning**
37. Is the vendor aware of the property being subject to any existing or proposed planning scheme or other restriction on user not disclosed in the Contract? If the answer is yes, please provide full details.
- Capacity**
38. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.
- Requisitions and transfer**
39. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the power of attorney should be produced and found in order.
40. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
41. Searches, surveys, enquiries and inspection of title documents must prove satisfactory.
42. The purchaser reserves the right to make further requisitions prior to completion.
43. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.
- Completion**
44. Please confirm that on completion you will hand to us:
- (a) a discharge of any mortgage and withdrawal of any caveat;
- (b) the Certificate of Title Folio Identifier;
- (c) Transfer executed by the vendor;
- (d) the vendor's copies of all leases;
- (e) all keys in the possession of the vendor;

- (f) original of any Building Certificate;
- (g) original of any Survey Report;
- (h) instruction manuals and warranties for any plant belonging to the vendor;
- (i) information or devices necessary for the operation of the security system, air conditioning systems, building management systems, etc;
- (j) notices of attornment;
- (k) any security deposits or bank guarantees pursuant to any of the leases; and
- (l) tax invoice.



INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956.*

Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022.*

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value	Property Tax Status
D455115/11	129 OAKHAM ST BOGGABRI 2382	NOT AVAILABLE	Not Opted In
D455115/12			Not Opted In
D758128/6/34			Not Opted In
D758128/7/34			Not Opted In
D758128/8/34			Not Opted In
D758128/9/34			Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2023 tax year.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au/taxes/land/clearance.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.

* Overseas customers call +61 2 7808 6906
Help in community languages is available.



FOLIO: AUTO CONSOL 14046-84

SEARCH DATE	TIME	EDITION NO	DATE
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17/5/2023	2:10 PM	4	9/9/2018

LAND

LAND DESCRIBED IN SCHEDULE OF PARCELS
AT BOGGABRI
LOCAL GOVERNMENT AREA NARRABRI
PARISH OF BOGGABRI COUNTY OF POTTINGER
TITLE DIAGRAM SEE SCHEDULE OF PARCELS

FIRST SCHEDULE

RATIONAL NUTRITION PTY LTD (T 5893495)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 7627454 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

2868175 NOTE: DISPOSAL OF ANY LOTS IN DP455115 MAY REQUIRE
REGISTRATION OF A DEPOSITED PLAN OF SURVEY PURSUANT TO SECTION
114 OF THE REAL PROPERTY ACT, 1919

UNREGISTERED DEALINGS: NIL

SCHEDULE OF PARCELS

LOTS 11-12 IN DP455115
LOTS 6-9 SEC. 34 IN DP758128

TITLE DIAGRAM

DP455115
CROWN PLAN 23.1725.

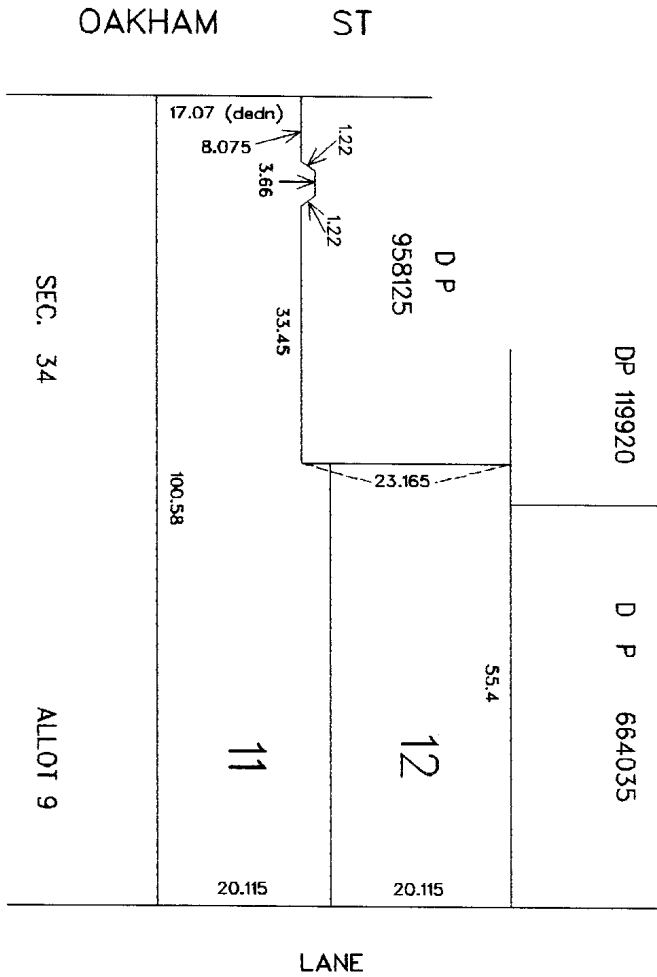
*** END OF SEARCH ***

230560

PRINTED ON 17/5/2023

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

Full dimensions and/or areas are not available for all lots. Any division of the lands herein may necessitate the lodgement of a plan of survey

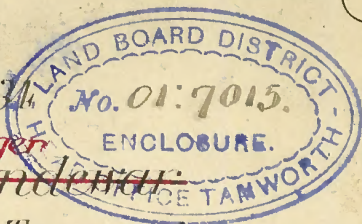


D P 4 5 5 1 1 5	
Registered: 6.5.1997	
Title System: TORRENS	
Purpose: DEPARTMENTAL	
Ref. Map: TN: BOGGABRI 42#	
Last Plan: 23.1725	
<p>THIS PLAN HAS BEEN CREATED TO PROVIDE UNIQUE IDENTIFIER(S) TO ENABLE THE ISSUE OF AN AUTO-CONSOL TITLE FOR THE LAND COMPRISED IN FOLIO OF THE REGISTER</p> <p>VOLUME 14046 FOLIO 84</p> <p>Lengths are in metres. Reduction Ratio : NOT TO SCALE</p>	
<p>L.G.A.: NARRABRI</p> <p>LOCALITY: .</p> <p>PARISH: BOGGABRI</p> <p>COUNTY: POTTINGER</p>	
LOTS	PRIOR IDENTITY
11	PT ALLOT 11 SEC 34
12	PT ALLOT 12 SEC 34

D.C.D.B.

Cancels Plan B 14 1725

PLAN
 of Allotments 6 to 2 and 11 to 14 of Section 34
 Town of Bogabri
 Parish of Bogabri County of ~~New England~~ *Pottinger*
 Land District of Gunnedah Land Board District of Tamworth



Scale of Chains.
 0 1 2 3 4 5 6 7

Sale at Bogabri 1st July 1902.

Res. from Act for Mining Residence or Business Purposes not 22. 8. 93 Revoked 18. 1. 18

Allot	Purchaser	Final Regalt	Res. for Desc.	Deed issued
6	Louisa Sophia Grover D.P.			
7	do D.P.			
8	do D.P.			
9	do D.P.			
11	do D.P.			
12	do D.P.			
13	Artie Laura Guest D.P.	Sale comp ^d vide Al ^t 03-2714		
14	Rene Prosper Guest D.P.	Sale comp ^d vide Al ^t 03-2715		

Within the Town Boundaries of Bogabri Re-not^d 25th April 1904

B 10 R 1

R. Turner

7a Or 6p ex rly

BOSTON STREET

10	D. Grover 1.0.0	C. Leadsom 0.2.0
14	Rene Prosper Guest 0.2.0	T. Guest 0.2.0
13	Artie Laura Guest 0.2.0	T. Guest 0.2.0
12	Louisa Sophia Grover 0.2.0	T. Guest 0.2.0
11	Louisa Sophia Grover 0.2.0	E. O. Farlow 0.2.0
9	Louisa Sophia Grover 0.2.0	E. O. Farlow 0.2.0
8	Louisa Sophia Grover 0.2.0	E. O. Farlow 0.2.0
7	Louisa Sophia Grover 0.2.0	E. O. Farlow 0.2.0
6	Louisa Sophia Grover 0.2.0	E. O. Farlow 0.2.0

BURTON STREET

15	H. W. King 0.2.0	C. Hansen 0.2.0
----	---------------------	--------------------

SEC 35
B. 18

to Narrabri
 Western Railway
 North
 from Gunnedah

Ms. 636 Th

No.	Res. for Desc.
13	
14	

Azimuth from Oakham St
 Field book Vol. 7015 Fol 77
 Marked in accordance with the Regulations
 Improvements Allot^t 14 5chs fence at £40 per mile

Permanent Mark

No. of Mark	Bearing	Distant	From	Description

PLAN MICROFILMED

NO ADDITIONS OR AMENDMENTS TO BE MADE

I hereby certify that I in person made and on the 7th August 1901 completed the survey represented on this plan on which are written the bearings and lengths of the lines measured by me and I declare that the survey has been executed in accordance with the regulations published for the guidance of licensed Surveyors and the practice of the Department of Lands.

George Loan Licensed Surveyor

Transmitted to the District Surveyor with my letter of 16th August No 01/32

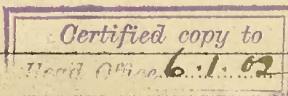
Voucher No 01-32 Passed 6.8.0. 29.11.01

Calculation Book No Folio

Checked and Charted *C. A. W. F.* 25th Nov 01

Examined *S. W. Kirke* 27th Nov 01

Plan approved 18



23-1725 B23.1725

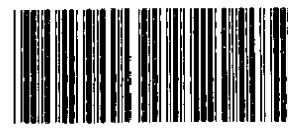
Traced for helio 2.12.01

Form Number:
 97-18DD
 Licence Number:
 10V/0162/95

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New South Wales Land Titles Office

DEPARTMENTAL DEALING



2868175 S

This document is designed to record the effect of Departmental actions and amendments on computer folios



Folio Identifier(s)

12513-63	14038-83	14046-84	13513-63
8448-135	14038-177	14054-21	12510-230
14028-45	14038-211	12504-241	
14034-151	14048-106	12516-194	
14029-209	14046-142	12524-119	

Reason for Preparation: AMENDMENT - TO AMEND SECOND SCHEDULE NOTIFICATION

FIRST SCHEDULE DIRECTIONS

FOLIO IDENTIFIER	DIRECTION	DETAILS

SECOND SCHEDULE AND OTHER DIRECTIONS

FOLIO IDENTIFIER	DIRECTION	NOTFN TYPE	DEALING NUMBER	DETAILS
12513-63	OFF	XR		
}	OFF	EA	X 718634	EASEMENT FOR TRANSMISSION LINE 45 WIDE AFFECTING THE PART OF LOT 133 IN DP 455123 SHOWN SO BURDENED IN DP 640103
	ON	EB	X 718634	
}	UNDR	EB	X 718634	
	ON	UA	2437453	

Deliver Title to: NOLC Prepared by: MA Table No: 19 Directed by: Table No: Authorised by: Table No:

10-1280

REGISTRATION DIRECTION ANNEXURE

Use this side only for Second Schedule directions

DO NOT USE BOTH SIDES OF THE FORM.

Sheet 1

SECOND SCHEDULE AND OTHER DIRECTIONS

FOLIO IDENTIFIER	DIRECTION	NOTFN TYPE	DEALING NUMBER	DETAILS
12513-63	ON	NB	NIL	DISPOSAL OF ANY LOTS IN DP 455123 MAY REQUIRE REGISTRATION OF A DEPOSITED PLAN OF SURVEY PURSUANT TO SECTION 114 OF THE REAL PROPERTY ACT 1919.
8448-135	ON	NB	NIL	DISPOSAL OF ANY LOTS IN DP 455100 MAY REQUIRE REGISTRATION OF A DEPOSITED PLAN OF SURVEY PURSUANT TO SECTION 114 OF THE REAL PROPERTY ACT 1919.
14028-45	ON	NB	NIL	DISPOSAL OF ANY LOTS IN DP 455101 MAY REQUIRE REGISTRATION OF A DEPOSITED PLAN OF SURVEY PURSUANT TO SECTION 114 OF THE REAL PROPERTY ACT 1919.
14034-151	ON	NB	NIL	DISPOSAL OF ANY LOTS IN DP 455105 MAY REQUIRE REGISTRATION OF A DEPOSITED PLAN OF SURVEY PURSUANT TO SECTION 114 OF THE REAL PROPERTY ACT 1919.
14029-209	ON	NB	NIL	DISPOSAL OF ANY LOTS IN DP 455107 MAY REQUIRE REGISTRATION OF A DEPOSITED PLAN OF SURVEY PURSUANT TO SECTION 114 OF THE REAL PROPERTY ACT 1919.
14038-83	ON	NB	NIL	DISPOSAL OF ANY LOTS IN DP 455108 MAY REQUIRE REGISTRATION OF A DEPOSITED PLAN OF SURVEY PURSUANT TO SECTION 114 OF THE REAL PROPERTY ACT 1919.
14038-177	ON	NB	NIL	DISPOSAL OF ANY LOTS IN DP 455110 MAY REQUIRE REGISTRATION OF A DEPOSITED PLAN OF SURVEY PURSUANT TO SECTION 114 OF THE REAL PROPERTY ACT 1919.
14038-211	ON	NB	NIL	DISPOSAL OF ANY LOTS IN DP 455111 MAY REQUIRE REGISTRATION OF A DEPOSITED PLAN OF SURVEY PURSUANT TO SECTION 114 OF THE REAL PROPERTY ACT 1919.
14048-106	ON	NB	NIL	DISPOSAL OF ANY LOTS IN DP 455112 MAY REQUIRE REGISTRATION OF A DEPOSITED PLAN OF SURVEY PURSUANT TO SECTION 114 OF THE REAL PROPERTY ACT 1919.
14048-142	ON	NB	NIL	DISPOSAL OF ANY LOTS IN DP 455114 MAY REQUIRE REGISTRATION OF A DEPOSITED PLAN OF SURVEY PURSUANT TO SECTION 114 OF THE REAL PROPERTY ACT 1919.

10-1280

REGISTRATION DIRECTION ANNEXURE

Use this side only for Second Schedule directions

DO NOT USE BOTH SIDES OF THE FORM.

Sheet 1

SECOND SCHEDULE AND OTHER DIRECTIONS

FOLIO IDENTIFIER	DIRECTION	NOTFN TYPE	DEALING NUMBER	DETAILS
14046-84	ON	NB	NIL	DISPOSAL OF ANY LOTS IN DP 455115 MAY REQUIRE REGISTRATION OF A DEPOSITED PLAN OF SURVEY PURSUANT TO SECTION 114 OF THE REAL PROPERTY ACT 1919.
14054-21	ON	NB	NIL	DISPOSAL OF ANY LOTS IN DP 455118 MAY REQUIRE REGISTRATION OF A DEPOSITED PLAN OF SURVEY PURSUANT TO SECTION 114 OF THE REAL PROPERTY ACT 1919.
12504-241	ON	NB	NIL	DISPOSAL OF ANY LOTS IN DP 455119 MAY REQUIRE REGISTRATION OF A DEPOSITED PLAN OF SURVEY PURSUANT TO SECTION 114 OF THE REAL PROPERTY ACT 1919.
12516-194	ON	NB	NIL	DISPOSAL OF ANY LOTS IN DP 455121 MAY REQUIRE REGISTRATION OF A DEPOSITED PLAN OF SURVEY PURSUANT TO SECTION 114 OF THE REAL PROPERTY ACT 1919.
12524-119	ON	NB	NIL	DISPOSAL OF ANY LOTS IN DP 455122 MAY REQUIRE REGISTRATION OF A DEPOSITED PLAN OF SURVEY PURSUANT TO SECTION 114 OF THE REAL PROPERTY ACT 1919.
12524-119	ON	NB	NIL	DISPOSAL OF ANY LOTS IN DP 455123 MAY REQUIRE REGISTRATION OF A DEPOSITED PLAN OF SURVEY PURSUANT TO SECTION 114 OF THE REAL PROPERTY ACT 1919.
12510-230	ON	NB	NIL	DISPOSAL OF ANY LOTS IN DP 455124 MAY REQUIRE REGISTRATION OF A DEPOSITED PLAN OF SURVEY PURSUANT TO SECTION 114 OF THE REAL PROPERTY ACT 1919.
				DISPOSAL OF ANY LOTS IN DP MAY REQUIRE REGISTRATION OF A DEPOSITED PLAN OF SURVEY PURSUANT TO SECTION 114 OF THE REAL PROPERTY ACT 1919.
				DISPOSAL OF ANY LOTS IN DP MAY REQUIRE REGISTRATION OF A DEPOSITED PLAN OF SURVEY PURSUANT TO SECTION 114 OF THE REAL PROPERTY ACT 1919.
				DISPOSAL OF ANY LOTS IN DP MAY REQUIRE REGISTRATION OF A DEPOSITED PLAN OF SURVEY PURSUANT TO SECTION 114 OF THE REAL PROPERTY ACT 1919.

PLANNING CERTIFICATE

Issued under Section 10.7(2)
Environmental Planning and Assessment Act 1979

Applicant

Piggot Stinson
G Shop 3
10 Barrack Street
SYDNEY NSW 2000

Applicant Reference: PC10.7-2023-3603

Administration

Amount Paid: \$156.00
Receipt No: D000310525
Receipt Date: 18/05/2023

Certificate Number: PC2023/0453

Description of Land

2-6 Burton Street
BOGGABRI NSW 2382

Lots 11-12 DP 455115,
Lots 6-9 Sec 34 DP 758128

Assessment Number: 00782-00000000

Owner

Rational Nutrition Pty Ltd
P O Box 77
BOGGABRI NSW 2382

NOTE: The following information is provided pursuant to Section 10.7(2) of the *Environmental Assessment Act 1979* as prescribed by Schedule 2 of the *Environmental Planning and Assessment Regulation 2021* and is applicable to the subject land as of the date of this certificate.

1 Names of relevant planning instruments and DCPs

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

Local Environmental Plan (LEP)

Narrabri Local Environmental Plan 2012

State Environmental Planning Policy (SEPP)

- **State Environmental Planning Policy (Exempt and Complying Development Codes) 2008**
- **State Environmental Planning Policy (Planning Systems) 2021**
- **State Environmental Planning Policy (Biodiversity and Conservation) 2021**
- **State Environmental Planning Policy (Resilience and Hazards) 2021**
- **State Environmental Planning Policy (Transport and Infrastructure) 2021**
- **State Environmental Planning Policy (Industry and Employment) 2021**
- **State Environmental Planning Policy (Resources and Energy) 2021**
- **State Environmental Planning Policy (Primary Production) 2021**
- **State Environmental Planning Policy (Precincts - Eastern Harbour City) 2021**
- **State Environmental Planning Policy (Precincts - Central River City) 2021**
- **State Environmental Planning Policy (Precincts - Western Parkland City) 2021**
- **State Environmental Planning Policy (Precincts – Regional) 2021**
- **State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004**

Development Control Plans

- **DCP Landfill Development**
- **DCP Notification Policy**
- **DCP Outdoor Advertising**
- **DCP Parking Code**
- **DCP Subdivision Code**
- **DCP Transportable Homes**
- **DCP Water Supply to Buildings**
- **DCP Drainage to Buildings**
- **DCP Building Line**
- **DCP Encroachment onto Public Roads**
- **DCP Building near Sewer and Stormwater mains**

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

Nil

(3) *Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—*

- (a) *it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or*
- (b) *for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.*

Note: In this section— proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan

2 Zoning and land use under relevant LEPs

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

- (a) *the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone R1"),*

E4 General Industrial

- (b) *the purposes for which development in the zone---*
- (i) *may be carried out without development consent,*

Building identification signs; Environmental protection works; Roads; Water reticulation systems

- (ii) *may not be carried out except with development consent,*

Depots; Freight transport facilities; Garden centres; General industries; Goods repair and reuse premises; Hardware and building supplies; Industrial retail outlets; Industrial training facilities; Landscaping material supplies; Light industries; Local distribution premises; Neighbourhood shops; Oyster aquaculture; Plant nurseries; Rural supplies; Take away food and drink premises; Tank-based aquaculture; Timber yards; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4

- (iii) *is prohibited,*

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Centre-based child care facilities; Charter and tourism boating facilities; Commercial premises; Community facilities; Correctional centres; Eco-tourist facilities; Educational establishments; Entertainment facilities; Environmental facilities; Exhibition homes; Exhibition villages; Farm buildings; Forestry; Function centres; Health services facilities; Helipads; Highway service centres; Home businesses; Home occupations; Home occupations (sex services); Home-based child care; Information and education facilities; Jetties; Marinas; Mooring pens; Passenger transport facilities; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Residential accommodation; Respite day care centres; Restricted premises; Stock and sale yards; Tourist and visitor accommodation; Veterinary hospitals; Water recreation structures; Wharf or boating facilities

- (c) *whether additional permitted uses apply to the land,*

Additional uses do not apply to this land.

- (d) *whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,*

Nil

- (e) *whether the land is in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016,*

The land isn't in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*.

- (f) *whether the land is in a conservation area, however described.*

The land isn't in a conservation area.

(g) whether an item of environmental heritage (however described) is situated on the land.

There isn't an item of environmental heritage situated on the land.

3 Contribution plans

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans

- **Narrabri Shire Section 7.11 Contributions Plan**
- **Narrabri Shire Section 7.12 Fixed Development Consent Levies Contributions Plan**

Note: Both contribution plans apply to the zone, but the imposition of each Plan is dependent upon the type of development proposed.

Note: There are also Developer Servicing Plans that may be applicable for water and sewer contributions which may apply to the land.

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

No

4 Complying Development

(1) If the land is land on which complying development may be carried out under each of the complying development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

Yes

If **yes** complying development may be carried out under the following Codes:

- **Part 3d Inland Code**
- **Part 4 Housing Alterations Code**
- **Part 4a General Development Code**
- **Part 5 Industrial and Business Alterations Code**
- **Part 5a Industrial and Business Buildings Code**
- **Part 6 Subdivisions Code**
- **Part 7 Demolition Code**
- **Part 8 Fire Safety Code**

Note: The opportunity for complying development to be carried out under each of these Codes may be restricted where the land is a flood control lot, within a bushfire prone area or subject to other site or zoning constraints. For more information about complying development visit the *SEPP (Exempt and Complying Development Codes) 2008* at <https://legislation.nsw.gov.au/view/html/inforce/current/epi-2008-0572>

(2) If **no** complying development may not be carried out on the land because of the provisions of clauses 1.17A (c) and (d) and 1.19 of the *SEPP*, the reasons why it may not be carried out under that clause are:

Not applicable

(3) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Not applicable

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

Not applicable

5 Exempt development

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

Yes

If **yes** the development may be carried out under Part 2 Division 1 of the SEPP (Exempt and Complying Development Codes)

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

Not applicable

- (3) *If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—*

- (a) *a restriction applies to the land, but it may not apply to all of the land, and*

Not applicable

- (b) *the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.*

Not applicable

- (c) *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

- (1) *Whether the council is aware that—*

- (a) *an affected building notice is in force in relation to the land,*

The Council Isn't aware that an affected building notice is in force in relation to the land

- (b) *a building product rectification order is in force in relation to the land that has not been fully complied with,*

The Council Isn't aware that a building product rectification order is in force in relation to the land

- (c) *a notice of intention to make a building product rectification order given in relation to the land is outstanding.*

The Council Isn't aware of a notice of intention to make a building product rectification order.

- (2) *In this section—*
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.

7 Land reserved for acquisition

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

Nil

8 Road widening and road realignment

Whether the land is affected by any road widening or road realignment under:

- (a) the Roads Act 1993, Part 3, Division 2, or
- (b) any environmental planning instrument, or
- (c) any resolution of the council.

No

9 Flood related development controls information

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

No

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

Yes

- 3) *In this clause –*
Flood planning area has the same meaning as in the Floodplain Development Manual.
Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.
Probable maximum flood has the same meaning as in the Floodplain Development Manual.

10 Council and other public authority policies on hazard risk restrictions

- (1) *Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.*

No

(2) *In this section—*

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.*

11 Bush fire prone land

None of the subject land is identified as being bushfire prone land, as designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3.

12 Loose-fill asbestos insulation

If the land includes residential premises, within the meaning of the Home Building Act 1989, Part 8, Division 1A, that are listed on the Register kept under that Division.

The land does not include 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.

13 Mine subsidence

Whether the land is declared to be a mine subsidence district, within the meaning of the Coal Mine Subsidence Compensation Act 2017.

The land isn't declared to be in a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017.

14 Paper subdivision information

(1) *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

(2) *The date of any subdivision order that applies to the land –*

No

NOTE: *Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.*

15 Property vegetation plans

If the land is land to which a property vegetation plan approved and in force under of the Native Vegetation Act 2003 Part 4 applies (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).

The Council Isn't been notified of a property vegetation plan under the Native Vegetation Act 2003 applicable to the land.

Note: This advice is based on information provided to the Council.

16 Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the Biodiversity Conservation Act 2016, Part 5 (but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust

Note. Biodiversity stewardship agreements include biobanking agreements under the Threatened Species Conservation Act 1995, Part 7A that are taken to be biodiversity stewardship agreements under the Biodiversity Conservation Act 2016, Part 5.

Council has not been notified by the Biodiversity Conservation Trust that *the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the Biodiversity Conservation Act 2016, Part 5*

17 Biodiversity certified land

If the land is biodiversity certified land under the Biodiversity Conservation Act 2016, Part 8.

Note: Biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016.

Council has no records that the land is biodiversity certified land under the Biodiversity Conservation Act 2016 Part 8.

18 Orders under Trees (Disputes Between Neighbours) Act 2006

The Council **has not** been notified of an order made under the Trees (Disputes Between Neighbors) Act 2006 to carry out work in relation to a tree on the land.

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

Not applicable.

20 Western Sydney Aerotropolis

Not applicable.

21 Development consent conditions for seniors housing

If State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land, 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).

Not applicable

22 Site compatibility certificates and development consent conditions for affordable rental housing

There is no current site compatibility certificate (affordable rental housing) of which the council is aware, in respect of proposed development on the land.

There has been no development consent granted by Council for affordable rental housing on the land.

Contaminated Land Management Act 1997

Note. The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

- (a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

Not Applicable

Council has no record that the land is significantly contaminated land at the date or the issue of this certificate.

- (b) that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,

Council has no record that the land is subject to a management order within the meaning of that Act at the date of the issue of this certificate.

- (c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued,

Council has no record that the land is the subject of an approved voluntary management proposal within the meaning of that Act at the date of the issue of this certificate.

- (d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,

Council has no record that the land is the subject of an ongoing maintenance order within the meaning of that Act at the date of the issue of this certificate.

- (e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

Council has no record that the land is the subject of a site audit statement within the meaning of that Act at the date of the issue of this certificate.

Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009

Note. Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the council is provided with a copy of the exemption or authorisation by the Co-ordinator General under that Act.

Council is not aware of any exemption under section 23 or authorization under section 24 of the Act.

Section 10.7(5) Additional Information

The following information is provided in accordance with Section 10.7(5) of the *Environmental Planning and Assessment Act 1979*:

Tree Preservation Order

Is the land affected by a Tree Preservation Order? No

Private Native Forestry Plan

Council has not been notified of any Private Native Forestry Plan (PNF Plan) by Local Land Services on land subject to this planning certificate.

Obstacle Limitation Surface Map

The subject lot **isn't** on land shown on the Obstacle Limitation Surface Map for Narrabri Airport within the meaning of Section 6.3 of the Narrabri Local Environmental Plan 2012.

Offset Conservation Agreement

The land **isn't** subject to an offset conservation agreement entered under *Part 5.20 of the Biodiversity Conservation Act 2016* or *Part 4.12 of the National Parks and Wildlife Act 1974*.

Note: For further information about the registered dealing on title please contact NSW Land Registry Services.

Contaminated Land Management Act 1997

This land **has not** been notified by the EPA as being potentially contaminated.

Note: This additional information is provided in good faith but is not warranted or represented to be all of the relevant information of which the Council may be aware concerning contamination affecting the land. You must make all relevant enquiries about these matters and circumstances affecting the land and must not rely on the additional information provided as to the existence or non-existence of any relevant matter or circumstance.

Development Consents

Has any Development Consent been granted with respect to the land within previous two (2) years? No

Note: Council shall not incur any liability in respect of any advice provided in good faith pursuant to subsection (5)



Günther Weidenmann
Development Planner

Date of Certificate: 29 May 2023

Our Reference: DD2023/0242
Your Reference: 230560
Contact Name: Günther Weidenmann
Telephone: (02) 6799 6866

Pigott Stinson Lawyers
Level 3/10 Barrack Street
SYDNEY NSW 2000

22 May 2023



Dear Sir/Madam,

Re: Application for Legal Certificates



Further to application for Drainage Diagram as requested by you for **Lots 6-9 Sec 34 DP 758128 & Lots 11-12 DP 455115** being **2-6 Burton Street, BOGGABRI NSW 2382**.

Please be advised:

- **Council advises no record of Sewer Diagram/s for the above property could be located.**
- **Services Diagram including the subject lot attached for your information.**

If you require further assistance, please contact Günther Weidenmann in the Planning and Environment Department on (02) 6799 6866.

Yours faithfully,

Günther Weidenmann
Development Planner


Narrabri Shire Council
46 - 48 Maitland Street
PO Box 251, Narrabri NSW 2390


P. (02) 6799 6866
F. (02) 6799 6888


E. council@narrabri.nsw.gov.au
www.narrabri.nsw.gov.au

