

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Nutrien Ag Solutions of 99-101 Davidsons Street, Deniliquin NSW 2710 in conjunction with Riverina Irrigation & Pastoral Pty Ltd of "Yarrandale", 913 Moonee Swamp Road, Deniliquin, NSW 2710	Phone: 0427 236 791 Ref: James Sides Email: jamesides2710@gmail.com
vendor	Kenneth Charles Crossley, Robyn Susan Crossley, Andrew Charles Crossley and Kellie Christine Crossley "Kapunda", Deniliquin, NSW 2710	
vendor's solicitor	Glowreys - The Riverina Law Firm 185 Cressy Street, DENILIKUIN NSW 2710 DX 5567 Deniliquin	Phone: 03 5881 3766 Email: legal@glowreys.com.au Fax: 03 5881 4258 Ref: EJJ:VB:201653
date for completion	18 February 2021	(clause 15)
land (address, plan details and title reference)	"Old Netherby", Deniliquin NSW 2710 SEE ANNEXED SCHEDULE OF LAND	
improvements attached copies	<input checked="" type="checkbox"/> VACANT POSSESSION SEE ANNEXED SCHEDULE <input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input checked="" type="checkbox"/> other documents: Letters with respect to Sewerage and Drainage Diagram; Murray Irrigation Enquiry Information Statements; Local Land Services AH&CR searches and Crown Lands searches	

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

inclusions	SEE ANNEXED SCHEDULE	
exclusions	SEE ANNEXED SCHEDULE	
purchaser		
purchaser's solicitor		
price	\$	
deposit	\$	(10% of the price, unless otherwise stated)
balance	\$	
contract date	(if not stated, the date this contract was made)	

buyer's agent

vendor	<div style="border: 1px dashed black; padding: 5px;"> <p>GST AMOUNT (optional) The price includes GST of: \$</p> </div>	witness
purchaser	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> 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 a **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 address (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 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 type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for neighbourhood property
<input checked="" 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 <i>planning agreement</i>	<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 <i>legislation</i>	<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 type="checkbox"/> 22 <i>clearance certificate</i>	<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
Home Building Act 1989	<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
Swimming Pools Act 1992	Other
<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:**

APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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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 th 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"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served 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 *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

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

"Old Netherby" DENILQUIN NSW 2710

SCHEDULE OF LAND

<u>Lot No.</u>	<u>DP</u>	<u>Auto Consol</u>	<u>Crown Plan</u>	<u>DP</u>	<u>Area</u>
"Old Netherby"					
16	756292		462.1806		18.92
17	756292		463.1803		18.92
19	756256		442.1803		129.50
25	756256		437.1803		97.12
49	756256		836.1803		105.42
21	756256)	14201-246	435.1803		129.50
1	1018610)			1018610	92.24
1 & 2	128156	10947-178		128156	1.77
					593.39

SCHEDULE OF IMPROVEMENTS, INCLUSIONS & EXCLUSIONS

"Old Netherby"

- Woolshed and yards (bare and excluding loading race)
- 2011 OTECH Irrimec irrigation pump – Serial No. 2907767
- John Deere 6 cyl. 40/441 engine F/W: 10" pipe 3 phase 10 amp synchro brush alternator
- 2011 OTECH 520 mtr centre pivot irrigation system F/W: 20 wheels electric motor drive 12 spans

SPECIAL CONDITIONS TO AGREEMENT FOR SALE OF LAND

between **Kenneth Charles Crossley, Robyn Susan Crossley, Andrew Charles Crossley and Kellie Christine Crossley** as Vendors
and _____

as Purchaser

Dated this day of 2020

1. **Apportionment of Values**

Subject to special condition 11, in respect of which the apportionments are agreed and fixed, the Vendor reserves the right to nominate the value of all assets passing with the property pursuant to this Contract whether specifically mentioned or otherwise for taxation purposes and covenants with the Purchaser to notify such values to them upon demand in writing. In the case of depreciable assets, such values shall be not more than the closing written down figures for such assets in the books of the Vendor as at the date of this Contract. When notified, such values shall be deemed to be included in and form part of the purchase price.

2. **Stock**

The Vendor covenants with the Purchasers not to depasture any stock on the subject property between the date of this Contract and the completion date, in excess of the numbers usually depastured on the property, in rotation with the other properties comprising the "Netherby Aggregation" offered for sale simultaneously with this property.

3. **Purchaser's incapacity**

Without in any manner negating limiting or restricting any rights or remedies which would have been available to the Vendor at law or in equity had this condition not been included herein, should the Purchaser (and if more than one any of them) prior to completion die or become mentally ill or be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a company resolve to go into liquidation, or have a petition for the winding up of the Purchaser presented, or enter into any scheme of arrangement with its creditors under the Corporations Law (as amended) or should any liquidator receiver or official manager be appointed in respect of the Purchaser then the Vendor may at their option and by notice in writing to the Purchaser' Solicitor rescind this Contract whereupon the provisions of printed condition 19 shall apply.

4. **Purchaser's obligation to inspect and make inquiry**

The Purchaser shall be deemed to have acquainted himself with the use to which the property can be put, the state and condition of the property, the position state and condition of all improvements and inclusions which are the subject of this Contract, whether specifically mentioned or otherwise, levee banks, fencing and irrigation infrastructure including irrigators, bores, pumps, motors, and irrigation outlets, and the same are sold to, and accepted by, the Purchaser, in their present position, condition, and state of repair, with all defects, and no warranty condition or stipulation as to the use, quality, state of fitness or condition, or position is given expressly or impliedly by the Vendor or any person purporting to act on behalf of the Vendor.

5. **Vendor's right on default**

If the Purchaser shall not complete this purchase by the completion date, without default by the Vendor, the Purchaser shall pay to the Vendor on completion, in addition to the balance purchase money, an amount calculated as ten percent (10%) per annum interest on the balance purchase money, computed at a daily rate from the day immediately after the completion date to the day on which this sale shall be completed.

It is agreed that this amount is the genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings.

6. **Notice to complete**

Fourteen (14) days shall be deemed to be a reasonable period for the service of a Notice to Complete.

7. **Benefits to Purchaser**

The benefit and obligations in respect of any enclosure permit and any other rights licences or permits attaching to the property shall pass to the Purchaser by virtue of completion, on the basis that the Purchaser shall be liable for any application fees or transfer fees in relation to such rights licences or permits.

8. **Claim for compensation/requisition as to Title**

8.1 Any claim for compensation by the Purchaser shall be deemed to be a requisition as to Title for the purposes of this Contract.

8.2 The Purchaser shall not be entitled to make any claim for compensation or requisition as to Title in respect of the damage to any assets passing with the property, whether specifically mentioned or otherwise, as a result of fire, storm, tempest, lightning, earthquake, flooding or any other cause, between the date hereof and the date of completion of this Contract and, hence, it shall be the responsibility of the Purchaser to insure those assets required by the Purchaser against those risks desired from the date hereof to the level of cover required by the Purchaser.

8.3 The Purchasers shall not be entitled to make any requisition or claim for compensation in respect of:-

- (a) Any roads or reservations of roads traversing the property; and
- (b) Any gates having been erected across a road or roads which traverse the property; and
- (c) The Vendors not holding any permits or authorised to enclose roads within the boundaries of the land sold or to carry rabbit proof or other fencing across any roads dividing or adjoining; and
- (d) The existence of any roads or reservation of roads not disclosed in the Contract; and
- (e) Any contravention of the Rural Workers Accommodation Act; and
- (f) the existence or position of any give and take fences; and
- (g) The existence or nature of any exploration licence, mining licence or lease; and
- (h) The existence, siting or size of any dam; and
- (i) Any discrepancy between the property as fenced and the title boundaries; and
- (j) Any contravention of, or non compliance with, regulations with respect to Occupational Health and Safety; and
- (k) Any contravention of, or non compliance with, building regulations; and
- (l) The presence of any threatened species on the subject property and/or the impact of such presence on the use to which any part of the property may be put; and
- (m) The presence or effect on the land of any disused plunge stock dip or rubbish tip.

9. **Murray Irrigation Limited**

9.1 The Vendor authorises the Purchaser to apply to Murray Irrigation Limited for the following information from the records of the Company:

- (a) contribution payable in respect of water supplied to the relevant Landholding (as required by Section 71 of the Irrigation Corporations Act, 1994);
- (b) water usage;

- (c) whether any notices or orders have been issued by Murray Irrigation Limited to the Landholder in respect of breaches of the Entitlements Contract or the Irrigation Corporations Act;
 - (d) details as to the existing Shares and Water Entitlements referable to the Landholding; and
 - (e) whether any applications have been received by Murray Irrigation Limited for transfers of Water Entitlements or volumes of water.
- 9.2 This special condition 9 assumes that the "property" is defined to include 1,719 Murray Irrigation Limited ("MIL") Shares, 5 Water Entitlements and 562 Delivery Entitlements being part of what is presently held with landholding reference Nos. M132 and M133, but excluding any remaining MIL Water Entitlements Shares and Delivery Entitlements which are not included in the sale of the property.
- 9.3 Completion of this Contract of Sale is subject to and conditional upon the consent of MIL to the permanent transfer of the Water Entitlements, Shares and Delivery Entitlements referred to in special condition 9.2 as being included in the sale.
- 9.4
- 9.4.1 The Purchaser must sign and serve the form of Application for Approval to Permanently Transfer the Water Entitlements (as prescribed by MIL from time to time) (the "Application") on the Vendor within fourteen (14) days after the date of this Contract.
 - 9.4.2 The Application must be signed by the Purchaser and completed by the Purchaser in all necessary particulars and by stating in the Application the use proposed to be made of the land by the Purchaser following the completion of this Contract.
- 9.5 Serving the Application does not of itself imply acceptance of the title to the property.
- 9.6 If any information needed for the form of Application is not disclosed by the Vendor in this Contract, is not served by the Vendor and is requested in writing by the Purchaser, the Vendor must serve it within a reasonable time after the request.
- 9.7 Upon receipt by the Vendor from the Purchaser of the duly completed and executed Application, the Vendor must promptly sign and lodge the Application with MIL for approval and pay the relevant fee and must provide evidence to the Purchaser that the Application has been made.
- 9.8 The Vendor and Purchaser both agree to promptly provide any additional information or documentation which may be required by MIL to enable it to expeditiously consider the Application.
- 9.9 The Vendor will promptly notify the Purchaser in writing upon being advised by MIL that the application has been determined, and the outcome of the Application.
- 9.9.1 If MIL consents to the Application subject to conditions, which require the performance of obligations by the Vendor, the Purchaser may make a requisition (but only before completion) requiring the Vendor to comply with the requirements of MIL.
 - 9.9.2 Subject to special condition 9.10, if MIL refuses to consent to the Application in any case other than as referred to in special condition 9.9.1, either party may rescind the Contract on the giving of written notice to the other and the provisions of printed condition 19 will apply.
 - 9.9.3 This clause does not affect any other rights of the parties.
- 9.10
- 9.10.1 The Vendor makes no warranty that the land or the water supplied by MIL may be used for the purpose for which the Purchaser proposes to use the land or for any other purpose and the Purchaser cannot make any claim objection or requisition or rescind or terminate the Contract in

respect of any refusal by MIL to approve an Application on the grounds that the Purchaser's use is not acceptable.

- 9.10.2 The Purchaser cannot make any claim or requisition or objection or rescind or terminate the Contract in respect of MIL requiring the execution of MIL's standard Entitlements Contract, or a restriction on use or a transfer granting easement in the form annexed to MIL's standard Entitlements Contract. An approval subject to the condition that these documents to be executed by the Purchaser will be deemed to be an unconditional approval for the purposes of this Contract.
- 9.11 Subject to obtaining the consent from MIL to the Application, on completion, the Vendor must give the Purchaser the Share and Water Entitlements Certificate relevant to the Shares and Water Entitlements.
- 9.12
- 9.12.1 From the date of completion of this Contract and until such time as the registers of MIL have been updated to record the change of ownership of the land and the Shares and Water Entitlements, the Vendor authorises the Purchaser to order water from MIL in the name of the Vendor and by using the personal identification number of the Vendor (which the Vendor agrees to disclose to the Purchaser upon completion).
- 9.12.2 The Purchaser indemnifies the Vendor in respect of any liability which the Vendor may incur as a result of the Purchaser ordering water in the name of the Vendor, including without limitation any liability for contributions or other fees levied by MIL in respect of the Water Entitlements or water delivered to the land pursuant to the Water Entitlements.
- 9.13 The property sold includes the Vendor's right title and interest in the Shares, Water Entitlements and Delivery Entitlements referred to in special condition 9.2 as being included in the sale and in this condition "Water Entitlements and Shares" has the same meaning in the Articles of Association of Murray Irrigation Limited.
- 9.14 The fixed charges payable to MIL will be adjusted as at the completion date.
- 9.15 The Vendor shall have the right to retain or transfer any remaining Shares and Delivery Entitlements presently held in conjunction with LRN M132.
- 9.16 The Vendor is entitled to the benefit of any allocation announced by Murray Irrigation Limited in respect of the holding, the Water, or Delivery Entitlements, and whether or not there has been an Available Water Determination by WaterNSW, up to and including the completion date, and the Purchaser shall be entitled thereafter.

10. **GST**

10.1 Definitions

"ATO" means the Australian Taxation Office or such other relevant authority which is empowered to recover GST payable under the GST Act;

"GST" means goods and services tax within the meaning of the GST Act and includes any interest, additional tax and/or penalties payable pursuant to the Act;

"GST Act" means the *A New Tax System (Goods and Services Tax) Act 1999* (as amended) and the *A New Tax System (Goods and Services Tax Transition) Act 1999* (as amended) and any related tax impositions Act includes legislation which is enacted to validate recapture or recoup the tax imposed by such Acts;

"Supply" has the same meaning as in the GST Act;

"Tax Invoice" has the same meaning as in the GST Act;

and, except where the contrary intention appears, expressions used in this clause have the meanings given to them in the GST Act.

- 10.2 The Vendor and the Purchaser agree that:
- (a) the supply of the Land including the Improvements and Inclusions is a supply of farm land for farming under s38-480 of the GST Act and is GST-free under s9-30(1) of the GST Act;
 - (b) the supply of the Water Entitlements and Delivery Entitlements is GST-free under s9-30(1) of the GST Act; and
 - (c) the supply of the Shares is a Financial Supply (input taxed supply) by the Vendor to the Purchaser.
- 10.3 The Vendor warrants that a farming business has been continuously carried on, on all the Land for at least the period of 5 years preceding the Supply.
- 10.4 The Purchaser warrants that it intends that a farming business will be carried on, on the Land.
- 10.5 If the ATO holds that the supply of any of the improvements and inclusions does not constitute the supply of a fixture and that, hence, is a taxable supply to the extent of the value of such improvements or inclusions and requires the Vendor to pay GST in respect of such supply, the Vendor shall be entitled to serve a tax invoice on the Purchaser to be reimbursed for the amount of GST payable by the Vendor in respect of such supply.
- 10.6 If, after completion of this Contract, the Vendor is held by the ATO to have made a taxable supply because the Purchaser does not intend, or continue, to use the property for farming purposes after the completion date, the Vendor shall be entitled to serve a tax invoice on the Purchaser to be reimbursed for the amount of GST payable by the Vendor in respect of the taxable supply so created, together with any penalties or interest which apply.
- 10.7 Payment of the GST amount under clauses 10.5 and 10.6 is subject to the Vendor first providing to the Purchaser a tax invoice and copies of all correspondence with the ATO (including assessments) confirming that:
- (a) the supply is not a supply of farm land for farming under s38-480 of the GST Act, and
 - (b) that GST is payable.
- 10.8 If this Contract requires the Purchaser to pay for, reimburse, or contribute to any expense or liability (**reimbursement expenses**) incurred by the Vendor to a third party, the amount to be paid, reimbursed or contributed will be the amount of the reimbursement expense (inclusive of GST) less the amount of any input tax credit to which the Vendor is entitled (if any) in respect of the reimbursable expense.
- 10.9 To the extent that there is any inconsistency between clause 13 of the Contract and this clause, the provisions of this clause prevail.
- 10.10 This special condition will not merge on completion.

11. **Apportionment of Price**

The parties acknowledge and agree that the purchase price has been calculated as follows:-

5 MIL Water Entitlements	\$	7,750.00
1,719 MIL Shares	\$	1,719.00
Land, Improvements, Inclusions and Delivery Entitlements	\$	
TOTAL	\$	<u> </u>

12. **Exclusion of Warranties**

The Purchaser acknowledges and agrees that this Contract constitutes the entire agreement between the parties and that there are no conditions, warranties, or other terms affecting the sale other than those specifically set out in this Contract.

13. **Release of security interest**

- 13.1 This general condition applies if any part of the property is subject to a security interest to which the Personal Property Securities Act 2009 (Cth) applies.
- 13.2 The Vendor must ensure that at or before settlement, the Purchaser receives:
- (a) a release from the secured party releasing the security interest in respect of the property; or
 - (b) a statement in writing in accordance with Section 275(1)(b) of the Personal Property Securities Act 2009 (Cth) setting out that the amount or obligation that is secured is nil at the due date for settlement; or
 - (c) a written approval or correction in accordance with Section 275(1)(c) of the Personal Property Securities Act 2009 (Cth) indicating that, on the due date for settlement, the personal property included in the contract is not or will not be property in which the security interest is granted,
- if the security interest is registered in the Personal Property Securities Register.
- 13.3 The Vendor is not obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of any personal property that is sold in the ordinary course of the Vendor's business of selling personal property of that kind unless, in the case of goods that may or must be described by serial number in the Personal Property Securities Register, the Purchaser advises the Vendor at least 21 days before the due date for settlement that the goods are to be held as inventory.
- 13.4 The Vendor is not obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of any personal property that:
- (a) is not described by serial number in the Personal Property Securities Register; and
 - (b) is predominantly used for personal, domestic or household purposes; and
 - (c) has a market value of no more than \$5,000.00 or, if a greater amount has been prescribed for the purposes of Section 47(1) of the Personal Property Securities Act 2009 (Cth), not more than that prescribed amount.
- 13.5 A release for the purposes of special condition 13.2 must be in writing and in a form published by the Law Society of New South Wales or the Australian Bankers Association.
- 13.6 If the Purchaser receives a release under special condition 13.2, the Purchaser must provide the Vendor with a copy of the release at or as soon as practicable after settlement.
- 13.7 In addition to ensuring a release is received under special condition 13.2, the Vendor must ensure that at or before settlement the Purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 13.8 The Purchaser must advise the Vendor of any security interest that the Purchaser reasonably requires to be released at least 21 days before the due date for settlement.
- 13.9 If the Purchaser does not provide an advice under special condition 13.8, the Vendor may delay settlement until 21 days after the Purchaser advises the Vendor of the security interests that the Purchaser reasonably requires to be released.
- 13.10 If settlement is delayed under special condition 13.9, the Purchaser must pay the Vendor:
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the Vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the Vendor as a result of the delay, as though the Purchaser was in default.

Words and phrases used in this special condition which are defined in the Personal Property Securities Act 2009 (Cth) have the same meaning in this special condition.

14. **Harvest of Winter Crops**

In the event that the Vendor has not completed the harvesting of any winter crops on the property by the completion date, the Purchaser will permit the Vendor and the Vendor's servants, agents and contractors such access is as reasonably necessary for the purposes of completing the harvest and removing the proceeds of that harvest on the following conditions:

- (i) The Vendor shall maintain public liability insurance cover in the sum of not less than \$20,000,000.00 in respect of any part of the property to which this provision applies.
- (ii) The Vendor indemnifies the Purchaser in respect of all notices, actions, claims, demands and proceedings of whatever nature, arising out of, or incidental to, the exercise by the Vendor, his servants, agents and contractors of the right granted pursuant to this provision.
- (iii) In exercising the right granted in this provision, the Vendor shall use his best endeavours to not interfere unreasonably with the Purchaser's right to operate a farming business on the remainder of the property not the subject of the completion of harvest.

15. **Director's Guarantee**

The Purchaser shall procure the execution of the Guarantee in the form annexed to this Contract, within seven (7) days of the date of this Contract, by all directors of the Purchaser to personally guarantee the due performance of all the obligations of the Purchaser pursuant to this Contract.

16. **Conditional Contract**

Because the subject property is part of an existing aggregation of land owned by the Vendor, the Vendor reserves the right to rescind this Contract, ab initio, by serving notice on the Purchaser of the intention to rescind, at any time on or before 5.00pm on the 14th day after the date of this Contract, in the event that the remainder of the land comprising the aggregation known as "Netherby" and offered for sale on the same date as this property has not been sold, in which case the deposit paid shall be refunded in full and neither party shall, thereafter, have any legal obligation to the other in respect of this Contract.

- (c) is a continuing guarantee in respect of the whole of the Purchaser's obligations and will be irrevocable and will remain in force and effect until all the Purchaser's obligations pursuant to the Contract have been satisfied; and
- (d) will not be considered as wholly or partially discharged until the Purchaser completes all the Purchaser's obligations pursuant to the Contract.

Guarantors Liability Absolute

- 3. The liability of the Guarantor is absolute and will not be affected by any act, omission, matter or thing which, but for this provision, might operate to release or otherwise exonerate it from its obligations in whole or in part.

Security

- 4. The Guarantor has not taken, and will not take without written consent of the Beneficiary, any security from the Purchaser in connection with this Guarantee.

Expenses

- 5. The Guarantor shall reimburse the Beneficiary for the expenses of the Beneficiary incurred in connection with the enforcement of, or the preservation of any rights under, this Guarantee including legal costs and expenses on a full indemnity basis.

Assignment

- 6. This Guarantee and the rights of the Beneficiary under it may be assigned or transferred by way of security absolutely by the Beneficiary without the consent of the Purchaser or the Guarantor.

Notices

- 7. Any demand or notice will be made in writing signed by an officer or agent of the Beneficiary and may be served on the Guarantor whether by hand or by post. Any demand or notice may be addressed to the Guarantor at the address or place of business last known to the Beneficiary and will be deemed to have been received on the second

business day following the day on which it was posted and will be effective even if it is returned undelivered to the Beneficiary.

EXECUTED AS A DEED

SIGNED SEALED & DELIVERED by:-

.....

in the presence of:

.....

Witness

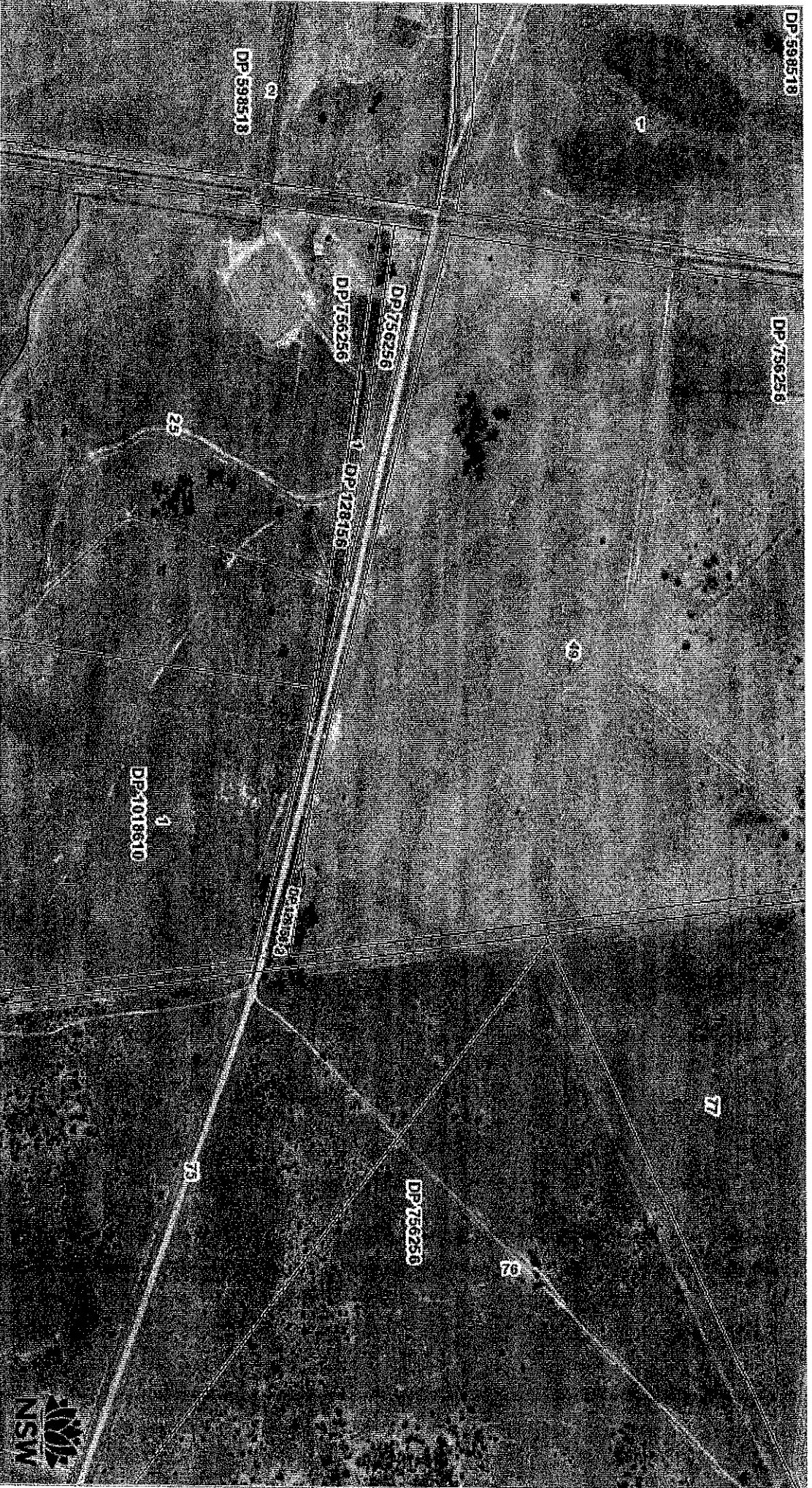
SIGNED SEALED & DELIVERED by:-

.....

in the presence of:

.....

Witness



Disclaimer: This report has been generated by various sources and is provided for information purposes only. Spatial Services does not warrant or represent that the information is free from errors or omission, or that it is exhaustive. Spatial Services gives no warranty in relation to the information, especially material supplied by third parties. Spatial Services accepts no liability for loss, damage, or costs that you may incur relating to any use or reliance upon the information in this report.





NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 16/756292

SEARCH DATE	TIME	EDITION NO	DATE
2/10/2020	9:23 AM	5	2/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY COMMONWEALTH BANK OF AUSTRALIA.

LAND

LOT 16 IN DEPOSITED PLAN 756292
LOCAL GOVERNMENT AREA EDWARD RIVER
PARISH OF KERRANAKOON COUNTY OF TOWNSEND
(FORMERLY KNOWN AS PORTION 16)
TITLE DIAGRAM CROWN PLAN 462.1803

FIRST SCHEDULE

KENNETH CHARLES CROSSLEY
ROBYN SUSAN CROSSLEY
AS JOINT TENANTS IN 1/2 SHARE
ANDREW CHARLES CROSSLEY
KELLIE CHRISTINE CROSSLEY
AS JOINT TENANTS IN 1/2 SHARE
AS TENANTS IN COMMON

(T AJ416699)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- * 2 AI808582 CAVEAT BY MURRAY IRRIGATION LIMITED
- * AJ416699 CAVEATOR CONSENTED
- * AJ416703 CAVEATOR CONSENTED
- 3 AJ416703 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: 17/756292

SEARCH DATE	TIME	EDITION NO	DATE
2/10/2020	9:23 AM	5	2/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY COMMONWEALTH BANK OF AUSTRALIA.

LAND

LOT 17 IN DEPOSITED PLAN 756292
LOCAL GOVERNMENT AREA EDWARD RIVER
PARISH OF KERRANAKOON COUNTY OF TOWNSEND
(FORMERLY KNOWN AS PORTION 17)
TITLE DIAGRAM CROWN PLAN 463.1803

FIRST SCHEDULE

KENNETH CHARLES CROSSLEY
ROBYN SUSAN CROSSLEY
AS JOINT TENANTS IN 1/2 SHARE
ANDREW CHARLES CROSSLEY
KELLIE CHRISTINE CROSSLEY
AS JOINT TENANTS IN 1/2 SHARE
AS TENANTS IN COMMON

(T AJ416699)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- * 2 AI808582 CAVEAT BY MURRAY IRRIGATION LIMITED
- * AJ416699 CAVEATOR CONSENTED
- * AJ416703 CAVEATOR CONSENTED
- 3 AJ416703 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: 19/756256

SEARCH DATE	TIME	EDITION NO	DATE
2/10/2020	9:24 AM	5	2/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY COMMONWEALTH BANK OF AUSTRALIA.

LAND

LOT 19 IN DEPOSITED PLAN 756256
LOCAL GOVERNMENT AREA EDWARD RIVER
PARISH OF BOREE COUNTY OF TOWNSEND
(FORMERLY KNOWN AS PORTION 19)
TITLE DIAGRAM CROWN PLAN 442.1803

FIRST SCHEDULE

KENNETH CHARLES CROSSLEY
ROBYN SUSAN CROSSLEY
AS JOINT TENANTS IN 1/2 SHARE
ANDREW CHARLES CROSSLEY
KELLIE CHRISTINE CROSSLEY
AS JOINT TENANTS IN 1/2 SHARE
AS TENANTS IN COMMON (T AJ416699)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- * 2 AI808582 CAVEAT BY MURRAY IRRIGATION LIMITED
- * AJ416699 CAVEATOR CONSENTED
- * AJ416703 CAVEATOR CONSENTED
- 3 AJ416703 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

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: 25/756256

SEARCH DATE	TIME	EDITION NO	DATE
2/10/2020	9:25 AM	5	2/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY COMMONWEALTH BANK OF AUSTRALIA.

LAND

LOT 25 IN DEPOSITED PLAN 756256
LOCAL GOVERNMENT AREA EDWARD RIVER
PARISH OF BOREE COUNTY OF TOWNSEND
(FORMERLY KNOWN AS PORTION 25)
TITLE DIAGRAM CROWN PLAN 437.1803

FIRST SCHEDULE

KENNETH CHARLES CROSSLEY
ROBYN SUSAN CROSSLEY
AS JOINT TENANTS IN 1/2 SHARE
ANDREW CHARLES CROSSLEY
KELLIE CHRISTINE CROSSLEY
AS JOINT TENANTS IN 1/2 SHARE
AS TENANTS IN COMMON (T AJ416699)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- * 2 AI808582 CAVEAT BY MURRAY IRRIGATION LIMITED
- * AJ416699 CAVEATOR CONSENTED
- * AJ416703 CAVEATOR CONSENTED
- 3 AJ416703 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: AUTO CONSOL 14201-246

SEARCH DATE	TIME	EDITION NO	DATE
2/10/2020	9:14 AM	5	2/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY COMMONWEALTH BANK OF AUSTRALIA.

LAND

LAND DESCRIBED IN SCHEDULE OF PARCELS
AT PRETTY PINE
LOCAL GOVERNMENT AREA EDWARD RIVER
PARISH OF BOREE COUNTY OF TOWNSEND
TITLE DIAGRAM SEE SCHEDULE OF PARCELS

FIRST SCHEDULE

KENNETH CHARLES CROSSLEY
ROBYN SUSAN CROSSLEY
AS JOINT TENANTS IN 1/2 SHARE
ANDREW CHARLES CROSSLEY
KELLIE CHRISTINE CROSSLEY
AS JOINT TENANTS IN 1/2 SHARE
AS TENANTS IN COMMON

(T AJ416699)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 LAND EXCLUDES MINERALS
- * 3 AI808582 CAVEAT BY MURRAY IRRIGATION LIMITED
- * AJ416699 CAVEATOR CONSENTED
- * AJ416703 CAVEATOR CONSENTED
- 4 AJ416703 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

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

SCHEDULE OF PARCELS

LOT 21 IN DP756256
LOT 1 IN DP1018610

TITLE DIAGRAM

CROWN PLAN 435.1803
DP1018610.

*** END OF SEARCH ***

201653

PRINTED ON 2/10/2020

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



FOLIO: AUTO CONSOL 10947-178

SEARCH DATE	TIME	EDITION NO	DATE
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2/10/2020	9:14 AM	5	2/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY COMMONWEALTH BANK OF AUSTRALIA.

LAND

LAND DESCRIBED IN SCHEDULE OF PARCELS
LOCAL GOVERNMENT AREA EDWARD RIVER
PARISH OF BOREE COUNTY OF TOWNSEND
TITLE DIAGRAM DP128156

FIRST SCHEDULE

KENNETH CHARLES CROSSLEY
ROBYN SUSAN CROSSLEY
AS JOINT TENANTS IN 1/2 SHARE
ANDREW CHARLES CROSSLEY
KELLIE CHRISTINE CROSSLEY
AS JOINT TENANTS IN 1/2 SHARE
AS TENANTS IN COMMON

(T AJ416699)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- * 2 AI808582 CAVEAT BY MURRAY IRRIGATION LIMITED
- * AJ416699 CAVEATOR CONSENTED
- * AJ416703 CAVEATOR CONSENTED
- 3 AJ416703 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

SCHEDULE OF PARCELS

LOTS 1-2 IN DP128156.

*** END OF SEARCH ***



FOLIO: 49/756256

SEARCH DATE	TIME	EDITION NO	DATE
2/10/2020	9:13 AM	5	2/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY COMMONWEALTH BANK OF AUSTRALIA.

LAND

LOT 49 IN DEPOSITED PLAN 756256
LOCAL GOVERNMENT AREA EDWARD RIVER
PARISH OF BOREE COUNTY OF TOWNSEND
(FORMERLY KNOWN AS PORTION 49)
TITLE DIAGRAM CROWN PLAN 836.1803

FIRST SCHEDULE

KENNETH CHARLES CROSSLEY
ROBYN SUSAN CROSSLEY
AS JOINT TENANTS IN 1/2 SHARE
ANDREW CHARLES CROSSLEY
KELLIE CHRISTINE CROSSLEY
AS JOINT TENANTS IN 1/2 SHARE
AS TENANTS IN COMMON

(T AJ416700)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 LAND EXCLUDES THE ROAD(S) SHOWN IN THE TITLE DIAGRAM
- * 3 AI808583 CAVEAT BY MURRAY IRRIGATION LIMITED
- * AJ416700 CAVEATOR CONSENTED
- * AJ416701 CAVEATOR CONSENTED
- 4 AJ416701 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



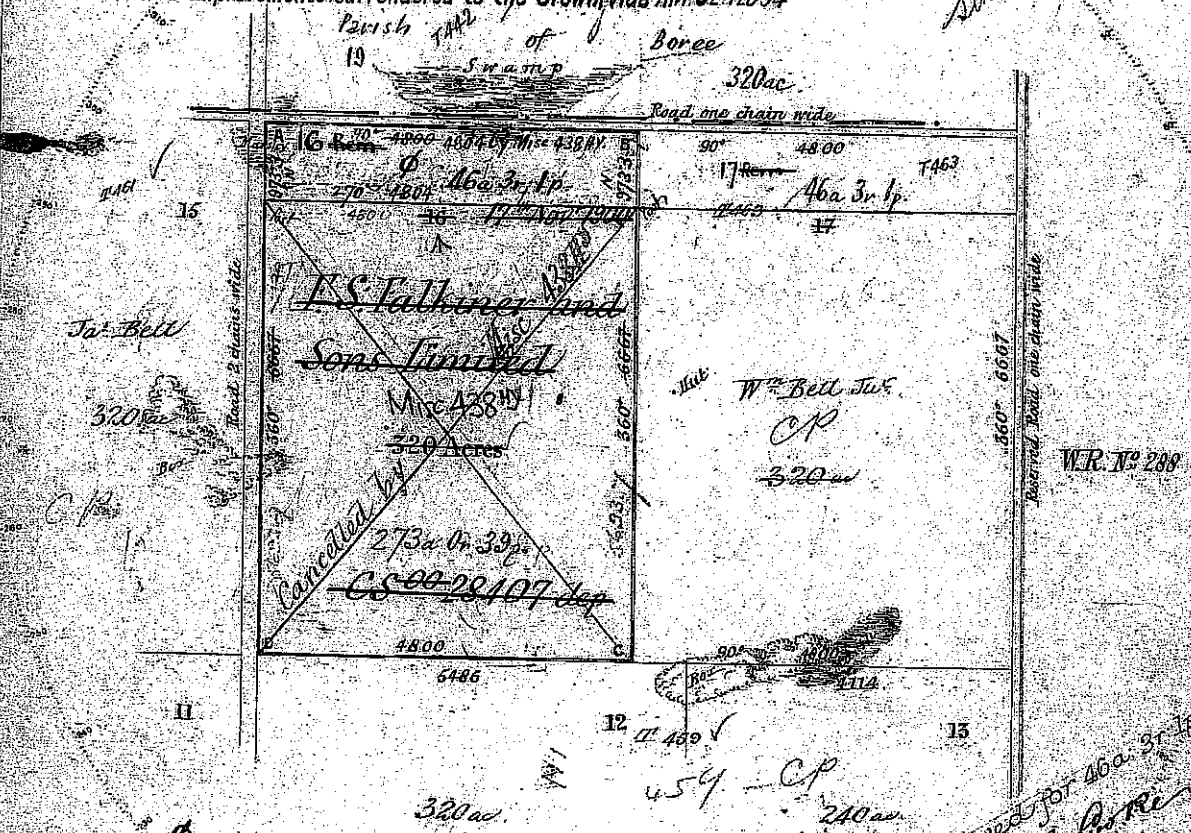
PLAN
of portion **Nº 16**
Parish of Kerranagoon
COUNTY OF TOWNSEND

Discharge

Applied for under the 13th clause of the Crown Lands Alienation Act of 1861 by
William Bell
CP 74 286 8 Jan 74

ML Nº 18526 which clashes with CP 74 286 has been abandoned vide Mines 76 2807
Proposed Surrender of 273a Or 33p under Sec 47 C.L.A. 1895 4th of 1897
Vide Plan Misc 438 H

Por. 16 surrendered under Sec. 47 C.L.A. of 1895 vide Aln. 02.12315
New CP Por 16 declared to be Crown Lands, vide Gaz. 1st July 1903
and Improvements surrendered to the Crown, vide Aln. 02.12094



Por 16 ~~CP 74 286~~ Sale Compt^e 17 Nov 1900
F.S. Talkiner & Sons Trmt^a CS 00 28107 dep

Exam^d for Desc^t *15.1.03*
Deed Issued

PLAN MICROFILMED

NO ADDITIONS OR AMENDMENTS TO BE MADE

Reference to Corners

Corner	Bearing	From	Lines	N. on Tho
A	no	tree		near
B				
C				
D				

Reference to Traverse

Line	Bearing	Distance

Scale 20 Chains to an Inch.

Marked in accordance with regulations
Instrument used in Survey Theodolite
Date of Survey April 1874
Value of Improvements Hut £10
situated in the Morago Ban.

Handwritten notes and signatures in the bottom left corner, including '15.1.03' and '20 July 74'.

462-1803

Transmitted to the Surveyor General with my letter of the 30th April 1903
Edw. Burgess
Licensed Surveyor

11371
 N.D.S. DEPARTMENT

PLAN
 of portion N^o 17
 Parish of Kerranagoon
 COUNTY OF TOWNSEND

Applied for under the 15th clause of the Crown Lands Alienation Act of 1861 by
 William Bell Junr

CP 74-287 3rd Aug 74

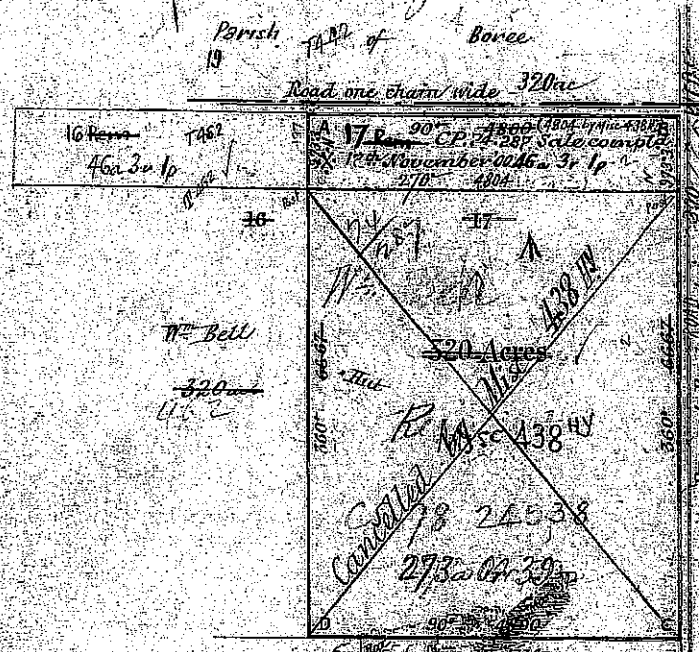
M.L. N^o 18526 which dashes with CP 74-287 has been abandoned vide M.L. N^o 76-2807

Vide CS 70-18 Dep. Sec. to J. J. Falkiner & Sons Ltd.

Proposed Surrender of 273 ac Or. 39p under Sec 47 C.L.A. N^o 16817
 vide Plan Mis^o 438 45

Por. P. 17 surrendered under Sec. 47 C.L.A. of 1895 vide A/n. 02. 12215

Por. 17 declared to be Crown Lands, vide Gaz. 1st July 1903
 and Improvements surrendered to the Crown vide A/n. 02. 12094



E.S. Falkiner and Sons Limited
 CS. 00. 287 18 Dep

PLAN MICROFILMED

NO ADDITIONS OR AMENDMENTS TO BE MADE

Exmd. for Decree of the 15.1.53.

Reference to Corners

Corner	Bearing	From	Links	ft on the
A	to	tree		near
B				
C				

Reference to Traverse

Line	Bearing	Distance

Scale 20 Chains to an Inch

Marked in accordance with regulations
 Instrument used in Survey Theodolite
 Date of Survey April 1874
 Value of Improvements Not £10
 Situated in the Morago Run

463-1803

Transmitted to the Surveyor General with my copy of the 30th April 1874

Edu. Burgess
 Licensed Surveyor

463

Handwritten notes and signatures:
 W.R. N^o 288
 35-18865
 57-46-2-30
 131768
 20-3-18
 plan approved for 46a-37-18
 10th July 1903

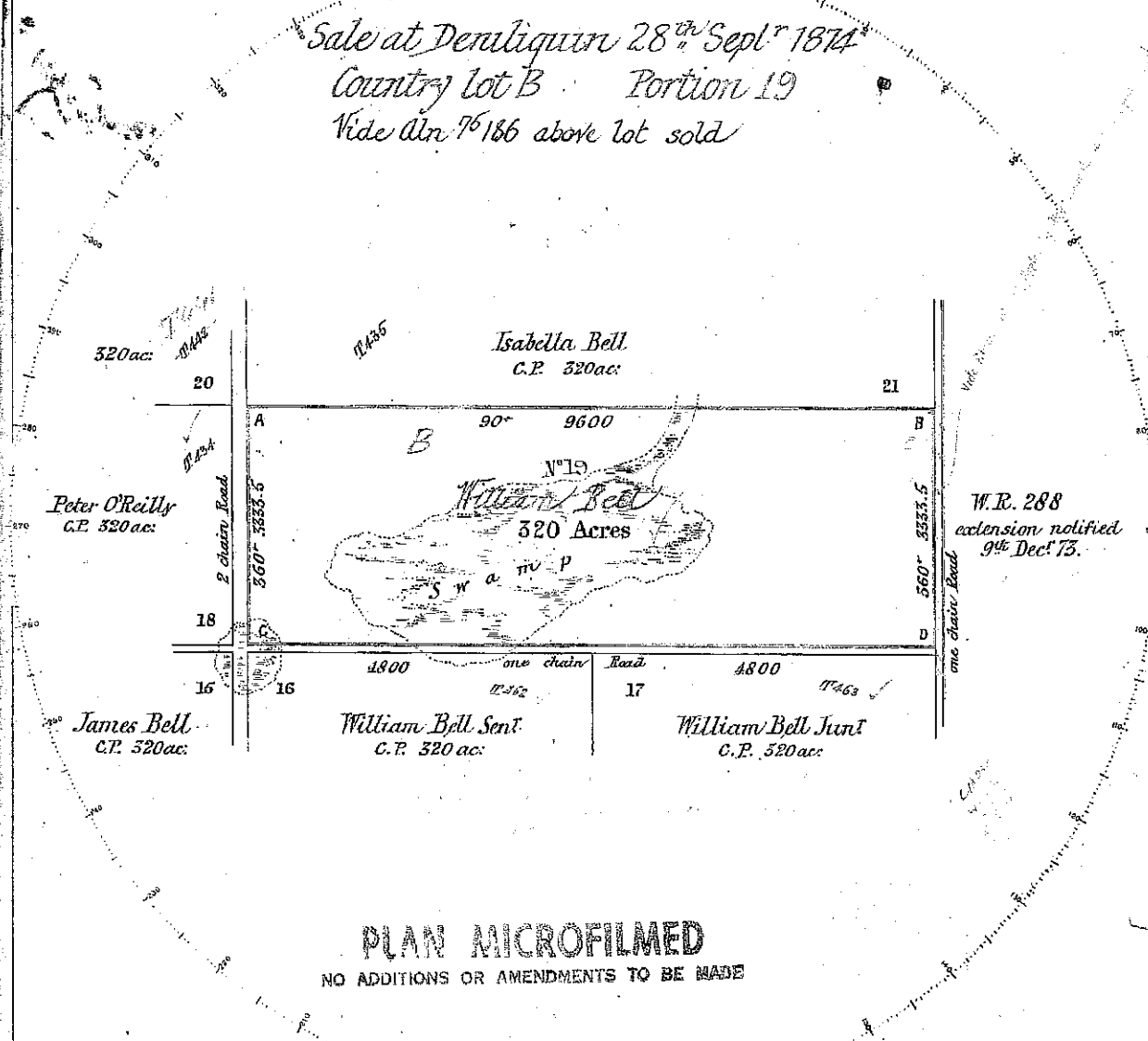


PLAN
of portion N^o 19
Parish of Boree
COUNTY OF TOWNSEND

Applied for under the 23rd clause of the Crown Lands Alienation Act of 1861 by
Messrs G. & F. Peppin

M.L. N^o 18523 which adjoins with measured portion N^o 19 has been abandoned vide Mines 76-2807

Sale at Deniliquin 28th Sept^r 1874
Country lot B Portion 19
Vide Min 76-186 above lot sold



PLAN MICROFILMED
NO ADDITIONS OR AMENDMENTS TO BE MADE

Reference to Corners

Corner	Bearing	From	Line	to or near
A	no	tree		near
B	"	"		"
C	"	"		"
D	"	"		"

Reference to Traverse

Line	Bearing	Distance

Scale 20 Chains to an Inch.

Marked in accordance with regulations
Instrument used in Survey Theodolite
Date of Survey May 1874
Value of Improvements nil
Situated in the Morago Run

442-1803

Transmitted to the Surveyor General with my letter of the 30th May 1874

Edw. Burgess
Licensed Surveyor

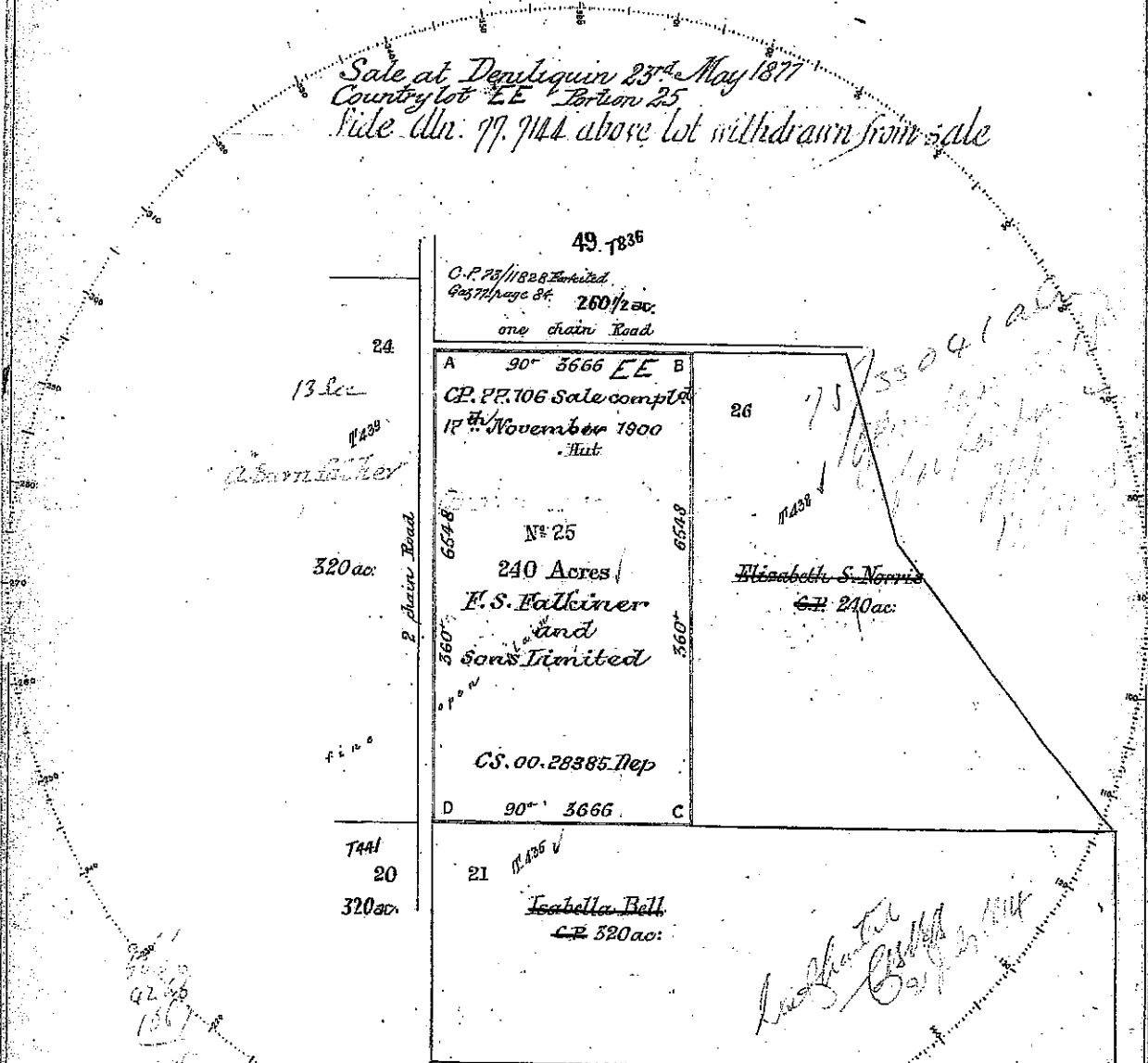
442



PLAN
of portion **N^o 25**
Parish of Boree.
COUNTY TOWNSEND

Applied for under the 13th clause of the Crown Lands Alienation Act of 1861 by
George Norris

Sale at Deniliquin 23rd May 1877
Country lot EE Portion 25
Side Dln. 77, 714 above lot withdrawn from sale



PLAN MICROFILMED

NO ADDITIONS OR AMENOMENTS TO BE MADE

Reference to Corners

Corner	Bearing	From	Link	N ^o on Tree
A	no	tree		near
B	218° 0'	Willow tree	47	25-26 near
C	no			
D				

Reference to Travese

Line	Bearing	Distance

Scale 20 Chains to an Inch.

Marked in accordance with regulations
Instrument used in Survey Theodolite
Date of Survey May 1874
Value of Improvements Est. £ 10
Situated in the Morago Run

437-1803

Transmitted to the Surveyor General with my date of the 30th May 1876

Edw. Burgess
Licensed Surveyor

15
1190

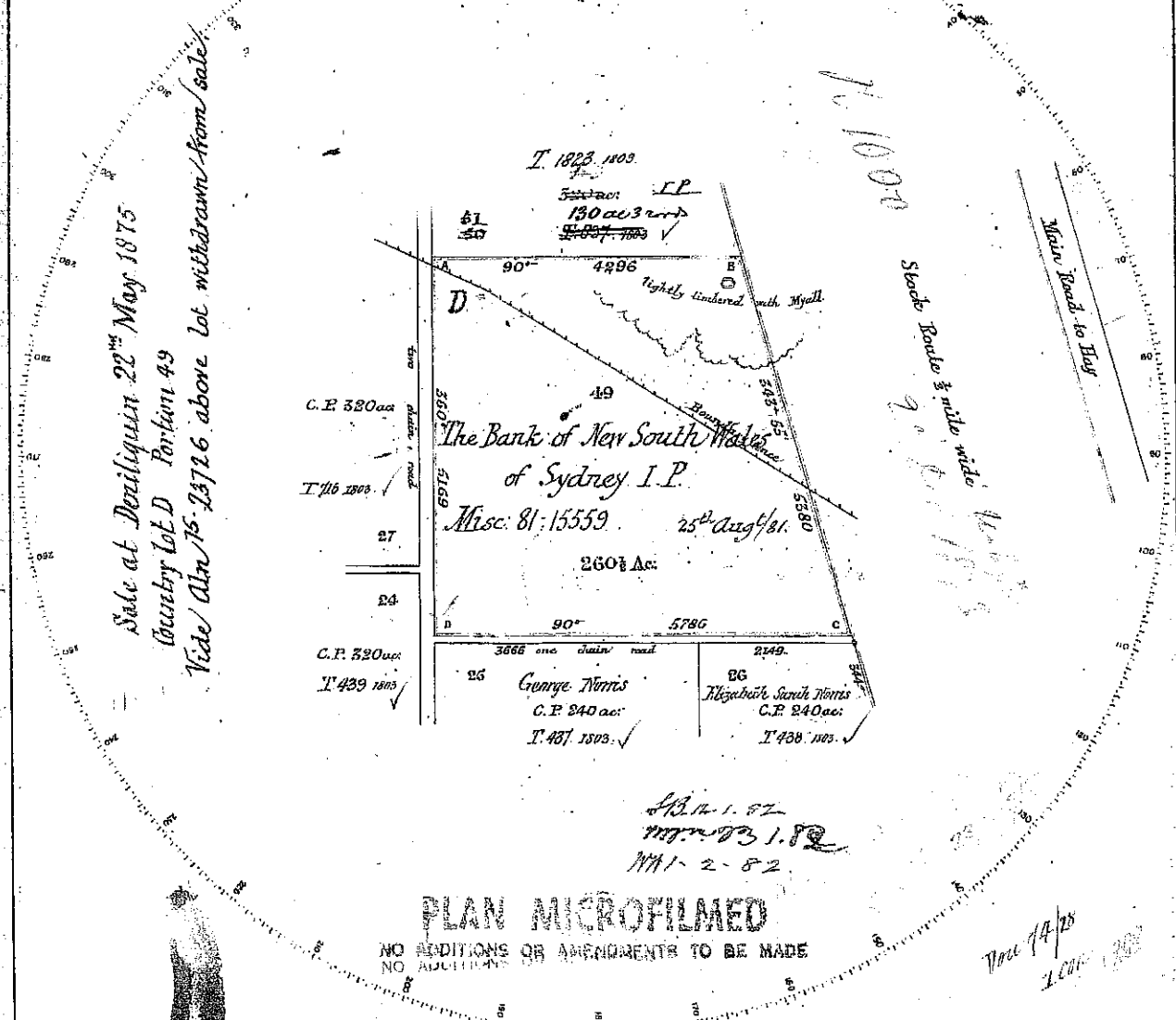
Deviliquin

PLAN
of portion N^o 49
Parish of Boree
COUNTY OF TOWNSEND

Applied for under the 25th clause of the Crown Lands Alienation Act of 1861 by
G. & F. Peppin

II 78/2284 26 Sep 80 Referred 24 August 1880 His 1876

CP 74-14160 lapsed Gazette 20 July 1878



PLAN MICROFILMED

NO ADDITIONS OR AMENDMENTS TO BE MADE
NO ALTERATIONS

CORNERS

Corner	Bearing	From	Links	N ^o on Trce
A	na	tree		near
B	"	"		"
C	86° 45'	tree	59	49
D	na	tree		near

TRAVERSE

Line	Bearing	Distance

Scale 20 Chains to an Inch

Marked in accordance with regulations
Instrument used in Survey Theodolite
Date of Survey October 1874
Value of improvements at £20

836-1803

Transmitted to the Surveyor General with my letter of the 21st Dec 1874

Edw. Burgess
Licensed Surveyor

*How accepted
Mc
to 10/11/75*

*Nov 14/75
I.C.M. 1803*

74
12796
LANDS DEPARTMENT

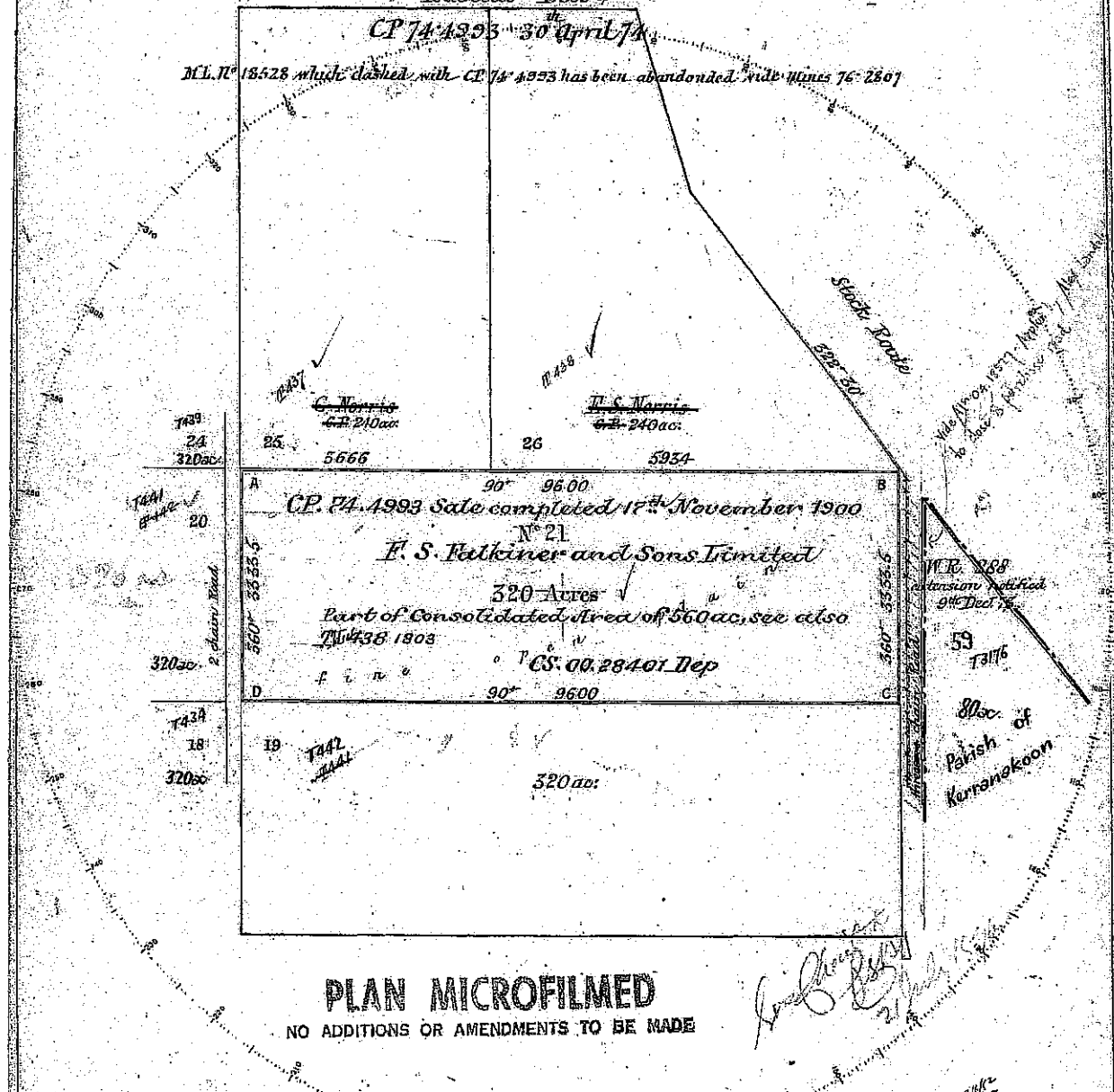
Denville

PLAN
of portion No 21
Parish of Boree
COUNTY OF TOWNSEND

Applied for under the 15th clause of the Crown Lands Alienation Act of 1861 by
Isabella Bell *applicant*

CP 74 4293 30 April 74

M.L.N. 18528 which dashed with CP 74 4293 has been abandoned vide lines 76-2807



PLAN MICROFILMED

NO ADDITIONS OR AMENDMENTS TO BE MADE

Exhd. for Deasgn. *see en. n. 22*

Reference to Corners

Corner	Bearing	From	Links	ft. on Tree
A	no	tree		near
B				
C				
D				

in Parish M 30
see en. n. 22
see en. n. 22

Reference to Traverse

Line	Bearing	Distance

435

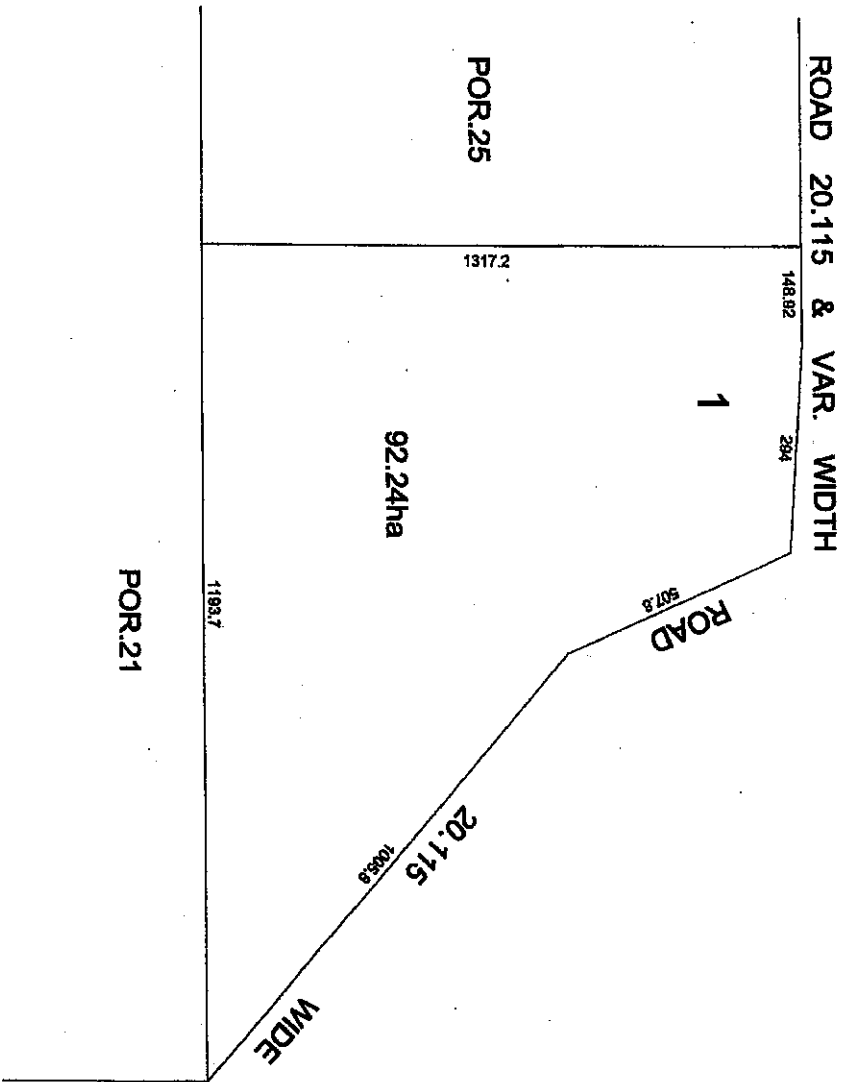
Scale 20 Chains to an Inch.

Marked in accordance with regulations
Instrument used in Survey Theodolite
Date of Survey May 1874
Value of Improvements £125
Situated in the Merago Bar

435-1803

Transmitted to the Surveyor General with my letter of the 30th May 1874

Edw. Burgess
Licensed Surveyor



DP1018610

Registered:  6/10/2000

Title System: TORRENS

Purpose: DEPARTMENTAL

Ref. Map: PARISH#

Last Plan: 438.1803

PLAN OF PART POR.26 IN DP756256
COMPRISED IN VOL. 14201 FOL.246

Lengths are in metres. Reduction Ratio - NTS
LTO Ref: DRD TC

L.G.A.: WINDOURAN
LOCALITY: PRETTY PINE
PARISH: BOREE
COUNTY: TOWNSEND (12)

LOT PRIOR IDENTITY

CAVEAT



AI808582S

Prohibiting Recording of a Dealing or Plan
or Granting of a Possessory Application
New South Wales

Section 74F Real Property Act 1900

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY

Office of State Revenue use only

(A) TORRENS TITLE

Auto consols 20006-80, 13901-74, 14201-246, 13901-75, 8664-212, 10947-178
Folio Identifiers 1/33375, 16/756292, 17/756292, 19/756256, 25/756256,
1/598518, 2/598518

REGISTERED DEALING

Number

Torrens Title

(C) LODGED BY

Document Collection Box 106G

Name, Address or DX, Telephone, and Customer Account Number if any
LLPN: SAI GLOBAL Property
123843H DX 885 SYDNEY
02 9210 0700

CODE

X

Reference: 41085907 - Norton Rose

(D) REGISTERED PROPRIETOR

Agline Pastoral Pty Limited ACN 111 152 080
21 Wells Road, Mordialloc VIC

Postcode: 3195

(E) CAVEATOR

Insert the full name and address (residential if individual/registered office if body corporate)

Murray Irrigation Limited ACN 067 197 933
443 Charlotte Street, Deniliquin NSW

Postcode: 2170

(F) NAME AND ADDRESS IN NEW SOUTH WALES FOR SERVICE OF NOTICES ON THE CAVEATOR

IMPORTANT NOTE: The address *must* be a street address. If desired, a Document Exchange box in NSW may be provided *in addition*. If the caveator's name or address for service of notices changes, notification *must* be lodged on form 08CX.

Name: Murray Irrigation Limited
Street Address: 443 Charlotte Street, Deniliquin NSW

NSW postcode: 2170

Document Exchange Box in NSW (additional):

(G) ACTION PROHIBITED

1, 2, 4 & 7

(H) The caveator claims to be entitled to the estate or interest in the above land _____ specified in Schedule 1 by virtue of the facts _____ set out in that schedule and prohibits the Registrar General from taking, with respect to the above land _____, the action specified above unless the caveator has consented in writing or this caveat has lapsed or been withdrawn.

WARNING: care should be exercised in completing a caveat form. An unsupported caveat may be challenged in the Supreme Court; compensation may be awarded for lodging a caveat without justification (section 74P Real Property Act 1900). Failure to observe the requirements of regulations 7 and 8 of the current Real Property Regulation may make the caveat invalid.

(I) SCHEDULE 1 Estate or interest claimed

Particulars of the estate or interest in the abovementioned land		
Statutory interest created in favour of the Caveator over the land in accordance with the terms of Section 355 of the Water Management Act 2000		
By virtue of the instrument referred to below		
Nature of Instrument	Date	Parties
N/a	N/a	N/a
By virtue of the facts stated below		
Section 355 of the Water Management Act 2000, in particular Rates and Charges imposed on the Registered Proprietor relating to services and things supplied to the land by the Caveator.		

(J) SCHEDULE 2 Action prohibited by this caveat

1. The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
2. The registration or recording of any plan other than a delimitation plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
3. The registration of delimitation plan¹ No.
4. The granting of any possessory application² with respect to the land in the Torrens Title referred to above.
5. The recording in the register of any dealing affecting the estate or interest of which the caveator is registered proprietor.
6. The granting of an application to extinguish the NOT APPLICABLE created by NOT APPLICABLE No.
7. The recording in the Register of a writ affecting the estate or interest claimed by the caveator and set out in Schedule 1.

(K) STATUTORY DECLARATION³

I, ~~Nicholas Michael Afarou~~ Richard Adrian Cohen

solemnly and sincerely declare that—

1. To the best of my knowledge, information and belief
 - (a) the caveator has a good and valid claim to the estate or interest set out in Schedule 1.
 - (b) the address specified at (D) as the address of the registered proprietor is the correct address.
 2. This caveat does not require the leave of the Supreme Court or the endorsed consent of the registered proprietor;
- I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900 and I certify this caveat to be correct for the purposes of the Real Property Act 1900.

Made and subscribed at Sydney in the state of New South Wales on 11 August 2014
 in the presence of Michael Afarou of 225 George St, Sydney
 Justice of the Peace (J.P. Number: _____) Practising Solicitor
 Other qualified witness [specify]

** who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person ~~OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and~~
2. I have known the person for at least 12 months ~~OR I have confirmed the person's identity using an identification document and the document I relied on was a~~ [Omit ID No.]

Signature of witness: [Signature]

Signature of declarant: [Signature]

Capacity of declarant if other than the caveator: caveator's solicitor

(L) CONSENT (section 74O Real Property Act 1900)⁴

I, the registered proprietor named at (D)/possessory applicant, for the purposes of section 74O only, consent to this caveat.

Signature of registered proprietor/possessory applicant

1. A plan defining the boundaries of land in a limited folio of the Register. See Part IVB Real Property Act 1900.
2. An application made by a person claiming title to land by virtue of adverse possession. See Part VIA Real Property Act 1900.
3. As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment.** If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.
4. Only one capacity can be selected, either registered proprietor or possessory applicant, cross out whichever does not apply.

CAVEAT



Prohibiting Recording of a Dealing or Plan
or Granting of a Possessory Application
New South Wales

AI808583Q

Section 74F Real Property Act 1900

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY

Office of State Revenue use only

(A) TORRENS TITLE

Folio Identifier 49/756256

(B) REGISTERED DEALING

Number	Torrens Title
--------	---------------

(C) LODGED BY

Document Collection Box 106G	Name, Address or DX, Telephone, and Customer Account Number if any LLPN: SAI GLOBAL Property 123843H DX 885 SYDNEY 02 9210 0700	CODE X
Reference: 41085961 - Norton Rose		

(D) REGISTERED PROPRIETOR

Swann Water Management Pty Limited ACN 106 646 262 21 Wells Road, Mordialloc VIC
Postcode: 3195

(E) CAVEATOR

Insert the full name and address (residential if individual/registered office if body corporate) Murray Irrigation Limited ACN 067 197 933 443 Charlotte Street, Deniliquin NSW
Postcode: 2170

(F) NAME AND ADDRESS IN NEW SOUTH WALES FOR SERVICE OF NOTICES ON THE CAVEATOR

IMPORTANT NOTE: The address <i>must</i> be a street address. If desired, a Document Exchange box in NSW may be provided <i>in addition</i> . If the caveator's name or address for service of notices changes, notification <i>must</i> be lodged on form 08CX.
Name: Murray Irrigation Limited Street Address: 443 Charlotte Street, Deniliquin NSW
NSW postcode: 2170

(G) ACTION PROHIBITED

Document Exchange Box in NSW (additional): 1, 2, 4 & 7

(H) The caveator claims to be entitled to the estate or interest in the above land _____ specified in Schedule I by virtue of the facts _____ set out in that schedule and prohibits the Registrar General from taking, with respect to the above land _____, the action specified above unless the caveator has consented in writing or this caveat has lapsed or been withdrawn.

WARNING: care should be exercised in completing a caveat form. An unsupported caveat may be challenged in the Supreme Court; compensation may be awarded for lodging a caveat without justification (section 74P Real Property Act 1900). Failure to observe the requirements of regulations 7 and 8 of the current Real Property Regulation may make the caveat invalid.

(I) **SCHEDULE 1 Estate or interest claimed**

Particulars of the estate or interest in the abovementioned land		
Statutory interest created in favour of the Caveator over the land in accordance with the terms of Section 355 of the Water Management Act 2000		
By virtue of the instrument referred to below		
Nature of Instrument	Date	Partics
N/a	N/a	N/a
By virtue of the facts stated below		
Section 355 of the Water Management Act 2000, in particular Rates and Charges imposed on the Registered Proprietor relating to services and things supplied to the land by the Caveator.		

(J) **SCHEDULE 2 Action prohibited by this caveat**

- The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
- The registration or recording of any plan other than a delimitation plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
- The registration of delimitation plan¹ No. _____
- The granting of any possessory application² with respect to the land in the Torrens Title referred to above.
- The recording in the register of any dealing affecting the estate or interest of which the caveator is registered proprietor.
- The granting of an application to extinguish the NOT APPLICABLE created by NOT APPLICABLE No. _____
- The recording in the Register of a writ affecting the estate or interest claimed by the caveator and set out in Schedule 1.

(K) **STATUTORY DECLARATION³**

I, ~~Nicholas Michael Afanas~~ Richard Adrian Cohen solemnly and sincerely declare that—

- To the best of my knowledge, information and belief
 - the caveator has a good and valid claim to the estate or interest set out in Schedule 1.
 - the address specified at (D) as the address of the registered proprietor is the correct address.
- This caveat does not require the leave of the Supreme Court or the endorsed consent of the registered proprietor ; I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900 and I certify this caveat to be correct for the purposes of the Real Property Act 1900.

Made and subscribed at Sydney in the state of New South Wales on 11 August 2014 in the presence of Nicholas Michael Afanas of 325 George St, Sydney

Justice of the Peace (J.P. Number: _____) Practising Solicitor
 Other qualified witness [specify]

** who certifies the following matters concerning the making of this statutory declaration by the person who made it:

- I saw the face of the person ~~OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering;~~ and
- I have known the person for at least 12 months ~~OR I have confirmed the person's identity using an identification document and the document I relied on was a~~ _____ [Omit ID No.]


Signature of witness: [Signature] Signature of declarant: [Signature]
 Capacity of declarant if other than the caveator: caveator's solicitor

(L) **CONSENT (section 74O Real Property Act 1900)⁴**

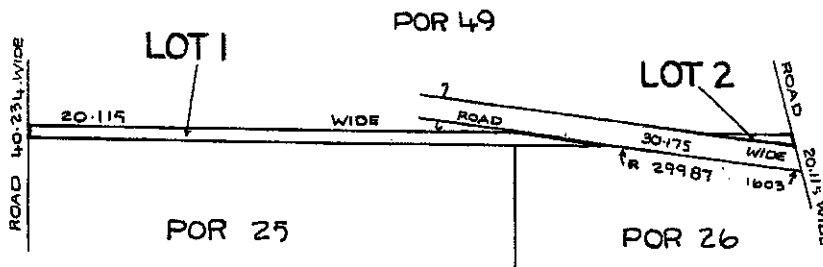
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Signature of registered proprietor/possessory applicant

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- An application made by a person claiming title to land by virtue of adverse possession. See Part VIA Real Property Act 1900.
- As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment.** If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.
- Only one capacity can be selected, either registered proprietor or possessory applicant, cross out whichever does not apply.

<p>PLAN OF 1.770 ha (4A.1R.20P) GRANT BEING THE LAND COMPRISED IN VOL 10947 FOL 178</p>		<p>D.P. 128156</p>
<p>Mun./Shire/City <u>WINDOURAN</u></p>		<p>Registered:  <u>9-8-1994</u></p>
<p>Town or Locality _____</p>		<p>C.A.: _____</p>
<p>Parish <u>BOREE</u></p>		<p>Title System: <u>TORRENS</u></p>
<p>County <u>TOWNSEND</u></p>		<p>Purpose: <u>DEPARTMENTAL</u></p>
<p>Reduction Ratio 1:N.T.S</p>		<p>Ref. Map: <u>PARISH (12)</u></p>
<p>Lengths are in metres</p>		<p>Last Plan: _____</p>

100201B



AREA: 1.770 ha.

NOTE

FULL DIMENSION ARE NOT AVAILABLE FOR ALL LOTS. ANY DIVISION OF THE LANDS HEREIN MAY NECESSITATE THE LODGEMENT OF PLANS OF SURVEY

Enquiry Information

Murray Irrigation confirms that its records indicate the following information as at 02 October 2020 :

Information provided relating to

Landholding Reference Number: M132
Shareholding Reference: 4007921
Water Entitlements Holding: 6012735
Delivery Entitlements Holding: 9104094

(B) LWMP / DRAINAGE LIABILITY

Upon permanent transfer of Delivery Entitlements, an amount up to \$0.00 may be required to be settled before transfer.

(D) SHARE INFORMATION

The Register indicates the following shares are held in respect of the Landholding:

Ordinary Fully Paid: 1944

(E) WATER ENTITLEMENTS

The Register indicates the following information in respect of the Water Entitlements

Owners Name:
KENNETH CHARLES CROSSLEY
ROBYN SUSAN CROSSLEY
ANDREW CHARLES CROSSLEY
KELLIE CHRISTINE CROSSLEY

Number: 5
Class: Class C Water Supply

ENCUMBRANCES

- 1. Unrecorded interests affecting these water entitlements may exist. A search of LPI records, including land titles of Landholdings held by the Holder (and ASIC records for company charges) is recommended.
2. 8011407 CAVEAT MURRAY IRRIGATION LIMITED BK NO A1808583 & A1808582

CONDITIONS

- 1. The Water Entitlements are derived from WAL 9426 held by the Company under the Water Management Act 2000 (NSW) and held subject to the provisions of a Water Entitlements Contract between the Holder and the Company.
2. Water Entitlements may be permanently transferred in accordance with the Policies of the Company and with the written consent of encumbrancees recorded on the Register and on the title of any associated Landholding.
3. The acceptance and recording by the Company of a Notice of Encumbrance is for the purpose of record only; it is not intended to create any legal or equitable rights in either party to the encumbrance nor to determine priority as between encumbrancees.

WATER ALLOCATION ACCOUNT

- 1. There are no active recurring transfers.

(F) LANDHOLDING PARTICULARS

Enquiry Information

The Register indicates the following information in respect of the Landholding:

Owners Name:
 KENNETH CHARLES CROSSLEY
 ROBYN SUSAN CROSSLEY
 ANDREW CHARLES CROSSLEY
 KELLIE CHRISTINE CROSSLEY

Number of Votes: 5
 Landholding Area: 2414.97
 LWMP Category: M1
 Delivery Entitlements: 627

Property Description:

County	Parish	Type	Folio
TOWNSEND	BOREE	Lot/DP	15/756256 - SV
TOWNSEND	BOREE	Lot/DP	16/756256 - SV
TOWNSEND	BOREE	Lot/DP	33/756256 - SV
TOWNSEND	BOREE	Lot/DP	59/756256 - SV
TOWNSEND	BOREE	Consol	13901-74 - SV
TOWNSEND	BOREE	Lot/DP	21/756256 - BN
TOWNSEND	BOREE	Lot/DP	1/1018610 - BN
TOWNSEND	BOREE	Consol	14201-246 - BN
TOWNSEND	BOREE	Lot/DP	11/756256 - BN
TOWNSEND	BOREE	Lot/DP	62/756256 - BN
TOWNSEND	BOREE	Lot/DP	64/756256 - BN
TOWNSEND	BOREE	Lot/DP	66/756256 - BN
TOWNSEND	BOREE	Lot/DP	68/756256 - BN
TOWNSEND	BOREE	Lot/DP	80/756256 - BN
TOWNSEND	BOREE	Consol	13901-75 - BN
TOWNSEND	BOREE	Lot/DP	14/756256 - BN
TOWNSEND	BOREE	Lot/DP	28/756256 - BN
TOWNSEND	BOREE	Lot/DP	29/756256 - BN
TOWNSEND	BOREE	Lot/DP	30/756256 - BN
TOWNSEND	BOREE	Lot/DP	31-756256 - BN
TOWNSEND	BOREE	Lot/DP	58/756256 - BN
TOWNSEND	BOREE	Lot/DP	72/756256 - BN
TOWNSEND	BOREE	Consol	8664-212 - BN
TOWNSEND	BOREE	Lot/DP	1/128156 - BN
TOWNSEND	BOREE	Lot/DP	2/128156 - BN
TOWNSEND	BOREE	Consol	10947-178 - BN
TOWNSEND	BOREE	Lot/DP	16/756292 - BN
TOWNSEND	BOREE	Lot/DP	17/756292 - BN
TOWNSEND	BOREE	Lot/DP	19/756256 - BN
TOWNSEND	BOREE	Lot/DP	49/756256 - BN
TOWNSEND	BOREE	Lot/DP	25/756256 - BN
TOWNSEND	BOREE	Lot/DP	1/598518 - SV
TOWNSEND	BOREE	Lot/DP	2/598518
TOWNSEND	BOREE	Lot/DP	21/756256
TOWNSEND	BOREE	Lot/DP	1/1018610
TOWNSEND	BOREE	Consol	14201-246
TOWNSEND	BOREE	Lot/DP	33/756256
TOWNSEND	BOREE	Lot/DP	16/756256
TOWNSEND	BOREE	Lot/DP	33/756256
TOWNSEND	BOREE	Lot/DP	59/756256
TOWNSEND	BOREE	Consol	13901-74

Repealed

-- End of Property Description

Enquiry Information

(G) SUBDIVISION

The Landholding has not been subject to a subdivision since 3rd March 1995.

(H) STRUCTURAL ADJUSTMENT AGREEMENT

The Landholding has not been subject to a structural adjustment agreement.

(I) NOTICES SERVED

No notices have been recorded on the Register.

(J) PERMANENT TRANSFERS

Murray Irrigation Limited has received the following dealing applications:

Application No:	9020607
Date Received:	30-Sep-2020
From - Landholding:	M132
Entitlements Holding:	6012735
Name:	CROSSLEY, KC & RS & AC & KC
To - Landholding:	
Entitlements Holding:	
Name:	
Dealing Type:	Information Enquiry
Shares Transferred:	0
Water Entitlements Transferred:	0
Delivery Entitlements Transferred:	0

(K) SUPPLEMENTARY AND/OR DRAINAGE AGREEMENTS

The Landholding does not have a current supplementary or drainage agreement.

The information supplied in this document is made available from inspection of the files of Murray Irrigation Limited and no warranty is given as to its correctness or fitness for any purpose. Any Landholder or authorised purchaser or person may by appointment with the appropriate officer of Murray Irrigation Limited obtain such information as Murray Irrigation Limited is able to supply in relation to the above matters and in respect of any other matter for which information is available.

Enquiry Information

Information provided relating to

Landholding Reference Number:	M132
Consolidated LH Number:	1015651
Shareholding Reference :	4007921
Water Entitlements Holding:	6012735
Delivery Entitlements holding:	9104094

A. LIABILITY STATEMENT

Accruing charges for the season 2020/21

Fixed charges from 01 July, 2020	627	Delivery Entitlement.	
@ \$ 12.13 per Delivery Entitlement			\$ 7,605.51
@ \$0.4100 per Entitlement, Drainage charges			\$ -
Fixed charges from 01 July, 2020	5	Water Entitlements	
\$ 6.22 per Water Entitlement, Government charge			\$ 31.10
\$ 1.40 per Water Entitlement, conveyance charge			\$ 7.00
Irrigated Landholding			
\$ 1,292.83 Landholding access fee	1		\$ 1,292.83
\$ 1,218.22 per X-Large irrigation outlet	1		\$ 1,218.22
\$ 914.69 per Large irrigation outlet	5		\$ 4,573.45
\$ 687.81 per small irrigation outlet	0		\$ -
\$ 455.81 per unmetered S & D pipe outlet	4		\$ 1,823.24
Tiered Usage Charges			
\$ 53.04 /ML - 0 to 5 ML	0		\$ -
\$ 17.83 /ML - 6 to 100 ML	0		\$ -
\$ 11.30 /ML - > 100 ML	0		\$ -
LWMP Usage charges:			
\$ 1.43 ML			
S & D (Non commercial only customers)			
\$ 645.90 Landholding access fee	0		\$ -
\$ 469.10 per Large irrigation outlet	0		\$ -
\$ 375.07 per small irrigation outlet	0		\$ -
\$ 240.17 per unmetered S & D pipe outlet	0		\$ -
Domestic Water Supply Customers			
\$ 326.02 Landholding access fee	0		\$ -
Account administration fee of \$ 227.91 GST applies.			
			\$ 56.98
Total Accruing charges at			\$ 16,608.33



Edward River
COUNCIL

PO Box 270,
Deniliquin NSW 2710

Edward River Council ABN 90 407 359 958
180 Cressy Street, Deniliquin NSW 2710
T 03 5898 3000 F 03 5898 3029 E council@edwardriver.nsw.gov.au
Address all correspondence to the General Manager

Annual Rate Notice 01 July 2020 to 30 June 2021

Robyn S Crossley &
Andrew C Crossley & 2 others...
Kapunda
7568 Conargo Road
DENILIQUN NSW 2710



R1_7679

Enquiries Phone: 03 5898 3000
ASSESSMENT NUMBER 05586-3
FIRST INSTALMENT DUE 30/09/2020
NOTICE ISSUE DATE 22/07/2020
LAND VALUE \$173,000

Description and Location of Property
Boree-Morago Road, PRETTY PINE NSW 2710
Lot 49 DP 756256

Listing of Rates and Charges
Farmland Murray Groundwater

Valuation / Services
173,000

Rate/ Levy
@ \$0.005504

Amount
\$952.19

Payments made 5 days prior to the notice date may not be reflected on this Annual Rate Notice

1st Instalment 30/09/2020 \$238.19	2nd Instalment 30/11/2020 \$238.00	3rd Instalment 28/02/2021 \$238.00	4th Instalment 31/05/2021 \$238.00	Full Balance Due \$952.19
---	---	---	---	-------------------------------------

Please deduct any payments made since the notice issue date

Interest on outstanding Rate amounts will be 0% from 1/7/2020-31/12/2020, then 7.0% from 1/1/2021 to 30-6-2021, this applies to ALL overdue amounts.

A credit card surcharge of 0.50% applies to all payments using a Visa card or Mastercard.

Interim General Manager
John Rayner



Edward River
COUNCIL

RATES PAYMENT ADVICE

PLEASE TICK IF RECEIPT REQUIRED

The COVID - 19 pandemic has financially affected many members and businesses in our community. In response, we have implemented an interim Debt Collection and Hardship Policy with an expanded scope to assist the community during this time. For further information please call 0358983000

B PAY
Billers Code: 889204
Ref: 34055863

Telephone and Internet Banking - BPAY®
Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au.

Name Robyn S Crossley &
Assessment Number 05586-3
First Amount Due \$238.19
OR If Paying Full Amount \$952.19
First Instalment Due 30/09/2020

BPAY® this payment via Internet or phone banking.
BPAY View® - View and pay this bill using internet banking.
BPAY View Registration No.: 34055863



*2747 000000034055863



BILLER CODE: 889204
REF: 34055863

INTERNET Go to www.bpoint.com.au
PHONE Call 1300 BPOINT or 1300 276 468

e For emailed notices:
edwardriver.notices.com.au
Reference No: D08C84B1AY

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Pay in-store at Australia Post

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Direct Debit using BPOINT
www.edwardriver.nsw.gov.au/
Council/Rates/Pay-your-Rates

From: Joy Peach <Joy.Peach@edwardriver.nsw.gov.au>
Sent: Friday, 16 October 2020 9:08 AM
To: legal@glowreys.com.au
Subject: Ref: EJG:201653 10.7 Certificate & sewer drainage diagram - "Big Netherby" 319 Boree-Morago Road
Attachments: JOY.PEACH2020101609023913200_\$P1RAMAP_Tlqai9voNUaDGtvhmVn67w.pdf; Sewer drainage diagram - Big Netherby - 319 Boree-Morago Road Pretty Pine.docx

Good morning

Please find attached the 10.7 Certificate and sewer drainage diagram pertaining to "Big Netherby" 319 Boree-Morago Road, Deniliquin

Kind regards

Joy

Joy Peach
Administration Officer

Edward River Council
180 Cressy Street, PO Box 270
Deniliquin, NSW, 2710
P: 03 5898 3000 F: 03 5898 3029
E: Joy.Peach@edwardriver.nsw.gov.au
W: www.edwardriver.nsw.gov.au



Edward River
COUNCIL





Certificate Details

Certificate No PL2021/0113
Date Issued 08/10/2020

Applicant Details

Name and Address Glowreys
The Riverina Law Firm
PO Box 755
DENILQUIN NSW 2710
Applicants Reference EJG:201653

Description of Land

Title Description Lot 1 DP128156, Lot 2 DP128156, Lot 19 DP756256, Lot 21 DP756256, Lot 25 DP756256, Lot 16 DP756292, Lot 17 DP756292, Lot 1 DP1018610,
Address 319 Boree-Morago Road PRETTY PINE NSW 2710
Property No 5084

1. Name of Planning Instruments and DCPs

i. Name of each environmental planning instrument relating to the subject land	State Environmental Planning Policies (See Annexure "A")
ii. 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.) <i>Note: Proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument</i>	Not Applicable
iii. Do any Development Control Plans apply to carrying out of development on land	No



2. Zoning and Land Use Under Relevant LEP

a. The identity of the Zone	RU1
b. The purposes for which the instrument provides that development may be carried out within the zone without the need for development consent	<i>See Annexure "B"</i>
c. The purposes for which the instrument provides that development may not be carried out within the zone except with development consent	<i>See Annexure "B"</i>
d. The purposes for which the instrument provides that development is prohibited within the zone	<i>See Annexure "B"</i>
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	<i>See Annexure "B"</i>
f. Does the land include or comprise of critical habitat	No
g. Is the land in a conservation area	No
h. Is there an item of environmental heritage situated on the land	No
2a. Zoning and land use under SEPP Sydney Region Growth Centre's 2006	Not Applicable



3. Complying Development

<p>i. 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;</p> <ul style="list-style-type: none"> • Housing Code • Rural Housing Code • Low Rise Medium Density Code • Inland Code • Housing Alteration Code • General Development Code • Commercial and Industrial Alteration Code • Commercial and Industrial (new Buildings and Additions Code) • Container Recycling Facilities Code • Subdivision Code 	<p>Yes – Complying Development under each of the Codes listed 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 may be carried out on this land.</p>
<p>ii. 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>Not applicable</p>
<p>iii. Where Council does not have sufficient information to ascertain the extent to which Complying Development may or may not be carried out on the land under clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 .</p>	<p>A restriction may apply to the land but may not apply to all the land. Clause 1.19(6) does not prevent Complying Development being carried out on part of a lot that is not land referred to even if other parts of the lot are such land 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>

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	
4b. 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).	Not applicable
5. Mine Subsidence	
Whether or not the land has been proclaimed to be a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017	This land is not proclaimed to be a mine subsidence district within the meaning of Section of the Coal Mine Subsidence Compensation Act 2017.
6. Road Widening and Road Alignment	
Whether or not the land is affected by any road widening or road realignment under: (a) Division 2 or Part 3 of Roads Act 1993 (b) Any environmental Planning instrument (c) Any resolution of the Council	Local Road This Land is not affected by any local road widening or local road realigning proposal.
7. Council and Other Public Authority Policies on Hazard Risk Restrictions	
Whether or not the land is affected by a policy: a. adopted by the Council, or 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 that restricts development because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding)	Land Slip, Tidal Inundation, Subsidence, Acid Sulphate Soil Council has not adopted a policy to restrict development by reason of landslip, tidal inundation, subsidence or any other risk, however expert advice should be sought given the particular nature of soil in Deniliquin. Bushfire land prone map Bushfire prone land in the Edward River Council area is identified on the Edward River Council Bushfire Prone Lands Map. Contaminated Land Council has adopted by resolution a policy on contaminated land which may restrict the development of the land. This land is not shown on Council's contaminated land register.



7a. Flood Related Development Controls	
<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>Council has adopted the following policy in relation to land subject to flooding in the Conargo LEP 2013 area; Council has limited records on flooding and therefore cannot confirm whether the land may or may not be affected by floods from time to time. It is recommended without prejudice that the floor level of any dwelling should be constructed a minimum of 0.5 metres above the 1 in 100 year flood level. You should make your own enquiries and obtain your own expert advice as to likelihood and depth of flooding which may occur.</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><i>Note: Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.</i></p>	<p>Council has adopted the following policy in relation to land subject to flooding in the Conargo LEP 2013 area; Council has limited records on flooding and therefore cannot confirm whether the land may or may not be affected by floods from time to time.</p> <p>It is recommended without prejudice that the floor level of any dwelling should be constructed a minimum of 0.5 metres above the 1 in 100 year flood level. You should make your own enquiries and obtain your own expert advice as to likelihood and depth of flooding which may occur.</p>
8. Land Reserved for Acquisition	
<p>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.</p>	<p>No environmental planning instrument, deemed environmental planning instrument or proposed environmental planning instrument applying to the land provides for the acquisition of the land by a public authority</p>
9. Contribution Plans	
<p>Do any contribution plans apply to the land</p>	<p>There are no contribution plans applying to the subject land.</p>



9a. Biodiversity Certified Land

Is the land biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016

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

The subject land is not biodiversity certified land.

10. Biobanking Stewardship Sites

Is the land a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016, 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).

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

Council is not aware of any biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

10a. Native Vegetation Clearing Set Asides

Does the land contain a set aside area under section 60ZC, a statement to that effect (but only if the Council has been notified of the set aside area by Local Land Services or it is registered in the public register under that section)

No - Council is not aware of any of the subject land containing a set aside area under section 60ZC of the Local Land Services Act 2013.

11. Bush Fire Prone Land

If any of the subject land is bushfire prone land (as defined in the Act) a statement that all or, as the case may be, some of the land is bush fire prone land. If none of the land is bush fire prone land, a statement to that effect.

Yes - The land is identified as bushfire prone land on the Edward River Bushfire Prone Land map.



12. Property Vegetation Plans

If the subject land is land to which a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and 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)

No - Council has not been notified of the existence of a property vegetation plan applying to this property.

13. Orders Under Trees (Disputes Between Neighbours) Act 2006

Whether an order has been made under the Trees (Disputes between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if Council has been notified of the order)

Council has not been notified of any order applying to the subject land made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land.

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 provisions that does not have effect.

Council is not aware of any direction applying to this property by the Minister in force under section 75P(2)(c1) of the Environmental Planning and Assessment 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.

15. Site Compatibility Certificates and Conditions for Senior Housing

If the land is land to which State Environmental Planning Policy (Housing for Senior or People with a Disability) 2004 applies:

- a. whether there is a current site compatibility certificate (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:
 - (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

Council is not aware of any current site compatibility certificate, issued under clause 25 of the State Environmental Planning Policy (Housing for seniors or people with a Disability) 2004, in respect of proposed development on the land.



<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>	<p>Council is not aware of any 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>
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16. Site Compatibility Certificates for Infrastructure, Schools or Tafe Establishments

<p>Whether there is a valid Site Compatibility Certificate (Infrastructure) or site compatibility certificate (schools or TAFE establishments) of which Council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <ul style="list-style-type: none"> a) The period for which the certificate is current b) That a copy may be obtained from the head office of the department 	<p>Council is not aware of any current site compatibility certificate, in respect of proposed development on this land.</p>
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17. Site Compatibility Certificates and Conditions for Affordable Housing

<p>1. Whether there is valid site compatibility certificate (affordable rental housing) in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <ul style="list-style-type: none"> a) The period for which the certificate is valid, and b) That a copy may be obtained from the head office of the Department 	<p>Council is not aware of any current site compatibility certificate, issued under State Environmental Planning Policy (Affordable Rental Housing) 2009, in respect of proposed development on the land.</p>
<p>2. Whether any terms of a kind referred to in clause 17 (1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing)</p>	<p>Council is not aware of any statement setting out any terms of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.</p>



18. Paper Subdivision Information

1. Whether any development plan been 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

Note: Words and expressions used in this clause have the same meaning as they have in Part 16C of EP&A Regulation.

1. Council is not aware of any development plan adopting by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

2. Council is not aware of any subdivision order that applies to the land.

19. Site Verification Certificates

Whether there is a current site verification certificate of which 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
- 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

Council is not aware of any current site verification certificate in respect of this land.

20. Loose Fill Asbestos Insulation

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

The land does not include a residential premise that is listed on the register.

21. Affected Building Notices and Building Products Rectification Orders

Whether there is any affected building notice of which Council is aware that is in force in respect of the land.

- a) Are there any building product rectification orders of which the Council is aware that is in force in respect of the land and has not been fully complied with, and
- b) Are there 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.

Not applicable – Council is not aware of any building rectification orders.

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.



Planning Certificate

UNDER SECTION 10.7 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

Is the land to which the certificate relates significantly contaminated land within the meaning of the Act	No
Is the land to which the certificate relates subject to a management order within the meaning of the Act	No
Is the land to which the certificate relates the subject of an approved voluntary management proposal within the meaning of the Act	No
Is the land to which the certificate relates the subject to an ongoing maintenance order within the meaning of the Act	No
Is the land to which the certificate relates the subject of a site audit statement with the meaning of the Act.	No

Marie Sutton

Marie Sutton
Acting Manager Environmental Services

ANNEXURE "A"

State Environmental Planning Policy No 21	Caravan Parks
State Environmental Planning Policy No 33	Hazardous and Offensive Development
State Environmental Planning Policy No 36	Manufactured Home Estates.
State Environmental Planning Policy No 50	Canal Estate Development
State Environmental Planning Policy No 55	Remediation of Land
State Environmental Planning Policy No 64	Advertising and Signage
State Environmental Planning Policy No 65	Design Quality of Residential Apartment Development
State Environmental Planning Policy No 70	Affordable Housing (Revised Schemes)
State Environmental Planning Policy	Building Sustainability Index: BASIX 2004
State Environmental Planning Policy	Educational Establishments and Child Care Facilities 2017
State Environmental Planning Policy	Exempt & Complying Development Codes 2008
State Environmental Planning Policy	Housing for Seniors or People with a Disability 2004
State Environmental Planning Policy	Infrastructure 2007
State Environmental Planning Policy	Koala Habitat Protection 2019
State Environmental Planning Policy	Mining, Petroleum Production and Extractive Industries 2007
State Environmental Planning Policy	State and Regional Development 2011
State Environmental Planning Policy	Vegetation in Non – Rural Areas
State Environmental Planning Policy	Murray Regional Environmental Plan No.2– Riverine Land
State Environmental Planning Policy	Concurrences and Consents 2018
State Environmental Planning Policy	Primary Production and Rural Development 2019
State Environmental Planning Policy	Affordable Rental Housing 2009



ANNEXURE "B"

Zone No RU1 Primary Production

Conargo Local Environmental Plan 2013

1 Objectives of zone

- To encourage sustainable primary industry production by maintaining and enhancing the natural resource base.
- To encourage diversity in primary industry enterprises and systems appropriate for the area.
- To minimise the fragmentation and alienation of resource lands.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To allow for the development of processing and service industries relating to primary production.
- To encourage tourist and visitor accommodation that does not have an adverse impact on agricultural activities.
- To allow for the development of non-agricultural land uses that are compatible with the character of the zone.
- To permit small-scale rural tourism uses associated with primary production and environmental conservation that have minimal impact on primary production and the scenic amenity of the area.
- To provide opportunities for employment-generating development that adds value to local agricultural production and integrates with tourism.

2 Permitted without consent

Building identification signs; Business identification signs; Environmental protection works; Extensive agriculture; Forestry; Home businesses; Home occupations; Intensive plant agriculture; Roads; Water reticulation

3 Permitted with consent

Air transport facilities; Airstrips; Animal boarding or training establishments; Aquaculture; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cellar door premises; Cemeteries; Centre-based child care facilities; Charter and tourism boating facilities; Community facilities; Correctional centres; Crematoria; Depots; Dual occupancies; Dwelling houses; Eco-tourist facilities; Educational establishments; Environmental facilities; Extractive industries; Farm buildings; Flood mitigation works; Freight transport facilities; Function centres; Garden centres; Health consulting rooms; Heavy industrial storage establishments; Helipads; Highway service centres; Home-based child care; Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Intensive livestock agriculture; Jetties; Kiosks; Landscaping material supplies; Markets; Mooring pens; Moorings; Open cut mining; Places of public worship; Plant nurseries; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Respite day care centres; Restaurants or cafes; Roadside stalls; Rural industries; Rural supplies; Rural workers' dwellings; Secondary dwellings; Sex services premises; Storage premises; Take away food and drink premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Water recreation structures; Water supply systems; Wholesale supplies

4 Prohibited

Serviced apartments; Any other development not specified in item 2 or 3



4.2B Erection of dwelling houses on land in Zone RU1

- (1) The objectives of this clause are as follows-
 - (a) to minimise unplanned rural residential development,
 - (b) to enable the replacement of lawfully erected dwelling houses in rural and environment protection zones.
- (2) This clause applies to land in Zone RU1 Primary Production.
- (3) Development consent must not be granted for the erection of a dwelling house on land to which this clause applies unless the land-
 - (a) is a lot that is at least the minimum lot size shown on the Lot Size Map in relation to that land, or
 - (b) is a lot created before this Plan commenced and on which the erection of a dwelling house was permissible immediately before that commencement, or
 - (c) is a lot resulting from a subdivision for which development consent (or equivalent) was granted before this Plan commenced and on which the erection of a dwelling house would have been permissible if the plan of subdivision had been registered before that commencement, or
 - (d) is an existing holding, or
 - (e) would have been a lot or a holding referred to in paragraph (a), (b), (c) or (d) had it not been affected by-
 - (i) a minor realignment of its boundaries that did not create an additional lot, or
 - (ii) a subdivision creating or widening a public road or public reserve or for another public purpose, or
 - (iii) a consolidation with an adjoining public road or public reserve or for another public purpose.

Note.

A dwelling cannot be erected on a lot created under clause 9 of State Environmental Planning Policy (Rural Lands) 2008 or clause 4.2.

- (4) Development consent must not be granted under subclause (3) unless-
 - (a) no dwelling house has been erected on the land, and
 - (b) if a development application has been made for development for the purpose of a dwelling house on the land-the application has been refused or was withdrawn before it was determined, and
 - (c) if development consent has been granted in relation to such an application-the consent has been surrendered or has lapsed.
- (5) Development consent may be granted for the erection of a dwelling house on land to which this clause applies if there is a lawfully erected dwelling house on the land and the dwelling house to be erected is intended only to replace the existing dwelling house.
- (6) In this clause-
existing holding means land that-
 - (a) was a holding on the relevant date, and
 - (b) is a holding at the time the application for development consent referred to in subclause (3) is lodged,

whether or not there has been a change in the ownership of the holding since the relevant date, and includes any other land adjoining that land acquired by the owner since the relevant date.

Note.

The owner in whose ownership all the land is at the time the application is lodged need not be the same person as the owner in whose ownership all the land was on the stated date.

holding means all adjoining land, even if separated by a road or railway, held by the same person or persons.



relevant date means-

- (a) in relation to land identified as "Conargo" on the Former LEP Boundaries Map - 8 May 1987, and
- (b) in relation to land identified as "Windouran" on the Former LEP Boundaries Map - 22 August 1980.

4.2D Subdivision for the purposes of intensive plant agriculture

(1) The objectives of this clause are as follows-

- (a) to provide flexibility in the application of standards for subdivision for the purpose of intensive plant agriculture in certain rural zones,
- (b) to encourage sustainable intensive plant agriculture,
- (c) to minimise unplanned rural residential development.

(2) Land in Zone RU1 Primary Production may, with development consent, be subdivided for the purpose of intensive plant agriculture to create a lot of a size that is less than the minimum size shown on the Lot Size Map in relation to that land.

(3) However, development consent must not be granted to such a subdivision if an existing dwelling house would, as a result of the subdivision, be situated on a lot created by the subdivision unless the consent authority is satisfied that-

- (a) the lot will have an area of at least 40 hectares, and
- (b) the lot is, or is to be, subject to irrigation requiring a water licence and the volume of, and entitlement to, water available under that licence is or will be adequate for the use of the land for the purpose of intensive plant agriculture, and
- (c) the lot is suitable for, and is to be used for, intensive plant agriculture, and
- (d) the dwelling house is required to support the carrying out of such a purpose.

(4) Development consent may be granted for the erection of a dwelling house on a lot created by a subdivision under this clause, or on an existing lot of any size that only contains land in Zone RU1 Primary Production, if the consent authority is satisfied that-

- (a) the lot complies with subclause (3) (a) and (b), and
- (b) the lot is suitable for, and is being used for, the purpose of intensive plant agriculture, and
- (c) the dwelling house is required to support the carrying out of that purpose.

Note.

State Environmental Planning Policy (Rural Lands) 2008 and Assessing Intensive Plant Agriculture Developments (published by the Department of Primary Industries) set out other relevant issues for the consideration of consent authorities when assessing development applications for intensive plant agriculture.



16 October 2020

Glowreys – The Riverina Law Firm
P O Box 755
DENILIKUIN NSW 2710

Dear Sir/Madam

SEWERAGE DRAINAGE DIAGRAM

Assessment No.	5084.9
Lots 1 & 2	DP 128156
Lots 19, 21 & 25	DP 756256
Lots 16 & 17	DP 756292
Lot 1	DP 1018610
Enclosure Permit	406420
Address:	“Big Netherby”, 319 Boree-Morago Road Pretty Pine NSW 2710

I refer to your recent request and advise that the drainage diagram is not available. The Council's sewer does not service the allotment.

Yours faithfully

Marie Sutton
Acting Manager Environmental Services

Glowreys

LITTLE NETHERBY

From: Joy Peach <Joy.Peach@edwardriver.nsw.gov.au>
Sent: Friday, 16 October 2020 9:41 AM
To: legal@glowreys.com.au
Subject: Ref EJG:201653 10.7 Certificate & sewer drainage diagram "Little Netherby" Boree-Morago Road Pretty Pine
Attachments: JOY.PEACH2020101609354313183_\$P1RAMAP_BpOv_qrPT0-I7cjeuKJHRA.pdf; Sewer drainage diagram - Little Netherby - Boree-Morago Road Pretty Pine .pdf

Good morning

Please find attached 10.7 Certificate and sewer drainage diagram pertaining to "Little Netherby" Boree-Morago Road Pretty Pine.

Kind regards

Joy

Joy Peach
Administration Officer

Edward River Council
180 Cressy Street, PO Box 270
Deniliquin, NSW, 2710
P: 03 5898 3000 F: 03 5898 3029
E: Joy.Peach@edwardriver.nsw.gov.au
W: www.edwardriver.nsw.gov.au



Edward River
COUNCIL





Certificate Details

Certificate No PL2021/0118
Date Issued 09/10/2020

Applicant Details

Name and Address Glowreys
The Riverina Law Firm
PO Box 755
DENILIQUIN NSW 2710
Applicants Reference EJG:201653

Description of Land

Title Description Lot 49 DP756256,
Address Boree-Morago Road PRETTY PINE NSW 2710
Property No 5586

1. Name of Planning Instruments and DCPs

i. Name of each environmental planning instrument relating to the subject land	Conargo LEP 2013 State Environmental Planning Policies (See Annexure "A")
ii. 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.) <i>Note: Proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument</i>	Not Applicable
iii. Do any Development Control Plans apply to carrying out of development on land	No



2. Zoning and Land Use Under Relevant LEP

a. The identity of the Zone	RU1 Primary Production
b. The purposes for which the instrument provides that development may be carried out within the zone without the need for development consent	See Annexure "B"
c. The purposes for which the instrument provides that development may not be carried out within the zone except with development consent	See Annexure "B"
d. The purposes for which the instrument provides that development is prohibited within the zone	See Annexure "B"
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	See Annexure "B"
f. Does the land include or comprise of critical habitat	No
g. Is the land in a conservation area	No
h. Is there an item of environmental heritage situated on the land	No
2a. Zoning and land use under SEPP Sydney Region Growth Centre's 2006	Not Applicable



3. Complying Development

<p>i. 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;</p> <ul style="list-style-type: none"> • Housing Code • Rural Housing Code • Low Rise Medium Density Code • Inland Code • Housing Alteration Code • General Development Code • Commercial and Industrial Alteration Code • Commercial and Industrial (new Buildings and Additions Code) • Container Recycling Facilities Code • Subdivision Code 	<p>Yes – Complying Development under each of the Codes listed 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 may be carried out on this land.</p>
<p>ii. 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>Not applicable</p>
<p>iii. Where Council does not have sufficient information to ascertain the extent to which Complying Development may or may not be carried out on the land under clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 .</p>	<p>A restriction may apply to the land but may not apply to all the land. Clause 1.19(6) does not prevent Complying Development being carried out on part of a lot that is not land referred to even if other parts of the lot are such land 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>

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

4b. Whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Not applicable

5. Mine Subsidence

Whether or not the land has been proclaimed to be a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017

This land is not proclaimed to be a mine subsidence district within the meaning of Section of the Coal Mine Subsidence Compensation Act 2017.

6. Road Widening and Road Alignment

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

- (a) Division 2 or Part 3 of Roads Act 1993
- (b) Any environmental Planning instrument
- (c) Any resolution of the Council

Local Road

This Land is not affected by any local road widening or local road realigning proposal.

7. Council and Other Public Authority Policies on Hazard Risk Restrictions

Whether or not the land is affected by a policy:

- a. adopted by the Council, or
- 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 that restricts development because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding)

Land Slip, Tidal Inundation, Subsidence, Acid Sulphate Soil

Council has not adopted a policy to restrict development by reason of landslip, tidal inundation, subsidence or any other risk, however expert advice should be sought given the particular nature of soil in Deniliquin.

Bushfire land prone map

Bushfire prone land in the Edward River Council area is identified on the Edward River Council Bushfire Prone Lands Map.

Contaminated Land

Council has adopted by resolution a policy on contaminated land which may restrict the development of the land. This land is not shown on Council's contaminated land register.



7a. Flood Related Development Controls

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.

Council has adopted the following policy in relation to land subject to flooding in the Conargo LEP 2013 area; Council has limited records on flooding and therefore cannot confirm whether the land may or may not be affected by floods from time to time. It is recommended without prejudice that the floor level of any dwelling should be constructed a minimum of 0.5 metres above the 1 in 100 year flood level. You should make your own enquiries and obtain your own expert advice as to likelihood and depth of flooding which may occur.

2. Whether or not development on that land or part of the land for any other purposes is subject to flood related development controls.

Note: Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

Council has adopted the following policy in relation to land subject to flooding in the Conargo LEP 2013 area; Council has limited records on flooding and therefore cannot confirm whether the land may or may not be affected by floods from time to time.

It is recommended without prejudice that the floor level of any dwelling should be constructed a minimum of 0.5 metres above the 1 in 100 year flood level. You should make your

own enquiries and obtain your own expert advice as to likelihood and depth of flooding which may occur.

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.

No environmental planning instrument, deemed environmental planning instrument or proposed environmental planning instrument applying to the land provides for the acquisition of the land by a public authority

9. Contribution Plans

Do any contribution plans apply to the land

There are no contribution plans applying to the subject land.



9a. Biodiversity Certified Land

Is the land biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016

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

The subject land is not biodiversity certified land.

10. Biobanking Stewardship Sites

Is the land a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016, 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).

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

Council is not aware of any biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

10a. Native Vegetation Clearing Set Asides

Does the land contain a set aside area under section 60ZC, a statement to that effect (but only if the Council has been notified of the set aside area by Local Land Services or it is registered in the public register under that section)

No - Council is not aware of any of the subject land containing a set aside area under section 60ZC of the Local Land Services Act 2013.

11. Bush Fire Prone Land

If any of the subject land is bushfire prone land (as defined in the Act) a statement that all or, as the case may be, some of the land is bush fire prone land. If none of the land is bush fire prone land, a statement to that effect.

Yes - The land is identified as bushfire prone land on the Edward River Bushfire Prone Land map.



12. Property Vegetation Plans

If the subject land is land to which a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and 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)

No - Council has not been notified of the existence of a property vegetation plan applying to this property.

13. Orders Under Trees (Disputes Between Neighbours) Act 2006

Whether an order has been made under the Trees (Disputes between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if Council has been notified of the order)

Council has not been notified of any order applying to the subject land made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land.

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 provisions that does not have effect.

Council is not aware of any direction applying to this property by the Minister in force under section 75P(2)(c1) of the Environmental Planning and Assessment 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.

15. Site Compatibility Certificates and Conditions for Senior Housing

If the land is land to which State Environmental Planning Policy (Housing for Senior or People with a Disability) 2004 applies:

- a. whether there is a current site compatibility certificate (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:
- (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

Council is not aware of any current site compatibility certificate, issued under clause 25 of the State Environmental Planning Policy (Housing for seniors or people with a Disability) 2004, in respect of proposed development on the land.



<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>	<p>Council is not aware of any 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>
<p>16. Site Compatibility Certificates for Infrastructure, Schools or Tafe Establishments</p>	
<p>Whether there is a valid Site Compatibility Certificate (Infrastructure) or site compatibility certificate (schools or TAFE establishments) of which Council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <ul style="list-style-type: none"> a) The period for which the certificate is current b) That a copy may be obtained from the head office of the department 	<p>Council is not aware of any current site compatibility certificate, in respect of proposed development on this land.</p>
<p>17. Site Compatibility Certificates and Conditions for Affordable Housing</p>	
<p>1. Whether there is valid site compatibility certificate (affordable rental housing) in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <ul style="list-style-type: none"> a) The period for which the certificate is valid, and b) That a copy may be obtained from the head office of the Department 	<p>Council is not aware of any current site compatibility certificate, issued under State Environmental Planning Policy (Affordable Rental Housing) 2009, in respect of proposed development on the land.</p>
<p>2. Whether any terms of a kind referred to in clause 17 (1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing)</p>	<p>Council is not aware of any statement setting out any terms of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.</p>



18. Paper Subdivision Information

1. Whether any development plan been 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

Note: Words and expressions used in this clause have the same meaning as they have in Part 16C of EP&A Regulation.

1. Council is not aware of any development plan adopting by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.
2. Council is not aware of any subdivision order that applies to the land.

19. Site Verification Certificates

Whether there is a current site verification certificate of which 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
- 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

Council is not aware of any current site verification certificate in respect of this land.

20. Loose Fill Asbestos Insulation

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

The land does not include a residential premise that is listed on the register.

21. Affected Building Notices and Building Products Rectification Orders

Whether there is any affected building notice of which Council is aware that is in force in respect of the land.

- a) Are there any building product rectification orders of which the Council is aware that is in force in respect of the land and has not been fully complied with, and
- b) Are there 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.

Not applicable – Council is not aware of any building rectification orders.



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.

Is the land to which the certificate relates significantly contaminated land within the meaning of the Act	No
Is the land to which the certificate relates subject to a management order within the meaning of the Act	No
Is the land to which the certificate relates the subject of an approved voluntary management proposal within the meaning of the Act	No
Is the land to which the certificate relates the subject to an ongoing maintenance order within the meaning of the Act	No
Is the land to which the certificate relates the subject of a site audit statement with the meaning of the Act.	No

Marie Sutton

Marie Sutton
Acting Manager Environmental Services



ANNEXURE "A"

State Environmental Planning Policy No 21	Caravan Parks
State Environmental Planning Policy No 33	Hazardous and Offensive Development
State Environmental Planning Policy No 36	Manufactured Home Estates.
State Environmental Planning Policy No 50	Canal Estate Development
State Environmental Planning Policy No 55	Remediation of Land
State Environmental Planning Policy No 64	Advertising and Signage
State Environmental Planning Policy No 65	Design Quality of Residential Apartment Development
State Environmental Planning Policy No 70	Affordable Housing (Revised Schemes)
State Environmental Planning Policy	Building Sustainability Index: BASIX 2004
State Environmental Planning Policy	Educational Establishments and Child Care Facilities 2017
State Environmental Planning Policy	Exempt & Complying Development Codes 2008
State Environmental Planning Policy	Housing for Seniors or People with a Disability 2004
State Environmental Planning Policy	Infrastructure 2007
State Environmental Planning Policy	Koala Habitat Protection 2019
State Environmental Planning Policy	Mining, Petroleum Production and Extractive Industries 2007
State Environmental Planning Policy	State and Regional Development 2011
State Environmental Planning Policy	Vegetation in Non – Rural Areas
State Environmental Planning Policy	Murray Regional Environmental Plan No.2– Riverine Land
State Environmental Planning Policy	Concurrences and Consents 2018
State Environmental Planning Policy	Primary Production and Rural Development 2019
State Environmental Planning Policy	Affordable Rental Housing 2009

ANNEXURE "B"

Zone No RU1 Primary Production

Conargo Local Environmental Plan 2013

1 Objectives of zone

- To encourage sustainable primary industry production by maintaining and enhancing the natural resource base.
- To encourage diversity in primary industry enterprises and systems appropriate for the area.
- To minimise the fragmentation and alienation of resource lands.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To allow for the development of processing and service industries relating to primary production.
- To encourage tourist and visitor accommodation that does not have an adverse impact on agricultural activities.
- To allow for the development of non-agricultural land uses that are compatible with the character of the zone.
- To permit small-scale rural tourism uses associated with primary production and environmental conservation that have minimal impact on primary production and the scenic amenity of the area.
- To provide opportunities for employment-generating development that adds value to local agricultural production and integrates with tourism.

2 Permitted without consent

Building identification signs; Business identification signs; Environmental protection works; Extensive agriculture; Forestry; Home businesses; Home occupations; Intensive plant agriculture; Roads; Water reticulation

3 Permitted with consent

Air transport facilities; Airstrips; Animal boarding or training establishments; Aquaculture; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cellar door premises; Cemeteries; Centre-based child care facilities; Charter and tourism boating facilities; Community facilities; Correctional centres; Crematoria; Depots; Dual occupancies; Dwelling houses; Eco-tourist facilities; Educational establishments; Environmental facilities; Extractive industries; Farm buildings; Flood mitigation works; Freight transport facilities; Function centres; Garden centres; Health consulting rooms; Heavy industrial storage establishments; Helipads; Highway service centres; Home-based child care; Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Intensive livestock agriculture; Jetties; Kiosks; Landscaping material supplies; Markets; Mooring pens; Moorings; Open cut mining; Places of public worship; Plant nurseries; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Respite day care centres; Restaurants or cafes; Roadside stalls; Rural industries; Rural supplies; Rural workers' dwellings; Secondary dwellings; Sex services premises; Storage premises; Take away food and drink premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Water recreation structures; Water supply systems; Wholesale supplies

4 Prohibited

Serviced apartments; Any other development not specified in item 2 or 3



4.2B Erection of dwelling houses on land in Zone RU1

- (1) The objectives of this clause are as follows-
 - (a) to minimise unplanned rural residential development,
 - (b) to enable the replacement of lawfully erected dwelling houses in rural and environment protection zones.
- (2) This clause applies to land in Zone RU1 Primary Production.
- (3) Development consent must not be granted for the erection of a dwelling house on land to which this clause applies unless the land-
 - (a) is a lot that is at least the minimum lot size shown on the Lot Size Map in relation to that land, or
 - (b) is a lot created before this Plan commenced and on which the erection of a dwelling house was permissible immediately before that commencement, or
 - (c) is a lot resulting from a subdivision for which development consent (or equivalent) was granted before this Plan commenced and on which the erection of a dwelling house would have been permissible if the plan of subdivision had been registered before that commencement, or
 - (d) is an existing holding, or
 - (e) would have been a lot or a holding referred to in paragraph (a), (b), (c) or (d) had it not been affected by-
 - (i) a minor realignment of its boundaries that did not create an additional lot, or
 - (ii) a subdivision creating or widening a public road or public reserve or for another public purpose, or
 - (iii) a consolidation with an adjoining public road or public reserve or for another public purpose.

Note.

A dwelling cannot be erected on a lot created under clause 9 of State Environmental Planning Policy (Rural Lands) 2008 or clause 4.2.

- (4) Development consent must not be granted under subclause (3) unless-
 - (a) no dwelling house has been erected on the land, and
 - (b) if a development application has been made for development for the purpose of a dwelling house on the land-the application has been refused or was withdrawn before it was determined, and
 - (c) if development consent has been granted in relation to such an application-the consent has been surrendered or has lapsed.
- (5) Development consent may be granted for the erection of a dwelling house on land to which this clause applies if there is a lawfully erected dwelling house on the land and the dwelling house to be erected is intended only to replace the existing dwelling house.
- (6) In this clause-
existing holding means land that-
 - (a) was a holding on the relevant date, and
 - (b) is a holding at the time the application for development consent referred to in subclause (3) is lodged,

whether or not there has been a change in the ownership of the holding since the relevant date, and includes any other land adjoining that land acquired by the owner since the relevant date.

Note.

The owner in whose ownership all the land is at the time the application is lodged need not be the same person as the owner in whose ownership all the land was on the stated date.

holding means all adjoining land, even if separated by a road or railway, held by the same person or persons.



relevant date means-

- (a) in relation to land identified as "Conargo" on the Former LEP Boundaries Map - 8 May 1987, and
- (b) in relation to land identified as "Windouran" on the Former LEP Boundaries Map - 22 August 1980.

4.2D Subdivision for the purposes of intensive plant agriculture

(1) The objectives of this clause are as follows-

- (a) to provide flexibility in the application of standards for subdivision for the purpose of intensive plant agriculture in certain rural zones,
- (b) to encourage sustainable intensive plant agriculture,
- (c) to minimise unplanned rural residential development.

(2) Land in Zone RU1 Primary Production may, with development consent, be subdivided for the purpose of intensive plant agriculture to create a lot of a size that is less than the minimum size shown on the Lot Size Map in relation to that land.

(3) However, development consent must not be granted to such a subdivision if an existing dwelling house would, as a result of the subdivision, be situated on a lot created by the subdivision unless the consent authority is satisfied that-

- (a) the lot will have an area of at least 40 hectares, and
- (b) the lot is, or is to be, subject to irrigation requiring a water licence and the volume of, and entitlement to, water available under that licence is or will be adequate for the use of the land for the purpose of intensive plant agriculture, and
- (c) the lot is suitable for, and is to be used for, intensive plant agriculture, and
- (d) the dwelling house is required to support the carrying out of such a purpose.

(4) Development consent may be granted for the erection of a dwelling house on a lot created by a subdivision under this clause, or on an existing lot of any size that only contains land in Zone RU1 Primary Production, if the consent authority is satisfied that-

- (a) the lot complies with subclause (3) (a) and (b), and
- (b) the lot is suitable for, and is being used for, the purpose of intensive plant agriculture, and
- (c) the dwelling house is required to support the carrying out of that purpose.

Note.

State Environmental Planning Policy (Rural Lands) 2008 and Assessing Intensive Plant Agriculture Developments (published by the Department of Primary Industries) set out other relevant issues for the consideration of consent authorities when assessing development applications for intensive plant agriculture.



**Edward
River**
COUNCIL

180 Cressy Street Deniliquin NSW 2710
T: 03 5898 3000 F: 03 5898 3029
council@edwardriver.nsw.gov.au
www.edwardriver.nsw.gov.au

ABN 90 407 359 958
Address all correspondence to:
General Manager, PO Box 270
Deniliquin NSW 2710

16 October 2020

Glowreys – The Riverina Law Firm
P O Box 755
DENILIKUIN NSW 2710

Dear Sir/Madam

SEWERAGE DRAINAGE DIAGRAM

Assessment

No. 5586.3

Lot 49 DP 756256

**Address: "Little Netherby", Boree-Morago Road
Pretty Pine NSW 2710**

I refer to your recent request and advise that the drainage diagram is not available. The Council's sewer does not service the allotment.

Yours faithfully

Marie Sutton
Acting Manager Environmental Services

Glowreys

From: Peata Smith <peata.smith@lls.nsw.gov.au>
Sent: Friday, 16 October 2020 4:42 PM
To: 'Glowreys'
Subject: AH Certificate - Your ref - EJG:201653 Our ref- 111025680
Attachments: AH Certificate - 111025680 - Crossley.pdf

Please find requested Animal Health Certificate attached.

Please contact me if you require any further information

Regards

Peata Smith | Customer Service/Admin Support Officer | Mon, Wed, Fri
Murray Local Land Services
449 Charlotte Street | PO Box 61 | Deniliquin NSW 2710
t: 03 5881 9900 | f: 03 5881 9998
e: peata.smith@lls.nsw.gov.au
w: www.lls.nsw.gov.au | t: 1300 795 299

Please rate us on our service via rateitnow.com/murrayllsregion to assist with continuous improvement

Stay up-to-date with advice, information, events and project updates from Murray Local Land Services by [signing up to our e-newsletters](#) and/or liking us on [Facebook](#).

To: GLOWREYS
PO BOX 755
DENILIKUIN NSW 2710

Your Ref: EJG:201653
LLS Holding Ref: 111025680

Owner(s): ROBYN SUSAN CROSSLEY, ANDREW CHARLES CROSSLEY,
KENNETH CHARLES CROSSLEY, KELLIE CHRISTINE CROSSLEY

Property Description: SMEATON VALE, DEVON (PART), BIG NETHERBY, LITTLE NETHERBY,
BIRDWOOD (PART)

Parish: BOREE;
KERRANAKOON

County: TOWNSEND

Lot / DP: 756256/33;756256/16;756256/15;756256/59;598518/1;7562
56/14;756256/28;756256/29;756256/30;756256/31;RP/1931
/48;RP/1981/3;1018610/1;128156/1;128156/2;598518/2;756
256/11;756256/19;756256/21;756256/25;756256/58;756256
/62;756256/64;756256/66;756256/68;756256/72;756256/80;
756292/16;756256/49;756292/17

Property Identification Code: NG200742

Purchaser: KENNETH, ROBYN, ANDREW, KELLIE CROSSLEY

1. Adverse Affectations

After examination of records available for the above property I can advise as follows:-

A Stock Diseases Act 1923:

For the purposes of clause 8 and paragraph 19 of Part 3 of Schedule 3 of the Conveyancing (Sale of Land) Regulation 2017, the land is **not** subject to the following adverse affectations under the *Stock Diseases Act 1923* (an Act repealed by the *Biosecurity Act 2015*):

	Adverse Affectation
<input checked="" type="checkbox"/>	An order under section: 7 (1) (c) or (d), 8(1) (a), (b), (c1), (d) or (f), 13 (2) or 17(1)
<input checked="" type="checkbox"/>	A notice under section: 8 (1) (c)
<input checked="" type="checkbox"/>	A declaration under section 10, 11A or 15(1)
<input checked="" type="checkbox"/>	An undertaking under section 11
<input checked="" type="checkbox"/>	An appointment under section 12 (a)
<input checked="" type="checkbox"/>	An authorisation under section 12 (b)

Where adverse affectations apply, documents attached:

B Stock (Chemical Residues) Act 1975

For the purposes of clause 8 and paragraph 20 of Part 3 of Schedule 3 of the Conveyancing (Sale of Land) Regulation 2017, the land is **not** subject to the following adverse affectations under the *Stock (Chemical Residues) Act 1975* (an Act repealed by the *Biosecurity Act 2015*):

	Adverse Affectation
<input checked="" type="checkbox"/>	An order under section 5 (1) (d) or (e) (ii) or 11 (1) or (2)
<input checked="" type="checkbox"/>	A requirement under section 7 (1) or 8 (1)
<input checked="" type="checkbox"/>	An undertaking under section 7A (1)
<input checked="" type="checkbox"/>	A restriction or prohibition under section 12 (1)

Where adverse affectations apply, documents attached:

C Biosecurity Act 2015

The Department of Primary Industries and the Council of the local government area that is the local control authority for the land, may also issue documents that mean that the land is subject to an adverse affectation under the *Biosecurity Act 2015*. You should also make inquiries to these agencies.

For the purposes of clause 8 and paragraphs 25, 26, 27 and 28 of Part 3 of Schedule 3 of the Conveyancing (Sale of Land) Regulation 2017, land is not subject to the following adverse affectations under the *Biosecurity Act 2015* with respect to functions performed by the Local Land Service:

	Adverse Affectation
<input checked="" type="checkbox"/>	An emergency order that has been served on the owner or occupier of the land
<input checked="" type="checkbox"/>	A control order that has been served on the owner or occupier of the land
<input checked="" type="checkbox"/>	An individual biosecurity direction that: (a) prohibits, regulates or controls the doing of anything, or (b) requires something to be done.
<input checked="" type="checkbox"/>	A biosecurity undertaking

Where adverse affectations apply, documents attached:

2. Other Considerations

The vendor may hold additional information about the chemical residue, disease and pest status of the land, or stock presently on the land. Local Land Services recommends that you request the vendor provide this information to you.

Signature: *Linda J. Saville*

Position: District Veterinarian

Date: 16/10/2020

Location: 449 Charlotte Street, Deniliquin NSW 2710

Phone: 03 5881 9900



File Reference: 13/00814
Account No: 381959

PO Box 2215, DANGAR NSW 2309
Phone: 1300 886 235
Fax: (02) 4925 3517
cl.searches@crowmland.nsw.gov.au
www.dpie.nsw.gov.au/lands

22 October 2020

Glowreys - The Riverina Law Firm
PO Box 755
DENILQUIN NSW 2710

Dear Sir/Madam

Re: Search Results (Sale of Property) Lots 1-2 DP128156, Lots 19, 21, 25 DP 756256, Lots 16-17 DP 756292, Lot 1 DP1018610 - Your Ref: EJG:201653 - (Search ID 3029302)

I refer to your recent search request, this request has now been investigated, please find enclosed;

- Crown tenure report
- Crown Tenure diagram
- Crown land Conveyancing Search Information Sheet.

The following information is related to the Crown tenure identified as part of this search.

This search has not identified any Crown Reserves related to the searched area.

This search has identified that the subject land is also subject to Enclosure Permit 28431

When a property enclosing a Crown road is sold, the enclosure permit remains in force and the new owner/s of the land are liable for payment of the enclosure permit rent (including any arrears of rent and interest). The new holder/s must notify the Department, in writing, by completing the enclosed "Notification of Transfer of Enclosure Permit" form and returning it to the Department together with the fee of \$89.00 within 28 days of the settlement date.

In the case of transfer or sale of only part of the land, any under/over payment of rent will remain with the original permit. A new enclosure permit will be created to cover the subdivided portion and the area and description of the original enclosure permit will be adjusted. Rent on the new enclosure permit will apply from settlement date.

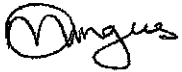
Customers who receive personal information in response to this request are reminded that they may be subject to the provisions of NSW and/or Commonwealth privacy legislation regarding the storage, use and disclosure of personal information.

The Purchaser(s) should also note that the Aboriginal Land Rights Act 1983 (ALRA) provides that the New South Wales Aboriginal Land and Local Aboriginal Land Councils may make claim(s) to claimable Crown land(s). A search of the Land Claim Register can be lodged with the Office of the Registrar ALRA.

http://www.oraira.nsw.gov.au/pdf/forms/20180822_Land_Claim_Search_Request_August2018.pdf

Should you have any further questions regarding this matter please do not hesitate to contact our office.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Maya Angus'. The signature is written in a cursive style with a large, stylized initial 'M'.

Maya Angus
Department of Planning, Industry & Environment - Crown Lands Business Centre

Enclosure permit—notification of transfer application

Use this form to notify the Department of Planning, Industry & Environment—Crown Lands (the department) when a parcel of land to which an enclosure permit is attached has been transferred to a new owner or sold.

Fee

\$89.00 - For further information please refer to the NSW Department of Planning, Industry & Environment—Crown Lands website.

Contact us

For more information, please contact us at:

NSW Department of Planning, Industry & Environment—Crown Lands
PO Box 2155
DANGAR NSW 2309

Phone: 1300 886 235 (Option 2, Option 2)

Fax: 02 4925 3517

Email: enclosure.permits@crowmland.nsw.gov.au

Web: industry.nsw.gov.au/lands

Privacy statement

The personal information you provide on this form is subject to the Privacy & Personal Information Protection Act 1989. It is being collected by NSW Department of Industry and will be used for purposes related to this application. NSW Department of Planning, Industry & Environment will not disclose your personal information to anybody else unless authorised by law. The provision of this information is voluntary or required to be supplied. If you choose not to provide the requested information we may not be able to process this application. You have the right to request access to, and correct details of, your personal information held by the department. Further information regarding privacy can be obtained from the NSW Department of Planning, Industry & Environment—Crown Lands website at www.industry.nsw.gov.au/legal/privacy

Applicant details

Salutation	<input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Miss <input type="checkbox"/> Dr <input type="checkbox"/> Other:
First name	
Surname	
Home address	
Postal address	
Home telephone	
Work	
Mobile	
Email address	

Property details

List details of related land

Lot/DPs	Parish/county	Locality/address	Local Govt. Area

Declaration

<input type="checkbox"/> I <input type="checkbox"/> we,	advise that on the **date shown below,	<input type="checkbox"/> I <input type="checkbox"/> we,	became holders of the specified land
A payment of \$89 is attached with this application with a cheque or money order made payable to the department			
Enclosure permit no.:			
**Date of transfer of land			
Name			
Signature			
Date			

To be completed by lodging agent

Name	
Address	
Your reference	
Signature	
Date	

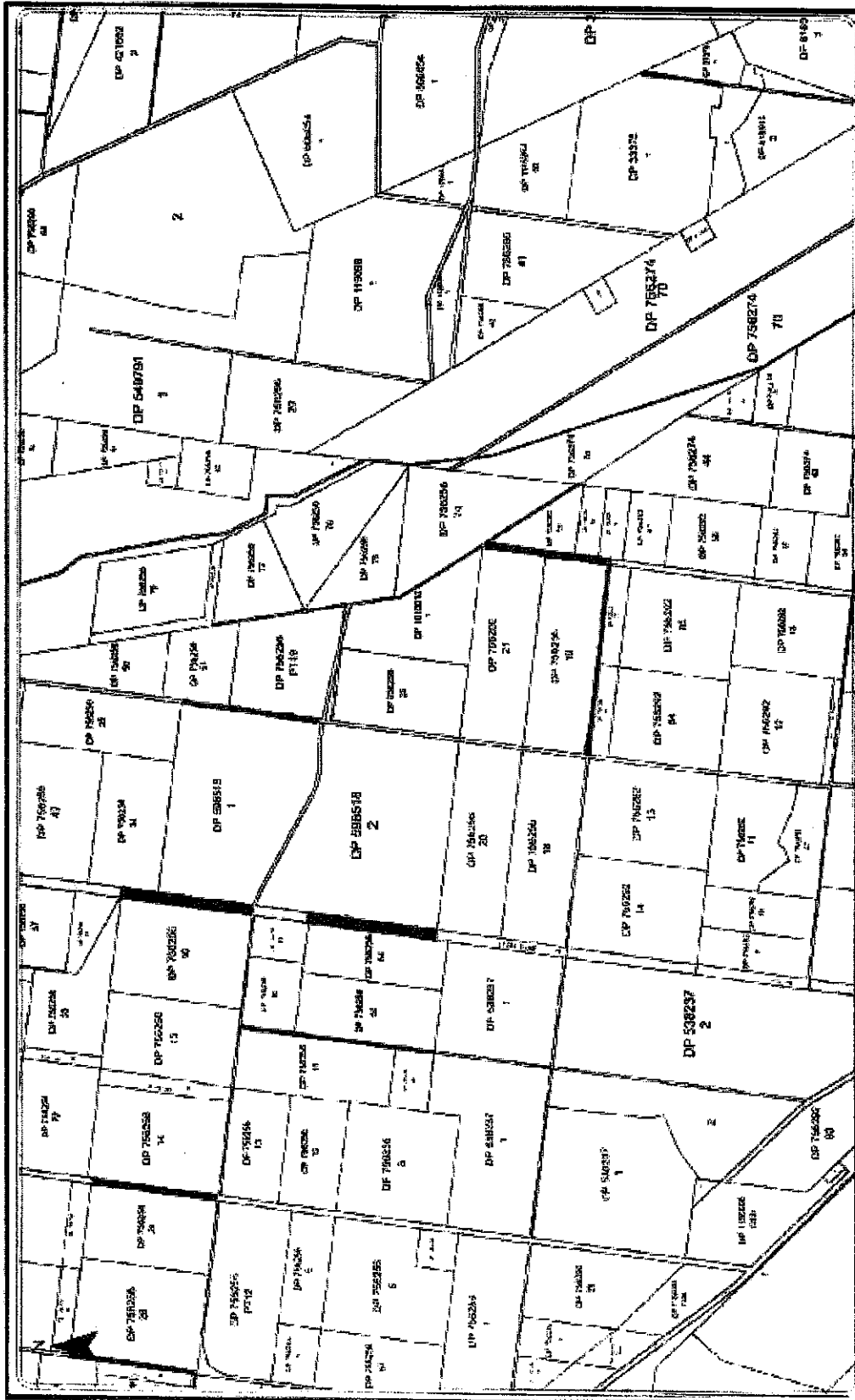
Lodgement

Email the completed form to: enclosure.permits@crowland.nsw.gov.au

Include fee payment - Cheque or Money Order payable to the Department of Planning, Industry & Environment—Crown Lands

Mail to: NSW Department of Planning, Industry & Environment—Crown Lands , PO Box 2155,
DANGAR NSW 2309

Office use only – Refer to the Receipting and Referrals Codes Document					
<input type="checkbox"/> BCN	Referral Code	BCNEP	Receipting code	TENEP	
TRIM DOC	Fee Paid \$		Receipt Number		
Account number		Date			



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PARISH: BORREE
 COUNTY: TOWNSSEND
 LGA: CONARGO
 SUBURB: PRETTY FINE

Scale 1:48,811
 300 0 300 Feet 1:120
 Metres

Printed By: LAW BREEN
 Date Printed: 28/10/2015
 Land NSW Office: CASULURIN
 Telephone: 1300 660 235

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