

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>Elders Real Estate (Rural)</b> 351 Albert Street, Deniliquin, NSW 2710	Phone: 03 5890 5100 Fax: 03 5890 5155 Ref: Matthew Horne
co-agent		
vendor	<b>David Andrew Ellis</b> 23 Teddys Lane, Barham, NSW 2710	
vendor's solicitor	<b>Glowreys - The Riverina Law Firm</b> 185 Cressy Street, DENILIKUIN NSW 2710 DX 5567 Deniliquin	Phone: 03 5881 3766 Email: legal@glowreys.com.au Fax: 03 5881 4258 Ref: JG:BS:211954
date for completion	<b>90th day after the contract date</b>	(clause 15)
land (address, plan details and title reference)	<b>"Cockrane Creek" 1825 Rangemore Road, Burraboi, New South Wales 2732</b> <b>Registered Plan: Lot 722 DP 1009353, Lot 4 DP756526, Lot 13 DP756526 &amp; Lot 45 DP756526</b> <b>Folio Identifier 722/1009353 and Auto Consol 7315-71</b>	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: shed/workshop, secure shed/workshop & hay shed/machinery shed	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input checked="" type="checkbox"/> other documents: MIL Information Enquiry Search, Crown Lands Search and Local Land Services Adverse Affectations Search	

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

inclusions	<input type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input checked="" type="checkbox"/> other: <b>see annexure of inclusions</b>
exclusions	<b>see annexure of exclusions</b>
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  yes**Nominated 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** NO  yes (if yes, vendor must provide further details)

(GST residential withholding payment)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within 14 days* of the contract date.**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of **GSTRW payment**:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate):Amount must be paid:  AT COMPLETION  at another time (specify):Is any of the consideration not expressed as an amount in money?  NO  yes

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 32 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 33 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 34 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 35 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 36 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 37 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 38 strata renewal plan
<input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for neighbourhood property
<input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 41 plan creating neighbourhood property
<input type="checkbox"/> 11 <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</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning, Industry and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land &amp; Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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**If you think that any of these matters affects the property, tell your solicitor.**
2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**
3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**
4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**
5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**
6. **The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.**
7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**
8. **The purchaser should arrange insurance as appropriate.**
9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**
10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**
11. **Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**
12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.**

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a party;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other party;
<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 party, the party's <i>solicitor</i> or licensed conveyancer named in this contract or in a notice <i>served</i> by the party;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

## 2 Deposit and other payments before completion

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

- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

### 3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

### 4 Transfer

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

### 5 Requisitions

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



**6 Error or misdescription**

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

**7 Claims by purchaser**

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

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

**8 Vendor's rights and obligations**

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

**9 Purchaser's default**

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

**10 Restrictions on rights of purchaser**

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

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

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

- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

## 19 Rescission of contract

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

## 20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's* *solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's* *solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's* *solicitor*;
- 20.6.3 *served* if it is *served* on the *party's* *solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's* *solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *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 <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;  |
| <i>participation rules</i>      | the participation rules as determined by the <i>ECNL</i> ;  |
| <i>populate</i>                 | to complete data fields in the <i>Electronic Workspace</i> ; and  |
| <i>title data</i>               | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .   |

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 *serve* evidence of receipt of payment of the *FRCGW remittance*.

- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

**32 Residential off the plan contract**

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
  - 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
  - 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

1825 Rangemore Road BURRABOI NSW 2732

## **Annexure of Inclusions and Exclusions**

### **List of Inclusions**

#### **House**

All standard fixtures & fittings

All floor coverings & window furnishes including blinds and insect screens

All ceiling fans

Freestanding oven/stove unit

Rangehood

Dishwasher

Slow combustion heater

5x Split systems

Electric hot water services

TV Antenna

2x Concrete water tanks, 1 small poly rainwater tank (green) & associated pressure pump

1x Large wardrobe

#### **Farmland**

All fixed fences, gates & irrigation infrastructure

3" Garpen diesel pump & polyline to feed dams

3x Water tanks (2x unplumbed) at the shed, pressure pump at the dam

325hp Steiger Tractor

13ft O'Brien laser bucket

4755 JD Tractor

4250 JD Tractor

Deutz 100-06 FWA Tractor

Flat top hay trailer

Qty new perlins and corrugated iron to extend workshop

2X overhead fuel tanks

New fencing materials including concrete posts, ring lock, barb wire, plain wire, galvanised posts

Approximately 30 steel cattle yard panels

#### **MIL**

10 Water Entitlements

826 Delivery Entitlements

995 Shares

All remaining allocation

#### **List of Exclusions**

All personal belongings including garden ornaments

All plant & equipment not noted as an inclusion

All plant & equipment belonging to the tenants Jack & Shaenne Gumley

## Conditions of sale by auction

If the *property* is or is intended to be sold at auction:

*Bidders Record* means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
  - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
  - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
  - (c) The highest bidder is the purchaser, subject to any reserve price.
  - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
  - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
  - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
  - (g) A bid cannot be made or accepted after the fall of the hammer.
  - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
  
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
  - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
  - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
  - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.
  
- (3) The property has been offered for auction via the AuctionsPlus Online Auction Platform. Only one Vendor bid may be placed on behalf of the Vendor and no prior notice will be given prior to a Vendor bid being placed, however, an onscreen notification message will appear following a Vendor bid being placed notifying the auction participants and viewers that a Vendor bid has been placed.

## SPECIAL CONDITIONS TO AGREEMENT FOR SALE OF LAND

between David Andrew Ellis as Vendors  
and  
as Purchasers

Dated this ..... day of ..... 2021

1. Apportionment of Values

The Vendor reserve 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 Vendors covenant with the Purchasers not to depasture or permit to be depastured upon the subject lands between the date of this Contract and the date of completion any stock in addition to the numbers being carried thereon at the date hereof together with their progeny.

3. Vendors conduct prior to completion

Pending completion of this transaction the Vendor agree to carry on the business of farmers and graziers on the lands hereby sold in the same manner as has previously been conducted and according to the rules of good farming husbandry and all usual and proper practices in the area where the property is situated and further agrees to keep the Purchaser informed as to the working of the property pending completion.

4. Purchaser's incapacity

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

5. 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 upon the property, plant, equipment, whether specifically mentioned or otherwise, levee banks, fencing and irrigation structures including dethridge wheels, 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.

6. 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 at 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.

7. Notice to complete

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

8. Benefits to Purchaser

The benefit of any rights licences or permits attaching to the property, shall pass to the Purchaser by virtue of completion.

9. Claim for compensation/requisition as to Title

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

9.2 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.

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

- (a) Any roads or reservations of roads traversing the property; and
- (b) Any gates having been erected across a road or roads which traverse the property; and
- (c) The Vendors not holding any permits or authorised to enclose roads within the boundaries of the land sold or to carry rabbit proof or other fencing across any roads dividing or adjoining; and
- (d) The existence of any roads or reservation of roads not disclosed in the Contract; and
- (e) Any contravention of the Rural Workers Accommodation Act; and
- (f) the existence or position of any give and take fences; and
- (g) The existence or nature of any exploration licence, mining licence or lease; and
- (h) The existence, siting or size of any dam; and
- (i) Any discrepancy between the property as fenced and the title boundaries; and
- (j) Any contravention of, or non compliance with, regulations with respect to Occupational Health and Safety; and
- (k) Any contravention of, or non compliance with, building regulations; and



- (l) The presence of any threatened species on the subject property and/or the impact of such presence on the use to which any part of the property may be put; and
- (m) The presence or effect on the land of any disused plunge stock dip or rubbish tip.

10. Murray Irrigation Limited

- 10.1 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.
- 10.2 This special condition assumes that the "property" is defined to include the 995 Shares, 10 Water Entitlements and 826 Delivery Entitlements being part of what is presently held with Landholding Reference Number W051A and which are referable to the land being sold and as identified in the relevant Share Statement, Delivery Statement and Water Entitlements Certificate. This special condition also contemplates that a definition of "Water Entitlements, Delivery Entitlements and Shares" is incorporated in the Contract.
- 10.3 Completion of this Contract of Sale is subject to and conditional upon the consent of Murray Irrigation Limited ("MIL") to a Permanent transfer of 10 Water Entitlements, 826 Delivery Entitlements and 995 Shares.
- 10.4
  - 10.4.1 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.
  - 10.4.2 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.
- 10.5 Serving the Application does not of itself imply acceptance of the title to the property.
- 10.6 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.
- 10.7 Upon receipt by the Vendor from the Purchaser of the duly completed and executed Application, the Vendor must 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.

- 10.8 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.
- 10.9 The Vendor will notify the Purchaser in writing upon being advised by MIL that the application has been determined, and the outcome of the Application.
- 10.9.1 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.
- 10.9.2 Subject to special condition 10.10, if MIL refuses to consent to the Application in any case other than as referred to in special condition 10.9.1, either party may rescind the Contract on the giving of 14 days written notice to the other and the provisions of printed condition 19 will apply.
- 10.9.3 This clause does not affect any other rights of the parties.
- 10.10
- 10.10.1 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.
- 10.10.2 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.
- 10.11 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.
- 10.12
- 10.12.1 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).
- 10.12.2 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.
- 10.13 The property sold includes the Vendor's right title and interest in the shares in Murray Irrigation Limited and the Water 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.

- 10.14 The Vendor warrants that there will be no temporary or permanent transfer or overdraw in respect of the Share and Water Entitlements which would have the effect of diminishing the allocation of water to Landholding Reference No. W051A in the 2020/21, or any subsequent, watering season.
- 10.15 The fixed charges payable to MIL shall be adjusted on an annual time basis in the same manner as the rates and Rural Lands Protection Board charges are adjusted.
- 10.16 The usage charges shall be adjusted by the Vendor making an allowance in favour of the Purchaser in respect of the estimated usage charges for all water used by the Vendor in the 2020/21 watering season

11. GST

- 11.1 If the Vendor is held by the Australian Taxation Office to have made a taxable supply in respect of any of the inclusions at any time after the completion of this Contract, he 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.
- 11.2 If, after completion of this Contract, the Vendor is held by the Australian Taxation Office 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.

12. Apportionment of Price

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

10 MIL Water Entitlements	\$15,000.00
995 MIL Shares	\$995.00
Land, MIL Delivery Entitlements, Improvements and Inclusions	\$
Total	\$

13. Release of security interest

- 13.1 This general condition applies if any part of the property is subject to a security interest to which the Personal Property Securities Act 2009 (Cth) applies.
- 13.2 The vendor must ensure that at or before settlement, the purchaser receives:
- a release from the secured party releasing the security interest in respect of the property; or
  - 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
  - a written approval or correction in accordance with Section 275(1)(c) of the Personal Property Securities Act 2009 (Cth) indicating that, on the due date for settlement, the personal property included in the contract is not or will not be property in which the security interest is granted, if the security interest is registered in the Personal Property Securities Register.
- 13.3 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that is

sold in the ordinary course of the vendor's business of selling personal property of that kind unless, in the case of goods that may or must be described by serial number in the Personal Property Securities Register, the purchaser advises the vendor at least 21 days before the due date for settlement that the goods are to be held as inventory.

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

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

14. Purchaser access prior to settlement

Whilst the Purchaser is not in breach of a term of this Contract, the Purchaser shall have the right, as Licensee, to access the land for field preparation and the grazing of livestock subject to the Purchaser providing the Vendor with evidence of satisfactory insurance and the Purchaser shall indemnify the Vendor against any claim for compensation made as a consequence of the Purchaser's access to the land. The Purchaser accesses the land as Licensee noting that they must not interfere with the use of the land by the Vendor or by the Tenant of the homestead.



FOLIO: 722/1009353

SEARCH DATE	TIME	EDITION NO	DATE
23/1/2021	10:51 AM	4	5/7/2019

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

LAND

LOT 722 IN DEPOSITED PLAN 1009353  
AT BURRABOI  
LOCAL GOVERNMENT AREA MURRAY RIVER  
PARISH OF COCKRAN COUNTY OF WAKOOL  
TITLE DIAGRAM DP1009353

FIRST SCHEDULE

DAVID ANDREW ELLIS (T 6550832)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 LAND EXCLUDES THE ROAD(S) SHOWN IN THE TITLE DIAGRAM
- 3 AC71094 MORTGAGE TO BENDIGO AND ADELAIDE BANK LIMITED
- \* 4 AK460827 CAVEAT BY MURRAY IRRIGATION 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 \*\*\*

QUALITY SEALS AND STATEMENTS of intention to dedicate roads or to create public reserves, drainage easements, restrictions on the use of land or positive covenants.

Plan Drawing only to appear in this space

DP1009353

Registered: 20-12-1999

CA: SEE CERTIFICATE

The System: TORRENS

Purpose: SUBDIVISION

Ref. Map: PARISH #

Last Plan: W. 1586-1917

PLAN OF SUBDIVISION C  
LOT 72, D.P. 7565

Lengths are in metres. Reduction Ratio 1:6

LGA: WAKOOL

Suburb/Locality:

Parish: COCKRAN

County: WAKOOL (LI)

THIS IS SIMPLY A PLAN in  
its own right and does not  
constitute a survey.

BRIAN LESLIE MITSCH  
of DEMILQUIN, N.S.W. 2710

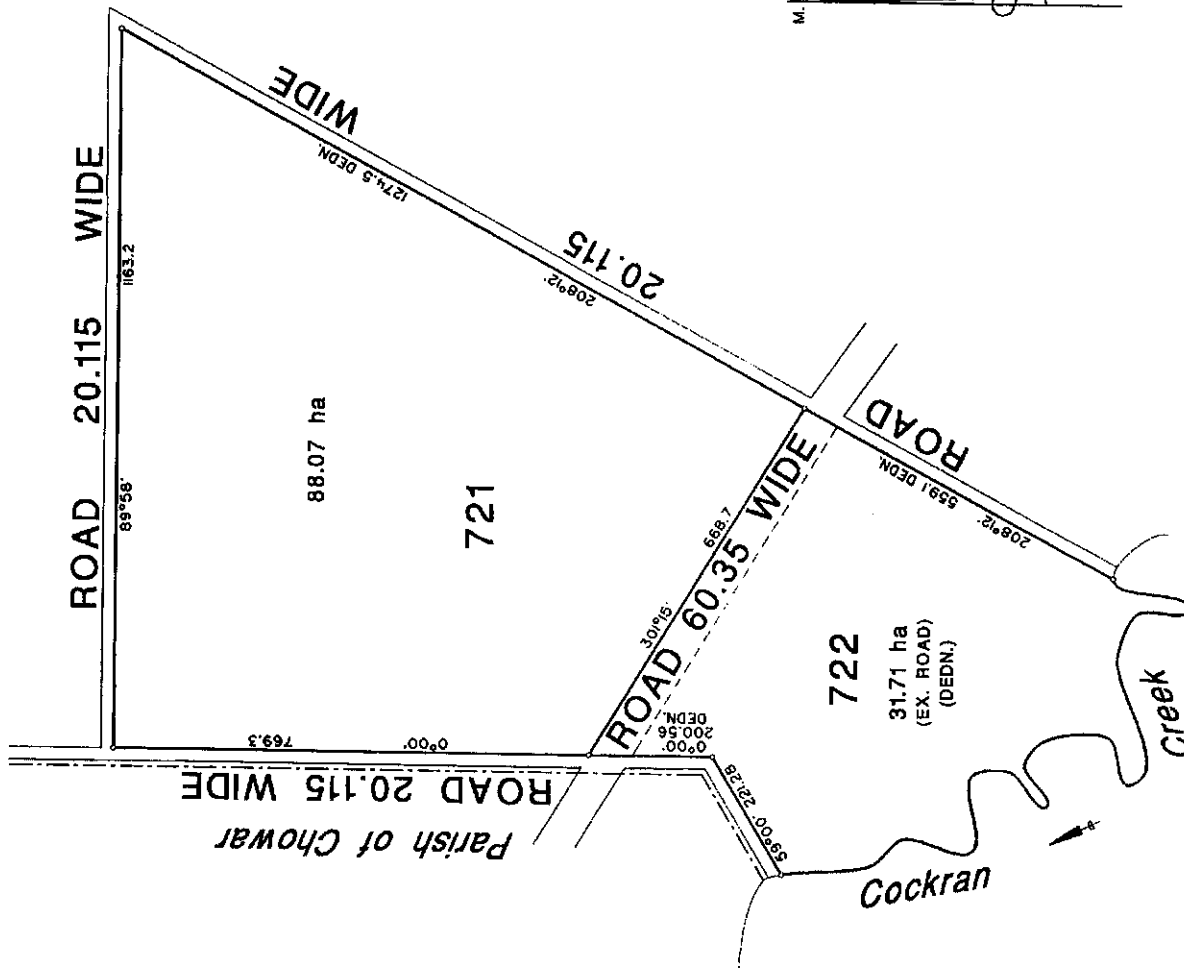
a surveyor registered under the Surveyors Act 1999  
in accordance with the provisions of the Surveyors Act 1999  
on 13TH JULY, 1999

Signature: *B.L. Misch*  
Zone: *Wakool* County: *Wakool*

Plan used in preparation of survey/computer

W. 1586-1917

PANEL FOR USE ONLY for statements of intent to dedicate public roads or to create public reserves, easements, restrictions on the use of land or positive covenants.



SIGNED for and on behalf of  
Microscopic Imaging Corporation;  
ARPN 007 457 141  
Under Power of Attorney No. Book

Office N.E.V. Ltd. Centre  
\* Supervisor  
PRANITA SHANKAR

Its duly constituted Attorney who is personally known to me:

PRANITA SHANKAR

Crown Lands Office Approval  
AN APPROVED  
Authorised Officer  
Name: [Signature]  
Date: [Signature]  
No. Book: [Signature]

Subdivision Certificate  
I certify that the provisions of Part 4 of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to this subdivision.

Subdivisor:  
\* Authorised Person  
Name: [Signature]  
Date of endorsement: 27th October 1999  
Accreditation No. [Signature]  
Subdivision Certificate No. 11/99  
File No. P 906

Note:  
This plan is to be lodged with the Registrar of Land and is subject to the provisions of the Environmental Planning and Assessment Act 1979 and the provisions of the Environmental Planning and Assessment Regulation 1999.

Details of Implications:



FOLIO: AUTO CONSOL 7315-71

SEARCH DATE	TIME	EDITION NO	DATE
23/1/2021	10:53 AM	5	5/7/2019

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

LAND

LAND DESCRIBED IN SCHEDULE OF PARCELS  
LOCAL GOVERNMENT AREA MURRAY RIVER  
PARISH OF COCKRAN COUNTY OF WAKOOL  
TITLE DIAGRAM SEE SCHEDULE OF PARCELS

FIRST SCHEDULE

DAVID ANDREW ELLIS (T 5504083)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 LAND EXCLUDES THE ROAD(S) WITHIN LOTS 4 & 45 IN DP756526 SHOWN IN THE TITLE DIAGRAMS
- 3 AC71094 MORTGAGE TO BENDIGO AND ADELAIDE BANK LIMITED
- \* 4 AK460827 CAVEAT BY MURRAY IRRIGATION 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

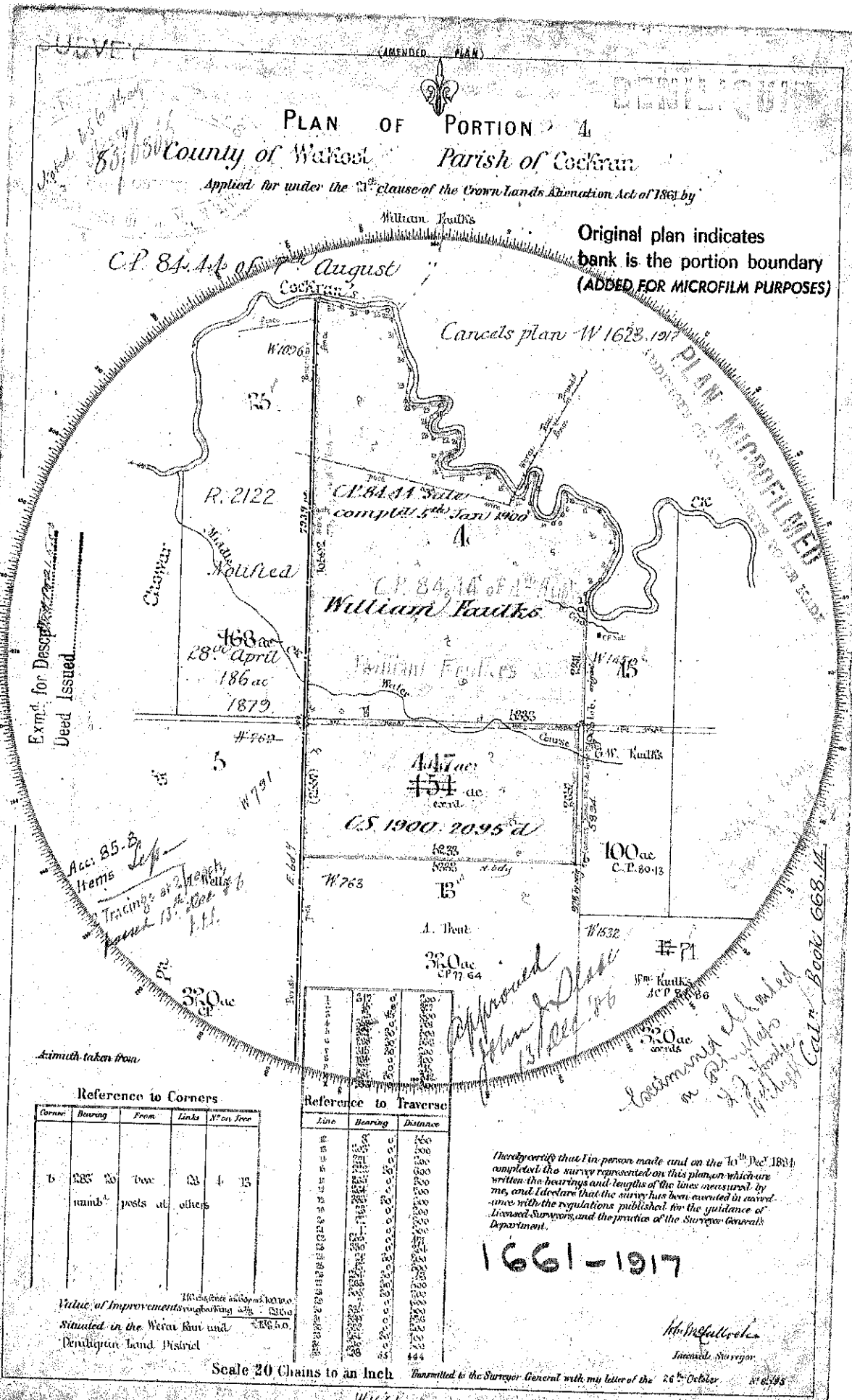
SCHEDULE OF PARCELS

LOT 4 IN DP756526  
LOT 13 IN DP756526  
LOT 45 IN DP756526

TITLE DIAGRAM

CROWN PLAN 1661.1917  
CROWN PLAN 763.1917  
CROWN PLAN 1459.1917.

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



PLAN OF PORTION 4  
 County of Wakefield Parish of Cockran

Applied for under the 1<sup>st</sup> clause of the Crown Lands Alienation Act of 1861 by

Original plan indicates bank is the portion boundary  
 (ADDED FOR MICROFILM PURPOSES)

Expt. for Description Deed Issued

Acc. 85. B. Hams  
 Tracing of 2nd Dec 1884  
 March 13. Dec 6. H.H.

Approved  
 John D. [unclear]  
 13 Dec 1884

Louisiana of [unclear]  
 in [unclear] 14th Dec 1884

Reference to Corners

Corner	Bearing	From	Links	N° on Tree
b	88.5	box	12	4
		mamb <sup>rs</sup>	posts	at
			others	15

Reference to Traverse

Line	Bearing	Distance
1		500
2		500
3		500
4		500
5		500
6		500
7		500
8		500
9		500
10		500
11		500
12		500
13		500
14		500
15		500
16		500
17		500
18		500
19		500
20		500
21		500
22		500
23		500
24		500
25		500
26		500
27		500
28		500
29		500
30		500
31		500
32		500
33		500
34		500
35		500
36		500
37		500
38		500
39		500
40		500
41		500
42		500
43		500
44		500

Value of Improvements neighboring etc etc  
 Situated in the Wakefield and  
 Deniliquin Land District

I hereby certify that I in person made and on the 10th Dec 1884 completed the survey represented on this plan which are written the bearings and lengths of the lines measured by me, and I declare that the survey has been executed in accordance with the regulations published for the guidance of Licensed Surveyors and the practice of the Surveyors-General Department.

1661-1917

H. McCallister  
 Licensed Surveyor

Scale 20 Chains to an Inch

Transmitted to the Surveyor-General with my letter of the 26th October 1884

W/661

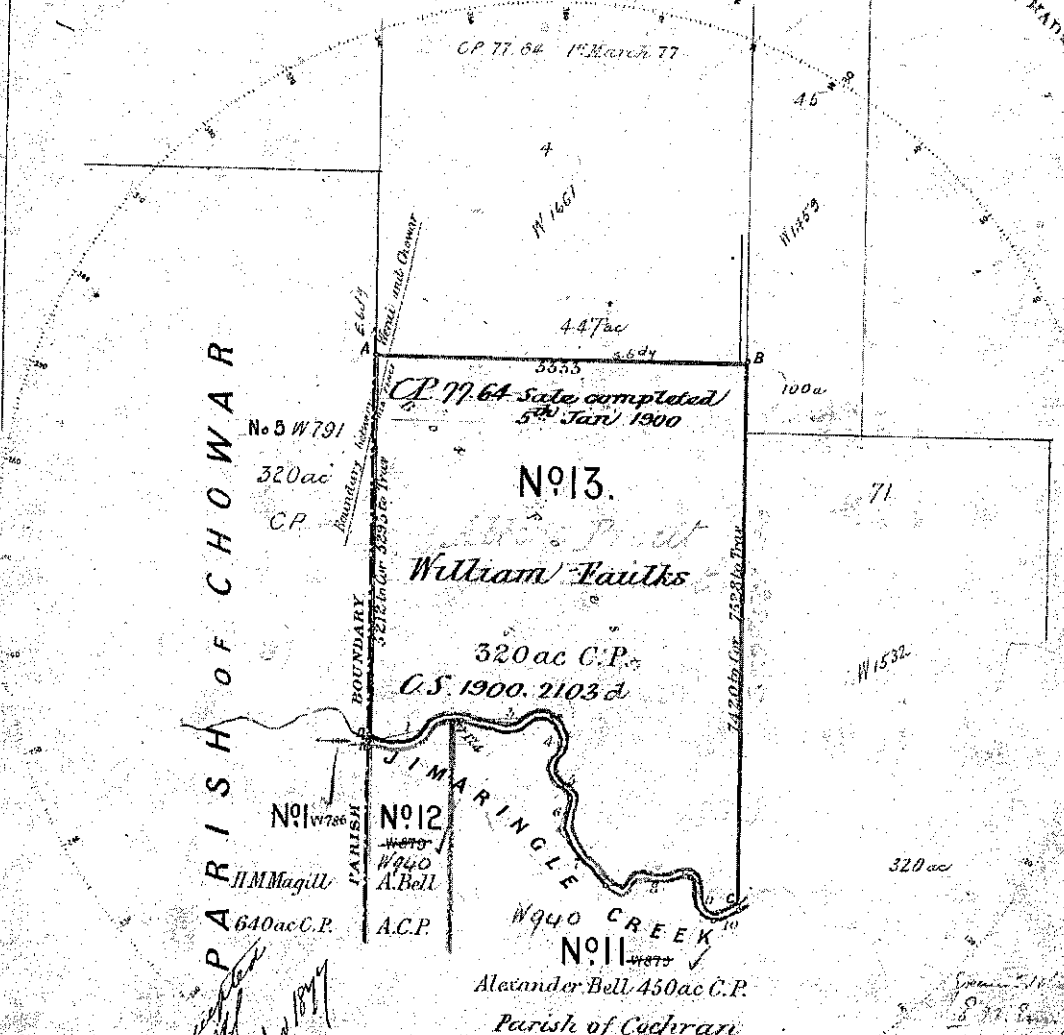


190413  
 DEPARTMENT OF LANDS

PLAN MICROFILMED  
 TO ADDITION OF AMENDMENTS TO I.R. MADE

PLAN  
 of 1 portion N<sup>o</sup> 13.  
 Parish of Cochran  
 COUNTY OF WAKOOL

Applied for under the 13<sup>th</sup> clause of the Crown Lands Alienation Act of 1875 by  
 Albert Prout



*Man accepted 16 Jan 1877*

Exm<sup>d</sup> for Desc<sup>pt</sup> Deed<sup>s</sup> Issued

Original plan indicates bank is the portion boundary (ADDED FOR MICROFILM PURPOSES)

Scale 20 Chains to an Inch

Marked in accordance with regulations  
 Instrument used in Survey Theodolite  
 Date of Survey 10<sup>th</sup> March 1877  
 Value of Improvements £4. 10. 0 (36 rods fence)  
 Situated in the

Reference to Corners

Corner	Bearing	Feet	Links	ft on Tree
A	330° 30'	Box	51	13
B	32° 47'	Box	28	13
C	266° 38'	Box	18	13
D	235° 10'	Box	20	13

Reference to Traverse

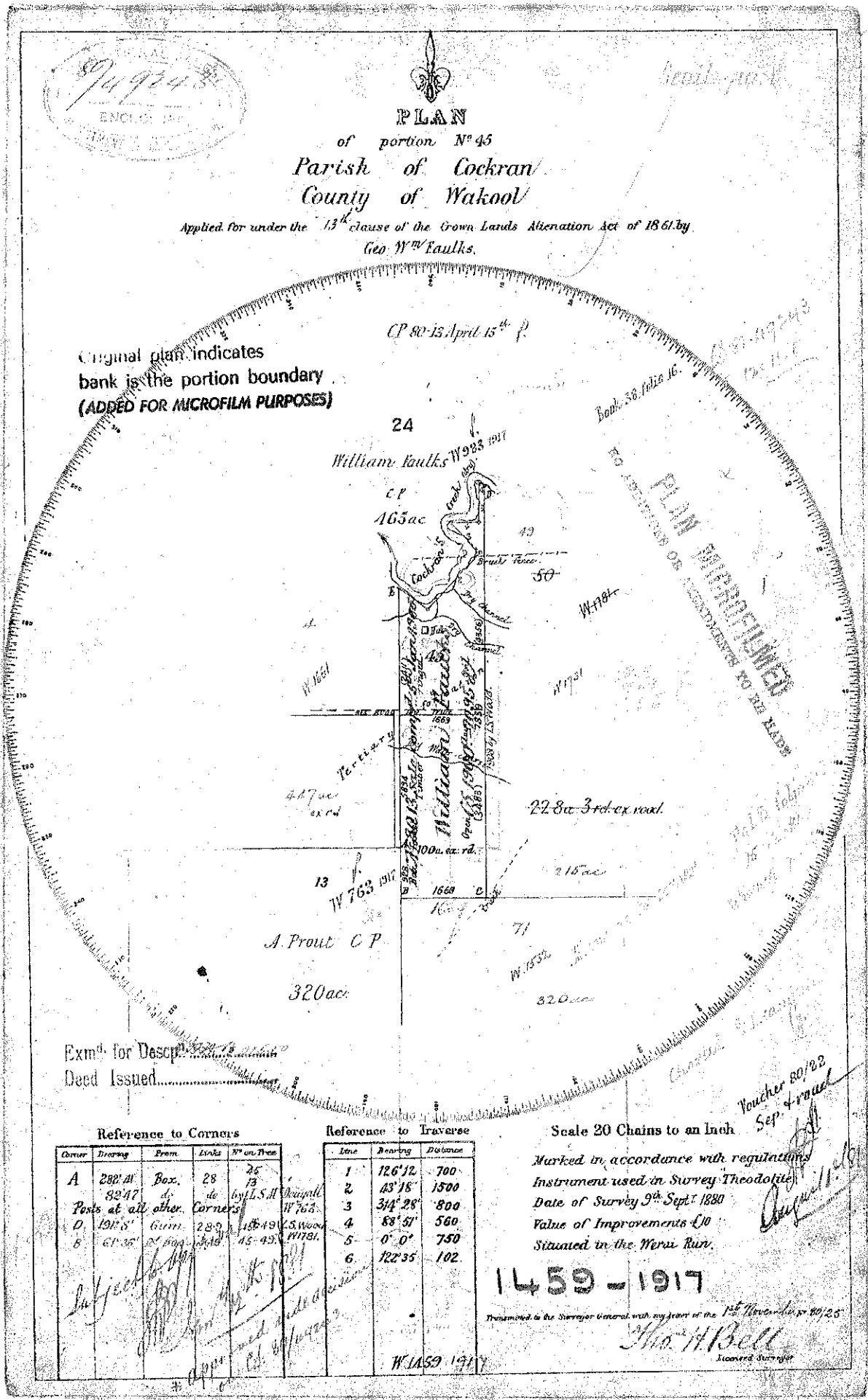
Line	Bearing	Distance
1	237° 24'	1351
2	217° 24'	124
3	266° 34'	1436
4	3° 33'	755
5	329° 7'	410
6	329° 14'	485
7	317° 49'	480
8	262° 56'	1206
9	329° 40'	695
10	246° 30'	353
11	180° 0'	74

Transmitted to the Surveyor General with my letter of the 21<sup>st</sup> March 1877

763-1917

1963-1917

*Albert Prout*  
 Surveyor



949843  
 ENCL. 1st

**PLAN**  
 of portion N<sup>o</sup> 45  
 Parish of Cockran  
 County of Wakool

Applied for under the 13<sup>th</sup> clause of the Crown Lands Alienation Act of 1861 by  
 Geo. W<sup>m</sup> Faulks.

Original plan indicates  
 bank is the portion boundary  
 (ADDED FOR MICROFILM PURPOSES)

CP 80-13 April 15<sup>th</sup> P

Bank S.B. folio 16.  
 1872  
 1871

24  
 William Faulks W 923 1911

CP  
 165 ac

PLAN IMPROVED  
 TO ACCORDANCE OF REGULATIONS TO BE MADE

4.67 ac  
 ex rd

22.8 ac 3 rd ex road

13  
 W 763 1917

A. Prout C P

320 ac

320 ac

Exm<sup>o</sup> for Desc<sup>o</sup> .....  
 Deed Issued.....

Voucher 80/22  
 Sep 4 road

Reference to Corners					Reference to Traverse		
Corner	Bearing	From	Links	N <sup>o</sup> on Plan	Line	Bearing	Distance
A	288° 41'	Box	28	25	1	126° 12'	700
	82° 47'	do	13	13	2	43° 15'	1500
		de	de	by L.S.H. Orayall	3	314° 28'	800
Posts at all other Corners							
D	191° 5'	Gum	28	18-49	4	88° 51'	560
E	61° 36'	do	41	15-43	5	0° 0'	750
				W 763	6	122° 35'	102

Scale 20 Chains to an Inch  
 Marked in accordance with regulations  
 Instrument used in Survey Theodolite  
 Date of Survey 9<sup>th</sup> Sept 1880  
 Value of Improvements £10  
 Situated in the Weru Run.

1459-1917

Transmitted to the Surveyor General with my report of the 1<sup>st</sup> November 1880

Geo. W. Bell  
 Licensed Surveyor

W 1459 1917

# CAVEAT



## AK460827X

Prohibiting Recording of a Dealing or  
or Granting of a Possessory Applicat.  
New South Wales

Section 74F Real Property Act 1900

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

STAMP DUTY

Office of State Revenue use only

Ac 7315-71

(A) TORRENS TITLE

FOLIO IDENTIFIERS: 4/756526, 13/756526 & 45/756526 in Auto Consol 7315-71 and 722/1009353

(B) REGISTERED DEALING

Number

Torrens Title

(C) LODGED BY

Document Collection Box  
124E

Name, Address or DX, Telephone, and Customer Account Number if any  
GlobalX Legal Solutions Pty Ltd  
Level 3, 175 Castlereagh Street  
SYDNEY 2000  
Ph: 13 5669

CODE

X

Reference:

MURR-4540406

(D) REGISTERED PROPRIETOR

David Andrew ELLIS  
"Cochrane Creek"  
RMB 374  
DENILIQUIN NSW

Postcode: 2710

(E) CAVEATOR

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

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

Postcode: 2710

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

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

Name: Murray Irrigation Limited ACN 067 197 933  
Street Address: 443 Charlotte St, Deniliquin NSW

NSW postcode: 2710

(G) ACTION PROHIBITED

Document Exchange Box in NSW (additional): DX 5565 Deniliquin NSW

1, 2 & 4

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

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

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

Particulars of the estate or interest in the abovementioned land		
Statutory interest created in favour of the caveator over the land in accordance with the terms of Section 355 of the Water Management Act 2000		
<del>By virtue of the instrument referred to below</del>		
<del>Nature of Instrument</del>	<del>Date</del>	<del>Parties</del>
<del> </del>	<del> </del>	<del> </del>
By virtue of the facts stated below		
Section 355 of the Water Management Act 2000		

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

- The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
- The registration or recording of any plan other than a delimitation plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
- ~~The registration of delimitation plan<sup>1</sup> No.~~
- The granting of any possessory application<sup>2</sup> with respect to the land in the Torrens Title referred to above.
- ~~The recording in the register of any dealing affecting the estate or interest of which the caveator is registered proprietor.~~
- ~~The granting of an application to extinguish the ~~SELECT~~ created by ~~SELECT~~ No.~~
- ~~The recording in the Register of a writ affecting the estate or interest claimed by the caveator and set out in Schedule 1.~~

(K) **STATUTORY DECLARATION<sup>3</sup>**

I, Ross Mallett

solemnly and sincerely declare that—

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

Made and subscribed at DEMLINGUM in the STATE OF NEW SOUTH WALES on 23 MAY 2016  
 in the presence of ENSE FAYE THOMAS of 105 HARLEUR ST, DEMLINGUM NSW 2710  
 Justice of the Peace (J.P. Number: 206988)       Practising Solicitor  
 Other qualified witness [specify]

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

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

Signature of witness:

*Ross Mallett*

Signature of declarant:

*[Signature]*

Capacity of declarant if other than the caveator: COMPANY SECRETARY

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

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

~~Signature of registered proprietor/possessory applicant~~

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

**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:** 462 – 2021c  
**DATE:** 25 January 2021

**APPLICANT'S REFERENCE:** JDG:BS:211954

**COUNCIL'S REFERENCE:** 11132077

**DESCRIPTION OF LAND:**

**Lot:** 4,13 & 45  
**DP:** 756526  
**Address:** Rangemore Road  
 Burraboi NSW 2732

**OWNER:** David Andrew Ellis

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>Wakool Local Environmental Plan 2013</b>          The <i>Wakool Local Environmental Plan 2013</i> is the principal statutory planning document prepared by Council to guide planning decisions for the Greater Wakool Ward 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>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 Wakool LEP 2013 Planning Proposal</b></p> <p>Nil</p> <p><b>Draft SEPP (Environment)          Housekeeping Amendment to SEPP (Exempt and Complying Development Codes) 2008          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>Wakool Development Control Plan 2013: Amendment 2</b> The <i>Wakool Development Control Plan 2013</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 Wakool Ward 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 Wakool LEP 2013. 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.

#### **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.

	<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>No</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 <i>Standard Instrument</i>.</p>	
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Please refer to Clause 6.2 of Wakool LEP 2013.

Wakool LEP 2013 does not contain flood liable land mapping. It is recommended that you obtain your own professional advice in relation to flood liability.

It is noted the Greater Wakool Ward of Murray River Council has prepared flood study reports for Barham, Murray Downs & Tooleybuc.



**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 7.11 (formally Section 94) Contributions Plan (open space/drainage/road works)</b>
<b>Section 64 Development Servicing Plan</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 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 <u>Biodiversity Conservation Act 2016</u> , a statement to that effect.  <b>Note.</b> Biodiversity certified land includes land certified under Part 7AA of the <u>Threatened Species Conservation Act 1995</u> that is taken to be certified under Part 8 of the <u>Biodiversity Conservation Act 2016</u> .	None that Council is aware of.
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**10. Biodiversity stewardship sites**

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the <u>Biodiversity Conservation Act 2016</u> , a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage). <b>Note.</b> Biodiversity stewardship agreements include biobanking agreements under Part 7A of the <u>Threatened Species Conservation Act 1995</u> that are taken to be biodiversity stewardship agreements under Part 5 of the <u>Biodiversity Conservation Act 2016</u> .	None that Council is aware of.
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**10A. Native vegetation clearing set asides**

If the land contains a set aside area under Section 60ZC of the <u>Local Land Services Act 2013</u> , 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.	None apply.
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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 <u>Native Vegetation Act 2003</u> (and that continues in force) applies, a statement to that effect (but only if the Council has been notified of the existence of the plan by the person or body that approved the plan under that Act).	None apply.
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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 <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**

(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> .	

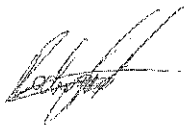
**Note:** The following matters are prescribed by Section 59 (2) of the *Contaminated Land Management Act 1997* as additional matters to be specified in a planning certificate.

(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 *Wakool Development Control Plan 2013: Amendment 2* impose various restrictions on the use of the land which are not attributable to the zoning or reservation of the land.
- The *Wakool Development Control Plan 2013: Amendment 2* complements the provisions of the *Wakool Local Environmental Plan 2013* 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 *Wakool Local Environmental Plan 2013* or the *Wakool Development Control Plan 2013: Amendment 2*. In these circumstances any such covenant, agreement or instrument may be overwritten under Clause 1.9A of the *Wakool Local Environmental Plan 2013*.

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.



**Rod Croft**  
**Manager Development Services**

**WAKOOL LOCAL ENVIRONMENTAL PLAN 2013**  
**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.
- To promote the use of agricultural land for efficient and effective agricultural production without encroachment of urban land uses.
- To allow the development of processing, service and value-adding industries related to agriculture and primary industry production.
- To allow the development of complementary non-agricultural land uses that are compatible with the character of the zone.

**2 Permitted without consent**

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

**3 Permitted with consent**

Air transport facilities; Airstrips; Animal boarding or training establishments; Aquaculture; Bed and breakfast accommodation; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Cellar door premises; Charter and tourism boating facilities; Community facilities; Dwelling houses; Eco-tourist facilities; Environmental facilities; Extractive industries; Farm buildings; Farm stay accommodation; Helipads; Home-based child care; Home occupations (sex services); Information and education facilities; Intensive livestock agriculture; Jetties; Open cut mining; Recreation areas; Research stations; Roadside stalls; Rural industries; Rural workers' dwellings; Secondary dwellings; Sewerage systems; 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 existing lot sizes and patterns in the surrounding locality,
  - (b) to ensure that lot sizes have a practical and efficient layout to meet their intended use,
  - (c) to ensure that lot sizes do not undermine the land's capability to support rural development,
  - (d) to prevent the fragmentation of rural lands,
  - (e) to provide for a range of lot sizes that reflect the services available to the area,
  - (f) to encourage subdivision designs that promote a high level of pedestrian and cyclist connectivity and accommodate public transport vehicles.
- (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 the land to which this clause applies is not fragmented into lots that would create additional dwelling opportunities.
- (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 RU3 Forestry,
  - (c) Zone RU5 Village,
  - (d) Zone E2 Environmental Conservation,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 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 eco-tourist facilities, residential accommodation or tourist and visitor accommodation:
  - (a) Zone RU1 Primary Production,
  - (b) Zone E2 Environmental Conservation.
- (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.

**Note.** Part 6 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 provides that strata subdivision of a building in certain circumstances is specified complying development.

## 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 all of these zones.

- (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 E2 Environmental Conservation.
- (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 no dwelling house has been erected, unless the land:
  - (a) is a lot that is at least the minimum lot size shown on the Lot Size Map in relation to that land, or
  - (b) is a lot created before this Plan commenced and on which the erection of a dwelling house was permissible immediately before that commencement, or
  - (c) is a lot resulting from a subdivision for which development consent (or equivalent) was granted before this Plan commenced and on which the erection of a dwelling house would have been permissible if the plan of subdivision had been registered before that commencement, or
  - (d) is an existing holding.
  - (e) would have been a lot or a holding referred to in paragraph (a), (b), (c) or (d) had it not been affected by:
    - (i) a minor realignment of its boundaries that did not create an additional lot, or
    - (ii) a subdivision creating or widening a public road or public reserve or for another public purpose, or
    - (iii) a consolidation with an adjoining public road or public reserve or for another public purpose.

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

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

(6) 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 before 31 December 2014.

(7) In this clause:

**existing holding** means land that:

(a) was a holding on 18 November 1977, 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 18 November 1977, and includes any other land adjoining that land acquired by the owner since 18 November 1977.

**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 the stated date.

#### **4.2B Subdivision for the purposes of intensive plant agriculture**

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

(a) to provide flexibility in the application of standards for subdivision for the purpose of intensive plant agriculture in certain rural zones,

(b) to encourage sustainable intensive plant agriculture,

(c) to minimise unplanned rural residential development.

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

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

(a) the lot will have an area of at least 120 hectares, and

(b) the lot is, or is to be, subject to irrigation requiring a water licence and the volume of, and entitlement to, water available under that licence is or will be adequate for the use of the land for the purpose of intensive plant agriculture, and

(c) the lot is suitable for, and is to be used for, intensive plant agriculture, and

(d) the dwelling house is required to support the carrying out of such a purpose.

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

(a) the lot complies with subclause (3) (a) and (b), and

(b) the lot is suitable for, and is being used for, the purpose of intensive plant agriculture, and

(c) the dwelling house is required to support the carrying out of that purpose.

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



## **6.2 Flood planning**

- (1) The objectives of this clause are as follows:
  - (a) to minimise the flood risk to life and property associated with the use of land,
  - (b) to allow development on land that is compatible with the land's flood hazard, taking into account projected changes as a result of climate change,
  - (c) to avoid significant adverse impacts on flood behaviour and the environment.
- (2) This clause applies to flood liable land.
- (3) Development consent must not be granted to development on land to which this clause applies unless the consent authority is satisfied that the development:
  - (a) is compatible with the flood hazard of the land, and
  - (b) will not significantly adversely affect flood behaviour resulting in detrimental increases in the potential flood affectation of other development or properties, and
  - (c) incorporates appropriate measures to manage risk to life from flood, and
  - (d) will not significantly adversely affect the environment or cause avoidable erosion, siltation, destruction of riparian vegetation or a reduction in the stability of river banks or watercourses, and
  - (e) is not likely to result in unsustainable social and economic costs to the community as a consequence of flooding.
- (4) A word or expression used in this clause has the same meaning as it has in the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005, unless it is otherwise defined in this clause.

## 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: 11132077  
Certificate application no: 462 – 2021c  
Applicant ref: JDG:BS:211954

25 January 2021

Glowreys – The Riverian Law Firm  
PO Box 755  
Deniliquin NSW 2710

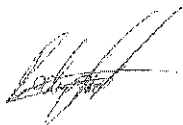
Dear Sir/Madam

**Re: Request for Certificates – Sewerage Diagram**  
**Property: Lot 4,13 & 45 DP 756526 Rangemore Road Burraboi NSW 2732**  
**Owner: David Andrew Ellis**

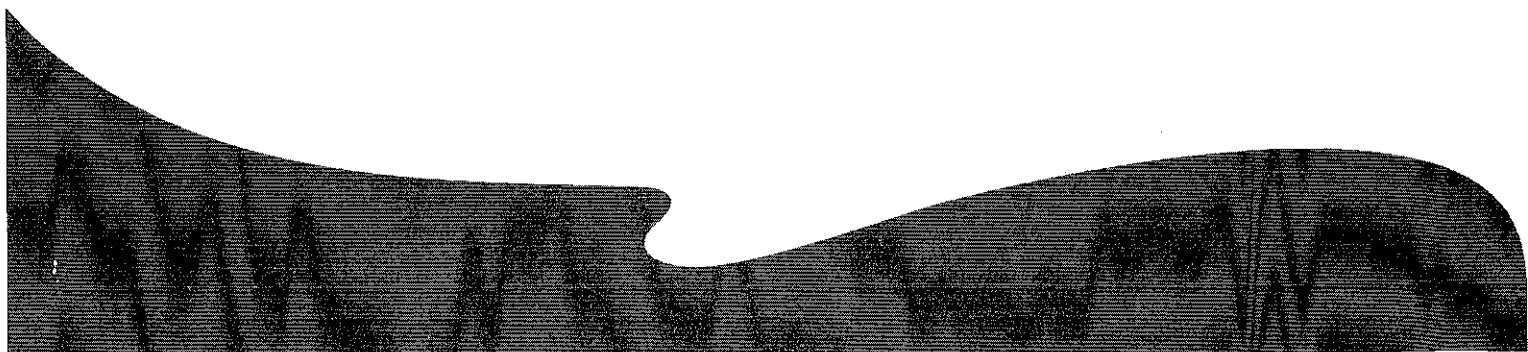
Please be advised that the abovementioned property does not have a diagram available for Council's sewer system as the land is RU1 Primary Production.

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

Yours sincerely



**Rod Croft**  
**Manager Development Services**



**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:** 461 – 2021c  
**DATE:** 25 January 2021

**APPLICANT'S REFERENCE:** JDG:BS:211954

**COUNCIL'S REFERENCE:** 11132085

**DESCRIPTION OF LAND:**

**Lot:** 722  
**DP:** 1009353  
**Address:** 1825 Rangemore Road  
 Burraboi NSW 2732

**OWNER:** David Andrew Ellis

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>Wakool Local Environmental Plan 2013</b>          The <i>Wakool Local Environmental Plan 2013</i> is the principal statutory planning document prepared by Council to guide planning decisions for the Greater Wakool Ward 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>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 Wakool LEP 2013 Planning Proposal</b></p> <p>Nil</p> <p><b>Draft SEPP (Environment)          Housekeeping Amendment to SEPP (Exempt and Complying Development Codes) 2008          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>Wakool Development Control Plan 2013: Amendment 2</b> The <i>Wakool Development Control Plan 2013</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 Wakool Ward 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 Wakool LEP 2013. 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.

#### **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.

	<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>No</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 <i>Standard Instrument</i>.</p>	
<p>Please refer to Clause 6.2 of Wakool LEP 2013.</p>	
<p>Wakool LEP 2013 does not contain flood liable land mapping. It is recommended that you obtain your own professional advice in relation to flood liability. It is noted the Greater Wakool Ward of Murray River Council has prepared flood study reports for Barham, Murray Downs &amp; Tooleybuc.</p>	

**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 7.11 (formally Section 94) Contributions Plan (open space/drainage/road works)</b>	
<b>Section 64 Development Servicing Plan</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 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 <u>Biodiversity Conservation Act 2016</u> , a statement to that effect.  <b>Note.</b> Biodiversity certified land includes land certified under Part 7AA of the <u>Threatened Species Conservation Act 1995</u> that is taken to be certified under Part 8 of the <u>Biodiversity Conservation Act 2016</u> .	None that Council is aware of.
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**10. Biodiversity stewardship sites**

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the <u>Biodiversity Conservation Act 2016</u> , a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage). <b>Note.</b> Biodiversity stewardship agreements include biobanking agreements under Part 7A of the <u>Threatened Species Conservation Act 1995</u> that are taken to be biodiversity stewardship agreements under Part 5 of the <u>Biodiversity Conservation Act 2016</u> .	None that Council is aware of.
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**10A. Native vegetation clearing set asides**

If the land contains a set aside area under Section 60ZC of the <u>Local Land Services Act 2013</u> , 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.	None apply.
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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 <u>Native Vegetation Act 2003</u> (and that continues in force) applies, a statement to that effect (but only if the Council has been notified of the existence of the plan by the person or body that approved the plan under that Act).	None apply.
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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 <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**

(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> .	

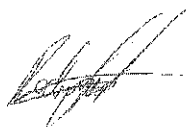
**Note:** The following matters are prescribed by Section 59 (2) of the *Contaminated Land Management Act 1997* as additional matters to be specified in a planning certificate.

(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 *Wakool Development Control Plan 2013: Amendment 2* impose various restrictions on the use of the land which are not attributable to the zoning or reservation of the land.
- The *Wakool Development Control Plan 2013: Amendment 2* complements the provisions of the *Wakool Local Environmental Plan 2013* 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 *Wakool Local Environmental Plan 2013* or the *Wakool Development Control Plan 2013: Amendment 2*. In these circumstances any such covenant, agreement or instrument may be overwritten under Clause 1.9A of the *Wakool Local Environmental Plan 2013*.

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.



**Rod Croft**  
**Manager Development Services**

**WAKOOL LOCAL ENVIRONMENTAL PLAN 2013**  
**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.
- To promote the use of agricultural land for efficient and effective agricultural production without encroachment of urban land uses.
- To allow the development of processing, service and value-adding industries related to agriculture and primary industry production.
- To allow the development of complementary non-agricultural land uses that are compatible with the character of the zone.

**2 Permitted without consent**

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

**3 Permitted with consent**

Air transport facilities; Airstrips; Animal boarding or training establishments; Aquaculture; Bed and breakfast accommodation; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Cellar door premises; Charter and tourism boating facilities; Community facilities; Dwelling houses; Eco-tourist facilities; Environmental facilities; Extractive industries; Farm buildings; Farm stay accommodation; Helipads; Home-based child care; Home occupations (sex services); Information and education facilities; Intensive livestock agriculture; Jetties; Open cut mining; Recreation areas; Research stations; Roadside stalls; Rural industries; Rural workers' dwellings; Secondary dwellings; Sewerage systems; 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 existing lot sizes and patterns in the surrounding locality,
  - (b) to ensure that lot sizes have a practical and efficient layout to meet their intended use,
  - (c) to ensure that lot sizes do not undermine the land's capability to support rural development,
  - (d) to prevent the fragmentation of rural lands,
  - (e) to provide for a range of lot sizes that reflect the services available to the area,
  - (f) to encourage subdivision designs that promote a high level of pedestrian and cyclist connectivity and accommodate public transport vehicles.
- (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 the land to which this clause applies is not fragmented into lots that would create additional dwelling opportunities.
- (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 RU3 Forestry,
  - (c) Zone RU5 Village,
  - (d) Zone E2 Environmental Conservation,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 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 eco-tourist facilities, residential accommodation or tourist and visitor accommodation:
  - (a) Zone RU1 Primary Production,
  - (b) Zone E2 Environmental Conservation.
- (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.

**Note.** Part 6 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 provides that strata subdivision of a building in certain circumstances is specified complying development.

#### 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 all of these zones.

- (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 E2 Environmental Conservation.
- (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 no dwelling house has been erected, unless the land:
  - (a) is a lot that is at least the minimum lot size shown on the Lot Size Map in relation to that land, or
  - (b) is a lot created before this Plan commenced and on which the erection of a dwelling house was permissible immediately before that commencement, or
  - (c) is a lot resulting from a subdivision for which development consent (or equivalent) was granted before this Plan commenced and on which the erection of a dwelling house would have been permissible if the plan of subdivision had been registered before that commencement, or
  - (d) is an existing holding.
  - (e) would have been a lot or a holding referred to in paragraph (a), (b), (c) or (d) had it not been affected by:
    - (i) a minor realignment of its boundaries that did not create an additional lot, or
    - (ii) a subdivision creating or widening a public road or public reserve or for another public purpose, or
    - (iii) a consolidation with an adjoining public road or public reserve or for another public purpose.

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

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

(6) 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 before 31 December 2014.

(7) In this clause:

**existing holding** means land that:

(a) was a holding on 18 November 1977, 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 18 November 1977, and includes any other land adjoining that land acquired by the owner since 18 November 1977.

**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 the stated date.

#### **4.2B Subdivision for the purposes of intensive plant agriculture**

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

(a) to provide flexibility in the application of standards for subdivision for the purpose of intensive plant agriculture in certain rural zones,

(b) to encourage sustainable intensive plant agriculture,

(c) to minimise unplanned rural residential development.

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

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

(a) the lot will have an area of at least 120 hectares, and

(b) the lot is, or is to be, subject to irrigation requiring a water licence and the volume of, and entitlement to, water available under that licence is or will be adequate for the use of the land for the purpose of intensive plant agriculture, and

(c) the lot is suitable for, and is to be used for, intensive plant agriculture, and

(d) the dwelling house is required to support the carrying out of such a purpose.

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

(a) the lot complies with subclause (3) (a) and (b), and

(b) the lot is suitable for, and is being used for, the purpose of intensive plant agriculture, and

(c) the dwelling house is required to support the carrying out of that purpose.

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

## **6.2 Flood planning**

- (1) The objectives of this clause are as follows:
  - (a) to minimise the flood risk to life and property associated with the use of land,
  - (b) to allow development on land that is compatible with the land's flood hazard, taking into account projected changes as a result of climate change,
  - (c) to avoid significant adverse impacts on flood behaviour and the environment.
- (2) This clause applies to flood liable land.
- (3) Development consent must not be granted to development on land to which this clause applies unless the consent authority is satisfied that the development:
  - (a) is compatible with the flood hazard of the land, and
  - (b) will not significantly adversely affect flood behaviour resulting in detrimental increases in the potential flood affectation of other development or properties, and
  - (c) incorporates appropriate measures to manage risk to life from flood, and
  - (d) will not significantly adversely affect the environment or cause avoidable erosion, siltation, destruction of riparian vegetation or a reduction in the stability of river banks or watercourses, and
  - (e) is not likely to result in unsustainable social and economic costs to the community as a consequence of flooding.
- (4) A word or expression used in this clause has the same meaning as it has in the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005, unless it is otherwise defined in this clause.



## 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: 11132085  
Certificate application no: 461 – 2021c  
Applicant ref: JDG:BS:211954

25 January 2021

Glowreys – The Riverian Law Firm  
PO Box 755  
Deniliquin NSW 2710

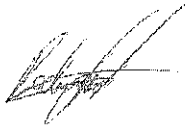
Dear Sir/Madam

**Re: Request for Certificates – Sewerage Diagram**  
**Property: Lot 722 DP 1009353 1825 Rangemore Road Burraboi NSW 2732**  
**Owner: David Andrew Ellis**

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

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

Yours sincerely



**Rod Croft**  
**Manager Development Services**





**Murray Irrigation**

Our Ref: EC:W051A:24724

Your Ref: JDG:BS:211954

Monday, 8 February 2021

Glowreys  
185 Cressy St  
DENILQUIN NSW 2710

By email only: [legal@glowreys.com.au](mailto:legal@glowreys.com.au)

Dear John,

**Information Enquiry : ELLIS, DA**

I **enclose** the information you requested regarding Water Entitlements Holding W051A.

As at statement date the balance of consolidated account is \$3,375.22.

This landholding does not 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,

**Elise Campbell**  
**Senior Permanent Trade Co-ordinator**

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

Encl. Account statement

Quarterly Account invoices issued

Water Allocation Report

Information Enquiry Report

## Enquiry Information

Murray Irrigation confirms that its records indicate the following information as at 08 February 2021 :

Information provided relating to

Landholding Reference Number: W051A  
 Shareholding Reference: 4003422  
 Water Entitlements Holding: 6003422  
 Delivery Entitlements Holding: 9102297

### (A) LIABILITY STATEMENT

Accruing Charges for Season 2020/21 :

Fixed Charges from 01 July 2020 - 826 Delivery Entitlements			
@ \$12.130 per Delivery Entitlement		\$	10019.38
@ \$ - per Entitlement, Land & water Management		\$	-
Fixed Charges from 01 July 2020 - 10 Water Entitlements			
@ \$6.220 per Water Entitlement, Government charge		\$	62.20
@ \$1.400 per Water Entitlement, Conveyance charge		\$	14.00
Irrigation Landholding	Outlets:		
@ \$1292.83 Landholding access fee	1	\$	1292.83
@ \$0.00 per Large irrigation outlet	0	\$	-
@ \$0.00 per Small irrigation outlet	0	\$	-
@ \$455.81 per Unmetered irrigation outlet	2	\$	911.62
@ \$1218.22 per Extra Large irrigation outlet	1	\$	1218.22
Tiered usage charges	Usage		
@ \$53.04/ML 0-5ML	4	\$	212.16
@ \$17.83/ML 6-100ML	0	\$	0.00
@ \$11.30/ML 101+ ML	0	\$	0.00
	-----		
Total:	4		
LWMP Usage charges:			
@ \$ 0.26 ML	4	\$	1.04
Account administration fee of \$ 227.91 p.a GST incl.		\$	227.91
			-----
Total Accruing charges at 08 February 2021		\$	13959.36
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: 995

### (E) WATER ENTITLEMENTS

## Enquiry Information

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

Owners Name:  
DAVID ANDREW ELLIS

Number: 10  
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. 8011703 CAVEAT MURRAY IRRIGATION LIMITED BK NO AK460827

### 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:  
DAVID ANDREW ELLIS

Number of Votes: 1  
Landholding Area: 384  
LWMP Category: W6  
Delivery Entitlements: 826

#### Property Description:

County	Parish	Type	Folio
WAKOOL	COCKRAN	Lot/DP	13/756526
WAKOOL	COCKRAN	Lot/DP	4/756526
WAKOOL	COCKRAN	Lot/DP	45/756526
WAKOOL	COCKRAN	Lot/DP	722/1009353
WAKOOL	COCKRAN	Consol	7315-71

-- End of Property Description

### (G) SUBDIVISION

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

## Enquiry Information

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### (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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Notices recorded in the register on 30-Mar-2016 - Private Irrigation Infrastructure Operators Program (PIIOP) works in progress. Arrangements must be made with Murray Irrigation in relation to these works before any sale of the landholding may proceed.. Contact MIL for details.

### (J) PERMANENT TRANSFERS

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Murray Irrigation Limited has received the following dealing applications:

Application No:	9020882
Date Received:	04-Feb-2021
From - Landholding:	W051A
Entitlements Holding:	6003422
Name:	ELLIS, DA
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 Water ordering  
Water Allocation Report for W051A**

Date: 08 Feb 2021 14:08

---

Water Allocation Account : W051A	Customer Number : 1003422	
Owner : ELLIS, David Andrew		
Address : "Cochrane Creek" RMB 374 DENILQUIN, NSW, AUSTRALIA 2710		
Phone : 03 5887 1228	Alt. Phone :	Fax : 03 5887 1228

---

SUMMARY	
Water Entitlement	10.0
Announced Class C Allocation	46%
Announced Efficiency Alloc	6%
Allocation Remaining	36.2
D.E. Transfer Limit	823.0
Flow share	1.0
Total Farm Water Balance Limit	1536.0

WATER BALANCE	
Annual Allocation	4.60
Resource Distribution	33.0
Overdraw	0.0
Carry-over from previous year	2.5
Off Allocation Usage	0.0
Net Water Allocation Trade	
Uncleared trades in Available	
Adjustment	
Water Users Credit	0.0
Allocation Total	40.2
Actual Usage	4.0
Estimated Use Since Last Reading	0.0
Estimated Balance Today	36.2
Volume ordered but not delivered	0.0
Allocation Remaining	36.2

DELIVERY ENTITLEMENT	
Delivery Entitlements	826.0
Net annual trade (cleared)	0.0
Uncleared trades in D.E.	
Total annual delivery entitlements	826.0
Casual usage billed this YTD	
Casual Use Threshold	991.2

Murray Irrigation Water ordering  
Water Allocation Report for W051A

Date: 08 Feb 2021 14:08

ORDER DETAILS						
None						
METER READINGS						
Outlet	Type	Max Flow	Reading	Date	Usage	Running Total
W051A/1	SLIPMETER	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
			0.0	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
			0.0	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 08.10.2020	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
			0.0	07:30 26.10.2020	0.0	0.0
			0.0	07:30 13.11.2020	0.0	0.0
			0.0	07:30 24.11.2020	0.0	0.0
			0.0	07:30 30.11.2020	0.0	0.0
			0.0	07:30 08.12.2020	0.0	0.0
			0.0	07:30 10.12.2020	0.0	0.0
			0.0	07:30 11.12.2020	0.0	0.0
			0.0	07:30 14.12.2020	0.0	0.0
			0.0	07:30 15.12.2020	0.0	0.0
			0.0	07:00 16.12.2020	0.0	0.0
			0.0	07:00 17.12.2020	0.0	0.0
			0.0	07:00 18.12.2020	0.0	0.0
			0.0	07:00 21.12.2020	0.0	0.0
			0.0	07:00 22.12.2020	0.0	0.0
			0.0	07:00 23.12.2020	0.0	0.0
			0.0	07:00 24.12.2020	0.0	0.0
			0.0	07:00 29.12.2020	0.0	0.0
			0.0	07:00 30.12.2020	0.0	0.0
			0.0	07:00 31.12.2020	0.0	0.0

GATE TIP/DATUM CHECK



**Murray Irrigation Water ordering  
Water Allocation Report for W051A**

Date: 08 Feb 2021 14:08

Outlet	Type	Max Flow	Reading	Date	Usage	Running Total
			0.0	07:00 04.01.2021	0.0	0.0
			0.0	07:00 05.01.2021	0.0	0.0
			0.0	07:00 06.01.2021	0.0	0.0
			0.0	07:00 07.01.2021	0.0	0.0
			0.0	07:00 08.01.2021	0.0	0.0
			0.0	07:30 11.01.2021	0.0	0.0
			0.0	07:30 12.01.2021	0.0	0.0
			0.0	07:30 13.01.2021	0.0	0.0
			0.0	07:30 14.01.2021	0.0	0.0
			0.0	07:30 15.01.2021	0.0	0.0
			0.0	07:00 18.01.2021	0.0	0.0
			0.0	07:00 20.01.2021	0.0	0.0
			0.0	07:00 25.01.2021	0.0	0.0
			0.0	07:00 27.01.2021	0.0	0.0
			0.0	07:00 28.01.2021	0.0	0.0
			0.0	07:00 29.01.2021	0.0	0.0
			0.0	07:00 01.02.2021	0.0	0.0
			0.0	07:00 02.02.2021	0.0	0.0
			0.0	07:00 03.02.2021	0.0	0.0
			0.0	07:00 04.02.2021	0.0	0.0
			0.0	07:00 05.02.2021	0.0	0.0
			0.0	07:00 08.02.2021	0.0	0.0

Outlet	Type	Reading	Date Effective	Deemed Usage	Running Total
W051A/P1	PPU		11:49 10.11.2020	2.0	2.0
W051A/P2	PPU		11:50 10.11.2020	2.0	4.0

Actual Consumption to date is 4.0

**CROPS**  
None

**CROP USAGE BY OUTLET**  
None

Parties			
Role	User No.	Name	Address
Owner, Sp Operator	200704	ELLIIS, David Andrew	"Cochrane Creek" RMB 374 DENILQUIN, 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

DA ELLIS  
"COCHRANE CREEK"  
RMB 374  
DENILQUIN NSW 2710

Statement Date:  
08-FEB-2021

# REMITTANCE ADVICE

# STATEMENT

Account: 1003422

Account: 1003422

Date	Doc #	Reference	Type	Amount	Reference	Amount	Pay
20-JAN-2020	2128501	DEC19 WNSW REBATE	IN	-15.23	2128501	-15.23	<input type="checkbox"/>
31-MAR-2020	2133807	MAR20 WNSW REBATE	IN	-15.23	2133807	-15.23	<input type="checkbox"/>
01-DEC-2020	2141742	JUN20 WNSW REBATE	IN	-15.23	2141742	-15.23	<input type="checkbox"/>
08-DEC-2020	2144328	ADJ SEP 20 QTR	IN	-0.10	2144328	-0.10	<input type="checkbox"/>
09-DEC-2020	2143018	SEP20 WNSW REBATE	IN	-15.45	2143018	-15.45	<input type="checkbox"/>
21-JAN-2021	2146331	DEC 20 QTR	IN	3,436.46	2146331	3,436.46	<input type="checkbox"/>

Bank details for direct deposit: BSB 062 533, Account 10117736, Ref: 1003422

Amount Paid \$

90+ days	60 days	30 days	Current	Future	Total Due
-30.46	0.00	-30.78	3,436.46	0.00	3,375.22

1003422



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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  
**1003422**

DA ELLIS  
"COCHRANE CREEK"  
RMB 374  
DENILQUIN NSW 2710

Invoice No: 2146331	Invoice Ref: DEC 20 QTR	Sales Order: 335723	Invoice Date: 21 Jan 2021		
Item Code	Item Description	Ordered	UOM	Unit Price	Line Total
	<i>W051A – ELLIS, David Andrew</i> <i>QUARTERLY INSTALMENT</i>				
LH-AFEE-IRR	Landholding access fee	1.00	LH	323.21	323.21
OUT-XL-IRR	X-Large Irrigation Outlet Fee	1.00	EACH	304.56	304.56
OUT-SD-IRR	Irrigation S&D Outlet Fee	2.00	EACH	113.955	227.91
DE-FEE	Delivery Entitlement Fee	826.00	DE	1.7825	1,472.35
DE-FEE-AMRR	Delivery Entitlement Fee-AMRR	826.00	EACH	1.25	1,032.50
WE-FEE-C	Govt Charge Recovery GS	10.00	WE	1.545	15.45
WE-FEE-CONVEY	Gov Charge Recovery Conveyance	10.00	WE	0.35	3.50
	<i>Usage this qtr:OML;Year to date:OML;</i>				
	-----				
ACC-CHG	Account admin fee (GST supply)	1.00	EACH	51.80	51.80

Enquiries: Quote Account 1003422

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

Date Due:  
**20 Feb 2021**

Ex Tax:	3,431.28
GST:	5.18
<b>Invoice Total:</b>	<b>\$3,436.46</b>

Remittance for Payment of Account 1003422

Date Due: 20/02/2021

Invoice No: 2146331

### Payment Options

**Direct Debit:**  
Reference: 1003422  
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

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

# TAX INVOICE

Account Number  
**1003422**

DA ELLIS  
"COCHRANE CREEK"  
RMB 374  
DENILQUIN NSW 2710

Invoice No: 2139093	Invoice Ref: SEP 20 QTR	Sales Order: 327137	Invoice Date: 9 Oct 2020		
Item Code	Item Description	Ordered	UOM	Unit Price	Line Total
	W051A - ELLIS, David Andrew QUARTERLY INSTALMENT				
LH-AFEE-IRR	Landholding access fee	1.00	LH	323.21	323.21
OUT-XL-IRR	X-Large Irrigation Outlet Fee	1.00	EACH	304.56	304.56
DE-FEE	Delivery Entitlement Fee	826.00	DE	1.7825	1,472.35
DE-FEE-AMRR	Delivery Entitlement Fee-AMRR	826.00	EACH	1.25	1,032.50
WE-FEE-C	Govt Charge Recovery GS	10.00	WE	1.555	15.55
WE-FEE-CONVEY	Gov Charge Recovery Conveyance	10.00	WE	0.35	3.50
	<i>Usage this qtr:OML; Year to date:OML;</i>				
ACC-CHG	Account admin fee (GST supply)	1.00	EACH	51.80	51.80

Enquiries: Quote Account 1003422

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

Date Due:  
**8 Nov 2020**

Ex Tax:	3,203.47
GST:	5.18
<b>Invoice Total:</b>	<b>\$3,208.65</b>

Remittance for Payment of Account 1003422

Date Due: 08/11/2020

Invoice No: 2139093

### Payment Options

**Direct Debit:**  
Reference: 1003422  
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





File Reference: 13/00814  
Account No: 381959

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

11 February 2021

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

Dear Sir/Madam

**Re: Search Results – D A Ellis & A E Hagan (sale of property) Lots 4, 13, 45 DP 756526, Lot 722 DP 1009353 - Your Ref: JDG:BS:211954 - (Search ID 3050806)**

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

- Crown tenure reports
- Crown Tenure diagrams
- Crown land Conveyancing Search Information Sheet.

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

This search has identified that Crown Reserve R1001812 for the purpose of Access to Water notified on the 18 Nov 1885 is associated with the subject land.

Licence 326730 authorises the use of Crown land for the purpose of Grazing over an area of 22.97ha.

Licence 326730 is an automatically transferrable licence as it provides a benefit to associated freehold or leased land. Should the associated land transfer, this licence will also transfer and the transferee will become liable for any rent, fees or any other debts incurred for this licence (including any arrears).

The transferee must notify the Department, in writing, of the transfer of associated land by completing and returning the enclosed "*Automatic Transfer: Notification of Transfer*" form together with the fee of \$89.00.

If the current holder does not wish to transfer the licence, a request to terminate must be submitted using the enclosed *Licence: Termination Statutory Declaration* form. The termination must be approved by the Department **prior** to the settlement date for the sale of the associated land otherwise the licence will automatically transfer.

Any structures, use or occupation of Crown land that is not authorised in the licence, or exceed the area authorised, are considered unauthorised and compliance action may be undertaken with the incoming licence holder/s.

**Although this licence has been identified as an automatic transfer, it is assumed that the associated benefitting land changes ownership by way a transfer, and not a transmission, mortgagee in possession or other third party transfer. In any of these circumstances the licence is not eligible for automatic transfer under section 5.27 of the *Crown Lands Management Act 2016* and an application to revoke the existing licence and grant a new licence is required.**

**A transmission occurs where the holder of land is deceased and the estate is transmitted to an executor or beneficiary under the terms of the will/probate.**

The completion of a Land Management Strategy is required for all licence applications for the purpose of grazing. A copy of the strategy is attached.

This search has identified that the subject land is also subject to Enclosure Permit 27971.

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

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

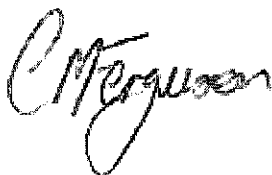
Customers who receive personal information in response to this request are reminded that they may be subject to the provisions of NSW and/or Commonwealth privacy legislation regarding the storage, use and disclosure of personal information.

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

[http://www.oralra.nsw.gov.au/pdf/forms/20180822\\_Land\\_Claim\\_Search\\_Request\\_August2018.pdf](http://www.oralra.nsw.gov.au/pdf/forms/20180822_Land_Claim_Search_Request_August2018.pdf)

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

Yours faithfully



Craig Ferguson  
Department of Planning, Industry & Environment - Crown Lands Business Centre



Account Number	27971	<b>ADDRESS FOR PAYMENTS</b>
Issue Date	11th February 2021	<b>PO Box 2155</b>
Search Date	31st January 2021	<b>Dangar NSW 2309</b>
Search ID	3050806	
Issued To	Glowreys - The Riverina Law Firm - Deniliquin	

## Holding Details

Holding	Enclosure Permit 27971 (Holding is now Current)
Registered Holder(s)	David Andrew Ellis
Area	1.716ha
Purpose(s)	road enclosure
Land	N/A
Text Description	Road west of portion 45, Parish Cockran, County Wakool. Road west of Lot 722 DP 1009353; Northwest Lot 722 DP 1009353 Parish: Cockran County: Wakool.

## Financial details

Total amount required to complete payment of all amounts as at 31st January 2021 is \$155.99

Annual Payment Rent	\$507.00 (GST not applicable) for the period 7 July 2020 to 6 July 2021
Adjusted Annual Payment - Rent (Annual Rent Payment less any rebates/waivers applied)	\$153.00 (GST not applicable)
Payment Dates	Rent is payable annually in advance on 7 July each year.
Current Payments Outstanding as at 31st January 2021	\$149.12
Fines/Interest Not Yet Due	\$6.87
Less amount at Credit	\$0.00
<b>Total as at 31st January 2021</b>	<b>\$155.99</b>

### Please Note:

- \* This statement shows the position of the account as at 31 Jan 2021. Any subsequent payments, debits or adjustments to the account are not reflected in these figures.
- \* Interest for late payment, currently at the rate of 8.02% per year, is charged from the due date to the date of payment, on all amounts not received within 28 days of becoming due.
- \* The current holder is receiving a rental rebate/waiver.
- \* This rebate/waiver may not continue to be in force in the future. Actual market/base rent will be payable on transfer.
- \* In the event of a transfer the purchaser will be responsible for payment of all amounts owing (including arrears).
- \* Rent payable for this Enclosure Permit is not subject to GST. However, GST may be payable on other services provided in relation to this holding.



Account Number	326730	<b>ADDRESS FOR PAYMENTS</b>
Issue Date	11th February 2021	<b>PO Box 2155</b>
Search Date	31st January 2021	<b>Dangar NSW 2309</b>
Search ID	3050806	
Issued To	Glowreys - The Riverina Law Firm - Deniliquin	

### Holding Details

Holding	Licence 326730 (Holding is now Current)
Registered Holder(s)	David Andrew Ellis
Area	22.97ha
Purpose(s)	grazing
Land	Whole: Lot 63 DP 756524 Parish Chowar County Wakool Title Associated: Lot 4 DP 756526, Lot 722 DP 1009353 Parish Cockran County Wakool
Text Description	Crown land being Portion 63 DP756524. Parish Chowar County Wakool

### Financial details

Total amount required to complete payment of all amounts as at 31st January 2021 is \$579.21

Annual Payment Rent	\$557.70 (includes GST) for the period 10 August 2020 to 9 August 2021
Adjusted Annual Payment - Rent (Annual Rent Payment less any rebates/waivers applied)	\$557.70 (includes GST)
Payment Dates	Rent is payable annually in advance on 10 August each year.
Current Payments Outstanding as at 31st January 2021	\$557.70
Fines/Interest Not Yet Due	\$21.51
Less amount at Credit	\$0.00
<b>Total as at 31st January 2021</b>	<b>\$579.21</b>

**Please Note:**

- \* This holding may be eligible to automatically transfer as it provides a benefit to associated land.
- \* A transfer fee is payable check website ([www.industry.nsw.gov.au/lands](http://www.industry.nsw.gov.au/lands)) for current fee.
- \* This statement shows the position of the account as at 31 Jan 2021. Any subsequent payments, debits or adjustments to the account are not reflected in these figures.
- \* In the event of a transfer the purchaser will be responsible for payment of all amounts owing (including arrears).
- \* The transferee must notify the Minister by written notice within 28 days from the date of transfer of associated land.
- \* Alternatively, should either party not wish to transfer the licence, a request to revoke the licence from the current holder must be approved by the Department PRIOR to the transfer of associated land.
- \* Rent is adjusted in accordance with the Crown Land Management Act 2016 and/or terms and conditions of the licence.
- \* Rent payable for this Licence is subject to GST. GST may also be payable on other services provided in relation to this holding.



# Licence termination statutory declaration

Use this form to request that termination of a licence by the NSW Department of Planning, Industry & Environment – Crown Lands (the department).

## Important information

The department will assess your request for termination. Lodgement of this form does not guarantee that your licence will be terminated.

The department may require you to undertake certain activities, such as remediation of land, removal of structures or payment of outstanding amounts prior to termination being considered.

Any overpaid rent will be refunded and consideration will be given to the release of any security deposit (if applicable). The termination of a licence does not waive any outstanding rent on the licence. Any amounts outstanding upon termination will continue to be a debt that is pursued by the department.

- If the request for termination is associated with a deceased estate, please provide the following:
- a copy of the death certificate
- a copy of will and/or probate.

## Contact us

For more information, please contact us at:

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

Phone: 1300 886 235

Fax: 02 4925 3517

Email: [enquiries@crowland.nsw.gov.au](mailto:enquiries@crowland.nsw.gov.au)

Web: [industry.nsw.gov.au/lands](http://industry.nsw.gov.au/lands)

## Privacy statement

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

## Declaration

<input type="checkbox"/> I <input type="checkbox"/> we	being the holder/s of licence no	
hereby solemnly and sincerely declare that I/we wish to request termination of my/our licence due to the following reasons:		

<input type="checkbox"/> I <input type="checkbox"/> we	declare that the following has been complied with (tick as appropriate):
--	--

- Usage and occupation of the Crown land has ceased
- Crown land is fenced out of my adjoining freehold land (if applicable)
- Invasive species/environmental weeds have been eradicated or sprayed within the last six months
- All rubbish has been removed from the Crown land
- The Crown land has been left in a clean and tidy condition
- All other conditions of the licence (including special conditions, if any) have been complied with
- All stock has been removed from the Crown land (if applicable)
- The licence account is paid to date
- Structures have been removed from the Crown land (if not, please provide details below)

<b>Details</b>	
----------------	--

<input type="checkbox"/> I <input type="checkbox"/> we	request termination of my/our licence as at	
--	---	--

This solemn declaration is made conscientiously believing the same to be true by virtue of the *Oaths Act 1900*.

### Declarer/s

<input type="checkbox"/> I <input type="checkbox"/> we	make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the <i>Oaths Act 1900</i> .
Declared at	
on this	
day of	
year	
Name	
Signature	
Name	
Signature	

### Declaration of witness

I,		a JP for NSW	
certify the following matters concerning the making of this statutory declaration by the person who made it: cross out any text that does not apply			
<p>1. I saw the face of the person <b>OR</b> I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering and</p> <p>2. I have known the person for at least 12 months <b>OR</b> I have not known the person for at least 12 months, but I have confirmed the person's identity using an identification document and the document on was</p>			
Signature			
Date			

## Contact details

Home address	
Postal address	
Home telephone	
Work telephone	
Mobile telephone	
Email address	

## Supporting documentation checklist

- A set of colour photographs showing the site
- Current business / company search with details of the directors (for business / company applications only)

**Deceased estates only, please provide the following:**

- A copy of will, death certificate and probate (if applicable)

## Lodgement

Please Mail completed application to:

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

Or

Email: [licences@crowmland.nsw.gov.au](mailto:licences@crowmland.nsw.gov.au)

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



## Land Management Strategy

(The details provided in this section of your application will determine the special conditions enforceable under the licence agreement. Please provide as much detailed information as possible)

1. **Proposed use of Crown Land** (eg. particulars of existing and proposed structures required to supplement use, if used in conjunction with adjoining land or as a 'stand-alone' parcel of land and any other information relation to the use of Crown Land)

2. Please identify the **type of stock** and the **stocking rate** you intend to apply to the land.

3. Please identify any immediate **management issues** you consider to be a priority for this parcel of land.

4. Does the parcel of land have a **creek/river** (or any other 'waterbody')?

No     Yes

If yes, please provide details below and advise whether it is fenced off to exclude stock access?

5. Outline your **experience in land management** and how your knowledge and expertise will ensure ongoing appropriate management of the parcel of land.

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6. Please outline your **Drought Management Strategy** (how do you intend to maintain acceptable groundcover during drought conditions eg. de-stocking, restricted grazing, sale, agistment, supplementary feeding)

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7. Please outline your **Bushfire Hazard Reduction Plan** (under the *Rural Fires Act* landholders are required to take the necessary steps to prevent the occurrence and spread of bushfires)

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8. Please describe current **fencing condition** and your intended maintenance/replacement program (boundary fences are to contain stock and any maintenance/replacement requires negotiation with adjoining landholder)

--

**Declaration (up to 2 parties)**

I			
And I			
declare that:			
<ul style="list-style-type: none"><li>• The details supplied on this form and any supporting documentation attached are true and correct to the best of my knowledge</li><li>• I am over 18 years of age</li></ul>			
Signature		Date	
Signature		Date	



## Enclosure permit—notification of transfer application

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

### Fee

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

### Contact us

For more information, please contact us at:

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

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

Fax: 02 4925 3517

Email: [enclosure.permits@crowland.nsw.gov.au](mailto:enclosure.permits@crowland.nsw.gov.au)

Web: [industry.nsw.gov.au/lands](http://industry.nsw.gov.au/lands)

### Privacy statement

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## Applicant details

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

## Property details

List details of related land

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

## Declaration

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





# Enclosure permit—notification of transfer application

## To be completed by lodging agent

Name	
Address	
Your reference	
Signature	
Date	

## Lodgement

Email the completed form to: [enclosure.permits@crowland.nsw.gov.au](mailto:enclosure.permits@crowland.nsw.gov.au)

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

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

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



## Licences—automatic transfer notification

Use this form when notifying the Department of Planning, Industry & Environment (the department) when a parcel of land to which a licence provides a benefit has been transferred to a new owner or sold.

### Important information

This form applies to licence transfers pursuant to section 5.27 of the *Crown Land Management Act 2016*. It remains the department's discretion to determine if a licence provides a benefit to freehold or leasehold land.

### Fee

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

### Contact us

For more information, please contact us at:

NSW Department of Planning, Industry & Environment – Crown Lands

PO Box 2155

DANGAR NSW 2309

Phone: 1300 886 235

Fax: 02 4925 3517

Email: [enquiries@crowmland.nsw.gov.au](mailto:enquiries@crowmland.nsw.gov.au)

Web: [industry.nsw.gov.au/lands](http://industry.nsw.gov.au/lands)

### Privacy statement

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## Business/ company information

Please only complete if the transferee is a business/company.

Organisation/business name			
Company contact person			
Email			
ABN/ACN			
Organisation/business address			
Postal address			
Daytime contact		Mobile	

## Holder 1

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

## Holder 2

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

## Transferor details (Vendor)

Future contact details (for confirmation of transfer notification)	
First name	
Family name	
Company name (if applicable)	
Residential address	
Postal address	
Home telephone	
Work telephone	
Mobile telephone	
Email address	

## Property details

List details of related land:

Lot/DPs	Locality/address

## Declaration

<input type="checkbox"/> I <input type="checkbox"/> We,	advise that on the **date shown below,	<input type="checkbox"/> I <input type="checkbox"/> We,	became holders of the specified land.
A payment of \$89.00 is attached with this form with a cheque or money order made payable to Department of Planning, Industry & Environment – Crown Lands.			
Licence No/s:		**Date of transfer of land	
Name			
Signature		Date	

## To be completed by conveyancing or lodging agent

Name	
Address	
Your reference	
Signature	
Date	

## Lodgement

Please Mail completed application to:

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

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

## Crown land conveyancing searches

### What information does a Crown land conveyancing search provide?

A Crown land conveyancing search will disclose the following information about Crown land tenures at a given date:

- Crown tenure type and status
- registered holders
- lot and DP (deposited plans) identifiers
- primary due date
- annual gross rental
- current amount due (only available where the debt transfers with the land).

### What is a tenure?

Crown tenure is a term used to describe any lease, licence (including permissive occupancies), incomplete purchase or enclosure permit administered under the *Crown Land Management Act 2016* (the Act).

### Why is a search necessary?

When purchasing a property, especially waterfront land or rural properties adjacent to Crown land or Crown roads, or land that is subject to a Crown tenure, it is important to undertake a Crown land conveyancing search to determine the details of the Crown tenure the land is subject to or that attach to/or are associated with the property being transferred.

### What is the application process for a conveyancing search?

A Crown land conveyancing search application form is available from the website of the NSW Department of Planning, Industry & Environment – Crown Lands (the department), [www.industry.nsw.gov.au/lands](http://www.industry.nsw.gov.au/lands). The application form must be lodged with the department with the relevant fee and all mandatory fields must be completed. The application fee for conveyancing searches changes on 1 July each year. Please ensure you visit the department's website for the current application form and associated fee.

Search results will not be provided unless full payment has been received. Monthly account holders can forward the completed application form directly to [searches@crowmland.nsw.gov.au](mailto:searches@crowmland.nsw.gov.au).

For information on how to become a monthly account holder, please contact our accounts team [accounts@crowmland.nsw.gov.au](mailto:accounts@crowmland.nsw.gov.au)

Note: A separate application is required for each individually rateable property.

### Who can apply for a Crown land conveyancing search?

Solicitors, conveyancer and conveyancing agents are able to apply for a conveyancing search.

A valid reason for conducting the search must be provided on the application form and may include the sale or purchase of land. Other reasons for a search must be specified on the application form and an assessment will be made on receipt of the application as to whether the search will be conducted on those grounds.

### What is an enclosure permit?

An enclosure permit (EP) is an authorisation issued by the department to an owner of an adjoining property and allows the Crown road to be:

- used for the grazing of stock
- fenced into the owner's private land.

An EP does not give a person ownership of the Crown road or allow them to restrict access along the Crown road.

When a property enclosing a Crown road is sold, the EP remains in force and the new owner/s of the land are liable for payment of the rent, including any arrears of rent and interest.

### What is a Crown land licence?

A licence is an authority granted by the department under the Act, which by law, gives permission to occupy and used Crown land for a specified purpose/s. These include waterfront structures, grazing, water supply and access and many more. Licences are subject to conditions that are set out in the licence agreement with additional special conditions included relative to the purpose of the licence and specific environmental outcomes.

There are various ways to transfer or obtain a new licence. Information and the applicable forms will be issued with a conveyancing search. All applications for licences of Crown land are considered on their individual merits and, until approved, no guarantees can be given that an application will ultimately be successful.

### What is an automatically transferable licence?

Licences that provide a benefit to associated freehold or leasehold land are automatically transferred as at the date of transfer of the associated land.

Examples of these licences include some domestic waterfront facilities, water supply and access facilities, access tracks or encroachments. It is at the discretion of the department to determine if a licence provides a benefit to freehold or leasehold land.

The purchaser of freehold or leasehold land (the transferee) will become liable for any rent, fees, or other amounts related to the licence, including any arrears, from the date of transfer of the associated freehold or leasehold land. Conveyancing agents must undertake adjustments at settlement for licences that automatically transfer.

If a security deposit exists on the licence account, the security will be returned to the prior holder subject to compliance with terms and conditions of the licence. A replacement security may then be requested from the transferee.

Conveyancing search results will specify whether a licence automatically transfers or otherwise.

Upon transfer of the associated freehold or leasehold land, it is the responsibility of the transferee to notify the department within 28 days. Notification should be provided via the *Automatic Transfer—Notification of Transfer* form, available from [industry.nsw.gov.au/lands/use/licences](http://industry.nsw.gov.au/lands/use/licences).

If the current licence holder does not consent to the transfer of the licence, a request to terminate the licence must be submitted via the *Licence: Termination Statutory Declaration* form, available from [industry.nsw.gov.au/lands/use/licences](http://industry.nsw.gov.au/lands/use/licences). The termination must be approved by the department **prior** to the transfer of associated freehold or leasehold land, otherwise the licence will automatically transfer.

A request for termination should be submitted in a timely manner to enable the department to assess the request prior to the associated freehold or leasehold land transferring.



### What licences do not automatically transfer?

A licence will not automatically transfer in the following circumstances:

- The licence does not provide a benefit to freehold or leasehold land.
- The licence is not held in the exactly the same name as the associated freehold or leasehold land.
- The ownership of associated freehold or leasehold land is being changed by transmission and not a transfer. A transmission may occur where the ownership of the land is transmitted to an executor, beneficiary, mortgagee or other third party.

In these circumstances an application for the revocation of an existing licence and issue of a new licence to the purchaser/s must be submitted to the department. All applications will be considered on their individual merits and no guarantees can be given that an application will be successful.

Adjustments do not need to be made at settlement for licences that do not automatically transfer.

### What is a Western Lands lease?

Western Lands leases (WLL) are granted for a variety of purposes including residence, business, grazing, agriculture, cultivation, conservation and farm tourism. A WLL may have more than one purpose.

The holder of a WLL may not transfer their lease if there is any debt owing to the department. **Any debt must be paid to the department, in full, prior to settlement.**

Minister's consent is required for the transfer of all WLLs, except where Minister's consent has been granted to remove the restriction on dealings from the title.

Rent on rural WLLs is calculated on the total area of all WLLs held by the lease holder and also takes into account the use of the land.

Rent is due on 1 July annually and is payable in advance.

### What is a perpetual lease?

A perpetual lease is a form of tenure held over Crown land authorising the occupation and usage of the land. The holder of a perpetual lease may not transfer their lease if there is any debt owing to the department. **Any debt must be paid to the department, in full, prior to settlement.**

In most cases, the consent of the Minister for Lands and Forestry is required to transfer these types of Crown tenures. Upon transfer the purchaser becomes responsible for payment of annual rental and compliance with any lease conditions.

Perpetual leaseholders may be eligible to purchase the land associated with their lease. Interested leaseholders should contact the department for further information.

### What is an incomplete purchase?

An incomplete purchase is a former lease that is in the process of being purchased.

The holder of an incomplete purchase may not transfer their incomplete purchase if the annual instalments are in arrears. **Any debt must be paid to the department, in full, prior to settlement.**

The Act requires that when an incomplete purchase is transferred, the balance of purchase monies must be paid within three months from the date of settlement. Schedule 4 Division 3 Section 24(5) of the Act lists the exceptions to the requirement for payment of the purchase monies upon transfer.

### What are the border fence maintenance rates?

Land holders in the Western Division with lands totalling at least 1,000 ha are charged annual border fence maintenance rates.

These rates apply to all tenures including Western Lands leases, freehold, Crown leases, licences and other occupations. Rates are determined by the Border Fence Maintenance Board and are due annually on 1 January.

As the border fence maintenance rates apply to the land, all rates including arrears must be paid in full prior to the transfer of freehold or leasehold land to which these rates apply.

### When is minister's consent required?

Some leases, including perpetual leases, Western Lands leases and general leases, may have restrictions on dealings that prevent NSW Land Registry Service from recording a transfer of an affected title until minister's consent has been granted. Some general leases may also have restrictions on mortgage and sub-leasing.

The relevant minister's consent application forms will be issued with a conveyancing search.

### More information

- Email: [searches@crowmland.nsw.gov.au](mailto:searches@crowmland.nsw.gov.au)
- Web: [www.industry.nsw.gov.au/lands](http://www.industry.nsw.gov.au/lands)
- Phone: 1300 886 235

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However, because of advances in knowledge, users are reminded of the need to ensure that information upon which they rely is up to date and to check currency of the information with the appropriate officer of the Department of Industry or the user's independent adviser.

**EP 27971**

**Legend**

- Crown Tenure
- Lot
- Unidentified
- Road
- Water Feature

**Crown Account Details**

Account: 27971 Enclosure Permit (HY981324)

Status: CURRENT

Holder: David Andrew Ellis

Purpose: Road Enclosure

Parish: COCKRAN  
County: WAKOOL  
LGA: MURRAY RIVER  
Suburb: BURRABOI

Author: DPi/fergusc  
Map Created: 11/02/2021 8:09:30 AM

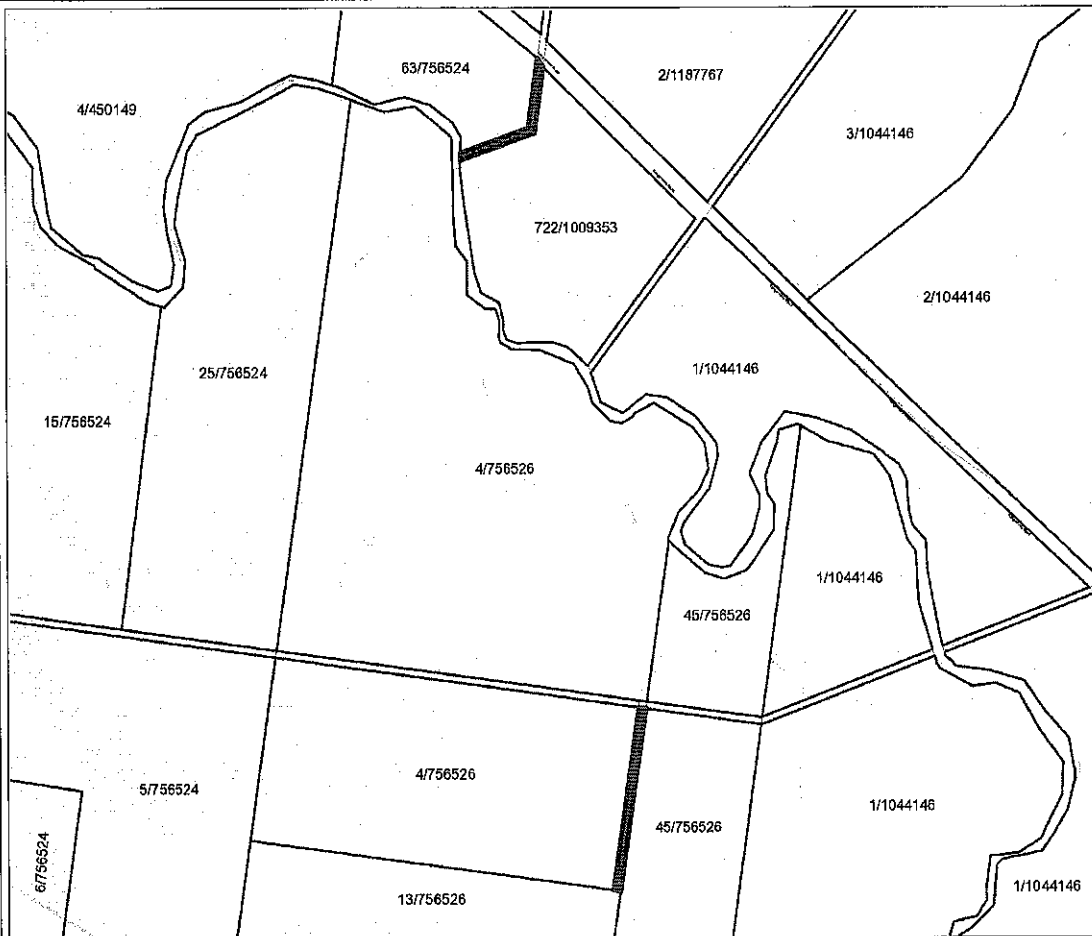


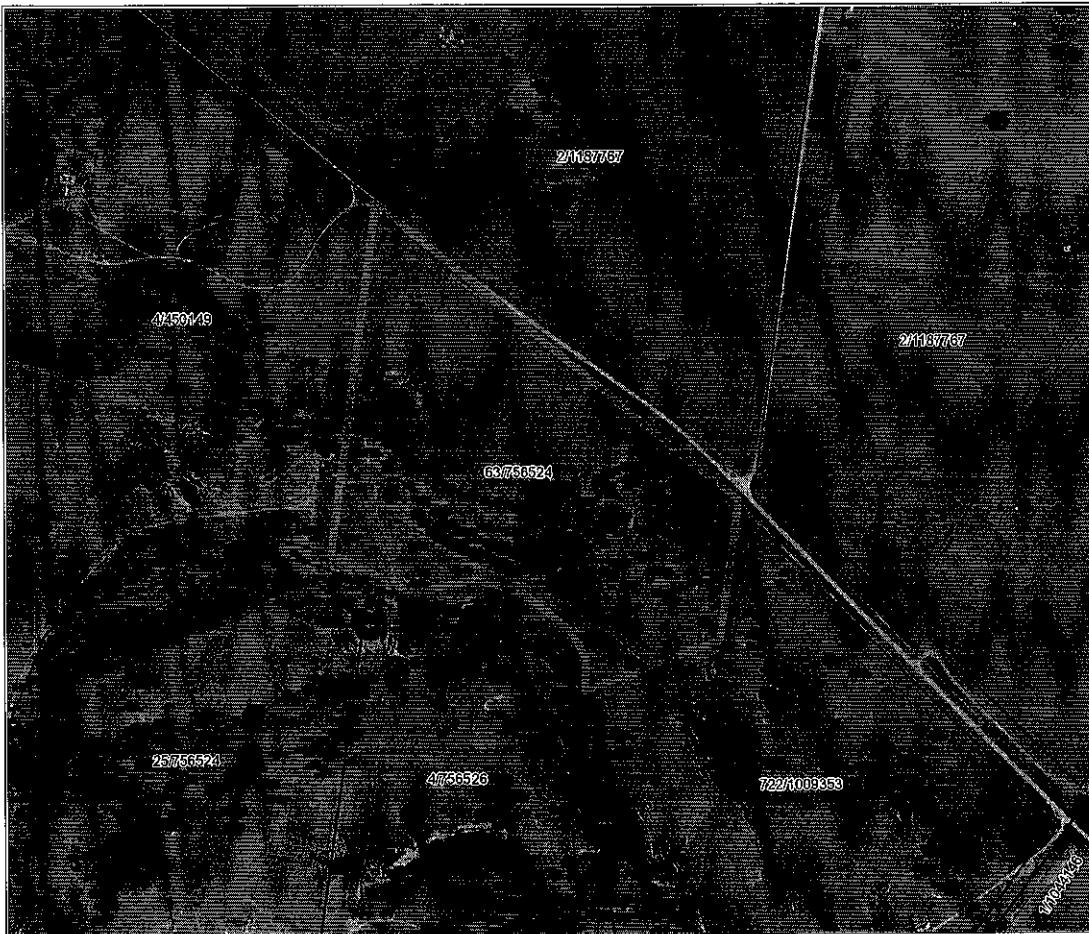
Scale 1: 18055

Projection: WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere

Disclaimer: Scale is not accurate. Crown Lands must not be liable for any loss or damage (including loss of profits, business, revenue or data) whether in contract, tort (including negligence) or otherwise arising from or in connection with any defect, error or inaccuracy of information or any part thereof or any products or services.

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- Legend**
- |   |   |
|---|---|
| <input type="checkbox"/> Aboriginal Land Claim Boundary | <input type="checkbox"/> New Crown Lease                |
| <input type="checkbox"/> Licence (Structure Point)      | <input type="checkbox"/> Crown Land - Undefined Status  |
| <input type="checkbox"/> Licence (Structure Line)       | <input type="checkbox"/> Crown Road                     |
| <input type="checkbox"/> Licence (Structure Polygon)    | <input type="checkbox"/> Shared Crown / Council Road    |
| <input type="checkbox"/> Licence (Land Area)            | <input type="checkbox"/> Crown Road - Undefined Status  |
| <input type="checkbox"/> Crown Lease                    | <input type="checkbox"/> Crown Waterway                 |
| <input type="checkbox"/> Enclosure Permit               | <input type="checkbox"/> All Crown (Land, Road & Water) |
| <input type="checkbox"/> Crown Reserve                  | <input type="checkbox"/> Local Government Area          |
| <input type="checkbox"/> Crown Land (Other)             | <input type="checkbox"/> G.D.R.P.                       |
| <input type="checkbox"/> Crown Land                     | <input type="checkbox"/> National Parks Reserve         |
| <input type="checkbox"/> Crown Land - Status Unknown    | <input type="checkbox"/> State Forest                   |

**Crown Account Details**

Account: 326730 Licence (General) (HY81H1028)

Status: CURRENT

Holder: David Andrew Ellis

Purpose: Grazing

Parish: CHOWAR  
 County: WAKOOL  
 LGA: MURRAY RIVER  
 Suburb: BURRABOI

Author: DPI/erguse  
 Map Created: 11/02/2021 8:17:06 AM

Projection: WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
 Disclaimer: Scale is not accurate. Crown Lands must not be liable for any loss or damage (including loss of profits, business, revenue or data) whether in contract, tort (including negligence) or otherwise arising from or in connection with any defect, error or inaccuracy of information or any part thereof or any products or services.  
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To: GLOWREYS  
PO BOX 755  
DENILIKUIN NSW 2710

Your Ref: JDG:BS:211954  
LLS Holding Ref: 111011193

Owner(s): DA ELLIS  
Property Description: COCHRANE CREEK  
Parish: CHOWAR; COCKRAN County: WAKOOL Lot / DP: 756526/4;756526/45;756526/13;1009353/722;

Property Identification Code: NC421003

Purchaser: UNKNOWN

**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:

Table with 2 columns: Adverse Affectation, and a list of four items with checkboxes: An emergency order, A control order, An individual biosecurity direction, and 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. Seb Position: District Veterinarian Date: 8/02/2021

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