

Guide to the application: Mortgagee's permanent transfer of entitlements/land

This application is used by a mortgagee or receiver and manager exercising its powers to apply to Murray Irrigation for a permanent transfer of water entitlements, delivery entitlements or shares and delivery entitlements, whether associated with a corresponding transfer of land or separate to a transfer of the land.

*Note that this application does not give effect to the transfer of land.

This guide should be read in conjunction with and subject to Murray Irrigation's *Transfer Rules Policy*.

1 Checklist

The following is a list of documentation required for processing of this application:

1.1 Submission for conditional approval:

- Form 9M – duly completed (form, statutory declaration and deed)
- Current title searches
- The application fee (refer to Schedule of Standard Service Charges; 'Permanent transfers')

Additional requirements, if any, will be advised when conditional approval is granted.

Applications received in order are considered for conditional approval weekly. Documentation should be submitted in a single parcel.

1.2 Required for registration:

- Form 19 – Security interest, notification/removal/consent and application fee (see notes and Schedule of Standard Service Charges; 'Other Charges')
- Entitlements Contract, duly executed by purchaser, in duplicate
- Security, in an appropriate form (if applicable)
- Original Share / Water Entitlements / Delivery Entitlements Certificates (vendor and purchaser)
- Confirmation of settlement/notice of sale
- Payment of LWMP capital repayments (if applicable)
- *Settlement of negative balance in the vendor's water allocation account prior to registration (if applicable) - megalitres and annual delivery entitlements
- Payment of all arrears (vendor and purchaser), and in the case of a sale of land or where the vendor will no longer hold water entitlements, all current charges.

The Schedule of Standard Service Charges can be found at www.murrayirrigation.com.au under 'Customers' then 'Fees and prices', and any other forms referred to in this application under 'Customers' then 'Forms'.

2 General notes

- 1) Surrender/termination of delivery entitlements or shares requires a separate Form 14 application.
- 2) Each original certificate relevant to the units being transferred (i.e. shares, water entitlements, and/or delivery entitlements) must be submitted – for both vendor and purchaser.
- 3) Where the vendor is a non-member and is transferring all water entitlements (remaining balance zero), an Entitlements Contract is not required.
- 4) Shares and delivery entitlements may only be transferred between landholdings.
- 5) Water entitlements may be held by any person.
- 6) Where the transfer does not result in a change of beneficial ownership (e.g. transferring between two landholdings in the same names or a change of trustee), indicate this by ticking the relevant box on the vendor's application.
- 7) **Forms or pages that are not dated or otherwise complete may be returned.**

2.2 Security interests

- 1) If a mortgage, charge or caveat appears on the titles of the land or in Murray Irrigation's registers (other than the applicant's), Form 19 – Security interest is required from each interested party to either remove the interest or provide consent to the transfer. No application fee is required for **consent**.
- 2) A Discharge of Mortgage may be provided in lieu Form 19 – Security interest, if accompanied by written undertaking that it will be, or has been, lodged with LPI.

2.3 Allocation, carryover, casual usage fee

- 1) Water allocation is not transferred unless specified - amounts credited to the vendor up to the time of registration will remain in that account.
 - a) Where a corresponding transfer of land is involved, the water allocation account, including all debits and credits therein, will be registered in the name of the purchaser upon registration of this application
- 2) The allocation amount specified will be transferred upon registration. **Please provide a whole number of ML or select pro-rata and date.**
- 3) Pro-rata calculation is based on the amount of allocation and/or carryover credited to vendor account at the date nominated proportional to the number of entitlements transferred. In the case of water entitlements, this includes annual allocation and/or carryover; in the case of delivery entitlements, it includes water efficiency allocation. Pro-rata amounts will be transferred at time of finalisation.
- 4) *The permanent transfer of delivery entitlements may reduce the casual usage threshold of the vendor, who may then become subject to the casual usage fee. Delivery entitlements can be acquired on an annual basis to counteract this.

2.4 Processing times

- 1) As a general rule, allow four to 12 weeks for processing of a permanent transfer of entitlements/land application.
- 2) Timing will vary depending on a range of factors such as timeliness of requirements being met, settlement dates, and so forth.

3 Security

- 1) Security for ongoing access fees will be requested in the following circumstances:
 - a) The number of delivery entitlements exceeds five times the number of water entitlements remaining; and
 - b) Greater than 2,000 delivery entitlements are held.
- 2) Security may be in the form of cash deposit, bank guarantee, or any other form agreed by the company and the applicant.
- 3) The quantum or value of security will generally be equal to the termination fee that would apply to all delivery entitlements, at the date of application.
- 4) The requirement for security to be provided, and the quantum/value will be notified following conditional approval.
- 5) In circumstances where criteria (1a) above is met, and between 250 and 2,000 delivery entitlements are held, Murray Irrigation will instead lodge a caveat on the titles of the landholding, noting the existence of Murray Irrigation's statutory charge on the land.

4 Completing the application

- 1) Only current version forms will be accepted.
- 2) Type into interactive forms prior to printing/ all handwriting should be in BLOCK letters in blue or black ink.
- 3) All spaces on the form must be completed and any corrections initialled.
- 4) If there is insufficient space on any part of the form, please attach an annexure, labelled beginning at the letter 'A', and refer to the annexure at the relevant position on the form.
- 5) If transferring from a landholding, the water allocation account number is the same as the landholding reference number. The landholding folio identifiers must also be provided.
- 6) In the section for 'Water allocation'; enter the amount (in ML) to be transferred in this application. Please nominate a volume – any amounts specified relative to a point in time (e.g. settlement) will need to be confirmed in writing.
- 7) The application must be executed by ALL registered proprietors. If executing as attorney, please make note of the power of attorney.
- 8) **Entitlements Contracts must be submitted as original, current version documents only**
- 9) **Deed must be submitted as an original, current version document only**
- 10) Follow any other instructions provided with the relevant forms / pages.
- 11) Do not submit this guide with the application.

3 Foreign Ownership

- 1) Under the requirements of the Australian Tax Office (ATO) persons who meet the guidelines as a foreign owner must register as such with the ATO and provide written confirmation of foreign ownership to Murray Irrigation Limited as per Constitution clause 116.
<https://firb.gov.au/guidance-resources/guidance-notes/gn31>

5 Submission and enquiries

Submit completed applications to:

Via email: register@murrayirrigation.com.au

Or;

By post or delivery:

Murray Irrigation Limited
PO Box 528
443 Charlotte St
DENILIQUN NSW 2710

For all enquiries regarding this application, please contact the Water Trade team via Customer Support :

T. 1300 138 265

Mortgagee's application: Internal permanent transfer of entitlements/land

Customer details

Name:			
Mailing address:			
Contact number:		Mobile:	
Email address:			
Landholding folio identifiers:			
Mortgagee: (name, address, reference, email)			
Release certificates on registration to: (name, address)			

Authority for Murray Irrigation to release landholding information and/or customer number for water ordering purposes to the purchaser after settlement?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
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Particulars of transfer

Transfer of land	<input type="checkbox"/> YES	<input type="checkbox"/> NO
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From water allocation account / LRN		To water allocation account / LRN (Tick for new account)	
Shares		Non-beneficial transfer? (tick)	<input type="checkbox"/>
Water entitlements		Class (please tick)	A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/>
Delivery entitlements		Unit price (WE and DE)	

Water allocation and carryover water to be transferred

Water allocation		ML	<u>OR</u>	<input type="checkbox"/> Pro-rata water allocation from date:	
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<input type="checkbox"/>	Carryover ML included in pro-rata calculation
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**Pro-rata calculation is based on the amount of allocation and/or carryover credited to vendor account at the date nominated proportional to the number of entitlements transferred. In the case of water entitlements, this includes annual allocation (announced allocation and Allocation Advance) and, if specified, carryover. In the case of delivery entitlements, it includes Resource Distribution allocation. Pro-rata amounts will be transferred at time of finalisation. Refer to the *Water Trade Glossary* on the company's website for definitions of types of allocation mentioned.

The mortgagee pursuant to the powers vested in it under the mortgage/ as mortgagee in possession of the land described above and pursuant to the power of attorney given by the customer to the mortgagee in the mortgage, applies to Murray Irrigation for:

1. the permanent transfer of the shares, water entitlements and/or delivery entitlements specified above; and
2. for the water allocation and carryover water specified above to be debited from the vendor's water allocation account, and credited to the purchaser's water allocation account.

Dated:	
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Execution by the mortgagee: Signed by its duly authorised officer in the presence of:

	Name	Signature
Mortgagee 1; or Authorised Officer		
Mortgagee 2; or Authorised Officer		
Witness		
Witness address		

Mortgagee's Statutory Declaration: Internal permanent transfer of entitlements/land

I;

Officer of mortgagee	
Address:	

solemnly and sincerely declare and affirm that:

1. I am the *mortgagee / an officer of the mortgagee authorised to make a statutory declaration on its behalf.
2. Attached to this application are copies of the following:
 - a. land title searches (if applicable)
3. I declare that:
 - a. there are no other parties other than the customer and the mortgagee having any registered or unregistered interest in the water entitlements the subject of this application; or
 - b. the following parties hold the specified interests in the water entitlements the subject of this application:

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4. I declare that the mortgagee has validly exercised its power of sale under the mortgage in respect of the water entitlements and that it has executed or will execute all documents required to transfer the legal and beneficial estate in the water entitlements to the transferee.

and I/We make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900. **

Made and declared at in the state of

On in the presence of:

	Name	Signature
Justice of the Peace/ Solicitor		
Declarant/s		

* delete inapplicable reference

** If making this declaration outside New South Wales, the text above may need to be replaced with the appropriate text for making a statutory declaration in the relevant state.

Certificate under Section 34 (1)(c) of OATHS ACT, 1900

(required in NSW for establishing the identity of deponent)

I, _____ a Justice of the Peace in NSW certify the following matters concerning the making of this declaration by the person who made it:

1. I saw the face of the person OR * I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering.
2. I have known the person for at least 12 months OR * I have not known the person for at least 12 months, BUT I have confirmed the person's identity using an identification document and the document I relied on was (specify)

Signature: _____

Name of Solicitor/Barrister/Justice of the Peace: _____

* Cross out the words which do not apply

Purchaser's application: Permanent transfer of entitlements/land

Purchaser details

Name:			
Mailing address:			
Contact number:		Mobile:	
Email address:			
Landholding folio identifiers:			
Solicitor/agent: (name, address, reference, email)			

Particulars of transfer

Transfer of land	<input type="checkbox"/> YES	<input type="checkbox"/> NO
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From water allocation account / LRN		To water allocation account / LRN (Tick for new account)	
Shares		Non-beneficial transfer? (tick)	<input type="checkbox"/>
Water entitlements		Class (please tick)	A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/>
Delivery entitlements		Unit price (WE and DE)	

Water allocation and carryover water to be transferred

Water allocation	ML	<u>OR</u>	<input type="checkbox"/> Pro-rata water allocation from date:
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Carryover ML included in pro-rata calculation

**Pro-rata calculation is based on the amount of allocation and/or carryover credited to vendor account at the date nominated proportional to the number of entitlements transferred. In the case of water entitlements, this includes annual allocation (announced allocation and Allocation Advance) and, if specified, carryover. In the case of delivery entitlements, it includes Resource Distribution allocation. Pro-rata amounts will be transferred at time of finalisation. Refer to the *Water Trade Glossary* on the company's website for definitions of types of allocation mentioned.

Please consolidate with existing account for billing and/or water accounting purposes:		* Complete and lodge Form 34
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*Consolidation for billing or water accounting purposes will not occur unless Form 34 is submitted.

<p>Is the purchaser considered a Foreign Ownership under the requirements set out by the ATO? https://firb.gov.au/guidance-resources/guidance-notes/gn31</p> <p>If Yes the purchaser must confirm in writing to Murray Irrigation as per Constitution clause 116.</p>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
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I/We, the purchaser(s), agree to take the shares, water entitlements and delivery entitlements subject to the terms of the Entitlements Contract produced to me/us by Murray Irrigation Limited and executed by me/us.

Dated:	
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Where the purchaser is an individual: Signed by the applicant in the presence of:

Where the purchaser is a company: Executed by the applicant in accordance with section 127 of the *Corporations Act 2001*:

	Name	Signature
Individual 1; or Secretary/Director		
Individual 2; or Director		
Witness		
Witness address		

Deed

This Deed made

BETWEEN: MURRAY IRRIGATION LIMITED ACN 067 197 933 of 443 Charlotte Street Deniliquin

AND: ("Mortgagee")

of

Recitals

1. The Mortgagee is the Mortgagee in respect of the water entitlements under the mortgage more particularly referred to in the Schedule hereto.
2. The Mortgagee has represented to Murray Irrigation that it is entitled to sell the water entitlements by exercising its power of sale under this mortgage and has requested that Murray Irrigation consent to and approve such sale so far as it related to the transfer of the water entitlements.
3. Murray Irrigation has agreed to approve such a transfer provided that its other formal requirements are adhered to on the basis that is granted a full and complete indemnity in respect thereof by the Mortgagee and which indemnity the Mortgagee has agreed to give.

Operative part

1. Murray Irrigation will subject to its formal requirements being met approve the permanent transfer of the water entitlements as if the Mortgagee was the customer and has executed all required documents as the customer.
2. For that purpose Murray Irrigation will cancel the Water Entitlements Certificate more particularly referred to in the Schedule hereto and issue a new Water Entitlements Certificate.
3. In consideration thereof the Mortgagee covenants to fully indemnify and forever keep indemnified Murray Irrigation, its officers and agents from and against all claims, actions, proceedings, demands, costs and expenses whatsoever in respect of the sale of the water entitlements by the Mortgagee as mortgagee to the transferee, the cancellation of the Water Entitlements Certificate and the issue of a replacement certificate in the name of the transferee and in respect of all claims, actions, proceedings, demands, costs and expenses whatsoever which may be made or be brought against Murray Irrigation, its officers and agents for reason of the use or misuse of the existing Water Entitlements Certificate in the name of the Holder, its cancellation and re-issue of a new Water Entitlements Certificate in the name of the transferee and/or in respect of the approval by Murray Irrigation of the permanent transfer of the water entitlements by the Mortgagee in their capacity as mortgagee as the case may be.

Schedule

Water allocation account /
landholding reference number /
Water Entitlements Certificate No:

Water entitlements: Shares:

Delivery entitlements: Registered mortgage:

EXECUTED AS A DEED:

Mortgagee

Where the Mortgagee is a company:

Executed by the Mortgagee in accordance with section 127 of the *Corporations Act 2001*:

Signature of Director/Company Secretary

Signature of Director

Name of Director/ Secretary (BLOCK LETTERS)

Name of Director (BLOCK LETTERS)

OR

Executed by pursuant to a Power of Attorney registered in NSW as

Book No granted by

Who declares that he has no notice of revocation of the said Power of Attorney:

Signature of witness

Signature of Attorney

Name of witness (BLOCK LETTERS)

OR

Where the Mortgagee is an individual:

Signed sealed and delivered by the Mortgagee in the presence of:

Signature of witness

Signature of Mortgagee

Name of witness (BLOCK LETTERS)

Name of Mortgagee

Murray Irrigation Limited

Executed by Murray Irrigation Limited ACN 067 197 933 by its duly authorised officer in the presence of:

Signature of witness

Signature of Authorised Officer

Name of witness (BLOCK LETTERS)

Name of Authorised Officer