

Contract for the sale and purchase of land 2022 edition

| TERM | MEANING OF TERM | NSW DAN: |
|---|---|---|
| vendor's agent | Ray White Wheatley Hall & Thomson 173 Cressy Street, Deniliquin, NSW 2710 | Phone: 0408 425 777 Ref: Hamish Thomson |
| co-agent | | |
| vendor | Josch Holdings Pty Ltd ACN 143 296 502 18L Jaymark Road, Dubbo, NSW 2830 | |
| vendor's solicitor | Francis Kelly & Grant 144 End Street, Deniliquin NSW 2710 DX 5561 Deniliquin | Phone: 03 5881 2066 Email: dg@fkg.net.au Fax: 03 5881 4153 Ref: David Grant 02 32348 |
| date for completion land (address, plan details and title reference) | 60th day after the contract date "Ughatumbia" and "Jinark" of Tooranie Road, Mallan 2734 Lot 80 DP756553 ("Ughatumbia" and Lot 24 DP756600 ("Jinark") Folio Identifiers 80/756553 and 24/756600 : SEE DESCRIPTION OF PROPERTY AND INCLUSIONS | (clause 15) |
| improvements | <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other: SEE DESCRIPTION OF PROPERTY AND INCLUSIONS | |
| attached copies | <input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents: | |

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

| | |
|-----------------------|--|
| inclusions | <input type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input type="checkbox"/> other: SEE DESCRIPTION OF PROPERTY AND INCLUSIONS |
| exclusions | |
| 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) |

Where there is more than one purchaser JOINT TENANTS
 tenants in common in unequal shares, specify:

GST AMOUNT (optional) The price includes GST of:
 buyer's agent

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

SIGNING PAGE

| VENDOR | PURCHASER |
|---|--|
| <p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p> | <p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p> |
| VENDOR (COMPANY) | PURCHASER (COMPANY) |
| <p>Signed by Josch Holdings Pty Ltd ACN 143 296 502 in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person</p> <p>JOHNATHAN BRYAN O'SULLIVAN</p> <p>_____</p> <p>Name of authorised person</p> <p>Sole director/secretary</p> <p>_____</p> <p>Office held</p> | <p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p> <p>_____</p> <p>Office held</p> |

Choices

Vendor agrees to accept a *deposit-bond* NO yesNominated *Electronic Lodgment Network (ELN)* (clause 4)

PEXA

Manual transaction (clause 30) NO yes

(if yes, vendor must provide further details, including any applicable exemption, in the space below):

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

Land tax is adjustable

 NO yes

GST: Taxable supply

 NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

 NO yes

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

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

List of Documents

| | |
|--|--|
| <p>General</p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</p> <p><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</p> <p><input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 occupation certificate</p> <p><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 17 other document relevant to tenancies</p> <p><input type="checkbox"/> 18 licence benefiting the land</p> <p><input type="checkbox"/> 19 old system document</p> <p><input type="checkbox"/> 20 Crown purchase statement of account</p> <p><input type="checkbox"/> 21 building management statement</p> <p><input type="checkbox"/> 22 form of requisitions</p> <p><input type="checkbox"/> 23 <i>clearance certificate</i></p> <p><input type="checkbox"/> 24 land tax certificate</p> <p>Home Building Act 1989</p> <p><input type="checkbox"/> 25 insurance certificate</p> <p><input type="checkbox"/> 26 brochure or warning</p> <p><input type="checkbox"/> 27 evidence of alternative indemnity cover</p> <p>Swimming Pools Act 1992</p> <p><input type="checkbox"/> 28 certificate of compliance</p> <p><input type="checkbox"/> 29 evidence of registration</p> <p><input type="checkbox"/> 30 relevant occupation certificate</p> <p><input type="checkbox"/> 31 certificate of non-compliance</p> <p><input type="checkbox"/> 32 detailed reasons of non-compliance</p> | <p>Strata or community title (clause 23 of the contract)</p> <p><input type="checkbox"/> 33 property certificate for strata common property</p> <p><input type="checkbox"/> 34 plan creating strata common property</p> <p><input type="checkbox"/> 35 strata by-laws</p> <p><input type="checkbox"/> 36 strata development contract or statement</p> <p><input type="checkbox"/> 37 strata management statement</p> <p><input type="checkbox"/> 38 strata renewal proposal</p> <p><input type="checkbox"/> 39 strata renewal plan</p> <p><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</p> <p><input type="checkbox"/> 41 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 42 plan creating neighbourhood property</p> <p><input type="checkbox"/> 43 neighbourhood development contract</p> <p><input type="checkbox"/> 44 neighbourhood management statement</p> <p><input type="checkbox"/> 45 property certificate for precinct property</p> <p><input type="checkbox"/> 46 plan creating precinct property</p> <p><input type="checkbox"/> 47 precinct development contract</p> <p><input type="checkbox"/> 48 precinct management statement</p> <p><input type="checkbox"/> 49 property certificate for community property</p> <p><input type="checkbox"/> 50 plan creating community property</p> <p><input type="checkbox"/> 51 community development contract</p> <p><input type="checkbox"/> 52 community management statement</p> <p><input type="checkbox"/> 53 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 55 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</p> <p><input type="checkbox"/> 58 disclosure statement - off the plan contract</p> <p><input type="checkbox"/> 59 other document relevant to the off the plan contract</p> <p>Other</p> <p><input checked="" type="checkbox"/> 60 Planning Industry & Environment letters dated 23 and 24 January 2023; LLS adverse affectations certificate; WaterNSW Statement of Approval</p> |
|--|--|

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

DESCRIPTION OF PROPERTY

ALL THOSE pieces or parcels of land having a total area of 2,891.7 acres or 1,170.25 hectares situate in the Murray River Council Local Government Area, Parishes of Mallan and Yadchow County of Wakool and being more particularly:

- (a) 1,486.7 acres (601.67 hectares) being Lot 80 in DP756553 comprised in 80/756553; and
- (b) 1,405 acres (568.6 hectares) being Lot 24 in DP756600 comprised in 24/756600

TOGETHER WITH Murray Irrigation Landholding LRN W305 with 5 shares, 229 delivery entitlements and 17 water entitlements relating to 80/756553 only

INCLUSIONS

"Ughatumbia", 849 Tooranie Road, Mallan

Improvements

Operational T&L Centre Pivot irrigator, 75W Western 54rn electric pump and infrastructure, 3 Bedroom timber / fibro house, operational sheering shed including overhead sheering plant, machinery/hay shed, border check and contour irrigation and outlets and infrastructure, fencing, set of sheep yards

House fixtures and fittings

Blinds, fixed floor coverings, light fittings, insect screens, dishwasher, clothes line, TV aerial, range hood, ceiling fans, air conditioning, wood heater, S & D water pipe, poly water tank

'Jinark' - Tooranie Road, Mallan

Improvements

Stock and domestic dam including diesel lift pump and associated poly piping, valves and infrastructure. 4 Bedroom timber house, sheering shed needing repair, boarder check and contour irrigation and outlets and infrastructure, fencing, sundry shedding, steel cattle yards and crush.

House fixtures and fittings

Blinds, fixed floor coverings, light fittings, insect screens, dishwasher, clothes line, TV aerial, range hood, ceiling fans, air conditioning, wood heater, S & D water pipe, large steel water tank, domestic house watering system

Conditions of sale of land 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 13 of the Property, Stock and Business Agents Regulation 2014 and section 68 of the Property, Stock and Business Agents Act 2002 (*the Act*):

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences;
 - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
 - (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 vendor;
 - (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) Subject to subclause 3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announces 'vendor bid'.

3. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:

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

SPECIAL CONDITIONS ANNEXED TO CONTRACT FOR SALE BETWEEN JOSCH HOLDINGS PTY LTD ACN 143 296 502 AS VENDOR OF THE ONE PART AND

AS PURCHASER/S OF THE OTHER PART DATED: / / 2023

1. **Murray Irrigation Limited**

The undermentioned Special Condition applies to "Ughatumbia" (80/756553) only: "Jinark" (24/756600) was disconnected from MIL in 2014/15

1.1 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 the Water Management Act 2000);
- (b) water usage;
- (c) whether any notices or orders have been issued by Murray Irrigation to the Landholder in respect of breaches of the Entitlements Contract or the Water Management Act 2000;
- (d) details as to the existing Shares, Water and Delivery Entitlements referable to the Landholding; and
- (e) whether any applications have been received by MIL for transfers of Water Entitlements or volumes of water.

1.2 In this special condition:

Property includes Shares, Water and Delivery Entitlements referable to the land sold and is identified in the relevant Share, Water and Delivery Entitlements Certificates.

Application means the application for the permanent transfer of the Shares, Water and Delivery Entitlements.

Permanent Transfer refers to the permanent transfer of the Shares, Water and Delivery Entitlements referred to in this special condition.

1.3. Completion of this contract of sale is subject to and conditional upon the consent of Murray Irrigation Limited ("MIL") to a Permanent transfer of the Shares, Water and Delivery Entitlements.

1.4 1.4.1 The purchaser must sign and serve the Application for Approval to Permanently Transfer the Shares, Water and Delivery Entitlements (as prescribed by MIL from time to time) (the "Application") on the vendor within [14] days from the date of this contract.

1.4.2 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.

- 1.5 Serving the application does not of itself imply acceptance of the title to the property.
- 1.6 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 that request.
- 1.7 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.
- 1.8 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.
- 1.9 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.
 - 1.9.1 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.
 - 1.9.2 If MIL refuses to consent to the application 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.
 - 1.9.3 This clause does not affect any other rights of the parties.
- 1.10 1.10.1 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.
 - 1.10.2 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.
- 1.11 Subject to obtaining consent from MIL to the Application, on completion, the vendor must give to the purchaser or to MIL an authority for the delivery to the purchaser

following completion of the share, water and delivery entitlements certificates or statements.

- 1.12 1.12.1 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, Water and Delivery 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).
- 1.12.2 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.
- 1.13 The property sold includes the vendor's right title and interest in:
- 5 Shares in Murray Irrigation Limited;
 - 17 Water Entitlements in Murray Irrigation Limited;
 - 229 Delivery Entitlements with Murray Irrigation Limited referable to the property "Ughatumbia" (80/756553).
- 1.14 The vendor shall be entitled all announced allocation up to the date of completion and the purchaser shall be entitled to any allocation announced in respect of the water or delivery entitlements as and from the date of completion.

2. **Nomination of value of improvements**

Each of the parties shall be entitled to nominate their own values for any improvements and chattels passing to the purchaser pursuant to this contract. The purchaser acknowledges and agrees that the values nominated by it must be fair market value and if they are not accepted by the Australian Taxation Office then the values of such items shall not be less than the closing written down values of those items in the hands of the vendor as at 30 June immediately following the date hereof.

3. **Stock**

The vendors acknowledge and agree that they will not depasture nor cause to be depastured on the said lands any greater number of stock than that number already existing thereon at the date of execution of this agreement, natural increase excepted.

4 Acceptance of improvements, encroachments and area

4.1 Upon execution of this contract the purchaser is deemed to have accepted the property and its improvements in their present state and condition and with all defects and shall raise no objection or requisition or claim for compensation in relation to any of the matters set out below:

- (a) the position of fencing both internal and boundary including give and take fences, or the condition of any fences;
- (b) any roads or reservation of roads traversing the property whether disclosed or not disclosed in the contract;
- (c) the vendor not holding any permits or authority to enclose roads within the boundaries of the land sold or to carry rabbit proof or other fencing across any roads dividing or adjoining;
- (d) any gates having been erected across a road or roads which traverse the property;
- (e) any contravention of the Rural Workers Accommodation Act;
- (f) the position or existence of transmission or telephone lines on or near the property;
- (g) the presence and/or condition of any drains, sewers, canals, channels, creeks or waterways adjoining or traversing the property;
- (h) the existence or nature of any exploration licence, mining licence, mining lease or any other permit or authority in respect of the property;
- (i) the existence, size or siting of any dam;
- (j) any discrepancy between the property as fenced and the title boundaries;
- (k) any contravention of or non-compliance with any regulation with respect to Occupational Health and Safety;
- (l) the presence of any threatened species of fauna or flora on the subject property and/or the impact of such presence on the use to which any part of the property may be put;
- (m) the presence or effect on the land of any disused plunge stock dip or rubbish tip, or surface or underground fuel tank;
- (n) the carrying out of any work on the property without any approval, consent or permission of any statutory or other authority;
- (o) the obtaining, or failure to obtain, of any approval permit or consent or the failure to comply with any term or condition of any such approval, permit or consent where obtained.

4.2 Any claim for compensation by the purchaser shall be deemed to be a requisition as to title for the purposes of this contract.

4.3 The purchaser has entered into this contract following his detailed inspection of the property and acknowledges that there shall be no reduction in price should it be found that the area of the property is less than that area set out in the description of property or in the Crown and other plans attached to this contract.

5. **Transfer of licenses and permits**

The vendors acknowledge and agree that they will use their best endeavours and sign all necessary papers and documents to effect a transfer of:

- (a) any and all licenses attaching to the subject property;
- (b) all relevant road permits now used in conjunction with the property granted to the purchaser in the place of the vendor on or before completion at the purchaser's expense. In the event that such road permits shall not have been granted to the purchaser on or before completion the obligations of the vendor under this clause shall not merge on completion and shall remain a continuing obligation but nevertheless the purchaser shall be bound to complete this contract in accordance with the provisions hereof.

6. **Good husbandry**

Between the date hereof and the date of completion the vendors agree to manage the property in accordance with good management and agricultural husbandry practices and principles appropriate to the agricultural district in which the property is situated and to maintain normal stocking rates.

7. **Non-merger**

No clause or special condition hereto shall merge on completion where such clause may reasonably be construed as intended to have a continuing effect after completion.

8. **Diminution of value**

This contract shall not be affected by any loss or damage to the subject property or to any fencing or improvements thereon arising from fire, storm, tempest or flood or by any diminution in the value thereof from any cause whatsoever which may take place between the date of this contract and the date of completion. It shall be the responsibility of the purchaser to insure the property and its improvements against all risks desired to be protected from the date hereof to that amount of cover required by the purchaser.

9. **Written contract constitutes whole agreement**

- (a) This contract will supersede any and all prior agreements, understandings, arrangements, promises, representations and warranties or any form or nature whatsoever, whether oral or in writing and whether explicit or implicit, which may have been entered into prior to the execution hereof between the parties, their officers, directors, or employees as to the subject matter hereof.
- (b) Neither of the parties hereto has relied upon any oral representation or oral information given to him by any representative of the other party.
- (c) No warranties shall be deemed to have been given or implied, as to any matter or thing relating to the subject property, from any map, advertisement brochure or any written or oral statement otherwise than is written herein.
- (d) No amendment of this contract shall be valid unless made in writing and duly executed by the parties hereto.

10. **Notice to complete**

If this contract is not completed on or before the completion date the vendors may at any time thereafter by notice in writing signed and served in accordance with condition number 20 call upon the purchaser to complete this contract at the expiration of fourteen (14) days from the date of service of such notice and in that event time shall become of the essence of the contract. The parties agree that the said period of fourteen (14) days is agreed for all purposes to be a reasonable period for completion following the service of a notice to complete.

11. **Interest on default**

If for any reason not solely attributable to the vendors the balance of the purchase money shall not be paid by the purchaser to the vendor by the completion date hereto the purchaser shall on completion pay by way of liquidated damages a sum equal to the rate of eight per centum (8%) per annum on the said balance from the due date until the actual completion without prejudice to the vendor's rights under this contract to exercise the vendor's rights and remedies therein mentioned or its other rights to damages by virtue of the default of the purchaser hereunder. Such sum shall form part of the purchase monies and be paid on completion as an essential term of this agreement.

12. **Nomination of substitute purchaser**

The purchaser shall have the right to nominate or substitute an alternative purchaser or purchasers for the property or part of the property (but not so as to necessitate a subdivision) within 28 days from the date of signing of this contract and such nomination, if made, shall be made by serving a written notice to that effect upon the vendor's solicitors within the time prescribed whereupon the substituted or nominated purchaser shall be deemed for all purposes

to be the purchaser of the land hereby sold provided however that until completion the original purchaser shall be bound to perform the terms of this agreement in the event of the nominated or substituted purchaser not proceeding to completion in all intents and respects as if an alternative purchaser had not been substituted.

13. Purchaser's incapacity

Without in any manner negating limiting or restricting any rights or remedies which would have been available to the vendors 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 Companies Code (as amended) or should any liquidator receiver or official manager be appointed in respect of the purchaser then the vendors at their own option and by notice in writing to the purchaser's solicitor rescind this contract whereupon the provisions of printed condition 19 shall apply.

14. Guarantee of directors

Should the purchaser be a corporation then at the time of execution of this contract the purchaser shall procure the execution by two of its directors of the deed of guarantee in the form annexed hereto and failure by the purchaser to comply with this condition shall constitute a default in the observance or performance of an essential term hereunder.

15. Release of security interest

15.1 This special condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.

15.2 Subject to special conditions 15.3 and 15.4 the vendor must ensure that at or before settlement, the purchaser receives:

- (a) a release from the secured party releasing the security interest in respect of the property; or
- (b) a statement in writing in accordance with Section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at the due date for settlement; or
- (c) a written approval or correction in accordance with Section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on the due date for settlement, the personal property included in the contract is not or will not be property in which the security interest is granted

if the security interest is registered in the Personal Property Securities Register.

- 15.3 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.
- 15.4 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.
- 15.5 A release for the purposes of special condition 15.2(a) must be in writing and in a form published by the Law Society of New South Wales, Law Council of Australian or the Australian Bankers Association.
- 15.6 If the purchaser receives a release under special condition 15.2(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 15.7 In addition to ensuring a release is received under special condition 15.2(a), 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.
- 15.8 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.
- 15.9 If the purchaser does not provide an advice under special condition 15.8, 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.
- 15.10 If the settlement is delayed under special condition 15.9 the purchaser must pay the vendor:
- (a) interest from the due date for settlement until the date in 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 which are defined in the *Personal Property Securities Register Act* 2009 (Cth), used in this special condition have the same meaning.

16. GST**16.1 Definitions**

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

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

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

“**Supply**” has the same meaning as in the GST Act;

“**Tax Invoice**” has the same meaning as in the GST Act;

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

16.2 The Vendor and the Purchaser agree that:

(a) the supply of the Land including the improvements and inclusions is a supply of farmland for farming under s38-480 of the GST Act and is GST-free under s9-30(1) of the GST Act;

(b) the supply of the Water Entitlements and Delivery Entitlements is GST-free under s9-30(1) of the GST Act; and

(c) the supply of the Shares is a Financial Supply (input taxed supply) by the Vendor to the Purchaser.

16.3 The Vendor warrants that a farming business has been continuously carried on, on all the Land for at least the period of 5 years preceding the Supply.**16.4 The Purchaser warrants that it intends that a farming business will be carried on, on the Land.****16.5 If the ATO holds that a supply of any of the improvements and inclusions does not constitute the supply of a fixture and that, hence, is a taxable supply to the extent of the value of such improvements or inclusions and requires the Vendor to pay GST in respect of such supply, the Vendor shall be entitled to serve a tax invoice on the Purchaser to be reimbursed for the amount of GST payable by the Vendor in respect of such supply.****16.6 If, after completion of this Contract, the Vendor is held by the ATO to have made a taxable supply because the Purchaser does not intend, or continue, to use the property for farming purposes after the completion date, or for any other reason, 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.

- 16.7 Payment of the GST amount under clauses 16.5 and 16.6 is subject to the Vendor first providing to the Purchaser a tax invoice and copies of all correspondence with the ATO (including assessments) confirming that:
- (a) the supply is not a supply of farm land for farming exempt under s38-480 of the GST Act; and
 - (b) that GST is payable.
- 16.8 If this Contract requires the Purchaser to pay for, reimburse, or contribute to any expense or liability (**reimbursement expenses**) incurred by the Vendor to a third party, the amount to be paid, reimbursed or contributed will be the amount of the reimbursement expense (inclusive of GST) less the amount of any input tax credit to which the Vendor is entitled (if any) in respect of the reimbursable expense.
- 16.9 To the extent that there is any inconsistency between clause 13 of the Contract and this clause, the provisions of this clause prevail.
- 16.10 This special condition will not merge on completion.

17. Early Access

- 17.1 5 days after payment of the deposit and unconditional exchange of contracts the purchaser shall be entitled to that part of "Ughatumbia" and "Jinark" nominated by the vendor for the purpose of preparing that area of the property for cropping. See map attached Page 12.
- 17.2 The taking of access by the purchaser shall for all purposes be deemed to be acceptance by the purchaser of the vendor's title and acceptance of the state of repair and condition of the whole of the property by the purchaser.
- 17.3 If the purchaser has access to or enters the property in accordance with this clause then:
- 17.3.1 the purchaser will prior to having access as well as taking out insurance pursuant to printed clause 18.4 also take out public risk insurance in the sum of at least \$10,000,000.00 in the joint names of the purchaser and the vendor and deliver a copy of such insurance policies to the vendor;
 - 17.3.2 the provisions of printed clause 18 will apply;
 - 17.3.3 the vendor will not be liable for any cost or expense incurred by the purchaser;
 - 17.3.4 the purchaser will not interfere with or impede (or attempt to interfere with or impede) any activities or work being carried out on the property by the vendor;
 - 17.3.5 any activities or work carried out on the property will be at the purchaser's own risk; and
 - 17.3.6 the purchaser will indemnify and continue to indemnify the vendor in respect of any damage or injury to any person, property or the property arising from or incidental to the purchaser's activities or work carried out on the property.

18. **Disconnection of "Jinark" (24/756600)**

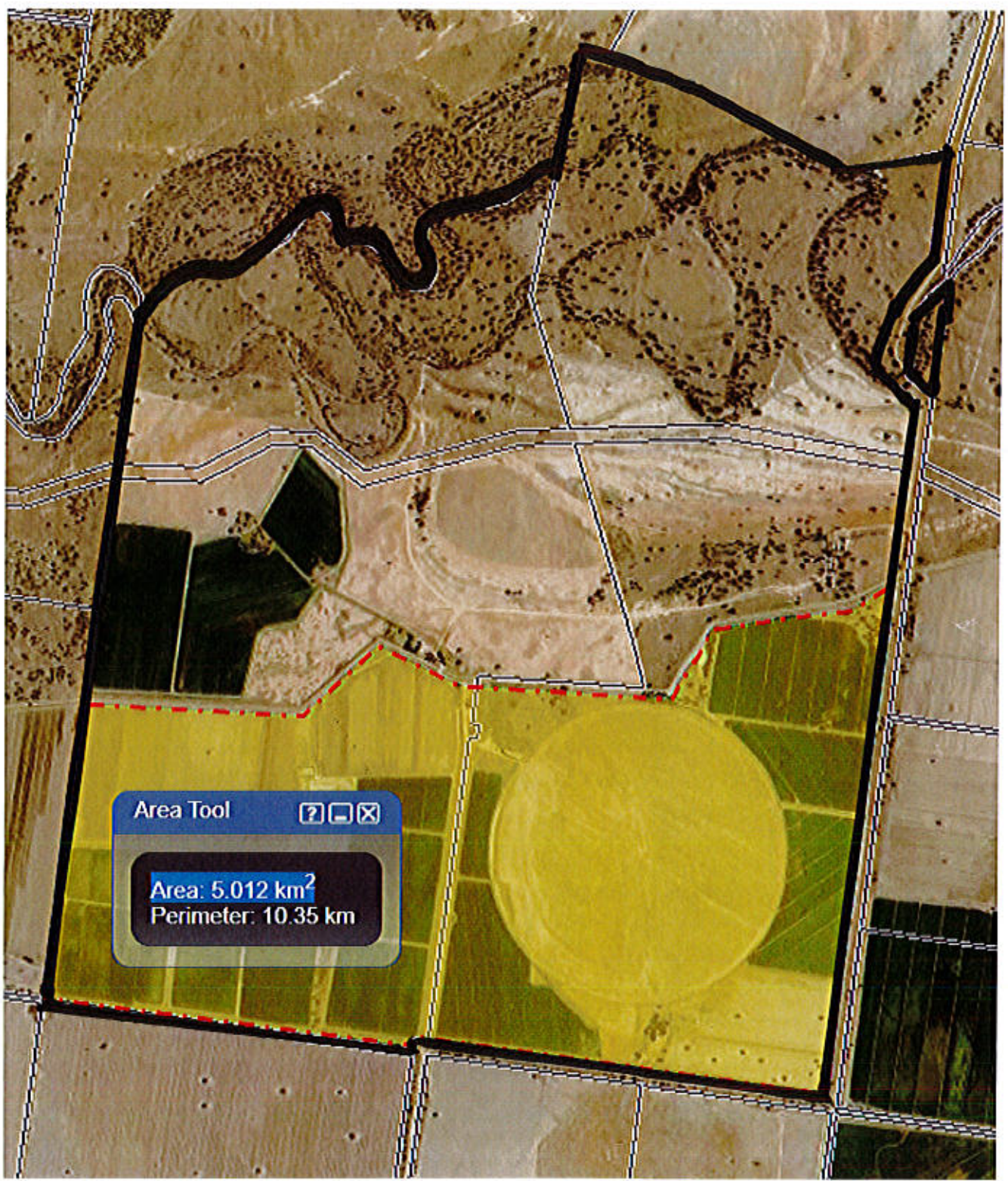
- 18.1 The vendor understand that the property "Jinark" (formerly LRN W306) was disconnected from the Murray Irrigation Limited Area of Operations in 2014/2015 and following which Restriction As to User AJ889391S was duly registered on the title to 24/756600.
- 18.2 The vendor has been informed, but does not know and cannot warrant, that a term and condition of the disconnection of 24/756600 from Murray Irrigation Limited Area of Operations was that MIL would provide at its own cost a stock and domestic easement connecting "Jinark" with a pump to be situated on 1/1119802 with the landholder responsible for the purchase of its own stock and domestic water.
- 18.3 The purchaser will make its own enquiries in relation to the provision or availability of a stock and domestic easement from Murray Irrigation Limited or otherwise as it may seem appropriate and will not make any requisition, objection, claim for compensation or other demand of the vendor, nor hold up completion, in relation to the unavailability of stock and domestic water, or of any legal or other easement for the provision thereof or any matter of thing relating thereto.
- 18.4 Attached to this contract is a copy of a "Plan of Easement for Water Supply" provided to the vendor which sets out the site of a proposed easement for water supply. The vendor does not warrant the correctness of the plan or that it is current or that it is the basis of any formal or other agreement to provide an easement to 24/756600.
- 18.5 Attached to this contract is a letter from Murray Irrigation Limited of 23rd March 2023 in relation to the completion of the work referred to in this Special Condition.

Vendor

Purchaser

EARLY ACCESS. AREA
JINARK & UGHUTIMBIA
"FOR CROPPING"
(MARKED IN YELLOW)

P12



DEED OF GUARANTEE AND INDEMNITY

(to guarantee performance of the obligations of _____ Pty Ltd
ACN _____)

THIS DEED IS MADE ON

PARTIES:

of

and

of
(both known as "guarantor")

and Josch Holdings Pty Ltd ACN 143 296 502 ACN 128 528 496 18L Jaymark Road, Dubbo,
NSW 2830 Australia
("vendor")

RECITALS

- A. At the request of the guarantor the vendor entered into the contract.
- B. In consideration of the vendor entering into the contract the guarantor agreed to give this guarantee and indemnity.

AGREEMENTS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

1.1.1 Where commencing with a capital letter:

"Contract" means the contract of sale of the "property" hereunder between the vendor (as vendor) and the purchaser (as purchaser) for the sale of the property at the price and to which contract this deed is attached.

"Price" means the price stated in the contract.

"Property" means the land comprised in folio identifiers 80/756553 and 24/756600 any improvements thereon and any other assets as stated in the contract

"Purchaser" means _____ Pty Ltd ACN _____
of

1.2 Interpretation

1.2.1 Where any word or phrase is given a defined meaning any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

1.2.2 In this deed unless the context otherwise requires, a reference to:

- (a) one gender includes a reference to the other genders and each of them;
- (b) a person includes a reference to a corporation or firm and vice versa; and
- (c) the singular denotes the plural and vice versa.

1.3 Joint and several

1.3.1 When two or more persons comprise a party to this deed, all the covenants, conditions, terms and restrictions bind the persons jointly and each of them severally and also bind the respective personal representatives, assigns and successors in title of each of them jointly and severally.

2. GUARANTEE

- 2.1 The guarantor guarantees to the vendor that the purchaser will punctually perform all of the obligations and in default of the punctual performance by the purchaser of any of the obligations the guarantor covenants with the vendor to perform the obligations or cause them to be performed as if the obligations were primarily the responsibility of the guarantor.
- 2.2 If the purchaser defaults in the payment of any money under the contract, the guarantor will on demand by the vendor pay the money to the vendor.
- 2.3 If the purchaser fails to comply with any of the obligations the guarantor will on demand:
 - 2.3.1 pay to the vendor damages, expenses and costs; and
 - 2.3.2 reimburse the vendor for all losses; which the vendor has incurred or suffered whether or not the vendor has exercised or exhausted its remedies for recovery from the purchaser.

3.

CONTINUING GUARANTEE

- 3.1 This guarantee and indemnity is a continuing guarantee and indemnity and will not be considered as wholly or partly satisfied or discharged by the payment or liquidation at any time after the date of this deed of any money due to the vendor under the contract or any settlement of account or any other matter or thing and will extend to cover all money at any time due to the vendor notwithstanding any special payment, liquidation or settlement of account or other matter or thing.
- 3.2 This guarantee and indemnity will not be prejudiced or discharged or in any way affected by:
- 3.2.1 any transaction or arrangement that may take place between the vendor and the purchaser or the guarantor or any other person;
 - 3.2.2 any compromise, release, abandonment, waiver, variation, renewal or relinquishment of any of the rights of the vendor against the purchaser, the guarantor or any other person;
 - 3.2.3 the winding up or bankruptcy of the purchaser, the guarantor or any other person;
 - 3.2.4 any failure or omission by the purchaser, the vendor or any other person to give notice to the guarantor of any default by the purchaser under the contract or under any other agreement or arrangement with the purchaser;
 - 3.2.5 any laches, acts, omissions or mistakes on the part of the vendor;
 - 3.2.6 the vendor obtaining judgement against the purchaser, the guarantor or any other person for the payment of the price or other money or for the performance or otherwise of any act, matter of thing which the purchaser by the contract has agreed to pay, to do or not to do; or
 - 3.2.7 any settlement of account or act, matter or thing.
- 3.3 This guarantee and indemnity will continue and remain in full force and effect until the purchaser has performed all of the obligations.
- 3.4 The liability of the guarantor under this deed will not be prejudiced, discharged or in any way affected by the termination of the contract for non-payment of the price or other money. The guarantor guarantees the payment to the vendor of all money which may be payable by the purchaser whether damages or otherwise following upon termination of the contract.

4.

VENDOR MAY VARY CONTRACT

- 4.1 The vendor and the purchaser may amend or vary the contract or agree to any amendment, variation or replacement of any other agreements or arrangements now or in the future in force between the vendor and the purchaser and without notice to or consent by the guarantor being necessary.
- 4.2 The liability of the guarantor under this deed will extend to cover the contract, any variations and any other agreements and arrangements in force between the vendor and the purchaser.

5.

VENDOR MAY GRANT INDULGENCE OR REFRAIN

- 5.1 The vendor may:
- 5.1.1 grant any time or other indulgence or consideration or concession to the purchaser or the guarantor or any other person, firm or corporation;
 - 5.1.2 compound, compromise with or release the purchaser or any other person to assent to any assignment or trust deed for the benefit of creditors or any scheme or deed of arrangement by the purchaser or any other person and whether with or without the winding up or sequestration of the estate of the purchaser or of the other person;
 - 5.1.3 release or discharge the purchaser in respect of payment of money or otherwise; or
 - 5.1.4 forbear to require the purchaser to pay any money or to do or refrain from doing any act, matter or thing which the purchaser by the contract has agreed to pay or do or not to do, without prejudicing or discharging or in any way affecting the liability of the guarantor under this deed.
- 5.2 The vendor may exercise or refrain from exercising any of the powers or discretions conferred on the vendor by law or by the contract or any other arrangement or agreement with the purchaser, the guarantor or any other person without the consent of the guarantor and without prejudicing, discharging or in any way affecting the liability of the guarantor under this deed.

6.

WAIVER BY GUARANTOR

- 6.1 The guarantor waives in favour of the vendor so far as may be necessary to give effect to anything contained or implied in this deed all rights whatsoever against the vendor, the purchaser and any other person or any estate or asset including rights of subrogation, contribution and marshalling.
- 6.2 If the purchaser makes any arrangement, assignment or composition for the benefit of creditors, becomes bankrupt or goes into liquidation the guarantor will not prove in competition with the vendor. The guarantor authorises the vendor to prove for all money which the guarantor has paid under this deed and to appropriate any money so received

until the vendor has received all money due to the vendor in respect of the indebtedness or liabilities of the purchaser under or arising out of the contract.

- 6.3 If the guarantor makes any arrangement, assignment or composition for the benefit of creditors, becomes bankrupt or goes into liquidation the vendor will be entitled to prove for the money guaranteed by this deed and all other money payable under this deed whether due under this deed or not up to the limit (if any) of the liability of the guarantor under this deed.

7. **INDEMNITY**

- 7.1 The guarantor agrees with the vendor that notwithstanding:
- 7.1.1 anything contained or implied in this deed;
 - 7.1.2 the money guaranteed by this deed may not be recoverable or not presently recoverable from the purchaser for any reason or circumstance whatsoever; or
 - 7.1.3 any other act, matter or thing by which the obligations are not enforceable on the footing of this guarantee;
- the guarantor as a separate and additional liability indemnifies and will keep indemnified the vendor in respect of and as a principal debtor agrees to pay to the vendor on demand in writing a sum of money equal to any loss, damage, cost, charge or expenses which if the payment were not made would otherwise be suffered or incurred by the vendor and the provisions of this deed shall apply mutatis mutandis to this indemnity.

8. **STAMP DUTY**

- 8.1 The guarantor will on demand by the vendor pay any stamp duty on or in connection with this deed.

9. **GOVERNING LAW**

- 9.1 This agreement is governed by and must be construed in accordance with the laws of New South Wales.
- 9.2 Each party:
- 9.2.1 irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and all courts which have jurisdiction to hear appeals from those courts; and
 - 9.2.2 waives any right to object to proceedings being brought in those courts for any reason.

EXECUTED AS A DEED

Signed, sealed and delivered by

*

in the presence of:

.....
Signature of

.....
Signature of Witness

.....
Name of Witness (print)

Signed, sealed and delivered by

*

in the presence of:

.....
Signature of

.....
Signature of Witness

.....
Name of Witness (print)



FOLIO: 80/756553

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|---------|------------|-----------|
| 17/1/2023 | 1:00 PM | 9 | 12/1/2022 |

LAND

LOT 80 IN DEPOSITED PLAN 756553
LOCAL GOVERNMENT AREA MURRAY RIVER
PARISH OF MALLAN COUNTY OF WAKOOL
(FORMERLY KNOWN AS PORTION 80)
TITLE DIAGRAM CROWN PLAN 3009.1917

FIRST SCHEDULE

JOSCH HOLDINGS PTY LTD (T AR784832)

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS (S.171 CROWN LANDS ACT 1989)
- 2 RESTRICTION ON USE (PREVENTION OF SUBDIVISION), SEE SECTION 77B CROWN LANDS ACT 1989 SEE A1229815
- 3 LAND EXCLUDES THE ROAD(S) SHOWN IN THE TITLE DIAGRAM
- * 4 AM525220 CAVEAT BY MURRAY IRRIGATION LIMITED
- * AR784832 CAVEATOR CONSENTED
- * AR784834 CAVEATOR CONSENTED
- 5 AR784834 MORTGAGE TO M B MCKINNON & COMPANY PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Form: 13RVP
Release: 3.0



**RESTRICTION ON THE
USE OF LAND VESTED IN
A PRESCRIBED AUTHORITY**

AI229815X

New South Wales
Section 88D(3) Conveyancing Act 1919

PRIVACY NOTE: Section 31B of the Real Property Act 1990 (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.

**(A) TORRENS
TITLE**

| |
|-----------|
| 80/735553 |
|-----------|

(B) LODGED BY

| | | |
|---|--|-----------------------|
| Document Collection Box 469S | Name, Address or DX, Telephone, and Customer Account Number if any Landscape Service Centre NSW Trade & Investment PO Box 865 Dubbo NSW 2830 Ph. 6883 3317 Reference : 08/2589 LLPN123334F | CODE RV |
|---|--|-----------------------|

**(C) PRESCRIBED
AUTHORITY**

| |
|---|
| Minister administering the Crown Land Act |
|---|

(D) The prescribed authority, being the registered proprietor of the abovementioned land, applies to have a recording made in the Register of a restriction on use of land affecting that land the terms of which are set out in a true copy of the relevant order dated 26 November 2013 annexed hereto and marked "B" and certified that no person or corporation has acquired an interest in the land.

DATE 26 November 2013

(E) I certify that I am an eligible witness and that an authorised officer of the prescribed authority signed this dealing in my presence. [See note * below].

Certified correct for the purposes of the Real Property Act 1990 by the authorised officer of the prescribed authority.

Signature of witness:

Signature of authorised officer:

Name of witness: Anthony Pilon

Name: Daryl Lawrence

Address of witness: C/- 45 Wingewarra St
DUBBO NSW 2830

Position: Group Leader, Landscape Services Centre, Dubbo

**NOTE: THE DEALING CODE WAS
CHANGED TO A DD BY THE DEPARTMENT
OF LANDS FOR DEPARTMENTAL
PURPOSES.**

SD6

* s117 RP Act requires that you must have known the signatory for more than 12 months or have signed identifying documentation.

WAR SERVICE LAND SETTLEMENT TOORANIE STAR

(See also Acquisition Plan No. 2730H)

NOTATION PLAN

MAPERS L.B. 57.99
W.S. 6595/0

A. 204

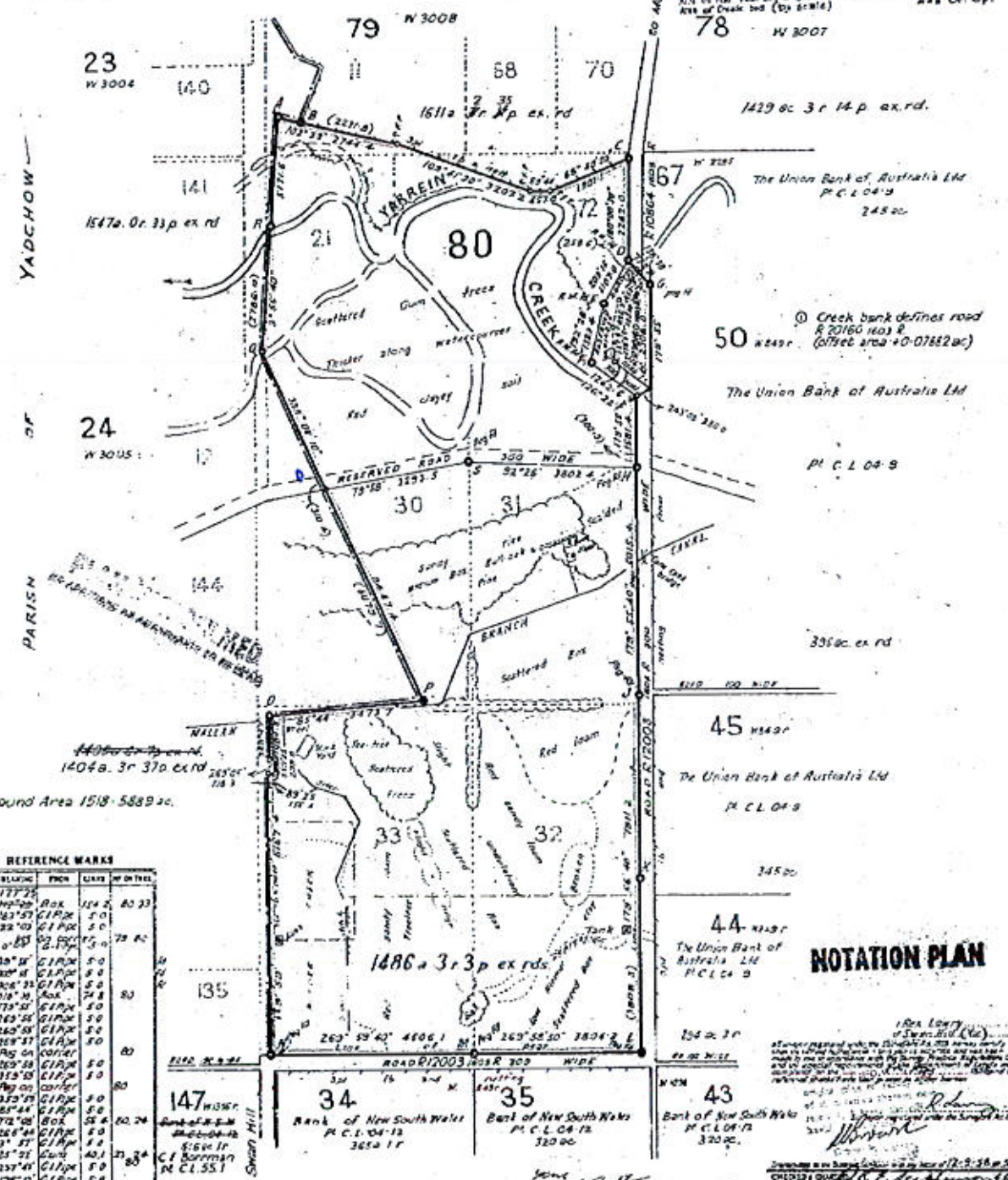
Cancels part plans W 1817
849, 1285, 1712, 1726 1917

PLAN OF PORTION 80 Block 'F'
 PARISH MALLAN COUNTY WAKOOL
 LAND DISTRICT BALRANALD SOUTH LAND BOARD DISTRICT HAY
 SHIRE WAKOOL

Applied for under the Section of the Crown Lands Consolidation Act 1912 by

Includes road to be closed.
 Within Tooranie Closer Settlement Lease Area set apart 6th 1st March 1957
 Within Wakool Domestic & Stock Water Supply and Irrigation District Constituted 4/7/54
 Within R1819 from Occupation under any M.R. or B.L. notified 19th Oct. 1928
 C.S.I. 57.5. Valentine Joseph Bankmore July 9

Area of required land 1441 a 3 r 35 p
 Area of Crown land 0 a 3 r 8 p
 Area of road out of required land
 Area of road out of Crown land
 Area of Creek bed (By statute) 4 a 0 r 0 p



REFERENCE MARKS

| MARK | BLK | FRON | LIST | W. DIST |
|------|-------|------|------|---------|
| A | 17725 | Box | 124 | 20 23 |
| B | 18157 | CLIP | 50 | |
| C | 2200 | CLIP | 50 | |
| D | 2600 | CLIP | 50 | |
| E | 2600 | CLIP | 50 | |
| F | 2600 | CLIP | 50 | |
| G | 2600 | CLIP | 50 | |
| H | 2600 | CLIP | 50 | |
| I | 2600 | CLIP | 50 | |
| J | 2600 | CLIP | 50 | |
| K | 2600 | CLIP | 50 | |
| L | 2600 | CLIP | 50 | |
| M | 2600 | CLIP | 50 | |
| N | 2600 | CLIP | 50 | |
| O | 2600 | CLIP | 50 | |
| P | 2600 | CLIP | 50 | |
| Q | 2600 | CLIP | 50 | |
| R | 2600 | CLIP | 50 | |
| S | 2600 | CLIP | 50 | |

AZIMUTH TAKEN FROM P.O. 23 P. Yadchow
 FIELD BOOK LD 382A PAGE 14, 15, 17, 24

SCALE 20 CHAINS TO AN INCH

CAT. NO. W 3009 1917

NOTATION PLAN

1864 LEGAL
 of Towns Act (No.)
 as amended with the 1912 Act, 1913 Act, 1914 Act, 1915 Act, 1916 Act, 1917 Act, 1918 Act, 1919 Act, 1920 Act, 1921 Act, 1922 Act, 1923 Act, 1924 Act, 1925 Act, 1926 Act, 1927 Act, 1928 Act, 1929 Act, 1930 Act, 1931 Act, 1932 Act, 1933 Act, 1934 Act, 1935 Act, 1936 Act, 1937 Act, 1938 Act, 1939 Act, 1940 Act, 1941 Act, 1942 Act, 1943 Act, 1944 Act, 1945 Act, 1946 Act, 1947 Act, 1948 Act, 1949 Act, 1950 Act, 1951 Act, 1952 Act, 1953 Act, 1954 Act, 1955 Act, 1956 Act, 1957 Act, 1958 Act, 1959 Act, 1960 Act, 1961 Act, 1962 Act, 1963 Act, 1964 Act, 1965 Act, 1966 Act, 1967 Act, 1968 Act, 1969 Act, 1970 Act, 1971 Act, 1972 Act, 1973 Act, 1974 Act, 1975 Act, 1976 Act, 1977 Act, 1978 Act, 1979 Act, 1980 Act, 1981 Act, 1982 Act, 1983 Act, 1984 Act, 1985 Act, 1986 Act, 1987 Act, 1988 Act, 1989 Act, 1990 Act, 1991 Act, 1992 Act, 1993 Act, 1994 Act, 1995 Act, 1996 Act, 1997 Act, 1998 Act, 1999 Act, 2000 Act, 2001 Act, 2002 Act, 2003 Act, 2004 Act, 2005 Act, 2006 Act, 2007 Act, 2008 Act, 2009 Act, 2010 Act, 2011 Act, 2012 Act, 2013 Act, 2014 Act, 2015 Act, 2016 Act, 2017 Act, 2018 Act, 2019 Act, 2020 Act, 2021 Act, 2022 Act, 2023 Act



FOLIO: 24/756600

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|---------|------------|-----------|
| 17/1/2023 | 1:00 PM | 10 | 12/1/2022 |

LAND

LOT 24 IN DEPOSITED PLAN 756600
LOCAL GOVERNMENT AREA MURRAY RIVER
PARISH OF YADCHOW COUNTY OF WAKOOL
(FORMERLY KNOWN AS PORTION 24)
TITLE DIAGRAM CROWN PLAN 3005.1917

FIRST SCHEDULE

JOSCH HOLDINGS PTY LTD (T AR784833)

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS (S.171 CROWN LANDS ACT 1989)
- 2 RESTRICTION ON USE (PREVENTION OF SUBDIVISION), SEE SECTION 77B CROWN LANDS ACT 1989 SEE AF224073
- 3 LAND EXCLUDES THE ROAD(S) SHOWN IN THE TITLE DIAGRAM
- 4 AJ889391 RESTRICTION(S) ON THE USE OF LAND
- 5 AR784834 MORTGAGE TO M B MCKINNON & COMPANY PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

WAR SERVICE LAND SETTLEMENT TOORANIE STATE
 (See also Acquisition Plan W 2730 B)

Cancels plan W 2241 1917, and parts of plans W 849 a, 1289, 1356 a, & 1276 1917.



PLAN OF PORTION 24 Block 'E' PAPERS 1A, 57, 93
 W.S. 6535/D
PARISH YADCHOW COUNTY WAKOOL
LAND DISTRICT BALRANALD SOUTH LAND BOARD DISTRICT HAY SHIRE WAKOOL

NOTATION PLAN

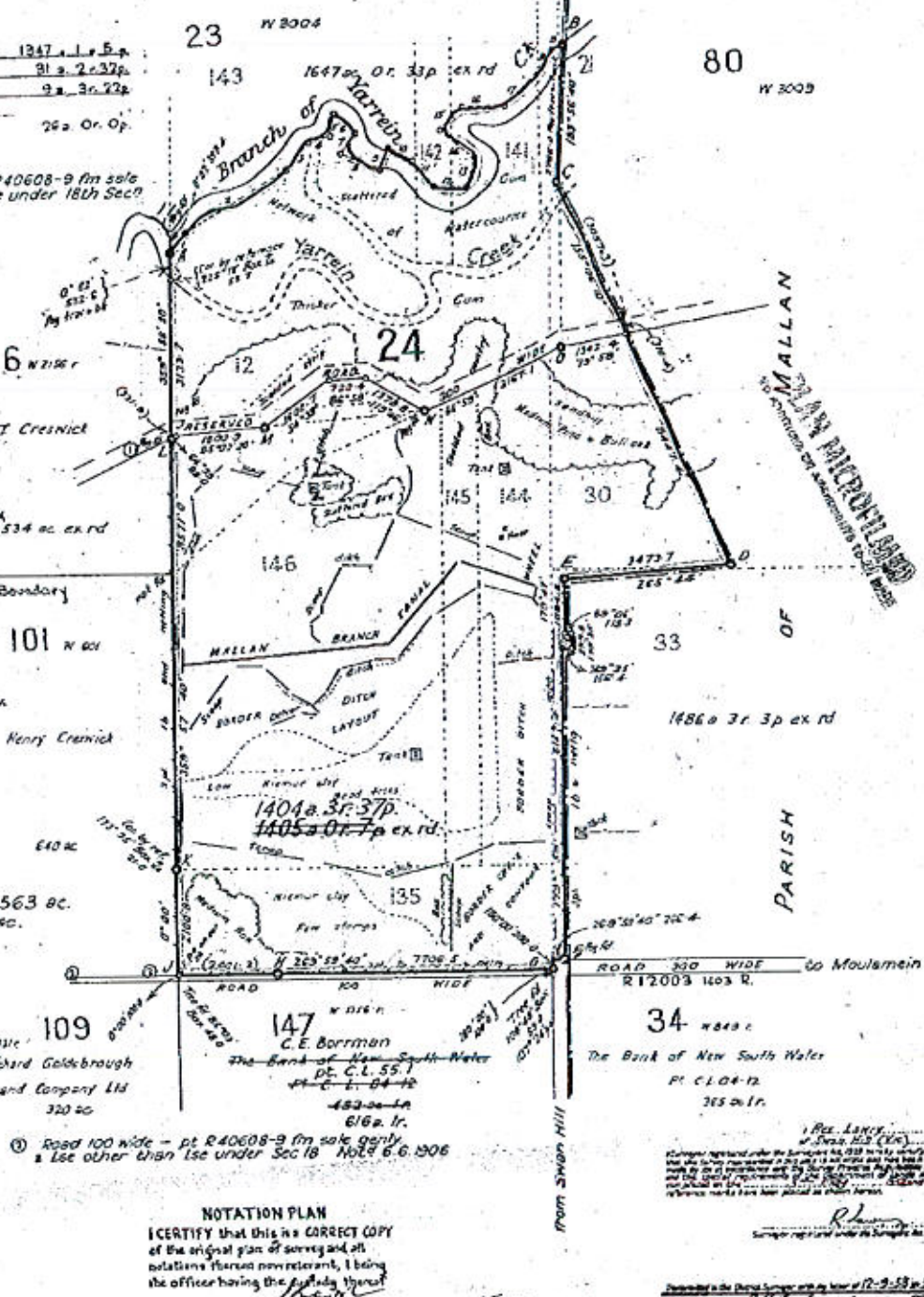
Applied for under the **Escation of the Crown Lands Consolidation Act 1943**

Includes roads to be closed.
 Within Tooranie Closer Settlement Lease Area set apart Gaz 1st March 1957
 Within Wakool Domestic & Stock Water Supply & Irrigation District Constituted 4th July 1941
 Within 10 1819 from Occupation under any M.P. or B.L. notified 19th Oct 1928
 G.S. 576 James Joseph Webbs Sept 20 Exploited Gaz 13 19 57 Reversed Gaz 15 2 57

Area of proposed land 1247 1/2 a. 5 r.
 Area of Crown land 91 a. 2 r. 37 p.
 Area of road out of acquired land 9 a. 3 r. 72 p.
 Area of land out of Crown land 26 a. Or. Op.
 Area of Creek bed (Yarrow Creek) (by scale)

1 Road 300 wide - pt. R40608-9 fm sale genly & Use other than Use under 18th Secti Not 6. 6. 1906.

| LINE | BEARING | DISTANCE |
|------|----------|----------|
| 1 | 34° 30' | 508.2 |
| 2 | 58° 47' | 2403.6 |
| 3 | 35° 34' | 712.0 |
| 4 | 75° 13' | 461.8 |
| 5 | 12° 47' | 455.0 |
| 6 | 132° 08' | 570.4 |
| 7 | 211° 56' | 512.0 |
| 8 | 115° 52' | 821.1 |
| 9 | 19° 42' | 464.8 |
| 10 | 176° 16' | 569.1 |
| 11 | 135° 53' | 675.3 |
| 12 | 91° 21' | 680.4 |
| 13 | 15° 53' | 617.4 |
| 14 | 305° 14' | 884.4 |
| 15 | 45° 57' | 630.1 |
| 16 | 89° 19' | 593.9 |
| 17 | 46° 13' | 1051.0 |
| 18 | 35° 29' | 442.4 |
| 19 | 57° 43' | 277.8 |



Surround Area 1434 1563 ac.
 Offset Area + 0.95 ac.

REFERENCE MARKS

| MARK | BEARING | FROM | UNITS | NUMBER |
|------|----------|--------|-------|--------|
| A | 90° 21' | CL 102 | 5.0 | 25.24 |
| B | 131° 01' | Box | 14.4 | 25.24 |
| C | 237° 43' | CL 102 | 5.0 | 25.24 |
| D | 15° 22' | CL 102 | 41.1 | 25.24 |
| E | 3° 57' | CL 102 | 5.0 | 25.24 |
| F | 245° 44' | CL 102 | 5.0 | 25.24 |
| G | 271° 08' | Box | 50.4 | 25.24 |
| H | 85° 44' | CL 102 | 5.0 | 25.24 |
| I | 315° 29' | CL 102 | 5.0 | 25.24 |
| J | 0° 00' | CL 102 | 5.0 | 25.24 |
| K | 255° 25' | CL 102 | 5.0 | 25.24 |
| L | 164° 06' | Box | 45.8 | 25.24 |
| M | 26° 00' | CL 102 | 5.0 | 25.24 |
| N | 244° 30' | CL 102 | 5.0 | 25.24 |
| O | 10° 50' | Box | 2.53 | 25.24 |
| P | 183° 29' | Box | 2.53 | 25.24 |
| Q | 143° 29' | CL 102 | 5.0 | 25.24 |

NOTATION PLAN

I CERTIFY that this is a CORRECT COPY of the original plan of survey and all notations thereon notwithstanding, I being the officer having the custody thereof.

NOTATION PLAN
 SCALE 20 CHAINS TO AN INCH
 CAT. NO. **W 3005 1917**

AS IN WITH TAKEN FROM 23 FIELD BOOKS 3378 PAGES 14, 15 & 21

DRIGNED & CHECKED BY: [Signature]
 PLAN APPROVED: [Signature]

Form: 13RVP
 Release: 2.2
 Licensee: Department of Lands
 Crown Lands Division

**RESTRICTION ON
 USE OF LAND VESTI
 PRESCRIBED AUTHC**



AF224073U

New South Wales
 Section 88D(3) Conveyancing Act 1919

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.

| | | | |
|--------------------------|-------------------------|--|---------|
| (A) TORRENS TITLE | 24/756600 | | |
| (B) LODGED BY | Document Collection Box | Name, Address or DX, Telephone, and Customer Account Number if any Land and Property Management Authority PO Box 182 Hay NSW 2711 Ph. (02) 6990 1800 | CODE |
| | 469S | Reference: 08/2588 LLPN123334F | DD R |
| (C) PRESCRIBED AUTHORITY | Minister for Lands | | |

(D) The prescribed authority, being the registered proprietor of the above land, applies to have a recording made in the Register of a restriction on the use of land affecting the abovementioned land the terms of which are set out in a true copy of the relevant order dated 17 December 2009 annexed hereto and marked "B" and certifies that no person or corporation has acquired an interest in the above land.

DATE 17 DECEMBER 2009

(E) I certify that an authorised officer of the prescribed authority, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this application in my presence.

Certified correct for the purposes of the Real Property Act 1900 by an authorised officer of the prescribed authority.

Signature of witness: *Nina Woods*
 Name of witness: Nina Woods
 Address of witness: 325 Russell Street
Hay NSW 2711

Signature of authorised officer: *Peter Bisset*
 Name: Peter Bisset
 Position: Acting Team Leader

NOTE: THE DEALING CODE WAS CHANGED TO A DD BY THE DEPARTMENT OF LANDS FOR DEPARTMENTAL PURPOSES.

896

ANNEXURE "B"

ORDER S88D(2) Conveyancing Act 1919

By this Order the Prescribed Authority, being the Minister for Lands, imposes the restriction on use shown in Schedule 1 and restriction on use shown in Schedule 2 on the Prescribed Land shown in Schedule 3 which is vested in the Prescribed Authority.

Schedule 1

REUB

Restriction on Use (Prevention of subdivision) pursuant to S77B(1)(a) of the Crown Lands Act 1989.

Schedule 2

N/A


Schedule 3

The land to which the above restrictions on use apply is the freehold Crown estate in the land described below:

| Lot | Section | Deposited Plan | Parish | County | Folio Identifier for leasehold estate |
|-----|---------|----------------|---------|--------|---------------------------------------|
| 24 | | 756600 | YADCHOW | WAKOOL | 24/756600 |

Dated: 15th January 2010

Signature of
Authorised Officer:



Name:

Peter Bisset

Position:

Acting Team Leader

Tony Kelly MLC
Minister for Lands

Form: 13RPA
Release: 10

RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY
New South Wales



AJ8893915

Section 88E(3) Conveyancing Act 1919

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 95B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE

Identifier 24/756600

(B) LODGED BY

| | | |
|-------------------------|---|------|
| Document Collection Box | Name, Address or DX, Telephone, and Customer Account Number if any | CODE |
| 124E | GlobalX Legal Solutions Pty Ltd Level 3, 175 Castlereagh Street SYDNEY 2000 Reference: MUR 13 0009 MUR 3471016 | RV |

(C) REGISTERED PROPRIETOR

Of the above land
BUNDAROOOL PTY LTD ACN 000 042 893

(D) LESSEE MORTGAGEE OF CHARGE

| Of the above land agreeing to be bound by this restriction | | |
|--|----------------------|------------------------|
| Nature of Interest | Number of Instrument | Name |
| Mortgage | AE672321 | Suncorp-Metway Limited |

(E) PRESCRIBED AUTHORITY

Within the meaning of section 88E(1) of the Conveyancing Act 1919
MURRAY IRRIGATION LIMITED ABN 23 067 173 933

(F) The prescribed authority having imposed on the above land a restriction in the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.
DATE _____

(G) I certify that an authorised officer of the prescribed authority who is personally known to me or is to whose identity I am otherwise satisfied signed this application in my presence.
Signature of witness: [Signature]
Name of witness: RUSSELL CAMPBELL
Address of witness: 405 HARPLEUR ST DENHQUIIN NSW 2710
Signature of authorised officer: [Signature]
Name of authorised officer: ROSS MORTON
Position of authorised officer: MANAGING DIRECTOR

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: BUNDAROOOL PTY LTD ACN 000 042 893
Authority: section 127 of the Corporations Act 2001

Signature of authorised person: [Signature] Name of authorised person: Margaret Ann Morton
Name of authorised person: Ian Herbert Morton Office held: Director
Office held: Director

(H) The mortgagee under mortgage No. AE672321 agrees to be bound by this restriction. I certify that the mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.
Signature of witness: [Signature] Signature of mortgagee: [Signature]
Name of witness: Debra Enid Mulligan BY ITS DULY CONSTITUTED ATTORNEY UNDER POWER OF ATTORNEY BOOK 1859 No 372 JOANNE KATHYON PARTHASARATHY LEVEL 1
Address of witness: 26 Wickham Terrace, Brisbane QLD 4000

Annexure A

Land to be burdened by the restriction: Identifier: 247768600 Lot 24 DP756600

1 Definitions

In this Annexure A:

- (1) **Land Burdened** means the land described in Item A of the "Restriction on the Use of Land by a Prescribed Authority" to which this Annexure A is attached.
- (2) **Registered Proprietor** means the registered proprietor named in Item C of the "Restriction on the Use of Land by a Prescribed Authority" to which this Annexure A is attached.
- (3) **Prescribed Authority** means the prescribed authority named in Item E of the "Restriction on the Use of Land by a Prescribed Authority" to which this Annexure A is attached.
- (4) **Works** has the same meaning as *water management work* has in the *Water Management Act 2000 (NSW)* (as amended or replaced, from time to time).

2 Restriction on use

The Registered Proprietor covenants with the Prescribed Authority that it will not use the Land Burdened in any way which would require the Prescribed Authority to provide Works or infrastructure services in, on or under, or otherwise for the benefit of, the Land Burdened.

J. Morton

Margaret Morley

Executed by: Suncorp-Metway Ltd

Witness: *Debra*

Debra Erid Mulligan
36 Wickham Terrace
Brisbane Qld 4000

[Signature]
SUNCORP METWAY Ltd ABN 66 010 831 722
By its duly constituted Attorney under
Power of Attorney Number 60601094
Book 3859 No. 372 Level 1
Joanne Kathryn Partington

X *Leiss*

Form: 13RVP
Release: 3.0



**RESTRICTION ON THE
USE OF LAND VESTED IN
A PRESCRIBED AUTHORITY**

AI229815X

New South Wales
Section 88D(3) Conveyancing Act 1919

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.

**(A) TORRENS
TITLE**

| |
|-----------|
| 80/756553 |
|-----------|

(B) LODGED BY

| | | |
|---|--|-----------------------|
| Document Collection Box 469S | Name, Address or DX, Telephone, and Customer Account Number if any Landscape Service Centre NSW Trade & Investment PO Box 865 Dubbo NSW 2830 Ph. 6883 3317 Reference : 08/2589 LLPN123334F | CODE RV |
|---|--|-----------------------|

**(C) PRESCRIBED
AUTHORITY**

| |
|---|
| Minister administering the Crown Land Act |
|---|

(D) The prescribed authority, being the registered proprietor of the abovementioned land, applies to have a recording made in the Register of a restriction on use of land affecting that land the terms of which are set out in a true copy of the relevant order dated 26 November 2013 annexed hereto and marked "B" and certified that no person or corporation has acquired an interest in the land.

DATE 26 November 2013

(E) I certify that I am an eligible witness and that an authorised officer of the prescribed authority signed this dealing in my presence. [See note* below].

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer of the prescribed authority.

Signature of witness: [Signature]

Signature of authorised officer: [Signature]

Name of witness: Anthony Pilon

Name: Daryl Lawrence

Address of witness: C/- 45 Wingewarra St
DUBBO NSW 2830

Position: Group Leader, Landscape Services Centre, Dubbo

**NOTE: THE DEALING CODE WAS
CHANGED TO A DD BY THE DEPARTMENT
OF LANDS FOR DEPARTMENTAL
PURPOSES.** SD6

*s117 RP Act requires that you must have known the signatory for more than 12 months or have signed identifying documentation.
ALL HANDWRITING MUST BE IN BLOCK CAPITALS. Page 1 of 2 1111

ANNEXURE "B"

ORDER S88D(2) Conveyancing Act 1919

By this Order the Prescribed Authority, being the Minister for Lands, imposes the restriction on use shown in Schedule 1 and restriction on use shown in Schedule 2 on the Prescribed Land shown in Schedule 3 which is vested in the Prescribed Authority.

Schedule 1

Restriction on Use (Prevention of subdivision) pursuant to S77B(1)(a) of the Crown Lands Act 1989.

Schedule 2


N/A

Schedule 3

The land to which the above restrictions on use apply is the freehold Crown estate in the land described below:

| Lot | Section | Deposited Plan | Parish | County | Folio Identifier for leasehold estate |
|-----|---------|----------------|--------|--------|---------------------------------------|
| 80 | | 756553 | MALLAN | WAKOOL | 80/756553 |

Dated: 26th November 2013

Signature of Authorised Officer: 

Name: Daryl Lawrence

Position: Group Leader, Landscape Services Centre, Dubbo

ANDREW STONER, M.P.
Minister for Regional Infrastructure and Services



Form: 08X
 Release: 4.3

CAVEAT

Prohibiting Recording of a Dealing or Pl
 or Granting of a Possessory Applicatio
 New South Wales
 Section 74F Real Property Act 1900

AM525220F

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RPA) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 66B RPA Act requires that the Registrar is made available to any person for search upon payment of a fee, if any.

STAMP DUTY

| |
|----------------------------------|
| Office of State Revenue use only |
|----------------------------------|

(A) TORRENS TITLE

| |
|------------------------------|
| FOLIO IDENTIFIERS: 80/756553 |
|------------------------------|

(B) REGISTERED DEALING

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

(C) LOGGED BY

| | | |
|-------------------------|--|------|
| Document Collection Box | Name, Address or DX, Telephone, and Customer Account Number if any | CODE |
| 285D | MJ ARMSTRONG & CO. LLP: 127955V | X |
| | Reference: <u>MURRAY / 362207</u> | |

(D) REGISTERED PROPRIETOR

| |
|--|
| Jeremy James & Renee Patrice MORTON "Riversley" Fraser Road MOULAMEIN NSW Postcode: 2733 |
|--|

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

(G) ACTION PROHIBITED

| |
|----------|
| 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.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

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

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

| | | |
|---|------|---------|
| Particulars of the estate or interest in the abovementioned land | | |
| Statutory interest created in favour of the caveator over the land in accordance with the terms of Section 355 of the Water Management Act 2000 | | |
| By virtue of the instrument referred to below | | |
| Nature of Instrument | Date | Parties |
| | | |
| 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 plan¹.~~ No.
- The granting of any possessory application² with respect to the land in the Torrens Title referred to above.
- ~~The recording in the register of any dealing affecting the estate or interest of which the caveator is registered proprietor.~~
- ~~The granting of an application to extinguish the~~ ~~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 DECLARATION³**

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 DENILBAIN in the STATE OF NSW on 29 JUN 2017
 in the presence of NORMA COOKSON of 7 LOMOND COURT MOAMA NSW 2731
 Justice of the Peace (J.P. Number: 184875) 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 relied on was a (Only ID No)

Signature of witness: Norma Cookson Signature of declarant: [Signature]
 Capacity of declarant if other than the caveator: COMPANY SECRETARY

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

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

Signature of registered proprietor/possessory applicant

- 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.



Murray Irrigation

Francis Kelly & Grant
144 End Street
DENILIQUIN NSW 2710

E. legal@fkg.net.au

Thursday 23 March 2023

Dear Sirs,

RE: Jinark (formerly LRN W306) – Lot 24 in DP756600

Murray Irrigation Limited (MIL) confirms that Lot 24 in DP756600 was one of a number of properties which voluntarily disconnected from MIL's infrastructure in 2014 as part of the company's Private Irrigation Infrastructure Operators Program (PIIOP) sub-system retirement (SSR) project.

As part of the SSR project, MIL committed to assist the relevant Proponent to construct a stock and domestic supply connection to the Edward River on Lot 1 in DP1119802 in favour of Lot 24 in DP756600. This involved the Proponent obtaining a works approval, a zero Water Access Licence (WAL), installing a stock and domestic pipe, purchasing and installing water supply works, including a 125mm centrifugal pump, and MIL arranging surveying and registration of an easement from Lot 1 in DP1119802 to Lot 24 in DP756600 for water supply purposes.

This work has been partly completed. As we understand it, only the registration of the easement for water supply in favour of Lot 24 in DP756600 remains outstanding.

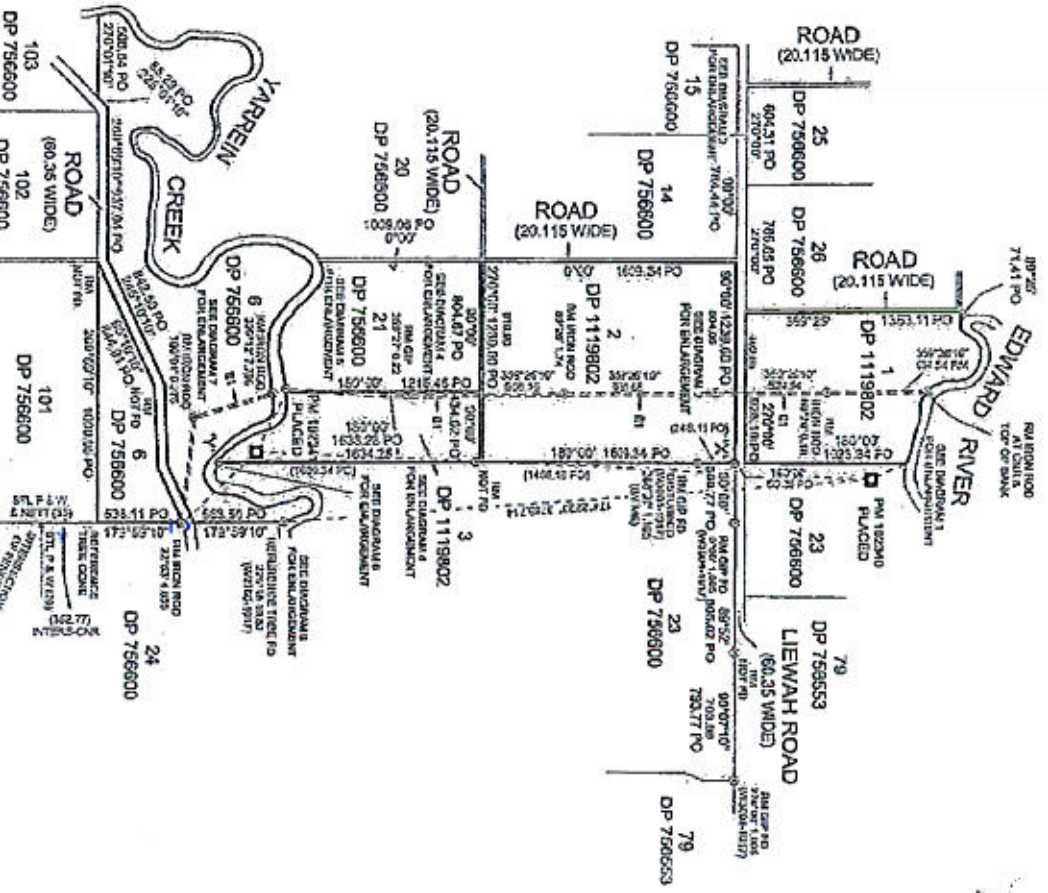
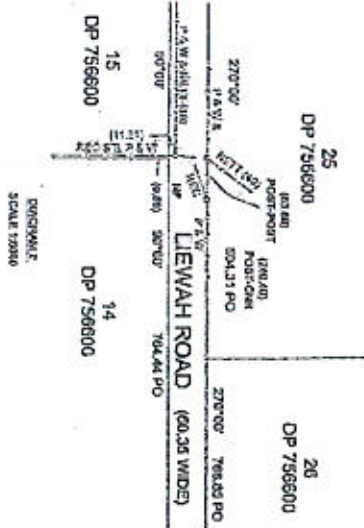
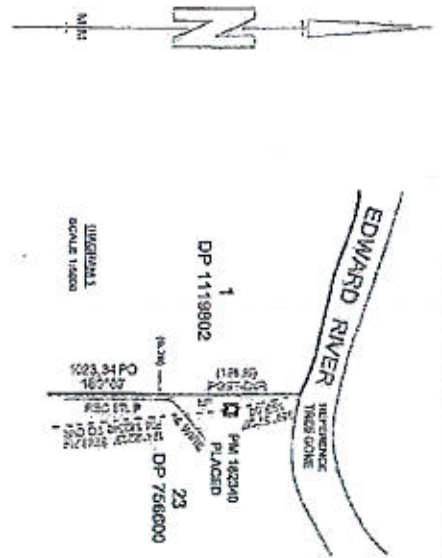
MIL is committed to complete the work and agrees to use its best endeavours to finalise the registration process. Alternatively, if required, MIL will, at its cost, prepare new documentation to register an appropriate easement for water supply from the water supply works on Lot 1 in DP1119802 in favour of Lot 24 in DP756600. This includes completion of updated surveying, if required.

Yours sincerely,

Nathan Holahan
Company Secretary and General Manager Corporate Services

Plan of easement for water supply

for for the works



SURVEYING AND SPATIAL INFORMATION REGULATION 2012; CLAUSE 61(2)

| PROB | TO | REASON | DATE | METHOD |
|-----------|-----------|---------|---------|----------|
| RM DP 'X' | RM DP 'Y' | 1407104 | 2004/07 | RTK GNSS |
| RM DP 'X' | RM DP 'Y' | 1407104 | 2004/07 | RTK GNSS |
| RM DP 'X' | RM DP 'Y' | 1407104 | 2004/07 | RTK GNSS |
| RM DP 'X' | RM DP 'Y' | 1407104 | 2004/07 | RTK GNSS |
| RM DP 'X' | RM DP 'Y' | 1407104 | 2004/07 | RTK GNSS |
| RM DP 'X' | RM DP 'Y' | 1407104 | 2004/07 | RTK GNSS |

SURVEYING AND SPATIAL INFORMATION REGULATION 2012; CLAUSE 61(1) AND CLAUSE 61(2)

| MARK | DATA | CLASS | CHECK | STATUS | DATE |
|-----------|---------|----------|-------|--------|---------|
| RM DP 'X' | 1407104 | RTK GNSS | OK | PLACED | 2004/07 |
| RM DP 'Y' | 1407104 | RTK GNSS | OK | PLACED | 2004/07 |
| RM DP 'Z' | 1407104 | RTK GNSS | OK | PLACED | 2004/07 |
| RM DP 'W' | 1407104 | RTK GNSS | OK | PLACED | 2004/07 |
| RM DP 'V' | 1407104 | RTK GNSS | OK | PLACED | 2004/07 |
| RM DP 'U' | 1407104 | RTK GNSS | OK | PLACED | 2004/07 |
| RM DP 'T' | 1407104 | RTK GNSS | OK | PLACED | 2004/07 |
| RM DP 'S' | 1407104 | RTK GNSS | OK | PLACED | 2004/07 |
| RM DP 'R' | 1407104 | RTK GNSS | OK | PLACED | 2004/07 |
| RM DP 'Q' | 1407104 | RTK GNSS | OK | PLACED | 2004/07 |
| RM DP 'P' | 1407104 | RTK GNSS | OK | PLACED | 2004/07 |
| RM DP 'O' | 1407104 | RTK GNSS | OK | PLACED | 2004/07 |
| RM DP 'N' | 1407104 | RTK GNSS | OK | PLACED | 2004/07 |
| RM DP 'M' | 1407104 | RTK GNSS | OK | PLACED | 2004/07 |
| RM DP 'L' | 1407104 | RTK GNSS | OK | PLACED | 2004/07 |
| RM DP 'K' | 1407104 | RTK GNSS | OK | PLACED | 2004/07 |
| RM DP 'J' | 1407104 | RTK GNSS | OK | PLACED | 2004/07 |
| RM DP 'I' | 1407104 | RTK GNSS | OK | PLACED | 2004/07 |
| RM DP 'H' | 1407104 | RTK GNSS | OK | PLACED | 2004/07 |
| RM DP 'G' | 1407104 | RTK GNSS | OK | PLACED | 2004/07 |
| RM DP 'F' | 1407104 | RTK GNSS | OK | PLACED | 2004/07 |
| RM DP 'E' | 1407104 | RTK GNSS | OK | PLACED | 2004/07 |
| RM DP 'D' | 1407104 | RTK GNSS | OK | PLACED | 2004/07 |
| RM DP 'C' | 1407104 | RTK GNSS | OK | PLACED | 2004/07 |
| RM DP 'B' | 1407104 | RTK GNSS | OK | PLACED | 2004/07 |
| RM DP 'A' | 1407104 | RTK GNSS | OK | PLACED | 2004/07 |

ALL DISTANCES GRANTED SHALL BE AS SHOWN ON THIS PLAN AND CHECKED BY THE SURVEYOR'S METHODS

PLAN OF EASEMENT FOR WATER SUPPLY 15 WIDE ROAD WITHIN LOTS 1, 2 & 3 IN DP 1119802 & LOTS 9 & 21 IN DP 756600

DATE: 12/03/2010

DP 1204968

DP 1204968

DP 1204968

DP 1204968

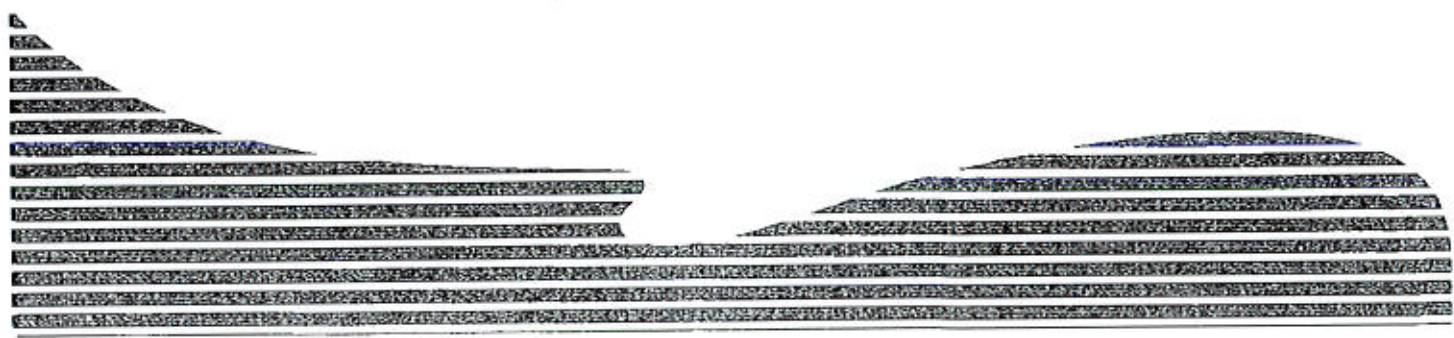
SECTION 10.7(2) PLANNING CERTIFICATE
Issued under the *Environmental Planning and Assessment Act 1979*

Certificate No: 432-2223c
Certificate Date: 18 January 2023
Receipt No: 430798
Applicant: Francis Kelly & Grant
Email: lauren@fkg.net.au
Your Reference: 02-32348
Assessment No: 11135512
Address of Property: 849 Tooranie Road Mallan NSW 2734
Description of Land: Lot 80 DP 756553
Owner: Josch Holdings Pty Ltd

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):

1. Names of relevant planning instruments and development control plans

| | |
|---|---|
| <p>(1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.</p> | <p>Wakool Local Environmental Plan 2013 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: www.legislation.nsw.gov.au.</p> <p>State Environmental Planning Policies – Refer to Appendix 'B'</p> <p>Wakool Development Control Plan 2013 The <i>Wakool Development Control Plan 2013</i> contains detailed planning controls which set out the guidelines and considerations against which development applications can be consistently measured and assessed for determination purposes for the Greater Wakool Ward of the Murray River Local Government Area.</p> |
| <p>(2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.</p> | <p>Proposed Wakool LEP 2013 - Planning Proposals Nil</p> |



| | |
|---|--------|
| <p>(3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—</p> <p>(a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or</p> <p>(b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.</p> | Noted. |
| <p>(4) In this section— proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.</p> | |

2. Zoning and land use under relevant planning instruments

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

| | |
|---|------------------------|
| <p>(a) the identity of the zone, whether by reference to— (i) a name, such as "Residential Zone" or "Heritage Area", or (ii) a number, such as "Zone No 2 (a)",</p> | RU1 Primary Production |
| <p>(b) the purposes for which development in the zone— (i) may be carried out without development consent, and (ii) may not be carried out except with development consent, and (iii) is prohibited,</p> | Refer to Appendix 'A' |
| <p>(c) whether additional permitted uses apply to the land,</p> | Not applicable. |
| <p>(d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,</p> | See Appendix A |
| <p>(e) whether the land is in an area of outstanding biodiversity value under the <i>Biodiversity Conservation Act 2016</i>,</p> | Not known to. |
| <p>(f) whether the land is in a conservation area, however described,</p> | No |
| <p>(g) whether an item of environmental heritage, however described, is located on the land.</p> | No |

3. Contributions plans

| | |
|---|--|
| <p>(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.</p> | Section 7.11 (formally Section 94) Contributions Plan (open space/drainage/road works) |
| <p>(2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area.</p> | Not applicable. |

4. Complying development

Whether or not the land is land on which complying development may be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19. If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

Part 3 Housing Code

Not applicable.

Part 3A Rural Housing Code

Complying development 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.

A restriction applies to the land, but it may not apply to all of the land, whilst the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Please note the complying development codes are not varied under clause 1.12 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Part 3B Low Rise Housing Diversity Code

Not applicable.

Part 3C Greenfield Housing Code

Not applicable.

Part 3D Inland Code

Complying development 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.

A restriction applies to the land, but it may not apply to all of the land, whilst the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Please note the complying development codes are not varied under clause 1.12 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Part 4 Housing Alterations Code

Complying development may be carried out under the Housing Alterations Code under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Part 4A General Development Code

Complying development may be carried out under the General Development Code under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Part 5 Industrial and Business Alterations Code

Complying development may be carried out under the Industrial and Business Alterations Code under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Part 5A Industrial and Business Buildings Code

Not applicable.

| | |
|---|---|
| | <p>Part 5B Container Recycling Facilities Code Complying development may not be carried out on this land or a part of this land as the land is affected by the following restriction/s:</p> <ul style="list-style-type: none"> except as otherwise provided by the Codes SEPP, land that is within an environmentally sensitive area. <p>A restriction applies to the land, but it may not apply to all of the land, whilst the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p> <p>Please note the complying development codes are not varied under clause 1.12 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</p> <p>Part 6 Subdivisions Code Complying development may be carried out under the Subdivisions Code under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</p> <p>Part 7 Demolition Code Complying development may be carried out under the Demolition Code under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</p> <p>Part 8 Fire Safety Code Complying development may be carried out under the Fire Safety Code under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</p> <p>Please note the complying development codes are not varied under clause 1.12 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</p> |
| <p>Disclaimer: This certificate only addresses matters raised in Clauses 1.17A(1)(c)–(e), (2), (3), (4), 1.18(1)(c3) and 1.19 of the Codes SEPP. It is your responsibility to ensure compliance with any other requirements of the Codes SEPP. Failure to comply with these provisions may result in a Complying Development Certificate issued under the provisions of the Codes SEPP being invalidated by the Land and Environment Court of NSW.</p> | |

5. Exempt development

| | |
|---|---|
| <p>Whether or not the land is land on which exempt development may be carried out under each of the exempt development codes under <u>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</u>, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A. If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.</p> | <p>Exempt development may not be carried out on this land or a part of this land as the land is affected by the following restriction/s:</p> <ul style="list-style-type: none"> land that is, or on which there is, an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i>, or that is subject to an interim heritage order under that Act. <p>Please note if an item listed on the State Heritage Register is not located on, or does not comprise, the whole of the relevant land, this restriction applies only to the part of the land that is described and mapped on that register.</p> <p>Please also note an item not listed on the State Heritage Register but identified as an item of environmental heritage in an environmental planning instrument does not comprise, or is not located on, the whole of the relevant land, any restriction on carrying out development on the relevant land on which the item is located applies only to the part of the land that is described and mapped on that instrument.</p> <p>A restriction applies to the land, but it may not apply to all of the land, whilst the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.</p> <p>Please note the exempt development codes are not varied under clause 1.12 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</p> |
| <p>Disclaimer: This certificate only addresses matters raised in Clause 1.16(1)(b1)–(d) and Clause 1.16A of the Codes SEPP. It is your responsibility to ensure compliance with any other requirements of the Codes SEPP prior to undertaking development. Failure to comply with these provisions may result in compliance action being taken against the landowner/developer.</p> | |

6. Affected building notices and building product rectification orders

| | |
|---|--|
| (1) Whether the council is aware that— (a) an affected building notice is in force in relation to the land, or (b) a building product rectification order is in force in relation to the land that has not been fully complied with, or (c) a notice of intention to make a building product rectification order given in relation to the land is outstanding. | None that Council is aware of. None that Council is aware of. None that Council is aware of. |
| (2) In this section— <i>affected building notice</i> has the same meaning as in the <i>Building Products (Safety) Act 2017</i> , Part 4. <i>building product rectification order</i> has the same meaning as in the <i>Building Products (Safety) Act 2017</i> . | |

7. Land reserved for acquisition

| | |
|---|---------------------------|
| Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15. | Not known to be reserved. |
|---|---------------------------|

8. Road widening and road realignment

| | |
|--|---------------------------|
| Whether the land is affected by road widening or road realignment under— (a) the <i>Roads Act 1993</i> , Part 3, Division 2, or (b) an environmental planning instrument, or (c) a resolution of the council. | Not known to be affected. |
|--|---------------------------|

9. Flood related development controls

| | |
|--|--|
| (1) If the land or part of the land is within the flood planning area and subject to flood related development controls. (2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls. (3) In this section— <i>flood planning area</i> has the same meaning as in the Floodplain Development Manual. <i>Floodplain Development Manual</i> means the <i>Floodplain Development Manual (ISBN 0 7347 5476 0)</i> published by the NSW Government in April 2005. <i>probable maximum flood</i> has the same meaning as in the Floodplain Development Manual. | |
| No | |

10. Council and other public authorities policies on hazard risk restrictions

| | |
|---|--|
| (1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding. (2) In this section— <i>adopted policy</i> means a policy adopted— (a) by the council, or (b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council. | |
| No | |

11. Bush fire prone land

| | |
|---|-------------|
| (1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land. (2) If none of the land is bush fire prone land, a statement to that effect. | None apply. |
|---|-------------|

12. Loose-fill asbestos insulation

| | |
|---|-------------|
| If the land includes residential premises, within the meaning of the <i>Home Building Act 1989</i> , Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect. | None apply. |
|---|-------------|

13. Mine subsidence

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

14. Paper subdivision information

| | |
|--|-------------|
| (1) The name of a development plan adopted by a relevant authority that— (a) applies to the land, or (b) is proposed to be subject to a ballot. (2) The date of a subdivision order that applies to the land. (3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7. | None apply. |
|--|-------------|

15. Property vegetation plans

| | |
|--|-------------|
| If the land is land in relation to which a property vegetation plan is approved and in force under the <i>Native Vegetation Act 2003</i> , Part 4, 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. |
|--|-------------|

16. Biodiversity stewardship sites

| | |
|---|--------------------------------|
| If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the <i>Biodiversity Conservation Act 2016</i> , Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust. Note— Biodiversity stewardship agreements include biobanking agreements under the <i>Threatened Species Conservation Act 1995</i> , Part 7A that are taken to be biodiversity stewardship agreements under the <i>Biodiversity Conservation Act 2016</i> , Part 5. | None that Council is aware of. |
|---|--------------------------------|

17. Biodiversity certified land

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

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

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

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

| | |
|---|-----------------|
| (1) If the <i>Coastal Management Act 2016</i> applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the <i>Local Government Act 1993</i> , section 496B, for coastal protection services that relate to existing coastal protection works. (2) In this section— existing coastal protection works has the same meaning as in the <i>Local Government Act 1993</i> , section 553B. Note— 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 1 January 2011. | Not applicable. |
|---|-----------------|

20. Western Sydney Aerotropolis

| | |
|---|-----------------|
| Whether under <i>State Environmental Planning Policy (Precincts—Western Parkland City) 2021</i> , Chapter 4 the land is— (a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or (b) shown on the <i>Lighting Intensity and Wind Shear Map</i> , or (c) shown on the <i>Obstacle Limitation Surface Map</i> , or (d) in the "public safety area" on the <i>Public Safety Area Map</i> , or (e) in the "3 kilometre wildlife buffer zone" or the "13 kilometre wildlife buffer zone" on the <i>Wildlife Buffer Zone Map</i> . | Not applicable. |
|---|-----------------|

21. Development consent conditions for seniors housing

| | |
|---|-------------|
| If <i>State Environmental Planning Policy (Housing) 2021</i> , Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2). | None apply. |
|---|-------------|

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

| | |
|---|-------------|
| (1) Whether there is a current site compatibility certificate under <i>State Environmental Planning Policy (Housing) 2021</i> , or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate— (a) the period for which the certificate is current, and (b) that a copy may be obtained from the Department. (2) If <i>State Environmental Planning Policy (Housing) 2021</i> , Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1). (3) Any conditions of a development consent in relation to land that are of a kind referred to in <i>State Environmental Planning Policy (Affordable Rental Housing) 2009</i> , clause 17(1) or 38(1). (4) In this section— former site compatibility certificate means a site compatibility certificate issued under <i>State Environmental Planning Policy (Affordable Rental Housing) 2009</i> . | None apply. |
|---|-------------|

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 the <i>Contaminated Land Management Act 1997</i>)—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 the <i>Contaminated Land Management Act 1997</i>)—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 the <i>Contaminated Land Management Act 1997</i>)—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 the <i>Contaminated Land Management Act 1997</i>)—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 the <i>Contaminated Land Management Act 1997</i>)—if a copy of such a statement has been provided at any time to the local authority issuing the certificate. | None apply. |

Murray River Council Contaminated Land Management Policy note

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.

GENERAL COMMENTS

- See Appendix A for the objectives of the zones affecting the subject land.
- Environmental Planning Instruments and the *Wakool Development Control Plan 2013* 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* 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*. In these circumstances any such covenant, agreement or instrument may be overwritten under Section 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 Development Services Team or call 1300 087 004.



Rod Croft
Director Planning and Environment

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 the 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 2021.

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 2021 of land in any of the following zones—
 - (a) Zone RU1 Primary Production,
 - (b) Zone RU3 Forestry,
 - (c) Zone RU5 Village,
 - (d) Zone C2 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 2021) 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 protection 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 is proposed to be used, for eco-tourist facilities, residential accommodation or tourist and visitor accommodation—
 - (a) Zone RU1 Primary Production,
 - (b) Zone C2 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 environment protection zones.

(2) This clause applies to land in the following zones—

(a) Zone RU1 Primary Production,
(b) Zone C2 Environmental Conservation.

(3) Development consent must not be granted for the erection of a dwelling house on land to which this clause applies unless the land—

(a) is a lot that is at least the minimum lot size shown on the Lot Size Map in relation to that land,
or

(b) is a lot created before this Plan commenced and on which the erection of a dwelling house was permissible immediately before that commencement, or

(c) is a lot resulting from a subdivision for which development consent (or equivalent) was granted before this Plan commenced and on which the erection of a dwelling house would have been permissible if the plan of subdivision had been registered before that commencement, or

(d) is an existing holding, or

(e) would have been a lot or a holding referred to in paragraph (a), (b), (c) or (d) had it not been affected by—

(i) a minor realignment of its boundaries that did not create an additional lot, or

(ii) a subdivision creating or widening a public road or public reserve or for another public purpose,
or

(iii) a consolidation with an adjoining public road or public reserve or for another public purpose.

Note—

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

(4) Development consent must not be granted under subclause (3) unless—

(a) no dwelling house has been erected on the land, and

(b) if a development application has been made for development for the purpose of a dwelling house on the land—the application has been refused or 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.

Appendix B

State Environmental Planning Policies

- State Environmental Planning Policy (Biodiversity and Conservation) 2021
- State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
- State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
- State Environmental Planning Policy (Housing) 2021
- State Environmental Planning Policy (Industry and Employment) 2021
- State Environmental Planning Policy No 65—Design Quality of Residential Apartment Development
- State Environmental Planning Policy (Planning Systems) 2021
- State Environmental Planning Policy (Precincts—Regional) 2021
- State Environmental Planning Policy (Primary Production) 2021
- State Environmental Planning Policy (Resilience and Hazards) 2021
- State Environmental Planning Policy (Resources and Energy) 2021
- State Environmental Planning Policy (Transport and Infrastructure) 2021



To: FRANCIS KELLY & GRANT
PO BOX 836
DENILIQVIN NSW 2710

Your Ref: 02-32348
LLS Holding Ref: 111020517

Owner(s): JOSCH HOLDINGS PTY LIMITED
Property: UGHATUMBIA
Description: 849 TOORANIE ROAD, MALLAN NSW 2734
Parish: MALLAN, County: Lot / DP: 756553/80
YADCHOW WAKOOL

Property Identification Code: NK201996
UNKNOWN

Purchaser:

1. Adverse Affectations

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

A Stock Diseases Act 1923:

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

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

Where adverse affectations apply, documents attached:

B Stock (Chemical Residues) Act 1975

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

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

Where adverse affectations apply, documents attached:



C Biosecurity Act 2015

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

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

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

Where adverse affectations apply, documents attached:

2. Other Considerations

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

Signature: *Katelyn Braine* Position: District Veterinarian Date: 20/01/2023

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



Considerations Before Buying

Rural Land

November 2018, Primefact 1142, Fourth edition

Mellissa Kahler and Dr Alexander Wells, Agricultural Land Use Planners

Introduction

Before buying rural land a buyer should fully assess the suitability of the land for its intended purpose. This includes assessing unseen potential issues such as chemical contamination or disease risks that the vendor is not legally obliged to disclose and which routine conveyance enquiries may not uncover.

Ultimately, it is up to the buyer and their solicitor or conveyancing agent to carefully inspect the property, examine the contract, and ask the right questions about the type of issues that could affect the use of rural land and the legal obligations of the new owner.

The intended use of the land should additionally be set out in the contract to purchase along with provisions to allow the contract to be terminated if enquiries or tests reveal unacceptable problems with the land. **Table 1** at the end of this document sets out a checklist intended to assist prospective purchasers of rural land.

Information about rural land

Prospective buyers are strongly advised to apply to Local Land Services (LLS¹) for a certificate under Section 203 of the *Local Land Services Act 2013* for rates, charges and other matters.

Once contracts have been exchanged, the buyer via their solicitor, can additionally write to the relevant LLS to request information about whether there are any 'adverse affectations' on the land, or other official orders or notices affecting the land and the implications of these. Any 'Restrictions on Land' will be recorded and will detail whether or not the property is currently in quarantine for any notifiable diseases, or chemical residues as per the *Biosecurity Act 2015*.

In addition, the buyer can also request extra information about the disease status of the land and with the Owners Authority, can get more of a historical picture of the status of the property in terms of notifiable diseases and chemical residues.

The LLS can also provide general advice about the following topics relevant to the area the land is located in:

- livestock health
- chemical residues
- pest animal populations
- obtaining a PIC
- natural resource management
- emergency (flood and fire) risks
- advice on the fees for any searches and certificates.

Some large properties may have specific production, biosecurity, animal welfare and /or disease control standards. Such programs are not generally binding on a new owner, but can provide additional assurance of on farm disease management practices and standards. Hence it may be worth asking the vendor whether the property's herd, flock or crops are covered by any 'market assurance programs'.

Figure 1: Flooding of a rural property



Photo: Mellissa Kahler

Information on land titles and related matters can be obtained from the NSW Land and Property Information website.

It is important to consider the risk of floods, fire and other natural disasters to the proposed land. The NSW Rural Fire Service can provide advice on whether the land is designated as fire prone and Councils can usually provide information regarding the potential for flooding.

Laws governing the use of confidential and personal information, mean that the only information that can be released in response to such enquiries is either on the public record, or specifically authorised. Hence any request for more specific information such as the residue or disease status of the property must be accompanied by the vendor's written authority for the release of that information.

Chemical Residues

The presence of chemical residues in animal and plant products can have a major impact on product marketability, and market access, so property risks should be carefully investigated.

Prospective buyers should ask the vendor if the land is subject to any order, notice, undertaking, restriction, prohibition or other 'adverse affectations' imposed under Schedule 6 of the *Biosecurity Act 2015* and inspect the property for evidence of potentially contaminated sites.

Items to check include:

- pesticide storage sheds
- used chemical drums or disposal sites
- diesel and fuel storage areas, buildings, yards or fences treated for termites

- current or abandoned dip sites and rubbish dumps, and
- abandoned or leaking transformers, capacitors and hydraulic equipment

Some residues can persist in soil for decades, including the following:

Organochlorines (OCs) – for a number of years OCs were used around buildings, yards, fence posts and electricity poles for termite control; on fruit, vegetables and crops for pest control; and in dips for controlling parasites on cattle and sheep (e.g. DDT, dieldrin and heptachlor).

Arsenic – was used in stock dips and on deciduous fruits. Heavy soil contamination with arsenic can inhibit the establishment and growth of some trees and other crops.

Polychlorinated biphenyls (PCBs) – were used in transformer oils, some hydraulic oils and electrical capacitors. Leakage from this equipment can leave contaminated 'hot spots'. The inadequate disposal of waste PCB oils, particularly on former coal mining or transformer service sites has resulted in more extensive contamination of such sites.

Cadmium – high levels of cadmium occur in some soils, particularly those which have been heavily treated with phosphate based fertilisers. Unacceptable cadmium residues can occur in some leafy and root vegetables grown in soils with high cadmium levels and in livestock grazed on such areas.

Soil can be tested for specified residues if the owner consents (see Primefact 316- *Management of organochlorine and related residues* and Primefact 320- *Testing soils for residues of persistent chemicals*.)

Buyers should also enquire about current and past agricultural practices on the property and in the district, such as intensive vegetable, fruit, cotton or tobacco production, all of which could increase the risk of soil residues.

Prospective buyers should also ask the vendor:

- whether their property identification code (PIC) is on a 'targeted testing list'
- if the property has a 'residue management plan', and
- for any other available information about the property's residue history.

Livestock Diseases

Biosecurity is important because it protects our economy, environment and community from pests, diseases, weeds and contaminants. Everyone has a general biosecurity duty which is a key tool for managing biosecurity in NSW. The law requires that people must do what is reasonable to prevent, eliminate or minimise biosecurity risks.

The *Biosecurity Act 2015* provides obligations to report specific livestock diseases and impose obligations and controls on the sale or movement of livestock to and from affected properties. Disease protection zones may additionally be declared for specific parts of NSW to prevent the introduction or spread of specific diseases. Protection zones are currently in place in certain areas in NSW for footrot in sheep and for cattle tick in grazing livestock. These zones regulate the movement and sale of livestock into or out of the designated area.

Some livestock diseases can persist on contaminated land even if the property is de-stocked when sold (e.g. Johne's disease and anthrax). If the property sale includes stock then a wider range of diseases can carry over. Some of these are subject to regulatory control, such as footrot in sheep and enzootic bovine leucosis (EBL) in dairy cattle.

Prospective buyers should also ask about disease risks or problems in the stock and the control measures being used. Also check whether the land is subject to any order, notice, declaration, undertaking, authorisation or other 'adverse affectation' issued under the *Biosecurity Act 2015*.

Plant diseases and pests

Vegetables, fruits, cereals and other crops are susceptible to a wide range of diseases and pests, some of which can be of particular concern. The *Biosecurity Act 2015* requires landholders to report specific pests and diseases and authorises their control. If required, inspectors can quarantine land and premises if they suspect a pest or disease of concern to be present.

Inspectors can also require owners or occupiers to comply with specified conditions under the Act; seize product; and order the destruction of infected plants including neglected fruit trees. If crops or fruit producing trees are established on the property, prospective buyers should research the types of pests and diseases that might occur and check the general health status of the plants against the list of likely concerns.

Some parts of NSW are declared as disease / pest management zones. Designated management zones are currently in place for:

- fruit fly in the Riverina and lower Murray - NSW Fruit Fly Exclusion Zone and Greater Sunraysia Pest Free Area
- bunchy top and panama diseases of bananas and banana aphid on the north coast - NSW Banana Protected Area
- phylloxera of grape vines - NSW is a Phylloxera Free Area except for the Sydney basin and a small area around Corowa (southern NSW)
- powdery scab, bacterial wilt and potato cyst nematode in seed potatoes in the northern, central and southern highlands - NSW Seed Potato Protected Areas
- diseases of rice in the Riverina and mid Murray - NSW Rice Pest and Disease Exclusion Zone

These controls may affect the marketing of fruit and vegetable produce and the movement of equipment or plant material. It is therefore worth researching the implications and asking the vendor about the disease and pest history and status of the property before committing to buy.

Some soil-borne pests, such as the Panama disease in Bananas, may persist for many decades, even in the absence of the host plant. Obtaining cropping history may provide useful background information about likely pests and diseases.

Noxious weeds

When an occupier fails to comply with the obligations of the *Biosecurity Act 2015* to control declared noxious weeds, the local weed authority, usually the local council, may issue a weed control notice. This requires the occupier, at their expense, to carry out specified weed control work.

If this work is not done, the authority may initiate legal proceedings or carry out the work and recover costs from the occupier. These orders and associated weed control costs can transfer to a new owner, hence it is worth:

- checking any weed problems with the vendor
- applying to the relevant weed authority for a certificate stating whether any weed control notices are in force or any expenses are payable for the land.

Figure 2: The aquatic weed *Salvinia molesta* in a river system near Grafton



Photo: NSW DPI

The weed species declared noxious varies between Local Council areas and may change over time as new weed risks are identified. A complete list can be viewed on the DPI Weeds website.

Many common weeds that are not declared noxious can also affect productivity, quality, saleability of produce, or amenity of the property. Prospective buyers should therefore inspect the land for weeds or hire a consultant to do this. Unfortunately some weeds may not be evident at certain times of the year.

Noxious animals and insects

The *Local Land Services Act 2013* requires landholders to actively control declared pest animals including rabbits, wild dogs, foxes and feral pigs and declared pest insects including plague locusts. The Act also authorises LLS to order rural landholders to control declared pest animals. An existing order extends to the new owner or occupier and places the same obligations on them.

Prospective purchasers can request LLS to provide a search certificate that:

- identifies any current (or past) pest control orders, and
- provides information on the status of the land regarding rates payable to LLS, and whether any orders have been issued in relation to the property under the *Biosecurity Act 2015*.

A fee is payable for such search certificates.

Prospective buyers (or their agricultural consultant) should additionally inspect the property for signs of pest animals and insect activity, and ask the current owner about any pest problems they experience.

Mining and mineral exploration

Rural land may be subject to mining and exploration titles or applications under the *Mining Act 1992* or *Petroleum (Onshore) Act 1991*. Before buying rural land the prospective buyer or their solicitor should submit an 'application for search' and check the current cost of this with the NSW Department of Industry, Division of Resources and Energy.

An exploration title (exploration licence, petroleum exploration licence) is the most widespread form of mining authorisation affecting rural lands. An exploration licence gives the licence holder rights to explore for specific resources within a designated area, but it does not permit mining or production, nor does it guarantee a mining lease will be granted.

Exploration activities can only be carried out subject to a specific 'access arrangement' with the landowner*. A mining/petroleum lease or pending application can have significant implications for the use of rural lands and should be carefully investigated before buying the affected property.

Mining leases are relatively uncommon except in well-known mining regions and cannot be granted without prior development approval under the *Environmental Planning & Assessment Act 1979*. This should be investigated with the relevant planning authority as part of routine pre purchase checks.

A further matter to be investigated when considering buying rural land within a current or former underground coal mining area in the Hunter Valley, Newcastle, Wollongong, Campbelltown, Central Coast, and Lithgow areas, is whether a property lies within a proclaimed Mine Subsidence District. Within Mine Subsidence Districts, the Mine Subsidence Board has the power to regulate surface land use by controlling land subdivision and establishing guidelines for the design and construction of building and utility services.

As part of the State's land conveyancing system, the Board issues certificates on request to prospective land purchasers. These certificates inform the purchaser:

- if the land is within a Mine Subsidence District
- if the Board's approval has been obtained for any improvements or alterations to improvements on the land, and
- if the improvements have been the subject of any claims for subsidence damage

* Prescribed by Section 140 of the *Mining Act 1992* or Section 69C of the *Petroleum (Onshore) Act 1991*.

Other conditions of land use

There are a number of other factors which could affect the cost of owning rural land and its future use. For example, the Carbon Farming Initiative and Emissions Reduction Fund can provide landholders with an opportunity to participate in various forms of carbon emission reduction and or sequestration projects.

In some instances, these can apply for periods of up to 100 years, so it is important that anyone intending to buy rural land determines whether or not any of these projects affect what can and can't be done on the land. The underpinning legislation is the *Commonwealth Carbon Credits (Carbon Farming Initiative) Act 2011* and the *Carbon Credits (Carbon Farming Initiative) Rule 2015*.

The best place to find out more information is the Clean Energy Regulator (CER). The CER maintains an **Emissions Reduction Fund Project Register** and any prospective buyer of rural land should check this Register to determine whether there is a legally binding carbon project that concerns the land.

There are also various forms of environmental agreements that can affect rural land in NSW. In some cases these agreements have existed for many years and which legally bind existing and new owners under various legislative instruments, including through a conservation agreement that is registered on the title for the land affected by the agreement. This can be checked through a title search.

In addition the land may be subject to the following agreements:

- A Natural Resource Management Agreement with the LLS
- Australian Government On farm Irrigation Efficiency Program
- Box Gum Grassy Woodland Stewardship Program agreements

More recent environmental agreements, such as the **NSW Biodiversity Banking and Offsets Scheme**, may also concern the land. This scheme was established to help address the loss of biodiversity values, including threatened species. While any agreements within this scheme that bind future owners of the land will be registered on the title for the land affected, there is also a **Bio Banking Public Register** maintained by the Office of Environment & Heritage that should be searched before a contract to buy land is entered into.

Some additional considerations that should be made prior to purchasing rural land include:

- Most rural land is subject to annual LLS rates, as well as local council rates. Additional rates and fees apply in the western division.
- Buyers of crown leases should be aware of the special conditions and obligations which apply.
- Many farming industries are subject to licensing and other legal requirements designed, for example, to assist disease control, allow trace-back of produce, provide for orderly marketing arrangements or protect the environment.
- High levels of certain chemical residues in soils can impose constraints on where a house can be built.
- Some agricultural developments may additionally require council consent such as subdividing rural lands, constructing a dwelling, or developing an intensive farming operation.

Prospective rural landowners should familiarise themselves with these requirements before committing significant financial resources with the expectation of undertaking an agricultural enterprise.

Further information may be sought from; the local council, Office of Environment and Heritage, Local Land Services and other Government agencies as outlined in the attached **Table 1**.

Enterprise planning

There are many features of agricultural land that can significantly affect the land's suitability, productivity, amenity and value as well as the costs and likely financial returns from agriculture. These include:

- natural features such as climate, topography, soils, water availability, and natural vegetation
- flood, bushfire and climate change risks
- infrastructure and other improvements such as road access, sheds, yards, fences, water and power supply
- established crops, plantations, aquaculture or horticulture
- the overall farm layout and farm planning required / undertaken
- options for selling farm produce, transport options, marketing costs, and
- enterprise requirements, farming techniques, business management requirements and local support services.

The suitability of the property resources, the sustainability and marketing prospects and the profitability of any proposed agricultural enterprise should be closely examined before buying rural land to farm or graze.

Information on the productivity and potential use of a property can be obtained by engaging an agricultural consultant with relevant experience or by completing various rural / farm training courses.

Table 1: Sources of property information

(This checklist is a guide only. It is not exhaustive or applicable to every rural property)

| Things to consider when buying rural land | Sources of Information |
|--|--|
| Chemical residues | |
| History and current status of property | Vendor |
| Official orders and notices² | Local Land Services ¹ |
| Presence of contaminated sites | Vendor, property inspection, Office of Environment and Heritage, Local Land Services, Local Council |
| Constraints on development and land use | Office of Environment and Heritage, Local Land Services, Local Council – planning framework |
| Advice on programs and problems³ | Local Land Services (animals) |
| Soil Testing | Agricultural consultants, NSW DPI, Analysts |
| Livestock diseases | |
| History and current status of property | Vendor |
| Livestock disease zones | Local Land Services |
| Official orders and notices² | Local Land Services |
| Advice on programs and problems³ | Veterinary surgeons, publications |
| Plant diseases and pests | |
| History and current status of property | Vendor |
| Quarantine pest control zones | NSW Department of Primary Industries ³ |
| Advice on programs and problems³ | Agricultural consultants, publications, DPI web for legislation, biosecurity, production systems, pests and diseases |
| Noxious weeds | |
| Presence of noxious weeds | Property inspection, vendor |
| Weed control notices² | Local Council or weed authority |
| Advice on programs and problems³ | Local Council, agricultural consultants, publications, Regional Weed Advisory Committees (RWAC) |

| | |
|---|---|
| Noxious animals and insects | |
| Presence of noxious animals or insects | Property inspection, vendor |
| Outstanding control orders² | Local Land Services |
| Advice on programs and problems³ | Local Land Services publications |
| Mining and mineral exploration | |
| Current mining / exploration authorities | Vendor, NSW Department of Industry – Mineral Resources and Energy |
| Subsidence issues | Mine Subsidence Board |
| Things to consider when buying rural land | Sources of Information |
| Other conditions of land use | |
| Zoning, building approvals, easements, covenants, resumptions, development consent | Local Council in the first instance, NSW Land and Property Information, The Clean Energy Regulator |
| Controls on clearing native vegetation | Local Land Services |
| Legal access to water | Office of Water |
| Rates, crown leases | Local Council, Local Land Services Western Lands Commission (if in western lands zone) |
| Enterprise planning | |
| Natural features | Property inspection Local knowledge and records Agricultural / environmental consultants, analysts Local Land Services |
| Infrastructure availability | Vendor |
| Reliability of electricity and phone services | Boring contractors, irrigation suppliers, Soil Services Electricity suppliers, communication suppliers |
| School bus & medical services | Neighbours, local council. |
| Enterprise Options and requirements | Property Inspection Vendor / Neighbours / Landcare groups |

Agricultural consultants, Rural suppliers
Advisory publications, books, magazines, newspapers
NSW Department of Primary Industries short courses,
seminars and field days TAFE colleges, adult education
centres,
Industry associations.
Business enterprise centres

¹ For Local Land Services visit www.lls.nsw.gov.au .

² Official orders and notices may only be disclosed on written request and after exchange of contracts.

³ Government agencies and local authorities can only provide general advice relating to the district unless the current owner gives written permission for the release of specific information about their land.

More Information

The NSW DPI website contains information on the broad range of issues highlighted in this factsheet. Visit www.dpi.nsw.gov.au to search the site for your specific information.

Acknowledgements

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Your Reference number (PUB18/772)

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Disclaimer: The information contained in this publication is based on knowledge and understanding at the time of writing (November 2018). 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 Primary Industries or the user's independent adviser.

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Planning,
Industry &
Environment

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Account No: 381940

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cl_searches@crowmland.nsw.gov.au
www.dpie.nsw.gov.au/lands

24 January 2023

Francis Kelly & Grant
PO Box 836
DENILIKUIN NSW 2710

Dear Sir/Madam

Reference is made to your recent Crown Lands Search request – on behalf of Josch Holdings Pty Ltd.

I refer to your recent search request, this request has now been investigated and there are no Crown land tenures attached to the search area. A search report is attached for your records.

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

Yours faithfully

Department of Planning and Environment - Crown Lands Business Centre



Issue Date 24th January 2023
Search ID 3198047

Issued To Francis Kelly & Grant - Deniliquin

Departmental records indicate there are no current Crown land tenures matching the search criteria below.

Search Details

| Type | Search Parameters |
|---------------------|-------------------|
| Lot DP Reference(s) | 80//D756553 |



Murray Irrigation

Our Ref: W305:27260
Your Ref: 02-32348

Wednesday 18 January 2023

Francis Kelly & Grant
PO Box 836
DENILIQUN NSW 2710

By email only: lauren@fkg.net.au

Dear David ,

Information Enquiry : JOSCH HOLDINGS PTY LTD

I **enclose** the information you requested regarding Water Entitlements Holding W305.

As at 18 January 2023, the balance of consolidated account is \$3,065.25.

This landholding has 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,

Customer Operations Team

Contact: Water Trade, T. 1300 138 265 E. 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 18 January 2023 :

Information provided relating to

Landholding Reference Number: W305
 Shareholding Reference: 4015360
 Water Entitlements Holding: 6021459
 Delivery Entitlements Holding: 9111487

(A) LIABILITY STATEMENT

Accruing Charges for Season 2022/23 :

| | | | |
|---|----------|----|----------|
| Fixed Charges from 01 July 2022 - 229 Delivery Entitlements | | \$ | 3144.17 |
| @ \$13.730 per Delivery Entitlement | | \$ | - |
| @ \$ - per Entitlement, Land & water Management | | | |
| Fixed Charges from 01 July 2022 - 17 Water Entitlements | | \$ | 117.13 |
| @ \$6.890 per Water Entitlement, Government charge | | \$ | 23.00 |
| @ \$1.400 per Water Entitlement, Conveyance charge | | | |
| Irrigation Landholding | Outlets: | | |
| @ \$1465.20 Landholding access fee | 1 | \$ | 1465.20 |
| @ \$0.00 per Large irrigation outlet | 0 | \$ | - |
| @ \$0.00 per Small irrigation outlet | 0 | \$ | - |
| @ \$0.00 per Unmetered irrigation outlet | 0 | \$ | - |
| @ \$1380.65 per Extra Large irrigation outlet | 1 | \$ | 1380.65 |
| Tiered usage charges | Usage | | |
| @ \$60.85/ML 0-5ML | 5 | \$ | 304.25 |
| @ \$20.94/ML 6-10CML | 95 | \$ | 1989.30 |
| @ \$13.53/ML 101+ ML | 197 | \$ | 2665.41 |
| | ----- | | |
| Total: | 297 | | |
| LWMP Usage charges: | | | |
| @ \$ 0.26 ML | 297.168 | \$ | 77.26 |
| Account administration fee of \$ 258.29 p.a GST incl. | | \$ | 258.29 |
| | | | ----- |
| Total Accruing charges at 18 January 2023 | | \$ | 11425.46 |
| 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: 5

(E) WATER ENTITLEMENTS

Enquiry Information

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

Owners Name:
JOSCH HOLDINGS PTY LTD ABN 14 143 296 502

Number: 17
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. No Encumbrances have been notified

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 encumbrances 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 encumbrances.

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:
JOSCH HOLDINGS PTY LTD ABN 14 143 296 502

Number of Votes: 1
Landholding Area: 596.28
LWMP Category: W6
Delivery Entitlements: 229

Property Description:

| County | Parish | Type | Folio |
|--------|--------|--------|-----------|
| WAKOOL | MALLAN | Lot/DP | 80/756553 |

-- End of Property Description

(G) SUBDIVISION

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

(H) STRUCTURAL ADJUSTMENT AGREEMENT

Enquiry Information

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

(I) NOTICES SERVED

No notices have been recorded on the Register.

(J) PERMANENT TRANSFERS

Murray Irrigation Limited has received the following dealing applications:

| | |
|------------------------------------|------------------------|
| Application No: | 9027497 |
| Date Received: | 18-Jan-2023 |
| From - Landholding: | K305 |
| Entitlements Holding: | 6021459 |
| Name: | JOSCH HOLDINGS PTY LTD |
| To - Landholding: | |
| Entitlements Holding: | |
| Name: | |
| Dealing Type: | Information Enquiry |
| Shares Transferred: | 0 |
| Water Entitlements Transferred: | 0 |
| Delivery Entitlements Transferred: | 0 |

(K) SUPPLEMENTARY AND/OR DRAINAGE AGREEMENTS

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

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

Murray Irrigation Water ordering Water Allocation Report for W305

Date: 18 Jan 2023 09:29

Water Allocation : W305 Customer Number : 1015658
 Account : Alt. Phone : Fax :
 Owner : JOSCH HOLDINGS PTY LTD ABN 14 143 296 502, JONATHAN O'SULLIVAN
 Address : PO BOX 1554 DUBBO NSW 2830
 Phone : :

| SUMMARY | |
|--------------------------------|---------|
| Water Entitlement | 17.00 |
| Announced Class C Allocation | 100% |
| Allocation Remaining | 81.78 |
| D.E. Transfer Limit | -18.00 |
| Flow share | 1.00 |
| Total Farm Water Balance Limit | 2385.12 |

| WATER BALANCE | |
|----------------------------------|--------|
| Annual Allocation | 2.75 |
| Allocation Advance | 0.25 |
| Sustainability Product | |
| Resource Distribution | |
| Overdraw | 0.00 |
| Carry-over from previous year | 2.50 |
| Off Allocation Usage | 246.00 |
| Net Water Allocation Trade | 13.20 |
| Uncleared trades in Available | 100.00 |
| Adjustment | |
| Water Users Credit | 14.25 |
| Allocation Total | 378.95 |
| Actual Usage | 284.04 |
| Estimated Use Since Last Reading | 0.21 |
| Estimated Balance Today | 93.80 |
| Volume ordered but not delivered | 12.02 |
| Allocation Remaining | 81.78 |

| DELIVERY ENTITLEMENT | |
|------------------------------------|--------|
| Delivery Entitlements | 229.00 |
| Net annual trade (cleared) | 0.00 |
| Uncleared trades in D.E. | 400.00 |
| Total annual delivery entitlements | 629.00 |
| Casual usage billed this YTD | |
| Casual Use Threshold | 754.80 |

Murray Irrigation Water ordering Water Allocation Report for W305

Date: 18 Jan 2023 09:29

| ORDER DETAILS | | | | | | | | | | | | | |
|---------------|---|------------------|--------------------|------------------|------------------|------|-------------------|------------------|------------------|------|--------|---------|-----|
| Outlet | Lodged By | Date Lodged | Crop | Requested | | | Delivered/Pending | | | | | | |
| | | | | Begin Date | End Date | Rate | Volume | Begin Date | End Date | Rate | Volume | Metered | |
| W305/1 | Josch Holdings Pty Ltd Abn 14 143 296 502 Jonathon O'Sullivan | 11:35 04.08.2022 | Annual Pasture | 19:00 05.08.2022 | 19:00 12.08.2022 | 20.0 | 140.0 | 19:00 05.08.2022 | 19:00 12.08.2022 | 20.0 | 0.0 | 0.0 | EST |
| | | | Annual Pasture | | | | 140.0 | | | | 140.0 | 125.6 | ACT |
| | Josch Holdings Pty Ltd Abn 14 143 296 502 Jonathon O'Sullivan | 09:46 21.08.2022 | Annual Pasture | 07:00 22.08.2022 | 07:00 23.08.2022 | 10.0 | 10.0 | 07:00 22.08.2022 | 07:00 23.08.2022 | 10.0 | 10.0 | 9.9 | ACT |
| | Josch Holdings Pty Ltd Abn 14 143 296 502 Jonathon O'Sullivan | 10:52 25.09.2022 | Stock And Domestic | 09:45 26.09.2022 | 10:45 06.10.2022 | 1.0 | 10.0 | 09:45 26.09.2022 | 21:45 05.10.2022 | 1.0 | 9.5 | 15.6 | ACT |
| | Josch Holdings Pty Ltd Abn 14 143 296 502 Jonathon O'Sullivan | 12:25 04.12.2022 | Annual Pasture | 09:45 05.12.2022 | 09:45 11.12.2022 | 5.0 | 30.0 | 09:45 05.12.2022 | 09:45 07.12.2022 | 5.0 | 0.0 | | EST |
| | | | Annual Pasture | | | | | | | | 10.0 | 9.6 | ACT |
| | | | | | | | | 09:45 07.12.2022 | 09:45 11.12.2022 | 12.0 | 48.0 | 46.2 | ACT |

Murray Irrigation Water ordering Water Allocation Report for W305

Date: 18 Jan 2023 09:29

| Outlet | 21:13 20.12.2022 | 09:45 21.12.2022 | 09:45 10.01.2023 | 1.0 | 20.0 | 09:45 21.12.2022 | 09:45 10.01.2023 | 1.0 | 20.0 | 20.1 | ACT |
|---|------------------|--------------------|------------------|-----|------|------------------|------------------|-----|------|------|-----|
| Josch Holdings Pty Ltd Abn 14 143 296 Jonathon O'Sullivan | | Stock And Domestic | | | | | | | | | |
| Josch Holdings Pty Ltd Abn 14 143 296 Jonathon O'Sullivan | 09:47 13.01.2023 | Storage | 09:45 24.01.2023 | 2.0 | 20.0 | 09:45 14.01.2023 | 09:45 24.01.2023 | 2.0 | 12.2 | | EST |
| | | | | | | | | | 7.8 | 5.7 | ACT |

Estimated Consumption since last reading is 12.2

| METER READINGS | | | | | | | | | | |
|----------------|-----------|----------|---------|------------------|-------|---------------|--|--|--|--|
| Outlet | Type | Max Flow | Reading | Date | Usage | Running Total | | | | |
| W305/1 | SLIPMETER | 30.0 | 0.0 | 00:00 28.06.2022 | 0.0 | 0.0 | | | | |
| | | | 0.0 | 07:00 15.07.2022 | 0.0 | 0.0 | | | | |
| | | | 2.0 | 07:00 06.08.2022 | 2.0 | 2.0 | | | | |
| | | | 16.2 | 07:00 07.08.2022 | 14.2 | 16.2 | | | | |
| | | | 35.5 | 07:00 08.08.2022 | 19.3 | 35.5 | | | | |
| | | | 55.5 | 07:00 09.08.2022 | 20.0 | 55.5 | | | | |
| | | | 75.5 | 07:00 10.08.2022 | 20.0 | 75.5 | | | | |
| | | | 95.5 | 07:00 11.08.2022 | 20.0 | 95.5 | | | | |
| | | | 115.5 | 07:00 12.08.2022 | 20.0 | 115.5 | | | | |
| | | | 130.7 | 07:00 13.08.2022 | 15.2 | 130.7 | | | | |
| | | | 140.6 | 07:00 14.08.2022 | 9.9 | 140.6 | | | | |
| | | | 150.7 | 07:00 15.08.2022 | 10.1 | 150.7 | | | | |
| | | | 153.2 | 13:00 15.08.2022 | 2.5 | 153.2 | | | | |
| | | | 160.7 | 07:00 16.08.2022 | 7.5 | 160.7 | | | | |
| | | | 170.7 | 07:00 17.08.2022 | 10.0 | 170.7 | | | | |
| | | | 175.8 | 07:00 18.08.2022 | 5.1 | 175.8 | | | | |
| | | | 185.6 | 07:00 23.08.2022 | 9.8 | 185.6 | | | | |
| | | | 185.7 | 07:00 24.08.2022 | 0.2 | 185.7 | | | | |
| | | | 185.7 | 07:00 15.09.2022 | 0.0 | 185.7 | | | | |
| | | | 192.5 | 07:00 27.09.2022 | 6.7 | 192.5 | | | | |
| | | | 193.4 | 07:00 28.09.2022 | 0.9 | 193.4 | | | | |

**Murray Irrigation Water ordering
Water Allocation Report for W305**

| Outlet | Type | Max Flow | Reading | Date | Usage | Running Total |
|--------|------|----------|---------|------------------|-------|---------------|
| | | | 194.4 | 07:00 29.09.2022 | 1.0 | 194.4 |
| | | | 195.4 | 07:00 30.09.2022 | 1.1 | 195.4 |
| | | | 196.5 | 07:00 01.10.2022 | 1.0 | 196.5 |
| | | | 197.7 | 07:00 02.10.2022 | 1.2 | 197.7 |
| | | | 198.7 | 07:00 03.10.2022 | 1.0 | 198.7 |
| | | | 199.7 | 07:00 04.10.2022 | 1.0 | 199.7 |
| | | | 200.7 | 07:00 05.10.2022 | 1.0 | 200.7 |
| | | | 201.3 | 07:00 06.10.2022 | 0.6 | 201.3 |
| | | | 205.5 | 07:00 06.12.2022 | 4.2 | 205.5 |
| | | | 210.4 | 07:00 07.12.2022 | 4.8 | 210.3 |
| | | | 221.6 | 07:00 08.12.2022 | 11.3 | 221.6 |
| | | | 233.5 | 07:00 09.12.2022 | 11.9 | 233.5 |
| | | | 244.1 | 07:00 10.12.2022 | 10.6 | 244.1 |
| | | | 255.4 | 07:00 11.12.2022 | 11.3 | 255.4 |
| | | | 257.1 | 07:00 12.12.2022 | 1.7 | 257.1 |
| | | | 257.1 | 07:00 15.12.2022 | 0.0 | 257.1 |
| | | | 258.0 | 07:00 22.12.2022 | 0.9 | 258.0 |
| | | | 259.0 | 07:00 23.12.2022 | 1.0 | 259.0 |
| | | | 260.0 | 07:00 24.12.2022 | 1.0 | 260.0 |
| | | | 261.0 | 07:00 25.12.2022 | 1.0 | 261.0 |
| | | | 262.1 | 07:59 26.12.2022 | 1.1 | 262.1 |
| | | | 263.1 | 07:00 27.12.2022 | 1.0 | 263.1 |
| | | | 264.1 | 07:00 28.12.2022 | 1.0 | 264.1 |
| | | | 265.0 | 07:00 29.12.2022 | 1.0 | 265.0 |
| | | | 266.0 | 07:00 30.12.2022 | 1.0 | 266.0 |
| | | | 267.1 | 07:00 31.12.2022 | 1.1 | 267.1 |
| | | | 268.2 | 07:00 01.01.2023 | 1.1 | 268.2 |
| | | | 269.1 | 07:00 02.01.2023 | 1.0 | 269.1 |
| | | | 270.1 | 07:00 03.01.2023 | 1.0 | 270.1 |
| | | | 271.1 | 07:00 04.01.2023 | 1.0 | 271.1 |
| | | | 272.0 | 07:00 05.01.2023 | 0.9 | 272.0 |
| | | | 273.0 | 07:00 06.01.2023 | 1.0 | 273.0 |
| | | | 274.0 | 07:00 07.01.2023 | 1.0 | 274.0 |
| | | | 275.0 | 07:00 08.01.2023 | 1.0 | 275.0 |
| | | | 276.0 | 07:00 09.01.2023 | 1.0 | 276.0 |
| | | | 277.1 | 07:00 10.01.2023 | 1.0 | 277.1 |
| | | | 277.2 | 07:00 11.01.2023 | 0.2 | 277.2 |
| | | | 278.9 | 07:00 15.01.2023 | 1.7 | 278.9 |

Murray Irrigation Water ordering Water Allocation Report for W305

| Outlet | Type | Max Flow | Reading | Date | Usage | Running Total |
|--------|------|----------|---------|------------------|-------|---------------|
| | | | 280.9 | 07:00 16.01.2023 | 2.0 | 280.9 |
| | | | 282.9 | 07:00 17.01.2023 | 2.0 | 282.9 |
| | | | 284.9 | 07:00 18.01.2023 | 2.0 | 284.9 |

Actual Consumption to date is 284.9

| CROPS | Type | Metered Usage (ML) | Estimated Usage (ML) | Total Usage (ML) |
|-------|--------------------|--------------------|----------------------|------------------|
| | Annual Pasture | 241.6 | 0.0 | 241.6 |
| | Stock And Domestic | 35.7 | 0.0 | 35.7 |
| | Storage | 5.7 | 12.2 | 17.9 |
| | Total | 282.9 | 12.2 | 295.2 |

| CROP USAGE BY OUTLET | | | | |
|----------------------|--------------------|--------------------|----------------------|------------------|
| Outlet | Crop | Metered Usage (ML) | Estimated Usage (ML) | Total Usage (ML) |
| W305/1 | Annual Pasture | 241.6 | 0.0 | 241.6 |
| | Stock And Domestic | 35.7 | 0.0 | 35.7 |
| | Storage | 5.7 | 12.2 | 17.9 |
| | Total | 282.9 | 12.2 | 295.2 |

| Parties | User No. | Name | Address |
|---------|----------|---|----------------------------|
| Role | 301500 | JOSCH HOLDINGS PTY LTD ABN 14 143 296 502, JONATHAN O'SULLIVAN | PO BOX 1554 DUBBO NSW 2830 |



Murray Irrigation Limited

ABN 28 067 197 533

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

TAX INVOICE

Account Number
1015658

JOSCH HOLDINGS PTY LTD
PO BOX 1554
DUBBO NSW 2830

| Invoice No: 2178951 | Invoice Ref: Sep 22 Qtr1 | Sales Order: 371876 | Invoice Date: 30 Sep 2022 | | |
|---------------------|--|---------------------|---------------------------|------------|------------|
| Item Code | Item Description | Ordered | UOM | Unit Price | Line Total |
| | W305 - JOSCH HOLDINGS PTY LTD ABN 14 143 296 502, JONATHON O | | | | |
| | QUARTERLY INSTALMENT | | | | |
| LH-AFEE-IRR | Landholding access fee | 1.00 | LH | 366.30 | 366.30 |
| OUT-XL-IRR | X-Large Irrigation Outlet Fee | 1.00 | EACH | 345.16 | 345.16 |
| DE-FEE | Delivery Entitlement Fee | 229.00 | DE | 2.0175 | 462.01 |
| DE-FEE-AMRR | Delivery Entitlement Fee-AMRR | 229.00 | EACH | 1.415 | 324.04 |
| WE-FEE-C | Govt Charge Recovery GS | 17.00 | WE | 1.7224 | 29.28 |
| WE-FEE-CONVEY | Gov Charge Recovery Conveyance | 17.00 | WE | 0.35 | 5.95 |
| DRAIN-VAR-W6 | Drainage Usage Fee | 195.00 | MGL | 0.30 | 58.50 |
| | <i>Usage this qtr: 195ML; Year to date: 195ML;</i> | | | | |
| | ----- | | | | |
| ACC-CHG | Account admin fee (GST supply) | 1.00 | EACH | 58.70 | 58.70 |
| | VARIABLE FEES | | | | |
| USAGE1 | Water Usage Fees 0-5 ML | 5.00 | MGL | 54.68 | 273.40 |
| USAGE2 | Water Usage Fees 6-100ML | 95.00 | MGL | 14.77 | 1,403.15 |
| USAGE3 | Water Usage Fees > 100ML | 95.00 | MGL | 7.36 | 699.20 |
| USAGE1G | Govt Charges Recovery 0-5 ML | 5.00 | MGL | 6.17 | 30.85 |
| USAGE2G | Govt Charges Recovery 6-100ML | 95.00 | MGL | 6.17 | 586.15 |
| USAGE3G | Govt Charges Recovery > 100ML | 95.00 | MGL | 6.17 | 586.15 |

Enquiries: Quote Account 1015658

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

Date Due:
29 Nov 2022

| | |
|-----------------------|-------------------|
| Ex Tax: | 5,228.84 |
| GST: | 5.87 |
| Invoice Total: | \$5,234.71 |

Remittance for Payment of Account 1015658

Date Due: 29/11/2022

Invoice No: 2178951

Payment Options

Direct Debit:
Reference: 1015658
CBA Deniliquin BSB: 062 533
Account No. 10117736

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

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

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





Murray Irrigation Limited

ABN 23 057 197 933

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

JOSCH HOLDINGS PTY LTD
PO BOX 1554
DUBBO NSW 2830

Statement Date:
18-JAN-2023

STATEMENT

**REMITTANCE
ADVICE**

Account: 1015658

Account: 1015658

| Date | Doc # | Reference | Type | Amount | Reference | Amount | Pay |
|-------------|---------|----------------------|------|-----------|-----------|-----------|--------------------------|
| 30-SEP-2022 | 2178951 | Sep 22 Qtr1 | IN | 5,234.71 | 2178951 | 5,234.71 | <input type="checkbox"/> |
| 01-DEC-2022 | 2179900 | NOV 22 INTEREST | IN | 29.47 | 2179900 | 29.47 | <input type="checkbox"/> |
| 01-DEC-2022 | 2180331 | NOV 22 INTEREST REVE | IN | -29.47 | 2180331 | -29.47 | <input type="checkbox"/> |
| 22-DEC-2022 | 2178951 | TFR BPAY PAYMENT | CR | -5,234.71 | 2178951 | -5,234.71 | <input type="checkbox"/> |
| 09-JAN-2023 | 2180614 | WEX Purchase | IN | 1,457.25 | 2180614 | 1,457.25 | <input type="checkbox"/> |
| 09-JAN-2023 | 2180621 | WEX Purchase | IN | 804.00 | 2180621 | 804.00 | <input type="checkbox"/> |
| 09-JAN-2023 | 2180630 | WEX Purchase | IN | 804.00 | 2180630 | 804.00 | <input type="checkbox"/> |

Bank details for direct deposit: BSB 062 533, Account 10117736, Ref: 1015658

| |
|----------------|
| Amount Paid \$ |
| |

| 90+ days | 60 days | 30 days | Current | Future | Total Due |
|----------|---------|---------|---------|----------|-----------|
| 0.00 | 0.00 | 0.00 | 0.00 | 3,065.25 | 3,065.25 |

1015658

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

Certificate No: 431-2223c
Certificate Date: 18 January 2023
Receipt No: 430797
Applicant: Francis Kelly & Grant
Email: lauren@fkg.net.au
Your Reference: 02-32348
Assessment No: 11145591
Address of Property: Tooranie Road Mallan NSW 2734
Description of Land: Lot 24 DP 756600
Owner: Josch Holdings Pty Ltd

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):

1. Names of relevant planning instruments and development control plans

| | |
|---|---|
| <p>(1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.</p> | <p>Wakool Local Environmental Plan 2013 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: www.legislation.nsw.gov.au.</p> <p>State Environmental Planning Policies – Refer to Appendix 'B'</p> <p>Wakool Development Control Plan 2013 The <i>Wakool Development Control Plan 2013</i> contains detailed planning controls which set out the guidelines and considerations against which development applications can be consistently measured and assessed for determination purposes for the Greater Wakool Ward of the Murray River Local Government Area.</p> |
| <p>(2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.</p> | <p>Proposed Wakool LEP 2013 - Planning Proposals Nil</p> |

| | |
|---|--------|
| <p>(3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—</p> <p>(a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or</p> <p>(b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.</p> | Noted. |
| <p>(4) In this section— proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.</p> | |

2. Zoning and land use under relevant planning instruments

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

| | |
|---|------------------------|
| <p>(a) the identity of the zone, whether by reference to— (i) a name, such as "Residential Zone" or "Heritage Area", or (ii) a number, such as "Zone No 2 (a)",</p> | RU1 Primary Production |
| <p>(b) the purposes for which development in the zone— (i) may be carried out without development consent, and (ii) may not be carried out except with development consent, and (iii) is prohibited,</p> | Refer to Appendix 'A' |
| <p>(c) whether additional permitted uses apply to the land,</p> | Not applicable. |
| <p>(d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,</p> | See Appendix A |
| <p>(e) whether the land is in an area of outstanding biodiversity value under the <i>Biodiversity Conservation Act 2016</i>,</p> | Not known to. |
| <p>(f) whether the land is in a conservation area, however described,</p> | No |
| <p>(g) whether an item of environmental heritage, however described, is located on the land.</p> | No |

3. Contributions plans

| | |
|---|--|
| <p>(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.</p> | Section 7.11 (formally Section 94) Contributions Plan (open space/drainage/road works) |
| <p>(2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area.</p> | Not applicable. |

4. Complying development

Whether or not the land is land on which complying development may be carried out under each of the complying development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19. If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

Part 3 Housing Code

Not applicable.

Part 3A Rural Housing Code

Complying development **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.

A restriction applies to the land, but it may not apply to all of the land, whilst the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Please note the complying development codes are not varied under clause 1.12 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Part 3B Low Rise Housing Diversity Code

Not applicable.

Part 3C Greenfield Housing Code

Not applicable.

Part 3D Inland Code

Complying development **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.

A restriction applies to the land, but it may not apply to all of the land, whilst the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Please note the complying development codes are not varied under clause 1.12 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Part 4 Housing Alterations Code

Complying development **may be** carried out under the Housing Alterations Code under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Part 4A General Development Code

Complying development **may be** carried out under the General Development Code under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Part 5 Industrial and Business Alterations Code

Complying development **may be** carried out under the Industrial and Business Alterations Code under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Part 5A Industrial and Business Buildings Code

Not applicable.

| | |
|---|---|
| | <p>Part 5B Container Recycling Facilities Code Complying development may not be carried out on this land or a part of this land as the land is affected by the following restriction/s:</p> <ul style="list-style-type: none"> except as otherwise provided by the Codes SEPP, land that is within an environmentally sensitive area. <p>A restriction applies to the land, but it may not apply to all of the land, whilst the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p> <p>Please note the complying development codes are not varied under clause 1.12 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</p> <p>Part 6 Subdivisions Code Complying development may be carried out under the Subdivisions Code under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</p> <p>Part 7 Demolition Code Complying development may be carried out under the Demolition Code under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</p> <p>Part 8 Fire Safety Code Complying development may be carried out under the Fire Safety Code under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</p> <p>Please note the complying development codes are not varied under clause 1.12 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</p> |
| <p>Disclaimer: This certificate only addresses matters raised in Clauses 1.17A(1)(c)–(e), (2), (3), (4), 1.18(1)(c3) and 1.19 of the Codes SEPP. It is your responsibility to ensure compliance with any other requirements of the Codes SEPP. Failure to comply with these provisions may result in a Complying Development Certificate issued under the provisions of the Codes SEPP being invalidated by the Land and Environment Court of NSW.</p> | |

5. Exempt development

| | |
|---|---|
| <p>Whether or not the land is land on which exempt development may be carried out under each of the exempt development codes under <u>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</u>, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A. If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.</p> | <p>Exempt development may not be carried out on this land or a part of this land as the land is affected by the following restriction/s:</p> <ul style="list-style-type: none"> land that is, or on which there is, an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i>, or that is subject to an interim heritage order under that Act. <p>Please note if an item listed on the State Heritage Register is not located on, or does not comprise, the whole of the relevant land, this restriction applies only to the part of the land that is described and mapped on that register.</p> <p>Please also note an item not listed on the State Heritage Register but identified as an item of environmental heritage in an environmental planning instrument does not comprise, or is not located on, the whole of the relevant land, any restriction on carrying out development on the relevant land on which the item is located applies only to the part of the land that is described and mapped on that instrument.</p> <p>A restriction applies to the land, but it may not apply to all of the land, whilst the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.</p> <p>Please note the exempt development codes are not varied under clause 1.12 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</p> |
| <p>Disclaimer: This certificate only addresses matters raised in Clause 1.16(1)(b1)–(d) and Clause 1.16A of the Codes SEPP. It is your responsibility to ensure compliance with any other requirements of the Codes SEPP prior to undertaking development. Failure to comply with these provisions may result in compliance action being taken against the landowner/developer.</p> | |

6. Affected building notices and building product rectification orders

| | |
|---|--|
| (1) Whether the council is aware that— (a) an affected building notice is in force in relation to the land, or (b) a building product rectification order is in force in relation to the land that has not been fully complied with, or (c) a notice of intention to make a building product rectification order given in relation to the land is outstanding. (2) In this section— affected building notice has the same meaning as in the <i>Building Products (Safety) Act 2017</i> , Part 4. building product rectification order has the same meaning as in the <i>Building Products (Safety) Act 2017</i> . | None that Council is aware of. None that Council is aware of. None that Council is aware of. |
|---|--|

7. Land reserved for acquisition

| | |
|---|---------------------------|
| Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15. | Not known to be reserved. |
|---|---------------------------|

8. Road widening and road realignment

| | |
|--|---------------------------|
| Whether the land is affected by road widening or road realignment under— (a) the <i>Roads Act 1993</i> , Part 3, Division 2, or (b) an environmental planning instrument, or (c) a resolution of the council. | Not known to be affected. |
|--|---------------------------|

9. Flood related development controls

| | |
|--|--|
| (1) If the land or part of the land is within the flood planning area and subject to flood related development controls. (2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls. (3) In this section— flood planning area has the same meaning as in the Floodplain Development Manual. Floodplain Development Manual means the <i>Floodplain Development Manual (ISBN 0 7347 5476 0)</i> published by the NSW Government in April 2005. probable maximum flood has the same meaning as in the Floodplain Development Manual. | |
| No | |

10. Council and other public authorities policies on hazard risk restrictions

| | |
|---|--|
| (1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding. (2) In this section— adopted policy means a policy adopted— (a) by the council, or (b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council. | |
| No | |

11. Bush fire prone land

| | |
|---|-------------|
| (1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land. (2) If none of the land is bush fire prone land, a statement to that effect. | None apply. |
|---|-------------|

12. Loose-fill asbestos insulation

| | |
|---|-------------|
| If the land includes residential premises, within the meaning of the <u>Home Building Act 1989</u> , Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect. | None apply. |
|---|-------------|

13. Mine subsidence

| | |
|--|--|
| Whether the land is declared to be a mine subsidence district, within the meaning of the <u>Coal Mine Subsidence Compensation Act 2017</u> . | This land is not declared to be a mine subsidence district within the meaning of the <u>Coal Mine Subsidence Compensation Act 2017</u> . |
|--|--|

14. Paper subdivision information

| | |
|--|-------------|
| (1) The name of a development plan adopted by a relevant authority that— (a) applies to the land, or (b) is proposed to be subject to a ballot. (2) The date of a subdivision order that applies to the land. (3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7. | None apply. |
|--|-------------|

15. Property vegetation plans

| | |
|--|-------------|
| If the land is land in relation to which a property vegetation plan is approved and in force under the <u>Native Vegetation Act 2003</u> , Part 4, 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. |
|--|-------------|

16. Biodiversity stewardship sites

| | |
|---|--------------------------------|
| If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the <u>Biodiversity Conservation Act 2016</u> , Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust. Note— Biodiversity stewardship agreements include biobanking agreements under the <u>Threatened Species Conservation Act 1995</u> , Part 7A that are taken to be biodiversity stewardship agreements under the <u>Biodiversity Conservation Act 2016</u> , Part 5. | None that Council is aware of. |
|---|--------------------------------|

17. Biodiversity certified land

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

18. 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. |
|---|-------------|

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

| | |
|---|-----------------|
| (1) If the <u>Coastal Management Act 2016</u> applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the <u>Local Government Act 1993</u> , section 496B, for coastal protection services that relate to existing coastal protection works. (2) In this section— existing coastal protection works has the same meaning as in the <u>Local Government Act 1993</u> , section 553B. Note— 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 1 January 2011. | Not applicable. |
|---|-----------------|

20. Western Sydney Aerotropolis

| | |
|---|-----------------|
| <p>Whether under <i>State Environmental Planning Policy (Precincts—Western Parkland City) 2021</i>, Chapter 4 the land is—</p> <p>(a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or</p> <p>(b) shown on the <i>Lighting Intensity and Wind Shear Map</i>, or</p> <p>(c) shown on the <i>Obstacle Limitation Surface Map</i>, or</p> <p>(d) in the "public safety area" on the <i>Public Safety Area Map</i>, or</p> <p>(e) in the "3 kilometre wildlife buffer zone" or the "13 kilometre wildlife buffer zone" on the <i>Wildlife Buffer Zone Map</i>.</p> | Not applicable. |
|---|-----------------|

21. Development consent conditions for seniors housing

| | |
|---|-------------|
| If <i>State Environmental Planning Policy (Housing) 2021</i> , Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2). | None apply. |
|---|-------------|

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

| | |
|--|-------------|
| <p>(1) Whether there is a current site compatibility certificate under <i>State Environmental Planning Policy (Housing) 2021</i>, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—</p> <p>(a) the period for which the certificate is current, and</p> <p>(b) that a copy may be obtained from the Department.</p> <p>(2) If <i>State Environmental Planning Policy (Housing) 2021</i>, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).</p> <p>(3) Any conditions of a development consent in relation to land that are of a kind referred to in <i>State Environmental Planning Policy (Affordable Rental Housing) 2009</i>, clause 17(1) or 38(1).</p> <p>(4) In this section— former site compatibility certificate means a site compatibility certificate issued under <i>State Environmental Planning Policy (Affordable Rental Housing) 2009</i>.</p> | None apply. |
|--|-------------|

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 the <i>Contaminated Land Management Act 1997</i>)—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 the <i>Contaminated Land Management Act 1997</i>)—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 the <i>Contaminated Land Management Act 1997</i>)—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 the <i>Contaminated Land Management Act 1997</i>)—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 the <i>Contaminated Land Management Act 1997</i>)—if a copy of such a statement has been provided at any time to the local authority issuing the certificate. | None apply. |
| <p>Murray River Council Contaminated Land Management Policy note</p> <p>Council has adopted by resolution a policy on contaminated land which may restrict the development of the land. This policy is implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Council records do not have sufficient information about previous use of this land to determine whether the land is contaminated. Consideration of Council's adopted policy and the application or provisions under relevant state legislation is warranted.</p> | |

GENERAL COMMENTS

- See Appendix A for the objectives of the zones affecting the subject land.
- Environmental Planning Instruments and the *Wakool Development Control Plan 2013* 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* 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*. In these circumstances any such covenant, agreement or instrument may be overwritten under Section 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 Development Services Team or call 1300 087 004.



Rod Croft
Director Planning and Environment

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 the 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 2021.

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 2021 of land in any of the following zones—

- (a) Zone RU1 Primary Production,
- (b) Zone RU3 Forestry,
- (c) Zone RU5 Village,
- (d) Zone C2 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 2021) 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 protection 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 is proposed to be used, for eco-tourist facilities, residential accommodation or tourist and visitor accommodation—

- (a) Zone RU1 Primary Production,
- (b) Zone C2 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 environment protection zones.

(2) This clause applies to land in the following zones—

(a) Zone RU1 Primary Production,
(b) Zone C2 Environmental Conservation.

(3) Development consent must not be granted for the erection of a dwelling house on land to which this clause applies unless the land—

(a) is a lot that is at least the minimum lot size shown on the Lot Size Map in relation to that land,
or

(b) is a lot created before this Plan commenced and on which the erection of a dwelling house was permissible immediately before that commencement, or

(c) is a lot resulting from a subdivision for which development consent (or equivalent) was granted before this Plan commenced and on which the erection of a dwelling house would have been permissible if the plan of subdivision had been registered before that commencement, or

(d) is an existing holding, or

(e) would have been a lot or a holding referred to in paragraph (a), (b), (c) or (d) had it not been affected by—

(i) a minor realignment of its boundaries that did not create an additional lot, or

(ii) a subdivision creating or widening a public road or public reserve or for another public purpose,
or

(iii) a consolidation with an adjoining public road or public reserve or for another public purpose.

Note—

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

(4) Development consent must not be granted under subclause (3) unless—

(a) no dwelling house has been erected on the land, and

(b) if a development application has been made for development for the purpose of a dwelling house on the land—the application has been refused or 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.

Appendix B

State Environmental Planning Policies

- State Environmental Planning Policy (Biodiversity and Conservation) 2021
- State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
- State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
- State Environmental Planning Policy (Housing) 2021
- State Environmental Planning Policy (Industry and Employment) 2021
- State Environmental Planning Policy No 65—Design Quality of Residential Apartment Development
- State Environmental Planning Policy (Planning Systems) 2021
- State Environmental Planning Policy (Precincts—Regional) 2021
- State Environmental Planning Policy (Primary Production) 2021
- State Environmental Planning Policy (Resilience and Hazards) 2021
- State Environmental Planning Policy (Resources and Energy) 2021
- State Environmental Planning Policy (Transport and Infrastructure) 2021



Planning,
Industry &
Environment

File Reference: 13/00797
Account No: 381940

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

24 January 2023

Francis Kelly & Grant
PO Box 836
DENILIQUN NSW 2710

Dear Sir/Madam

Reference is made to your recent Crown Lands Search request – on behalf of Josch Holdings Pty Ltd.

I refer to your recent search request, this request has now been investigated and there are no Crown land tenures attached to the search area. A search report is attached for your records.

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

Yours faithfully

Department of Planning and Environment - Crown Lands Business Centre



Issue Date 24th January 2023
Search ID 3198052

Issued To Francis Kelly & Grant - Deniliquin

Departmental records indicate there are no current Crown land tenures matching the search criteria below.

Search Details

| Type | Search Parameters |
|---------------------|-------------------|
| Lot DP Reference(s) | 24//D756600 |

Information about a property

Use this tool to search a particular parcel of land to see if a [water licence](#) issued under the *Water Act 1912* or an [approval](#) issued under the *Water Management Act 2000* benefits the specified land.

[Water access licences](#) issued under the *Water Management Act 2000* are fully separated from land title and thus this search tool cannot be used to search for water access licences.

Note: Search by land reference may not return all licences that apply to a particular lot due to inaccuracies in land referencing information in WaterNSW's licence database. Land referencing information is currently in the process of being verified.

Search for either:

Water licences that benefit a specific land reference (lot/DP)

Approvals that benefit a specific land reference (lot/DP)

Plan (required) DP ▾ 756600

Lot Number 24

Section Number

Notes:

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

Properties supplied water by approved works on adjacent properties under [basic landholder rights](#) will not be identified by this search. Also, this search tool does not include information about [controlled activity approvals](#). Information publicly available from a register of controlled activity approvals is available at our [local offices](#).

« Previous Search

Print Export

Search Results

« (1 to 1 of 1 rows) »

| Approval | Issue Date | Expiry Date | Kind of Approval | Water Source or Floodplain Management Plan or Land Declared to be a Floodplain | Water Management Zone | Status |
|----------------------------|-------------|-------------|--------------------|--|-----------------------|---------|
| 50WA513045 | 28-APR-2015 | 27-APR-2025 | Water Supply Works | New South Wales Murray Regulated River Water Source | | Current |

| Kind of Approval | Issue Date | Expiry Date | Approval Number | Status | Water Source |
|--------------------|-------------|-------------|-----------------|---------|---|
| Water Supply Works | 28-APR-2015 | 27-APR-2025 | 50WA513045 | Current | New South Wales Murray Regulated River Water Source |

| Work Type | Description | Diameter | Status | No of Works | Location (Lot/DP) | Suffix | Work ID | ESID |
|-------------------|------------------------|----------|--------|-------------|-------------------|-----------|------------|--------|
| Diversion Works - | 125mm Centrifugal Pump | NA | Active | 1 | Lot 1, DP 1119802 | Whole Lot | 1000210789 | 148012 |

Pumps

Water Access Licences nominating these works

| Reference Number | WAL Number |
|------------------|------------|
| 50AL513046 | 37421 |

- Conditions

Plan Conditions

Water sharing plan **New South Wales Murray and Lower Darling Regulated Rivers Water Sources 2016**

Take of water

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

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

This condition ceases to apply to a work on the day on which that work is required to comply with the mandatory metering equipment condition under the Water Management (General) Regulation 2018.

Water management works

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

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

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

MR6927-00001 A. Under section 101A of the Water Management Act 2000, metering equipment must be installed, used and properly maintained in connection with all water supply works, except those works to which an exemption applies as described in clauses 230, 231, 232 or 233 of the Water Management (General) Regulation 2018.

B. Metering equipment standards are set out in the Water Management (General) Regulation 2018. An approval holder must comply with the standards set out in the Regulation.

Note. More information on how to comply with this condition is available on the Department's website.

Monitoring and recording

MW0482-00001 Where a water meter is installed on a water supply work authorised by this approval, the meter reading must be recorded in the logbook before taking water. This reading must be recorded every time water is to be taken.

This condition ceases to apply to a work on the day that the recording and reporting requirements apply to that work under the Water Management (General) Regulation 2018.

- MW2336-00001 The purpose or purposes for which water is taken, as well as details of the type of crop, area cropped, and dates of planting and harvesting, must be recorded in the logbook each time water is taken.
- This condition ceases to apply to a work on the day that the recording and reporting requirements apply to that work under the Water Management (General) Regulation 2018.
- MW2337-00001 The following information must be recorded in the logbook for each period of time that water is taken:
- A. date, volume of water, start and end time when water was taken as well as the pump capacity per unit of time, and
 - B. the access licence number under which the water is taken, and
 - C. the approval number under which the water is taken, and
 - D. the volume of water taken for domestic consumption and/or stock watering.
- This condition ceases to apply to a work on the day that the recording and reporting requirements apply to that work under the Water Management (General) Regulation 2018.
- MR7738-00007
- A. The approval holder must comply with the reporting requirements set out in clause 244A of the Water Management (General) Regulation 2018 from 1 June 2023.
 - B. This condition does not apply:
 - i. if telemetry is installed and used in relation to the work used to take water, and that complies with the data logging and telemetry specifications, or
 - ii. to works to which an exemption from the mandatory metering equipment condition applies as described in clause 231, 232 or 233 of the Water Management (General) Regulation 2018.
- Note. Information about this condition, including the approved form and manner for reporting is available on the Department's website.
- MW6612-00001 A logbook used to record water take information must be retained for five (5) years from the last date recorded in the logbook.
- MR7737-00007
- A. The approval holder must comply with the recording and reporting requirements set out in clause 244 of the Water Management (General) Regulation 2018 from 1 June 2023.
 - B. This condition does not apply to works to which an exemption from the mandatory metering equipment condition applies as described in clause 231, 232 or 233 of the Water Management (General) Regulation 2018.
- Note. Information about this condition, including the approved form and manner for recording and reporting is available on the Department's website.
- MR7739-00007
- A. The approval holder must comply with the recording and reporting requirements set out in clause 250 of the Water Management (General) Regulation 2018 from 1 June 2023.
 - B. This condition does not apply:
 - i. to works which are subject to the mandatory metering equipment condition under section 101A of the Water Management Act 2000, or
 - ii. if metering equipment that complies with the metering equipment standards in the Water Management (General) Regulation 2018 is installed and used in relation to the work, and the approval holder complies with the requirements of clause 244, and the requirements of clause 244A or the telemetry specifications set out in the approved data logging and telemetry specifications, so that data regarding water taken is transmitted in accordance with those specifications.
- Note. Information about this condition, including the approved form and manner for recording and reporting is available on the Department's website.
- Reporting**
- MW6983-00023
- A. Once the approval holder becomes aware of a breach of any condition on this approval, the approval holder must notify the Minister as soon as practicable.
 - B. If the initial notification was not in writing, written notice must be provided within seven days of becoming aware of the breach by:
 - i. email: nrar.enquiries@nrar.nsw.gov.au, or
 - ii. mail:

- NSW Department of Planning and Environment - Water, Locked Bag 5123, Parramatta NSW 2124, or
- NSW Department of Planning and Environment - Water, PO Box 205, Deniliquin NSW 2710, or
- NSW Department of Planning and Environment - Water, PO Box 363, Buronga NSW 2739, or
- NSW Department of Planning and Environment - Water, PO Box 829, Albury NSW 2640.

MR7736-00001

A. Under clause 238 of the Water Management (General) Regulation 2018, the approval holder must give a copy of a certificate provided under clause 237(1) and (2) to the Minister within 28 days of receiving the certificate.

B. This condition does not apply to works to which an exemption from the mandatory metering equipment condition applies as described in clauses 230, 231, 232 or 233 of the Water Management (General) Regulation 2018.

Note. More information on how to comply with this condition is available on the Department's website.

Other Conditions

Water management works

DS2349-00001

The approval holder must make all reasonable efforts not to allow any used water to discharge, by any means including surface or subsurface drains or pipes, into or onto:

- A. any adjoining public or crown road;
- B. any other person's land;
- C. any Crown land;
- D. any river, creek or watercourse or aquifer.

DK0888-00001

Any water supply work authorised by this approval used for the purpose of conveying, diverting or storing water must be constructed or installed to allow free passage of floodwaters flowing into or from a river or lake.

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

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

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Statement of Approval

Water Management Act 2000

Approval details

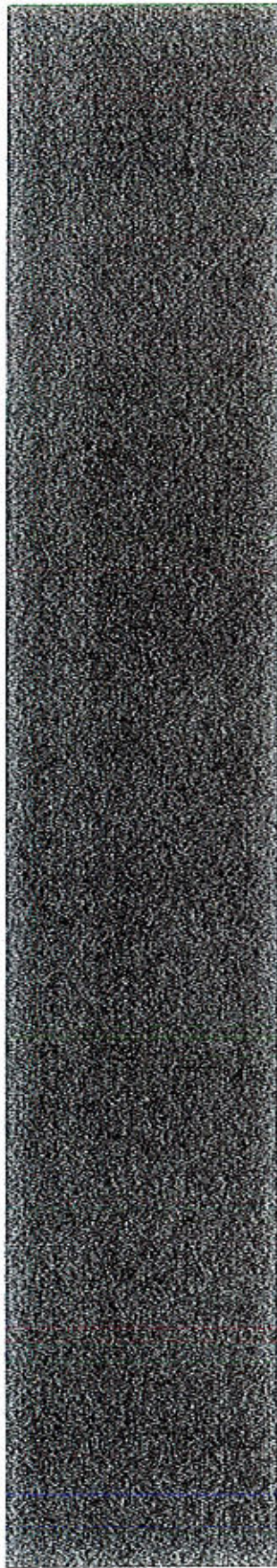
| | |
|--------------------|--|
| Approval number | 50WA513045 |
| Status | CURRENT* |
| Approval kind | Water Supply Works |
| Water sharing plan | NEW SOUTH WALES MURRAY AND LOWER DARLING REGULATED RIVERS WATER SOURCES 2016 |
| Date of effect | 28/Apr/2015 |
| Expiry date | 27/Apr/2025 |
| Approval holder(s) | Schedule 1 |
| Water supply works | Schedule 2 |
| Conditions | Schedule 3 |

Contact for service of documents

| | |
|---------|-------------------------------|
| Name | JOSCH HOLDINGS PTY LIMITED |
| Address | PO Box 1554 DUBBO NSW 2830 |

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

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



Schedule 1 - Approval holders

The holders of this approval are:

| Approval holder(s) | ACN (if applicable) |
|----------------------------|---------------------|
| JOSCH HOLDINGS PTY LIMITED | 143 296 502 |

Important notice - change of landholder or contact

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

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

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

Schedule 2 - Water supply works

Part A: Authorised water supply works

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

Work 1

| | |
|---------------------------------|--|
| Specified work | 125MM CENTRIFUGAL PUMP |
| Specified location | 1//1119802 Whole Lot |
| Management zone (if applicable) | THAT PART OF THE WATER SOURCE UPSTREAM OF THE RIVER MURRAY AT PICNIC POINT |
| Water source | NEW SOUTH WALES MURRAY REGULATED RIVER WATER SOURCE |
| Water sharing plan | NEW SOUTH WALES MURRAY AND LOWER DARLING REGULATED RIVERS WATER SOURCES 2016 |

Schedule 3 - Conditions

The approval is subject to the following conditions:

Plan conditions

New South Wales Murray and Lower Darling Regulated Rivers Water Sources 2016

Take of water

MW0655-00001

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

MW2452-00001

Water must be taken through metering equipment that meets the following requirements:

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

This condition ceases to apply to a work on the day on which that work is required to comply with the mandatory metering equipment condition under the Water Management (General) Regulation 2018.

Water management works

MW0491-00001

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

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

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

MR6927-00001

A. Under section 101A of the Water Management Act 2000, metering equipment must be installed, used and properly maintained in connection with all water supply works, except those works to which an exemption applies as described in clauses 230, 231, 232 or 233 of the Water Management (General) Regulation 2018.

B. Metering equipment standards are set out in the Water Management (General) Regulation 2018. An approval holder must comply with the standards set out in the Regulation.

Note. More information on how to comply with this condition is available on the Department's website.

Monitoring and recording

MW0482-00001

Where a water meter is installed on a water supply work authorised by this approval, the meter reading must be recorded in the logbook before taking water. This reading must be recorded every time water is to be taken.

This condition ceases to apply to a work on the day that the recording and reporting requirements apply to that work under the Water Management (General) Regulation 2018.

MW2335-00001

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

This condition ceases to apply to a work on the day that the recording and reporting requirements apply to that work under the Water Management (General) Regulation 2018.

MW2337-00001

The following information must be recorded in the logbook for each period of time that water is taken:

- A. date, volume of water, start and end time when water was taken as well as the pump capacity per unit of time, and
- B. the access licence number under which the water is taken, and
- C. the approval number under which the water is taken, and
- D. the volume of water taken for domestic consumption and/or stock watering.

This condition ceases to apply to a work on the day that the recording and reporting requirements apply to that work under the Water Management (General) Regulation 2018.

MR7738-00007

A. The approval holder must comply with the reporting requirements set out in clause 244A of the Water Management (General) Regulation 2018 from 1 June 2023.

B. This condition does not apply:

- i. if telemetry is installed and used in relation to the work used to take water, and that complies with the data logging and telemetry specifications, or
- ii. to works to which an exemption from the mandatory metering equipment condition applies as described in clause 231, 232 or 233 of the Water Management (General) Regulation 2018.

Note. Information about this condition, including the approved form and manner for reporting is available on the Department's website.

MW6612-00001

A logbook used to record water take information must be retained for five (5) years from the last date recorded in the logbook.

MR7737-00007

A. The approval holder must comply with the recording and reporting requirements set out in clause 244 of the Water Management (General) Regulation 2018 from 1 June 2023.

B. This condition does not apply to works to which an exemption from the mandatory metering equipment condition applies as described in clause 231, 232 or 233 of the Water Management (General) Regulation 2018.

Note. Information about this condition, including the approved form and manner for recording and reporting is available on the Department's website.

MR7739-00007

A. The approval holder must comply with the recording and reporting requirements set out in clause 250 of the Water Management (General) Regulation 2018 from 1 June 2023.

B. This condition does not apply:

- i. to works which are subject to the mandatory metering equipment condition under section 101A of the Water Management Act 2000, or
- ii. if metering equipment that complies with the metering equipment standards in the Water Management (General) Regulation 2018 is installed and used in relation to the work, and the approval holder complies with the requirements of clause 244, and the requirements of clause 244A or the telemetry specifications set out in the approved data logging and telemetry specifications, so that data regarding water taken is transmitted in accordance with those specifications.

Note. Information about this condition, including the approved form and manner for recording and reporting is available on the Department's website.

Reporting

MW6983-00023

A. Once the approval holder becomes aware of a breach of any condition on this approval, the approval holder must notify the Minister as soon as practicable.

B. If the initial notification was not in writing, written notice must be provided within seven days of becoming aware of the breach by:

- i. email: nrar.enquiries@nrar.nsw.gov.au, or
- ii. mail:
 - NSW Department of Planning and Environment - Water, Locked Bag 5123, Parramatta NSW 2124, or
 - NSW Department of Planning and Environment - Water, PO Box 205, Deniliquin NSW 2710, or
 - NSW Department of Planning and Environment - Water, PO Box 363, Buronga NSW 2739, or
 - NSW Department of Planning and Environment - Water, PO Box 829, Albury NSW 2640.

MR7736-00001

A. Under clause 238 of the Water Management (General) Regulation 2018, the approval holder must give a copy of a certificate provided under clause 237(1) and (2) to the Minister within 28 days of receiving the certificate.

B. This condition does not apply to works to which an exemption from the mandatory metering equipment condition applies as described in clauses 230, 231, 232 or 233 of the Water Management (General) Regulation 2018.

Note. More information on how to comply with this condition is available on the Department's website.

Other conditions

Water management works

DS2349-00001

The approval holder must make all reasonable efforts not to allow any used water to discharge, by any means including surface or subsurface drains or pipes, into or onto:

- A. any adjoining public or crown road;
- B. any other person's land;
- C. any Crown land;
- D. any river, creek or watercourse or aquifer.

DK0888-00001

Any water supply work authorised by this approval used for the purpose of conveying, diverting or storing water must be constructed or installed to allow free passage of floodwaters flowing into or from a river or lake.

Glossary

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

domestic consumption - Domestic consumption is the use of water for normal household purposes in domestic premises situated on the land.

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

logbook - A logbook is a document, electronic or hard copy, that records specific required information.

stock watering - Stock watering is the use of water for stock animals being raised on the land. It does not include the use of water for the raising of stock animals on an intensive commercial basis (kept in feedlots or buildings for all, or a substantial part, of the period during which the stock animals are being raised).

water meter - A water meter is a device that measures the volume of water extracted over a known period of time. Examples of a water meter include a mechanical meter, electromagnetic meter, channel meter with mobile phone, or an authorised meter equivalent.

General Notes

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

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

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

END OF STATEMENT

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

| | |
|--|---|
| APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services | NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority |
|--|---|

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

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

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

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

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

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

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

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 Normally, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
 - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
 - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can terminate if –
- 2.5.1 any of the deposit is not paid on time;
 - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
 - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to terminate is lost as soon as the deposit is paid in full.

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

3 Deposit-bond

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

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

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within 21 days* after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within 21 days* after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within a reasonable time*.
- 6 Error or misdescription**
- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.
- 7 Claims by purchaser**
- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.
- 8 Vendor's rights and obligations**
- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within 14 days* after that *service*.

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each party's knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each party consents to –
- 20.16.1 any party signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the parties.
- 20.17 Each party agrees that electronic signing by a party identifies that party and indicates that party's intention to be bound by this contract.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a business day, the time is extended to the next business day, except in the case of clauses 2 and 3.2.
- 21.6 Normally, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to terminate.
- 23 Strata or community title**
- Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The parties must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place;
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –

32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and

32.3.2 the claim for compensation is not a claim under this contract.

"Jinark" and "Ughatumbia", Tooranie Road, Mallan 2734

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

11. Apportionment of Price

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

| | |
|---|-----------------------|
| 997 MIL Shares | \$997.00 |
| 5 MIL Water Entitlements | \$8,250.00 |
| Growing Crop | \$130,000.00 |
| Land, improvements and inclusions comprising Identifier 24/756600 | \$770,000.00 |
| Land, improvements, inclusions and Delivery Entitlements Comprising Identifier 80/756553 (LRN W305) | <u>\$1,240,753.00</u> |
| Total | \$2,150,000.00 |

12. Exclusion of Warranties

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