



Livestock | Property | Machinery | Auctioneer

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TENDER TERM SHEET

2000 CICL General Security Delivery Entitlements

For Sale by Tender - Closing at 4pm
Wednesday 8th February 2022

Please read this document carefully to ensure that you understand the terms.

We recommend that you obtain independent legal advice if you are unsure about the terms.

Prior to submitting a tender, all intending purchasers must:

- i) apply to Coleambally Irrigation Co-operative Ltd to ensure that they meet the security requirements to purchase and transfer the nominated amount of Delivery Entitlements onto the CICL Farm/s nominated;
- ii) know the location of the Water Entitlement, Delivery Entitlement and Share Certificates for the CICL Farm/s nominated.

Terms and conditions:

- The vendors reserve the right to enter into a contract for the sale of any or all of the Delivery Entitlements with a tenderer of their choosing.
- Upon notification of a successful tender, the tenderer must, at their earliest convenience sign the contract of sale, pay a 10% deposit and attend to all necessary documents and items to facilitate the permanent transfer of the Delivery Entitlements. This includes but is not limited to:
 - Locating and forwarding to CICL original Water Entitlement, Delivery Entitlement and Share Certificates for all transferee farms
 - Obtaining consent from financiers with interests in transferee farms to the permanent transfer of Delivery Entitlements onto transferee farms
 - Ensuring that all security requirements are met within CICL to facilitate approval of the permanent transfer of the Delivery Entitlements
- A 10% Deposit is payable upon exchange of contracts.
- Completion is due 2 business days from unconditional approval being granted by CICL.
- The vendor warrants that all fixed charges payable to CICL in relation to the Delivery Entitlements for the 2021/2022 season have been paid.
- The purchaser shall be liable for all CICL fixed charges for the 2022/2023 season.
- The vendor shall upon settlement transfer to the purchaser the 2022/2023 Member Benefit/Additional Water Offer, currently a total of 0.14ML Allocation per Delivery Entitlement.
- The purchaser shall nominate whether they are willing to purchase a lesser number of Delivery Entitlements should the vendors not wish to offer the full amount nominated by the purchaser.
- An administration and compliance fee of \$2.00 plus GST per Delivery Entitlement is payable to Mannes Agencies on completion.
- The purchaser shall pay the \$250 (GST Inclusive) per Farm CICL Internal Permanent Transfer Fee.
- Should a Liability Statement be required by CICL for any transferee farm/s, the purchaser shall pay to CICL the Liability Statement Request Fee of \$143 (GST Inclusive) per Farm.

SCHEDULE

TENDERER'S NAME:

TRADING NAME:

(Name to appear on sale contract and invoice)

TOTAL NUMBER OF DELIVERY ENTITLEMENTS REQUIRED:

PRICE OFFERED PER DELIVERY ENTITLEMENT:

TOTAL:

PLUS \$2.00 (excl. GST) PER D.E: TOTAL:

(Admin & Compliance Fee)

PLUS \$250 (Incl. GST) CICL TRANSFER FEE – PER FARM:

TOTAL PAYABLE AT SETTLEMENT:

CICL FARM NO. AND LANDHOLDER NAME: (Complete more rows for additional Farm No.s)

Farm No.		
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Landholder		
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Farm No.		
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Landholder		
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In the event that a lesser number of Delivery Entitlements

is available at the price tendered above, the minimum

number that I/we would be willing to purchase is:

(enter zero in space provided if you are not willing to purchase a lesser amount than noted above)

Executed as an agreement.

EXECUTED by and on behalf of **Purchaser** in accordance with Section 127 of the Corporations Act 2001:

Signature of Director/Company Secretary _____

Name of Director/Company Secretary (please print) _____

Signature of Witness _____

Name of Witness (please print) _____

Signature of Director/Company Secretary _____

Name of Director/Company Secretary (please print) _____

Signature of Witness _____

Name of Witness (please print) _____

Executed as an agreement.

EXECUTED by and on behalf of **PURCHASER NAME/s:** _____
in accordance with Section 127 of the Corporations Act 2001:

Signature of **Purchaser** _____

Print Name: _____

Signature of Witness _____

Name of Witness (please print) _____

Date: _____

Signature of **Purchaser** _____

Print Name: _____

Signature of Witness _____

Name of Witness (please print) _____

Date: _____