

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>Nutrien Ag Solutions in conjunction with Riverina Irrigation &amp; Pastoral Pty Ltd ACN 096 614 578 35 Davidson Street, Deniliquin, NSW 2710</b>	Phone: 0427 236 791 Ref: James Sides Email: jamessides2710@gmail.com
co-agent		
vendor	<b>Allan Geoffrey Stanhope Wragge "Yaloke", 2395 Wakool Road, Deniliquin, NSW 2710</b>	
vendor's solicitor	<b>Glowreys - The Riverina Law Firm 185 Cressy Street, DENILIKUIN NSW 2710 DX 5567 Deniliquin</b>	Phone: 03 5881 3766 Email: legal@glowreys.com.au Fax: 03 5881 4258 Ref: EJJ:VB:201696
date for completion land (address, plan details and title reference)	<b>90<sup>th</sup> day after the Contract date</b> <b>"Yaloke" 2395 Wakool Road, Deniliquin, New South Wales 2710 (more fully described in the annexed Schedule of Property) and being Murray Irrigation Limited landholding reference number D292</b>	(clause 15)
improvements attached copies	<input checked="" type="checkbox"/> VACANT POSSESSION (subject to the Special Conditions) <b>See annexed Schedules</b> <input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input checked="" type="checkbox"/> other documents: Letter in respect of Sewerage and Drainage diagrams, Murray Irrigation Enquiry Information Statement, WAL searches, NSW Water Register searches, Murray Local Land Services, Animal Health and Chemical Residue search and Cadastral plan	

**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 Schedules	
exclusions	See annexed Schedules	
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	<b>GST AMOUNT (optional)</b> The price includes GST of: \$	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  yesNominated **Electronic Lodgment Network (ELN)** (clause 30):

PEXA

**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 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 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
<b>Home Building Act 1989</b>	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015
<input type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 brochure or warning	<input type="checkbox"/> 57 disclosure statement - off the plan contract
<input type="checkbox"/> 26 evidence of alternative indemnity cover	<input type="checkbox"/> 58 other document relevant to off the plan contract
<b>Swimming Pools Act 1992</b>	<b>Other</b>
<input type="checkbox"/> 27 certificate of compliance	<input type="checkbox"/> 59
<input type="checkbox"/> 28 evidence of registration	
<input type="checkbox"/> 29 relevant occupation certificate	
<input type="checkbox"/> 30 certificate of non-compliance	
<input type="checkbox"/> 31 detailed reasons of non-compliance	

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **COOLING OFF PERIOD (PURCHASER'S RIGHTS)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

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

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

In this contract, these terms (in any form) mean –

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss 14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.



**6 Error or misdescription**

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

**7 Claims by purchaser**

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

**8 Vendor's rights and obligations**

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

**9 Purchaser's default**

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

**10 Restrictions on rights of purchaser**

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 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 outgoing up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**  
The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

**25 Qualified title, limited title and old system title**

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.



**28 Unregistered plan**

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

**29 Conditional contract**

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* *within* 7 days after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* *within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* *within* 7 days after either *party* *serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* *serving* notice of the event happening;
  - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

**30 Electronic transaction**

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

- 30.4.2 normally, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
  - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 Normally, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 Normally, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 populate the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the party required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the party entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                                 |   |
|---------------------------------|---|
| <i>adjustment figures</i>       | details of the adjustments to be made to the price under clause 14;   |
| <i>certificate of title</i>     | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;  |
| <i>completion time</i>          | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;   |
| <i>conveyancing rules</i>       | the rules made under s12E of the Real Property Act 1900;  |
| <i>discharging mortgagee</i>    | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i>                     | the Electronic Conveyancing National Law (NSW);   |
| <i>effective date</i>           | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;  |
| <i>electronic document</i>      | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;   |
| <i>electronic transfer</i>      | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;  |
| <i>electronic transaction</i>   | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;   |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;  |
| <i>incoming mortgagee</i>       | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;  |
| <i>mortgagee details</i>        | the details which a party 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.

"Yaloke" 2395 Wakool Road DENILIQUIN NSW 2710

**SCHEDULE OF LAND – "YALOKE" DENILIQVIN**

<b><u>Lot</u></b>	<b><u>Area – Acres</u></b>	<b><u>Area – Hectares</u></b>	<b><u>Title Reference</u></b>
Lot 1 DP538359	2,370.2625	959.213	Identifier 1/538359
Lot 2 DP538359	2,402.523	972.27	Identifier 2/538359
Lot 3 DP538359	2,311.706	935.516	Identifier 3/538359
Lot 15 DP756320	1,008.675	408.197	Identifier 15/756320
Lot 2 DP126425	6.469	2.618	Identifier 2/126425
Lot 172 DP1116649	158.27	64.05	Identifier 172/111649
<b>Total</b>	<b>8,257.9055</b>	<b>3341.864</b>	

## **SCHEDULE OF IMPROVEMENTS INCLUSIONS AND EXCLUSIONS**

### **Improvements**

- Homestead
- Inground pool, with filtration system
- Tennis court
- Dishwasher
- Wood heater in TV room (Kanara or similar brand)
- Air conditioning system
- Split system in the kitchen
- Workshop fixed shelving
- Machinery shedding and hay sheds
- Steel sheep yards and cattle yards
- cattle yards crush and loading ramp
- Grain shed
- Eight (8) silos fixed
- Fuel tanks fixed
- Pressure pumps x 4
- Stock feed and troughs fixed
- Cottage
- Hoist and benches in workshop
- Woolshed with Five (5) overhead plant
- Silage left on property at settlement
- Bore (Works approval 50CA504451) motor and diesel tank
- Lift pump on 100 meg dam
- Deutz Motor and pump on 200 meg storage dam
- Hertz motor and pump on 250 meg storage dam
- Cummins motor and pump on the river
- Diesel tank on all pumps and bore

### **Inclusions**

- WAL7011 (zero share component)
- WAL41915 (zero share component)
- Murray Irrigation Ltd – 2,104 shares
- Murray Irrigation Ltd – 1,553 delivery entitlements

### **Exclusions**

- Three (3) transportable silos
- Transportable stock feeders
- Murray Irrigation water entitlements
- Two (2) wool presses
- Two (2) Wool table
- Portable loading race
- Cattle feed troughs
- Sheep and cattle feeders
- Overhead light shade in the dining room

- Hay racks
- Water troughs in feed yards
- Fuel tanks portable
- VE sheep machine
- Portable dip
- Cane wool baskets
- Wool bail stencils
- Wool Scales

# SPECIAL CONDITIONS TO AGREEMENT FOR SALE OF LAND

between  
**ALLAN GEOFFREY STANHOPE WRAGGE**  
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 Purchaser not to depasture any stock in addition to the numbers on the subject property between the date of this Contract and the date of completion, natural increase, only, excepted.

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's 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 bores, pumps and 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, including, but not limited to Works Approvals 50CA504451 and 50CA502037, 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 Notwithstanding clause 8.2, the parties agree that the risk referred to in clause 8.2 shall not apply to the bore until such time as the vendor notifies the purchaser that it has ceased use of the bore.

8.4 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, above or below ground fuel tank, 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 2,104 Murray Irrigation Limited Shares, 1,553 Delivery Entitlements and 0 Water Entitlements presently held in conjunction with landholding reference number D292.
- 9.3 Completion of this Contract of Sale is subject to and conditional upon the consent of Murray Irrigation Limited ("MIL") to the permanent transfer of the 2,104 Shares, 0 Water and 1,553 Delivery Entitlements referred to in special condition 9.2.
- 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 pursuant to the Water Entitlements 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 in Murray Irrigation Limited and the Water and Delivery Entitlements which are referable to the land being sold 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 has the right to retain or transfer the 1,000 Water Entitlements presently held in conjunction with LRN D292, subject to the first right of refusal contained in special condition 14.
- 9.16 The Vendor has the right to retain all announced allocation up to and including the completion date.

## 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:-

2,104 MIL Shares	\$	2,104.00
Land, Improvements, Inclusions and Delivery Entitlements	\$	
TOTAL	\$	

12. **Release of security interest**

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 A release for the purposes of special condition 12.2 must be in writing and in a form published by the Law Society of New South Wales or the Australian Bankers Association.
- 12.6 If the Purchaser receives a release under special condition 12.2, the Purchaser must provide the Vendor with a copy of the release at or as soon as practicable after settlement.
- 12.7 In addition to ensuring a release is received under special condition 12.2, 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.
- 12.8 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.
- 12.9 If the Purchaser does not provide an advice under special condition 12.8, 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.
- 12.10 If settlement is delayed under special condition 12.9, 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.

13. **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.

14. **First Right Of Refusal With Respect to Water Assets**

14.1. The Purchaser shall have the first right of refusal for the purchase of all or part of the 1,000 Murray Irrigation Limited Water Entitlements as the Purchaser wishes to purchase at the price nominated by the Vendor following the execution and exchange of this Contract, provided that such first right of refusal shall expire if the Purchaser fails to enter a Contract prepared by the Vendor's solicitor within seven (7) days of the date upon which such Contract is served upon the Purchaser.

14.2. The Purchaser must nominate the number of Water Entitlements in respect of which the Purchaser wishes to exercise the first right of refusal immediately upon signing this Contract.

15. **Vendor's Crops**

The Vendor shall have the right to harvest any unharvested winter cereal crops and the sorghum crops on the property, and to store grain in a bunker to be constructed on the property, after the completion date, subject to the following conditions:

15.1. The risk in such crops, in all respects, remains that of the Vendor.

15.2. The Vendor shall continue to maintain public liability insurance cover in the sum of not less than twenty million dollars (\$20,000,000.00) until the harvesting of the crops is completed and shall indemnify the Purchaser in respect of all notices, actions, claims and demands, of whatever nature, arising out of, or in connection with, the Vendor's crops and their harvesting in removal from the property.

15.3. The Vendor, the Vendor's servants, agents, contractors and invitees shall have such reasonable right of access to the property as is necessary for the harvesting and collection of the proceeds of such crops on the basis that the Vendor shall use his best endeavours to ensure as little as possible inconvenience is caused to the Purchaser in the exercise of this right.

15.4. The Vendor shall remove the proceeds of such crops, including any stored in the bunker referred to in this provision, upon completion of the harvest of the sorghum crop.

16. **Purchaser's Access**

The Purchaser shall, while not in default in respect of any obligation pursuant to this Contract, have such reasonable right of access to defined paddocks on the property nominated by the Vendor, and not being used for grazing or cropping by the Vendor, as is necessary for the purpose of preparing for, planting and tending winter cereal crops, in all respects at the risk and expense of the Purchaser subject to the following conditions:

16.1. In no circumstance, other than default by the Vendor in respect of completion of this Contract shall the Purchaser be entitled to any compensation for any work done or money spent in exercising the right granted pursuant to this provision.

16.2. Prior to entry under the property to exercise the right of access hereby granted, the Purchaser shall effect, and produce evidence of the effecting of, public liability insurance cover in the sum of not less than twenty million dollars (\$20,000,000.00) and shall indemnify the Vendor in respect of all notices, actions, claims and demands, or whatever nature, arising out of, or incidental to, the exercise by the Purchaser of the right hereby granted.

16.3. In the event of default by the Purchaser in respect of any obligation pursuant to this Contract, the right of access hereby granted is immediately terminated without the need for service of notice.

17. **Clearing Sale**

The Vendor reserves the right to conduct a clearing sale on the property for up to 21 days after the completion date on the following conditions:

17.1. The Vendor effects and maintains public liability insurance in the sum of not less than twenty million dollars (\$20,000,000.00) over the property while any of the Vendors' plant and equipment remains on the property pursuant to this provision, and indemnifies the Purchaser in respect of all notices, action, claims and

demands, of whatever nature, arising out of, or incidental to, the conduct of the clearing sale and the retention of the Vendors' plant and equipment on the property.

- 17.2. The risk in the Vendors' property for all purposes other than the negligent or willful damage by the Purchaser remains that of the Vendor.
- 17.3. The Vendor, the Vendors' servants, agents and invitees shall have such reasonable right of access to the property as is necessary for the purposes of the conduct of the clearing sale, inspection of the plant and equipment, and the removal of the plant and equipment for up to 14 days after the date of the clearing sale expressly on the basis that the Vendor, the Vendors' servants, agents and invitees will use their best endeavours not to adversely effect the operation by the Purchaser of the farming business on the property.
- 17.4. It shall be a condition of the conduct of the clearing sale that title to any plant and equipment remaining on the property after the expiration of 14 days following the date of the clearing sale, except by express arrangement with the Purchaser, shall pass to the Purchaser and the Vendor hereby indemnifies the Purchaser in respect of any notice, action, claim, demand or proceedings in respect of such passing of title.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/538359

SEARCH DATE	TIME	EDITION NO	DATE
14/10/2020	10:41 AM	4	24/5/2019

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

LAND

LOT 1 IN DEPOSITED PLAN 538359  
LOCAL GOVERNMENT AREA MURRAY RIVER  
PARISH OF BRASSI COUNTY OF TOWNSEND  
PARISH OF PURDANIMA COUNTY OF TOWNSEND  
TITLE DIAGRAM DP538359

FIRST SCHEDULE

ALLAN GEOFFREY STANHOPE WRAGGE (CN AN861194)

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 LAND EXCLUDES THE ROAD(S) SHOWN IN THE TITLE DIAGRAM
- 3 LAND EXCLUDES MINERALS RESERVED BY THE CROWN GRANTS OF POR 160 (PH OF BRASSI) & PORS 23 & 25 & POR 9 & UNNECESSARY ROAD (PH OF PURDANIMA)
- \* 4 AH257216 CAVEAT BY MURRAY IRRIGATION LIMITED
- \* AN861197 CAVEATOR CONSENTED
- 5 AN861197 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED
- \* 6 AQ267936 CAVEAT BY NEW SOUTH WALES RURAL ASSISTANCE AUTHORITY

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: 2/538359

SEARCH DATE	TIME	EDITION NO	DATE
14/10/2020	10:42 AM	8	24/5/2019

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

LAND

LOT 2 IN DEPOSITED PLAN 538359  
LOCAL GOVERNMENT AREA MURRAY RIVER  
PARISH OF BRASSI COUNTY OF TOWNSEND  
PARISH OF PURDANIMA COUNTY OF TOWNSEND  
TITLE DIAGRAM DP538359

FIRST SCHEDULE

ALLAN GEOFFREY STANHOPE WRAGGE (CN AN861195)

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 LAND EXCLUDES THE ROAD(S) SHOWN IN THE TITLE DIAGRAM
- 3 LAND EXCLUDES MINERALS RESERVED BY THE CROWN GRANTS OF PORS 34, 53, 54, 58, 60 & 160 (PH OF BRASSI) & PORS 18, 19, 20, 21 & 104 (PH OF PURDANIMA)
- \* 4 AI980155 CAVEAT BY MURRAY IRRIGATION LIMITED
- \* AN861196 CAVEATOR CONSENTED
- \* 5 AK369160 CAVEAT BY NEW SOUTH WALES RURAL ASSISTANCE AUTHORITY
- \* AN861196 CAVEATOR CONSENTED
- 6 AN861196 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

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



FOLIO: 3/538359

SEARCH DATE	TIME	EDITION NO	DATE
14/10/2020	5:27 PM	4	24/5/2019

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

LAND

LOT 3 IN DEPOSITED PLAN 538359  
LOCAL GOVERNMENT AREA MURRAY RIVER  
PARISH OF BRASSI COUNTY OF TOWNSEND  
PARISH OF PURDANIMA COUNTY OF TOWNSEND  
PARISH OF YALOKO COUNTY OF TOWNSEND  
TITLE DIAGRAM DP538359

FIRST SCHEDULE

ALLAN GEOFFREY STANHOPE WRAGGE (CN AN861195)

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 LAND EXCLUDES THE ROAD(S) SHOWN IN DP538359
- 3 LAND EXCLUDES MINERALS RESERVED BY THE CROWN GRANTS OF PORS 34, 53, 54, 58 & 60 (PH OF BRASSI) & PORS 139 & 140 (PH OF YALOKE)
- \* 4 AI980155 CAVEAT BY MURRAY IRRIGATION LIMITED
- \* AN861196 CAVEATOR CONSENTED
- 5 AN861196 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

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.

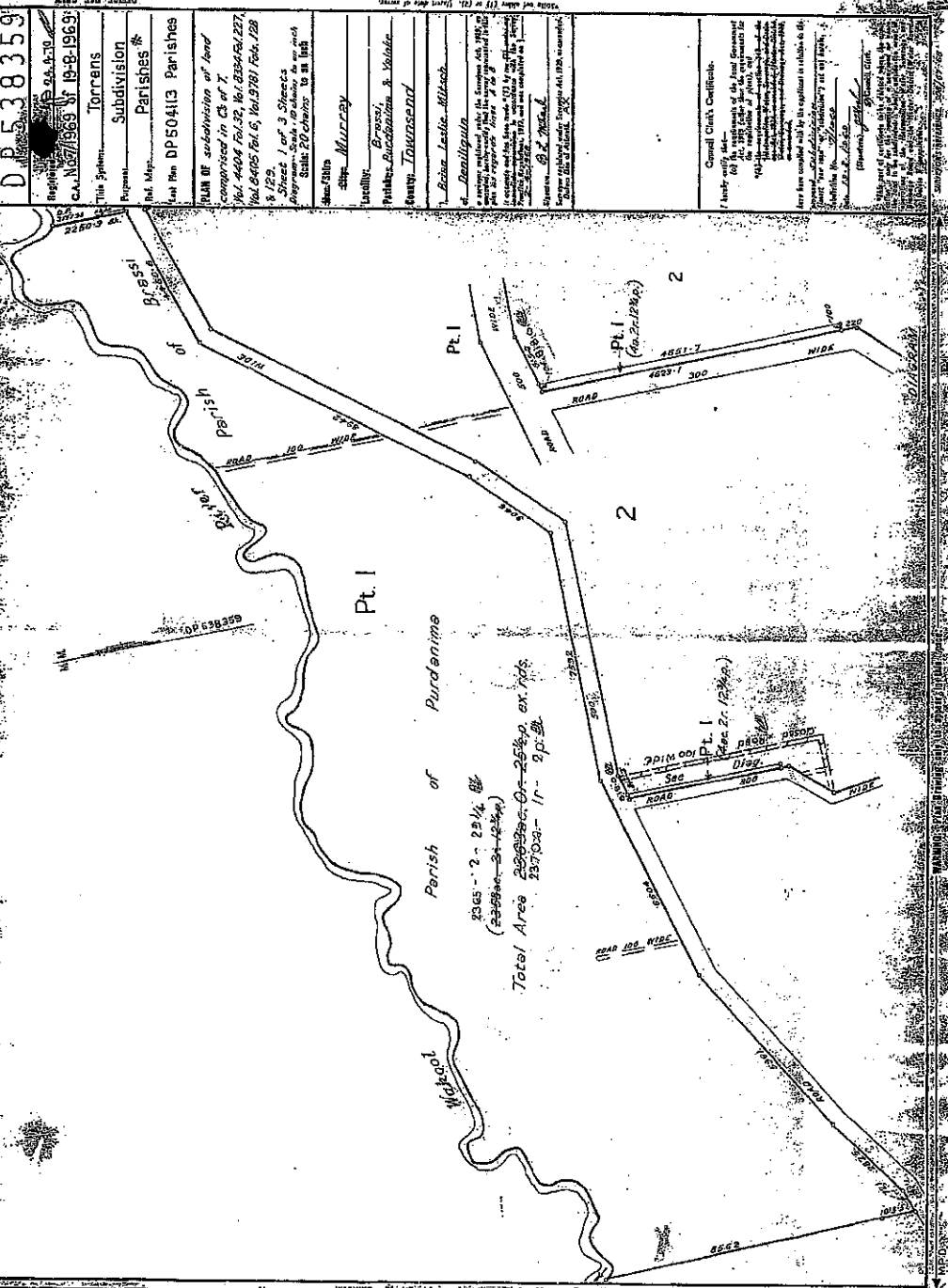
UNREGISTERED DEALINGS: NIL

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

CONVERSION TABLE ADDED IN REGISTER GENERAL'S DEPARTMENT  
 DP 538359 SH. 1/4

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DP 538359  
 WARNING: THIS DRAWING IS UNLAWFUL TO BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PREPARED. IT IS THE RESPONSIBILITY OF THE USER TO OBTAIN NECESSARY PERMITS AND TO COMPLY WITH ALL APPLICABLE REGULATIONS AND ORDINANCES. THE REGISTER GENERAL'S DEPARTMENT IS NOT RESPONSIBLE FOR ANY CONSEQUENCES ARISING FROM THE USE OF THIS DRAWING.



DP 538359  
 WARNING: THIS DRAWING IS UNLAWFUL TO BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PREPARED. IT IS THE RESPONSIBILITY OF THE USER TO OBTAIN NECESSARY PERMITS AND TO COMPLY WITH ALL APPLICABLE REGULATIONS AND ORDINANCES. THE REGISTER GENERAL'S DEPARTMENT IS NOT RESPONSIBLE FOR ANY CONSEQUENCES ARISING FROM THE USE OF THIS DRAWING.

DP 538359  
 PLAN OF SUBDIVISION OF LAND  
 comprised in CS of T  
 Vol. 4404 Fol. 32, Vol. 8334 Fol. 227,  
 Vol. 8405 Fol. 6, Vol. 3781 Fol. 128  
 & 129.  
 Sheet 1 of 3 Sheets  
 Registered in the Office of the  
 Registrar-General, New South Wales,  
 State of New South Wales, on the 14th  
 day of August, 1969.

Surveyor: Murray  
 Location: Purdunime Parish & Yaluka  
 County: Torrains  
 Parish: Torrains

Scale: 20 chains to an inch

Surveyor's Certificate:  
 I, the undersigned, being a duly qualified Surveyor, do hereby certify that the above is a true and correct copy of the original plan as deposited in my office, and that the same is in accordance with the provisions of the Land Act, 1957, and the regulations thereunder.

Surveyor: Murray  
 Date: 14/8/69

Registrar-General's Office  
 New South Wales  
 Date: 14/8/69

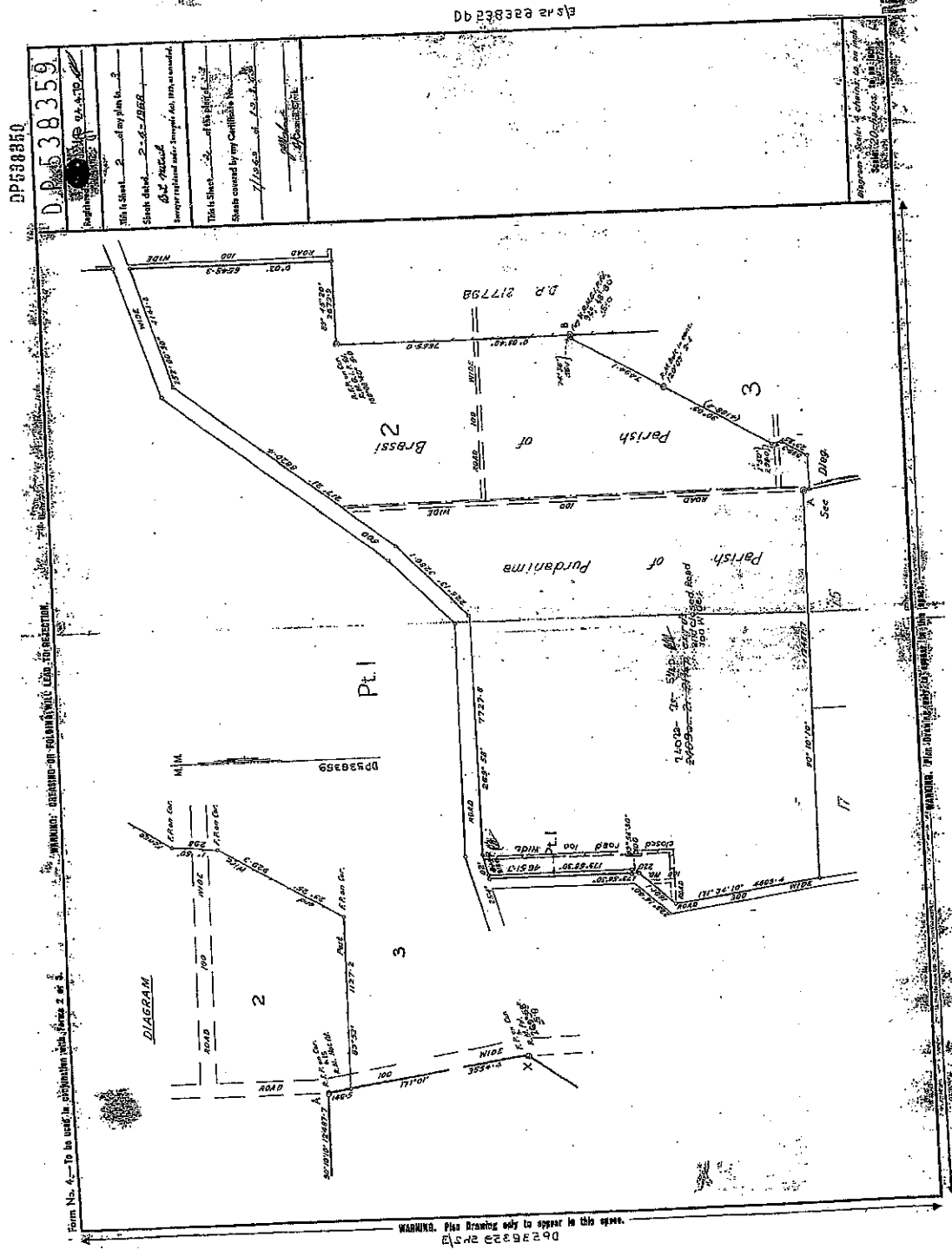
I, Jack Herbert Jackson, Registrar-General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 14th day of July, 1971.

Jack Herbert Jackson



CONVERSION TABLE ABOVE IN METRES  
 METRES  
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 FEET  
 YARDS  
 MILES  
 SQUARE METRES  
 SQUARE YARDS  
 SQUARE FEET  
 SQUARE INCHES  
 ACRES  
 HECTARES

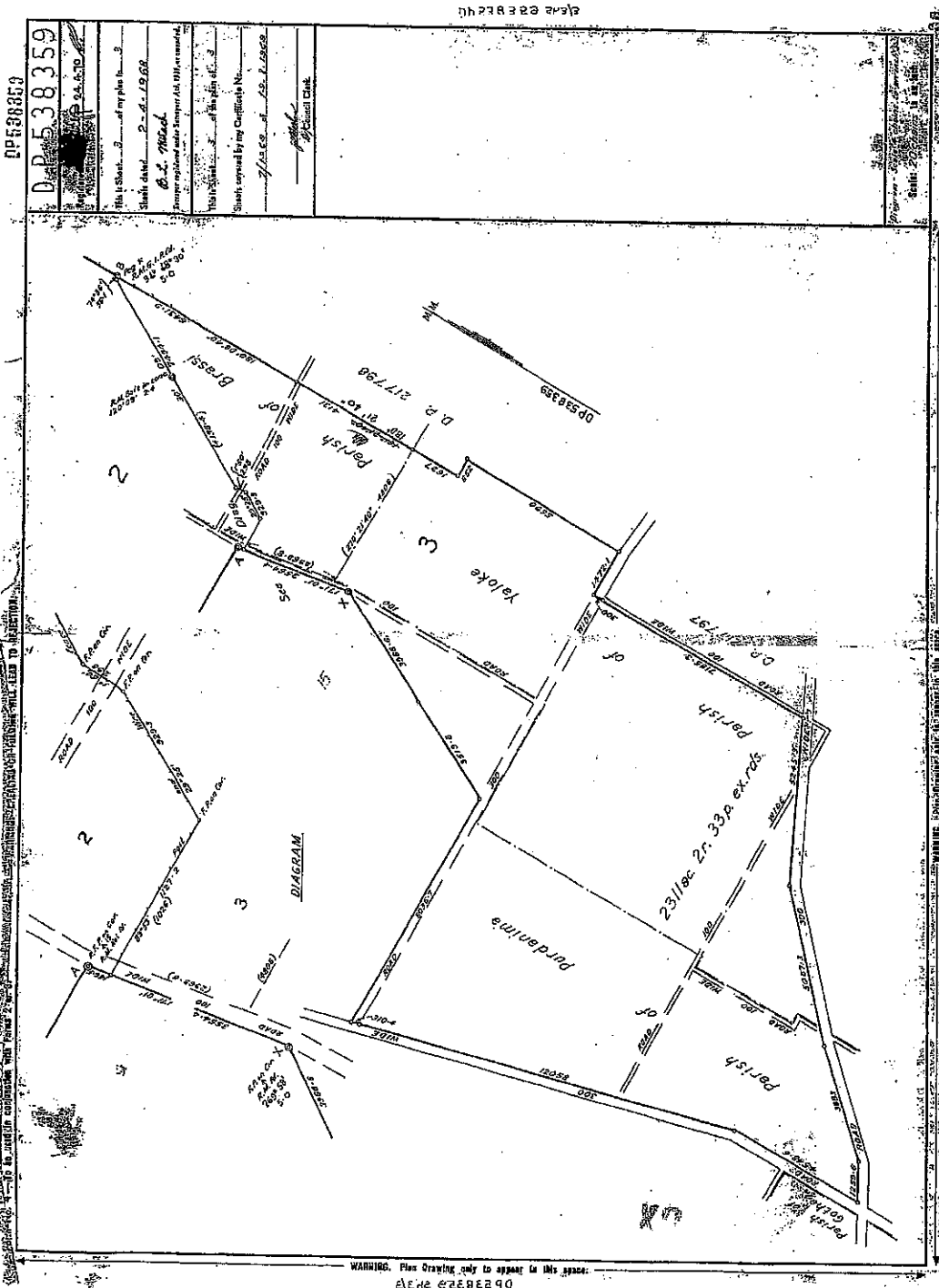
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Form No. 4 - To be used in conjunction with Form No. 3  
 WARNING: THIS DRAWING IS VALID FOR REGISTRATION ONLY. IT IS NOT VALID FOR ANY OTHER PURPOSE.  
 D.P. 21798  
 D.P. 21798  
 D.P. 21798

I, Jack Ingham Nelson, Registrar-General for New South Wales, certify that this instrument is a true and correct copy of the original as recorded in the Register of Deeds and Mortgages on this 14th day of July, 1974.

*Jack Ingham Nelson*



CONVERSION TABLE APPLICABLE IN REGISTER GENERAL'S DEPARTMENT

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7	1.414	5.7393
8	1.616	6.5592
9	1.818	7.3791
10	2.020	8.1990
11	2.222	9.0189
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100	20.200	81.9900

AC RD PT 2311 2 33 935.5 HA

I, Jack Howard Watson, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 14th day of July, 1976.

*Jack Howard Watson*



FOLIO: 15/756320

SEARCH DATE	TIME	EDITION NO	DATE
14/10/2020	11:11 AM	10	24/5/2019

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

LAND

LOT 15 IN DEPOSITED PLAN 756320  
LOCAL GOVERNMENT AREA MURRAY RIVER  
PARISH OF PURDANIMA COUNTY OF TOWNSEND  
(FORMERLY KNOWN AS PORTION 15)  
TITLE DIAGRAM CROWN PLAN 4784.1803

FIRST SCHEDULE

ALLAN GEOFFREY STANHOPE WRAGGE (CN AN861195)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE MEMORANDUM S700000A
- 2 EXCEPTING ANY ROADS AND RESUMED LAND
- \* 3 AI980155 CAVEAT BY MURRAY IRRIGATION LIMITED
- \* AN861196 CAVEATOR CONSENTED
- 4 AN861196 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

WAR SERVICE LAND SETTLEMENT YALOKE PROMOTION ESTATE

Original Plan No. 1462, 1570, 1716, 2235 & 2442, 2477, 2478, 2479

(See also Acquisition Plan No. 2400)

PLAN OF PORTION 15 (Block A)

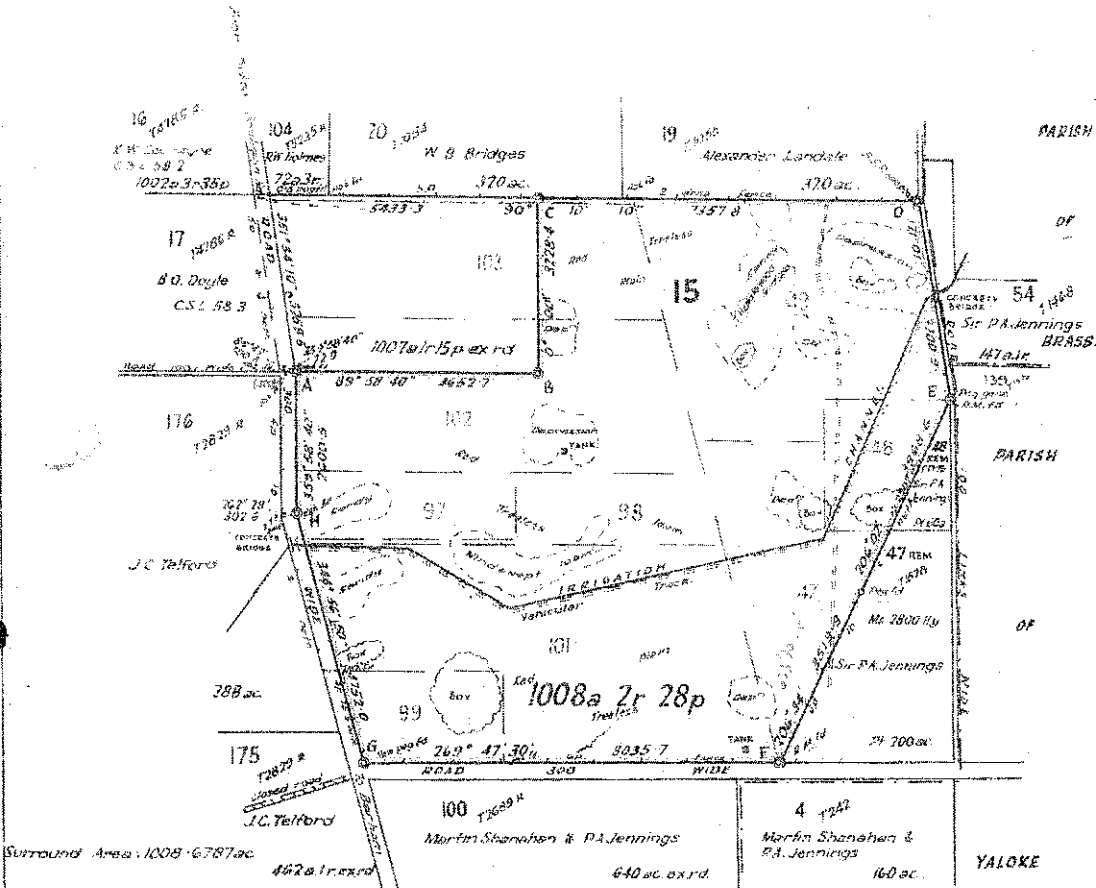
PAPERS L.B. 55-408  
W.S. 6716 C

PARISH PURDANIMA COUNTY TOWNSEND  
 LAND DISTRICT DENILIQUIN LAND BOARD DISTRICT HAY  
 SHIRE MURRAY

Applied for under the Section of the Crown Lands Consolidation Act, 1933, by

(P. 14-15)  
 (C.S.L. 58-1 January 25th John David Fuks (Area 1007a, 1f, 32p)  
 Within Deniliquin Provisional Domestic and Stock Water Supply and Irrigation District Constituted 16-12-1938  
 Unnecessary roads in portion 15 to be closed G.S. 10, 6, 60.  
 Area of 1a, 0r, 3/4 proposed to be added M.S. 2907 1/4.  
 Within 1730 in G.S. under N.R. or B.L. 166° 19' 10" Dec. 1928

Area of requested lands (incl. 1a, 0r, 3/4)	1008a, 2r, 28p
Area of Crown land	6a, 0r, 0p
Area of road out of requested land	
Area of road out of Crown land	
Area of land now out of requested land	
Area of land now out of Crown land	
Area of reserves out of requested land	
Area of reserves out of Crown land	



Surround Area: 1008-6787ac

REFERENCE MARKS

SECTION	BEARING	FROM	DISTANCE	REMARKS
A	Numbered Peg	100	15	100
B	Numbered Peg	100	15	100
C	Numbered Peg	100	15	100
D	Numbered Peg	100	15	100
E	Force Lines on corner	100	15	100
F	Numbered Peg	100	15	100
G	Numbered Peg	100	15	100
H	Numbered Peg	100	15	100

NOTATION PLAN

PLAN APPROVED

BY APPOINTED TO THE APPOINTED BY 10 10 1928

I, Robert Walter Velock  
 of Deniliquin  
 Surveyor General under the Surveyors Act, 1928 do hereby certify that the above plan is a true and correct copy of the original plan as deposited in the office of the Surveyor General at Deniliquin on the 10th day of October 1928 and that the same is in accordance with the Surveyors Act, 1928 and the Regulations thereunder.

ALIMUTH TAKEN FROM EARLY FIELD BOOK 2574, PAGES 1-8

SCALE 20 CHAINS TO AN INCH

CAT. NO. T4784 - 1803



FOLIO: 172/1116649

SEARCH DATE	TIME	EDITION NO	DATE
14/10/2020	11:13 AM	6	24/5/2019

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

LAND

LOT 172 IN DEPOSITED PLAN 1116649  
AT DENILIQUIN  
LOCAL GOVERNMENT AREA MURRAY RIVER  
PARISH OF PURDANIMA COUNTY OF TOWNSEND  
TITLE DIAGRAM DP1116649

FIRST SCHEDULE

ALLAN GEOFFREY STANHOPE WRAGGE (CN AN861195)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS (S.171 CROWN LANDS ACT 1989)
- \* 2 DP1116649 RESTRICTION(S) ON THE USE OF LAND
- \* 3 AI980155 CAVEAT BY MURRAY IRRIGATION LIMITED
- \* AN861196 CAVEATOR CONSENTED
- 4 AN861196 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

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



PLAN FORM 2

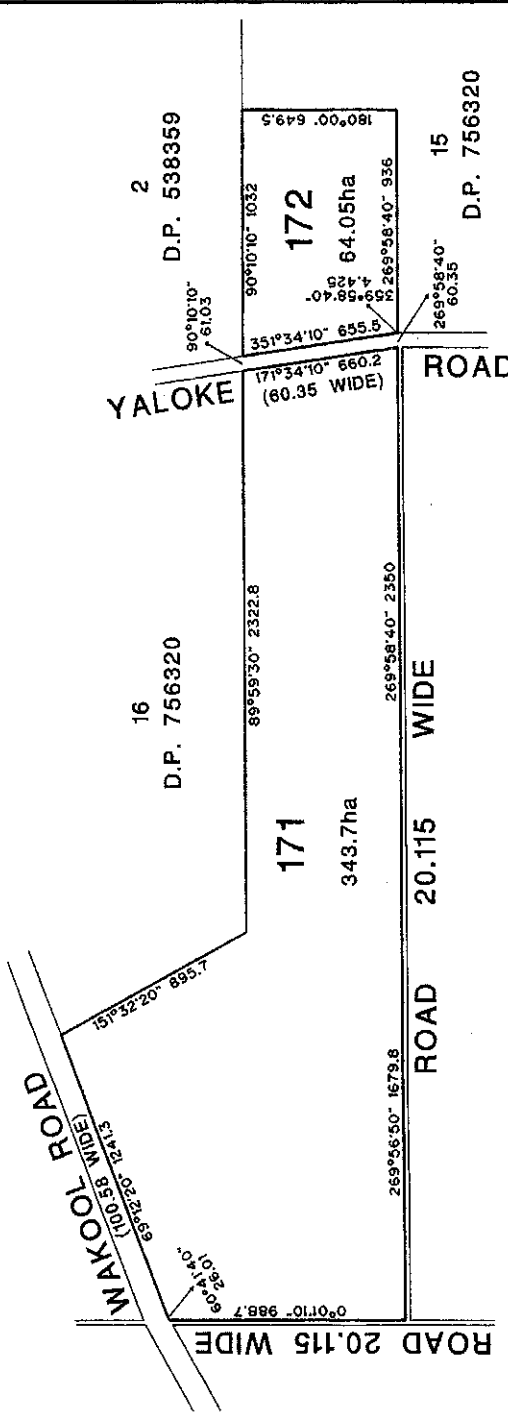
SIGNATURES AND SEALS ONLY  
 Duly executed by AVANCOUR RY  
 LTD ACN 091 018 422 pursuant  
 to Section 127 Corporations Act 2001

Sole Director / Secretary  
 Team include: Volsan



Office of the Registrar-General / Src: INFOTRACK / Ref: 201696 / Pgs: ALL / Prt: 16-Oct-2020 09:24 / Seq: 1 of 1

Plan Drawing only to appear in this space



DP1116649

Registered: 4-9-2007  
 Title System: TORRENS  
 Purpose: SUBDIVISION  
 Ref. Map: PARISH #  
 Last Plan: T. 4786-1803

PLAN OF SUBDIVISION OF  
 LOT 17, D.P. 756320

Lengths are in metres. Reduction Ratio 1:15000  
 LGA: MURRAY  
 Locality: BRASSH DENILQUIN  
 Parish: PURDANIMA  
 County: TOWNSEND (75)

This drawing is drawn in sheets  
 1. BRIAN LESLIE MITSCH  
 of DENILQUIN, N.S.W., 2710  
 is the registered surveyor for this plan.  
 Signature: [Signature] Date: 17-5-07  
 Type: Surveyor  
 Plans used in preparation of survey/consultation:  
 T. 4786-1803  
 D.P. 538359

PANEL FOR USE ONLY for statements of attention to details public road; to enable cable, sewerage, drainage, water, gas, electricity, telecommunications, and other services to be laid on the use of the public road.  
 PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE:  
 1. RESTRICTION ON USE OF THE LAND

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

REGISTRY REFERENCE 9988/06-07/1065 [CHECKLIST] "2007M7001298ICOMP"

**Instrument setting out terms of Restriction on use of the Land  
intended to be created pursuant to Section 88B Conveyancing Act 1919.**

(Sheet 1 of 2 Sheets)

Plan :

**DP1116649**

Plan of subdivision of Lot 17, D.P. 756320 in the local government area of Murray, Parish of Purdanima, County of Townsend, covered by Subdivision Certificate No. 16/07 dated 18 July 2007

Full name and address  
of the owner of the land :

Avanour Pty. Ltd., Level 7, 488-490 Bourke Street,  
Melbourne, Vic. 3000

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of restriction to be created and referred to in the plan	Burdened lot	Prescribed Authority
1	Restriction on use of the land	Lot 172	Murray Shire Council

**Part 2 (Terms)**

**1. Terms of restriction on use of the land numbered 1 in the plan.**

No dwelling shall be permitted to be erected on the subject land

Name of person empowered to release, vary or modify restriction numbered 1 in the plan.

**Murray Shire Council**

Executed by **AVANOUR PTY. LTD.**  
**ACN 091 019 422** in accordance with its  
constitution by **John Michael VOITIN**

.....  
Sole Director/Secretary

THE COMMON SEAL of HARGRAVES SECURED INVESTMENTS LIMITED (ACN 089 001 267) being a Company with more than one Director is hereby affixed in accordance with its Articles of Association in the presence of:

Director:

Director:

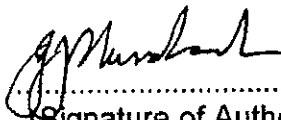


Plan : \*

**DP1116649**

Plan of subdivision of Lot 17, D.P. 756320 in the local government area of Murray, Parish of Purdania, County of Townsend, covered by Subdivision Certificate No. 16/07 dated 18 July 2007

Signed for **MURRAY SHIRE COUNCIL**  
in my presence by Greg Murdoch  
who is personally known to me :



.....  
(Signature of Authorised Officer)

General Manager.....

(Authority of Officer)

Teresa Brooks.....  
Signature of Witness

Teresa Brooks.....  
Name of Witness

32A Moama St. Mathoura.....  
Address of Witness



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2/1262425

SEARCH DATE	TIME	EDITION NO	DATE
14/10/2020	11:08 AM	1	3/8/2020

LAND

LOT 2 IN DEPOSITED PLAN 1262425  
 AT DENILIQUIN  
 LOCAL GOVERNMENT AREA MURRAY RIVER  
 PARISH OF BRASSI COUNTY OF TOWNSEND  
 TITLE DIAGRAM DP1262425



FIRST SCHEDULE

ALLAN GEOFFREY STANHOPE WRAGGE (TU AQ261996)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS (S.13.2 CROWN LAND MANAGEMENT ACT 2016)
- 2 LIMITED TITLE. LIMITATION PURSUANT TO SECTION 28T(4) OF THE REAL PROPERTY ACT, 1900. THE BOUNDARIES OF THE LAND COMPRISED HEREIN HAVE NOT BEEN INVESTIGATED BY THE REGISTRAR GENERAL.

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

# DP1262425

Registered: 16.3.2020



Title System: CROWN LAND

Purpose: ROAD CLOSURE AND FIRST TITLE CREATION

PLAN OF FIRST TITLE CREATION AND ROAD CLOSING UNDER THE ROADS ACT, 1993

Lengths are in metres. Reduction Ratio - NTS

Sheet      of      sheets

L.G.A.: MURRAY RIVER  
LOCALITY: DENILIQUIN  
PARISH: BRASSI  
COUNTY: TOWNSEND

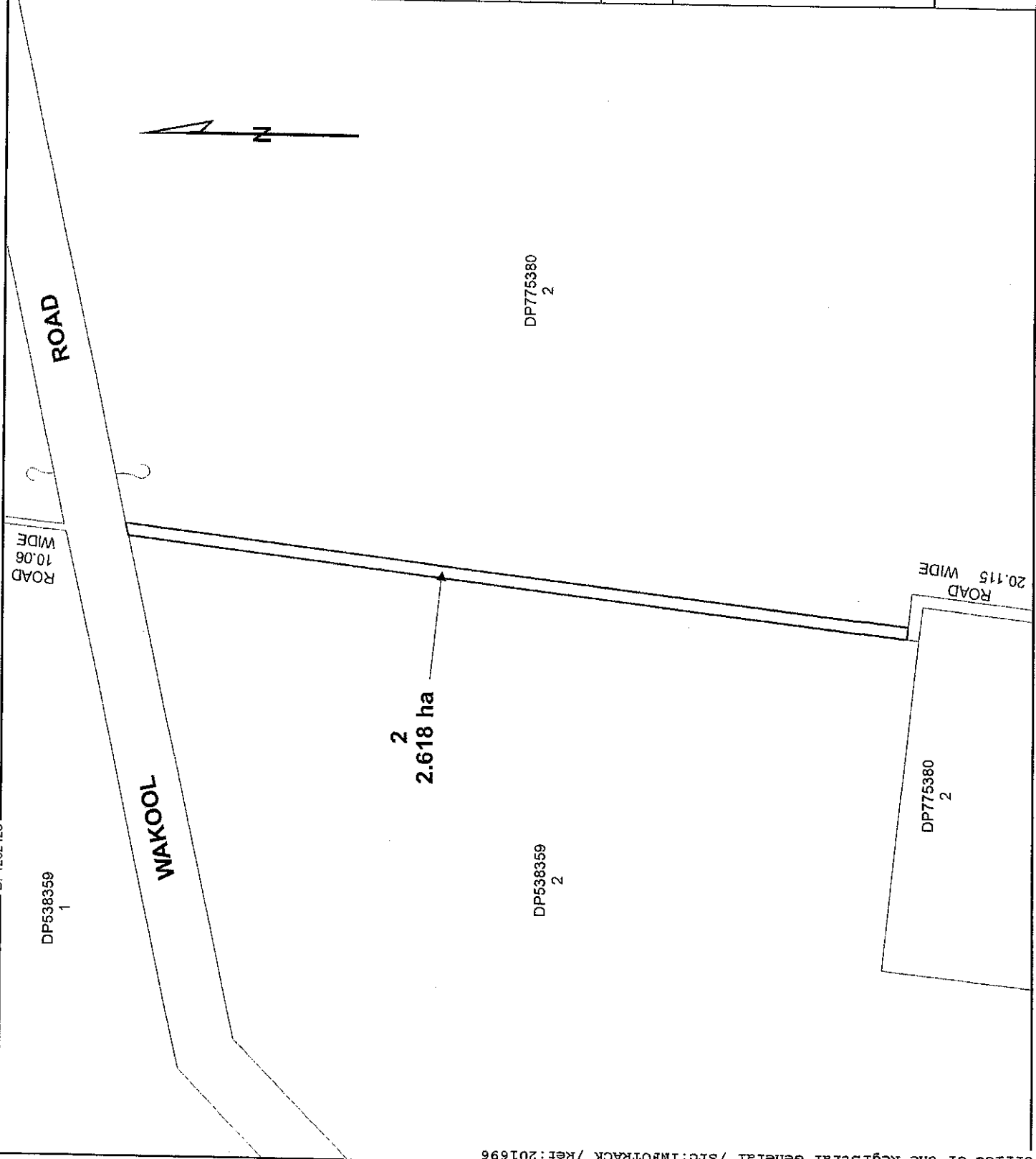
CROWN LANDS NSW APPROVAL

File Number : 19/06067

This plan is exempt from Subdivision Certificate under Section 23G (b) of the Conveyancing ACT, 1919

IT IS INTENDED TO CLOSE THE ROAD SHOWN AS LOT 2

Full dimensions and/or area(s) may not be available for all lots. Any division of the lands herein may necessitate the lodgment of a plan of survey.



**CERTIFICATES, SIGNATURES AND SEALS**

Sheet 1 of 1

**PLAN OF FIRST TITLE CREATION AND  
ROAD CLOSING UNDER THE ROADS ACT, 1993**

**DP1262425**

Registered:  16.3.2020

\* OFFICE USE ONLY

**Surveying Regulation, 2012**

I, .....  
of .....  
a surveyor registered under the *Surveying Act, 2002*, certify that the  
survey represented in this plan is accurate, has been made in  
accordance with the *Surveying Regulation, 2001* and was completed  
on: .....

The survey relates to  
.....  
.....  
(specify the land actually surveyed or specify any land shown in the  
plan that is not the subject of the survey)

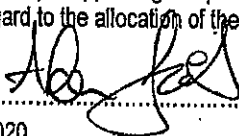
Signature ..... Dated: .....  
Surveyor registered under the *Surveying Act, 2002*

Datum Line: .....  
Type: Urban/Rural

**SIGNATURES, SEALS and STATEMENTS of intention  
to dedicate public roads or to create public reserves  
and drainage reserves.**

**Crown Lands NSW/Western Lands Office Approval**

I, Adam Janik, (Authorised Officer) in approving this plan certify that  
all necessary approvals in regard to the allocation of the land shown  
herein have been given

Signature:  .....  
Date: 13.03.2020 .....  
File Number: 19/06067 .....  
Office: Newcastle.....

**Subdivision Certificate**

I certify that the provisions of s.109J of the Environmental Planning  
and Assessment Act 1979 have been satisfied in relation to:

the proposed ..... set out herein  
(insert 'subdivision' or 'new road')

\* Authorised Person/General Manager/Accredited Certifier

Consent Authority: .....  
Date of Endorsement: .....  
Accreditation no: .....  
Subdivision Certificate no: .....  
File no: .....

\* Delete whichever is inapplicable.

Use PLAN FORM 6A for additional  
certificates, signatures and seals

**SURVEYOR'S REFERENCE:**

**SECTION 10.7(2) PLANNING CERTIFICATE**  
 Issued under the *Environmental Planning and Assessment Act 1979*

**APPLICANT:** Glowreys - The Riverina Law Firm  
 PO Box 755  
 Deniliquin NSW 2710

**CERTIFICATE NO:** 231 - 2021c  
**DATE:** 21 October 2020

**APPLICANT'S REFERENCE:** EJG:201696

**COUNCIL'S REFERENCE:** 11226062

**DESCRIPTION OF LAND:**

**Lot:** 1  
**DP:** 538359  
**Address:** Wakool Road  
 Deniliquin NSW 2710

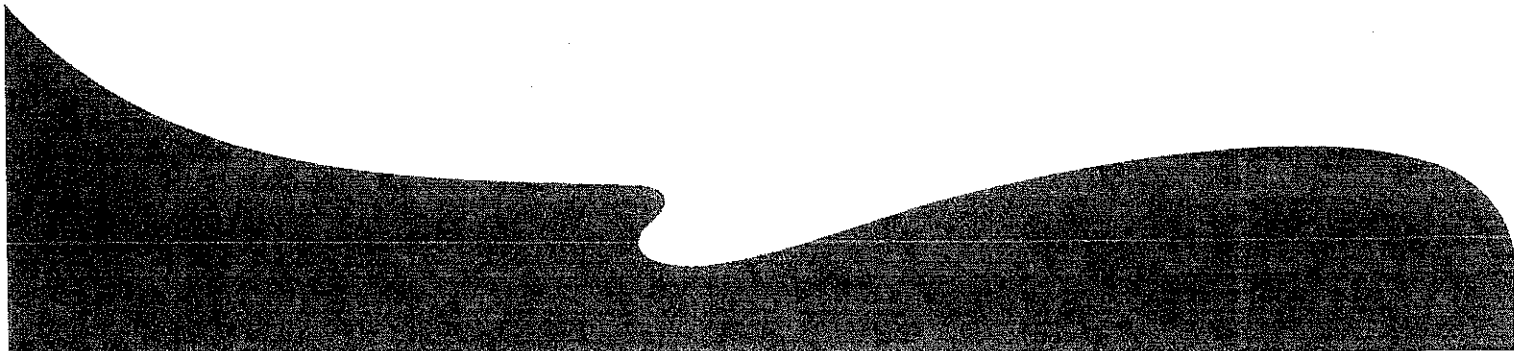
**OWNER:** Allan Geoffrey Wragge

The following information is provided in respect of the abovementioned land pursuant to Section 10.7(2) of the *Environmental Planning and Assessment Act 1979*, (the Act), as amended:

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

*The names of:*

<p>(1) each environmental planning instrument that applies to the carrying out of development on the land.</p>	<p><b>Murray Local Environmental Plan 2011</b>  <i>The Murray Local Environmental Plan 2011</i> is the principal statutory planning document prepared by Council to guide planning decisions for the Greater Murray and Moama wards of the Murray River Local Government Area. An electronic version is available at: <a href="http://www.legislation.nsw.gov.au">www.legislation.nsw.gov.au</a>.</p> <p><u>Murray Regional Environmental Plan No 2—Riverine Land</u></p> <p><b>State Environmental Planning Policies – Refer to Appendix 'B'</b></p>
<p>(2) each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Planning Secretary has notified the Council that the making of the proposed instrument has been deferred indefinitely or has not been approved).</p>	<p><b>Proposed Murray LEP 2011 - Planning Proposals</b>          (PP_2016_MRIVE_006_03, PP_2017_MRIVE_002_00).  <b>Draft SEPP (Environment)</b>  <b>Housekeeping Amendment to SEPP (Exempt and Complying Development Codes) 2008</b>  <b>Proposed Amendments to SEPP No. 55 - Remediation of Land</b></p>



(3) each development control plan that applies to the carrying out of development on the land.	<b>Murray Development Control Plan 2012: Amendment 5</b> The <i>Murray Development Control Plan 2012</i> contains detailed planning controls that set out the guidelines and considerations against which development proposals can be consistently measured and assessed for determination purposes for the Greater Murray and Moama Wards of the Murray River Local Government Area.
<b>Note:</b> In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.	

## 2. Zoning and land use under relevant LEPs

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

(a) the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2(a)"),	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,	Refer to Appendix 'A'
(c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,	All development (construction and/or use) in this zone requires approval (development consent or complying development certificate) unless it is prohibited or, if listed as Exempt Development in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 or where relevant in Clause 3.1 of Murray LEP 2011. The demolition of all dwelling houses and most buildings or structures on the land requires development consent unless it is Exempt Development.
(d) the purposes for which the instrument provides that development is prohibited within the zone,	Refer to Appendix 'A'
(e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,	Refer to Appendix 'A'
(f) whether the land includes or comprises critical habitat	Not known to.
(g) whether the land is in a conservation area (however described),	No
(h) whether an item of environmental heritage (however described) is situated on the land.	No

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

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



### 3. Complying development

Whether or not the land on which no complying development may be carried out under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 and, if no complying development may be carried out on that land under that Policy, the reason why complying development may not be carried out on that land.

#### **Part 3 Housing Code**

Not applicable.

#### **Part 3A Rural Housing Code**

Complying Development under the Codes SEPP **may not be** carried out on this land or a part of this land as the land is affected by the following restriction/s;

- land identified by an environmental planning instrument as being:
  - within an ecologically sensitive area, or
  - environmentally sensitive land.

Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

#### **Part 3B Low Rise Medium Density Housing Code**

Not applicable.

#### **Part 3C Greenfield Housing Code**

Not applicable.

#### **Part 3D Inland Code**

Complying Development under the Codes SEPP **may not be** carried out on this land or a part of this land as the land is affected by the following restriction/s;

- land identified by an environmental planning instrument as being:
  - within an ecologically sensitive area, or
  - environmentally sensitive land.

Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

#### **Part 4 Housing Alterations Code**

Complying Development under the Codes SEPP **may be** carried out on all of land.

Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

#### **Part 4A General Development Code**

Complying Development under the Codes SEPP **may be** carried out on all of land.

Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

#### **Part 5 Commercial and Industrial Alterations Code**

Complying Development under the Codes SEPP **may be** carried out on all of land.

Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

#### **Part 5A Commercial and Industrial (New Buildings and Additions) Code**

Not applicable.

#### **Part 5B Container Recycling Facilities Code**

Complying Development under the Codes SEPP **may be** carried out on all of land.

Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

	<p><b>Part 6 Subdivisions Code</b> Complying Development under the Codes SEPP <b>may be</b> carried out on all of land.</p> <p>Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p> <p><b>Part 7 Demolition Code</b> Complying Development under the Codes SEPP <b>may be</b> carried out on all of land.</p> <p>Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p> <p><b>Part 8 Fire Safety Code</b> Complying Development under the Codes SEPP <b>may be</b> carried out on all of land.</p> <p>Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p>
<p><b>Disclaimer</b> - This certificate only addresses matters raised in Clauses 1.17A (1)(c-e),(2),(3),(4), 1.18(1)(c3) &amp; 1.19 of the Codes SEPP. It is your responsibility to ensure that you comply with any other requirements of the Codes SEPP. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the Codes SEPP could be invalidated by the Land and Environment Court.</p>	

**4, 4A (Repealed)**

**4B. Annual Charges under *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works**

<p>In relation to a coastal council—whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under Section 496B of the <i>Local Government Act 1993</i> for coastal protection services that relate to existing coastal protection works (within the meaning of Section 553B of that Act).</p> <p><b>Note.</b> "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the <i>Local Government Act 1993</i>.</p>	<p>Not applicable.</p>
--	------------------------

**5. Mine subsidence**

<p>Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the <i>Coal Mine Subsidence Compensation Act 2017</i>.</p>	<p>This land is not proclaimed to be a mine subsidence district within the meaning of the <i>Coal Mine Subsidence Compensation Act 2017</i>.</p>
--	--

**6. Road widening and road realignment**

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

<p>(a) Division 2 of Part 3 of the <i>Roads Act 1993</i>, or (b) any environmental planning instrument, or (c) any resolution of the Council.</p>	<p>Not known to be affected.</p>
---	----------------------------------

**7. Council and other public authorities policies on hazard risk restrictions**

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

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

**7A. Flood related development controls information**

(1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or senior housing) is subject to flood related development controls.
(2) Whether or not development on that land or part of the land for any other purposes is subject to flood related development controls.
(3) Words and expressions in this clause have the same meanings as in the Standard Instrument.
Yes

**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.	Not known to be reserved
--	--------------------------

**9. Contributions plans**

<b>Section 7.12 (formally Section 94A) Levy Development Contributions Plan, December 2011 as amended</b> This plan details charges to be levied on development in relation to meeting the cost of provision or augmentation of public facilities.
<b>Section 64 Development Servicing Plan, July 2005 as amended</b> This plan details charges to be levied on development in relation to: <ul style="list-style-type: none"> <li>• Water</li> <li>• Sewerage</li> </ul>
<b>Section 64 and Section 7.11/Section 7.12 Plans</b> These plans contain the financial contributions required of certain development to financially assist Council in meeting the cost of providing facilities and services. Land subdivision, dual occupancy, medium density housing, commercial development and industrial development which are likely to cause an increased use of community facilities or municipal services may attract development contributions.

**9A. Biodiversity certified land**

If the land is biodiversity certified land under Part 8 of the <i>Biodiversity Conservation Act 2016</i> , a statement to that effect.	None that Council is aware of.
<b>Note.</b> Biodiversity certified land includes land certified under Part 7AA of the <i>Threatened Species Conservation Act 1995</i> that is taken to be certified under Part 8 of the <i>Biodiversity Conservation Act 2016</i> .	

**10. Biodiversity stewardship sites**

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the <i>Biodiversity Conservation Act 2016</i> , a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).	None that Council is aware of.
<b>Note.</b> Biodiversity stewardship agreements include biobanking agreements under Part 7A of the <i>Threatened Species Conservation Act 1995</i> that are taken to be biodiversity stewardship agreements under Part 5 of the <i>Biodiversity Conservation Act 2016</i> .	

**10A. Native vegetation clearing set asides**

If the land contains a set aside area under Section 60ZC of the <i>Local Land Services Act 2013</i> , a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).	None that Council is aware of.
---	--------------------------------

**11. Bush fire prone land**

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

**12. Property vegetation plans**

If the land is land to which a property vegetation plan approved under Part 4 of the <i>Native Vegetation Act 2003</i> (and that continues in force) applies, a statement to that effect (but only if the Council has been notified of the existence of the plan by the person or body that approved the plan under that Act).	None apply.
--	-------------

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

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

**14. Directions under Part 3A**

If there is a direction by the Minister in force under Section 75P(2)(c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.	None apply.
--	-------------

**15. Site compatibility certificates and conditions for seniors housing**

If the land is land to which State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 applies: (a) a statement of whether there is a current site compatibility certificate (seniors housing), 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, and (b) a statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.	None apply.
---	-------------

**16. Site compatibility certificates for infrastructure, schools or TAFE establishments**

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

**17. Site compatibility certificates and conditions for affordable rental housing**

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

**18. Paper subdivision information**

(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot. (2) The date of any subdivision order that applies to the land. (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.	None apply.
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**19. Site verification certificates**

A statement of whether there is a current site verification certificate, of which the Council is aware, in respect of the land and, if there is a certificate, the statement is to include: (a) the matter certified by the certificate, and <b>Note.</b> A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007. (b) the date on which the certificate ceases to be current (if any), and (c) that a copy may be obtained from the head office of the Department.	None apply.
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**20. Loose-fill asbestos insulation**

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

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

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

(a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act-if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued.	None apply.
(b) that the land to which the certificate relates is subject to a management order within the meaning of that Act-if it is subject to such an order at the date when the certificate is issued.	None apply.
(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act-if it is the subject of such an approved proposal at the date when the certificate is issued.	None apply.
(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act-if it is subject to such an order at the date when the certificate is issued.	None apply.
(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act-if a copy of such a statement has been provided at any time to the local authority issuing the certificate.	None apply.
<p><b>Murray River Council Contaminated Land Management Policy note</b>            Council has adopted by resolution a policy on contaminated land which may restrict the development of the land. This policy is implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Council records do not have sufficient information about previous use of this land to determine whether the land is contaminated. Consideration of Council's adopted policy and the application or provisions under relevant state legislation is warranted.</p>	

## GENERAL COMMENTS

- See Appendix A for the objectives of the zones affecting the subject land.
- Planning Instruments and the *Murray Development Control Plan 2012: Amendment 5* impose various restrictions on the use of the land which are not attributable to the zoning or reservation of the land.
- The *Murray Development Control Plan 2012: Amendment 5* complements the provisions of the *Murray Local Environmental Plan 2011* and contains the detailed planning provisions relating to development standards and guidelines which will be considered by Council when assessing a development application.
- The above information has been taken from the Council's records but Council cannot accept responsibility for any omission or inaccuracy.
- The provisions of any covenant, agreement or instrument applying to this land purporting to restrict or prohibit certain development may be inconsistent with the provisions of a *Regional Environmental Plan*, *State Environmental Planning Policy*, the *Murray Local Environmental Plan 2011* or the *Murray Development Control Plan 2012: Amendment 5*. In these circumstances any such covenant, agreement or instrument may be overwritten under Clause 1.9A of the *Murray Local Environmental Plan 2011*.

Any request for further information in connection with the above information should be marked to the attention of Council's Planning Department, or call 1300 087 004.



Des Bilkske  
**Chief Executive Officer**

**MURRAY LOCAL ENVIRONMENTAL PLAN 2011**  
**Appendix A**

**ZONE RU1 Primary Production**

**GENERAL REQUIREMENTS**

**DEVELOPMENT AND SUBDIVISION**

**LAND USE TABLE: RU1 PRIMARY PRODUCTION ZONE**

**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.

**2 Permitted without consent**

Environmental protection works; Extensive agriculture; Forestry; Home occupations; Intensive plant agriculture

**3 Permitted with consent**

Air transport facilities; Airstrips; Animal boarding or training establishments; Aquaculture; Bed and breakfast accommodation; Boat building and repair facilities; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Cellar door premises; Cemeteries; Charter and tourism boating facilities; Community facilities; Correctional centres; Depots; Dwelling houses; Eco-tourist facilities; Environmental facilities; Extractive industries; Farm buildings; Farm stay accommodation; Flood mitigation works; Freight transport facilities; Heavy industries; Helipads; Home-based child care; Home businesses; Home industries; Home occupations (sex services); Information and education facilities; Intensive livestock agriculture; Jetties; Landscaping material supplies; Mooring pens; Moorings; Open cut mining; Plant nurseries; Recreation areas; Recreation facilities (major); Recreation facilities (outdoor); Roads; Roadside stalls; Rural industries; Rural workers' dwellings; Secondary dwellings; Storage premises; Turf farming; Veterinary hospitals; Water recreation structures; Water supply systems

**4 Prohibited**

Any development not specified in item 2 or 3

## **RELEVANT SPECIAL PROVISIONS**

### **4.1 Minimum subdivision lot size**

- (1) The objectives of this clause are as follows:
  - (a) to ensure that new subdivisions reflect lot sizes that are able to provide for adequate servicing of the land and respond to any topographic, physical or environmental constraints,
  - (b) to ensure that lot sizes are of a sufficient size and shape to accommodate development,
  - (c) to prevent the fragmentation of rural lands.
- (2) This clause applies to a subdivision of any land shown on the Lot Size Map that requires development consent and that is carried out after the commencement of this Plan.
- (3) The size of any lot resulting from a subdivision of land to which this clause applies is not to be less than the minimum size shown on the Lot Size Map in relation to that land.
- (4) This clause does not apply in relation to the subdivision of any land:
  - (a) by the registration of a strata plan or strata plan of subdivision under the Strata Schemes Development Act 2015, or
  - (b) by any kind of subdivision under the Community Land Development Act 1989.

### **4.1AA Minimum subdivision lot size for community title schemes**

- (1) The objectives of this clause are as follows:
  - (a) to ensure that land to which this clause applies is not fragmented by subdivisions that would create additional dwelling entitlements.
- (2) This clause applies to a subdivision (being a subdivision that requires development consent) under the Community Land Development Act 1989 of land in any of the following zones:
  - (a) Zone RU1 Primary Production,
  - (b) Zone R2 Low Density Residential,
  - (c) Zone R5 Large Lot Residential,
  - (d) Zone E3 Environmental Management,but does not apply to a subdivision by the registration of a strata plan.
- (3) The size of any lot resulting from a subdivision of land to which this clause applies (other than any lot comprising association property within the meaning of the Community Land Development Act 1989) is not to be less than the minimum size shown on the Lot Size Map in relation to that land.
- (4) This clause applies despite clause 4.1.

### **4.1A Minimum subdivision lot size for strata plan schemes in certain rural, residential and environmental zones**

- (1) The objective of this clause is to ensure that land to which this clause applies is not fragmented by subdivisions that would create additional dwelling entitlements.
- (2) This clause applies to land in the following zones that is used, or proposed to be used, for residential accommodation or tourist and visitor accommodation:
  - (a) Zone RU1 Primary Production,
  - (b) Zone R2 Low Density Residential,
  - (c) Zone R5 Large Lot Residential,
  - (d) Zone E3 Environmental Management.
- (3) The size of any lot resulting from a subdivision of land to which this clause applies for a strata plan scheme (other than any lot comprising common property within the meaning of the Strata Schemes (Freehold Development) Act 1973 or Strata Schemes (Leasehold Development) Act 1986) is not to be less than the minimum size shown on the Lot Size Map in relation to that land.



#### **4.1B Minimum subdivision lot sizes for certain split zones**

- (1) The objectives of this clause are as follows:
  - (a) to provide for the subdivision of lots that are within more than one zone and cannot be subdivided under clause 4.1,
  - (b) to ensure that the subdivision occurs in a manner that promotes suitable land use and development.
- (2) This clause applies to each lot (an original lot) that contains:
  - (a) land in a residential, business or special uses zone, and
  - (b) land in RU1 Primary Production or Zone E3 Environmental Management.
- (3) Despite clause 4.1, development consent may be granted to subdivide an original lot to create other lots (the resulting lots) if:
  - (a) one of the resulting lots will contain:
    - (i) land in a residential, business or special uses zone that has an area that is not less than the minimum size shown on the Lot Size Map in relation to that land, and
    - (ii) all of the land in RU1 Primary Production or Zone E3 Environmental Management that was in the original lot, and
  - (b) all other resulting lots will contain land that has an area that is not less than the minimum size shown on the Lot Size Map in relation to that land.
- (4) For the purposes of this clause, land is in a residential, business or special uses zone if it is in any of the following zones:
  - (a) Zone R1 General Residential,
  - (b) Zone R2 Low Density Residential,
  - (c) Zone R5 Large Lot Residential,
  - (d) Zone B2 Local Centre,
  - (e) Zone B6 Enterprise Corridor,
  - (f) Zone SP1 Special Activities,
  - (g) Zone SP2 Infrastructure,
  - (h) Zone SP3 Tourist.

#### **4.2 Rural subdivision**

- (1) The objective of this clause is to provide flexibility in the application of standards for subdivision in rural zones to allow land owners a greater chance to achieve the objectives for development in the relevant zone.
- (2) This clause applies to the following rural zones:
  - (a) Zone RU1 Primary Production,
  - (b) Zone RU2 Rural Landscape,
  - (baa) Zone RU3 Forestry,
  - (c) Zone RU4 Primary Production Small Lots,
  - (d) Zone RU6 Transition.

**Note.** When this Plan was made, it did not include Zone RU2 Rural Landscape, Zone RU4 Primary Production Small Lots or Zone RU6 Transition.

- (3) Land in a zone to which this clause applies may, with development consent, be subdivided for the purpose of primary production 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.
- (4) However, such a lot cannot be created if an existing dwelling would, as the result of the subdivision, be situated on the lot.
- (5) A dwelling cannot be erected on such a lot.

**Note.** A dwelling includes a rural worker's dwelling (see definition of that term in the Dictionary).

#### 4.2A Erection of dwelling houses on land in certain rural and environmental protection zones

- (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 environmental protection zones.
- (2) This clause applies to land in the following zones:
  - (a) Zone RU1 Primary Production,
  - (b) Zone E3 Environmental Management.
- (3) Development consent must not be granted for the erection of a dwelling house on land in a zone to which this clause applies, and on which there is no existing dwelling house, unless the land is:
  - (a) A lot that is at least the minimum lot size specified for that land by the Lot Size Map, or
  - (b) A lot created under an environmental planning instrument before this Plan commenced and on which the erection of a dwelling house was permissible immediately before that commencement, or
  - (c) 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) An existing holding.

**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. Land in Zone RU1 Primary Production cannot be subdivided to create a lot that is less than the minimum lot size for the purpose of residential accommodation (see clause 4.2C).

- (4) Land ceases to be an existing holding for the purposes of subclause (3) (d) if an application for development consent referred to in that subclause is not made in relation to that land within 12 months after the commencement of this Plan.
- (5) Despite subclause (3), development consent may be granted for the erection of a dwelling house on land to which this clause applies if:
  - (a) 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, or
  - (b) The land would have been a lot or a holding referred to in subclause (3) 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.
- (6) In this clause:

**existing holding** means land that:

  - (a) Was a holding on 5 January 1990, 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 5 January 1990, and includes any other land adjoining that land acquired by the owner since 5 January 1990.

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

**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 5 January 1990.

#### **4.2B Rural workers' dwellings**

- (1) The objective of this clause is to ensure the provision of adequate accommodation for permanent or temporary employees of existing agricultural or rural industries.
- (2) This clause applies to land in Zone RU1 Primary Production.
- (3) Development consent must not be granted to development for the purposes of a rural worker's dwelling on land to which this clause applies, unless:
  - (a) the dwelling is or is proposed to be located on the same lot as an existing lawfully erected dwelling house, and
  - (b) the consent authority is satisfied that:
    - (i) the development will not impair the use of the land for agricultural or rural industries, and
    - (ii) the agricultural or rural industry being carried out on the land has a demonstrated capacity to support the ongoing employment of rural workers, and
    - (iii) the development is necessary considering the nature of the agricultural or rural industry land use lawfully occurring on the land or as a result of the remote or isolated location of the land.

#### **4.2C Exceptions to minimum lot sizes for certain rural subdivisions**

- (1) The objective of this clause is to enable the subdivision of land in rural areas to create lots of an appropriate size to meet the needs of current permissible uses other than residential accommodation.
- (2) This clause applies to land in Zone RU1 Primary Production.
- (3) Land to which this clause applies may, with development consent, be subdivided 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, if the consent authority is satisfied that the use of the land after the subdivision will be the same use (other than residential accommodation) permitted under the existing development consent for the land.
- (4) Development consent must not be granted for the subdivision of land to which this clause applies unless the consent authority is satisfied that:
  - (a) the subdivision will not adversely affect the use of the surrounding land for agriculture, and
  - (b) the subdivision is necessary for the ongoing operation of the permissible use, and
  - (c) the subdivision will not increase rural land use conflict in the locality, and
  - (d) the subdivision is appropriate having regard to the natural and physical constraints affecting the land.

#### **4.2D Boundary adjustments in Zones RU1 and E3**

- (1) The objective of this clause is to facilitate boundary adjustments between lots where one or more of the lots created do not meet the minimum lot size shown on the Lot Size Map in relation to the land but the objectives of the relevant zone can be achieved.
- (2) This clause applies to land in the following zones:
  - (a) Zone RU1 Primary Production,
  - (b) Zone E3 Environmental Management.
- (3) Despite clause 4.1, development consent may be granted to subdivide land to which this clause applies by way of a boundary adjustment between adjoining lots where one or more of the lots created by the subdivision do not meet the minimum lot size shown on the Lot Size Map in relation to that land, if the consent authority is satisfied that:
  - (a) the subdivision will not create additional lots, and
  - (b) the number of dwelling houses or opportunities for dwelling houses on each lot after the subdivision will remain the same as before the subdivision, and
  - (c) the potential for land use conflict will not be increased as a result of the subdivision, and
  - (d) if the land is in Zone RU1 Primary Production—the subdivision will not have a significant adverse effect on the agricultural viability of the land, and
  - (e) if the land is in Zone E3 Environmental Management—the subdivision will result in the continued protection and long-term maintenance of the land, and

- (f) the subdivision will not result in any increased bush fire risk to existing buildings.
- (4) In determining a development application for the subdivision of land under this clause, the consent authority must consider the following:
  - (a) the existing uses and approved uses of other land in the vicinity of the subdivision,
  - (b) whether the subdivision is likely to have a significant impact on land uses that are likely to be preferred and the predominant land uses in the vicinity of the development,
  - (c) whether the subdivision is likely to be incompatible with a land use on any adjoining land,
  - (d) whether the subdivision is appropriate having regard to the natural and physical constraints affecting the land,
  - (e) whether the subdivision is likely to have a significant adverse impact on the environmental values of the land.
- (5) This clause does not apply:
  - (a) in relation to the subdivision of lots in a strata plan or community title scheme, or
  - (b) if the subdivision would create a lot that could itself be subdivided in accordance with clause 4.1.

## Appendix B

### State Environmental Planning Policies

- 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 (Affordable Rental Housing) 2009
- State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
- State Environmental Planning Policy (Concurrences and Consents) 2018
- State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
- State Environmental Planning Policy (Exempt and 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 (Primary Production and Rural Development) 2019
- State Environmental Planning Policy (State and Regional Development) 2011
- State Environmental Planning Policy (State Significant Precincts) 2005
- State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
- Deemed State Environmental Planning Policy – Murray Regional Environmental Plan No 2—Riverine Land



Murray River Council  
PO Box 21  
Mathoura NSW 2710  
p 1300 087 004  
f 03 5884 3417  
e admin@murrayriver.nsw.gov.au  
w www.murrayriver.nsw.gov.au

Assessment no: 11226062  
Certificate application no: 231 – 2021c  
Applicant ref: EJJ:201696

21 October 2020

Glowreys – The Riverina Law Firm  
PO Box 755  
Deniliquin NSW 2731

Dear Sir/Madam

**Re: Request for Certificates – Sewerage Diagram**  
**Property: Lot 1 DP 538359 Wakool Road Deniliquin NSW 2710**  
**Owner: Allan Geoffrey Wragge**

Please be advised that the abovementioned property does not have a diagram available for Council's sewer system as it is RU1 Primary Production Land.

Should you require further information, please contact our Engineering department on 1300 087 004.

Yours sincerely

David Wilkinson  
Director Planning & Environment

**SECTION 10.7(2) PLANNING CERTIFICATE**  
Issued under the *Environmental Planning and Assessment Act 1979*

**APPLICANT:** Glowreys - The Riverina Law Firm  
PO Box 755  
Deniliquin NSW 2710

**CERTIFICATE NO:** 233 - 2021c  
**DATE:** 21 October 2020

**APPLICANT'S REFERENCE:** EIG:201696

**COUNCIL'S REFERENCE:** 11226088

**DESCRIPTION OF LAND:**

**Lot:** 3  
**DP:** 538359  
**Address:** Yaloke Road  
Deniliquin NSW 2710

**OWNER:** Allan Geoffrey Wragge

The following information is provided in respect of the abovementioned land pursuant to Section 10.7(2) of the *Environmental Planning and Assessment Act 1979*, (the Act), as amended:

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

*The names of:*

<p>(1) each environmental planning instrument that applies to the carrying out of development on the land.</p>	<p><b>Murray Local Environmental Plan 2011</b> The <i>Murray Local Environmental Plan 2011</i> is the principal statutory planning document prepared by Council to guide planning decisions for the Greater Murray and Moama wards of the Murray River Local Government Area. An electronic version is available at: <a href="http://www.legislation.nsw.gov.au">www.legislation.nsw.gov.au</a>.</p> <p><u>Murray Regional Environmental Plan No 2—Riverine Land</u></p>
<p>(2) each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Planning Secretary has notified the Council that the making of the proposed instrument has been deferred indefinitely or has not been approved).</p>	<p><b>State Environmental Planning Policies – Refer to Appendix 'B'</b> <b>Proposed Murray LEP 2011 - Planning Proposals</b> (PP_2016_MRIVE_006_03, PP_2017_MRIVE_002_00). <b>Draft SEPP (Environment)</b> <b>Housekeeping Amendment to SEPP (Exempt and Complying Development Codes) 2008</b> <b>Proposed Amendments to SEPP No. 55 - Remediation of Land</b></p>

(3) each development control plan that applies to the carrying out of development on the land.	<b>Murray Development Control Plan 2012: Amendment 5</b> The <i>Murray Development Control Plan 2012</i> contains detailed planning controls that set out the guidelines and considerations against which development proposals can be consistently measured and assessed for determination purposes for the Greater Murray and Moama Wards of the Murray River Local Government Area.
<b>Note:</b> In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.	

**2. Zoning and land use under relevant LEPs**

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

(a) the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2(a)"),	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,	Refer to Appendix 'A'
(c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,	All development (construction and/or use) in this zone requires approval (development consent or complying development certificate) unless it is prohibited or, if listed as Exempt Development in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 or where relevant in Clause 3.1 of Murray LEP 2011. The demolition of all dwelling houses and most buildings or structures on the land requires development consent unless it is Exempt Development.
(d) the purposes for which the instrument provides that development is prohibited within the zone,	Refer to Appendix 'A'
(e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,	Refer to Appendix 'A'
(f) whether the land includes or comprises critical habitat	Not known to.
(g) whether the land is in a conservation area (however described),	No
(h) whether an item of environmental heritage (however described) is situated on the land.	No

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

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

Whether or not the land on which no complying development may be carried out under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 and, if no complying development may be carried out on that land under that Policy, the reason why complying development may not be carried out on that land.

#### **Part 3 Housing Code**

Not applicable.

#### **Part 3A Rural Housing Code**

Complying Development under the Codes SEPP **may not be** carried out on this land or a part of this land as the land is affected by the following restriction/s;

- land identified by an environmental planning instrument as being:
  - within an ecologically sensitive area, or
  - environmentally sensitive land.

Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

#### **Part 3B Low Rise Medium Density Housing Code**

Not applicable.

#### **Part 3C Greenfield Housing Code**

Not applicable.

#### **Part 3D Inland Code**

Complying Development under the Codes SEPP **may not be** carried out on this land or a part of this land as the land is affected by the following restriction/s;

- land identified by an environmental planning instrument as being:
  - within an ecologically sensitive area, or
  - environmentally sensitive land.

Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

#### **Part 4 Housing Alterations Code**

Complying Development under the Codes SEPP **may be** carried out on all of land.

Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

#### **Part 4A General Development Code**

Complying Development under the Codes SEPP **may be** carried out on all of land.

Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

#### **Part 5 Commercial and Industrial Alterations Code**

Complying Development under the Codes SEPP **may be** carried out on all of land.

Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

#### **Part 5A Commercial and Industrial (New Buildings and Additions) Code**

Not applicable.

#### **Part 5B Container Recycling Facilities Code**

Complying Development under the Codes SEPP **may be** carried out on all of land.

Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

	<p><b>Part 6 Subdivisions Code</b> Complying Development under the Codes SEPP <b>may be</b> carried out on all of land.</p> <p>Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p> <p><b>Part 7 Demolition Code</b> Complying Development under the Codes SEPP <b>may be</b> carried out on all of land.</p> <p>Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p> <p><b>Part 8 Fire Safety Code</b> Complying Development under the Codes SEPP <b>may be</b> carried out on all of land.</p> <p>Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p>
<p><b>Disclaimer</b> - This certificate only addresses matters raised in Clauses 1.17A (1)(c-e),(2),(3),(4), 1.18(1)(c3) &amp; 1.19 of the Codes SEPP. It is your responsibility to ensure that you comply with any other requirements of the Codes SEPP. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the Codes SEPP could be invalidated by the Land and Environment Court.</p>	

**4, 4A (Repealed)**

**4B. Annual Charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works**

<p>In relation to a coastal council—whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under Section 496B of the <u>Local Government Act 1993</u> for coastal protection services that relate to existing coastal protection works (within the meaning of Section 553B of that Act).</p> <p><b>Note.</b> "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the <u>Local Government Act 1993</u>.</p>	<p>Not applicable.</p>
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**5. Mine subsidence**

<p>Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the <u>Coal Mine Subsidence Compensation Act 2017</u>.</p>	<p>This land is not proclaimed to be a mine subsidence district within the meaning of the <u>Coal Mine Subsidence Compensation Act 2017</u>.</p>
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**6. Road widening and road realignment**

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

<p>(a) Division 2 of Part 3 of the <u>Roads Act 1993</u>, or  (b) any environmental planning instrument, or  (c) any resolution of the Council.</p>	<p>Not known to be affected.</p>
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**7. Council and other public authorities policies on hazard risk restrictions**

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

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

**7A. Flood related development controls information**

(1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or senior housing) is subject to flood related development controls.	
(2) Whether or not development on that land or part of the land for any other purposes is subject to flood related development controls.	
(3) Words and expressions in this clause have the same meanings as in the Standard Instrument.	
No	

**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.	Not known to be reserved
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**9. Contributions plans**

<b>Section 7.12 (formally Section 94A) Levy Development Contributions Plan, December 2011 as amended</b> This plan details charges to be levied on development in relation to meeting the cost of provision or augmentation of public facilities.
<b>Section 64 Development Servicing Plan, July 2005 as amended</b> This plan details charges to be levied on development in relation to: <ul style="list-style-type: none"> <li>• Water</li> <li>• Sewerage</li> </ul>
<b>Section 64 and Section 7.11/Section 7.12 Plans</b> These plans contain the financial contributions required of certain development to financially assist Council in meeting the cost of providing facilities and services. Land subdivision, dual occupancy, medium density housing, commercial development and industrial development which are likely to cause an increased use of community facilities or municipal services may attract development contributions.

**9A. Biodiversity certified land**

If the land is biodiversity certified land under Part 8 of the <i>Biodiversity Conservation Act 2016</i> , a statement to that effect.	None that Council is aware of.
<b>Note.</b> Biodiversity certified land includes land certified under Part 7AA of the <i>Threatened Species Conservation Act 1995</i> that is taken to be certified under Part 8 of the <i>Biodiversity Conservation Act 2016</i> .	

**10. Biodiversity stewardship sites**

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the <i>Biodiversity Conservation Act 2016</i> , a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).	None that Council is aware of.
<b>Note.</b> Biodiversity stewardship agreements include biobanking agreements under Part 7A of the <i>Threatened Species Conservation Act 1995</i> that are taken to be biodiversity stewardship agreements under Part 5 of the <i>Biodiversity Conservation Act 2016</i> .	

**10A. Native vegetation clearing set asides**

If the land contains a set aside area under Section 60ZC of the <i>Local Land Services Act 2013</i> , a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).	None that Council is aware of.
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**11. Bush fire prone land**

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

**12. Property vegetation plans**

If the land is land to which a property vegetation plan approved under Part 4 of the <i>Native Vegetation Act 2003</i> (and that continues in force) applies, a statement to that effect (but only if the Council has been notified of the existence of the plan by the person or body that approved the plan under that Act).	None apply.
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**13. Orders under Trees (Disputes Between Neighbours) Act 2006**

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

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

If the land is land to which State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 applies: (a) a statement of whether there is a current site compatibility certificate (seniors housing), 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, and (b) a statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.	None apply.
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**16. Site compatibility certificates for infrastructure, schools or TAFE establishments**

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

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

(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot. (2) The date of any subdivision order that applies to the land. (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.	None apply.
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**19. Site verification certificates**

A statement of whether there is a current site verification certificate, of which the Council is aware, in respect of the land and, if there is a certificate, the statement is to include: (a) the matter certified by the certificate, and <b>Note.</b> A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007. (b) the date on which the certificate ceases to be current (if any), and (c) that a copy may be obtained from the head office of the Department.	None apply.
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**20. Loose-fill asbestos insulation**

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

<p>(1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.</p> <p>(2) A statement of:</p> <p>(a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and</p> <p>(b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.</p> <p>(3) In this clause:  <b>affected building notice</b> has the same meaning as in Part 4 of the <i>Building Products (Safety) Act 2017</i>.  <b>building product rectification order</b> has the same meaning as in the <i>Building Products (Safety) Act 2017</i>.</p>	<p>None that Council is aware of.</p> <p>None that Council is aware of.</p>
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**Note:** The following matters are prescribed by Section 59 (2) of the *Contaminated Land Management Act 1997* as additional matters to be specified in a planning certificate.

<p>(a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act-if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued.</p>	<p>None apply.</p>
<p>(b) that the land to which the certificate relates is subject to a management order within the meaning of that Act-if it is subject to such an order at the date when the certificate is issued.</p>	<p>None apply.</p>
<p>(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act-if it is the subject of such an approved proposal at the date when the certificate is issued.</p>	<p>None apply.</p>
<p>(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act-if it is subject to such an order at the date when the certificate is issued.</p>	<p>None apply.</p>
<p>(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act-if a copy of such a statement has been provided at any time to the local authority issuing the certificate.</p>	<p>None apply.</p>
<p><b>Murray River Council Contaminated Land Management Policy note</b>  Council has adopted by resolution a policy on contaminated land which may restrict the development of the land. This policy is implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Council records do not have sufficient information about previous use of this land to determine whether the land is contaminated. Consideration of Council's adopted policy and the application or provisions under relevant state legislation is warranted.</p>	

## GENERAL COMMENTS

- See Appendix A for the objectives of the zones affecting the subject land.
- Planning Instruments and the *Murray Development Control Plan 2012: Amendment 5* impose various restrictions on the use of the land which are not attributable to the zoning or reservation of the land.
- The *Murray Development Control Plan 2012: Amendment 5* complements the provisions of the *Murray Local Environmental Plan 2011* and contains the detailed planning provisions relating to development standards and guidelines which will be considered by Council when assessing a development application.
- The above information has been taken from the Council's records but Council cannot accept responsibility for any omission or inaccuracy.
- The provisions of any covenant, agreement or instrument applying to this land purporting to restrict or prohibit certain development may be inconsistent with the provisions of a *Regional Environmental Plan*, *State Environmental Planning Policy*, the *Murray Local Environmental Plan 2011* or the *Murray Development Control Plan 2012: Amendment 5*. In these circumstances any such covenant, agreement or instrument may be overwritten under Clause 1.9A of the *Murray Local Environmental Plan 2011*.

Any request for further information in connection with the above information should be marked to the attention of Council's Planning Department, or call 1300 087 004.



Des Bilske  
Chief Executive Officer

**MURRAY LOCAL ENVIRONMENTAL PLAN 2011**  
**Appendix A**

**ZONE RU1 Primary Production**

**GENERAL REQUIREMENTS**

**DEVELOPMENT AND SUBDIVISION**

**LAND USE TABLE: RU1 PRIMARY PRODUCTION ZONE**

**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.

**2 Permitted without consent**

Environmental protection works; Extensive agriculture; Forestry; Home occupations; Intensive plant agriculture

**3 Permitted with consent**

Air transport facilities; Airstrips; Animal boarding or training establishments; Aquaculture; Bed and breakfast accommodation; Boat building and repair facilities; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Cellar door premises; Cemeteries; Charter and tourism boating facilities; Community facilities; Correctional centres; Depots; Dwelling houses; Eco-tourist facilities; Environmental facilities; Extractive industries; Farm buildings; Farm stay accommodation; Flood mitigation works; Freight transport facilities; Heavy industries; Helipads; Home-based child care; Home businesses; Home industries; Home occupations (sex services); Information and education facilities; Intensive livestock agriculture; Jetties; Landscaping material supplies; Mooring pens; Moorings; Open cut mining; Plant nurseries; Recreation areas; Recreation facilities (major); Recreation facilities (outdoor); Roads; Roadside stalls; Rural industries; Rural workers' dwellings; Secondary dwellings; Storage premises; Turf farming; Veterinary hospitals; Water recreation structures; Water supply systems

**4 Prohibited**

Any development not specified in item 2 or 3

## RELEVANT SPECIAL PROVISIONS

### 4.1 Minimum subdivision lot size

- (1) The objectives of this clause are as follows:
  - (a) to ensure that new subdivisions reflect lot sizes that are able to provide for adequate servicing of the land and respond to any topographic, physical or environmental constraints,
  - (b) to ensure that lot sizes are of a sufficient size and shape to accommodate development,
  - (c) to prevent the fragmentation of rural lands.
- (2) This clause applies to a subdivision of any land shown on the Lot Size Map that requires development consent and that is carried out after the commencement of this Plan.
- (3) The size of any lot resulting from a subdivision of land to which this clause applies is not to be less than the minimum size shown on the Lot Size Map in relation to that land.
- (4) This clause does not apply in relation to the subdivision of any land:
  - (a) by the registration of a strata plan or strata plan of subdivision under the Strata Schemes Development Act 2015, or
  - (b) by any kind of subdivision under the Community Land Development Act 1989.

### 4.1AA Minimum subdivision lot size for community title schemes

- (1) The objectives of this clause are as follows:
  - (a) to ensure that land to which this clause applies is not fragmented by subdivisions that would create additional dwelling entitlements.
- (2) This clause applies to a subdivision (being a subdivision that requires development consent) under the Community Land Development Act 1989 of land in any of the following zones:
  - (a) Zone RU1 Primary Production,
  - (b) Zone R2 Low Density Residential,
  - (c) Zone R5 Large Lot Residential,
  - (d) Zone E3 Environmental Management,but does not apply to a subdivision by the registration of a strata plan.
- (3) The size of any lot resulting from a subdivision of land to which this clause applies (other than any lot comprising association property within the meaning of the Community Land Development Act 1989) is not to be less than the minimum size shown on the Lot Size Map in relation to that land.
- (4) This clause applies despite clause 4.1.

### 4.1A Minimum subdivision lot size for strata plan schemes in certain rural, residential and environmental zones

- (1) The objective of this clause is to ensure that land to which this clause applies is not fragmented by subdivisions that would create additional dwelling entitlements.
- (2) This clause applies to land in the following zones that is used, or proposed to be used, for residential accommodation or tourist and visitor accommodation:
  - (a) Zone RU1 Primary Production,
  - (b) Zone R2 Low Density Residential,
  - (c) Zone R5 Large Lot Residential,
  - (d) Zone E3 Environmental Management.
- (3) The size of any lot resulting from a subdivision of land to which this clause applies for a strata plan scheme (other than any lot comprising common property within the meaning of the Strata Schemes (Freehold Development) Act 1973 or Strata Schemes (Leasehold Development) Act 1986) is not to be less than the minimum size shown on the Lot Size Map in relation to that land.



#### **4.1B Minimum subdivision lot sizes for certain split zones**

- (1) The objectives of this clause are as follows:
  - (a) to provide for the subdivision of lots that are within more than one zone and cannot be subdivided under clause 4.1,
  - (b) to ensure that the subdivision occurs in a manner that promotes suitable land use and development.
- (2) This clause applies to each lot (an original lot) that contains:
  - (a) land in a residential, business or special uses zone, and
  - (b) land in RU1 Primary Production or Zone E3 Environmental Management.
- (3) Despite clause 4.1, development consent may be granted to subdivide an original lot to create other lots (the resulting lots) if:
  - (a) one of the resulting lots will contain:
    - (i) land in a residential, business or special uses zone that has an area that is not less than the minimum size shown on the Lot Size Map in relation to that land, and
    - (ii) all of the land in RU1 Primary Production or Zone E3 Environmental Management that was in the original lot, and
  - (b) all other resulting lots will contain land that has an area that is not less than the minimum size shown on the Lot Size Map in relation to that land.
- (4) For the purposes of this clause, land is in a residential, business or special uses zone if it is in any of the following zones:
  - (a) Zone R1 General Residential,
  - (b) Zone R2 Low Density Residential,
  - (c) Zone R5 Large Lot Residential,
  - (d) Zone B2 Local Centre,
  - (e) Zone B6 Enterprise Corridor,
  - (f) Zone SP1 Special Activities,
  - (g) Zone SP2 Infrastructure,
  - (h) Zone SP3 Tourist.

#### **4.2 Rural subdivision**

- (1) The objective of this clause is to provide flexibility in the application of standards for subdivision in rural zones to allow land owners a greater chance to achieve the objectives for development in the relevant zone.
- (2) This clause applies to the following rural zones:
  - (a) Zone RU1 Primary Production,
  - (b) Zone RU2 Rural Landscape,
  - (baa) Zone RU3 Forestry,
  - (c) Zone RU4 Primary Production Small Lots,
  - (d) Zone RU6 Transition.

**Note.** When this Plan was made, it did not include Zone RU2 Rural Landscape, Zone RU4 Primary Production Small Lots or Zone RU6 Transition.

- (3) Land in a zone to which this clause applies may, with development consent, be subdivided for the purpose of primary production 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.
- (4) However, such a lot cannot be created if an existing dwelling would, as the result of the subdivision, be situated on the lot.
- (5) A dwelling cannot be erected on such a lot.

**Note.** A dwelling includes a rural worker's dwelling (see definition of that term in the Dictionary).

#### 4.2A Erection of dwelling houses on land in certain rural and environmental protection zones

- (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 environmental protection zones.
- (2) This clause applies to land in the following zones:
  - (a) Zone RU1 Primary Production,
  - (b) Zone E3 Environmental Management.
- (3) Development consent must not be granted for the erection of a dwelling house on land in a zone to which this clause applies, and on which there is no existing dwelling house, unless the land is:
  - (a) A lot that is at least the minimum lot size specified for that land by the Lot Size Map, or
  - (b) A lot created under an environmental planning instrument before this Plan commenced and on which the erection of a dwelling house was permissible immediately before that commencement, or
  - (c) 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) An existing holding.

**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. Land in Zone RU1 Primary Production cannot be subdivided to create a lot that is less than the minimum lot size for the purpose of residential accommodation (see clause 4.2C).

- (4) Land ceases to be an existing holding for the purposes of subclause (3) (d) if an application for development consent referred to in that subclause is not made in relation to that land within 12 months after the commencement of this Plan.
- (5) Despite subclause (3), development consent may be granted for the erection of a dwelling house on land to which this clause applies if:
  - (a) 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, or
  - (b) The land would have been a lot or a holding referred to in subclause (3) 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.
- (6) In this clause:

**existing holding** means land that:

  - (a) Was a holding on 5 January 1990, 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 5 January 1990, and includes any other land adjoining that land acquired by the owner since 5 January 1990.

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

**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 5 January 1990.

#### **4.2B Rural workers' dwellings**

- (1) The objective of this clause is to ensure the provision of adequate accommodation for permanent or temporary employees of existing agricultural or rural industries.
- (2) This clause applies to land in Zone RU1 Primary Production.
- (3) Development consent must not be granted to development for the purposes of a rural worker's dwelling on land to which this clause applies, unless:
  - (a) the dwelling is or is proposed to be located on the same lot as an existing lawfully erected dwelling house, and
  - (b) the consent authority is satisfied that:
    - (i) the development will not impair the use of the land for agricultural or rural industries, and
    - (ii) the agricultural or rural industry being carried out on the land has a demonstrated capacity to support the ongoing employment of rural workers, and
    - (iii) the development is necessary considering the nature of the agricultural or rural industry land use lawfully occurring on the land or as a result of the remote or isolated location of the land.

#### **4.2C Exceptions to minimum lot sizes for certain rural subdivisions**

- (1) The objective of this clause is to enable the subdivision of land in rural areas to create lots of an appropriate size to meet the needs of current permissible uses other than residential accommodation.
- (2) This clause applies to land in Zone RU1 Primary Production.
- (3) Land to which this clause applies may, with development consent, be subdivided 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, if the consent authority is satisfied that the use of the land after the subdivision will be the same use (other than residential accommodation) permitted under the existing development consent for the land.
- (4) Development consent must not be granted for the subdivision of land to which this clause applies unless the consent authority is satisfied that:
  - (a) the subdivision will not adversely affect the use of the surrounding land for agriculture, and
  - (b) the subdivision is necessary for the ongoing operation of the permissible use, and
  - (c) the subdivision will not increase rural land use conflict in the locality, and
  - (d) the subdivision is appropriate having regard to the natural and physical constraints affecting the land.

#### **4.2D Boundary adjustments in Zones RU1 and E3**

- (1) The objective of this clause is to facilitate boundary adjustments between lots where one or more of the lots created do not meet the minimum lot size shown on the Lot Size Map in relation to the land but the objectives of the relevant zone can be achieved.
- (2) This clause applies to land in the following zones:
  - (a) Zone RU1 Primary Production,
  - (b) Zone E3 Environmental Management.
- (3) Despite clause 4.1, development consent may be granted to subdivide land to which this clause applies by way of a boundary adjustment between adjoining lots where one or more of the lots created by the subdivision do not meet the minimum lot size shown on the Lot Size Map in relation to that land, if the consent authority is satisfied that:
  - (a) the subdivision will not create additional lots, and
  - (b) the number of dwelling houses or opportunities for dwelling houses on each lot after the subdivision will remain the same as before the subdivision, and
  - (c) the potential for land use conflict will not be increased as a result of the subdivision, and
  - (d) if the land is in Zone RU1 Primary Production—the subdivision will not have a significant adverse effect on the agricultural viability of the land, and
  - (e) if the land is in Zone E3 Environmental Management—the subdivision will result in the continued protection and long-term maintenance of the land, and

- (f) the subdivision will not result in any increased bush fire risk to existing buildings.
- (4) In determining a development application for the subdivision of land under this clause, the consent authority must consider the following:
  - (a) the existing uses and approved uses of other land in the vicinity of the subdivision,
  - (b) whether the subdivision is likely to have a significant impact on land uses that are likely to be preferred and the predominant land uses in the vicinity of the development,
  - (c) whether the subdivision is likely to be incompatible with a land use on any adjoining land,
  - (d) whether the subdivision is appropriate having regard to the natural and physical constraints affecting the land,
  - (e) whether the subdivision is likely to have a significant adverse impact on the environmental values of the land.
- (5) This clause does not apply:
  - (a) in relation to the subdivision of lots in a strata plan or community title scheme, or
  - (b) if the subdivision would create a lot that could itself be subdivided in accordance with clause 4.1.

## Appendix B

### State Environmental Planning Policies

- 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 (Affordable Rental Housing) 2009
- State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
- State Environmental Planning Policy (Concurrences and Consents) 2018
- State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
- State Environmental Planning Policy (Exempt and 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 (Primary Production and Rural Development) 2019
- State Environmental Planning Policy (State and Regional Development) 2011
- State Environmental Planning Policy (State Significant Precincts) 2005
- State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
- Deemed State Environmental Planning Policy – Murray Regional Environmental Plan No 2—Riverine Land



Murray River Council  
PO Box 21  
Mathoura NSW 2710  
p 1300 087 004  
f 03 5884 3417  
e admin@murrayriver.nsw.gov.au  
w www.murrayriver.nsw.gov.au

Assessment no: 11226088  
Certificate application no: 233 – 2021c  
Applicant ref: EJG:201696

21 October 2020

Glowreys – The Riverina Law Firm  
PO Box 755  
Deniliquin NSW 2731

Dear Sir/Madam

**Re: Request for Certificates – Sewerage Diagram**  
**Property: Lot 3 DP 538359 Yaloke Road Deniliquin NSW 2710**  
**Owner: Allan Geoffrey Wragge**

Please be advised that the abovementioned property does not have a diagram available for Council's sewer system as it is RU1 Primary Production Land.

Should you require further information, please contact our Engineering department on 1300 087 004.

Yours sincerely

David Wilkinson  
Director Planning & Environment

**SECTION 10.7(2) PLANNING CERTIFICATE**  
Issued under the *Environmental Planning and Assessment Act 1979*

**APPLICANT:** Glowreys - The Riverina Law Firm  
PO Box 755  
Deniliquin NSW 2710

**CERTIFICATE NO:** 232 - 2021c  
**DATE:** 21 October 2020

**APPLICANT'S REFERENCE:** EJG:201696

**COUNCIL'S REFERENCE:** 11226070

**DESCRIPTION OF LAND:**

**Lot:** 2  
**DP:** 538359  
**Lot:** 2  
**DP:** 1262425  
**Address:** 2395 Wakool Road  
Deniliquin NSW 2710

**OWNER:** Allan Geoffrey Wragge

The following information is provided in respect of the abovementioned land pursuant to Section 10.7(2) of the *Environmental Planning and Assessment Act 1979*, (the Act), as amended:

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

*The names of:*

(1) each environmental planning instrument that applies to the carrying out of development on the land.	<p><b>Murray Local Environmental Plan 2011</b> The <i>Murray Local Environmental Plan 2011</i> is the principal statutory planning document prepared by Council to guide planning decisions for the Greater Murray and Moama wards of the Murray River Local Government Area. An electronic version is available at: <a href="http://www.legislation.nsw.gov.au">www.legislation.nsw.gov.au</a>.</p> <p><u>Murray Regional Environmental Plan No 2—Riverine Land</u> <b>State Environmental Planning Policies – Refer to Appendix 'B'</b></p>
(2) each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Planning Secretary has notified the Council that the making of the proposed instrument has been deferred indefinitely or has not been approved).	<p><b>Proposed Murray LEP 2011 - Planning Proposals</b> (PP_2016_MRIVE_006_03, PP_2017_MRIVE_002_00). <b>Draft SEPP (Environment)</b> <b>Housekeeping Amendment to SEPP (Exempt and Complying Development Codes) 2008</b> <b>Proposed Amendments to SEPP No. 55 - Remediation of Land</b></p>



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Mathoura NSW 2710  
p 1300 087 004  
f 03 5884 3417  
e admin@murrayriver.nsw.gov.au  
w www.murrayriver.nsw.gov.au

Assessment no: 11226070  
Certificate application no: 232 – 2021c  
Applicant ref: EJG:201696

21 October 2020

Glowreys – The Riverina Law Firm  
PO Box 755  
Deniliquin NSW 2731

Dear Sir/Madam

**Re: Request for Certificates – Sewerage Diagram**  
**Property: Lot 2 DP 1262425 & Lot 2 DP 538359 2395 Wakool Road Deniliquin NSW 2710**  
**Owner: Allan Geoffrey Wragge**

Please be advised that the abovementioned property does not have a diagram available for Council's sewer system as it is RU1 Primary Production Land.

Should you require further information, please contact our Engineering department on 1300 087 004.

Yours sincerely

David Wilkinson  
Director Planning & Environment



**SECTION 10.7(2) PLANNING CERTIFICATE**  
Issued under the *Environmental Planning and Assessment Act 1979*

**APPLICANT:** Glowreys - The Riverina Law Firm  
PO Box 755  
Deniliquin NSW 2710

**CERTIFICATE NO:** 2345 - 2021c  
**DATE:** 21 October 2020

**APPLICANT'S REFERENCE:** EJG:201696

**COUNCIL'S REFERENCE:** 11246135

**DESCRIPTION OF LAND:**

**Lot:** 172  
**DP:** 1116649  
**Address:** Yaloke Road  
Deniliquin NSW 2710

**OWNER:** Allan Geoffrey Wragge

The following information is provided in respect of the abovementioned land pursuant to Section 10.7(2) of the *Environmental Planning and Assessment Act 1979*, (the Act), as amended:

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

*The names of:*

(1) each environmental planning instrument that applies to the carrying out of development on the land.	<p><b>Murray Local Environmental Plan 2011</b> The <i>Murray Local Environmental Plan 2011</i> is the principal statutory planning document prepared by Council to guide planning decisions for the Greater Murray and Moama wards of the Murray River Local Government Area. An electronic version is available at: <a href="http://www.legislation.nsw.gov.au">www.legislation.nsw.gov.au</a>.</p> <p><b>Murray Regional Environmental Plan No 2—Riverine Land</b> <b>State Environmental Planning Policies – Refer to Appendix 'B'</b></p>
(2) each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Planning Secretary has notified the Council that the making of the proposed instrument has been deferred indefinitely or has not been approved).	<p><b>Proposed Murray LEP 2011 - Planning Proposals</b> (PP_2016_MRIVE_006_03, PP_2017_MRIVE_002_00). <b>Draft SEPP (Environment)</b> <b>Housekeeping Amendment to SEPP (Exempt and Complying Development Codes) 2008</b> <b>Proposed Amendments to SEPP No. 55 - Remediation of Land</b></p>

(3) each development control plan that applies to the carrying out of development on the land.	<b>Murray Development Control Plan 2012: Amendment 5</b> The Murray Development Control Plan 2012 contains detailed planning controls that set out the guidelines and considerations against which development proposals can be consistently measured and assessed for determination purposes for the Greater Murray and Moama Wards of the Murray River Local Government Area.
<b>Note:</b> In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.	

## 2. Zoning and land use under relevant LEPs

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

(a) the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2(a)"),	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,	Refer to Appendix 'A'
(c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,	All development (construction and/or use) in this zone requires approval (development consent or complying development certificate) unless it is prohibited or, if listed as Exempt Development in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 or where relevant in Clause 3.1 of Murray LEP 2011. The demolition of all dwelling houses and most buildings or structures on the land requires development consent unless it is Exempt Development.
(d) the purposes for which the instrument provides that development is prohibited within the zone,	Refer to Appendix 'A'
(e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,	Refer to Appendix 'A'
(f) whether the land includes or comprises critical habitat	Not known to.
(g) whether the land is in a conservation area (however described),	No
(h) whether an item of environmental heritage (however described) is situated on the land.	No

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

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

Whether or not the land on which no complying development may be carried out under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 and, if no complying development may be carried out on that land under that Policy, the reason why complying development may not be carried out on that land.

#### **Part 3 Housing Code**

Not applicable.

#### **Part 3A Rural Housing Code**

Complying Development under the Codes SEPP **may be** carried out on all of land.

Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land

#### **Part 3B Low Rise Medium Density Housing Code**

Not applicable.

#### **Part 3C Greenfield Housing Code**

Not applicable.

#### **Part 3D Inland Code**

Complying Development under the Codes SEPP **may be** carried out on all of land.

Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land

#### **Part 4 Housing Alterations Code**

Complying Development under the Codes SEPP **may be** carried out on all of land.

Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

#### **Part 4A General Development Code**

Complying Development under the Codes SEPP **may be** carried out on all of land.

Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

#### **Part 5 Commercial and Industrial Alterations Code**

Complying Development under the Codes SEPP **may be** carried out on all of land.

Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

#### **Part 5A Commercial and Industrial (New Buildings and Additions) Code**

Not applicable.

#### **Part 5B Container Recycling Facilities Code**

Complying Development under the Codes SEPP **may be** carried out on all of land.

Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

#### **Part 6 Subdivisions Code**

Complying Development under the Codes SEPP **may be** carried out on all of land.

Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

#### **Part 7 Demolition Code**

Complying Development under the Codes SEPP **may be** carried out on all of land.

Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

	<p><b>Part 8 Fire Safety Code</b> Complying Development under the Codes SEPP <b>may be</b> carried out on all of land.</p> <p>Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p>
<p><b>Disclaimer</b> - This certificate only addresses matters raised in Clauses 1.17A (1)(c-e),(2),(3),(4), 1.18(1)(c3) &amp; 1.19 of the Codes SEPP. It is your responsibility to ensure that you comply with any other requirements of the Codes SEPP. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the Codes SEPP could be invalidated by the Land and Environment Court.</p>	

**4, 4A (Repealed)**

**4B. Annual Charges under *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works**

<p>In relation to a coastal council—whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under Section 496B of the <i>Local Government Act 1993</i> for coastal protection services that relate to existing coastal protection works (within the meaning of Section 553B of that Act).</p> <p><b>Note.</b> "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the <i>Local Government Act 1993</i>.</p>	<p>Not applicable.</p>
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**5. Mine subsidence**

<p>Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the <i>Coal Mine Subsidence Compensation Act 2017</i>.</p>	<p>This land is not proclaimed to be a mine subsidence district within the meaning of the <i>Coal Mine Subsidence Compensation Act 2017</i>.</p>
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**6. Road widening and road realignment**

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

<p>(a) Division 2 of Part 3 of the <i>Roads Act 1993</i>, or (b) any environmental planning instrument, or (c) any resolution of the Council.</p>	<p>Not known to be affected.</p>
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**7. Council and other public authorities policies on hazard risk restrictions**

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

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

**7A. Flood related development controls information**

<p>(1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or senior housing) is subject to flood related development controls. (2) Whether or not development on that land or part of the land for any other purposes is subject to flood related development controls. (3) Words and expressions in this clause have the same meanings as in the Standard Instrument.</p>	
<p>No</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>Not known to be reserved</p>
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## 9. Contributions plans

**Section 7.12 (formally Section 94A) Levy Development Contributions Plan, December 2011 as amended**  
This plan details charges to be levied on development in relation to meeting the cost of provision or augmentation of public facilities.

**Section 64 Development Servicing Plan, July 2005 as amended**  
This plan details charges to be levied on development in relation to:

- Water
- Sewerage

### Section 64 and Section 7.11/Section 7.12 Plans

These plans contain the financial contributions required of certain development to financially assist Council in meeting the cost of providing facilities and services. Land subdivision, dual occupancy, medium density housing, commercial development and industrial development which are likely to cause an increased use of community facilities or municipal services may attract development contributions.

## 9A. Biodiversity certified land

If the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*, a statement to that effect.

None that Council is aware of.

**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*.

## 10. Biodiversity stewardship sites

If the land is 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).

None that Council is aware of.

**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*.

## 10A. Native vegetation clearing set asides

If the land contains a set aside area under Section 60ZC of the *Local Land Services Act 2013*, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

None that Council is aware of.

## 11. Bush fire prone land

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

Part of the land is bush fire prone.

## 12. Property vegetation plans

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

None apply.

## 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 the Council has been notified of the order).

None apply.

## 14. Directions under Part 3A

If there is a direction by the Minister in force under Section 75P(2)(c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.

None apply.

**15. Site compatibility certificates and conditions for seniors housing**

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

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

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

<p>(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.</p> <p>(2) The date of any subdivision order that applies to the land.</p> <p>(3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.</p>	None apply.
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**19. Site verification certificates**

<p>A statement of whether there is a current site verification certificate, of which the Council is aware, in respect of the land and, if there is a certificate, the statement is to include:</p> <p>(a) the matter certified by the certificate, and</p> <p><b>Note.</b> A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.</p> <p>(b) the date on which the certificate ceases to be current (if any), and</p> <p>(c) that a copy may be obtained from the head office of the Department.</p>	None apply.
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**20. Loose-fill asbestos insulation**

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

<p>(1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.</p> <p>(2) A statement of:</p> <p>(a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and</p> <p>(b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.</p> <p>(3) In this clause:</p>	<p>None that Council is aware of.</p> <p>None that Council is aware of.</p>
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<p><b>affected building notice</b> has the same meaning as in Part 4 of the <i>Building Products (Safety) Act 2017</i>.</p> <p><b>building product rectification order</b> has the same meaning as in the <i>Building Products (Safety) Act 2017</i>.</p>	
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**Note:** The following matters are prescribed by Section 59 (2) of the *Contaminated Land Management Act 1997* as additional matters to be specified in a planning certificate.

(a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act-if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued.	None apply.
(b) that the land to which the certificate relates is subject to a management order within the meaning of that Act-if it is subject to such an order at the date when the certificate is issued.	None apply.
(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act-if it is the subject of such an approved proposal at the date when the certificate is issued.	None apply.
(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act-if it is subject to such an order at the date when the certificate is issued.	None apply.
(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act-if a copy of such a statement has been provided at any time to the local authority issuing the certificate.	None apply.
<p><b>Murray River Council Contaminated Land Management Policy note</b></p> <p>Council has adopted by resolution a policy on contaminated land which may restrict the development of the land. This policy is implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Council records do not have sufficient information about previous use of this land to determine whether the land is contaminated. Consideration of Council's adopted policy and the application or provisions under relevant state legislation is warranted.</p>	

## GENERAL COMMENTS

- See Appendix A for the objectives of the zones affecting the subject land.
- Planning Instruments and the *Murray Development Control Plan 2012: Amendment 5* impose various restrictions on the use of the land which are not attributable to the zoning or reservation of the land.
- The *Murray Development Control Plan 2012: Amendment 5* complements the provisions of the *Murray Local Environmental Plan 2011* and contains the detailed planning provisions relating to development standards and guidelines which will be considered by Council when assessing a development application.
- The above information has been taken from the Council's records but Council cannot accept responsibility for any omission or inaccuracy.
- The provisions of any covenant, agreement or instrument applying to this land purporting to restrict or prohibit certain development may be inconsistent with the provisions of a *Regional Environmental Plan*, *State Environmental Planning Policy*, the *Murray Local Environmental Plan 2011* or the *Murray Development Control Plan 2012: Amendment 5*. In these circumstances any such covenant, agreement or instrument may be overwritten under Clause 1.9A of the *Murray Local Environmental Plan 2011*.

Any request for further information in connection with the above information should be marked to the attention of Council's Planning Department, or call 1300 087 004.



Des Bilske  
**Chief Executive Officer**



**MURRAY LOCAL ENVIRONMENTAL PLAN 2011**  
**Appendix A**

**ZONE RU1 Primary Production**

**GENERAL REQUIREMENTS**

**DEVELOPMENT AND SUBDIVISION**

**LAND USE TABLE: RU1 PRIMARY PRODUCTION ZONE**

**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.

**2 Permitted without consent**

Environmental protection works; Extensive agriculture; Forestry; Home occupations; Intensive plant agriculture

**3 Permitted with consent**

Air transport facilities; Airstrips; Animal boarding or training establishments; Aquaculture; Bed and breakfast accommodation; Boat building and repair facilities; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Cellar door premises; Cemeteries; Charter and tourism boating facilities; Community facilities; Correctional centres; Depots; Dwelling houses; Eco-tourist facilities; Environmental facilities; Extractive industries; Farm buildings; Farm stay accommodation; Flood mitigation works; Freight transport facilities; Heavy industries; Helipads; Home-based child care; Home businesses; Home industries; Home occupations (sex services); Information and education facilities; Intensive livestock agriculture; Jetties; Landscaping material supplies; Mooring pens; Moorings; Open cut mining; Plant nurseries; Recreation areas; Recreation facilities (major); Recreation facilities (outdoor); Roads; Roadside stalls; Rural industries; Rural workers' dwellings; Secondary dwellings; Storage premises; Turf farming; Veterinary hospitals; Water recreation structures; Water supply systems

**4 Prohibited**

Any development not specified in item 2 or 3

## **RELEVANT SPECIAL PROVISIONS**

### **4.1 Minimum subdivision lot size**

- (1) The objectives of this clause are as follows:
  - (a) to ensure that new subdivisions reflect lot sizes that are able to provide for adequate servicing of the land and respond to any topographic, physical or environmental constraints,
  - (b) to ensure that lot sizes are of a sufficient size and shape to accommodate development,
  - (c) to prevent the fragmentation of rural lands.
- (2) This clause applies to a subdivision of any land shown on the Lot Size Map that requires development consent and that is carried out after the commencement of this Plan.
- (3) The size of any lot resulting from a subdivision of land to which this clause applies is not to be less than the minimum size shown on the Lot Size Map in relation to that land.
- (4) This clause does not apply in relation to the subdivision of any land:
  - (a) by the registration of a strata plan or strata plan of subdivision under the Strata Schemes Development Act 2015, or
  - (b) by any kind of subdivision under the Community Land Development Act 1989.

### **4.1AA Minimum subdivision lot size for community title schemes**

- (1) The objectives of this clause are as follows:
  - (a) to ensure that land to which this clause applies is not fragmented by subdivisions that would create additional dwelling entitlements.
- (2) This clause applies to a subdivision (being a subdivision that requires development consent) under the Community Land Development Act 1989 of land in any of the following zones:
  - (a) Zone RU1 Primary Production,
  - (b) Zone R2 Low Density Residential,
  - (c) Zone R5 Large Lot Residential,
  - (d) Zone E3 Environmental Management,but does not apply to a subdivision by the registration of a strata plan.
- (3) The size of any lot resulting from a subdivision of land to which this clause applies (other than any lot comprising association property within the meaning of the Community Land Development Act 1989) is not to be less than the minimum size shown on the Lot Size Map in relation to that land.
- (4) This clause applies despite clause 4.1.

### **4.1A Minimum subdivision lot size for strata plan schemes in certain rural, residential and environmental zones**

- (1) The objective of this clause is to ensure that land to which this clause applies is not fragmented by subdivisions that would create additional dwelling entitlements.
- (2) This clause applies to land in the following zones that is used, or proposed to be used, for residential accommodation or tourist and visitor accommodation:
  - (a) Zone RU1 Primary Production,
  - (b) Zone R2 Low Density Residential,
  - (c) Zone R5 Large Lot Residential,
  - (d) Zone E3 Environmental Management.
- (3) The size of any lot resulting from a subdivision of land to which this clause applies for a strata plan scheme (other than any lot comprising common property within the meaning of the Strata Schemes (Freehold Development) Act 1973 or Strata Schemes (Leasehold Development) Act 1986) is not to be less than the minimum size shown on the Lot Size Map in relation to that land.

#### **4.1B Minimum subdivision lot sizes for certain split zones**

- (1) The objectives of this clause are as follows:
  - (a) to provide for the subdivision of lots that are within more than one zone and cannot be subdivided under clause 4.1,
  - (b) to ensure that the subdivision occurs in a manner that promotes suitable land use and development.
- (2) This clause applies to each lot (an original lot) that contains:
  - (a) land in a residential, business or special uses zone, and
  - (b) land in RU1 Primary Production or Zone E3 Environmental Management.
- (3) Despite clause 4.1, development consent may be granted to subdivide an original lot to create other lots (the resulting lots) if:
  - (a) one of the resulting lots will contain:
    - (i) land in a residential, business or special uses zone that has an area that is not less than the minimum size shown on the Lot Size Map in relation to that land, and
    - (ii) all of the land in RU1 Primary Production or Zone E3 Environmental Management that was in the original lot, and
  - (b) all other resulting lots will contain land that has an area that is not less than the minimum size shown on the Lot Size Map in relation to that land.
- (4) For the purposes of this clause, land is in a residential, business or special uses zone if it is in any of the following zones:
  - (a) Zone R1 General Residential,
  - (b) Zone R2 Low Density Residential,
  - (c) Zone R5 Large Lot Residential,
  - (d) Zone B2 Local Centre,
  - (e) Zone B6 Enterprise Corridor,
  - (f) Zone SP1 Special Activities,
  - (g) Zone SP2 Infrastructure,
  - (h) Zone SP3 Tourist.

#### **4.2 Rural subdivision**

- (1) The objective of this clause is to provide flexibility in the application of standards for subdivision in rural zones to allow land owners a greater chance to achieve the objectives for development in the relevant zone.
- (2) This clause applies to the following rural zones:
  - (a) Zone RU1 Primary Production,
  - (b) Zone RU2 Rural Landscape,
  - (baa) Zone RU3 Forestry,
  - (c) Zone RU4 Primary Production Small Lots,
  - (d) Zone RU6 Transition.

**Note.** When this Plan was made, it did not include Zone RU2 Rural Landscape, Zone RU4 Primary Production Small Lots or Zone RU6 Transition.

- (3) Land in a zone to which this clause applies may, with development consent, be subdivided for the purpose of primary production 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.
- (4) However, such a lot cannot be created if an existing dwelling would, as the result of the subdivision, be situated on the lot.
- (5) A dwelling cannot be erected on such a lot.

**Note.** A dwelling includes a rural worker's dwelling (see definition of that term in the Dictionary).

#### 4.2A Erection of dwelling houses on land in certain rural and environmental protection zones

- (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 environmental protection zones.
- (2) This clause applies to land in the following zones:
  - (a) Zone RU1 Primary Production,
  - (b) Zone E3 Environmental Management.
- (3) Development consent must not be granted for the erection of a dwelling house on land in a zone to which this clause applies, and on which there is no existing dwelling house, unless the land is:
  - (a) A lot that is at least the minimum lot size specified for that land by the Lot Size Map, or
  - (b) A lot created under an environmental planning instrument before this Plan commenced and on which the erection of a dwelling house was permissible immediately before that commencement, or
  - (c) 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) An existing holding.

**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. Land in Zone RU1 Primary Production cannot be subdivided to create a lot that is less than the minimum lot size for the purpose of residential accommodation (see clause 4.2C).

- (4) Land ceases to be an existing holding for the purposes of subclause (3) (d) if an application for development consent referred to in that subclause is not made in relation to that land within 12 months after the commencement of this Plan.
- (5) Despite subclause (3), development consent may be granted for the erection of a dwelling house on land to which this clause applies if:
  - (a) 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, or
  - (b) The land would have been a lot or a holding referred to in subclause (3) 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.
- (6) In this clause:

**existing holding** means land that:

  - (a) Was a holding on 5 January 1990, 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 5 January 1990, and includes any other land adjoining that land acquired by the owner since 5 January 1990.

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

**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 5 January 1990.

#### **4.2B Rural workers' dwellings**

- (1) The objective of this clause is to ensure the provision of adequate accommodation for permanent or temporary employees of existing agricultural or rural industries.
- (2) This clause applies to land in Zone RU1 Primary Production.
- (3) Development consent must not be granted to development for the purposes of a rural worker's dwelling on land to which this clause applies, unless:
  - (a) the dwelling is or is proposed to be located on the same lot as an existing lawfully erected dwelling house, and
  - (b) the consent authority is satisfied that:
    - (i) the development will not impair the use of the land for agricultural or rural industries, and
    - (ii) the agricultural or rural industry being carried out on the land has a demonstrated capacity to support the ongoing employment of rural workers, and
    - (iii) the development is necessary considering the nature of the agricultural or rural industry land use lawfully occurring on the land or as a result of the remote or isolated location of the land.

#### **4.2C Exceptions to minimum lot sizes for certain rural subdivisions**

- (1) The objective of this clause is to enable the subdivision of land in rural areas to create lots of an appropriate size to meet the needs of current permissible uses other than residential accommodation.
- (2) This clause applies to land in Zone RU1 Primary Production.
- (3) Land to which this clause applies may, with development consent, be subdivided 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, if the consent authority is satisfied that the use of the land after the subdivision will be the same use (other than residential accommodation) permitted under the existing development consent for the land.
- (4) Development consent must not be granted for the subdivision of land to which this clause applies unless the consent authority is satisfied that:
  - (a) the subdivision will not adversely affect the use of the surrounding land for agriculture, and
  - (b) the subdivision is necessary for the ongoing operation of the permissible use, and
  - (c) the subdivision will not increase rural land use conflict in the locality, and
  - (d) the subdivision is appropriate having regard to the natural and physical constraints affecting the land.

#### **4.2D Boundary adjustments in Zones RU1 and E3**

- (1) The objective of this clause is to facilitate boundary adjustments between lots where one or more of the lots created do not meet the minimum lot size shown on the Lot Size Map in relation to the land but the objectives of the relevant zone can be achieved.
- (2) This clause applies to land in the following zones:
  - (a) Zone RU1 Primary Production,
  - (b) Zone E3 Environmental Management.
- (3) Despite clause 4.1, development consent may be granted to subdivide land to which this clause applies by way of a boundary adjustment between adjoining lots where one or more of the lots created by the subdivision do not meet the minimum lot size shown on the Lot Size Map in relation to that land, if the consent authority is satisfied that:
  - (a) the subdivision will not create additional lots, and
  - (b) the number of dwelling houses or opportunities for dwelling houses on each lot after the subdivision will remain the same as before the subdivision, and
  - (c) the potential for land use conflict will not be increased as a result of the subdivision, and
  - (d) if the land is in Zone RU1 Primary Production—the subdivision will not have a significant adverse effect on the agricultural viability of the land, and
  - (e) if the land is in Zone E3 Environmental Management—the subdivision will result in the continued protection and long-term maintenance of the land, and

- (f) the subdivision will not result in any increased bush fire risk to existing buildings.
- (4) In determining a development application for the subdivision of land under this clause, the consent authority must consider the following:
  - (a) the existing uses and approved uses of other land in the vicinity of the subdivision,
  - (b) whether the subdivision is likely to have a significant impact on land uses that are likely to be preferred and the predominant land uses in the vicinity of the development,
  - (c) whether the subdivision is likely to be incompatible with a land use on any adjoining land,
  - (d) whether the subdivision is appropriate having regard to the natural and physical constraints affecting the land,
  - (e) whether the subdivision is likely to have a significant adverse impact on the environmental values of the land.
- (5) This clause does not apply:
  - (a) in relation to the subdivision of lots in a strata plan or community title scheme, or
  - (b) if the subdivision would create a lot that could itself be subdivided in accordance with clause 4.1.

## Appendix B

### State Environmental Planning Policies

- 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 (Affordable Rental Housing) 2009
- State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
- State Environmental Planning Policy (Concurrences and Consents) 2018
- State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
- State Environmental Planning Policy (Exempt and 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 (Primary Production and Rural Development) 2019
- State Environmental Planning Policy (State and Regional Development) 2011
- State Environmental Planning Policy (State Significant Precincts) 2005
- State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
- Deemed State Environmental Planning Policy – Murray Regional Environmental Plan No 2—Riverine Land

Assessment no: 112246135  
Certificate application no: 235 – 2021c  
Applicant ref: EJG:201696

21 October 2020

Glowreys – The Riverina Law Firm  
PO Box 755  
Deniliquin NSW 2731

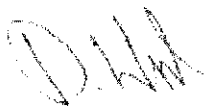
Dear Sir/Madam

**Re: Request for Certificates – Sewerage Diagram**  
**Property: Lot 172 DP 1116649 Yaloke Road Deniliquin NSW 2710**  
**Owner: Allan Geoffrey Wragge**

Please be advised that the abovementioned property does not have a diagram available for Council's sewer system as it is RU1 Primary Production Land.

Should you require further information, please contact our Engineering department on 1300 087 004.

Yours sincerely



David Wilkinson  
Director Planning & Environment



## Glowreys

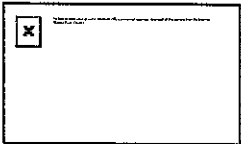
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**From:** Kellie Richmond <KRichmond@murrayriver.nsw.gov.au>  
**Sent:** Tuesday, 27 October 2020 2:59 PM  
**To:** Glowreys  
**Subject:** 234 - 2021c Planning Certificate s10.7 (2) & Council Sewerage Diagram Letter- 293 Yaloke Road Deniliquin NSW 2710 - Glowreys - The Riverina Law Firm  
**Attachments:** 234 - 2021c Planning Certificate s10.7 (2) - 293 Yaloke Road Deniliquin NSW 2710 - Glowreys - The Riverina Law Firm.pdf; 234 - 2021c Council Sewerage Diagram Letter 293 Yaloke Road Deniliquin NSW 2710 - Glowreys - The Riverina Law Firm.pdf

Good afternoon,

Please find attached requested Planning Certificate s10.7 (2) & Council Sewerage Diagram Letter- 293 Yaloke Road Deniliquin NSW 2710, your reference EJG:201696.

Regards,



Kellie Richmond | Administration Officer

Murray River Council | Moama Office | 52 Perricoota Rd Moama, NSW 2731  
PO Box 906, Moama, NSW 2731

f 03 5884 3417

1300 087 004 | [www.murrayriver.nsw.gov.au](http://www.murrayriver.nsw.gov.au)

**SECTION 10.7(2) PLANNING CERTIFICATE**  
Issued under the *Environmental Planning and Assessment Act 1979*

**APPLICANT:** Glowreys - The Riverina Law Firm  
PO Box 755  
Deniliquin NSW 2710

**CERTIFICATE NO:** 234 - 2021c  
**DATE:** 21 October 2020

**APPLICANT'S REFERENCE:** EIG:201696

**COUNCIL'S REFERENCE:** 11226127

**DESCRIPTION OF LAND:**

**Lot:** 15  
**DP:** 756320  
**Address:** 293 Yaloke Road  
Deniliquin NSW 2710

**OWNER:** Allan Geoffrey Wragge

The following information is provided in respect of the abovementioned land pursuant to Section 10.7(2) of the *Environmental Planning and Assessment Act 1979*, (the Act), as amended:

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

*The names of:*

(1) each environmental planning instrument that applies to the carrying out of development on the land.	<p><b>Murray Local Environmental Plan 2011</b> The <i>Murray Local Environmental Plan 2011</i> is the principal statutory planning document prepared by Council to guide planning decisions for the Greater Murray and Moama wards of the Murray River Local Government Area. An electronic version is available at: <a href="http://www.legislation.nsw.gov.au">www.legislation.nsw.gov.au</a>.</p> <p><b>Murray Regional Environmental Plan No 2—Riverine Land</b></p> <p><b>State Environmental Planning Policies – Refer to Appendix 'B'</b></p>
(2) each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Planning Secretary has notified the Council that the making of the proposed instrument has been deferred indefinitely or has not been approved).	<p><b>Proposed Murray LEP 2011 - Planning Proposals</b> (PP_2016_MRIVE_006_03, PP_2017_MRIVE_002_00).</p> <p><b>Draft SEPP (Environment)</b></p> <p><b>Housekeeping Amendment to SEPP (Exempt and Complying Development Codes) 2008</b></p> <p><b>Proposed Amendments to SEPP No. 55 - Remediation of Land</b></p>

(3) each development control plan that applies to the carrying out of development on the land.	<b>Murray Development Control Plan 2012: Amendment 5</b> The <i>Murray Development Control Plan 2012</i> contains detailed planning controls that set out the guidelines and considerations against which development proposals can be consistently measured and assessed for determination purposes for the Greater Murray and Moama Wards of the Murray River Local Government Area.
<b>Note:</b> In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.	

## 2. Zoning and land use under relevant LEPs

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

(a) the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2(a)"),	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,	Refer to Appendix 'A'
(c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,	All development (construction and/or use) in this zone requires approval (development consent or complying development certificate) unless it is prohibited or, if listed as Exempt Development in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 or where relevant in Clause 3.1 of Murray LEP 2011. The demolition of all dwelling houses and most buildings or structures on the land requires development consent unless it is Exempt Development.
(d) the purposes for which the instrument provides that development is prohibited within the zone,	Refer to Appendix 'A'
(e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,	Refer to Appendix 'A'
(f) whether the land includes or comprises critical habitat	Not known to.
(g) whether the land is in a conservation area (however described),	No
(h) whether an item of environmental heritage (however described) is situated on the land.	No

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

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

Whether or not the land on which no complying development may be carried out under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 and, if no complying development may be carried out on that land under that Policy, the reason why complying development may not be carried out on that land.

#### **Part 3 Housing Code**

Not applicable.

#### **Part 3A Rural Housing Code**

Complying Development under the Codes SEPP **may not be** carried out on this land or a part of this land as the land is affected by the following restriction/s;

- land identified by an environmental planning instrument as being:
  - within an ecologically sensitive area, or
  - environmentally sensitive land.

Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

#### **Part 3B Low Rise Medium Density Housing Code**

Not applicable.

#### **Part 3C Greenfield Housing Code**

Not applicable.

#### **Part 3D Inland Code**

Complying Development under the Codes SEPP **may not be** carried out on this land or a part of this land as the land is affected by the following restriction/s;

- land identified by an environmental planning instrument as being:
  - within an ecologically sensitive area, or
  - environmentally sensitive land.

Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

#### **Part 4 Housing Alterations Code**

Complying Development under the Codes SEPP **may be** carried out on all of land.

Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

#### **Part 4A General Development Code**

Complying Development under the Codes SEPP **may be** carried out on all of land.

Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

#### **Part 5 Commercial and Industrial Alterations Code**

Complying Development under the Codes SEPP **may be** carried out on all of land.

Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

#### **Part 5A Commercial and Industrial (New Buildings and Additions) Code**

Not applicable.

#### **Part 5B Container Recycling Facilities Code**

Complying Development under the Codes SEPP **may be** carried out on all of land.

Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

	<p><b>Part 6 Subdivisions Code</b> Complying Development under the Codes SEPP <b>may be</b> carried out on all of land.</p> <p>Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p> <p><b>Part 7 Demolition Code</b> Complying Development under the Codes SEPP <b>may be</b> carried out on all of land.</p> <p>Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p> <p><b>Part 8 Fire Safety Code</b> Complying Development under the Codes SEPP <b>may be</b> carried out on all of land.</p> <p>Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p>
<p><b>Disclaimer</b> - This certificate only addresses matters raised in Clauses 1.17A (1)(c-e),(2),(3),(4), 1.18(1)(c3) &amp; 1.19 of the Codes SEPP. It is your responsibility to ensure that you comply with any other requirements of the Codes SEPP. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the Codes SEPP could be invalidated by the Land and Environment Court.</p>	

**4, 4A (Repealed)**

**4B. Annual Charges under *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works**

<p>In relation to a coastal council—whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under Section 496B of the <i>Local Government Act 1993</i> for coastal protection services that relate to existing coastal protection works (within the meaning of Section 553B of that Act).</p> <p><b>Note.</b> "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the <i>Local Government Act 1993</i>.</p>	<p>Not applicable.</p>
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**5. Mine subsidence**

<p>Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the <i>Coal Mine Subsidence Compensation Act 2017</i>.</p>	<p>This land is not proclaimed to be a mine subsidence district within the meaning of the <i>Coal Mine Subsidence Compensation Act 2017</i>.</p>
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**6. Road widening and road realignment**

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

<p>(a) Division 2 of Part 3 of the <i>Roads Act 1993</i>, or  (b) any environmental planning instrument, or  (c) any resolution of the Council.</p>	<p>Not known to be affected.</p>
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**7. Council and other public authorities policies on hazard risk restrictions**

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

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

**7A. Flood related development controls information**

(1)	Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or senior housing) is subject to flood related development controls.
(2)	Whether or not development on that land or part of the land for any other purposes is subject to flood related development controls.
(3)	Words and expressions in this clause have the same meanings as in the Standard Instrument.
No	

**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.	Not known to be reserved
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**9. Contributions plans**

<b>Section 7.12 (formally Section 94A) Levy Development Contributions Plan, December 2011 as amended</b> This plan details charges to be levied on development in relation to meeting the cost of provision or augmentation of public facilities.
<b>Section 64 Development Servicing Plan, July 2005 as amended</b> This plan details charges to be levied on development in relation to: <ul style="list-style-type: none"> <li>• Water</li> <li>• Sewerage</li> </ul>
<b>Section 64 and Section 7.11/Section 7.12 Plans</b> These plans contain the financial contributions required of certain development to financially assist Council in meeting the cost of providing facilities and services. Land subdivision, dual occupancy, medium density housing, commercial development and industrial development which are likely to cause an increased use of community facilities or municipal services may attract development contributions.

**9A. Biodiversity certified land**

If the land is biodiversity certified land under Part 8 of the <i>Biodiversity Conservation Act 2016</i> , a statement to that effect.	None that Council is aware of.
<small>Note. Biodiversity certified land includes land certified under Part 7AA of the <i>Threatened Species Conservation Act 1995</i> that is taken to be certified under Part 8 of the <i>Biodiversity Conservation Act 2016</i>.</small>	

**10. Biodiversity stewardship sites**

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the <i>Biodiversity Conservation Act 2016</i> , a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).	None that Council is aware of.
<small>Note. Biodiversity stewardship agreements include biobanking agreements under Part 7A of the <i>Threatened Species Conservation Act 1995</i> that are taken to be biodiversity stewardship agreements under Part 5 of the <i>Biodiversity Conservation Act 2016</i>.</small>	

**10A. Native vegetation clearing set asides**

If the land contains a set aside area under Section 60ZC of the <i>Local Land Services Act 2013</i> , a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).	None that Council is aware of.
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**11. Bush fire prone land**

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

If the land is land to which a property vegetation plan approved under Part 4 of the <i>Native Vegetation Act 2003</i> (and that continues in force) applies, a statement to that effect (but only if the Council has been notified of the existence of the plan by the person or body that approved the plan under that Act).	None apply.
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**13. Orders under Trees (Disputes Between Neighbours) Act 2006**

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

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

If the land is land to which State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 applies: (a) a statement of whether there is a current site compatibility certificate (seniors housing), 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, and (b) a statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.	None apply.
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**16. Site compatibility certificates for infrastructure, schools or TAFE establishments**

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

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

(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot. (2) The date of any subdivision order that applies to the land. (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.	None apply.
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**19. Site verification certificates**

A statement of whether there is a current site verification certificate, of which the Council is aware, in respect of the land and, if there is a certificate, the statement is to include: (a) the matter certified by the certificate, and <b>Note.</b> A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007. (b) the date on which the certificate ceases to be current (if any), and (c) that a copy may be obtained from the head office of the Department.	None apply.
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**20. Loose-fill asbestos insulation**

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

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

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

(a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act-if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued.	None apply.
(b) that the land to which the certificate relates is subject to a management order within the meaning of that Act-if it is subject to such an order at the date when the certificate is issued.	None apply.
(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act-if it is the subject of such an approved proposal at the date when the certificate is issued.	None apply.
(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act-if it is subject to such an order at the date when the certificate is issued.	None apply.
(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act-if a copy of such a statement has been provided at any time to the local authority issuing the certificate.	None apply.
<p><b>Murray River Council Contaminated Land Management Policy note</b> Council has adopted by resolution a policy on contaminated land which may restrict the development of the land. This policy is implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Council records do not have sufficient information about previous use of this land to determine whether the land is contaminated. Consideration of Council's adopted policy and the application or provisions under relevant state legislation is warranted.</p>	



## GENERAL COMMENTS

- See Appendix A for the objectives of the zones affecting the subject land.
- Planning Instruments and the *Murray Development Control Plan 2012: Amendment 5* impose various restrictions on the use of the land which are not attributable to the zoning or reservation of the land.
- The *Murray Development Control Plan 2012: Amendment 5* complements the provisions of the *Murray Local Environmental Plan 2011* and contains the detailed planning provisions relating to development standards and guidelines which will be considered by Council when assessing a development application.
- The above information has been taken from the Council's records but Council cannot accept responsibility for any omission or inaccuracy.
- The provisions of any covenant, agreement or instrument applying to this land purporting to restrict or prohibit certain development may be inconsistent with the provisions of a *Regional Environmental Plan*, *State Environmental Planning Policy*, the *Murray Local Environmental Plan 2011* or the *Murray Development Control Plan 2012: Amendment 5*. In these circumstances any such covenant, agreement or instrument may be overwritten under Clause 1.9A of the *Murray Local Environmental Plan 2011*.

Any request for further information in connection with the above information should be marked to the attention of Council's Planning Department, or call 1300 087 004.



Des Bilske  
**Chief Executive Officer**

**MURRAY LOCAL ENVIRONMENTAL PLAN 2011**  
**Appendix A**

**ZONE RU1 Primary Production**

**GENERAL REQUIREMENTS**

**DEVELOPMENT AND SUBDIVISION**

**LAND USE TABLE: RU1 PRIMARY PRODUCTION ZONE**

**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.

**2 Permitted without consent**

Environmental protection works; Extensive agriculture; Forestry; Home occupations; Intensive plant agriculture

**3 Permitted with consent**

Air transport facilities; Airstrips; Animal boarding or training establishments; Aquaculture; Bed and breakfast accommodation; Boat building and repair facilities; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Cellar door premises; Cemeteries; Charter and tourism boating facilities; Community facilities; Correctional centres; Depots; Dwelling houses; Eco-tourist facilities; Environmental facilities; Extractive industries; Farm buildings; Farm stay accommodation; Flood mitigation works; Freight transport facilities; Heavy industries; Helipads; Home-based child care; Home businesses; Home industries; Home occupations (sex services); Information and education facilities; Intensive livestock agriculture; Jetties; Landscaping material supplies; Mooring pens; Moorings; Open cut mining; Plant nurseries; Recreation areas; Recreation facilities (major); Recreation facilities (outdoor); Roads; Roadside stalls; Rural industries; Rural workers' dwellings; Secondary dwellings; Storage premises; Turf farming; Veterinary hospitals; Water recreation structures; Water supply systems

**4 Prohibited**

Any development not specified in item 2 or 3

## **RELEVANT SPECIAL PROVISIONS**

### **4.1 Minimum subdivision lot size**

- (1) The objectives of this clause are as follows:
  - (a) to ensure that new subdivisions reflect lot sizes that are able to provide for adequate servicing of the land and respond to any topographic, physical or environmental constraints,
  - (b) to ensure that lot sizes are of a sufficient size and shape to accommodate development,
  - (c) to prevent the fragmentation of rural lands.
- (2) This clause applies to a subdivision of any land shown on the Lot Size Map that requires development consent and that is carried out after the commencement of this Plan.
- (3) The size of any lot resulting from a subdivision of land to which this clause applies is not to be less than the minimum size shown on the Lot Size Map in relation to that land.
- (4) This clause does not apply in relation to the subdivision of any land:
  - (a) by the registration of a strata plan or strata plan of subdivision under the Strata Schemes Development Act 2015, or
  - (b) by any kind of subdivision under the Community Land Development Act 1989.

### **4.1AA Minimum subdivision lot size for community title schemes**

- (1) The objectives of this clause are as follows:
  - (a) to ensure that land to which this clause applies is not fragmented by subdivisions that would create additional dwelling entitlements.
- (2) This clause applies to a subdivision (being a subdivision that requires development consent) under the Community Land Development Act 1989 of land in any of the following zones:
  - (a) Zone RU1 Primary Production,
  - (b) Zone R2 Low Density Residential,
  - (c) Zone R5 Large Lot Residential,
  - (d) Zone E3 Environmental Management,but does not apply to a subdivision by the registration of a strata plan.
- (3) The size of any lot resulting from a subdivision of land to which this clause applies (other than any lot comprising association property within the meaning of the Community Land Development Act 1989) is not to be less than the minimum size shown on the Lot Size Map in relation to that land.
- (4) This clause applies despite clause 4.1.

### **4.1A Minimum subdivision lot size for strata plan schemes in certain rural, residential and environmental zones**

- (1) The objective of this clause is to ensure that land to which this clause applies is not fragmented by subdivisions that would create additional dwelling entitlements.
- (2) This clause applies to land in the following zones that is used, or proposed to be used, for residential accommodation or tourist and visitor accommodation:
  - (a) Zone RU1 Primary Production,
  - (b) Zone R2 Low Density Residential,
  - (c) Zone R5 Large Lot Residential,
  - (d) Zone E3 Environmental Management.
- (3) The size of any lot resulting from a subdivision of land to which this clause applies for a strata plan scheme (other than any lot comprising common property within the meaning of the Strata Schemes (Freehold Development) Act 1973 or Strata Schemes (Leasehold Development) Act 1986) is not to be less than the minimum size shown on the Lot Size Map in relation to that land.

#### **4.1B Minimum subdivision lot sizes for certain split zones**

- (1) The objectives of this clause are as follows:
  - (a) to provide for the subdivision of lots that are within more than one zone and cannot be subdivided under clause 4.1,
  - (b) to ensure that the subdivision occurs in a manner that promotes suitable land use and development.
- (2) This clause applies to each lot (an original lot) that contains:
  - (a) land in a residential, business or special uses zone, and
  - (b) land in RU1 Primary Production or Zone E3 Environmental Management.
- (3) Despite clause 4.1, development consent may be granted to subdivide an original lot to create other lots (the resulting lots) if:
  - (a) one of the resulting lots will contain:
    - (i) land in a residential, business or special uses zone that has an area that is not less than the minimum size shown on the Lot Size Map in relation to that land, and
    - (ii) all of the land in RU1 Primary Production or Zone E3 Environmental Management that was in the original lot, and
  - (b) all other resulting lots will contain land that has an area that is not less than the minimum size shown on the Lot Size Map in relation to that land.
- (4) For the purposes of this clause, land is in a residential, business or special uses zone if it is in any of the following zones:
  - (a) Zone R1 General Residential,
  - (b) Zone R2 Low Density Residential,
  - (c) Zone R5 Large Lot Residential,
  - (d) Zone B2 Local Centre,
  - (e) Zone B6 Enterprise Corridor,
  - (f) Zone SP1 Special Activities,
  - (g) Zone SP2 Infrastructure,
  - (h) Zone SP3 Tourist.

#### **4.2 Rural subdivision**

- (1) The objective of this clause is to provide flexibility in the application of standards for subdivision in rural zones to allow land owners a greater chance to achieve the objectives for development in the relevant zone.
- (2) This clause applies to the following rural zones:
  - (a) Zone RU1 Primary Production,
  - (b) Zone RU2 Rural Landscape,
  - (baa) Zone RU3 Forestry,
  - (c) Zone RU4 Primary Production Small Lots,
  - (d) Zone RU6 Transition.

**Note.** When this Plan was made, it did not include Zone RU2 Rural Landscape, Zone RU4 Primary Production Small Lots or Zone RU6 Transition.

- (3) Land in a zone to which this clause applies may, with development consent, be subdivided for the purpose of primary production 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.
- (4) However, such a lot cannot be created if an existing dwelling would, as the result of the subdivision, be situated on the lot.
- (5) A dwelling cannot be erected on such a lot.

**Note.** A dwelling includes a rural worker's dwelling (see definition of that term in the Dictionary).

#### 4.2A Erection of dwelling houses on land in certain rural and environmental protection zones

- (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 environmental protection zones.
- (2) This clause applies to land in the following zones:
  - (a) Zone RU1 Primary Production,
  - (b) Zone E3 Environmental Management.
- (3) Development consent must not be granted for the erection of a dwelling house on land in a zone to which this clause applies, and on which there is no existing dwelling house, unless the land is:
  - (a) A lot that is at least the minimum lot size specified for that land by the Lot Size Map, or
  - (b) A lot created under an environmental planning instrument before this Plan commenced and on which the erection of a dwelling house was permissible immediately before that commencement, or
  - (c) 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) An existing holding.

**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. Land in Zone RU1 Primary Production cannot be subdivided to create a lot that is less than the minimum lot size for the purpose of residential accommodation (see clause 4.2C).

- (4) Land ceases to be an existing holding for the purposes of subclause (3) (d) if an application for development consent referred to in that subclause is not made in relation to that land within 12 months after the commencement of this Plan.
- (5) Despite subclause (3), development consent may be granted for the erection of a dwelling house on land to which this clause applies if:
  - (a) 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, or
  - (b) The land would have been a lot or a holding referred to in subclause (3) 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.
- (6) In this clause:

**existing holding** means land that:

  - (a) Was a holding on 5 January 1990, 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 5 January 1990, and includes any other land adjoining that land acquired by the owner since 5 January 1990.

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

**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 5 January 1990.

#### **4.2B Rural workers' dwellings**

- (1) The objective of this clause is to ensure the provision of adequate accommodation for permanent or temporary employees of existing agricultural or rural industries.
- (2) This clause applies to land in Zone RU1 Primary Production.
- (3) Development consent must not be granted to development for the purposes of a rural worker's dwelling on land to which this clause applies, unless:
  - (a) the dwelling is or is proposed to be located on the same lot as an existing lawfully erected dwelling house, and
  - (b) the consent authority is satisfied that:
    - (i) the development will not impair the use of the land for agricultural or rural industries, and
    - (ii) the agricultural or rural industry being carried out on the land has a demonstrated capacity to support the ongoing employment of rural workers, and
    - (iii) the development is necessary considering the nature of the agricultural or rural industry land use lawfully occurring on the land or as a result of the remote or isolated location of the land.

#### **4.2C Exceptions to minimum lot sizes for certain rural subdivisions**

- (1) The objective of this clause is to enable the subdivision of land in rural areas to create lots of an appropriate size to meet the needs of current permissible uses other than residential accommodation.
- (2) This clause applies to land in Zone RU1 Primary Production.
- (3) Land to which this clause applies may, with development consent, be subdivided 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, if the consent authority is satisfied that the use of the land after the subdivision will be the same use (other than residential accommodation) permitted under the existing development consent for the land.
- (4) Development consent must not be granted for the subdivision of land to which this clause applies unless the consent authority is satisfied that:
  - (a) the subdivision will not adversely affect the use of the surrounding land for agriculture, and
  - (b) the subdivision is necessary for the ongoing operation of the permissible use, and
  - (c) the subdivision will not increase rural land use conflict in the locality, and
  - (d) the subdivision is appropriate having regard to the natural and physical constraints affecting the land.

#### **4.2D Boundary adjustments in Zones RU1 and E3**

- (1) The objective of this clause is to facilitate boundary adjustments between lots where one or more of the lots created do not meet the minimum lot size shown on the Lot Size Map in relation to the land but the objectives of the relevant zone can be achieved.
- (2) This clause applies to land in the following zones:
  - (a) Zone RU1 Primary Production,
  - (b) Zone E3 Environmental Management.
- (3) Despite clause 4.1, development consent may be granted to subdivide land to which this clause applies by way of a boundary adjustment between adjoining lots where one or more of the lots created by the subdivision do not meet the minimum lot size shown on the Lot Size Map in relation to that land, if the consent authority is satisfied that:
  - (a) the subdivision will not create additional lots, and
  - (b) the number of dwelling houses or opportunities for dwelling houses on each lot after the subdivision will remain the same as before the subdivision, and
  - (c) the potential for land use conflict will not be increased as a result of the subdivision, and
  - (d) if the land is in Zone RU1 Primary Production—the subdivision will not have a significant adverse effect on the agricultural viability of the land, and
  - (e) if the land is in Zone E3 Environmental Management—the subdivision will result in the continued protection and long-term maintenance of the land, and

- (f) the subdivision will not result in any increased bush fire risk to existing buildings.
- (4) In determining a development application for the subdivision of land under this clause, the consent authority must consider the following:
  - (a) the existing uses and approved uses of other land in the vicinity of the subdivision,
  - (b) whether the subdivision is likely to have a significant impact on land uses that are likely to be preferred and the predominant land uses in the vicinity of the development,
  - (c) whether the subdivision is likely to be incompatible with a land use on any adjoining land,
  - (d) whether the subdivision is appropriate having regard to the natural and physical constraints affecting the land,
  - (e) whether the subdivision is likely to have a significant adverse impact on the environmental values of the land.
- (5) This clause does not apply:
  - (a) in relation to the subdivision of lots in a strata plan or community title scheme, or
  - (b) if the subdivision would create a lot that could itself be subdivided in accordance with clause 4.1.

## Appendix B

### State Environmental Planning Policies

- 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 (Affordable Rental Housing) 2009
- State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
- State Environmental Planning Policy (Concurrences and Consents) 2018
- State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
- State Environmental Planning Policy (Exempt and 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 (Primary Production and Rural Development) 2019
- State Environmental Planning Policy (State and Regional Development) 2011
- State Environmental Planning Policy (State Significant Precincts) 2005
- State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
- Deemed State Environmental Planning Policy – Murray Regional Environmental Plan No 2—Riverine Land



Assessment no: 11226127  
Certificate application no: 234 – 2021c  
Applicant ref: EJG:201696

21 October 2020

Glowreys – The Riverina Law Firm  
PO Box 755  
Deniliquin NSW 2731

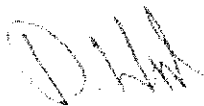
Dear Sir/Madam

**Re: Request for Certificates – Sewerage Diagram**  
**Property: Lot 15 DP 756320 293 Yaloke Road Deniliquin NSW 2710**  
**Owner: Allan Geoffrey Wragge**

Please be advised that the abovementioned property does not have a diagram available for Council's sewer system as it is RU1 Primary Production Land.

Should you require further information, please contact our Engineering department on 1300 087 004.

Yours sincerely



David Wilkinson  
Director Planning & Environment



FOLIO: WAL7011

SEARCH DATE	TIME	EDITION NO	DATE
9/11/2020	12:45 PM	4	16/9/2019

WARNING NOTE: INFORMATION ON THIS REGISTER IS NOT GUARANTEED

TENURE TYPE: CONTINUING

HOLDER(S)

ALLAN GEOFFREY STANHOPE WRAGGE (CN AP523547)

ENCUMBRANCES (1 ENCUMBRANCE)

1 TERM TRANSFER: NIL

NOTATIONS

UNREGISTERED DEALINGS: NIL

ACCESS LICENCE DETAILS

CATEGORY: REGULATED RIVER (GENERAL SECURITY)

SHARE COMPONENT:

SHARE - 0 UNITS  
WATER SOURCE - NEW SOUTH WALES MURRAY REGULATED RIVER WATER SOURCE  
WATER SHARING PLAN - NEW SOUTH WALES MURRAY AND LOWER DARLING REGULATED RIVERS WATER SOURCES 2016

EXTRACTION COMPONENT:

TIMES/RATES/CIRCUMSTANCES - SUBJECT TO THE CONDITIONS OF THE WATER ACCESS LICENCE  
EXTRACTION FROM - RIVER, LAKE OR SURFACE WATER RUNOFF  
EXTRACTION ZONE - THAT PART OF THE WATER SOURCE DOWNSTREAM OF THE RIVER MURRAY AT PICNIC POINT

NOMINATED WORKS:

WORK APPROVAL NUMBER(S) - 50CA502037  
INTERSTATE TAGGING ZONE - NIL

CONDITIONS

LICENCE CONDITIONS FORM A PART OF THIS LICENCE AND AFFECT THE SHARE AND EXTRACTION COMPONENTS. CONDITION STATEMENTS ARE AVAILABLE FROM

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH  
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FOLIO: WAL7011  
-----

PAGE 2

CONDITIONS (CONTINUED)  
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WATERNSW

NOTES  
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A WATER LICENCE INFORMATION SHEET IS AVAILABLE FROM THE WATERNSW WEBSITE WWW.WATERNSW.COM.AU AND SHOULD BE REFERRED TO IN INTERPRETING THIS LICENCE.

WATERNSW PHONE 1300 662 077, EMAIL CUSTOMER.HELPDESK@WATERNSW.COM.AU

LICENCE REFERENCE NUMBER: 50AL502036

PREVIOUS WATER ACT LICENCE NUMBER(S): 50SL075382.

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

201696

PRINTED ON 9/11/2020

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FOLIO: WAL41915

SEARCH DATE	TIME	EDITION NO	DATE
14/10/2020	11:09 AM	3	16/9/2019

WARNING NOTE: INFORMATION ON THIS REGISTER IS NOT GUARANTEED

TENURE TYPE: CONTINUING

HOLDER(S)

ALLAN GEOFFREY STANHOPE WRAGGE (CN AP523547)

ENCUMBRANCES (1 ENCUMBRANCE)

1 TERM TRANSFER: NIL

NOTATIONS

UNREGISTERED DEALINGS: NIL

ACCESS LICENCE DETAILS

CATEGORY: AQUIFER

SHARE COMPONENT:

SHARE - 0 UNITS  
WATER SOURCE - LOWER MURRAY GROUNDWATER SOURCE  
WATER SHARING PLAN - MURRAY ALLUVIAL GROUNDWATER SOURCES 2020

EXTRACTION COMPONENT:

TIMES/RATES/CIRCUMSTANCES - SUBJECT TO THE CONDITIONS OF THE  
WATER ACCESS LICENCE  
EXTRACTION FROM - AQUIFER  
EXTRACTION ZONE - WHOLE WATER SOURCE

NOMINATED WORKS:

WORK APPROVAL NUMBER(S) - 50CA504451  
INTERSTATE TAGGING ZONE - NIL

CONDITIONS

LICENCE CONDITIONS FORM A PART OF THIS LICENCE AND AFFECT THE SHARE  
AND EXTRACTION COMPONENTS. CONDITION STATEMENTS ARE AVAILABLE FROM  
WATERSNSW

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH  
-----

FOLIO: WAL41915  
-----

PAGE 2

NOTES  
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A WATER LICENCE INFORMATION SHEET IS AVAILABLE FROM THE WATERNSW WEBSITE [WWW.WATERNSW.COM.AU](http://WWW.WATERNSW.COM.AU) AND SHOULD BE REFERRED TO IN INTERPRETING THIS LICENCE.

WATERNSW PHONE 1300 662 077, EMAIL [CUSTOMER.HELPDESK@WATERNSW.COM.AU](mailto:CUSTOMER.HELPDESK@WATERNSW.COM.AU)  
LICENCE REFERENCE NUMBER: 50AL513889

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

201696

PRINTED ON 14/10/2020

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Received: 14/10/2020 11:09:34

# NSW Water Register

## Information about a water licence or approval

Use this tool to search for information about water licences and approvals issued under the *Water Act 1912* or *Water Management Act 2000*.

Select the type of licence or approval and enter the licence or approval number:

- **Water access licence (WAL):** a WAL number starts with the letters 'WAL' followed by several numbers; a WAL also has a reference number that starts with a two digit number, followed by 'AL' and then several numbers.
- **1912 water licence:** a water licence number starts with a two digit number, followed by a two letter code and then several numbers. Note: a PT reference number cannot be entered.
- **Approval:** an approval number starts with a two digit number, followed by a two letter code (WA, UA, CA or FW) and then several numbers.

Search for information about either a:

- Water access licence (WAL) issued under the *Water Management Act 2000*
- Water Act 1912* Licences and Authorities
- Approval issued under the *Water Management Act 2000***

Approval Number    50 ▾    CA ▾    504451

**Notes:** The search results will list the conditions imposed on the approval and also list the number/s of any water access licence/s that nominate the water supply works associated with the approval.

This search tool does not include information about controlled activity approvals. Information publicly available from a register of controlled activity approvals is available at our local offices.

Find out if a *Water Act 1912* licence has been converted

- Water licence conversion status

Navigation    Search

Print

## Search Results

Kind of Approval	Issue Date	Expiry Date	Approval Number	Status	Water Source
Water Supply Works And Water Use	01-NOV-2006	31-OCT-2029	50CA504451	Current	Lower Murray Groundwater Source

Work Type	Description	Channel	Status	No. of Works	Location (Lot/DP)
Extraction Works Gw	Bore	300	Active	1	Lot PT15, DP 756320

Use Purpose(s)	Location(s)
Irrigation	Lot PT15, DP 756320

Water Access Licences Nominating these Works

Reference Number	WAL Number

1 of 1

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- **1912 water licence:** a water licence number starts with a two digit number, followed by a two letter code and then several numbers. Note: a PT reference number cannot be entered.
- **Approval:** an approval number starts with a two digit number, followed by a two letter code (WA, UA, CA or FW) and then several numbers.

Search for information about either a:

- Water access licence (WAL) issued under the *Water Management Act 2000*
- Water Act 1912* Licences and Authorities

**Approval issued under the *Water Management Act 2000***

Approval Number    50 ▼    CA ▼    502037

**Notes:** The search results will list the conditions imposed on the approval and also list the number/s of any water access licence/s that nominate the water supply works associated with the approval.

This search tool does not include information about controlled activity approvals. Information publicly available from a register of controlled activity approvals is available at our local offices.

Find out if a *Water Act 1912* licence has been converted

- Water licence conversion status

Previous

Search

Print

## Search Results

Kind or Approval	Issue Date	Expiry Date	Approval Number	Status	Water Source
Water Supply Works And Water Use	01-JUL-2004	30-JUN-2027	50CA502037	Current	New South Wales Murray Regulated River Water Source

Work Type	Construction	Discharge	Status	No of Works	Location (Lot/DP)
Diversion Works - Pumps	300mm Centrifugal Pump	NA	Active	1	Lot 1, DP 538359

Water Supply Works

Location

Irrigation

Lot 1, DP 538359

Water Access Licence (WAL) number: 50AL502036

Reference number:

WAL Number:

50AL502036

7011

Conditions

## Plan Conditions

Water sharing plan

Water Access Licence (WAL) number: 50AL502036

### Take of water

MW0655-00001 Any water supply work authorised by this approval must take water in compliance with the conditions of the access licence under which water is being taken.

MW2452-00001 Water must be taken through metering equipment that meets the following requirements:  
 A. the metering equipment must accurately measure and record the flow of all water taken through the water supply work authorised by this approval,  
 B. the metering equipment must comply with the Australian Standard AS 4747: 'Meters for non-urban supply', as may be updated from time to time,  
 C. the metering equipment must be sited and installed at a place in the pipe, channel or conduit between the water source and the first discharge outlet. There must be no flow of water into or out of the pipe, channel or conduit between the water source and the metering equipment, and  
 D. the metering equipment must be operated and maintained in a proper and efficient manner at all times.

### Water management works

MW3192-00001 Where government-provided metering equipment has been installed on a water supply work(s) authorised by this approval, any water taken using the work(s) must be taken through this approved metering equipment.

MW0491-00001 When a water supply work authorised by this approval is to be abandoned or replaced, the approval holder must contact the relevant licensor in writing to verify whether the work must be decommissioned.

The work is to be decommissioned, unless the approval holder receives notice from the Minister not to do so.

Within sixty (60) days of decommissioning, the approval holder must notify the relevant licensor in writing that the work has been decommissioned.

### Monitoring and recording

MW2338-00001 The completed logbook must be retained for five (5) years from the last date recorded in the logbook.

MW2336-00001 The purpose or purposes for which water is taken, as well as details of the type of crop, area cropped, and dates of planting and harvesting, must be recorded in the logbook each time water is taken.

MW2337-00001 The following information must be recorded in the logbook for each period of time that water is taken:  
 A. date, volume of water, start and end time when water was taken as well as the pump capacity per unit of time, and  
 B. the access licence number under which the water is taken, and  
 C. the approval number under which the water is taken, and  
 D. the volume of water taken for domestic consumption and/or stock watering.

MW2339-00001 A logbook must be kept, unless the work is metered and fitted with a data logger. The logbook must be produced for inspection when requested by the relevant licensor.

MW0482- Where a water meter is installed on a water supply work authorised by this approval, the meter



00001

reading must be recorded in the logbook before taking water. This reading must be recorded every time water is to be taken.

**Reporting**MW0051-  
00001

Once the approval holder becomes aware of a breach of any condition on this approval, the approval holder must notify the Minister as soon as practicable. The Minister must be notified by:

A. email: [water.enquiries@dpi.nsw.gov.au](mailto:water.enquiries@dpi.nsw.gov.au),  
or  
B. telephone: 1800 353 104. Any notification by telephone must also be confirmed in writing within seven (7) business days of the telephone call.

**Other Conditions**

NIL

**Disclaimer:** WaterNSW is making the information available on the understanding that it does not warrant that the information is suitable for any intended use. In using the information supplied, the user acknowledges that they are responsible for any deductions or conclusions arrived at from interpretation of the data.

**Privacy:** The information provided is limited to meet the requirements of section 57 of the *Privacy and Personal Information Act 1998*.

**Exporting and printing:** Search results show a maximum of 50 rows per page. Search results can only be printed page by page.

**More information:** Should you require further information or technical assistance, please submit your request to [water.enquiries@waterNSW.com.au](mailto:water.enquiries@waterNSW.com.au) or contact 1300 662 077

## Glowreys

Est. 3 Wraque 3

**From:** Peata Smith <peata.smith@lls.nsw.gov.au>  
**Sent:** Monday, 2 November 2020 9:08 AM  
**To:** 'Glowreys'  
**Subject:** AH Certificate - Your ref - EJG:201696      Our ref- 111028536  
**Attachments:** AH Certificate - 111028536 - TULLA PASTORAL CO & AGS.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](mailto:peata.smith@lls.nsw.gov.au)  
w: [www.lls.nsw.gov.au](http://www.lls.nsw.gov.au) | t: 1300 795 299

**Please rate us on our service via [rateitnow.com/murrayllsregion](https://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:201696  
LLS Holding Ref: 111028536

**Owner(s):** ALLAN GEOFFREY STANHOPE WRAGGE  
**Property Description:** YALOKE, PART CARMARTHEN & TARANA  
**Parish:** BRASSI; **County:** TOWNSEND **Lot / DP:** 538359/1;538359/2;1116649/172;756320/15;538359/3;126242  
PURDANIMA; YALOKE  
YALOKE 5/2

**Property Identification Code:** NI200420

**Purchaser:**

**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. Seab* Position: District Veterinarian Date: 30/10/2020

Location: 449 Charlotte Street, Deniliquin NSW 2710 Phone: 03 5881 9900

## Glowreys

---

**From:** Norma Cookson <norma.cookson@murrayirrigation.com.au>  
**Sent:** Wednesday, 21 October 2020 12:22 PM  
**To:** legal@glowreys.com.au  
**Subject:** D292 WRAGGE, AGS - Information Enquiry Report  
**Attachments:** Account statement D292.pdf; December 19 quarter invoice D292.pdf; Information Enquiry Report Cover Letter D292.pdf; Information enquiry report D292.pdf; June 20 quarter invoice D292.pdf; March 20 quarter invoice D292.pdf; September 20 quarter invoice D292.pdf; Tax invoice D292.pdf; Water allocation report D292.pdf

**Norma Cookson**  
*Records Administrator/Permanent Trade Officer*



**Murray Irrigation**

443 Charlotte Street Deniliquin NSW 2710  
T. 1300 138 265 F. 03 5898 3301  
[murrayirrigation.com.au](http://murrayirrigation.com.au)



**Murray Irrigation**

Our Ref: NC:D292:24240

Your Ref: EJG:201696

Wednesday, 21 October 2020

Glowreys  
185 Cressy Street  
DENILQUIN NSW 2710

Dear Ed,

**Information Enquiry : WRAGGE, AGS**

I enclose the information you requested regarding Water Entitlements Holding D292.

As at statement date the balance of consolidated account is \$14,439.37.

This landholding does have a current version entitlements contract on file.

If you have any queries please do not hesitate to contact Water Trade via Customer Support on 1300 138 265.

Yours Sincerely,

**Norma Cookson**  
**Records Administrator/Permanent Trade Officer**

Contact: Water Trade, T. 1300 138 265 E. [register@murrayirrigation.com.au](mailto:register@murrayirrigation.com.au)

Encl. Account statement

Water Allocation Report

Information Enquiry Report

Quarter Account invoices issued



# Murray Irrigation Limited

ABN 23 067 197 933

Registered Office:  
443 Charlotte Street DENILIQUIN NSW 2710  
PO Box 528 DENILIQUIN NSW 2710  
T. 1300 138 265 F. 03 5898 3301  
www.murrayirrigation.com.au

AGS WRAGGE  
"YALOKE"  
2395 WAKOOL ROAD  
DENILIQUIN NSW 2710

Statement Date:  
21-OCT-2020

## REMITTANCE ADVICE

## STATEMENT

Account: 1002518

Account: 1002518

Date	Doc #	Reference	Type	Amount	Reference	Amount	Pay
16-JUN-2020	2135246	APR 20 INTEREST	IN	90.62	2135246	90.62	<input type="checkbox"/>
16-JUN-2020	2135444	MAY 20 INTEREST	IN	93.71	2135444	93.71	<input type="checkbox"/>
09-OCT-2020	2139010	SEP 20 QTR	IN	14,255.04	2139010	14,255.04	<input type="checkbox"/>

Bank details for direct deposit: BSB 062 533, Account 10117736, Ref: 1002518

Amount Paid \$

90+ days	60 days	30 days	Current	Future	Total Due
184.33	0.00	0.00	14,255.04	0.00	14,439.37

1002518



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TAX INVOICE

Account Number  
**1002518**

AGS WRAGGE  
"YALOKE"  
2395 WAKOOL ROAD  
DENILIKUIN NSW 2710

Invoice No: 2129690	Invoice Ref: DEC 19 QTR	Sales Order: 317458	Invoice Date: 20 Jan 2020		
Item Code	Item Description	Ordered	UOM	Unit Price	Line Total
	<i>D292 - WRAGGE, ALLAN GEOFFREY STANHOPE &amp; RUTH LOUISE</i>				
	<i>QUARTERLY INSTALMENT</i>				
LH-AFEE-IRR	Landholding access fee	1.00	LH	316.25	316.25
OUT-XL-IRR	X-Large Irrigation Outlet Fee	4.00	EACH	298.00	1,192.00
OUT-SD-IRR	Irrigation S&D Outlet Fee	4.00	EACH	111.50	446.00
DE-FEE	Delivery Entitlement Fee	1553.00	DE	1.75	2,717.75
DE-FEE-AMRR	Delivery Entitlement Fee-AMRR	1553.00	EACH	1.22	1,894.66
WE-FEE-C	Govt Charge Recovery GS	1000.00	WE	1.52	1,520.00
WE-FEE-CONVEY	Gov Charge Recovery Conveyance	1000.00	WE	0.3425	342.50
LWMP-FIX-D1	LWMP Drainage Entitlement Fee	1553.00	DE	0.00	0.00
	<i>Usage this qtr:OML;Year to date:OML;</i>				
ACC-CHG	Account admin fee (GST supply)	1.00	EACH	55.75	55.75

Enquiries: Quote Account 1002518

Call: 1300 138 265  
Visit: 443 Charlotte Street, Deniliquin

Date Due:  
**12 Mar 2020**

Ex Tax:	8,484.91
GST:	5.58
<b>Invoice Total:</b>	<b>\$8,490.49</b>

Remittance for Payment of Account 1002518

Date Due: 12/03/2020  
Invoice No: 2129690

Payment Options

**Direct Debit:**  
Reference: 1002518  
CBA Deniliquin BSB: 062 533  
Account No. 10117736

**Credit Card:**  
In person or call 1300 138 265.  
Payments over \$200 will incur a  
0.9% surcharge.

**Cheque:**  
In person, by mail or directly into a CBA branch.  
Made payable to Murray Irrigation.

**BPAY® Telephone & Internet Banking:**  
Contact your bank, credit union or building  
society to make this payment from your  
cheque, savings or credit card account.  
More info: www.bpay.com.au





## Enquiry Information

Murray Irrigation confirms that its records indicate the following information as at 21 October 2020 :

Information provided relating to

Landholding Reference Number: D292  
 Shareholding Reference: 4007724  
 Water Entitlements Holding: 6012520  
 Delivery Entitlements Holding: 9103915

### (A) LIABILITY STATEMENT

Accruing Charges for Season 2020/21 :

Fixed Charges from 01 July 2020 - 1553 Delivery Entitlements			
@ \$12.130 per Delivery Entitlement		\$	18837.89
@ \$ - per Entitlement, Land & water Management		\$	-
Fixed Charges from 01 July 2020 - 1000 Water Entitlements			
@ \$6.220 per Water Entitlement, Government charge		\$	6220.00
@ \$1.400 per Water Entitlement, Conveyance charge		\$	1400.00
Irrigation Landholding	Outlets:		
@ \$1292.83 Landholding access fee	1	\$	1292.83
@ \$914.69 per Large irrigation outlet	2	\$	1829.38
@ \$0.00 per Small irrigation outlet	0	\$	-
@ \$455.81 per Unmetered irrigation outlet	4	\$	1823.24
@ \$1218.22 per Extra Large irrigation outlet	4	\$	4872.88
Tiered usage charges	Usage		
@ \$53.04/ML 0-5ML	5	\$	265.20
@ \$17.83/ML 6-100ML	95	\$	1693.85
@ \$11.30/ML 101+ ML	328	\$	3706.40
	-----		
Total:	428		
LWMP Usage charges:			
@ \$ - ML	428.66	\$	-
Account administration fee of \$ 227.91 p.a GST incl.		\$	227.91
			-----
Total Accruing charges at 21 October 2020		\$	42169.58
Rice administration fee(charged at the end of season,if applicable)		\$	0.00

### (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: 2104

### (E) WATER ENTITLEMENTS

## Enquiry Information

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

Owners Name:  
ALLAN GEOFFREY STANHOPE WRAGGE

Number: 1000  
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. 8011334 CAVEAT MURRAY IRRIGATION LIMITED BK NO AI980155
3. 8015319 MTGE NATIONAL AUSTRALIA BANK LIMITED BK NO

### 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

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

Owners Name:  
ALLAN GEOFFREY STANHOPE WRAGGE

Number of Votes: 4  
Landholding Area: 3369.69  
LWMP Category: D1  
Delivery Entitlements: 1553

### Property Description:

County	Parish	Type	Folio
TOWNSEND	BRASSI	Lot/DP	2/538359
TOWNSEND	PURDANIMA	Lot/DP	15/756320
TOWNSEND	PURDANIMA	Lot/DP	1/538359 ✓
TOWNSEND	PURDANIMA	Lot/DP	3/538359
TOWNSEND	PURDANIMA	Lot/DP	172/1116649

-- End of Property Description

### (G) SUBDIVISION

## Enquiry Information

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

### (H) STRUCTURAL ADJUSTMENT AGREEMENT

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

### (I) NOTICES SERVED

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No notices have been recorded on the Register.

### (J) PERMANENT TRANSFERS

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Murray Irrigation Limited has received the following dealing applications:

Application No:	9020663
Date Received:	14-Oct-2020
From - Landholding:	D292
Entitlements Holding:	6012520
Name:	WRAGGE, AG
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

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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.



Murray Irrigation Limited

ABN 23 087 197 933

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443 Charlotte Street DENILIKUIN NSW 2710
PO Box 528 DENILIKUIN NSW 2710
T. 1300 138 265 F. 03 5898 3301
www.murrayirrigation.com.au

TAX INVOICE

Account Number
1002518

AGS WRAGGE
"YALOKE"
2395 WAKOOL ROAD
DENILIKUIN NSW 2710

Table with columns: Invoice No, Invoice Ref, Sales Order, Invoice Date, Item Code, Item Description, Ordered, UOM, Unit Price, Line Total. Includes items like Landholding access fee, X-Large Irrigation Outlet Fee, etc.

Enquiries: Quote Account 1002518

Call: 1300 138 265
Visit: 443 Charlotte Street, Deniliquin

Date Due:
30 Nov 2020

Summary table with rows: Ex Tax: 14,249.86, GST: 5.18, Invoice Total: \$14,255.04

Remittance for Payment of Account 1002518

Date Due: 30/11/2020

Invoice No: 2139010

Payment Options

Direct Debit:
Reference: 1002518
CBA Deniliquin BSB: 062 533
Account No. 10117736

Credit Card:
In person or call 1300 138 265.
Payments over \$200 will incur a
0.9% surcharge.

Cheque:
In person, by mail or directly into a CBA branch.
Made payable to Murray Irrigation.

BPAY® Telephone & Internet Banking:
Contact your bank, credit union or building
society to make this payment from your
cheque, savings or credit card account.
More info: www.bpay.com.au



**Murray Irrigation Water ordering  
Water Allocation Report for D292**

Date: 21 Oct 2020 12:09

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<b>Water Allocation Account</b>	: D292	<b>Customer Number</b>	: 1002518	<b>Fax</b>	:
<b>Owner</b>	: WRAGGE, ALLAN GEOFFREY STANHOPE & RUTH LOUISE				
<b>Address</b>	: "YALOKE" WAKOOL ROAD DENILIKUIN, NSW, AUSTRALIA 2710				
<b>Phone</b>	: 03 5884 1201	<b>Alt. Phone</b>	:	<b>Fax</b>	:

---

SUMMARY	
Water Entitlement	1000.0
Announced Class C Allocation	26%
Announced Efficiency Alloc	2%
Allocation Remaining	337.2
D.E. Transfer Limit	1196.0
Flow share	4.0
Total Farm Water Balance Limit	13478.8

WATER BALANCE	
Annual Allocation	260.00
Resource Distribution	31.1
Overdraw	0.0
Carry-over from previous year	30.5
Off Allocation Usage	345.6
Net Water Allocation Trade	
Uncleared trades in Available	
Adjustment	
Water Users Credit	21.0
Allocation Total	765.8
Actual Usage	428.7
Estimated Use Since Last Reading	0.0
Estimated Balance Today	337.2
Volume ordered but not delivered	0.0
Allocation Remaining	337.2

DELIVERY ENTITLEMENT	
Delivery Entitlements	1553.0
Net annual trade (cleared)	0.0
Uncleared trades in D.E.	
Total annual delivery entitlements	1553.0
Casual usage billed this YTD	
Casual Use Threshold	1863.6

Murray Irrigation Water ordering  
Water Allocation Report for D292

Date: 21 Oct 2020 12:09

ORDER DETAILS													
Outlet	Lodged By	Date Lodged	Crop	Requested				Delivered/Pending					
				Start Date	Finish Date	Rate	Volume	Start Date	Finish Date	Rate	Volume	Metered	EST
D292/2	Wragge, Allan Geoffrey Stanhope & Ruth Louise	18:49 23.07.2020	Annual Pasture	07:00 26.07.2020	19:00 29.07.2020	20.0	70.0	07:00 26.07.2020	19:00 27.07.2020	16.0	0.0		EST
											24.0	18.9	ACT
	Wragge, Allan Geoffrey Stanhope & Ruth Louise	18:49 23.07.2020	Annual Pasture	07:00 30.07.2020	19:00 02.08.2020	20.0	70.0	Cancelled					
	Wragge, Allan Geoffrey Stanhope & Ruth Louise	15:53 24.08.2020	Storage	07:00 25.08.2020	07:00 01.09.2020	20.0	140.0	07:00 25.08.2020	07:00 01.09.2020	20.0	140.0	135.2	ACT
	Wragge, Allan Geoffrey Stanhope & Ruth Louise	18:41 27.07.2020	Annual Pasture	07:00 26.08.2020	07:00 28.08.2020	16.0	32.0	Cancelled					
D292/3	Wragge, Allan Geoffrey Stanhope & Ruth Louise	20:06 23.07.2020	Annual Pasture	07:00 26.07.2020	19:00 29.07.2020	20.0	70.0	Cancelled					
	Wragge, Allan Geoffrey Stanhope & Ruth Louise	20:06 23.07.2020	Annual Pasture	07:00 30.07.2020	19:00 02.08.2020	20.0	70.0	Cancelled					
D292/5	Wragge, Allan Geoffrey Stanhope & Ruth Louise	18:50 23.07.2020	Annual Pasture	07:00 26.07.2020	19:00 29.07.2020	20.0	70.0	Cancelled					
	Wragge, Allan Geoffrey Stanhope & Ruth Louise	18:50 23.07.2020	Annual Pasture	07:00 30.07.2020	19:00 02.08.2020	20.0	70.0	Cancelled					

**Murray Irrigation Water ordering  
Water Allocation Report for D292**

Date: 21 Oct 2020 12:09

	Wragge, Allan Geoffrey Stanhope & Ruth Louise	15:54 24.08.2020	Storage	07:00 25.08.2020	07:00 01.09.2020	20.0	140.0	07:00 25.08.2020	07:00 26.08.2020	20.0	20.0	19.8	ACT
			Storage					07:00 26.08.2020	07:00 01.09.2020	10.0	60.0	58.1	ACT
	Wragge, Allan Geoffrey Stanhope & Ruth Louise	17:33 25.08.2020	Storage	07:00 01.09.2020	07:00 07.09.2020	10.0	80.0	Cancelled					
D292/6	Wragge, Allan Geoffrey Stanhope & Ruth Louise	18:51 23.07.2020	Annual Pasture	07:00 26.07.2020	19:00 29.07.2020	20.0	70.0	Cancelled					
	Wragge, Allan Geoffrey Stanhope & Ruth Louise	18:51 27.07.2020	Winter Crops	19:00 29.07.2020	19:00 08.08.2020	20.0	200.0	Cancelled					
	Wragge, Allan Geoffrey Stanhope & Ruth Louise	18:51 23.07.2020	Annual Pasture	07:00 30.07.2020	19:00 02.08.2020	20.0	70.0	Cancelled					
	Wragge, Allan Geoffrey Stanhope & Ruth Louise	18:51 27.07.2020	Winter Crops	07:00 30.07.2020	07:00 09.08.2020	20.0	200.0	Cancelled					
	Wragge, Allan Geoffrey Stanhope & Ruth Louise	18:51 27.07.2020	Winter Crops	07:00 30.07.2020	07:00 09.08.2020	20.0	200.0	07:00 30.07.2020	07:00 03.08.2020	20.0	80.0	75.1	ACT
	Wragge, Allan Geoffrey Stanhope & Ruth Louise	18:51 27.07.2020	Winter Crops	07:00 03.08.2020	07:00 13.08.2020	20.0	200.0	Cancelled					

**Murray Irrigation Water ordering  
Water Allocation Report for D292**

Date: 21 Oct 2020 12:09

Wragge, Alan Geoffrey Stanhope & Ruth Louise	15:54 24.08.2020	Storage	07:00 25.08.2020	07:00 01.09.2020	20.0	140.0	07:00 25.08.2020	07:00 01.09.2020	20.0	140.0	113.8	ACT
---	------------------	---------	------------------	------------------	------	-------	------------------	------------------	------	-------	-------	-----

Estimated Consumption since last reading is 0.0

METER READINGS						
Outlet	Type	Max Flow	Reading	Date	Usage	Running Total
D292/2	FLUMEGA TE	20.0	0.0	00:00 29.06.2020	0.0	0.0
			0.0	07:30 06.07.2020	0.0	0.0
			0.0	07:30 13.07.2020	0.0	0.0
			0.0	07:30 20.07.2020	0.0	0.0
			0.2	07:30 26.07.2020	0.2	0.2
			12.2	07:30 27.07.2020	12.0	12.2
			18.9	07:30 28.07.2020	6.6	18.9
			18.9	07:30 10.08.2020	0.0	18.9
			18.9	07:30 17.08.2020	0.0	18.9
			19.2	07:30 25.08.2020	0.3	19.2
			33.4	07:30 26.08.2020	14.2	33.4
			53.5	07:30 27.08.2020	20.0	53.5
			73.5	07:30 28.08.2020	20.1	73.5
			134.1	07:30 31.08.2020	60.6	134.1
			154.0	10:30 01.09.2020	19.9	154.0
			154.0	07:30 07.09.2020	0.0	154.0
			154.0	07:30 14.09.2020	0.0	154.0
			154.0	07:30 21.09.2020	0.0	154.0
			154.0	07:30 30.09.2020	0.0	154.0
			154.0	07:30 06.10.2020	0.0	154.0
			154.0	07:30 12.10.2020	0.0	154.0
			154.0	07:30 19.10.2020	0.0	154.0
D292/3	FLUMEGA TE	25.0	0.0	00:00 29.06.2020	0.0	0.0
			0.0	07:30 06.07.2020	0.0	0.0
			0.0	07:30 13.07.2020	0.0	0.0
			0.0	07:30 20.07.2020	0.0	0.0
			0.0	07:30 27.07.2020	0.0	0.0
			0.0	07:30 28.07.2020	0.0	0.0
			0.0	07:30 10.08.2020	0.0	0.0
			0.0	07:30 17.08.2020	0.0	0.0



Murray Irrigation Water ordering  
Water Allocation Report for D292

Date: 21 Oct 2020 12:09

Outlet	Type	Max Flow	Reading	Date	Usage	Running Total
			0.0	07:30 31.08.2020	0.0	0.0
			0.0	07:30 07.09.2020	0.0	0.0
			0.0	07:30 14.09.2020	0.0	0.0
			0.0	07:30 21.09.2020	0.0	0.0
			0.0	07:30 30.09.2020	0.0	0.0
			0.0	07:30 06.10.2020	0.0	0.0
			0.0	07:30 12.10.2020	0.0	0.0
			0.0	07:30 19.10.2020	0.0	0.0
D292/5	SLIPMETER	26.0	0.0	00:00 29.06.2020	0.0	0.0
			0.0	07:30 06.07.2020	0.0	0.0
			0.0	07:30 13.07.2020	0.0	0.0
			0.0	07:30 20.07.2020	0.0	0.0
			0.0	07:30 27.07.2020	0.0	0.0
			0.0	07:30 28.07.2020	0.0	0.0
			0.0	07:30 10.08.2020	0.0	0.0
			0.0	07:30 17.08.2020	0.0	0.0
			0.3	07:30 25.08.2020	0.3	0.3
			20.0	07:30 26.08.2020	19.7	20.0
			29.9	07:30 27.08.2020	9.9	29.9
			39.1	07:30 28.08.2020	9.2	39.1
			68.0	07:30 31.08.2020	28.9	68.0
			77.9	10:30 01.09.2020	9.9	77.9
			77.9	07:30 07.09.2020	0.0	77.9
			77.9	07:30 14.09.2020	0.0	77.9
			78.0	07:30 17.09.2020	0.0	77.9
			78.0	07:30 21.09.2020	0.0	77.9
			78.0	07:30 30.09.2020	0.0	77.9
			78.0	07:30 06.10.2020	0.0	77.9
			78.0	07:30 12.10.2020	0.0	77.9
			78.0	07:30 19.10.2020	0.0	77.9
D292/6	SLIPMETER	25.0	0.0	00:00 29.06.2020	0.0	0.0
			0.0	07:30 06.07.2020	0.0	0.0
			0.0	07:30 13.07.2020	0.0	0.0
			0.0	07:30 20.07.2020	0.0	0.0
			0.0	07:30 27.07.2020	0.0	0.0
			0.0	07:30 28.07.2020	0.0	0.0
			0.2	07:30 30.07.2020	0.2	0.2

METER CREEP

**Murray Irrigation Water ordering  
Water Allocation Report for D292**

Date: 21 Oct 2020 12:09

Outlet	Type	Max Flow	Reading	Date	Usage	Running Total	
			3.1	07:30 31.07.2020	18.0	18.2	ESTIMATION
			36.8	07:30 03.08.2020	56.9	75.1	ESTIMATION
			36.8	07:30 10.08.2020	0.0	75.1	
			36.8	07:30 17.08.2020	0.0	75.1	
			36.9	07:30 25.08.2020	0.1	75.2	
			54.8	07:30 26.08.2020	17.9	93.0	
			67.0	07:30 27.08.2020	18.0	111.0	ESTIMATION
			144.7	10:30 01.09.2020	77.7	188.7	
			144.7	07:30 07.09.2020	0.0	188.7	
			144.7	07:30 14.09.2020	0.0	188.7	
			144.7	07:30 21.09.2020	0.0	188.7	
			144.7	07:30 30.09.2020	0.0	188.7	
			144.7	07:30 06.10.2020	0.0	188.7	
			144.7	07:30 12.10.2020	0.0	188.7	
			144.7	07:30 19.10.2020	0.0	188.7	

Outlet	Type	Reading	Date Effective	Deemed Usage	Running Total
D292/P1	PPU		16:13 25.06.2020	2.0	2.0
D292/P2	PPU		16:13 25.06.2020	2.0	4.0
D292/P3	PPU		16:13 25.06.2020	2.0	6.0
D292/P4	PPU		16:13 25.06.2020	2.0	8.0

Actual Consumption to date is 428.7

CROPS			
Type	Metered Usage (ML)	Estimated Usage (ML)	Total Usage (ML)
Annual Pasture	18.9	0.0	18.9
Storage	326.7	0.0	326.7
Winter Crops	75.1	0.0	75.1
<b>Total</b>	<b>420.7</b>	<b>0.0</b>	<b>420.7</b>

CROP USAGE BY OUTLET				
Outlet	Crop	Metered Usage (ML)	Estimated Usage (ML)	Total Usage (ML)
D292/2	Annual Pasture	18.9	0.0	18.9
	Storage	135.2	0.0	135.2
D292/5	Storage	77.9	0.0	77.9
D292/6	Storage	113.6	0.0	113.6
	Winter Crops	75.1	0.0	75.1

**Murray Irrigation Water ordering  
Water Allocation Report for D292**

Date: 21 Oct 2020 12:09

<b>Total</b>	420.7	0.0	420.7
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<b>Parties</b>			
<b>Role</b>	<b>User No.</b>	<b>Name</b>	<b>Address</b>
Owner, Sp Operator	200542	WRAGGE, ALLAN GEOFFREY STANHOPE & RUTH LOUISE	"YALOKE" WAKOOL ROAD DENILIKUIN, NSW, AUSTRALIA 2710



# Murray Irrigation Limited

ABN 23 067 197 933

Registered Office:  
443 Charlotte Street DENILQUIN NSW 2710  
PO Box 528 DENILQUIN NSW 2710  
T. 1300 138 265 F. 03 5898 3301  
www.murrayirrigation.com.au

## TAX INVOICE

Account Number  
**1002518**

AGS WRAGGE  
"YALOKE"  
2395 WAKOOL ROAD  
DENILQUIN NSW 2710

Invoice No: 2129690	Invoice Ref: DEC 19 QTR	Sales Order: 317458	Invoice Date: 20 Jan 2020			
Item Code	Item Description	Ordered	UOM	Unit Price	Line Total	
	<i>D292 - WRAGGE, ALLAN GEOFFREY STANHOPE &amp; RUTH LOUISE</i>					
	<i>QUARTERLY INSTALMENT</i>					
LH-AFEE-IRR	Landholding access fee	1.00	LH	316.25	316.25	
OUT-XL-IRR	X-Large Irrigation Outlet Fee	4.00	EACH	298.00	1,192.00	
OUT-SD-IRR	Irrigation S&D Outlet Fee	4.00	EACH	111.50	446.00	
DE-FEE	Delivery Entitlement Fee	1553.00	DE	1.75	2,717.75	
DE-FEE-AMRR	Delivery Entitlement Fee-AMRR	1553.00	EACH	1.22	1,894.66	
WE-FEE-C	Govt Charge Recovery GS	1000.00	WE	1.52	1,520.00	
WE-FEE-CONVEY	Gov Charge Recovery Conveyance	1000.00	WE	0.3425	342.50	
LWMP-FIX-D1	LWMP Drainage Entitlement Fee	1553.00	DE	0.00	0.00	
	<i>Usage this qtr:0ML;Year to date:0ML;</i>					
	-----					
ACC-CHG	Account admin fee (GST supply)	1.00	EACH	55.75	55.75	
<b>Enquiries: Quote Account 1002518</b>				<b>Date Due:</b>	<b>Ex Tax:</b>	<b>8,484.91</b>
Call: 1300 138 265				<b>12 Mar 2020</b>	<b>GST:</b>	<b>5.58</b>
Visit: 443 Charlotte Street, Denilquin					<b>Invoice Total:</b>	<b>\$8,490.49</b>

### Remittance for Payment of Account 1002518

Date Due: 12/03/2020

Invoice No: 2129690

#### Payment Options

##### Direct Debit:

Reference: 1002518  
CBA Denilquin BSB: 062 533  
Account No. 10117736

##### Credit Card:

In person or call 1300 138 265.  
Payments over \$200 will incur a  
0.9% surcharge.

##### Cheque:

In person, by mail or directly into a CBA branch.  
Made payable to Murray Irrigation.

##### BPAY® Telephone & Internet Banking:

Contact your bank, credit union or building  
society to make this payment from your  
cheque, savings or credit card account.  
More info: www.bpay.com.au



## Enquiry Information

Murray Irrigation confirms that its records indicate the following information as at 21 October 2020 :

Information provided relating to

Landholding Reference Number: D292  
 Shareholding Reference: 4007724  
 Water Entitlements Holding: 6012520  
 Delivery Entitlements Holding: 9103915

### (A) LIABILITY STATEMENT

Accruing Charges for Season 2020/21 :

Fixed Charges from 01 July 2020 - 1553 Delivery Entitlements		\$	18837.89
@ \$12.130 per Delivery Entitlement		\$	-
@ \$ - per Entitlement, Land & water Management		\$	-
Fixed Charges from 01 July 2020 - 1000 Water Entitlements		\$	6220.00
@ \$6.220 per Water Entitlement, Government charge		\$	1400.00
@ \$1.400 per Water Entitlement, Conveyance charge		\$	-
Irrigation Landholding	Outlets:		
@ \$1292.83 Landholding access fee	1	\$	1292.83
@ \$914.69 per Large irrigation outlet	2	\$	1829.38
@ \$0.00 per Small irrigation outlet	0	\$	-
@ \$455.81 per Unmetered irrigation outlet	4	\$	1823.24
@ \$1218.22 per Extra Large irrigation outlet	4	\$	4872.88
Tiered usage charges	Usage		
@ \$53.04/ML 0-5ML	5	\$	265.20
@ \$17.83/ML 6-100ML	95	\$	1693.85
@ \$11.30/ML 101+ ML	328	\$	3706.40
Total:	428		
LWMP Usage charges:			
@ \$ - ML	428.66	\$	-
Account administration fee of \$ 227.91 p.a GST incl.		\$	227.91
Total Accruing charges at 21 October 2020		\$	42169.58
Rice administration fee(charged at the end of season,if applicable)		\$	0.00

### (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: 2104

### (E) WATER ENTITLEMENTS

## Enquiry Information

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

Owners Name:  
ALLAN GEOFFREY STANHOPE WRAGGE

Number: 1000  
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. 8011334 CAVEAT MURRAY IRRIGATION LIMITED BK NO A1980155
3. 8015319 MTGE NATIONAL AUSTRALIA BANK LIMITED BK NO

### 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

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

Owners Name:  
ALLAN GEOFFREY STANHOPE WRAGGE

Number of Votes: 4  
Landholding Area: 3369.69  
LWMP Category: D1  
Delivery Entitlements: 1553

### Property Description:

County	Parish	Type	Folio
TOWNSEND	BRASSI	Lot/DP	2/538359
TOWNSEND	PURDANIMA	Lot/DP	15/756320
TOWNSEND	PURDANIMA	Lot/DP	1/538359
TOWNSEND	PURDANIMA	Lot/DP	3/538359
TOWNSEND	PURDANIMA	Lot/DP	172/1116649

-- End of Property Description

### (G) SUBDIVISION

## Enquiry Information

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

### (H) STRUCTURAL ADJUSTMENT AGREEMENT

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

### (I) NOTICES SERVED

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No notices have been recorded on the Register.

### (J) PERMANENT TRANSFERS

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Murray Irrigation Limited has received the following dealing applications:

Application No:	9020663
Date Received:	14-Oct-2020
From - Landholding:	D292
Entitlements Holding:	6012520
Name:	WRAGGE, AG
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

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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.



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# TAX INVOICE

Account Number  
**1002518**

AGS WRAGGE  
"YALOKE"  
2395 WAKOOL ROAD  
DENILQUIN NSW 2710

Invoice No: 2132381	Invoice Ref: MAR 20 QTR	Sales Order: 320218	Invoice Date: 31 Mar 2020		
Item Code	Item Description	Ordered	UOM	Unit Price	Line Total
	<i>D292 - WRAGGE, ALLAN GEOFFREY STANHOPE &amp; RUTH LOUISE</i>				
	<i>QUARTERLY INSTALMENT</i>				
LH-AFEE-IRR	Landholding access fee	1.00	LH	316.25	316.25
OUT-XL-IRR	X-Large Irrigation Outlet Fee	4.00	EACH	298.00	1,192.00
OUT-SD-IRR	Irrigation S&D Outlet Fee	4.00	EACH	111.50	446.00
DE-FEE	Delivery Entitlement Fee	1553.00	DE	1.75	2,717.75
DE-FEE-AMRR	Delivery Entitlement Fee-AMRR	1553.00	EACH	1.22	1,894.66
WE-FEE-C	Govt Charge Recovery GS	1000.00	WE	1.52	1,520.00
WE-FEE-CONVEY	Gov Charge Recovery Conveyance	1000.00	WE	0.34	340.00
	<i>Usage this qtr:OML;Year to date:OML;</i>				
ACC-CHG	Account admin fee (GST supply)	1.00	EACH	55.75	55.75

**Enquiries: Quote Account 1002518**

Call: 1300 138 265  
Visit: 443 Charlotte Street, Denilquin

**Date Due:**  
**22 May 2020**

<b>Ex Tax:</b>	8,482.41
<b>GST:</b>	5.58
<b>Invoice Total:</b>	<b>\$8,487.99</b>

**Remittance for Payment of Account 1002518**

**Date Due: 22/05/2020**

**Invoice No: 2132381**

**Payment Options**

**Direct Debit:**  
Reference: 1002518  
CBA Denilquin BSB: 062 533  
Account No. 10117736

**Credit Card:**  
In person or call 1300 138 265.  
Payments over \$200 will incur a  
0.9% surcharge.

**Cheque:**  
In person, by mail or directly into a CBA branch.  
Made payable to Murray Irrigation.

**BPAY® Telephone & Internet Banking:**  
Contact your bank, credit union or building  
society to make this payment from your  
cheque, savings or credit card account.  
More info: www.bpay.com.au







**Murray Irrigation Limited**

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www.murrayirrigation.com.au

# TAX INVOICE

Account Number  
**1002518**

AGS WRAGGE  
"YALOKE"  
2395 WAKOOL ROAD  
DENILQUIN NSW 2710

Item Code	Item Description	Ordered	UOM	Unit Price	Line Total
MCINFB	INFORMATION ENQUIRY BASIC <i>D292 Information Enquiry Report - Glowreys</i>	1.00	EACH	50.91	50.91
<b>Enquiries: Quote Account 1002518</b>				<b>Ex Tax:</b>	50.91
Call: 1300 138 265 Visit: 443 Charlotte Street, Deniliquin				<b>GST:</b>	5.09
<b>Date Due: 12 Dec 2020</b>				<b>Invoice Total:</b>	<b>\$56.00</b>

**Remittance for Payment of Account 1002518**

**Date Due: 12/12/2020**

**Invoice No: 2140502**

**Payment Options**

**Direct Debit:**  
Reference: 1002518  
CBA Deniliquin BSB: 062 533  
Account No. 10117736

**Credit Card:**  
In person or call 1300 138 265.  
Payments over \$200 will incur a  
0.9% surcharge.

**Cheque:**  
In person, by mail or directly into a CBA branch.  
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