

# Contract for sale and purchase of land – Bonnars Lane, Coleambally NSW 2707

Dated

**Ricegrowers Limited** ABN 55 007 481 156 (“**vendor**”)

ABN (“**purchaser**”)

(“**Guarantor**”)

**King & Wood Mallesons**

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Tower B  
7 London Circuit  
Canberra ACT 2601  
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# Contract for the sale and purchase of land 2019 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>eCOS ID:</b> 74756221	<b>NSW DAN:</b>
vendor's agent	Anthony Mannes PO Box 48 Coleambally NSW 2707		Phone: 0447 002 601 Fax: Ref:
co-agent			
vendor	Ricegrowers Limited ABN 55 007 481 156 57 Yanco Avenue, Leeton NSW 2705		
vendor's solicitor	King & Wood Mallesons NICTA Building 7 London Circuit Canberra ACT 2601		Phone: 02 62176124 Fax: 02 62176999 Ref: 606-0056665
date for completion	20 January 2021	(clause 15)	Email: susannah.trigg@au.kwm.com
land (address, plan details and title reference)	BONNARS LANE COLEAMBALLY 2707  Lot 12 in DP 262397, Lot 1 in DP44580, Lot 8 in DP262397, Lot 1 in DP44551 and Lot 7 in DP262397		
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: As described at Schedule 3		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> 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"/> blinds <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input checked="" type="checkbox"/> other: As described at Schedule 3
exclusions	As described at Schedule 3
purchaser	
purchaser's solicitor	Phone: Fax: Ref:
price	\$    Email:
deposit	\$    (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)

buyer's agent

\_\_\_\_\_  
**vendor**

<b>GST AMOUNT (optional)</b> The price includes  GST of: \$
--

\_\_\_\_\_  
**witness**

\_\_\_\_\_  
**purchaser**     JOINT TENANTS

tenants in common

\_\_\_\_\_  
 in unequal shares    **witness**

**Choices**

Vendor agrees to accept a **deposit-bond** (clause 3)  NO  yes

**Nominated Electronic Lodgment Network (ELN)** (clause 30): \_\_\_\_\_

**Electronic transaction** (clause 30)  no  YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):

**Tax information (the parties promise this is correct as far as each party is aware)**

**Land tax** is adjustable  NO  yes

**GST:** Taxable supply  NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply  NO  yes

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

- not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- GST-free because the sale is the supply of a going concern under section 38-325
- GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an **GSTRW payment** (GST residential withholding payment)  NO  yes (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.

**GSTRW payment (GST residential withholding payment) – further 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 email address:

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

**HOLDER OF STRATA OR COMMUNITY TITLE 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 any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) 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 Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any 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 section 66X of the *Conveyancing Act 1919* and 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 at any time before 5 pm on—
  - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
  - (b) the fifth business day after the day on which the contract was made—in any other case.
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 section 66W of the Act, 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 section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and 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, Stock and Business 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:
 

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning, Industry and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land &amp; Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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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. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
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)

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>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>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<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>document of title</i>	document relevant to the title or the passing of title;
<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 by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<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>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"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<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 by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<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).

## 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 giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.



- 2.7 If the vendor accepts a bond or guarantee 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 this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *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 16.7.
- 3.9 The vendor must give the purchaser the *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 the *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 the *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 the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

### 4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of 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 benefited.

### 5 Requisitions

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

### 6 Error or misdescription

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

## 7 Claims by purchaser

*Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *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 purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *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.

## 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.
- 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 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.
- 14.6 *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 –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 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).
- 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 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.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 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.
- 16.6 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**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 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
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 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.
- 16.13 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.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *-serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 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; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 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 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 - 3) 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.

**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 s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 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 14.5 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 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own 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 –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
  - 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 form of 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 The vendor must give a proper covenant to produce where relevant.
- 25.9 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.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General 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 14.1.
- 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 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 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
- 30.3.2 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 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
  - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within* 7 days of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and
- 30.9.3 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.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* 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*.
- 30.13 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 –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be 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 comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 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 –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                              |   |
|------------------------------|---|
| <i>adjustment figures</i>    | details of the adjustments to be made to the price under clause 14;   |
| <i>certificate of title</i>  | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;  |
| <i>completion time</i>       | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;   |
| <i>conveyancing rules</i>    | the rules made under s12E of the Real Property Act 1900;  |
| <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>ECNL</i>                  | the Electronic Conveyancing National Law (NSW);   |
| <i>effective date</i>        | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;  |
| <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 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>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>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<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>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<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> .

### 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 The purchaser must –
- 31.2.1 at least 5 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 clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 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 clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 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.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

# Signing page

DATED: \_\_\_\_\_

**EXECUTED** by **RICEGROWERS LIMITED ABN 55 007 481 156** in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by authority of its directors:

.....  
Signature of director

.....  
Name of director (block letters)

.....  
Signature of director/company secretary\*  
\*delete whichever is not applicable

.....  
Name of director/company secretary\* (block letters)  
\*delete whichever is not applicable

**EXECUTED** by in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by authority of its directors:

.....  
Signature of director

.....  
Name of director (block letters)

.....  
Signature of director/company secretary\*  
\*delete whichever is not applicable

.....  
Name of director/company secretary\* (block letters)  
\*delete whichever is not applicable

**SIGNED, SEALED AND DELIVERED** by \_\_\_\_\_ in the presence of:

.....  
Signature of witness

.....  
Name of witness (block letters)

.....  
Signature of

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# These are the additional clauses to the contract for the sale and purchase of land

**Between:** Ricegrowers Limited ABN 55 007 481 156 **(as vendor)**  
**and:** ABN **(as purchaser)**  
**and:** **(as Guarantor)**  
**Dated:**

---

## 32 Definitions and interpretation

### 32.1 Definitions

Unless the contrary intention appears, these meanings apply:

**Controller** has the meaning it has in the Corporations Act.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Costs** includes costs, charges and expenses, including those incurred in connection with advisers and any legal costs on a full indemnity basis.

**Date for Completion** means 20 January 2021.

**Disclosure Material** means any information, document or material attached to or forming part of this contract.

**Encumbrance** means any security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power or title retention or flawed deposit arrangement and any "security interest" as defined in sections 12(1) or (2) of the PPSA, or any agreement to create any of them or allow them to exist.

**Environment** includes:

- (a) ecosystems and their constituent parts, including people and communities;
- (b) natural and physical resources;
- (c) the qualities and characteristics of locations, places and areas;
- (d) heritage values of places; and
- (e) the social, economic and cultural aspects of any of the things described in paragraphs (a) to (d).

**Environmental Law** means any law relating to the Environment, including:

- (a) a law relating to land use, planning, environmental assessment, heritage, water catchments, pollution of air or waters, noise, soil or water contamination, chemicals and hazardous substances, the ozone layer, waste, dangerous goods, building regulation, occupation of buildings and fire safety, public health, work health and safety, noxious trades and any aspect of the protection of the Environment, or the enforcement or administration of any of those laws; and
- (b) a cause of action at law or which gives rise or may give rise to equitable relief or which results or may result in an award of damages, costs or compensation, where any aspect of the cause of action concerns directly or indirectly the Environment or the health or safety of persons.

**Environmental Liability** means any liability which arises directly or indirectly in connection with any contamination caused by any solid, liquid, gas, odour, heat, sound, vibration, radiation or substance which makes or may make the property unsafe or unfit for habitation or occupation by humans or otherwise environmentally degraded, including the following:

- (a) all Costs associated with undertaking any remediation of the property whether or not ordered or required by an authority;
- (b) any compensation or other monies that an authority requires to be paid to any person under any Environmental Law for any reason;
- (c) all Costs incurred in complying with any Environmental Law; and
- (d) any claim made in connection with any contamination of the property.

**FIRB Act** means the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

**GST** has the meaning it has in the GST Act.

**GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

A person is **Insolvent** if:

- (a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act);
- (b) it is in liquidation, in provisional liquidation, under administration or wound up or has had a Controller appointed to its property;
- (c) it is subject to any arrangement (including a deed of company arrangement or scheme of arrangement), assignment, moratorium, compromise or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other parties to this contract);
- (d) an application or order has been made (and in the case of an application which is disputed by the person, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of the things described in any of the above paragraphs;

- (e) it is taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand;
- (f) it is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act (or it makes a statement from which another party to this contract reasonably deduces it is so subject);
- (g) it is otherwise unable to pay its debts when they fall due; or
- (h) something having a substantially similar effect to any of the things described in the above paragraphs happens in connection with that person under the law of any jurisdiction.

**Interest Rate** means, for the daily balance of each overdue amount, the rate 4% per annum above the 2 month Bank Bill Swap Mid Rate on the due date for payment (as made available to the public by ASX Benchmarks Pty Limited, or any other person who takes over the administration of that rate) or, if that rate is not available, another rate set by the vendor in good faith.

**North Bonnars Lane** means Lot 8 in DP262397, Lot 1 in DP44551 and Lot 7 in DP262397.

**PPSA** means the *Personal Property Securities Act 2009* (Cth).

**Property certificate** has the meaning it has in the *Conveyancing (Sale of Land) Regulation 2017* (NSW).

**Purchaser Warranties** means the purchaser's warranties set out in Schedule 1.

**South Bonnars Lane** means Lot 12 in DP 262397 and Lot 1 in DP44580.

**Standard Terms** means the standard clauses of the Law Society of New South Wales and the Real Estate Institute of New South Wales contract for the sale and purchase of land 2018 edition forming part of this contract.

**Tax Act** means the *Income Tax Assessment Act 1997* (Cth).

**Titles Office** means the office responsible for the registration of dealings and the administration of titles in the State or Territory in which the property is located.

**Water Access Licence** means WAL11756 issued under the *Water Act 1912* (NSW) and related approval 40CA403539 under the *Water Management Act 2000* (NSW) granted in respect of Lot 1 in DP44580 and Lot 12 in DP262397.

## 32.2 General interpretation

Headings are for convenience only and do not affect interpretation. Unless the contrary intention appears, in this contract:

- (a) labels used for definitions are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and vice versa;
- (c) a reference to "this contract" is a reference to the contract constituted by the front pages, the Standard Terms, these additional clauses and each schedule and annexure;
- (d) a reference to a document (including this contract) includes any agreement or other legally enforceable arrangement created by it

(whether the document is in the form of an agreement, deed or otherwise);

- (e) a reference to a document (including this contract) also includes any variation, replacement or novation of it;
- (f) the meaning of general words is not limited by specific examples introduced by “including”, “for example”, “such as” or similar expressions;
- (g) a reference to “**person**” includes an individual, a body corporate, a partnership, a joint venture, an unincorporated association and an authority or any other entity or organisation;
- (h) a reference to a particular person includes the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (i) a reference to a time of day is a reference to Sydney time;
- (j) a reference to dollars, \$ or A\$ is a reference to the currency of Australia;
- (k) a reference to “**law**” includes common law, principles of equity and legislation;
- (l) a reference to any legislation includes any consolidations, amendments, re-enactments or replacements of any of them;
- (m) an agreement, representation or warranty in favour of 2 or more persons is for the benefit of them jointly and each of them individually;
- (n) an agreement, representation or warranty by 2 or more persons binds them jointly and each of them individually;
- (o) a reference to a group of persons is a reference to any 2 or more of them jointly and to each of them individually;
- (p) a reference to any thing (including an amount) is a reference to the whole and each part of it;
- (q) if a party must do something under this contract on or by a given day and it is done after 5.00pm on that day, it is taken to be done on the next day;
- (r) a reference to accounting standards is a reference to accounting standards, principles and practices generally accepted in the relevant place, consistently applied;
- (s) a reference to an accounting term in an accounting context is a reference to that term as it is used in relevant accounting standards.

### **32.3 Inconsistent documents**

If a provision of these additional clauses is inconsistent with a provision of the Standard Terms, the provisions of these additional clauses prevail to the extent of the inconsistency.

### **32.4 Property**

References to the *property* are a reference to, severally:

- (a) North Bonnars Lane including any improvements and inclusions but excluding the exclusions in accordance with this contract; and

- (b) South Bonnars Lane including any improvements and inclusions but excluding the exclusions in accordance with this contract.

### 32.5 Price

- (a) References to the *price* are a reference to the price on the front page of this contract.

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## 33 Standard Terms

### 33.1 Amendments to Standard Terms

Clauses 1 to 31 of the Standard Terms are amended as follows:

- (a) delete clauses 2.9, 5.1, 5.2.1, 5.2.3, 7.1.1, 8.2, 12.1, 12.2.1, 13, 15, 16.1, 16.2, 17.2, 23, 24, 25, 26, 27, 28, 29 and 31;
- (b) in clause 1, delete the definition of “bank” and replace with:

“*bank* the Reserve Bank or a corporation which, on completion, is listed on the Australian Prudential Regulatory Authority’s website under “Australian-owned Banks”;
- (c) in clause 1, delete the definition of “clearance certificate”;
- (d) delete clause 4.3 and replace with:

“The purchaser may not:

  - (a) *serve* a form of transfer where the purchaser is not the transferee; or
  - (b) direct the vendor to sign this form of transfer.”;
- (e) in clause 4.4, delete “benefited” and replace with “or authority benefited and the land burdened”;
- (f) delete the first line of clause 7.1 and replace with:

“The vendor can *rescind* (and need not establish reasonable grounds for doing so) if in the case of claims that are not claims for delay - ”;
- (g) in clause 7.2.1, delete “10%” and replace with “2.5%”;
- (h) in clause 7.2.2, delete “clause 2.9” and replace with “clause 34 (“Investment of deposit)”;
- (i) delete clause 7.2.6 and replace with:

“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 held and the interest earned on it (less bank charges and taxes) is to be paid to the vendor.”;

- (j) delete the first line of clause 10.1 and replace with:
- “The purchaser cannot make a claim or *requisition* or delay completion or *rescind* or *terminate* in respect of - ”;
- (k) delete clause 10.1.8 and replace with:
- “any easement, positive covenant or restriction on use the existence of any of which is disclosed in this contract or any non-compliance with the easement, positive covenant or restriction on use; or”;
- (l) in clause 10.1.9, delete “substance” and replace with “existence”;
- (m) in clause 14.2, delete “The” and replace with “*Normally*, the”;
- (n) in clause 14.4.1, insert “, the registered proprietor” after “vendor”;
- (o) in clause 16.5, delete “, plus another 20% of that fee”;
- (p) in clause 16.7.1, second dot point, insert “under clause 31” after “*remittance amount* payable”;
- (q) in clause 16.7.1, third dot point, insert “under clause 13.13” after “*RW payment*”; and
- (r) delete clause 20.6.5 and replace with:
- “served if it is sent by:
- fax to the *party’s solicitor*, unless it is not received (and a notice is taken to have been received at the time shown in the transmission report that the whole fax was sent); or
  - email to the *party’s solicitor* (and a notice is taken to have been received:
    - when the sender receives an automated message confirming delivery; or
    - 4 hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that delivery failed,
- whichever happens first.”; and
- (s) in clause 30, insert the following clauses at the end:
- “30.17 Each *party* must do everything reasonably necessary to assist the other *party* to trace and identify the recipient of any mistaken payment made where completion takes place in the *Electronic Workspace* and to recover the mistaken payment.
- 30.18 A *party* is not a default under this contract to the extent it is prevented from complying with an obligation because the other *party* or the other *party’s* mortgagee has not done something in the *Electronic Workspace*.”

30.19 A party cannot exercise any rights under this contract or at law to terminate during the time the *Electronic Workspace* is locked for completion.”

### **33.2 Italicised words**

Words used in this contract which are defined in clause 1 have the meaning given to them in that clause even if those words are not italicised.

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## **34 Investment of deposit**

### **34.1 Direction to depositholder**

The purchaser authorises the vendor to direct the depositholder:

- (a) to lodge the deposit as soon as practicable after the contract date with a bank nominated by the vendor in an interest bearing trust account at call in the depositholder’s name as stakeholder; and
- (b) to withdraw the deposit and pay the interest earned in accordance with this contract.

### **34.2 Interest on deposit**

If this contract is completed, interest on the deposit (after deduction of bank fees and charges) belongs to the vendor and the purchaser in equal shares.

If this contract is terminated or rescinded, interest on the deposit (after deduction of bank fees and charges) belongs to the party who is entitled to the deposit.

### **34.3 Risk of deposit**

The deposit is invested at the risk of the party who becomes entitled to it.

### **34.4 Tax file numbers**

The parties must give the depositholder their tax file numbers on or before the date the deposit is invested.

The parties acknowledge that if a party does not provide its tax file number to the depositholder before the deposit is invested, then tax may be deducted from its share of interest on the deposit.

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## **35 Completion**

### **35.1 Date for Completion**

The parties must complete this contract on or before the Date for Completion.

### **35.2 Notice to complete**

If a party is entitled to serve a notice to complete, then 14 days from the day the notice is served is a reasonable period to allow for completion in that notice. A shorter period is allowed if that shorter period is reasonable.

### **35.3 Additional documents on completion**

On completion, in addition to the other things the vendor must give the purchaser under this contract, the vendor must give the purchaser:

- (a) any transfer, form or notice necessary to transfer any statutory licence or right (such as a business name) to be transferred to the purchaser under this contract; and
- (b) to the extent not already provided or made available to the purchaser, the following documents in the vendor's possession or control (which may be provided by leaving them on the property at completion):
  - (i) any survey and building plans for the property;
  - (ii) any certificates and approvals from authorities relating to the property, including plant and equipment included in the sale;
  - (iii) any licences or permits given by any person or authority relating to the property, including in connection with the use or occupation of the property or activities in the property; and
  - (iv) reports and operating manuals relating to any plant and equipment included in the sale.

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## **36 Payment of interest**

### **36.1 Completion after the Date for Completion**

If the purchaser completes this contract but does not do so on or before the Date for Completion, then on completion the purchaser must pay to the vendor interest at the Interest Rate on:

- (a) the balance of the price;
- (b) any other amount payable by the purchaser to the vendor under this contract; and
- (c) half of the deposit,

calculated on a daily basis, from the Date for Completion to and including the date of completion.

### **36.2 Delay caused by vendor**

The purchaser need not pay interest under clause 36.1 ("Completion after the Date") for any period that the purchaser's failure to complete is caused solely by the vendor.

### **36.3 Default interest**

If the purchaser need not otherwise pay interest under this contract on an amount payable to the vendor, then it must pay interest at the Interest Rate on that amount from when it becomes due for payment, during the period that it remains unpaid, calculated on daily balances. The purchaser must pay interest under this clause on demand.



### **36.4 Essential term**

Payment of interest in accordance with this clause 36 is an essential term of this contract.

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## **37 Purchaser Warranties and acknowledgments**

### **37.1 Purchaser Warranties**

The purchaser warrants to the vendor that each of the Purchaser Warranties is correct in all material respects.

### **37.2 Repetition**

The Purchaser Warranties are taken to be made on the contract date and also made at completion.

### **37.3 Disclosure Material**

The purchaser acknowledges and agrees that:

- (a) the vendor has made the Disclosure Material available to the purchaser;
- (b) it has examined the Disclosure Material and has satisfied itself in connection with the matters arising from or relating to it;
- (c) neither the vendor nor any person acting on its behalf, makes any representation or warranty about any Disclosure Material (including as to its accuracy, currency, reliability or completeness); and
- (d) unless this contract expressly states otherwise, neither the vendor nor any person acting on its behalf, assumes liability for anything contained in (or omitted from) the Disclosure Material.

### **37.4 Purchaser's due diligence**

The purchaser acknowledges and agrees that:

- (a) it has had the opportunity to carry out a due diligence on the property and has satisfied itself in connection with the matters arising from it;
- (b) it has relied on its own due diligence, investigation and enquiries in connection with all matters which affect or which may affect the property, including:
  - (i) the nature, condition, quality or state of repair of the property, including any dilapidation, infestation or defect (patent or latent) which may affect the property;
  - (ii) the use and purposes for which the property can be put;
  - (iii) the suitability or fitness of the property for any purpose;
  - (iv) whether the property complies with any laws (including Environmental Laws) and requirements of any authority, and any non-compliance;
  - (v) the benefits and obligations relating to the property;

- (vi) the financial return or income to be derived at any time from the property and expenses that may be incurred in connection with the property;
  - (vii) the means or adequacy of access to the property;
  - (viii) the zoning and planning restrictions on the property;
  - (ix) the presence of asbestos or hazardous substances or contamination in, on or under the property or which affects the property in any way;
  - (x) the existence of any claim, grant, notice, order or declaration in connection with native title;
  - (xi) the condition, existence (or non-existence) or availability of services; and
  - (xii) any fixtures or their ownership; and
- (c) neither the vendor nor any person acting on its behalf, makes any representation or warranty about any matter which affects or which may affect the property.

### **37.5 “As is, where is” basis of sale**

The purchaser accepts the property in its present condition and state of repair (including fencing in accordance with clause 40) and otherwise on an “as is, where is” basis.

### **37.6 Purchaser accepts Environmental Liability**

To the extent the law permits, the purchaser, from the contract date:

- (a) accepts all Environmental Liability relating to or arising from the property;
- (b) without limiting clause 37.7 (“No claim or action”), must not at any time, take any action or make any claim against the vendor for any Environmental Liability;
- (c) releases the vendor from, and agrees the vendor is not liable for, any Environmental Liability relating to or arising from the property; and
- (d) indemnifies the vendor against, and must reimburse and compensate it for, any liability or loss arising from, and any Costs incurred connection with any Environmental Liability relating to or arising from the property.

### **37.7 No claim or action**

Unless this contract expressly states otherwise, the purchaser may not make a claim, requisition or objection, delay completion, rescind or terminate because of:

- (a) anything described in clauses 37.3 (“Disclosure Material”), 37.4 (“Purchaser’s due diligence”) or 37.5 (“As is, where is” basis of sale”);
- (b) any thing described pursuant to clause 38 (“Inclusions and exclusions”) as an excluded item but remaining on the property as at the Date of Completion;

- (c) the purchaser not obtaining a building information certificate before completion;
- (d) anything which arises directly or indirectly from or relates to the condition of the property on or before completion; or
- (e) the quality of any items included in the sale.

### **37.8 No reliance**

The purchaser acknowledges and agrees that it has entered into this contract without relying on the vendor or any person acting on its behalf or on any representation, warranty, statement, undertaking or conduct of any kind made by any of them.

### **37.9 Exclusion of terms**

All terms, conditions, warranties and statements (whether express, implied, written, oral, collateral, statutory or otherwise) are excluded and the vendor disclaims all liability in connection with them, to the maximum extent the law permits.

### **37.10 No requisitions**

Without limiting clause 37.7 ("No claim or action") and to the extent the law permits, the purchaser may not make a requisition on, or objection to, the title of the property or a requisition or objection arising out of this contract.

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## **38 Inclusions and exclusions**

### **38.1 Items included in sale**

Except for the items in clause 38.5 ("Excluded items"), all chattels, fixtures and fittings on the property at the contract date are included in the sale including the items listed in clause 1 of Schedule 3.

### **38.2 Purchaser accepts inclusions**

The purchaser accepts the items included in the sale in their state of repair and condition at the contract date.

### **38.3 Vendor not liable**

The vendor is not liable for, and the purchaser releases the vendor from, liability or loss arising from, and Costs incurred in connection with, damage to, mechanical breakdown of, or fair wear and tear to, the items included in the sale which occur after the contract date, unless caused by the vendor's negligence.

### **38.4 No formal delivery**

The vendor need not give formal delivery of the items included in the sale but must leave them at the property on completion.

### **38.5 Excluded items**

The items excluded from the sale are all chattels, fixtures and fittings which are:

- (a) not owned by the vendor; or

- (b) otherwise specifically excluded from the sale and listed in clause 2 of Schedule 3.

### **38.6 Licence to enter**

If any exclusions remain on the property on or after completion, the vendor (or its authorised representatives) may enter on to the property for the purpose of removing those exclusions.

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## **39 Building information certificate**

### **39.1 Vendor does not have building information certificate**

The vendor does not have a building information certificate issued in accordance with Division 6.7 of the *Environmental Planning and Assessment Act 1979* (NSW) for the improvements on the land.

### **39.2 Purchaser may not have property inspected**

The purchaser may not have the property inspected to obtain a building information certificate.

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## **40 Fencing**

The property is sold as fenced and no requisition, claim or demand for compensation will be made by the purchaser should any boundary be improperly or inadequately fenced or should any boundary fence not be on its correct boundary or should there be any give and take fence and no objection shall be made by the purchaser to existing arrangements in respect of give and take fences.

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## **41 Water Access Licence**

- (a) The purchaser acknowledges that the vendor is the holder of the Water Access Licence.
- (b) The purchaser must deliver to the vendor a transfer form in respect of the Water Access Licence from the vendor to the purchaser in registrable form and signed by the purchaser not later than ten Business Days prior to the Date for Completion.
- (c) At Completion, if the purchaser has performed all its obligations under this contract, the vendor will deliver to the purchaser the transfer form of the Water Access Licence executed by the vendor in registrable form.
- (d) The purchaser may not:
  - (i) call upon the vendor to attend to, register, amend, rectify or do anything else, or bear the costs of so doing; or
  - (ii) make any requisition or objection, claim compensation or refuse or delay payment of the Price under this contract,

in respect of the Water Access Licence.

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## **42 GST**

### **42.1 Definitions and interpretation**

For the purposes of this clause 40:

- (a) words and phrases which have a defined meaning in the GST Act have the same meaning when used in this clause 40, unless the contrary intention appears; and
- (b) each periodic or progressive component of a supply to which section 156-5(1) of the GST Act applies is to be treated as if it were a separate supply.

### **42.2 GST exclusive**

Unless this contract expressly states otherwise, all consideration to be provided under this contract is exclusive of GST.

### **42.3 Payment of GST**

- (a) If GST is payable, or notionally payable, on a supply made in connection with this contract, the party providing the consideration for the supply agrees to pay to the supplier an additional amount equal to the amount of GST payable on that supply ("**GST Amount**").
- (b) Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time as the GST-exclusive consideration for the supply, or the first part of the GST-exclusive consideration for the supply (as the case may be), is payable or is to be provided.
- (c) This clause does not apply to the extent that the consideration for the supply is expressly stated to include GST or the supply is subject to a reverse-charge.

### **42.4 Adjustment events**

If an adjustment event arises for a supply made in connection with this contract, the GST Amount must be recalculated to reflect that adjustment, the supplier or the recipient (as the case may be) agree to make any payments necessary to reflect the adjustment and the supplier agrees to issue an adjustment note.

### **42.5 Reimbursements**

Any payment, indemnity, reimbursement or similar obligation that is required to be made under this contract which is calculated by reference to an amount paid by another party must be reduced by the amount of any input tax credits which the other party (or the representative member of any GST group of which the other party is a member) is entitled. If the reduced payment is consideration for a taxable supply, clause 42.3 ("Payment of GST") applies to the reduced payment.

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## **43 Foreign resident capital gains withholding**

### **43.1 Clearance Certificate given by vendor**

The purchaser acknowledges and agrees that:

- (a) the vendor has given to the purchaser a Clearance Certificate on or before the contract date;

- (b) the purchaser is not required to pay a Withholding Amount; and
- (c) the purchaser may not withhold a Withholding Amount from the price payable on completion to the vendor.

#### **43.2 Definitions and interpretation**

For the purposes of this clause 43:

- (a) all section references are to those provisions of Schedule 1 to the *Taxation Administration Act 1953* (Cth);
- (b) “**Clearance Certificate**” means a certificate issued by the Commissioner under section 14-220 that applies to the vendor and is for a period covering the time the vendor gives the certificate to the purchaser;
- (c) “**Commissioner**” means the Commissioner of Taxation of Australia; and
- (d) “**Withholding Amount**” means an amount that the purchaser is required to pay to the Commissioner, determined in accordance with section 14-200(3).

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### **44 Stamp duty**

The purchaser:

- (a) must pay or reimburse all stamp duty and similar taxes payable or assessed as being payable in connection with this contract or any other transaction contemplated by this contract (including any fees, fines, penalties and interest in connection with any of those amounts); and
- (b) indemnifies the vendor against, and agrees to reimburse and compensate it for, any liability in respect of stamp duty under clause 44(a).

The purchaser must pay amounts due to the vendor under this clause within 3 business days of demand from the vendor.

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### **45 Discharge of PPSA registrations**

If there is an Encumbrance over the property registered on the Personal Property Securities Register, the vendor must ensure that a financing change statement is registered to end the registration in respect of the property only if the property constitutes all the collateral which is subject to the registration (for example, because all the collateral within the collateral class specified in the registration is being released). The purchaser agrees not to issue an amendment demand in connection with any registration in respect of which the property does not constitute all the collateral which is subject to the registration.

---

### **46 Confidential information**

#### **46.1 Confidentiality**

Each party agrees not to disclose information provided by any other party (including the existence or contents of this contract and the Disclosure Material) except:

- (a) information that is publicly available;
- (b) to any person in connection with an exercise of rights or a dealing, or proposed dealing, with rights or obligations in connection with this contract;
- (c) to officers, employees, agents, contractors, legal and other advisers and auditors of any party;
- (d) in the case of the purchaser, use of the Disclosure Material after completion in connection with the ownership and management of the property;
- (e) with the consent of the party who provided the information (such consent not to be unreasonably withheld); or
- (f) any disclosure the disclosing party reasonably believes is required by any law, securities exchange or rating agency.

Each party consents to disclosures made in accordance with this clause.

#### **46.2 Preserve confidentiality**

Where disclosure of information is permitted under clauses 46.1(b), 46.1(c), 46.1(d) or 46.1(e), the disclosing party must use all reasonable endeavours to:

- (a) preserve the confidentiality of the information; and
- (b) ensure that the person to whom the information is disclosed retains the confidentiality of the information.

#### **46.3 Continuing obligations**

This clause 46 continues after this contract, or any obligation arising under it, ends.

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### **47 Additional rights of termination**

#### **47.1 Insolvency**

If the purchaser becomes Insolvent, the vendor may terminate this contract by serving a notice on the purchaser's solicitor and the vendor may exercise its rights under clause 9 of this contract.

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### **48 General**

#### **48.1 Attached documents**

The purchaser acknowledges that if documents or copies of documents were attached to this contract other than by the vendor, the person attaching them did so as agent for the vendor.

#### **48.2 Vendor's disclosure**

The vendor discloses everything in each document annexed or attached to this contract, whether or not the document is referred to in this contract.

### **48.3 Caveats**

If at completion a caveat affects the title to the property (other than a caveat referred to in clause 48.4 ("Purchaser's caveat"), the purchaser may not require the vendor to have the caveat withdrawn but must accept a withdrawal of the caveat so far as it affects the property, if it is in the prescribed form and the vendor allows the lodgement fees to the purchaser.

### **48.4 Purchaser's caveat**

If a caveat lodged by the purchaser or by any person claiming through the purchaser affects the title to the property at completion, then the purchaser may not require the vendor to have that caveat withdrawn or give a withdrawal of caveat, and must complete this contract despite the caveat.

### **48.5 Service**

Despite clause 20.6, any document under or relating to this contract to be served on the vendor must be delivered to the vendor at its solicitor's address set out on page 1 of this contract.

### **48.6 Entire agreement**

This contract constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

### **48.7 Indemnity**

The purchaser indemnifies the vendor against, and agrees to reimburse and compensate it for, any liability or loss arising from, and any Costs incurred in connection with the purchaser not complying with any of its obligations under this contract or a representation, warranty or statement made, or taken to be made, by or on behalf of the purchaser in this contract being incorrect or misleading (including by omission) when made or taken to be made.

The amounts payable under this clause include any liability or loss and any Costs of the kind referred to in this indemnity which are incurred by the vendor's officers, employees, agents or contractors.

The purchaser agrees to pay amounts due under this clause within 3 business days of demand from the vendor.

### **48.8 Indemnities and reimbursement obligations**

Any indemnity, reimbursement, payment or similar obligation in this contract:

- (a) is a continuing obligation despite the satisfaction of any payment or other obligation in connection with this contract, any settlement or any other thing (including completion);
- (b) is independent of any other obligations under this contract or any other document; and
- (c) continues after this contract, or any obligation arising under it, ends.

It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity in connection with this contract.



## **48.9 Continuing clauses**

Each representation, warranty and other clause in this contract which is capable of having effect after completion continues despite completion.

## **48.10 Variation and waiver**

A provision of this contract, or right, power or remedy created under it, may not be varied or waived except in writing signed by the party to be bound.

## **48.11 Counterparts**

This contract may consist of a number of copies, each signed by one or more parties to it. If so, the signed copies are treated as making up a single document.

## **48.12 Further steps**

The purchaser must do anything (such as obtaining consents, signing and producing documents, producing receipts and getting documents completed and signed), which the vendor asks and considers necessary to bind the purchaser and any other person intended to be bound under this contract.

## **48.13 Assignment or other dealings**

The purchaser may not assign or otherwise deal with its rights under this contract or allow any interest in them to arise or be varied without the written consent of the vendor.

## **48.14 Remedies cumulative**

The rights, powers and remedies of the vendor in connection with this contract are in addition to other rights, powers and remedies given in any other document or by law independently of this contract.

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# **49 Guarantee and indemnity**

## **49.1 Consideration**

The Guarantor acknowledges that the vendor:

- (a) enters into this contract at the request of the Guarantor; and
- (b) is acting in reliance on the Guarantor incurring obligations and giving rights under this Guarantee.

## **49.2 Guarantee**

- (a) The Guarantor unconditionally and irrevocably guarantees to the vendor the purchaser's compliance with the purchaser's obligations in connection with this contract, including each obligation to pay money.
- (b) The Guarantor agrees to comply with those obligations on demand from the vendor (including an obligation to pay money) as if it were the principal obligor if:
  - (i) the purchaser does not comply with those obligations on time and in accordance with this contract (including an obligation to pay money);

- (ii) an obligation the purchaser would otherwise have under this contract (including an obligation to pay money) is found to be void, voidable or unenforceable; or
- (iii) an Ipso Facto Event occurs. An “**Ipso Facto Event**” means the purchaser is the subject of an announcement, application, compromise, arrangement, the appointment of a managing controller, or administration as described in section 415D(1), 434J(1) or 451E(1) of the Corporations Act or any process which under any law with a similar purpose may give rise to a stay on, or prevention of, the exercise of contractual rights.

A demand may be made whether or not the vendor has made demand on the purchaser.

### **49.3 Indemnity**

The Guarantor indemnifies the vendor against, and agrees to reimburse and compensate the vendor for, any liability or loss arising, and any Costs it incurs, if:

- (a) an obligation the purchaser or the Guarantor would otherwise have under this contract (including an obligation to pay money) is found to be void, voidable or unenforceable;
- (b) a representation or warranty by the purchaser in this contract is found to have been incorrect or misleading (including by omission) when made or taken to be made; or
- (c) a liquidator disclaims this contract.

The Guarantor agrees to pay amounts due under this indemnity on demand from the vendor.

### **49.4 Extent of guarantee and indemnity**

Each of the guarantee in clause 49.2 (“Guarantee”) and the indemnity in clause 49.3 (“Indemnity”) is a continuing obligation despite any intervening payment, settlement or other thing (including completion) and extends to all of the purchaser’s obligations in connection with this contract. The Guarantor waives any right it has of first requiring the vendor to make demand, commence proceedings or enforce any other right against the purchaser or any other person before claiming from the Guarantor under this Guarantee.

### **49.5 Acknowledgment**

The Guarantor acknowledges that before signing this contract, and incurring obligations and giving rights under this Guarantee, it:

- (a) was given a copy of this contract (and all documents giving rise to an obligation of the purchaser in connection with this contract) and had full opportunity to consider their provisions; and
- (b) made itself aware of the financial position of the purchaser and any other person who guarantees any of the purchaser’s obligations in connection with this contract.

### **49.6 Rights of the vendor are protected**

Rights given to the vendor under this Guarantee, and the Guarantor’s liabilities under it, are not affected by any act or omission or any other thing which might

otherwise affect them under law or otherwise. For example, those rights and liabilities are not affected by:

- (a) any act or omission:
  - (i) varying or replacing in any way and for any reason any agreement or arrangement under which the obligations guaranteed under clause 49.2 ("Guarantee") are expressed to be owing;
  - (ii) releasing the purchaser or giving the purchaser a concession (such as more time to pay);
  - (iii) releasing any person who gives a guarantee or indemnity in connection with any of the purchaser's obligations;
  - (iv) by which a person becomes a Guarantor after the contract date;
  - (v) by which the obligations of any person who guarantees any of the purchaser's obligations (including under this Guarantee) may become unenforceable;
  - (vi) by which any person who was intended to guarantee any of the purchaser's obligations does not do so, or does not do so effectively; or
  - (vii) by which a person who is co-surety or co-indemnifier is discharged under an agreement or by operation of law;
- (b) a person dealing in any way with this contract, including this Guarantee;
- (c) the death, mental or physical disability, or Insolvency of any person including the Guarantor or the purchaser;
- (d) changes in the membership, name or business of any person;
- (e) acquiescence or delay by the vendor or any other person; or
- (f) a liquidator disclaiming this contract.

#### **49.7 No merger**

This Guarantee does not merge with or adversely affect, and is not adversely affected by, any of the following:

- (a) any other guarantee, indemnity, Encumbrance or other right, power or remedy to which the vendor is entitled; or
- (b) a judgment which the vendor obtains against the Guarantor, the purchaser or any other person in connection with this contract.

The vendor may still exercise its rights under this Guarantee as well as under the judgment, guarantee, indemnity, Encumbrance or the right, power or remedy.

#### **49.8 Guarantor's rights are suspended**

As long as any obligation is required, or may be required, to be complied with in connection with this contract, the Guarantor may not, without the vendor's written consent:

- (a) reduce its liability under this Guarantee by claiming that it or the purchaser or any other person has a right of set-off or counterclaim against the vendor;
- (b) claim or exercise any right to claim, to be entitled (whether by way of subrogation or otherwise) to the benefit of another guarantee, indemnity (or another assurance against loss similar to a guarantee or indemnity) or Encumbrance given in connection with this contract or any other amount payable under this Guarantee;
- (c) claim an amount from the purchaser, or another guarantor (including a person who has signed this contract as a "Guarantor"), under a right of indemnity or contribution; or
- (d) claim an amount in the Insolvency of the purchaser or of another guarantor of any of the purchaser's obligations (including a person who has signed this contract as a "Guarantor").

This clause continues after this Guarantee ends.

#### **49.9 Reinstatement of rights**

Under law relating to Insolvency, a person may claim that a transaction (including a payment) in connection with this contract (including this Guarantee) is void or voidable. If a claim is made and upheld, conceded or compromised, then:

- (a) the vendor is immediately entitled as against the Guarantor to the rights in connection with this contract (including this Guarantee) to which it was entitled immediately before the transaction; and
- (b) on request from the vendor, the Guarantor agrees to do anything (including signing any document) to restore to the vendor any Encumbrance (including this Guarantee) held by it from the Guarantor immediately before the transaction.

The Guarantor's obligations under this clause are continuing obligations, independent of the Guarantor's other obligations under this Guarantee and continue after this Guarantee ends.

#### **49.10 Extent of Guarantor's obligations**

If more than one person is named as "Guarantor", each of them is liable for all the obligations under this Guarantee both individually and jointly with any one or more other persons named as "Guarantor".

#### **49.11 Dealing with interests**

The vendor may assign or otherwise deal with its rights under this Guarantee in any way it considers appropriate. If the vendor does this, the Guarantor may not claim against any assignee (or any other person who has an interest in this Guarantee) any right of set-off or other rights the Guarantor has against the vendor.

#### **49.12 Costs**

The Guarantor agrees, within 5 business days of demand, to pay or reimburse the vendor's Costs of exercising, enforcing or preserving rights, powers or remedies (or considering doing so) in connection with this Guarantee, or doing anything in connection with any enquiry by an authority involving the Guarantor, its assets, this Guarantee or anything in connection with them.

The Guarantor agrees to pay for anything that it agrees to do under this Guarantee.

#### **49.13 Obligation to pay interest**

The Guarantor agrees to pay interest on any amount under this Guarantee which:

- (a) is not paid on the due date for payment; and
- (b) is not otherwise incurring interest.

The interest accrues daily from (and including) the due date to (but excluding) the date of actual payment and is calculated on actual days elapsed and a year of 365 days.

The Guarantor agrees to pay interest under this clause on demand from the vendor.

#### **49.14 Rate of interest**

The rate of interest applying to the daily balance of each overdue amount is the Interest Rate.

#### **49.15 Compounding**

Interest accrued but which has not been paid under clause 49.13 ("Obligation to pay interest") is added to the overdue amount at the end of each period of 30 days (or any other period the vendor reasonably chooses). The first period begins on (and includes) the date for payment of the overdue amount. Interest is payable on the increased overdue amount at the rate set out in clause 49.14 ("Rate of interest") and in the manner set out in clause 49.13 ("Obligation to pay interest").

#### **49.16 Payments**

The Guarantor agrees to make payments under this Guarantee to the vendor (or to a person nominated by the vendor in a notice to the Guarantor):

- (a) in full without set-off or counterclaim, and without any deduction; and
- (b) in the currency in which the payment is due, and otherwise in Australian dollars, in immediately available funds.

#### **49.17 Essential term**

The Guarantor's compliance with its obligations under this Guarantee is an essential term of this contract.

#### **49.18 Guarantor to sign contract**

The purchaser agrees to ensure that the Guarantor signs this contract as Guarantor. The purchaser's obligation under this clause is an essential term of this contract.

#### **49.19 Each signatory bound**

This Guarantee binds each person who signs this contract as Guarantor even if another person who was intended to sign as Guarantor does not sign it or is not bound by it.

# Contract for sale and purchase of land – Bonnars Lane, Coleambally NSW 2707

## Schedule 1 Purchaser Warranties

---

### 1 General

- (a) The purchaser (where a corporation) has been incorporated or formed in accordance with the laws of its place of incorporation or formation, is validly existing under those laws and has power and authority to own its assets.
- (b) The purchaser has power to enter into this contract, to comply with its obligations under it and exercise its rights under it.
- (c) The entry by the purchaser (where a corporation) into, its compliance with its obligations and the exercise of its rights under, this contract do not and will not conflict with:
  - (i) its constituent documents or cause a limitation on its powers or the powers of its directors to be exceeded;
  - (ii) any law binding on or applicable to it or its assets; or
  - (iii) any document binding on or applicable to it or its assets or constitute a review event, event of default, termination, cash cover requirement, prepayment or similar event (each however described) under any such document.
- (d) The purchaser has in full force and effect each authorisation necessary for it to enter into this contract, to comply with its obligations and exercise its rights under it, and to allow them to be enforced.
- (e) The purchaser's obligations under this contract are valid and binding and are enforceable against it in accordance with its terms. The purchaser benefits by entering into this contract.
- (f) The purchaser is not Insolvent or bankrupt.
- (g) There is no current, pending or (to the purchaser's knowledge, having made due enquiry), threatened proceeding, investigation or claim affecting the purchaser or any of its assets before a court, authority, commission or arbitrator in which a decision against it is likely.
- (h) Unless this contract expressly states otherwise, the purchaser does not enter into this contract or hold any asset as trustee.

---

### 2 FIRB

Either:

- (a) the FIRB Act does not apply to the acquisition of the property; or
- (b) if the FIRB Act applies to the acquisition of the property, either:

- (i) the Treasurer (or his delegate) has provided a written no objection notification to the transaction contemplated by this contract either without conditions or with conditions acceptable to the purchaser and the vendor, (each acting reasonably); or
- (ii) following notice of the proposed acquisition of the property having been given by the purchaser to the Treasurer under the FIRB Act, the Treasurer has ceased to be empowered to make any order under Part 3 of the FIRB Act because the applicable time limit on making orders and decisions under the FIRB Act has expired.

---

## **3 Trustee**

### **3.1 Trustee warranties**

Where the purchaser enters into this contract as the trustee of a Trust:

- (a) The purchaser is the only trustee of the Purchaser Trust.
- (b) No action has been taken or proposed to remove the purchaser as trustee of the Purchaser Trust.
- (c) True copies of the Purchaser Trust deed and other documents relating to the Purchaser Trust have been provided to the vendor and disclose all the terms of the Purchaser Trust.
- (d) The purchaser has power under the terms of the Purchaser Trust to enter into and comply with its obligations under this contract including the power to purchase the property.
- (e) The purchaser has carefully considered the purpose of this contract and considers that entry into this contract is for the benefit of the beneficiaries of the Purchaser Trust, whose consents (if necessary) have been obtained, and that the terms of this contract are fair and reasonable.
- (f) The purchaser has a right to be fully indemnified out of the Purchaser Trust assets in respect of obligations incurred by it under this contract.
- (g) The assets of the Purchaser Trust are sufficient to satisfy that right of indemnity and all other obligations in respect of which the purchaser has a right to be indemnified out of the Purchaser Trust assets.
- (h) The purchaser is not in default under the terms of the Purchaser Trust.
- (i) No action has been taken or proposed to terminate the Purchaser Trust.

---

## **4 Agent**

The purchaser has not been introduced to the sale of the property directly or indirectly by any agent other than the vendor's agent or the co-agent referred to in this contract.

# Contract for sale and purchase of land – Bonnars Lane, Coleambally NSW 2707

## Schedule 2 Attachments

**Documents** (a copy of each of the following documents is attached - some copies are required by legislation)

<b>Document</b>	<b>Attachments</b>
Property certificates	“A”
Deposited Plan	“B”
Section 10.7 planning certificate	“C”
Sewerage infrastructure letter	“D”
NSW water licence interest search	“E”



# Attachment A – Property Certificates



FOLIO: 7/262397

SEARCH DATE	TIME	EDITION NO	DATE
13/10/2020	5:42 PM	6	11/5/2010

LAND

LOT 7 IN DEPOSITED PLAN 262397  
AT DUDERBANG  
LOCAL GOVERNMENT AREA MURRUMBIDGEE  
PARISH OF COLEAMBALLY COUNTY OF BOYD  
TITLE DIAGRAM DP262397

FIRST SCHEDULE

RICEGROWERS LIMITED (CN AF295968)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- \* 2 LAND EXCLUDES THE ROAD(S) SHOWN IN THE TITLE DIAGRAM
- \* 3 AF227679 MORTGAGE TO CBA CORPORATE SERVICES (NSW) PTY LTD

NOTATIONS

NOTE: THIS FOLIO MAY BE ASSOCIATED WITH A CROWN TENURE WHICH IS  
SUBJECT TO PAYMENT OF AN ANNUAL RENT. FOR FURTHER DETAILS CONTACT  
CROWN LANDS.

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*



FOLIO: 1/44580

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
13/10/2020	5:41 PM	6	11/5/2010

LAND

-----

LOT 1 IN DEPOSITED PLAN 44580  
LOCAL GOVERNMENT AREA MURRUMBIDGEE  
PARISH OF COLEAMBALLY COUNTY OF BOYD  
TITLE DIAGRAM DP44580

FIRST SCHEDULE

-----

RICEGROWERS LIMITED (CN AF295968)

SECOND SCHEDULE (2 NOTIFICATIONS)

-----

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE MEMORANDUM S700000A
- \* 2 AF227679 MORTGAGE TO CBA CORPORATE SERVICES (NSW) PTY LTD

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*



FOLIO: 1/44551

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
13/10/2020	5:41 PM	8	11/5/2010

LAND

-----

LOT 1 IN DEPOSITED PLAN 44551  
LOCAL GOVERNMENT AREA MURRUMBIDGEE  
PARISH OF COLEAMBALLY COUNTY OF BOYD  
TITLE DIAGRAM DP44551

FIRST SCHEDULE

-----

RICEGROWERS LIMITED (CN AF295968)

SECOND SCHEDULE (2 NOTIFICATIONS)

-----

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE MEMORANDUM S700000B
- \* 2 AF227679 MORTGAGE TO CBA CORPORATE SERVICES (NSW) PTY LTD

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*



FOLIO: 12/262397

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
13/10/2020	5:41 PM	6	11/5/2010

LAND

-----

LOT 12 IN DEPOSITED PLAN 262397  
AT DUDERBANG  
LOCAL GOVERNMENT AREA MURRUMBIDGEE  
PARISH OF COLEAMBALLY COUNTY OF BOYD  
TITLE DIAGRAM DP262397

FIRST SCHEDULE

-----

RICEGROWERS LIMITED (CN AF295968)

SECOND SCHEDULE (3 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- \* 2 LAND EXCLUDES THE ROAD(S) SHOWN IN THE TITLE DIAGRAM
- \* 3 AF227679 MORTGAGE TO CBA CORPORATE SERVICES (NSW) PTY LTD

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*



FOLIO: 8/262397

SEARCH DATE	TIME	EDITION NO	DATE
13/10/2020	5:42 PM	7	11/5/2010

LAND

LOT 8 IN DEPOSITED PLAN 262397  
AT DUDERBANG  
LOCAL GOVERNMENT AREA MURRUMBIDGEE  
PARISH OF COLEAMBALLY COUNTY OF BOYD  
TITLE DIAGRAM DP262397

FIRST SCHEDULE

RICEGROWERS LIMITED (CN AF295968)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- \* 2 LAND EXCLUDES THE ROAD(S) SHOWN IN THE TITLE DIAGRAM
- \* 3 AF227679 MORTGAGE TO CBA CORPORATE SERVICES (NSW) PTY LTD

NOTATIONS

NOTE: THIS FOLIO MAY BE ASSOCIATED WITH A CROWN TENURE WHICH IS  
SUBJECT TO PAYMENT OF AN ANNUAL RENT. FOR FURTHER DETAILS CONTACT  
CROWN LANDS.

UNREGISTERED DEALINGS: NIL

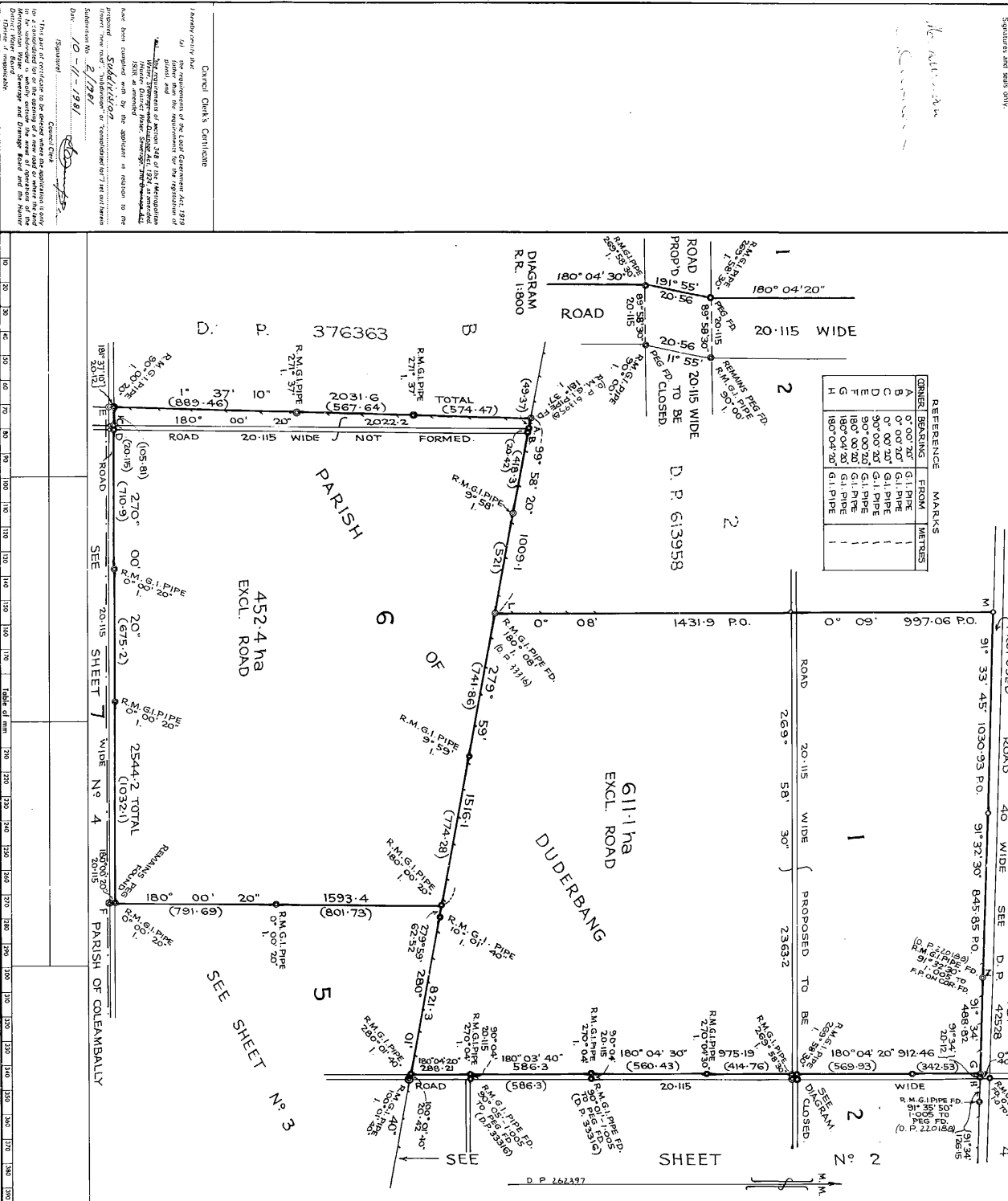
\*\*\* END OF SEARCH \*\*\*

## Attachment B – Deposited Plan



PLAN FORM 2

Signatures and seals only.



M.P.D.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SURVEYOR'S REFERENCE R.P. 4003

**General Clerk's Certificate**  
 I hereby certify that the requirements of the Land Government Act, 1919 (other than the requirements for the registration of a plan) have been complied with by the applicant in relation to the proposed subdivision of the land described in the instrument of subdivision and that the instrument is a valid instrument of subdivision for the purposes of the Act.  
 Dated: 16/11/1981  
 Signature: [Signature]

**Surveyor's Declaration**  
 I, Bruce Richard Davies, Under Secretary for Lands and Registrar General for New South Wales, certify that this document is a photograph made as a permanent record of a document in my custody this day.  
 17th December, 1981

Office Use Only

D.P. 262397

Register ref: 16-12-1981

CA: N° 2/1981 OF 10-11-1981

Plan System: TORRENS

Purpose: SUBDIVISION

Sub: PARISHES

Ref Map: (P. 220180)

Last Plan: (P. 436757)

D.P. 613958

PLAN OF SUBDIVISION OF LOTS C1, C2, D1 & D2 IN F.P. 436757 AND LOT 3 IN D.P. 613958

Reduction Ratio: 1:12500

Lengths are in metres.

Local: DUDERBANG

Parish: DUDERBANG AND COLEAMBALLY

County: BOYD

This is sheet 1 of my plan: 4 sheets

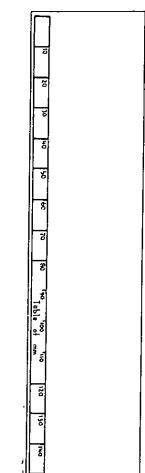
Deposited under Section 47 of the Land Act, 1919, at the office of the Registrar General, Sydney, New South Wales, on the 16th day of November, 1981.

Signature: [Signature]

Surveyor registered under Section 47 of the Land Act, 1919, at the office of the Registrar General, Sydney, New South Wales, on the 16th day of November, 1981.

Panel for use only for statements of intention, easements, drainage, reserves, easements or restrictions as to use.

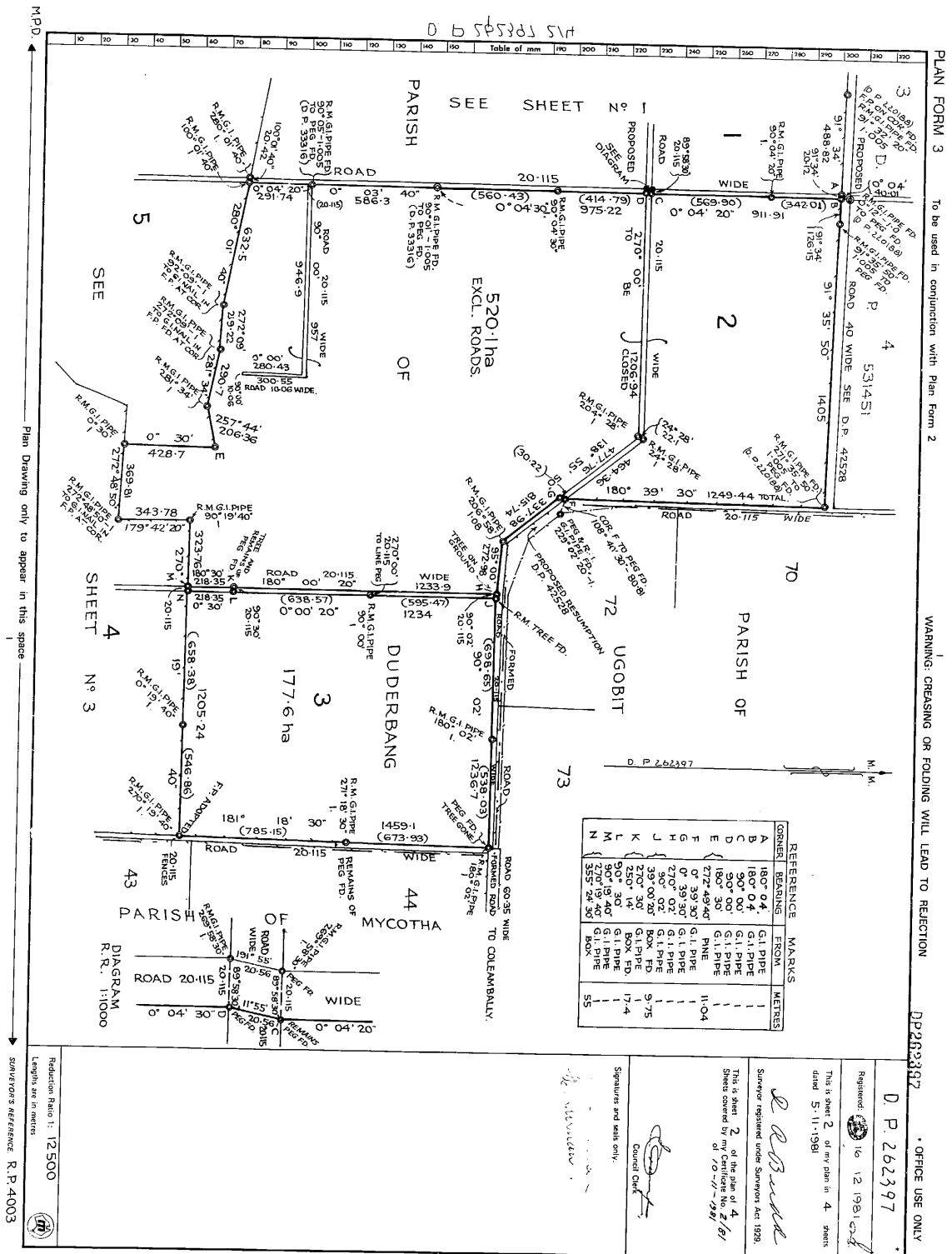
1



1, Bruce Richard Davies, Under Secretary for Lands and Registrar General for New South Wales, certify that this document is a photograph made as a permanent record of a document in my custody this day.  
 17th December, 1981

D.P. 262397





CONTR.	BEARING	FROM	MARKS	METRES
A	180° 04'	G.I. PIPE	1	1
B	180° 04'	G.I. PIPE	1	1
C	300° 00'	G.I. PIPE	1	1
D	300° 00'	G.I. PIPE	1	1
E	180° 30'	G.I. PIPE	1	1
F	272° 49' 40"	PINE	1	1
G	0° 39' 30"	G.I. PIPE	1	1
H	0° 39' 30"	G.I. PIPE	1	1
I	270° 02'	G.I. PIPE	1	1
J	39° 00' 20"	G.I. PIPE	1	1
K	270° 30'	G.I. PIPE	1	1
L	250° 14'	G.I. PIPE	1	1
M	90° 30'	G.I. PIPE	1	1
N	270° 15' 40"	G.I. PIPE	1	1
	355° 24' 30"	G. BOX	1	1
			55	

PLAN FORM 3  
 To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP262397

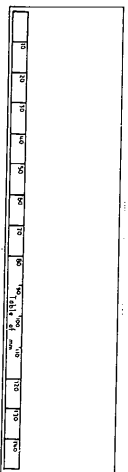
OFFICE USE ONLY

D.P. 262397

Registered: 16 12 1961  
 This is sheet 2 of my plan in 4 sheets  
 dated 5-11-1981

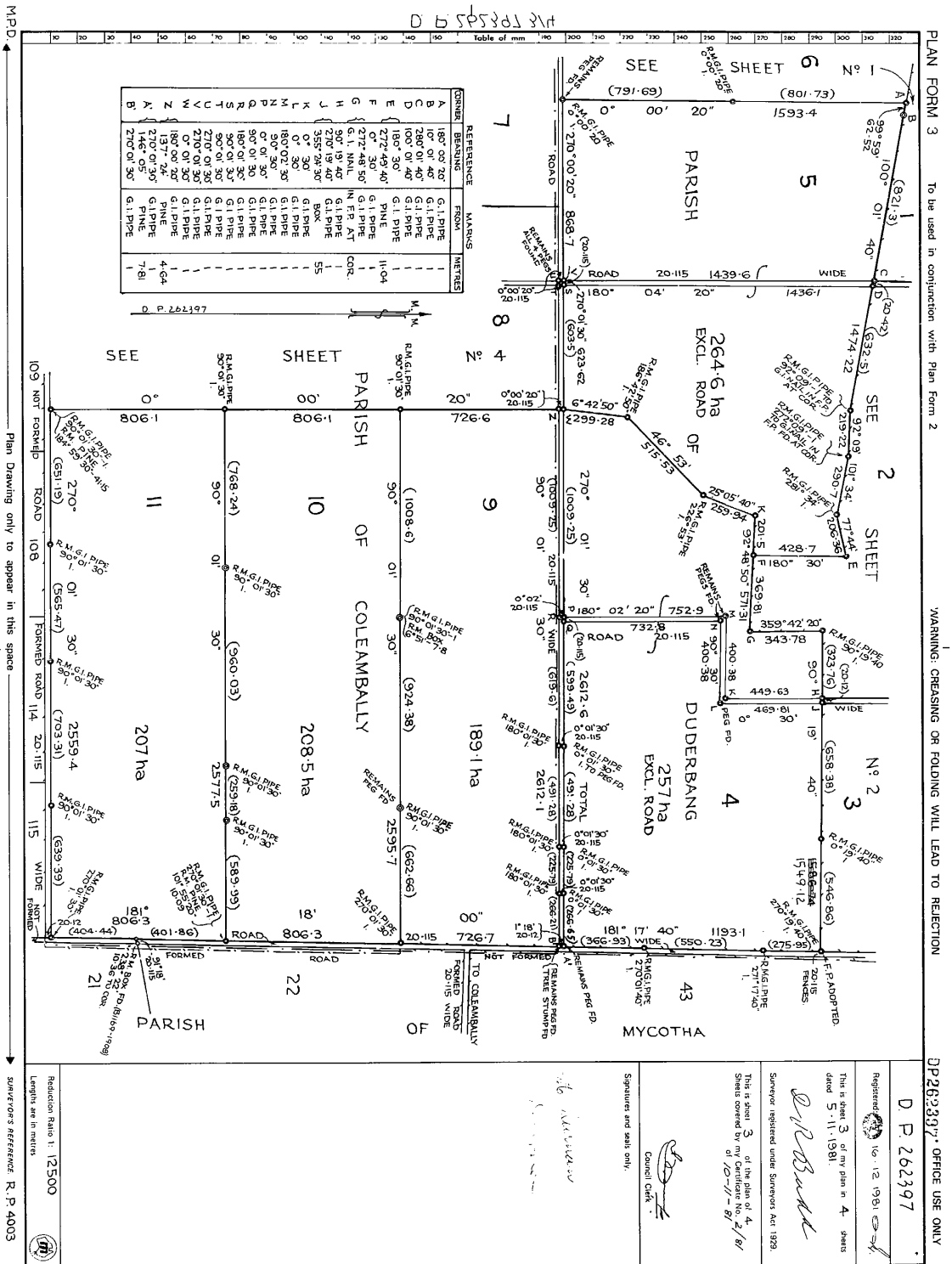
Surveyor registered under Surveyors Act 1929.  
 This is sheet 2 of my plan of 4 sheets covered by my Certificate No. 27/81  
 of 10-7-1981

Surveyors and seals only.  
 Council Clerk



I, Bruce Richard Davies, Under Secretary for Lands and Registrar General for New South Wales, certify that this document is a photograph made as a permanent record of a document in my custody this day.  
 17th December, 1981

Reduction Ratio 1: 12500  
 Lengths are in metres  
 SURVEYOR'S REFERENCE R.P. 4003



Plan Drawing only to appear in this space

I, Bruce Richard Davies, Under Secretary for Lands and Registrar-General, do hereby certify that this document is a photograph made of a permanent record of a document in my custody this day.

17th December, 1981

PLAN FORM 3 To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

DP 262397 OFFICE USE ONLY

D.P. 262397

Registered 16.12.1981  
 This is sheet 3 of any plan in 4 sheets dated 5.11.1981

Surveyor registered under Surveyors Act 1923

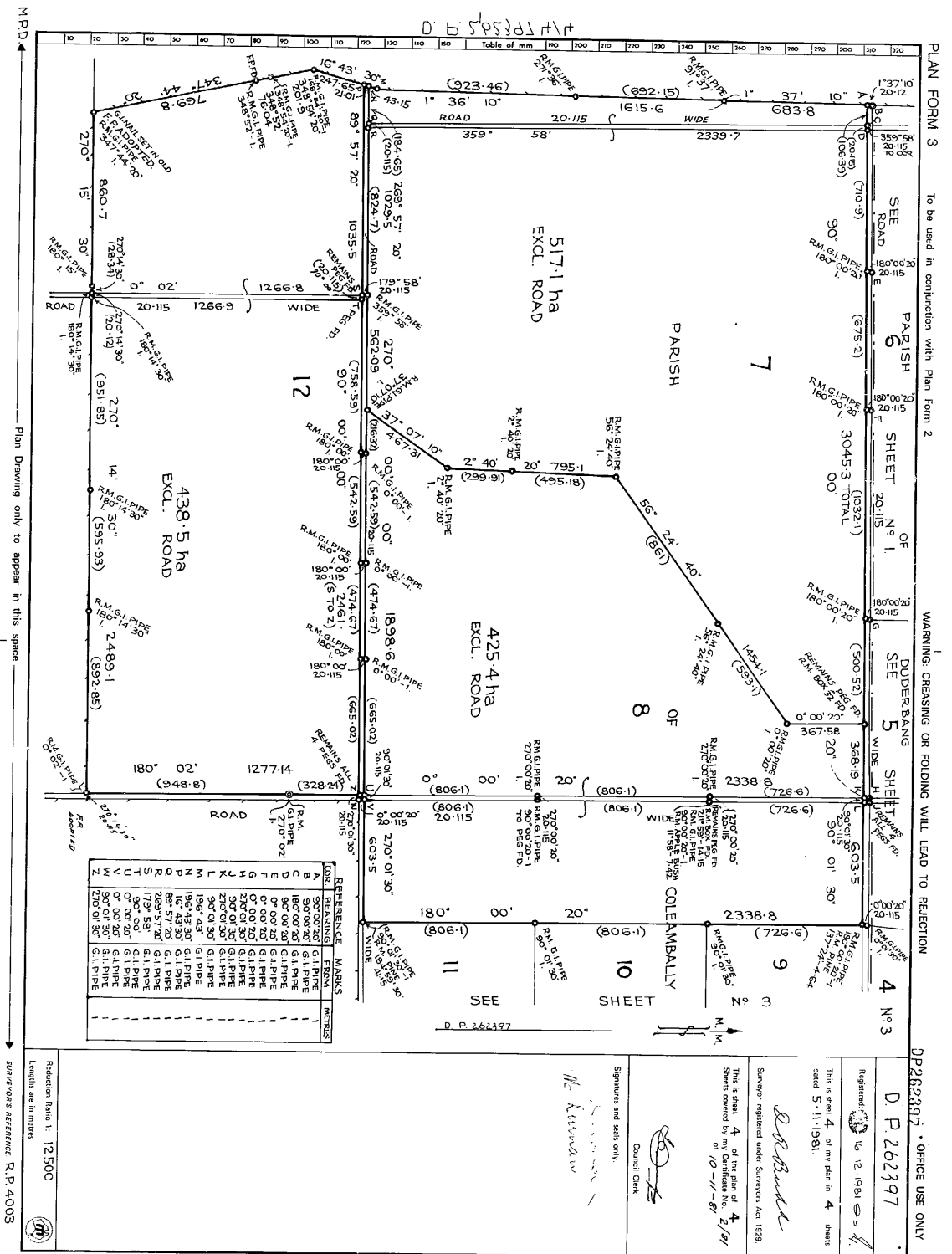
This is sheet 3 of the plan of 4 sheets covered by Certificate No. 87/87

Signatures and seals only.  
 Council Clerk

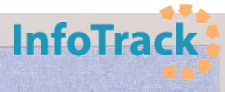
Reduction Ratio 1: 2500  
 Lengths are in metres

Surveyor's Reference: R.P. 4003

4



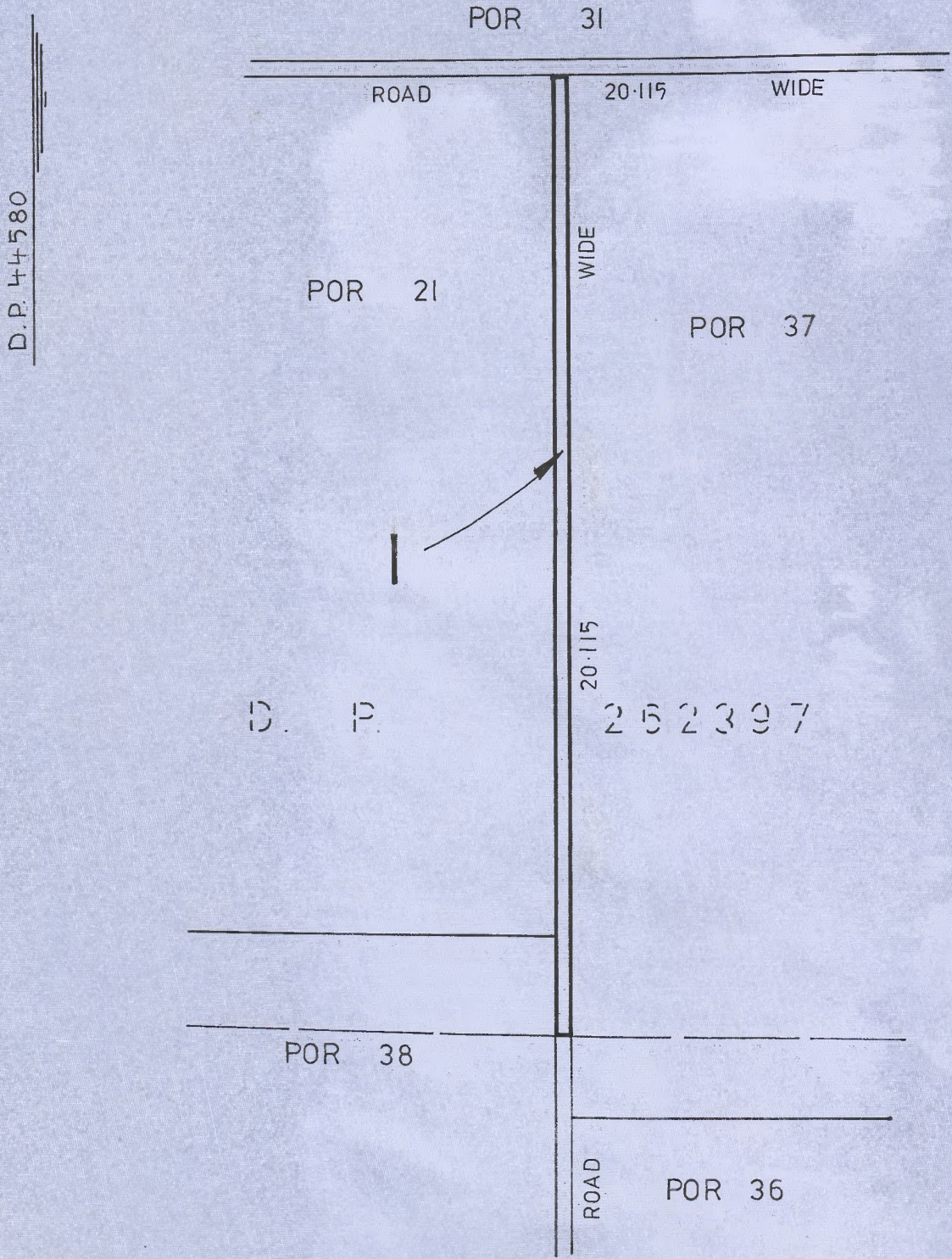
I, Bruce Richard Davison, Under Secretary, for Lands and Registrar General for New South Wales, certify that this document is a photograph made as a permanent record of a document in my custody this day.  
 17th December, 1981



R154

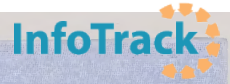
PARISH COLEAMBALLY  
COUNTY BOYD  
LAND DISTRICT NARRANDERA  
SHIRE MURRUMBIDGEE  
PLAN OF ROAD PURCHASE  
APPLICATION BY  
REGINALD ALFRED KERR

D.P. 44580	D
Registered <i>R.A.K.</i> 8.3.1983	Z
Purpose CROWN TITLE ISSUE	O
Ref. Map D.P. 262397	O
	Z



REDUCTION RATIO 1:8000  
LENGTHS ARE IN METRES

AREA : 2.548 ha.



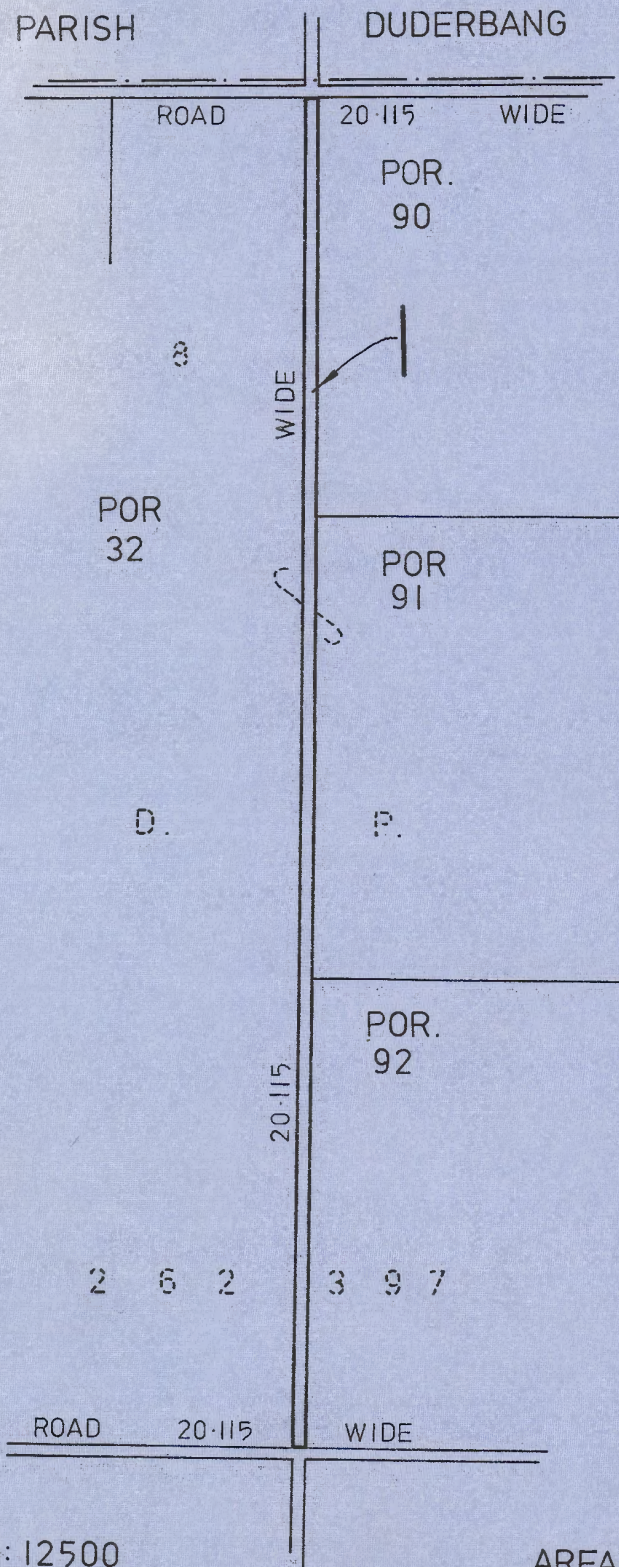
D. P. 44551

R154

PARISH COLEAMBALLY  
 COUNTY BOYD  
 LAND DISTRICT NARRANDERA  
 SHIRE MURRUMBIDGEE  
 PLAN OF ROAD PURCHASE  
 APPLICATION BY

D.P. 44551	D
	-
Registered <i>to 16-2-1983</i> <i>7th</i>	Z
Purpose CROWN TITLE ISSUE	-
Ref. Map. PARISH	O
	O
	Z

ROBERT CHARLES MOLTONI



REDUCTION RATIO 1:12500  
 DISTANCES ARE IN METRES

AREA : 4.704 ha.

D.P. 44551

# Attachment C - Section 10.7 Planning Certificate



**Murrumbidgee**  
COUNCIL

Darlington Point Office  
21 Carrington Street  
PO Box 5  
DARLINGTON POINT NSW 2706  
Telephone: 02 6960 5500

Coleambally Office  
39 Brolga Place  
COLEAMBALLY NSW 2707  
Telephone: 02 6954 4060

Jerilderie Office  
35 Jerilderie Street  
PO Box 96  
JERILDERIE NSW 2716  
Telephone: 03 5886 1200

**PLANNING CERTIFICATE UNDER SECTION 10.7 (5)**

**Applicants Name:** InfoTrack **Certificate:** 69-20/21  
**Address:** GPO Box 4029  
SYDNEY NSW 2001  
**Date:** 16<sup>th</sup> October, 2020  
**Your Reference:** Bonnars

**DESCRIPTION OF LAND**

**Assessment No:** 5496 **Number:**  
**Property Name:** **Street:** Bonnars Road  
**Parish:** Coleambally Coleambally  
**Lot/Portion:** Lot 12 DP 262397  
**Area/Dimensions:** 434.19H  
**Owner:** Ricegrowers Limited  
**Address:** Locked Bag 2  
LEETON NSW 2705

The following information is provided in respect of the above mentioned land pursuant to Section 10.7(5) of the Environmental Planning and Assessment Act 1979, as amended:

1. Council has a requirement that all on-site waste management systems located within the Murrumbidgee Council be registered with Council. It is the owner's responsibility to ensure this prerequisite is adhered to.
- ~~2. The Right of Way provides partial access to the subject land. The right of way junctions with an unformed road reserve to provide legal access to the subject land.~~
- ~~3. As the property includes Flood Liable Land as defined under the Jerilderie Local Environmental Plan, 1993 the applicant should note that:~~

*~~"Council does not have sufficient accurate ground level information to indicate the extent of the land may be affected. A registered surveyor may be able to~~*

*assist in determining flood extents on the site and flood levels relative to building floor levels"*

4. ~~All or part of the land is subject to flood planning controls. Attached is a copy of the Flood Planning Certificate for the lot(s) affected.~~
5. Below is a list of approvals that have been granted for the site for the past 7 years.

NIL

Yours sincerely,

John Scarce  
GENERAL MANAGER





Darlington Point Office  
 21 Carrington Street  
 PO Box 5  
 DARLINGTON POINT NSW 2706  
 Telephone: 02 6960 5500

**Murrumbidgee**  
**COUNCIL**  
 COLEAMBALLY NSW 2707  
 Telephone: 02 6954 4060

Jerilderie Office  
 35 Jerilderie Street  
 PO Box 96  
 JERILDERIE NSW 2716  
 Telephone: 03 5886 1200

## PLANNING CERTIFICATE UNDER SECTION 10.7 (2)

**Applicants Name:** InfoTrack Certificate 69-20/21  
**Address:** GPO Box 4029  
 SYDNEY NSW 4029  
**Date:** Friday, October 16, 2020  
**Your Reference:** *Bonnars*

### DESCRIPTION OF LAND

**Assessment No:** 5496 **House #:**  
**Property Name:** **Street:** Bonnars Road  
**Parish:** Coleambally Coleambally  
**Lot/Portion:** Lot 12 DP 262397  
**Area/Dimensions:** 434.19 Ha  
**Owner:** Ricegrowers Limited  
**Address:** Locked Bag 2  
 LEETON NSW 2705

### 1. Names of relevant planning instruments and DCPs

*The names of:*

<p>(1) each environmental planning instrument that applies to the carrying out of development on the land.</p>	<p><b>Jerilderie Local Environmental Plan 2012</b>  <b>(Notified 22 June 2012)</b></p> <p><b>Murrumbidgee Local Environmental Plan 2013</b>  <b>(notified 3 December 2013)</b>          A text and maps are available at:  <a href="http://www.legislation.nsw.gov.au">www.legislation.nsw.gov.au</a></p> <p><b>State Environmental Planning Policies</b> – are available for viewing at the web site above and are listed in annexure A</p>
<p>(2) each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).</p>	<p>Council has resolved to prepare a Local Environmental Plan for the Council Area</p>
<p>(3) each development control plan that applies to the carrying out of development on the land.</p>	<p><del>Jerilderie</del> <b>Development Control Plan 2012</b></p>

	A copy of this plan can be viewed at <a href="http://www.murrumbidgee.nsw.gov.au">www.murrumbidgee.nsw.gov.au</a> Development Control Plan No.1
(4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.	None Apply

## 2. Zoning and land use under relevant LEPs

For each local environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any 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 No 2(a)"),	<b><del>RU1- Primary Production</del></b> <b><del>RU3- Forestry</del></b> <b><del>RU5- Village</del></b> <b><del>R5- Large Lot Residential</del></b> <b><del>IN1- General Industrial</del></b> <b><del>E1- National Parks and Nature Reserves</del></b> <b><del>E3- Environmental Management</del></b> <b><del>W1- Natural Waterways</del></b> <b><del>W2- Recreational Waterways</del></b> <b><del>SP2- Infrastructure</del></b> <b><del>RE1- Public Recreation</del></b> <b><del>RE2- Private Recreation</del></b>
(b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,	Refer to Annexure 'A'
(c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,	Refer to Annexure 'A'
(d) the purposes for which the instrument provides that development is prohibited within the zone,	Refer to Annexure 'A'
(e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,	Refer to Annexure 'A' Not applicable
(f) whether the land includes or comprises critical habitat	Yes Not Applicable
(g) whether the land is in a conservation area (however described),	Yes – Refer to Annexure 'B' Not Applicable
(h) whether an item of environmental heritage (however described) is situated on the land.	Yes – Refer to Annexure 'B' Not Applicable

### 2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

To the extent that the land is within any zone (however described) under:	Not applicable.
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- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)*, or
- (b) A Precinct Plan (within the meaning of the 2006 SEPP), or
- (c) A proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

the particulars referred to in clause 2 (a) – (h) in relation to that land (with a reference to “the instrument” in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

### 3. Complying development

(1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(2) The extent to which complying development may not be carried out on the land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

(3) If 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, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

#### **General Housing Code and Rural Housing Code**

**a) Complying development under the Codes SEPP may be carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.**

**b) Complying development under the Codes SEPP may not be carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for the following reasons:**

- ~~Comprises an item that is listed on the State Heritage Register under the Heritage Act 1977 or on which such an item is located, or~~
- ~~Is subject to an interim heritage order under that Act or on which is located an item that is so subject, or~~
- ~~Is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified.~~

~~If development meets the requirements and standards specified by this Policy and that development:~~

- ~~(a) Has been granted an exemption under section 57(2) of the Heritage Act 1977, or~~
- ~~(b) Is subject to an exemption under section 57(1A) or (3) of that Act,~~

~~The development is complying development under this policy.~~

- ~~The land is within a heritage conservation area or a draft heritage conservation area, unless the development is for a detached out building or swimming pool, or~~
- ~~Land is reserved for a public purpose by an environmental planning instrument, or~~
- ~~Land that is subject to a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 or a~~

~~property vegetation plan approved under the native Vegetation Act 2003.~~

**Commercial and Industrial (New Buildings and Additions) Code**

~~a) Complying development under the Codes SEPP may be carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.~~

~~b) Complying development under the Codes SEPP may not be carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for the following reasons:~~

- ~~• Comprises an item that is listed on the State Heritage Register under the Heritage Act 1977 or on which such an item is located, or~~
- ~~• Is subject to an interim heritage order under that Act or on which is located an item that is so subject, or~~
- ~~• Is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified.~~

~~If development meets the requirements and standards specified by this Policy and that development:~~

~~(a) Has been granted an exemption under section 57(2) of the Heritage Act 1977, or~~

~~(b) Is subject to an exemption under section 57 (1A) or (3) of that Act,~~

~~The development is complying development under this policy.~~

- ~~• The land is within a heritage conservation area or a draft heritage conservation area, or~~
- ~~• Land is reserved for a public purpose by an environmental planning instrument, or~~
- ~~• Land is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997, or~~
- ~~• Land that is subject to a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 or a property vegetation plan approved under the native Vegetation Act 2003.~~

**Other Codes**

**Housing Alterations Code**

**General Development Code**

**Demolition Code**

**Subdivision Code**

	<p><b>Fire Safety Code</b> <b>Commercial and Industrial Alterations Code</b></p> <p><b>(a)</b> <i>Complying development under the Codes SEPP may be carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</i></p> <p><del><b>(b)</b> <i>Complying development under the Codes SEPP may not be carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for the following reasons:</i></del></p> <ul style="list-style-type: none"> <li><del>• <i>Comprises an item that is listed on the State Heritage Register under the Heritage Act 1977 or on which such an item is located, or</i></del></li> <li><del>• <i>Is subject to an interim heritage order under that Act or on which is located an item that is so subject, or</i></del></li> <li><del>• <i>Is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified.</i></del></li> </ul> <p><del><i>If development meets the requirements and standards specified by this Policy and that development:</i></del></p> <p><del><b>(a)</b> <i>Has been granted an exemption under section 57(2) of the Heritage Act 1977, or</i></del></p> <p><del><b>(b)</b> <i>Is subject to an exemption under section 57 (1A) or (3) of that Act,</i></del></p> <p><del><i>The development is complying development under this policy.</i></del></p>
<p><b>Disclaimer</b></p> <p>This certificate only addresses matters raised in Clause 1.17A (1)(c) to (e), (2), (3) and (4), 1.18(1)(c3)- and 1.19 of the Codes SEPP. It is your responsibility to ensure that you comply with any other requirements of the Codes SEPP. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the Codes SEPP could be invalidated by the Land and Environment Court.</p> <p>If a restriction applies to the land, it may not apply to all of the land and Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p>	

**4. Coastal protection**

<p>Whether or not the land is affected by the operation of section 38 or 39 of the <u>Coastal Protection Act 1979</u>, but only to the extent that the council has been so notified by the Department of Public Works.</p>	<p>The land is not affected by the operation of Section 38 or 39 of the <i>Coastal Protection Act 1979</i>, but only to the extent that the Council has been so notified by the Department of Public Works.</p>
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**4A. Certain information relating to beaches and coasts**

<p>(1) In relation to a coastal council – whether an order has been made under Part 4D of the <u>Coastal Protection Act 1979</u> in relation to emergency coastal protection works (within the meaning of the Act) on the land (or on public land adjacent to that land), except where the Council is satisfied that such an order has been fully complied with.</p> <p>(2) In relation to a coastal council:</p> <p>(a) Whether the council has been notified under section 55X of the <u>Coastal Protection Act 1979</u> that emergency coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and</p> <p>(b) If works have been so placed – whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.</p>	<p><i>Not applicable.</i></p>
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**4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works**

<p>In relation to a coastal council – whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the <u>Local Government Act 1993</u> for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).</p>	<p><i>Not applicable</i></p>
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**5. Mine subsidence**

<p>Whether or not the land is proclaimed to be a mine subsidence district within the meaning of Section 15 of the <u>Mine Subsidence Compensation Act 1961</u>.</p>	<p>This land is not proclaimed to be a mine subsidence district within the meaning of Section 15 of the <i>Mine Subsidence Compensation Act 1961</i>.</p>
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**6. Road widening and road realignment**

*Whether or not the land is affected by any road widening or road realignment under:*

<p>(a) Division 2 of Part 3 of the <u>Roads Act 1993</u>, or</p> <p>(b) any environmental planning instrument, or</p> <p>(c) any resolution of the council.</p>	<p>None apply</p>
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**7. Council and other public authorities policies on hazard risk restrictions**

*Whether or not the land is affected by a policy:*

<p>(a) adopted by the council, or</p> <p>(b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,</p> <p>that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).</p>	<p>None Apply</p> <p><b>Bushfire Prone</b></p>
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**7A. Flood related development controls information**

<p>(1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or senior housing) is subject to flood related development controls.</p> <p>(2) Whether or not development on that land or part of the land for any other purposes is subject to flood related development controls.</p> <p>(3) Words and expressions in this clause have the same meanings as in the Standard Instrument.</p>	<p>Yes</p> <p>None Apply</p>
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#### 8. Land reserved for acquisition

Whether or not any environmental planning instrument, or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.	None apply
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#### 9. Contributions plans

*The name of each contribution plan applying to the land.*

<b>Section 94 Development Servicing Plan,</b>	Murrumbidgee Section 94A contribution plan applies.
<b>Section 64 Development Servicing Plan,</b>	None Apply  Darlington Point and Coleambally Peripheral Area Contributions plan

#### 9A. Biodiversity certified land

If the land is biodiversity certified land (within the meaning of Part 7AA of the <i>Threatened Species Conservation Act 1995</i> ), a statement to that effect.	None apply
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#### 10. Biodiversity stewardship sites

If the land is a biodiversity stewardship agreement under Part 5 of the <i>Biodiversity Conservation Act 2016</i> , a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).	None apply Council has been notified of a Biobanking agreement issued by the Minister for Environment and Heritage
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#### 10A. Native vegetation clearing set asides

If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section)	None apply Council has been notified of a Biobanking agreement issued by the Minister for Environment and Heritage
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#### 11. Bush fire prone land

If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land. If none of the land is bush fire prone land, a statement to that effect.	None apply Part of the land is bush fire prone.
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	All of the land is bush fire prone.
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**12. Property vegetation plans**

If the land is land to which a property vegetation plan under Part 4 of the <u>Native Vegetation Act 2003</u> (and that continues in force) applies, a statement to that effect (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).	None apply Council has been notified of a PVP, Please contact the relevant Catchment Management Authority for further information
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**13. Orders under Trees (Disputes Between Neighbours) Act 2006**

Whether an order has been made under the <u>Trees (Disputes Between Neighbours) Act 2006</u> to carry out work in relation to a tree on the land (but only if the council has been notified of the order).	None apply
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**14. Directions under Part 3A**

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.	None apply
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**15. Site compatibility certificates and conditions for seniors housing**

If the land is land to which <u>State Environmental Planning Policy (Housing for Senior or People with a Disability) 2004</u> applies: (a) a statement of whether there is a current site compatibility certificate (of which the council is aware), issued under clause 25 of that Policy in respect of proposed development on the land and, if there is a certificate, the statement is to include: (i) the period for which the certificate is current, and (ii) that a copy may be obtained from the head office of the Department of Planning, and (b) a statement setting out any terms of a kind referred to in clause 18(2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.	None apply
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**16. Site compatibility certificates for infrastructure, schools or TAFE establishments**

A statement of whether there is a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land and, if there is a certificate the statement is to include: (a) the period for which the certificate is valid, and (b) that a copy may be obtained from the head office of the Department.	None apply
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**17. Site compatibility certificate and conditions for affordable rental housing**

<p>(1) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development in the land and, if there is a certificate, the statement is to include:                  (a) the period for which the certificate is current, and                  (b) That a copy may be obtained front he head office of the Department.</p>	None apply
<p>(2) A statement setting out any terms of a kind referred to in clause 17(1) or 38(1) of <u>State Environmental Planning Policy (affordable Housing) 2009</u> that have been imposed as a condition of consent to a development application in respect of the land.</p>	None apply

**18. Paper subdivision information**

<p>(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.                  (2) The date of any subdivision order that applies to the land.                  (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.</p>	<p><del>a) Council is not aware 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.</del>   <del>b) Council is not aware of any subdivision order that applies to the land.</del></p>
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**19. Site verification certificates**

<p>A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:                  (a) the matter certified by the certificate, and                  (b) the date on which the certificate ceases to be current (if any), and                  (c) that a copy may be obtained from the head office of the Department.</p>	None Apply
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**20. Loose-fill asbestos insulation**

<p>If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the <u>Home Building Act 1989</u>) that are listed on the register that is required to be maintained under that Division, a statement to that effect.</p>	None Apply
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**21. Affected building notices and building product rectification orders**

<p>(1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.</p> <p>(2) A statement of:</p> <p>(a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and</p> <p>(b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.</p> <p>(3) In this clause:          affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.          building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.</p>	<p>None Apply</p>
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**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.

<p>(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.</p>	<p>None apply</p>
<p>(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.</p>	<p>None apply</p>
<p>(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.</p>	<p>None apply</p>
<p>(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.</p>	<p>None apply</p>
<p>(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.</p>	<p>None apply</p>
<p><b>Contaminated Land</b>          Council's records indicate that a past use of the site may have resulted in the contamination of part or all of the site, which may restrict future development of the site. Consideration of relevant provision under relevant State legislation is warranted - Farm Land.</p>	

Yours sincerely,



Ben Nash  
 DEVELOPMENT OFFICER



**Murrumbidgee  
COUNCIL**

Darlington Point Office  
21 Carrington Street  
PO Box 5  
DARLINGTON POINT NSW 2706

Telephone: 02 6960 5500

Coleambally Office  
39 Broilga Place  
COLEAMBALLY NSW 2707

Telephone: 02 6954 4060

Jerilderie Office  
35 Jerilderie Street  
PO Box 96  
JERILDERIE NSW 2716

Telephone: 03 5886 1200

**PLANNING CERTIFICATE UNDER SECTION 10.7 (5)**

**Applicants Name:** InfoTrack **Certificate:** 70-20/21  
**Address:** GPO Box 4029  
SYDNEY NSW 2001  
**Date:** 16<sup>th</sup> October, 2020  
**Your Reference:** Bonnars

**DESCRIPTION OF LAND**

**Assessment No:** 5496 **Number:**  
**Property Name:** **Street:** Bonnars Road  
**Parish:** Coleambally Coleambally  
**Lot/Portion:** Lot 1 DP 44580  
**Area/Dimensions:** 2.53H  
**Owner:** Ricegrowers Limited  
**Address:** Locked Bag 2  
LEETON NSW 2705

The following information is provided in respect of the above mentioned land pursuant to Section 10.7(5) of the Environmental Planning and Assessment Act 1979, as amended:

1. Council has a requirement that all on-site waste management systems located within the Murrumbidgee Council be registered with Council. It is the owner's responsibility to ensure this prerequisite is adhered to.
2. ~~The Right of Way provides partial access to the subject land. The right of way junctions with an unformed road reserve to provide legal access to the subject land.~~
3. ~~As the property includes Flood Liable Land as defined under the Jerilderie Local Environmental Plan, 1993 the applicant should note that:~~

*~~"Council does not have sufficient accurate ground level information to indicate the extent of the land may be affected. A registered surveyor may be able to~~*

*assist in determining flood extents on the site and flood levels relative to building floor levels"*

4. All or part of the land is subject to flood planning controls. Attached is a copy of the Flood Planning Certificate for the lot(s) affected.
5. Below is a list of approvals that have been granted for the site for the past 7 years.

NIL

Yours sincerely,



Ben Nash  
DEVELOPMENT OFFICER



**Murrumbidgee  
COUNCIL**

Darlington Point Office  
21 Carrington Street  
PO Box 5  
DARLINGTON POINT NSW 2706

Coleambally Office  
39 Brolga Place  
COLEAMBALLY NSW 2707

Jerilderie Office  
35 Jerilderie Street  
PO Box 96  
JERILDERIE NSW 2716

Telephone: 02 6960 5500

Telephone: 02 6954 4060

Telephone: 03 5886 1200

**PLANNING CERTIFICATE UNDER SECTION 10.7 (2)**

**Applicants Name:** InfoTrack **Certificate** 70-20/21  
**Address:** GPO Box 4029  
SYDNEY NSW 4029  
**Date:** Friday, October 23, 2020  
**Your Reference:** *Bonnars*

**DESCRIPTION OF LAND**

**Assessment No:** 5496 **House #:**  
**Property Name:** **Street:** Bonnars Road  
**Parish:** Coleambally Coleambally  
**Lot/Portion:** Lot 1 DP 44580  
**Area/Dimensions:** 2.53 Ha  
**Owner:** Ricegrowers Limited  
**Address:** Locked Bag 2  
LEETON NSW 2705

**1. Names of relevant planning instruments and DCPs**

*The names of:*

<p>(1) each environmental planning instrument that applies to the carrying out of development on the land.</p>	<p><b>Jerilderie Local Environmental Plan 2012</b> <b>(Notified 22 June 2012)</b></p> <p><b>Murrumbidgee Local Environmental Plan 2013</b> <b>(notified 3 December 2013)</b> A text and maps are available at: <a href="http://www.legislation.nsw.gov.au">www.legislation.nsw.gov.au</a></p> <p><b>State Environmental Planning Policies</b> – are available for viewing at the web site above and are listed in annexure A</p>
<p>(2) each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).</p>	<p>Council has resolved to prepare a Local Environmental Plan for the Council Area</p>
<p>(3) each development control plan that applies to the carrying out of development on the land.</p>	<p><b>Jerilderie Development Control Plan 2012</b></p>

	A copy of this plan can be viewed at <a href="http://www.murrumbidgee.nsw.gov.au">www.murrumbidgee.nsw.gov.au</a> Development Control Plan No.1
(4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.	None Apply

## 2. Zoning and land use under relevant LEPs

For each local environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any 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 No 2(a)"),	<b><i>RU1- Primary Production</i></b> <b><i>RU3- Forestry</i></b> <b><i>RU5- Village</i></b> <b><i>R5- Large Lot Residential</i></b> <b><i>IN1- General Industrial</i></b> <b><i>E1- National Parks and Nature Reserves</i></b> <b><i>E3- Environmental Management</i></b> <b><i>W1- Natural Waterways</i></b> <b><i>W2- Recreational Waterways</i></b> <b><i>SP2- Infrastructure</i></b> <b><i>RE1- Public Recreation</i></b> <b><i>RE2- Private Recreation</i></b>
(b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,	Refer to Annexure 'A'
(c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,	Refer to Annexure 'A'
(d) the purposes for which the instrument provides that development is prohibited within the zone,	Refer to Annexure 'A'
(e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,	Refer to Annexure 'A' Not applicable
(f) whether the land includes or comprises critical habitat	Yes Not Applicable
(g) whether the land is in a conservation area (however described),	Yes - Refer to Annexure 'B' Not Applicable
(h) whether an item of environmental heritage (however described) is situated on the land.	Yes - Refer to Annexure 'B' Not Applicable

### 2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

To the extent that the land is within any zone (however described) under:	Not applicable.
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- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)*, or
- (b) A Precinct Plan (within the meaning of the 2006 SEPP), or
- (c) A proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

the particulars referred to in clause 2 (a) – (h) in relation to that land (with a reference to “the instrument” in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

### 3. Complying development

(1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(2) The extent to which complying development may not be carried out on the land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

(3) If 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, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

#### **General Housing Code and Rural Housing Code**

**a) Complying development under the Codes SEPP may be carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.**

**b) Complying development under the Codes SEPP may not be carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for the following reasons:**

- ~~Comprises an item that is listed on the State Heritage Register under the Heritage Act 1977 or on which such an item is located, or~~
- ~~Is subject to an interim heritage order under that Act or on which is located an item that is so subject, or~~
- ~~Is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified.~~

~~If development meets the requirements and standards specified by this Policy and that development:~~

~~(a) Has been granted an exemption under section 57(2) of the Heritage Act 1977, or~~

~~(b) Is subject to an exemption under section 57 (1A) or (3) of that Act,~~

~~The development is complying development under this policy.~~

- ~~The land is within a heritage conservation area or a draft heritage conservation area, unless the development is for a detached out building or swimming pool, or~~
- ~~Land is reserved for a public purpose by an environmental planning instrument, or~~
- ~~Land that is subject to a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 or a~~

~~property vegetation plan approved under the native Vegetation Act 2003.~~

**Commercial and Industrial (New Buildings and Additions) Code**

~~a) Complying development under the Codes SEPP may be carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.~~

~~b) Complying development under the Codes SEPP may not be carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for the following reasons:~~

- ~~• Comprises an item that is listed on the State Heritage Register under the Heritage Act 1977 or on which such an item is located, or~~
- ~~• Is subject to an interim heritage order under that Act or on which is located an item that is so subject, or~~
- ~~• Is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified.~~

~~If development meets the requirements and standards specified by this Policy and that development:~~

~~(a) Has been granted an exemption under section 57(2) of the Heritage Act 1977, or~~

~~(b) Is subject to an exemption under section 57 (1A) or (3) of that Act,~~

~~The development is complying development under this policy.~~

- ~~• The land is within a heritage conservation area or a draft heritage conservation area, or~~
- ~~• Land is reserved for a public purpose by an environmental planning instrument, or~~
- ~~• Land is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997, or~~
- ~~• Land that is subject to a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 or a property vegetation plan approved under the native Vegetation Act 2003.~~

**Other Codes**

**Housing Alterations Code**

**General Development Code**

**Demolition Code**

**Subdivision Code**



	<p><b>Fire Safety Code</b> <b>Commercial and Industrial Alterations Code</b></p> <p><b>(a) Complying development under the Codes SEPP may be carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</b></p> <p><del><b>(b) Complying development under the Codes SEPP may not be carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for the following reasons:</b></del></p> <ul style="list-style-type: none"> <li><del>• Comprises an item that is listed on the State Heritage Register under the Heritage Act 1977 or on which such an item is located, or</del></li> <li><del>• Is subject to an interim heritage order under that Act or on which is located an item that is so subject, or</del></li> <li><del>• Is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified.</del></li> </ul> <p><del>If development meets the requirements and standards specified by this Policy and that development:</del></p> <p><del><b>(a) Has been granted an exemption under section 57(2) of the Heritage Act 1977, or</b></del></p> <p><del><b>(b) Is subject to an exemption under section 57 (1A) or (3) of that Act,</b></del></p> <p><del>The development is complying development under this policy.</del></p>
<p><b>Disclaimer</b></p> <p>This certificate only addresses matters raised in Clause 1.17A (1)(c) to (e), (2), (3) and (4), 1.18(1)(c3)- and 1.19 of the Codes SEPP. It is your responsibility to ensure that you comply with any other requirements of the Codes SEPP. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the Codes SEPP could be invalidated by the Land and Environment Court.</p> <p>If a restriction applies to the land, it may not apply to all of the land and Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p>	

**4. Coastal protection**

<p>Whether or not the land is affected by the operation of section 38 or 39 of the <u>Coastal Protection Act 1979</u>, but only to the extent that the council has been so notified by the Department of Public Works.</p>	<p>The land is not affected by the operation of Section 38 or 39 of the <i>Coastal Protection Act 1979</i>, but only to the extent that the Council has been so notified by the Department of Public Works.</p>
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**4A. Certain information relating to beaches and coasts**

<p>(1) In relation to a coastal council – whether an order has been made under Part 4D of the <u>Coastal Protection Act 1979</u> in relation to emergency coastal protection works (within the meaning of the Act) on the land (or on public land adjacent to that land), except where the Council is satisfied that such an order has been fully complied with.</p> <p>(2) In relation to a coastal council:</p> <p>(a) Whether the council has been notified under section 55X of the <u>Coastal Protection Act 1979</u> that emergency coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and</p> <p>(b) If works have been so placed – whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.</p>	<p><i>Not applicable.</i></p>
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**4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works**

<p>In relation to a coastal council – whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the <u>Local Government Act 1993</u> for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).</p>	<p><i>Not applicable</i></p>
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**5. Mine subsidence**

<p>Whether or not the land is proclaimed to be a mine subsidence district within the meaning of Section 15 of the <u>Mine Subsidence Compensation Act 1961</u>.</p>	<p>This land is not proclaimed to be a mine subsidence district within the meaning of Section 15 of the <u>Mine Subsidence Compensation Act 1961</u>.</p>
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**6. Road widening and road realignment**

*Whether or not the land is affected by any road widening or road realignment under:*

<p>(a) Division 2 of Part 3 of the <u>Roads Act 1993</u>, or</p> <p>(b) any environmental planning instrument, or</p> <p>(c) any resolution of the council.</p>	<p>None apply</p>
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**7. Council and other public authorities policies on hazard risk restrictions**

*Whether or not the land is affected by a policy:*

<p>(a) adopted by the council, or</p> <p>(b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,</p> <p>that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).</p>	<p>None Apply</p> <p><b>Bushfire Prone</b></p>
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**7A. Flood related development controls information**

<p>(1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or senior housing) is subject to flood related development controls.</p> <p>(2) Whether or not development on that land or part of the land for any other purposes is subject to flood related development controls.</p> <p>(3) Words and expressions in this clause have the same meanings as in the Standard Instrument.</p>	<p>Yes</p> <p>None Apply</p>
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#### 8. Land reserved for acquisition

Whether or not any environmental planning instrument, or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.	None apply
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#### 9. Contributions plans

*The name of each contribution plan applying to the land.*

<b>Section 94 Development Servicing Plan,</b>	Murrumbidgee Section 94A contribution plan applies.
<b>Section 64 Development Servicing Plan,</b>	None Apply  Darlington Point and Coleambally Peripheral Area Contributions plan

#### 9A. Biodiversity certified land

If the land is biodiversity certified land (within the meaning of Part 7AA of the <u>Threatened Species Conservation Act 1995</u> ), a statement to that effect.	None apply
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#### 10. Biodiversity stewardship sites

If the land is a biodiversity stewardship agreement under Part 5 of the <u>Biodiversity Conservation Act 2016</u> , a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).	None apply Council has been notified of a Biobanking agreement issued by the Minister for Environment and Heritage
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#### 10A. Native vegetation clearing set asides

If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section)	None apply Council has been notified of a Biobanking agreement issued by the Minister for Environment and Heritage
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#### 11. Bush fire prone land

If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land. If none of the land is bush fire prone land, a statement to that effect.	None apply Part of the land is bush fire prone.
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	All of the land is bush fire prone.
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**12. Property vegetation plans**

If the land is land to which a property vegetation plan under Part 4 of the <i>Native Vegetation Act 2003</i> (and that continues in force) applies, a statement to that effect (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).	None apply Council has been notified of a PVP. Please contact the relevant Catchment Management Authority for further information
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**13. Orders under Trees (Disputes Between Neighbours) Act 2006**

Whether an order has been made under the <i>Trees (Disputes Between Neighbours) Act 2006</i> to carry out work in relation to a tree on the land (but only if the council has been notified of the order).	None apply
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**14. Directions under Part 3A**

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.	None apply
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**15. Site compatibility certificates and conditions for seniors housing**

<p>If the land is land to which <i>State Environmental Planning Policy (Housing for Senior or People with a Disability) 2004</i> applies:</p> <p>(a) a statement of whether there is a current site compatibility certificate (of which the council is aware), issued under clause 25 of that Policy in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <p>(i) the period for which the certificate is current, and</p> <p>(ii) that a copy may be obtained from the head office of the Department of Planning, and</p> <p>(b) a statement setting out any terms of a kind referred to in clause 18(2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.</p>	None apply
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**16. Site compatibility certificates for infrastructure, schools or TAFE establishments**

<p>A statement of whether there is a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land and, if there is a certificate the statement is to include:</p> <p>(a) the period for which the certificate is valid, and</p> <p>(b) that a copy may be obtained from the head office of the Department.</p>	None apply
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**17. Site compatibility certificate and conditions for affordable rental housing**

(1) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development in the land and, if there is a certificate, the statement is to include: (a) the period for which the certificate is current, and (b) That a copy may be obtained front he head office of the Department.	None apply
(2) A statement setting out any terms of a kind referred to in clause 17(1) or 38(1) of <u>State Environmental Planning Policy (affordable Housing) 2009</u> that have been imposed as a condition of consent to a development application in respect of the land.	None apply

**18. 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. (2) The date of any subdivision order that applies to the land. (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.	<del>a) Council is not aware 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.</del>  <del>b) Council is not aware of any subdivision order that applies to the land.</del>
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**19. Site verification certificates**

A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include: (a) the matter certified by the certificate, and  (b) the date on which the certificate ceases to be current (if any), and  (c) that a copy may be obtained from the head office of the Department.	None Apply
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**20. Loose-fill asbestos insulation**

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the <u>Home Building Act 1989</u> ) that are listed on the register that is required to be maintained under that Division, a statement to that effect.	None Apply
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**21. Affected building notices and building product rectification orders**

<p>(1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.</p> <p>(2) A statement of:</p> <p>(a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and</p> <p>(b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.</p> <p>(3) In this clause:          affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.          building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.</p>	<p>None Apply</p>
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**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.

<p>(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.</p>	<p>None apply</p>
<p>(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.</p>	<p>None apply</p>
<p>(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.</p>	<p>None apply</p>
<p>(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.</p>	<p>None apply</p>
<p>(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.</p>	<p>None apply</p>
<p><b>Contaminated Land</b>  <del>Council's records indicate that a past use of the site may have resulted in the contamination of part or all of the site, which may restrict future development of the site. Consideration of relevant provision under relevant State legislation is warranted – Farm Land.</del></p>	

Yours sincerely,



Ben Nash  
 DEVELOPMENT OFFICER



**Murrumbidgee  
COUNCIL**

Darlington Point Office  
21 Carrington Street  
PO Box 5  
DARLINGTON POINT NSW 2706

Telephone: 02 6960 5500

Coleambally Office  
39 Broлга Place  
COLEAMBALLY NSW 2707

Telephone: 02 6954 4060

Jerilderie Office  
35 Jerilderie Street  
PO Box 96  
JERILDERIE NSW 2716

Telephone: 03 5886 1200

**PLANNING CERTIFICATE UNDER SECTION 10.7 (5)**

**Applicants Name:** InfoTrack **Certificate:** 68-20/21  
**Address:** GPO Box 4029  
SYDNEY NSW 2001  
**Date:** 16<sup>th</sup> October, 2020  
**Your Reference:** Bonnars

**DESCRIPTION OF LAND**

**Assessment No:** 5454 **Number:**  
**Property Name:** **Street:** Durnan Road  
**Parish:** Coleambally Coleambally  
**Lot/Portion:** Lot 8 DP 262397  
**Area/Dimensions:** 426.53H  
**Owner:** Ricegrowers Limited  
**Address:** Locked Bag 2  
LEETON NSW 2705

The following information is provided in respect of the above mentioned land pursuant to Section 10.7(5) of the Environmental Planning and Assessment Act 1979, as amended:

1. Council has a requirement that all on-site waste management systems located within the Murrumbidgee Council be registered with Council. It is the owner's responsibility to ensure this prerequisite is adhered to.
2. ~~The Right of Way provides partial access to the subject land. The right of way junctions with an unformed road reserve to provide legal access to the subject land.~~
3. ~~As the property includes Flood Liable Land as defined under the Jerilderie Local Environmental Plan, 1993 the applicant should note that:~~

*~~"Council does not have sufficient accurate ground level information to indicate the extent of the land may be affected. A registered surveyor may be able to~~*

*assist in determining flood extents on the site and flood levels relative to building floor levels"*

4. ~~All or part of the land is subject to flood planning controls. Attached is a copy of the Flood Planning Certificate for the lot(s) affected.~~
5. Below is a list of approvals that have been granted for the site for the past 7 years.

NIL

Yours sincerely,



Ben Nash  
DEVELOPMENT OFFICER





**Murrumbidgee  
COUNCIL**

Darlington Point Office  
21 Carrington Street  
PO Box 5  
DARLINGTON POINT NSW 2706  
Telephone: 02 6960 5500

Coleambally Office  
39 Broilga Place  
COLEAMBALLY NSW 2707  
Telephone: 02 6954 4060

Jerilderie Office  
35 Jerilderie Street  
PO Box 96  
JERILDERIE NSW 2716  
Telephone: 03 5886 1200

**PLANNING CERTIFICATE UNDER SECTION 10.7 (2)**

**Applicants Name:** InfoTrack **Certificate 68-20/21**  
**Address:** GPO Box 4029  
 SYDNEY NSW 4029  
**Date:** Friday, October 23, 2020  
**Your Reference:** *Bonnars*

**DESCRIPTION OF LAND**

**Assessment No:** 5454 **House #:**  
**Property Name:** **Street:** Durnan Road  
**Parish:** Coleambally Coleambally  
**Lot/Portion:** Lot 8 DP 262397  
**Area/Dimensions:** 426.53 ha  
**Owner:** Ricegrowers Limited  
**Address:** Locked Bag 2  
 LEETON NSW 2705

**1. Names of relevant planning instruments and DCPs**

*The names of:*

<p>(1) each environmental planning instrument that applies to the carrying out of development on the land.</p>	<p><del>Jerilderie Local Environmental Plan 2012</del>  <del>(Notified 22 June 2012)</del></p> <p><b>Murrumbidgee Local Environmental Plan 2013</b>  <b>(notified 3 December 2013)</b>      A text and maps are available at:  <a href="http://www.legislation.nsw.gov.au">www.legislation.nsw.gov.au</a></p> <p><b>State Environmental Planning Policies</b> – are available for viewing at the web site above and are listed in annexure A</p>
<p>(2) each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).</p>	<p>Council has resolved to prepare a Local Environmental Plan for the Council Area</p>
<p>(3) each development control plan that applies to the carrying out of development on the land.</p>	<p><del>Jerilderie Development Control Plan 2012</del></p>

	A copy of this plan can be viewed at <a href="http://www.murrumbidgee.nsw.gov.au">www.murrumbidgee.nsw.gov.au</a> Development Control Plan No.1
(4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.	None Apply

## 2. Zoning and land use under relevant LEPs

For each local environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any 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 No 2(a)"),	<b><i><del>RU1- Primary Production</del></i></b> <b><i><del>RU3- Forestry</del></i></b> <b><i><del>RU5- Village</del></i></b> <b><i><del>R5- Large Lot Residential</del></i></b> <b><i><del>IN1- General Industrial</del></i></b> <b><i><del>E1- National Parks and Nature Reserves</del></i></b> <b><i><del>E3- Environmental Management</del></i></b> <b><i><del>W1- Natural Waterways</del></i></b> <b><i><del>W2- Recreational Waterways</del></i></b> <b><i><del>SP2- Infrastructure</del></i></b> <b><i><del>RE1- Public Recreation</del></i></b> <b><i><del>RE2- Private Recreation</del></i></b>
(b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,	Refer to Annexure 'A'
(c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,	Refer to Annexure 'A'
(d) the purposes for which the instrument provides that development is prohibited within the zone,	Refer to Annexure 'A'
(e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,	Refer to Annexure 'A' <del>Not applicable</del>
(f) whether the land includes or comprises critical habitat	<del>Yes</del> Not Applicable
(g) whether the land is in a conservation area (however described),	<del>Yes - Refer to Annexure 'B'</del> Not Applicable
(h) whether an item of environmental heritage (however described) is situated on the land.	<del>Yes - Refer to Annexure 'B'</del> Not Applicable

### 2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

To the extent that the land is within any zone (however described) under:	<i>Not applicable.</i>
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- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)*, or
- (b) A Precinct Plan (within the meaning of the 2006 SEPP), or
- (c) A proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

the particulars referred to in clause 2 (a) – (h) in relation to that land (with a reference to “the instrument” in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

### 3. Complying development

(1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(2) The extent to which complying development may not be carried out on the land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

(3) If 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, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

#### **General Housing Code and Rural Housing Code**

**a) Complying development under the Codes SEPP may be carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.**

**b) Complying development under the Codes SEPP may not be carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for the following reasons:**

- ~~Comprises an item that is listed on the State Heritage Register under the Heritage Act 1977 or on which such an item is located, or~~
- ~~Is subject to an interim heritage order under that Act or on which is located an item that is so subject, or~~
- ~~Is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified.~~

~~if development meets the requirements and standards specified by this Policy and that development:~~

- ~~(a) Has been granted an exemption under section 57(2) of the Heritage Act 1977, or~~
- ~~(b) Is subject to an exemption under section 57 (1A) or (3) of that Act,~~

~~The development is complying development under this policy.~~

- ~~The land is within a heritage conservation area or a draft heritage conservation area, unless the development is for a detached out building or swimming pool, or~~
- ~~Land is reserved for a public purpose by an environmental planning instrument, or~~
- ~~Land that is subject to a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 or a~~

~~property vegetation plan approved under the native Vegetation Act 2003.~~

**Commercial and Industrial (New Buildings and Additions) Code**

~~a) Complying development under the Codes SEPP may be carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.~~

~~b) Complying development under the Codes SEPP may not be carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for the following reasons:~~

- ~~• Comprises an item that is listed on the State Heritage Register under the Heritage Act 1977 or on which such an item is located, or~~
- ~~• Is subject to an interim heritage order under that Act or on which is located an item that is so subject, or~~
- ~~• Is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified.~~

~~If development meets the requirements and standards specified by this Policy and that development:~~

~~(a) Has been granted an exemption under section 57(2) of the Heritage Act 1977, or~~

~~(b) Is subject to an exemption under section 57 (1A) or (3) of that Act,~~

~~The development is complying development under this policy.~~

- ~~• The land is within a heritage conservation area or a draft heritage conservation area, or~~
- ~~• Land is reserved for a public purpose by an environmental planning instrument, or~~
- ~~• Land is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997, or~~
- ~~• Land that is subject to a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 or a property vegetation plan approved under the native Vegetation Act 2003.~~

**Other Codes**

**Housing Alterations Code**

**General Development Code**

**Demolition Code**

**Subdivision Code**

	<p><b>Fire Safety Code</b> <b>Commercial and Industrial Alterations Code</b></p> <p><i>(a) Complying development under the Codes SEPP may be carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</i></p> <p><del><i>(b) Complying development under the Codes SEPP may not be carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for the following reasons:</i></del></p> <ul style="list-style-type: none"> <li><del><i>• Comprises an item that is listed on the State Heritage Register under the Heritage Act 1977 or on which such an item is located, or</i></del></li> <li><del><i>• Is subject to an interim heritage order under that Act or on which is located an item that is so subject, or</i></del></li> <li><del><i>• Is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified.</i></del></li> </ul> <p><del><i>If development meets the requirements and standards specified by this Policy and that development:</i></del></p> <p><del><i>(a) Has been granted an exemption under section 57(2) of the Heritage Act 1977, or</i></del></p> <p><del><i>(b) Is subject to an exemption under section 57 (1A) or (3) of that Act,</i></del></p> <p><i>The development is complying development under this policy.</i></p>
<p><b>Disclaimer</b></p> <p>This certificate only addresses matters raised in Clause 1.17A (1)(c) to (e), (2), (3) and (4), 1.18(1)(c3)- and 1.19 of the Codes SEPP. It is your responsibility to ensure that you comply with any other requirements of the Codes SEPP. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the Codes SEPP could be invalidated by the Land and Environment Court.</p> <p>If a restriction applies to the land, it may not apply to all of the land and Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p>	

**4. Coastal protection**

<p>Whether or not the land is affected by the operation of section 38 or 39 of the <u>Coastal Protection Act 1979</u>, but only to the extent that the council has been so notified by the Department of Public Works.</p>	<p>The land is not affected by the operation of Section 38 or 39 of the <i>Coastal Protection Act 1979</i>, but only to the extent that the Council has been so notified by the Department of Public Works.</p>
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**4A. Certain information relating to beaches and coasts**

<p>(1) In relation to a coastal council – whether an order has been made under Part 4D of the <u>Coastal Protection Act 1979</u> in relation to emergency coastal protection works (within the meaning of the Act) on the land (or on public land adjacent to that land), except where the Council is satisfied that such an order has been fully complied with.</p> <p>(2) In relation to a coastal council:</p> <p>(a) Whether the council has been notified under section 55X of the <u>Coastal Protection Act 1979</u> that emergency coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and</p> <p>(b) If works have been so placed – whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.</p>	<p><i>Not applicable.</i></p>
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**4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works**

<p>In relation to a coastal council – whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the <u>Local Government Act 1993</u> for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).</p>	<p><i>Not applicable</i></p>
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**5. Mine subsidence**

<p>Whether or not the land is proclaimed to be a mine subsidence district within the meaning of Section 15 of the <u>Mine Subsidence Compensation Act 1961</u>.</p>	<p>This land is not proclaimed to be a mine subsidence district within the meaning of Section 15 of the <u>Mine Subsidence Compensation Act 1961</u>.</p>
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**6. Road widening and road realignment**

*Whether or not the land is affected by any road widening or road realignment under:*

<p>(a) Division 2 of Part 3 of the <u>Roads Act 1993</u>, or</p> <p>(b) any environmental planning instrument, or</p> <p>(c) any resolution of the council.</p>	<p>None apply</p>
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**7. Council and other public authorities policies on hazard risk restrictions**

*Whether or not the land is affected by a policy:*

<p>(a) adopted by the council, or</p> <p>(b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,</p> <p>that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).</p>	<p>None Apply</p> <p><b>Bushfire-Prone</b></p>
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**7A. Flood related development controls information**

(1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or senior housing) is subject to flood related development controls.	Yes
(2) Whether or not development on that land or part of the land for any other purposes is subject to flood related development controls.	None Apply
(3) Words and expressions in this clause have the same meanings as in the Standard Instrument.	

#### 8. Land reserved for acquisition

Whether or not any environmental planning instrument, or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.	None apply
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#### 9. Contributions plans

*The name of each contribution plan applying to the land.*

<b>Section 94 Development Servicing Plan,</b>	Murrumbidgee Section 94A contribution plan applies.
<b>Section 64 Development Servicing Plan,</b>	None Apply  Darlington Point and Coleambally Peripheral Area Contributions plan

#### 9A. Biodiversity certified land

If the land is biodiversity certified land (within the meaning of Part 7AA of the <i>Threatened Species Conservation Act 1995</i> ), a statement to that effect.	None apply
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#### 10. Biodiversity stewardship sites

If the land is a biodiversity stewardship agreement under Part 5 of the <i>Biodiversity Conservation Act 2016</i> , a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage.	None apply Council has been notified of a Biobanking agreement issued by the Minister for Environment and Heritage
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#### 10A. Native vegetation clearing set asides

If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section)	None apply Council has been notified of a Biobanking agreement issued by the Minister for Environment and Heritage
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#### 11. Bush fire prone land

If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land. If none of the land is bush fire prone land, a statement to that effect.	None apply Part of the land is bush fire prone.
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	All of the land is bush fire prone.
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**12. Property vegetation plans**

If the land is land to which a property vegetation plan under Part 4 of the <u>Native Vegetation Act 2003</u> (and that continues in force) applies, a statement to that effect (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).	None apply Council has been notified of a PVP, Please contact the relevant Catchment Management Authority for further information
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**13. Orders under Trees (Disputes Between Neighbours) Act 2006**

Whether an order has been made under the <u>Trees (Disputes Between Neighbours) Act 2006</u> to carry out work in relation to a tree on the land (but only if the council has been notified of the order).	None apply
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**14. Directions under Part 3A**

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.	None apply
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**15. Site compatibility certificates and conditions for seniors housing**

If the land is land to which <u>State Environmental Planning Policy (Housing for Senior or People with a Disability) 2004</u> applies: (a) a statement of whether there is a current site compatibility certificate (of which the council is aware), issued under clause 25 of that Policy in respect of proposed development on the land and, if there is a certificate, the statement is to include: (i) the period for which the certificate is current, and (ii) that a copy may be obtained from the head office of the Department of Planning, and (b) a statement setting out any terms of a kind referred to in clause 18(2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.	None apply
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**16. Site compatibility certificates for infrastructure, schools or TAFE establishments**

A statement of whether there is a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land and, if there is a certificate the statement is to include: (a) the period for which the certificate is valid, and (b) that a copy may be obtained from the head office of the Department.	None apply
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**17. Site compatibility certificate and conditions for affordable rental housing**

<p>(1) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development in the land and, if there is a certificate, the statement is to include:</p> <p>(a) the period for which the certificate is current, and</p> <p>(b) That a copy may be obtained from the head office of the Department.</p>	None apply
<p>(2) A statement setting out any terms of a kind referred to in clause 17(1) or 38(1) of <u>State Environmental Planning Policy (affordable Housing) 2009</u> that have been imposed as a condition of consent to a development application in respect of the land.</p>	None apply

**18. Paper subdivision information**

<p>(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.</p> <p>(2) The date of any subdivision order that applies to the land.</p> <p>(3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.</p>	<p><del>a) Council is not aware 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.</del></p> <p><del>b) Council is not aware of any subdivision order that applies to the land.</del></p>
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**19. Site verification certificates**

<p>A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:</p> <p>(a) the matter certified by the certificate, and</p> <p>(b) the date on which the certificate ceases to be current (if any), and</p> <p>(c) that a copy may be obtained from the head office of the Department.</p>	None Apply
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**20. Loose-fill asbestos insulation**

<p>If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the <u>Home Building Act 1989</u>) that are listed on the register that is required to be maintained under that Division, a statement to that effect.</p>	None Apply
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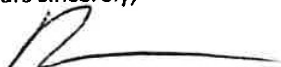
**21. Affected building notices and building product rectification orders**

<p>(1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.</p> <p>(2) A statement of:</p> <p>(a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and</p> <p>(b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.</p> <p>(3) In this clause:          affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.          building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.</p>	<p>None Apply</p>
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**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.

<p>(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.</p>	<p>None apply</p>
<p>(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.</p>	<p>None apply</p>
<p>(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.</p>	<p>None apply</p>
<p>(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.</p>	<p>None apply</p>
<p>(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.</p>	<p>None apply</p>
<p><b>Contaminated Land</b>          Council's records indicate that a past use of the site may have resulted in the contamination of part or all of the site, which may restrict future development of the site. Consideration of relevant provision under relevant State legislation is warranted — Farm Land.</p>	

Yours sincerely,



Ben Nash  
 DEVELOPMENT OFFICER



## Murrumbidgee COUNCIL

Darlington Point Office  
21 Carrington Street  
PO Box 5  
DARLINGTON POINT NSW 2706

Telephone: 02 6960 5500

Coleambally Office  
39 Brolga Place  
COLEAMBALLY NSW 2707

Telephone: 02 6954 4060

Jerilderie Office  
35 Jerilderie Street  
PO Box 96  
JERILDERIE NSW 2716

Telephone: 03 5886 1200

### PLANNING CERTIFICATE UNDER SECTION 10.7 (5)

**Applicants Name:** InfoTrack  
**Address:** GPO Box 4029  
SYDNEY NSW 2001  
**Date:** 16<sup>th</sup> October, 2020  
**Your Reference:** Bonnars  
**Certificate:** 66-20/21

#### DESCRIPTION OF LAND

**Assessment No:** 5447  
**Property Name:**  
**Parish:** Coleambally  
**Lot/Portion:** Lot 7 DP 262397  
**Area/Dimensions:** 517.1H  
**Owner:** Ricegrowers Limited  
**Address:** Locked Bag 2  
LEETON NSW 2705  
**Number:**  
**Street:** Durnan Road  
Coleambally

The following information is provided in respect of the above mentioned land pursuant to Section 10.7(5) of the Environmental Planning and Assessment Act 1979, as amended:

1. Council has a requirement that all on-site waste management systems located within the Murrumbidgee Council be registered with Council. It is the owner's responsibility to ensure this prerequisite is adhered to.
- ~~2. The Right of Way provides partial access to the subject land. The right of way junctions with an unformed road reserve to provide legal access to the subject land.~~
- ~~3. As the property includes Flood Liable Land as defined under the Jerilderie Local Environmental Plan, 1993 the applicant should note that:~~

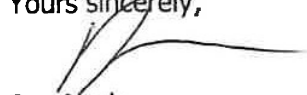
*~~"Council does not have sufficient accurate ground level information to indicate the extent of the land may be affected. A registered surveyor may be able to~~*

*assist in determining flood extents on the site and flood levels relative to building floor levels"*

4. ~~All or part of the land is subject to flood planning controls. Attached is a copy of the Flood Planning Certificate for the lot(s) affected.~~
5. Below is a list of approvals that have been granted for the site for the past 7 years.

NIL

Yours sincerely,



Ben Nash

**DEVELOPMENT OFFICER**



Darlington Point Office  
 21 Carrington Street  
 PO Box 5  
 DARLINGTON POINT NSW 2706  
 Telephone: 02 6960 5500

**Murrumbidgee**  
**COUNCIL**  
 COLEAMBALLY NSW 2707

Telephone: 02 6954 4060

Jerilderie Office  
 35 Jerilderie Street  
 PO Box 96  
 JERILDERIE NSW 2716  
 Telephone: 03 5886 1200

## PLANNING CERTIFICATE UNDER SECTION 10.7 (2)

**Applicants Name:** InfoTrack Certificate 66-20/21  
**Address:** GPO Box 4029  
 SYDNEY NSW 4029  
**Date:** Friday, October 16, 2020  
**Your Reference:** *Bonnars*

### DESCRIPTION OF LAND

**Assessment No:** 5447 **House #:**  
**Property Name:** **Street:** Durnan Road  
**Parish:** Coleambally Coleambally  
**Lot/Portion:** Lot 7 DP 262397  
**Area/Dimensions:** 517.1 Ha  
**Owner:** Ricegrowers Limited  
**Address:** Locked Bag 2  
 LEETON NSW 2705

### 1. Names of relevant planning instruments and DCPs

*The names of:*

<p>(1) each environmental planning instrument that applies to the carrying out of development on the land.</p>	<p><del>Jerilderie Local Environmental Plan 2012</del>  <del>(Notified 22 June 2012)</del></p> <p><b>Murrumbidgee Local Environmental Plan 2013</b>  <b>(notified 3 December 2013)</b>  A text and maps are available at:  <a href="http://www.legislation.nsw.gov.au">www.legislation.nsw.gov.au</a></p> <p><b>State Environmental Planning Policies</b> – are available for viewing at the web site above and are listed in annexure A</p>
<p>(2) each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).</p>	<p>Council has resolved to prepare a Local Environmental Plan for the Council Area</p>
<p>(3) each development control plan that applies to the carrying out of development on the land.</p>	<p><del>Jerilderie</del> <b>Development Control Plan 2012</b></p>

	A copy of this plan can be viewed at <a href="http://www.murrumbidgee.nsw.gov.au">www.murrumbidgee.nsw.gov.au</a> Development Control Plan No.1
(4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.	None Apply

## 2. Zoning and land use under relevant LEPs

For each local environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any 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 No 2(a)"),	<del><b>RU1- Primary Production</b></del> <del><b>RU3- Forestry</b></del> <del><b>RU5- Village</b></del> <del><b>R5- Large Lot Residential</b></del> <del><b>IN1- General Industrial</b></del> <del><b>E1- National Parks and Nature Reserves</b></del> <del><b>E3- Environmental Management</b></del> <del><b>W1- Natural Waterways</b></del> <del><b>W2- Recreational Waterways</b></del> <del><b>SP2- Infrastructure</b></del> <del><b>RE1- Public Recreation</b></del> <del><b>RE2- Private Recreation</b></del>
(b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,	Refer to Annexure 'A'
(c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,	Refer to Annexure 'A'
(d) the purposes for which the instrument provides that development is prohibited within the zone,	Refer to Annexure 'A'
(e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,	Refer to Annexure 'A' <del>Not applicable</del>
(f) whether the land includes or comprises critical habitat	Yes Not Applicable
(g) whether the land is in a conservation area (however described),	<del>Yes - Refer to Annexure 'B'</del> Not Applicable
(h) whether an item of environmental heritage (however described) is situated on the land.	<del>Yes - Refer to Annexure 'B'</del> Not Applicable

### 2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

To the extent that the land is within any zone (however described) under:	<i>Not applicable.</i>
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- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* (the 2006 SEPP), or
- (b) A Precinct Plan (within the meaning of the 2006 SEPP), or
- (c) A proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

the particulars referred to in clause 2 (a) – (h) in relation to that land (with a reference to “the instrument” in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

### 3. Complying development

(1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(2) The extent to which complying development may not be carried out on the land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) ), 1.18(1)(c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

(3) If 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, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

#### **General Housing Code and Rural Housing Code**

**a) Complying development under the Codes SEPP may be carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4) ), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.**

**b) Complying development under the Codes SEPP may not be carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4) ), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for the following reasons:**

- ~~Comprises an item that is listed on the State Heritage Register under the Heritage Act 1977 or on which such an item is located, or~~
- ~~Is subject to an interim heritage order under that Act or on which is located an item that is so subject, or~~
- ~~Is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified.~~

~~If development meets the requirements and standards specified by this Policy and that development:~~

- ~~(a) Has been granted an exemption under section 57(2) of the Heritage Act 1977, or~~
- ~~(b) Is subject to an exemption under section 57 (1A) or (3) of that Act,~~

~~The development is complying development under this policy.~~

- ~~The land is within a heritage conservation area or a draft heritage conservation area, unless the development is for a detached out building or swimming pool, or~~
- ~~Land is reserved for a public purpose by an environmental planning instrument, or~~
- ~~Land that is subject to a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 or a~~

~~property vegetation plan approved under the native Vegetation Act 2003.~~

**Commercial and Industrial (New Buildings and Additions) Code**

~~a) Complying development under the Codes SEPP may be carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.~~

~~b) Complying development under the Codes SEPP may not be carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for the following reasons:~~

- ~~• Comprises an item that is listed on the State Heritage Register under the Heritage Act 1977 or on which such an item is located, or~~
- ~~• Is subject to an interim heritage order under that Act or on which is located an item that is so subject, or~~
- ~~• Is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified.~~

~~If development meets the requirements and standards specified by this Policy and that development:~~

~~(a) Has been granted an exemption under section 57(2) of the Heritage Act 1977, or~~

~~(b) Is subject to an exemption under section 57 (1A) or (3) of that Act,~~

~~The development is complying development under this policy.~~

- ~~• The land is within a heritage conservation area or a draft heritage conservation area, or~~
- ~~• Land is reserved for a public purpose by an environmental planning instrument, or~~
- ~~• Land is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997, or~~
- ~~• Land that is subject to a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 or a property vegetation plan approved under the native Vegetation Act 2003.~~

**Other Codes**

**Housing Alterations Code**

**General Development Code**

**Demolition Code**

**Subdivision Code**



	<p><b>Fire Safety Code</b> <b>Commercial and Industrial Alterations Code</b></p> <p><b>(a)</b> Complying development under the Codes SEPP may be carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</p> <p><del><b>(b)</b> Complying development under the Codes SEPP may not be carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for the following reasons:</del></p> <ul style="list-style-type: none"> <li><del>• Comprises an item that is listed on the State Heritage Register under the Heritage Act 1977 or on which such an item is located, or</del></li> <li><del>• Is subject to an interim heritage order under that Act or on which is located an item that is so subject, or</del></li> <li><del>• Is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified.</del></li> </ul> <p><del>If development meets the requirements and standards specified by this Policy and that development:</del></p> <p><del><b>(a)</b> Has been granted an exemption under section 57(2) of the Heritage Act 1977, or</del></p> <p><del><b>(b)</b> Is subject to an exemption under section 57 (1A) or (3) of that Act,</del></p> <p><del>The development is complying development under this policy.</del></p>
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**Disclaimer**

This certificate only addresses matters raised in Clause 1.17A (1)(c) to (e), (2), (3) and (4), 1.18(1)(c3)- and 1.19 of the Codes SEPP. It is your responsibility to ensure that you comply with any other requirements of the Codes SEPP. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the Codes SEPP could be invalidated by the Land and Environment Court.

If a restriction applies to the land, it may not apply to all of the land and Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

**4. Coastal protection**

<p>Whether or not the land is affected by the operation of section 38 or 39 of the <u>Coastal Protection Act 1979</u>, but only to the extent that the council has been so notified by the Department of Public Works.</p>	<p>The land is not affected by the operation of Section 38 or 39 of the <i>Coastal Protection Act 1979</i>, but only to the extent that the Council has been so notified by the Department of Public Works.</p>
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**4A. Certain information relating to beaches and coasts**

<p>(1) In relation to a coastal council – whether an order has been made under Part 4D of the <u>Coastal Protection Act 1979</u> in relation to emergency coastal protection works (within the meaning of the Act) on the land (or on public land adjacent to that land), except where the Council is satisfied that such an order has been fully complied with.</p> <p>(2) In relation to a coastal council:</p> <p>(a) Whether the council has been notified under section 55X of the <u>Coastal Protection Act 1979</u> that emergency coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and</p> <p>(b) If works have been so placed – whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.</p>	<p><i>Not applicable.</i></p>
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**4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works**

<p>In relation to a coastal council – whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the <u>Local Government Act 1993</u> for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).</p>	<p><i>Not applicable</i></p>
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**5. Mine subsidence**

<p>Whether or not the land is proclaimed to be a mine subsidence district within the meaning of Section 15 of the <u>Mine Subsidence Compensation Act 1961</u>.</p>	<p>This land is not proclaimed to be a mine subsidence district within the meaning of Section 15 of the <u>Mine Subsidence Compensation Act 1961</u>.</p>
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**6. Road widening and road realignment**

*Whether or not the land is affected by any road widening or road realignment under:*

<p>(a) Division 2 of Part 3 of the <u>Roads Act 1993</u>, or</p> <p>(b) any environmental planning instrument, or</p> <p>(c) any resolution of the council.</p>	<p>None apply</p>
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**7. Council and other public authorities policies on hazard risk restrictions**

*Whether or not the land is affected by a policy:*

<p>(a) adopted by the council, or</p> <p>(b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,</p> <p>that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).</p>	<p>None Apply</p> <p><del>Bushfire Prone</del></p>
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**7A. Flood related development controls information**

<p>(1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or senior housing) is subject to flood related development controls.</p> <p>(2) Whether or not development on that land or part of the land for any other purposes is subject to flood related development controls.</p> <p>(3) Words and expressions in this clause have the same meanings as in the Standard Instrument.</p>	<p>Yes</p> <p>None Apply</p>
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#### 8. Land reserved for acquisition

Whether or not any environmental planning instrument, or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.	None apply
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#### 9. Contributions plans

*The name of each contribution plan applying to the land.*

<b>Section 94 Development Servicing Plan,</b>	Murrumbidgee Section 94A contribution plan applies.
<b>Section 64 Development Servicing Plan,</b>	None Apply  Darlington Point and Coleambally Peripheral Area Contributions plan

#### 9A. Biodiversity certified land

If the land is biodiversity certified land (within the meaning of Part 7AA of the <i>Threatened Species Conservation Act 1995</i> ), a statement to that effect.	None apply
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#### 10. Biodiversity stewardship sites

If the land is a biodiversity stewardship agreement under Part 5 of the <i>Biodiversity Conservation Act 2016</i> , a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).	None apply Council has been notified of a Biobanking agreement issued by the Minister for Environment and Heritage
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#### 10A. Native vegetation clearing set asides

If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section)	None apply Council has been notified of a Biobanking agreement issued by the Minister for Environment and Heritage
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#### 11. Bush fire prone land

If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land. If none of the land is bush fire prone land, a statement to that effect.	None apply Part of the land is bush fire prone.
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	All of the land is bush fire prone.
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**12. Property vegetation plans**

If the land is land to which a property vegetation plan under Part 4 of the <i>Native Vegetation Act 2003</i> (and that continues in force) applies, a statement to that effect (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).	None apply Council has been notified of a PVP, Please contact the relevant Catchment Management Authority for further information
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**13. Orders under Trees (Disputes Between Neighbours) Act 2006**

Whether an order has been made under the <i>Trees (Disputes Between Neighbours) Act 2006</i> to carry out work in relation to a tree on the land (but only if the council has been notified of the order).	None apply
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**14. Directions under Part 3A**

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.	None apply
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**15. Site compatibility certificates and conditions for seniors housing**

If the land is land to which <i>State Environmental Planning Policy (Housing for Senior or People with a Disability) 2004</i> applies: (a) a statement of whether there is a current site compatibility certificate (of which the council is aware), issued under clause 25 of that Policy in respect of proposed development on the land and, if there is a certificate, the statement is to include: (i) the period for which the certificate is current, and (ii) that a copy may be obtained from the head office of the Department of Planning, and (b) a statement setting out any terms of a kind referred to in clause 18(2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.	None apply
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**16. Site compatibility certificates for infrastructure, schools or TAFE establishments**

A statement of whether there is a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land and, if there is a certificate the statement is to include: (a) the period for which the certificate is valid, and (b) that a copy may be obtained from the head office of the Department.	None apply
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**17. Site compatibility certificate and conditions for affordable rental housing**

<p>(1) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development in the land and, if there is a certificate, the statement is to include:                  (a) the period for which the certificate is current, and                  (b) That a copy may be obtained front he head office of the Department.</p>	None apply
<p>(2) A statement setting out any terms of a kind referred to in clause 17(1) or 38(1) of <u>State Environmental Planning Policy (affordable Housing) 2009</u> that have been imposed as a condition of consent to a development application in respect of the land.</p>	None apply

**18. Paper subdivision information**

<p>(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.                  (2) The date of any subdivision order that applies to the land.                  (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.</p>	<p><del>a) Council is not aware 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.</del>   <del>b) Council is not aware of any subdivision order that applies to the land.</del></p>
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**19. Site verification certificates**

<p>A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:                  (a) the matter certified by the certificate, and                  (b) the date on which the certificate ceases to be current (if any), and                  (c) that a copy may be obtained from the head office of the Department.</p>	None Apply
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**20. Loose-fill asbestos insulation**

<p>If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the <u>Home Building Act 1989</u>) that are listed on the register that is required to be maintained under that Division, a statement to that effect.</p>	None Apply
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**21. Affected building notices and building product rectification orders**

<p>(1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.</p> <p>(2) A statement of:</p> <p>(a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and</p> <p>(b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.</p> <p>(3) In this clause:          affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.          building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.</p>	<p>None Apply</p>
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**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.

<p>(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.</p>	<p>None apply</p>
<p>(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.</p>	<p>None apply</p>
<p>(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.</p>	<p>None apply</p>
<p>(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.</p>	<p>None apply</p>
<p>(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.</p>	<p>None apply</p>

**Contaminated Land**

~~Council's records indicate that a past use of the site may have resulted in the contamination of part or all of the site, which may restrict future development of the site. Consideration of relevant provision under relevant State legislation is warranted - Farm Land.~~

Yours sincerely,



Ben Nash  
DEVELOPMENT OFFICER



## Murrumbidgee COUNCIL

Darlington Point Office  
21 Carrington Street  
PO Box 5  
DARLINGTON POINT NSW 2706

Telephone: 02 6960 5500

Coleambally Office  
39 Broilga Place  
COLEAMBALLY NSW 2707

Telephone: 02 6954 4060

Jerilderie Office  
35 Jerilderie Street  
PO Box 96  
JERILDERIE NSW 2716

Telephone: 03 5886 1200

### PLANNING CERTIFICATE UNDER SECTION 10.7 (5)

**Applicants Name:** InfoTrack  
**Address:** GPO Box 4029  
SYDNEY NSW 2001  
**Date:** 16<sup>th</sup> October, 2020  
**Your Reference:** Bonnars

**Certificate:** 67-20/21

#### DESCRIPTION OF LAND

**Assessment No:** 5454  
**Property Name:** Coleambally  
**Parish:** Coleambally  
**Lot/Portion:** Lot 1 DP 44551  
**Area/Dimensions:** 4.74H  
**Owner:** Ricegrowers Limited  
**Address:** Locked Bag 2  
LEETON NSW 2705

**Number:**  
**Street:** Durnan Road  
Coleambally

The following information is provided in respect of the above mentioned land pursuant to Section 10.7(5) of the Environmental Planning and Assessment Act 1979, as amended:

1. Council has a requirement that all on-site waste management systems located within the Murrumbidgee Council be registered with Council. It is the owner's responsibility to ensure this prerequisite is adhered to.
- ~~2. The Right of Way provides partial access to the subject land. The right of way junctions with an unformed road reserve to provide legal access to the subject land.~~
- ~~3. As the property includes Flood Liable Land as defined under the Jerilderie Local Environmental Plan, 1993 the applicant should note that:~~

*~~"Council does not have sufficient accurate ground level information to indicate the extent of the land may be affected. A registered surveyor may be able to~~*

*assist in determining flood extents on the site and flood levels relative to building floor levels"*

4. ~~All or part of the land is subject to flood planning controls. Attached is a copy of the Flood Planning Certificate for the lot(s) affected.~~
5. Below is a list of approvals that have been granted for the site for the past 7 years.

NIL

Yours sincerely,

  
Ben Nash  
DEVELOPMENT OFFICER





**Murrumbidgee  
COUNCIL**

Darlington Point Office  
21 Carrington Street  
PO Box 5  
DARLINGTON POINT NSW 2706

Coleambally Office  
39 Brolga Place  
COLEAMBALLY NSW 2707

Jerilderie Office  
35 Jerilderie Street  
PO Box 96  
JERILDERIE NSW 2716

Telephone: 02 6960 5500

Telephone: 02 6954 4060

Telephone: 03 5886 1200

**PLANNING CERTIFICATE UNDER SECTION 10.7 (2)**

**Applicants Name:** InfoTrack **Certificate 67-20/21**  
**Address:** GPO Box 4029  
SYDNEY NSW 4029  
**Date:** Friday, October 23, 2020  
**Your Reference:** *Bonnars*

**DESCRIPTION OF LAND**

**Assessment No:** 5454 **House #:**  
**Property Name:** **Street:** Durnan Road  
Coleambally  
**Parish:** Coleambally  
**Lot/Portion:** Lot 1 DP 44551  
**Area/Dimensions:** 4.74 Ha  
**Owner:** Ricegrowers Limited  
**Address:** Locked Bag 2  
LEETON NSW 2705

**1. Names of relevant planning instruments and DCPs**

*The names of:*

<p>(1) each environmental planning instrument that applies to the carrying out of development on the land.</p>	<p><b>Jerilderie Local Environmental Plan 2012</b> <b>(Notified 22 June 2012)</b></p> <p><b>Murrumbidgee Local Environmental Plan 2013</b> <b>(notified 3 December 2013)</b> A text and maps are available at: <a href="http://www.legislation.nsw.gov.au">www.legislation.nsw.gov.au</a></p> <p><b>State Environmental Planning Policies</b> – are available for viewing at the web site above and are listed in annexure A</p>
<p>(2) each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).</p>	<p>Council has resolved to prepare a Local Environmental Plan for the Council Area</p>
<p>(3) each development control plan that applies to the carrying out of development on the land.</p>	<p><b>Jerilderie Development Control Plan 2012</b></p>

	A copy of this plan can be viewed at <a href="http://www.murrumbidgee.nsw.gov.au">www.murrumbidgee.nsw.gov.au</a> Development Control Plan No.1
(4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.	None Apply

## 2. Zoning and land use under relevant LEPs

For each local environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any 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 No 2(a)"),	<b><i>RU1- Primary Production</i></b> <b><i>RU3- Forestry</i></b> <b><i>RU5- Village</i></b> <b><i>R5- Large Lot Residential</i></b> <b><i>IN1- General Industrial</i></b> <b><i>E1- National Parks and Nature Reserves</i></b> <b><i>E3- Environmental Management</i></b> <b><i>W1- Natural Waterways</i></b> <b><i>W2- Recreational Waterways</i></b> <b><i>SP2- Infrastructure</i></b> <b><i>RE1- Public Recreation</i></b> <b><i>RE2- Private Recreation</i></b>
(b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,	Refer to Annexure 'A'
(c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,	Refer to Annexure 'A'
(d) the purposes for which the instrument provides that development is prohibited within the zone,	Refer to Annexure 'A'
(e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,	Refer to Annexure 'A' Not applicable
(f) whether the land includes or comprises critical habitat	Yes Not Applicable
(g) whether the land is in a conservation area (however described),	Yes — Refer to Annexure 'B' Not Applicable
(h) whether an item of environmental heritage (however described) is situated on the land.	Yes — Refer to Annexure 'B' Not Applicable

### 2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

To the extent that the land is within any zone (however described) under:	Not applicable.
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<p>(a) Part 3 of the <u>State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)</u>, or</p> <p>(b) A Precinct Plan (within the meaning of the 2006 SEPP), or</p> <p>(c) A proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,</p> <p>the particulars referred to in clause 2 (a) – (h) in relation to that land (with a reference to “the instrument” in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).</p>	
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### 3. Complying development

<p>(1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i>.</p> <p>(2) The extent to which complying development may not be carried out on the land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) ), 1.18(1)(c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.</p> <p>(3) If 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, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p>	<p><b>General Housing Code and Rural Housing Code</b></p> <p><b>a) Complying development under the Codes SEPP may be carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4) ), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</b></p> <p><b>b) Complying development under the Codes SEPP may not be carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4) ), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for the following reasons:</b></p> <ul style="list-style-type: none"> <li>• <del>Comprises an item that is listed on the State Heritage Register under the Heritage Act 1977 or on which such an item is located, or</del></li> <li>• <del>Is subject to an interim heritage order under that Act or on which is located an item that is so subject, or</del></li> <li>• <del>Is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified.</del></li> </ul> <p><del>If development meets the requirements and standards specified by this Policy and that development:</del></p> <p><del>(a) Has been granted an exemption under section 57(2) of the Heritage Act 1977, or</del></p> <p><del>(b) Is subject to an exemption under section 57(1A) or (3) of that Act,</del></p> <p><del>The development is complying development under this policy.</del></p> <ul style="list-style-type: none"> <li>• <del>The land is within a heritage conservation area or a draft heritage conservation area, unless the development is for a detached out building or swimming pool, or</del></li> <li>• <del>Land is reserved for a public purpose by an environmental planning instrument, or</del></li> <li>• <del>Land that is subject to a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 or a</del></li> </ul>
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~~property vegetation plan approved under the native Vegetation Act 2003.~~

**Commercial and Industrial (New Buildings and Additions) Code**

~~a) Complying development under the Codes SEPP may be carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.~~

~~b) Complying development under the Codes SEPP may not be carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for the following reasons:~~

- ~~• Comprises an item that is listed on the State Heritage Register under the Heritage Act 1977 or on which such an item is located, or~~
- ~~• Is subject to an interim heritage order under that Act or on which is located an item that is so subject, or~~
- ~~• Is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified.~~

~~If development meets the requirements and standards specified by this Policy and that development:~~

~~(a) Has been granted an exemption under section 57(2) of the Heritage Act 1977, or~~

~~(b) Is subject to an exemption under section 57 (1A) or (3) of that Act,~~

~~The development is complying development under this policy.~~

- ~~• The land is within a heritage conservation area or a draft heritage conservation area, or~~
- ~~• Land is reserved for a public purpose by an environmental planning instrument, or~~
- ~~• Land is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997, or~~
- ~~• Land that is subject to a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 or a property vegetation plan approved under the native Vegetation Act 2003.~~

**Other Codes**

**Housing Alterations Code**

**General Development Code**

**Demolition Code**

**Subdivision Code**

	<p><b>Fire Safety Code</b> <b>Commercial and Industrial Alterations Code</b></p> <p><b>(a)</b> Complying development under the Codes SEPP may be carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</p> <p><del><b>(b)</b> Complying development under the Codes SEPP may not be carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for the following reasons:</del></p> <ul style="list-style-type: none"> <li><del>• Comprises an item that is listed on the State Heritage Register under the Heritage Act 1977 or on which such an item is located, or</del></li> <li><del>• Is subject to an interim heritage order under that Act or on which is located an item that is so subject, or</del></li> <li><del>• Is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified.</del></li> </ul> <p><del>If development meets the requirements and standards specified by this Policy and that development:</del></p> <p><del><b>(a)</b> Has been granted an exemption under section 57(2) of the Heritage Act 1977, or</del></p> <p><del><b>(b)</b> Is subject to an exemption under section 57 (1A) or (3) of that Act,</del></p> <p><del>The development is complying development under this policy.</del></p>
<p><b>Disclaimer</b></p> <p>This certificate only addresses matters raised in Clause 1.17A (1)(c) to (e), (2), (3) and (4), 1.18(1)(c3)- and 1.19 of the Codes SEPP. It is your responsibility to ensure that you comply with any other requirements of the Codes SEPP. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the Codes SEPP could be invalidated by the Land and Environment Court.</p> <p>If a restriction applies to the land, it may not apply to all of the land and Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p>	

**4. Coastal protection**

<p>Whether or not the land is affected by the operation of section 38 or 39 of the <u>Coastal Protection Act 1979</u>, but only to the extent that the council has been so notified by the Department of Public Works.</p>	<p>The land is not affected by the operation of Section 38 or 39 of the <i>Coastal Protection Act 1979</i>, but only to the extent that the Council has been so notified by the Department of Public Works.</p>
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**4A. Certain information relating to beaches and coasts**

<p>(1) In relation to a coastal council – whether an order has been made under Part 4D of the <u>Coastal Protection Act 1979</u> in relation to emergency coastal protection works (within the meaning of the Act) on the land (or on public land adjacent to that land), except where the Council is satisfied that such an order has been fully complied with.</p> <p>(2) In relation to a coastal council:</p> <p>(a) Whether the council has been notified under section 55X of the <u>Coastal Protection Act 1979</u> that emergency coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and</p> <p>(b) If works have been so placed – whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.</p>	<p><i>Not applicable.</i></p>
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**4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works**

<p>In relation to a coastal council – whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the <u>Local Government Act 1993</u> for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).</p>	<p><i>Not applicable</i></p>
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**5. Mine subsidence**

<p>Whether or not the land is proclaimed to be a mine subsidence district within the meaning of Section 15 of the <u>Mine Subsidence Compensation Act 1961</u>.</p>	<p>This land is not proclaimed to be a mine subsidence district within the meaning of Section 15 of the <u>Mine Subsidence Compensation Act 1961</u>.</p>
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**6. Road widening and road realignment**

*Whether or not the land is affected by any road widening or road realignment under:*

<p>(a) Division 2 of Part 3 of the <u>Roads Act 1993</u>, or</p> <p>(b) any environmental planning instrument, or</p> <p>(c) any resolution of the council.</p>	<p>None apply</p>
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**7. Council and other public authorities policies on hazard risk restrictions**

*Whether or not the land is affected by a policy:*

<p>(a) adopted by the council, or</p> <p>(b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,</p> <p>that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).</p>	<p>None Apply</p> <p><b>Bushfire Prone</b></p>
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**7A. Flood related development controls information**

<p>(1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or senior housing) is subject to flood related development controls.</p> <p>(2) Whether or not development on that land or part of the land for any other purposes is subject to flood related development controls.</p> <p>(3) Words and expressions in this clause have the same meanings as in the Standard Instrument.</p>	<p>Yes</p> <p>None Apply</p>
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**8. Land reserved for acquisition**

Whether or not any environmental planning instrument, or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.	None apply
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**9. Contributions plans**

*The name of each contribution plan applying to the land.*

<b>Section 94 Development Servicing Plan,</b>	Murrumbidgee Section 94A contribution plan applies.
<b>Section 64 Development Servicing Plan,</b>	None Apply  Darlington Point and Coleambally Peripheral Area Contributions plan

**9A. Biodiversity certified land**

If the land is biodiversity certified land (within the meaning of Part 7AA of the <i>Threatened Species Conservation Act 1995</i> ), a statement to that effect.	None apply
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**10. Biodiversity stewardship sites**

If the land is a biodiversity stewardship agreement under Part 5 of the <i>Biodiversity Conservation Act 2016</i> , a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).	None apply Council has been notified of a Biobanking agreement issued by the Minister for Environment and Heritage
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**10A. Native vegetation clearing set asides**

If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section)	None apply Council has been notified of a Biobanking agreement issued by the Minister for Environment and Heritage
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**11. Bush fire prone land**

If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land. If none of the land is bush fire prone land, a statement to that effect.	None apply Part of the land is bush fire prone.
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	All of the land is bush fire prone.
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**12. Property vegetation plans**

If the land is land to which a property vegetation plan under Part 4 of the <i>Native Vegetation Act 2003</i> (and that continues in force) applies, a statement to that effect (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).	None apply Council has been notified of a PVP, Please contact the relevant Catchment Management Authority for further information
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**13. Orders under Trees (Disputes Between Neighbours) Act 2006**

Whether an order has been made under the <i>Trees (Disputes Between Neighbours) Act 2006</i> to carry out work in relation to a tree on the land (but only if the council has been notified of the order).	None apply
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**14. Directions under Part 3A**

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.	None apply
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**15. Site compatibility certificates and conditions for seniors housing**

If the land is land to which <i>State Environmental Planning Policy (Housing for Senior or People with a Disability) 2004</i> applies: (a) a statement of whether there is a current site compatibility certificate (of which the council is aware), issued under clause 25 of that Policy in respect of proposed development on the land and, if there is a certificate, the statement is to include: (i) the period for which the certificate is current, and (ii) that a copy may be obtained from the head office of the Department of Planning, and (b) a statement setting out any terms of a kind referred to in clause 18(2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.	None apply
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**16. Site compatibility certificates for infrastructure, schools or TAFE establishments**

A statement of whether there is a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land and, if there is a certificate the statement is to include: (a) the period for which the certificate is valid, and (b) that a copy may be obtained from the head office of the Department.	None apply
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**17. Site compatibility certificate and conditions for affordable rental housing**

<p>(1) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development in the land and, if there is a certificate, the statement is to include:</p> <p>(a) the period for which the certificate is current, and</p> <p>(b) That a copy may be obtained from the head office of the Department.</p>	None apply
<p>(2) A statement setting out any terms of a kind referred to in clause 17(1) or 38(1) of <u>State Environmental Planning Policy (affordable Housing) 2009</u> that have been imposed as a condition of consent to a development application in respect of the land.</p>	None apply

**18. Paper subdivision information**

<p>(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.</p> <p>(2) The date of any subdivision order that applies to the land.</p> <p>(3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.</p>	<p><del>a) Council is not aware 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.</del></p> <p><del>b) Council is not aware of any subdivision order that applies to the land.</del></p>
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**19. Site verification certificates**

<p>A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:</p> <p>(a) the matter certified by the certificate, and</p> <p>(b) the date on which the certificate ceases to be current (if any), and</p> <p>(c) that a copy may be obtained from the head office of the Department.</p>	None Apply
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**20. Loose-fill asbestos insulation**

<p>If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the <u>Home Building Act 1989</u>) that are listed on the register that is required to be maintained under that Division, a statement to that effect.</p>	None Apply
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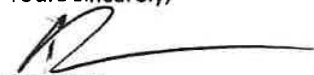
**21. Affected building notices and building product rectification orders**

<p>(1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.</p> <p>(2) A statement of:</p> <p>(a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and</p> <p>(b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.</p> <p>(3) In this clause:          affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.          building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.</p>	<p>None Apply</p>
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**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.

<p>(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.</p>	<p>None apply</p>
<p>(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.</p>	<p>None apply</p>
<p>(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.</p>	<p>None apply</p>
<p>(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.</p>	<p>None apply</p>
<p>(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.</p>	<p>None apply</p>
<p><b>Contaminated Land</b>  <del>Council's records indicate that a past use of the site may have resulted in the contamination of part or all of the site, which may restrict future development of the site. Consideration of relevant provision under relevant State legislation is warranted – Farm Land.</del></p>	

Yours sincerely,



Ben Nash  
**DEVELOPMENT OFFICER**

# Attachment D - Sewerage Infrastructure Letter



**Murrumbidgee  
COUNCIL**

Darlington Point Office  
21 Carrington Street  
PO Box 5  
DARLINGTON POINT NSW 2706

Telephone: 02 69600 5500

Coleambally Office  
39 Broilga Place  
COLEAMBALLY NSW 2707

Telephone: 02 6954 4060

Jerilderie Office  
35 Jerilderie Street  
PO Box 96  
JERILDERIE NSW 2716

Telephone 03 5886 1200

Your Ref: Bonnars

16<sup>th</sup> October, 2020.

InfoTrack,  
GPO Box 4029,  
SYDNEY NSW 2001

Dear Sirs,

**RE: CONNECTION TO SEWERAGE SYSTEM**  
**Assessment 5447: Lot 7 DP 262397**

I refer to your recent enquiry regarding the subject property and wish to advise that sewerage is not connected to this lot.

If you have any questions in regard to this matter, please do not hesitate to contact the undersigned on 69544179 during business hours.

Yours sincerely,

**John Scarce**  
**GENERAL MANAGER**



**Murrumbidgee  
COUNCIL**

Darlington Point Office  
21 Carrington Street  
PO Box 5  
DARLINGTON POINT NSW 2706

Telephone: 02 69600 5500

Coleambally Office  
39 Brolga Place  
COLEAMBALLY NSW 2707

Telephone: 02 6954 4060

Jerilderie Office  
35 Jerilderie Street  
PO Box 96  
JERILDERIE NSW 2716

Telephone 03 5886 1200

Your Ref: Bonnars

16<sup>th</sup> October, 2020.

InfoTrack,  
GPO Box 4029,  
SYDNEY NSW 2001

Dear Sirs,

**RE: CONNECTION TO SEWERAGE SYSTEM**  
**Assessment 5454: Lot 1 DP 44551, Lot 8 DP 262397**

I refer to your recent enquiry regarding the subject property and wish to advise that sewerage is not connected to this lot.

If you have any questions in regard to this matter, please do not hesitate to contact the undersigned on 69544179 during business hours.

Yours sincerely,

  
**John Scarce**  
**GENERAL MANAGER**



**Murrumbidgee**  
**COUNCIL**

Darlington Point Office  
21 Carrington Street  
PO Box 5  
DARLINGTON POINT NSW 2706

Telephone: 02 69600 5500

Coleambally Office  
39 Brolga Place  
COLEAMBALLY NSW 2707

Telephone: 02 6954 4060

Jerilderie Office  
35 Jerilderie Street  
PO Box 96  
JERILDERIE NSW 2716

Telephone 03 5886 1200

Your Ref: Bonnars

16<sup>th</sup> October, 2020.

InfoTrack,  
GPO Box 4029,  
SYDNEY NSW 2001

Dear Sirs,

**RE: CONNECTION TO SEWERAGE SYSTEM**  
**Assessment 5496: Lot 1 DP 44580, Lot 12 DP 262397**

I refer to your recent enquiry regarding the subject property and wish to advise that sewerage is not connected to this lot.

If you have any questions in regard to this matter, please do not hesitate to contact the undersigned on 69544179 during business hours.

Yours sincerely,

**John Scarce**  
**GENERAL MANAGER**

# Attachment E - NSW Water Licence Interest Search

# SEARCH REPLY

InfoTrack Pty Limited

G P O Box 4029

SYDNEY NSW-2001



## APPROVALS UNDER WATER MANAGEMENT ACT 2000 LICENCES UNDER WATER ACT 1912 (Part 2, Part 5, Part 8)

Solicitor Enquiry Number: SE025727

Date closed: 30/10/2020

Your reference: Bonnars

**Vendor's name(s)**

Ricegrowers Limited,

**Purchaser's name(s)**

N/A,

A search of the Office's databases in relation to the lots or licence/approval numbers supplied in your request has disclosed the following:

Land Reference	Approval / Licence no.	WAL	Material attached
1//44580	40CA403539	11756	Statement of Approval (WMA 2000)
12//262397	40CA403539	11756	Statement of Approval (WMA 2000)

**NOTE:**

\* Water Access Licences (WALs) are separate from land and must be searched separately.

**Contact**

Should you wish to obtain further information on an Approval or Water Access Licence on this search reply

- Call us on 1300 662 077
- Email us [Customer.Helpdesk@waterNSW.com.au](mailto:Customer.Helpdesk@waterNSW.com.au)
- visit our website [www.waterNSW.com.au](http://www.waterNSW.com.au)

For a list of our local office -

<https://www.waterNSW.com.au/customer-service/water-licensing/applications-and-fees/waterNSW-local-offices>

For financial statements for each chargeable licence, you will need to make a request directly with WaterNSW Billing Team.



A request form is attached if the licence is chargeable.

This water interest search was conducted by Keri Izzard who is contactable on 0419 986412.

For this search, the following licences incur annual water charges:

\* WAL11756

***Please note: WaterNSW aims to maintain the accuracy and completeness of its records but does not warrant the information supplied.***

**PLEASE SEE GENERAL WARNINGS ON NEXT PAGE**

# WARNINGS

Where the search reports licences under the Water Act 1912, these licences continue to be attached to land and are transferred with land sales. A licence statement is provided.

Where the search reports approvals under the Water Management Act (WMA 2000), then the rights to take water have been separated from the approvals for works and use of water on land. These rights to take water are defined in Water Access Licences (WALs) which do not automatically transfer with the land, and must be searched separately.

Detailed information on Water Access Licences can be obtained from the Water Access Licence Register held at the NSW Land Registry Services (LRS) using the WAL number. Access Licences without a WAL number are not yet on the register.

Water Access Licence conditions and general information can be found on the WaterNSW website using either the WAL number or reference number. Visit <https://www.waternsw.com.au/customer-service/water-licensing/nsw-water-register>

Works Not on Land Being Sold - If the Water Supply Works Approval statement shows works (pumps etc) to be on land which is not included in the proposed sale then the approval does not guarantee access to that land unless specified in the conditions.

Search Reports Expired Licence or Approval - Contact WaterNSW on 1300 662 077 to determine the status of any application that may have been lodged to renew the licence or approval in question.

Stock and domestic bores - this search may not report all stock and domestic bore licences/approvals on the properties. Such licences/approvals however do not attract any fees. If the landholder believes there is a licenced bore on the property which has not been reported and further information is desired please contact WaterNSW on 1300 062 077.

## Approval details

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<b>Approval number</b>	40CA403539
<b>Status</b>	CURRENT*
<b>Approval kind</b>	Water Supply Works Water Use
<b>Water sharing plan</b>	MURRUMBIDGEE ALLUVIAL GROUNDWATER SOURCES 2020
<b>Date of effect</b>	01/Oct/2006
<b>Expiry date</b>	30/Sep/2029
<b>Approval holder(s)</b>	Schedule 1
<b>Water supply works</b>	Schedule 2
<b>Water use</b>	Schedule 3
<b>Conditions</b>	Schedule 4

## Contact for service of documents

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<b>Name</b>	RICEGROWERS' CO-OPERATIVE LIMITED
<b>Address</b>	PO Box 561 LEETON NSW 2705

\* **Note:** An approval has effect for such period as is specified in the approval, or if the period is extended under section 105, that extended period. If an application for extension of an approval is lodged before the approval expires, the term of the expiring approval is extended until either the date of the final decision on the application, or a date fixed by the Minister for the approval, whichever is the later date. An approval which has expired can be the subject of an application to extend it but it needs to be accompanied by a statutory declaration of the reasons for the delay in making the application. If the Minister accepts these reasons the term of the approval is taken to have been extended, and the application may be dealt with, as if the application had been made before the approval expired.

It is an offence under the Water Management Act 2000 to breach a term or condition of the approval or to construct and use works to which the approval does not relate. It is also an offence to use works the subject of an approval if the approval has expired, been surrendered or cancelled.

### Schedule 1 - Approval holders

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The holders of this approval are:

Approval holder(s)	ACN (if applicable)
RICEGROWERS LIMITED	007 481 156

#### Important notice - change of landholder or contact

Please advise the Office in the event of any of the following, as soon as practicable:

- If there is a change in the ownership or occupation of the land benefited by this approval (see Schedule 2). Under the Water Management Act 2000, an approval is typically held by the owner or lawful occupier of the benefited land. Consequently, a change in occupation may cause a change in your legal obligations as an approval holder.\*
- If there is a change to the contact person. You will be required to lodge a written statement signed by all the holders.\*
- If there is a change to the mailing address for the nominated contact person. This should be done by the contact person in writing.

*\* An updated Statement of Approval will be issued free of charge*

## Schedule 2 - Water supply works

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### Part A: Authorised water supply works

Subject to the conditions of this approval, in relation to each numbered work in the table, the holders of this approval are authorised to construct and use a water supply work of the type shown at the location specified:

#### Work 1

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<b>Work identifier</b>	GW060412
<b>Specified work</b>	BORE
<b>Diameter (constructed) in millimeters</b>	560
<b>Specified location</b>	12//262397                      Whole Lot
<b>Management zone (if applicable)</b>	
<b>Water source</b>	LOWER MURRUMBIDGEE DEEP GROUNDWATER SOURCE
<b>Water sharing plan</b>	MURRUMBIDGEE ALLUVIAL GROUNDWATER SOURCES 2020

**Schedule 3 - Water Use**

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Subject to the conditions of this approval, the holder(s) of this approval is authorised to use water for the following purpose(s) and location(s):

**Purpose 1**

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**Specified purpose**

IRRIGATION

**Specified location**12//262397  
1//44580

## Schedule 4 - Conditions

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The approval is subject to the following conditions:

### Plan conditions

#### Water sharing plan

#### *Murrumbidgee Alluvial Groundwater Sources*

#### Take of water

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**MW0737-00001**

The approval holder must comply with all restrictions and reductions of extraction rates declared or ordered by the minister to apply in a local impact area.

**MW0863-00001**

The approval holder must not extract water through the water supply work unless the extraction is authorised by a water access licence which nominates this approval.

**MW0739-00001**

The approval holder must not take any water using any water supply work authorised by this approval if the resulting debit from the water allocation account of an access licence which nominates this approval will exceed the volume of water in that account.

#### Water management works

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**MW0701-00001**

The approval holder must not construct, or cause or allow to be constructed, a water supply work, unless construction is carried out by a person who holds a current drillers licence under Part 5 of the Water Act 1912 or a bore drillers licence under the Water Management Act 2000 authorising the driller to construct a water supply work of the class to be constructed.

**MW0742-00001**

Within 12 months of any water supply work being abandoned or ceasing to function, the approval holder must decommission the water supply work.

**MW0703-00001**

If during the construction of the water supply work, saline or contaminated water is encountered above the producing aquifer, such saline or contaminated water must be sealed off by:

(A) inserting casing to a depth sufficient to exclude the saline or contaminated water from the work and

(B) placing an impermeable seal between the casing(s) and the walls of the water supply work sufficient to block the contaminated and/or saline water.

**MW0861-00001**

The water supply work must be constructed to a sufficient depth to enable access to the water source for the life of the work.

**MW0746-00001**

The approval holder must not construct or cause or allow to be constructed a water supply work that allows or causes cross contamination between the aquifer from which water will be extracted and any other aquifer(s).

**MW0743-00001**

The approval holder must comply with all requirements of the Minister for the decommissioning of water supply works and with all other requirements specified by the Minister for decommissioning this water supply work.

**MW0702-00001**

Construction of the water supply work must comply with all drilling standards specified by the Minister.

**Monitoring and recording**

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**MW0738-00001**

The approval holder must install and maintain an extraction measurement device on each water supply work used for the extraction of water under a water access licence unless exempted from this requirement by the Minister's direction. The extraction measurement device must be of a type and standard and meet criteria specified by the minister. The approval holder must maintain and operate the extraction measurement device in an accurate and efficient manner, and in accordance with any directions issued by the minister for the maintenance of extraction measurement devices.

**Reporting**

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**MW0740-00001**

The approval holder must notify the Minister in writing that a water supply work has been abandoned, within two months of abandonment.

**MK0862-00001**

The approval holder must within two (2) months of completing construction of the water supply work authorised by this approval, or after the issue of the approval if the work is existing, submit to the relevant licensor the information requested on the prescribed form.

**MW0744-00001**

The approval holder must provide the Minister, within a month of being requested, with a report to the required standards, detailing the quality of the water obtained via the water supply work.

**Other conditions****Use of water**

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**DK1007-00001**

Water taken from the bore must not be used for the purpose of irrigating rice, unless a special rice approval has been granted by the relevant licensor.

**Water management works**

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**DK1202-00001**

The approval holder must allow the relevant licensor or any person authorised by it, full and free access to the approved works, either during or after construction, for the purpose of carrying out inspection or test of the approved works and its fittings and must carry out any work or alterations deemed necessary by the department for the protection or proper maintenance of the approved works, or the control of the water extracted and for the protection of the quality and the prevention from pollution or contamination of sub-surface water.



**DK1015-00001**

The approval holder must not construct or install works used for the purpose of conveying, distributing or storing water from the works authorised by this approval, that obstruct the free passage of floodwaters flowing in, to, or from a river or lake.

#### **Monitoring and recording**

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**DK1006-00001**

The approval holder must measure and record both the pumping and non-pumping water levels in the bore at least twice each year, in both January and June (or July), and forward a copy of these records with the annual groundwater return.

#### **Additional conditions**

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**DK1203-00001**

The approval holder must not allow tailwater drainage to discharge onto adjoining roads, crown land or other persons land, or into any river as defined under the Water Act 1912 or Water Management Act 2000, or any groundwater aquifer, by surface or sub-surface drains or pipes or any other means.

**Glossary**

**cease to take** - Cease to take conditions means any condition on this approval, or on the access licence under which water is proposed to be taken, that prohibits the taking of water in a particular circumstance.

**form A** - Form A is the form supplied to the approval holder by the driller at completion of the work. It includes details of location and construction of the bore, and quality of the bore water. All sections must be completed before the approval holder signs the form.

**licensor** - WaterNSW or DPI Water, depending on which organisation administers your licences and/or approvals

**General Notes**

All conditions on an approval require compliance. An appeal to the Land and Environment Court against a decision to impose certain conditions on an approval can be made within 28 days after the date the decision is made. Conditions identified with the first letter "D" are those that can be appealed during the appeal period.

The words in this approval have the same meaning as in the *Water Management Act 2000*

**Note: The words in this approval have the same meaning as in the WMA**

**END OF STATEMENT**

# Schedule 3 Improvements and Exclusions

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## 1 Improvements

1 x shearing shed

1 x storage shed

Sheep yards located on the northern side of the property

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## 2 Exclusions

1 x grain harvesting machine

2 x double gates at South Bonnars Lane

2 x double gates at North Bonnars Lane

1 x solar operated bore at South Bonnars Lane and all associated equipment and fittings and fixtures

Any and all growing crops on the property as at the contract date, which may be harvested by the Vendor at its discretion prior to Completion

Various machinery used for farming and agricultural purposes located at the property

All plant, machinery, equipment and fittings and fixtures in the shearing shed and the storage shed (which are to be removed by the vendor prior to completion)

# Contract for sale and purchase of land – Bonnars Lane, Coleambally NSW 2707

## Schedule 4 Auction Conditions

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### **1 Auction Conditions**

- 1.1 The vendor's reserve price must be given in writing to the auctioneer before the auction commences (but not if the auction relates solely to livestock).
- 1.2 A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor.
- 1.3 The highest bidder is the purchaser, subject to any reserve price.
- 1.4 In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
- 1.5 The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor.
- 1.6 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.
- 1.7 A bid cannot be made or accepted after the fall of the hammer.
- 1.8 As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

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### **2 Additional Auction Conditions**

- 2.1 All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
- 2.2 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 any other person.
- 2.3 Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".

# **Contract for sale and purchase of land – Bonnars Lane, Coleambally NSW 2707**

**Contract for sale and purchase of land –  
Bonnars Lane, Coleambally NSW 2707**  
Annexure A Clearance Certificate



RICEGROWERS LIMITED  
RICEGROWERS LIMITED  
L24 MLC 19 MARTIN PLACE  
SYDNEY NSW 2000

Our reference: 7119024253287  
Phone: 13 28 66  
28 October 2020

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410478381132
Vendor name	RICEGROWERS LIMITED
Clearance Certificate Period	28 October 2020 to 28 October 2021

This clearance certificate also applies to the following members of the income tax consolidated group or multiple entry consolidated group (listed on the reverse side of this certificate) of which you are the head company or provisional head company.

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours faithfully,  
**James O'Halloran**  
Deputy Commissioner of Taxation

### NEED HELP

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](http://ato.gov.au/FRCGW)

### CONTACT US

In Australia? Phone us on  
**13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.



## RICEGROWERS LIMITED Consolidated Group Members

### Consolidated Group Member

1. RICEGROWERS LIMITED
2. RIVIANA FOODS PTY. LTD.
3. SILICA RESOURCES PTY LTD
4. RICE RESEARCH AUSTRALIA PTY. LTD.
5. SUNRICE TRADING PTY LTD
6. AUSTRALIAN GRAIN STORAGE PTY LTD
7. AUSTRALIAN RICE GROWERS CO-OPERATIVE LIMITED
8. SUNRICE AUSTRALIA PTY LIMITED
9. SUNSHINE RICE PTY LTD
10. ROZA'S GOURMET PTY LTD