

Rural Contract: Schedule



1. VENDOR (Land): Name(s): Timothy Walter Banks Ruth Banks					
Primary Contact: Given Name(s):	Surname:				
Street: 42 Deslandes Street					
Suburb: Ethelton State: SA Postcode: 5015					
ABN (if applicable):					
Telephone: W:	M: F: H:				
Email:					
2. PURCHASER: Name(s):					
Primary Contact: Given Name(s):	Surname:				
Street:					
Suburb: State: Postcode:					
ABN (if applicable):					
Telephone: W:	M: F: H:				
Email:					
3. AGENT: Company Name/Legal Entity: Ouwens Casserly Real Estate Pty Ltd					
Company Representative: Nick van Vliet					
Street: 210 Greenhill Road					
Suburb: Eastwood State: SA Postcode: 5063					
ABN (if applicable): 76 613 261 626	RLA No: RLA 275403				
Telephone: W: 08 8556 4744	M: 0416 088 556 F:				
Email: nickv@ocre.com.au					
4. PROPERTY: Street: 123 Moritz Road					
Suburb: Kangarilla State: SA Postcode: 5157					
LH/FH	If LH, Class No.	Section / Block	Hundred	Area	Register Bk Vol/Folio
FH	23	23	Willunga	4.142 Ha	5805/241
Refer to Annexure for further description of Property					
5. GST					
1. Is the Vendor liable for GST on the Property? If No, GST is not applicable. If Yes, answer questions 2,3 and 4.			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
2. Is GST to be added to the Purchase Price? If Yes, clause 18.1 will apply.			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
3. Do the parties agree that the margin scheme is to be used? If Yes, clause 18.5 will apply.			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
4. Is the Property being sold as a "going concern"? If Yes, clause 18.6 will apply.			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Note: The Agent is not qualified to provide advice on GST. The Vendor or Purchaser must obtain their own professional taxation advice.					INITIALS

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6. PURCHASE PRICE:

The sum of: Amount Payable for the Property
GST (if applicable):
Total Purchase Price:

7. PRICE BREAKDOWN: *Note: Value of Water Allocation shall be \$1.00 unless stated otherwise.*

The Land
Plant and Equipment
Sundries
Water Allocation
GST (if applicable)
TOTAL

8. DEPOSIT:

-
- on the next business day following the expiration of the cooling off period (section 5 of the *Land and Business (Sale and Conveyancing) Act 1994*); OR
 upon signing of this Agreement; OR
 on or before / / OR
 secured by Guarantee (pursuant to Annexure - Provision of Deposit by way of Guarantee)
 Other (specify)

9. SETTLEMENT DATE:

- On the day of
OR
 Within days of the satisfaction of the Special Condition(s) (if any), whichever is the later, AND/OR
Other date as may be agreed between the parties in writing

10A. INCLUDED PLANT AND EQUIPMENT: Not applicable As attached As described below:

Plant, Equipment, Fixtures and Fittings

Unencumbered as at the date of this Agreement and to be sold to the Purchaser free of any encumbrances as at the Settlement Date

10B. EXCLUDED PLANT AND EQUIPMENT Not applicable As attached As described below:

Excluded Plant, Equipment, Fixtures and Fittings

Excluded from the sale

vendors personal plant and equipment

11. SUNDRIES:

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12. EXCEPTIONS: None Known Easements Encumbrances Rights Of Way Party Wall Rights

Details Or Any Other Exceptions:

TOGETHER WITH FREE AND UNRESTRICTED RIGHT(S) OF WAY OVER THE LAND MARKED A

13. INCLUDED CHATTELS: Not applicable As attached As described below:

- ALL:**
- | | |
|---------------------------------------------------------------|--------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Built-in furniture | <input checked="" type="checkbox"/> Window treatments and fittings |
| <input checked="" type="checkbox"/> Fixed floor coverings | <input checked="" type="checkbox"/> Light fittings |
| <input type="checkbox"/> Telephone | <input checked="" type="checkbox"/> Rubbish bins |
| <input type="checkbox"/> Dishwasher | <input checked="" type="checkbox"/> All communication aerials |
| <input checked="" type="checkbox"/> Other (<i>specify</i>): | |

Electric Water Pump, Solar panels (if installed), solar battery (if installed), NBN box (if installed).

Included Consumer Credit Chattels:

14. EXCLUDED CHATTELS: Not applicable As attached As described below:

- | | |
|-------------------------------------------------------------------|---------------------------------------------------------------|
| <input checked="" type="checkbox"/> Vendor's; and/or | <input type="checkbox"/> Occupier's: |
| <input checked="" type="checkbox"/> Personal effects and chattels | <input checked="" type="checkbox"/> Loose floor coverings |
| <input type="checkbox"/> Dishwasher | <input checked="" type="checkbox"/> Garden pots and ornaments |
| <input type="checkbox"/> Telephone | <input type="checkbox"/> Rubbish bins |
| <input checked="" type="checkbox"/> Other (<i>specify</i>): | |

Freestanding furniture, Non-Standard Telephones, Garden Furniture.

15. NOTICES AND ORDERS: None Known

Specify

16. KNOWN BREACHES OF STRATA TITLES ACT 1988/COMMUNITY TITLES ACT 1996: None known Not applicable

Body Corporate Manager:

Telephone:

Details of breach:

17. WORKS TO BE CARRIED OUT BY VENDOR: Not applicable

Specify

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Rural Contract: Schedule



18. SPECIAL CONDITIONS

- Subject to Finance – Refer Annexure
- Subject to Sale and Settlement of Purchaser's property – Refer Annexure
- Subject to Settlement of Purchaser's property – Refer Annexure
- Subject to Transfer of Water Allocation – Refer Annexure
- Subject to the Foreign Resident Withholding Regime – Refer Annexure
- Other Special Conditions – Refer Annexure
- Provision of Deposit by way of Guarantee – Refer Annexure

19. FURTHER TERMS OF SALE

- Not applicable
- As detailed below

Refer to Annexure.

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Rural Contract - Annexure: Special Condition: Sale Subject to Approval of Finance



1. This Agreement is subject to the Lender specified in Item 1 below agreeing by the date described in Item 2 to grant to the Purchaser on or before the Settlement Date a conditional or unconditional loan of not less than the amount described in Item 3 and for the Terms specified in Item 4.
2. The Purchaser will use its best endeavours to apply for and do everything necessary to obtain the loan.
3. If the Lender does not agree by the date specified in Item 2 to grant the loan conditionally or unconditionally to the Purchaser at Settlement then clause 14.2 of this Agreement shall apply.
4. Unless otherwise agreed in writing between the parties, the Purchaser must deliver to the Vendor written notice signed by the Lender that the Lender has agreed to grant the loan conditionally or unconditionally to the Purchaser at Settlement by the date specified in Item 2 below. Upon notification of the approval to the Vendor this conditional provision will be satisfied and notwithstanding that the lender may subsequently withdraw the approval the Purchaser will be bound by this Contract.
5. For the avoidance of doubt, if the Purchaser breaches any of the terms and conditions contained in this Special Condition (including, but not limited to the obligation to use best endeavours), then clause 14.2.2 of this Agreement will apply.
6. In the event of any inconsistency between this Special Condition and the Agreement, this Special Condition shall apply to the extent of any inconsistency.

Item 1 Lender: Name:
Street 1:
Street 2:
Suburb: State: Postcode:

OR any other such person or institution that is deemed acceptable by the Purchaser

Item 2 Date on or before which the Lender is to approve the loan: Date:

Item 3 Minimum amount of loan: Amount:

Item 4 Terms of loan: Term of loan (in years): commencing interest rate of loan not exceeding % per annum

INITIALS

Rural Contract - Annexure: Special Condition: Sale Subject to Settlement of Purchaser's Property



1. This Agreement is subject to the settlement on the sale of the property described in Item 1 below ("**Purchaser's Property**") on the date specified in Item 2 below ("**Date**") in accordance with the contract entered into by the Purchaser on the date described in Item 3.
2. The Purchaser shall use its best endeavours (including, but not limited to doing all things necessary) to effect settlement on the contract for the sale of the Purchaser's Property on or before the Date.
3. If settlement does not take place on the sale of the Purchaser's Property on or before the Date then, unless the Purchaser has given notice in writing to the Vendor waiving this Special Condition, clause 14.2 of the Agreement shall apply.
4. If settlement does not take place on the sale of the Purchaser's Property on or before the Date then unless the Purchaser delivers to the Vendor written notice stating that the Purchaser waives its rights under this Special Condition and provides documentary evidence that the Purchaser has sufficient funds to complete settlement within two (2) business days of the Date, the Vendor can terminate this Agreement by written notice to the Purchaser.
5. For the avoidance of doubt, if the Purchaser breaches any of the terms and conditions contained in this Special Condition (including, but not limited to the obligation to use best endeavours), then clause 14.2.2 of the Agreement will apply.
6. In the event of any inconsistency between this Special Condition and the Agreement, this Special Condition shall apply to the extent of any inconsistency.

Item 1 Description of Purchaser's property:

Certificate of Title Details:

Street 1:

Street 2:

Suburb: State: Postcode:

Item 2 Date by which settlement is to be effected:

Item 3 Date of contract:

INITIALS

Contract - Annexure: Special Condition Sale Subject to Sale and Settlement of Purchaser's Property



1. This Agreement is subject to the Purchaser entering into a contract for the sale of the Purchaser's property described in Item 1 below ("Purchaser's Property") on or before the date described in Item 2 below ("Date") and that contract becoming unconditional on or before the date described in Item 3 below ("Unconditional Date") for not less than the price described in Item 4 below ("Price") (or, if the Purchaser accepts a lesser sum, then that lesser sum) and settlement on that contract taking place on or before the date described in Item 5 below ("Purchaser's Settlement Date").
2. The Purchaser shall use its best endeavours (including, but not limited to, engaging in proper marketing and advertising) to enter into a contract for the sale of the Purchaser's Property on or before the Date and that contract becoming unconditional on or before the Unconditional Date at no less than the Price and to settle on that sale before the Purchaser's Settlement Date.
3. **Right of Purchaser to Terminate**
If the Purchaser:
 - 3.1 does not enter into a contract for the sale of the Purchaser's Property on or before the Date, or
 - 3.2 enters into a contract for the sale of the Purchaser's Property on or before the Date but that contract does not become unconditional on or before the Unconditional Date, or
 - 3.3 does enter into a contract for the sale of the Purchaser's Property on or before the Date but settlement does not take place on that contract on or before the Purchaser's Settlement Date,then, unless the purchaser waives this Special Condition in writing, then clause 14.2 of the Agreement shall apply.
4. **Right of Vendor to Terminate**
If the Purchaser:
 - 4.1 does not enter into a contract for the sale of the Purchaser's Property on or before the Date, or
 - 4.2 enters into a contract for the sale of the Purchaser's Property on or before the Date but that contract does not become unconditional on or before the Unconditional Date, or
 - 4.3 does enter into a contract for the sale of the Purchaser's Property on or before the Date but settlement does not take place on that contract on or before the Purchaser's Settlement Date, and
 - 4.4 does not deliver to the Vendor a notice in writing stating that the Purchaser waives its rights under this Special Condition and provides documentary evidence that the Purchaser has sufficient funds to complete settlement, within two (2) business days of the Date,the Vendor can terminate this Agreement in writing to the Purchaser.
5. For the avoidance of doubt, if the Purchaser breaches any of the terms and conditions contained in this Special Condition (including, but not limited to the obligation to use best endeavours), then clause 14.2.2 of the Agreement will apply.
6. In the event of any inconsistency between this Special Condition and the Agreement, this Special Condition shall apply to the extent of any inconsistency.

Item 1 Description of Purchaser's property:

Certificate of Title Details:

Street 1:

Street 2:

Suburb: State: Postcode:

Item 2 Date by which Purchaser is to enter into a contract:

Item 3 Date by which contract is to become unconditional:

Item 4 Price for Purchaser's property: \$

Item 5 Date by which settlement is to be effected:

INITIALS

ANNEXURE



*This Annexure page is to be used only if there is insufficient space in the Schedule.
Please insert the relevant corresponding Item number and heading.*

Item Number	Description
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18	Special Conditions (Other Special Conditions Annexure): The property contains significant trees as identified by the City of Onkaparinga, which may restrict removal or development. Please refer to the Council Search.
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19	FURTHER TERMS OF SALE: The Purchaser acknowledges and agrees; A) To be served the Form 1 via email, B) They have had the opportunity to obtain an R3 notice, C) They have entered into this agreement relying on their own judgement and professional advice after satisfactory inspection and investigation of the property; and D) No warranties, representations or assurances other than those contained in this agreement are given by the Vendor or their Agent and all warranties, representations and assurances are excluded and negated to the full extent permissible at law. E) The Purchaser warrants that they are legally entitled to purchase the property without the requirement to apply to the foreign investment review board for foreign investment approval prior to purchase. Please note that from 1st April 2025, foreign persons, including temporary residents and foreign-owned companies, cannot apply to purchase an established dwelling in Australia unless an exemption applies.
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SPECIAL CONDITION

Foreign Resident Withholding Regime



1. Foreign Resident Withholding

- (a) This special condition applies (despite any other provision of the Agreement) if:
 - (1) the Vendor does not provide a Clearance Certificate to the Purchaser at least 5 Business Days before Settlement; or
 - (2) for any other reason the Purchaser is obliged to pay a Withholding Amount to the Commissioner.
- (b) If this special condition applies:
 - (1) the Purchaser must deduct the Withholding Amount from the Purchase Price and pay the Withholding Amount to the Commissioner by no later than Settlement;
 - (2) if the Purchaser provides to the Vendor at Settlement:
 - (A) evidence from the Commissioner or the Australian Taxation Office that the Withholding Amount has been paid to the Commissioner; or
 - (B) a written undertaking from the Purchaser (or Purchaser's Representative) to pay the Withholding Amount to the Commissioner immediately following Settlement; or
 - (C) any other evidence relating to the payment of the Withholding Amount that is acceptable to the Vendor, the Purchaser is not required to pay that part of the Purchase Price to the Vendor;
- (c) if special condition 1(b)(2)(B) applies, the Purchaser will be treated as having given an irrevocable authority and direction to the Purchaser's Representative to pay the Withholding Amount to the Commissioner immediately following Settlement.
- (d) Any Variation Notice not provided to the Purchaser at least 5 Business Days before Settlement is to be disregarded for the purposes of determining that amount.
- (e) In this special condition 1:

Clearance Certificate means a current certificate issued by the Commissioner of Taxation under section 14-220 of Schedule 1 to the Tax Administration Act that applies to the Vendor (and if the Vendor consists of more than one person, to each person who comprises the Vendor) in respect of the sale of the Property.

Commissioner has the meaning given in the Tax Administration Act 1953.

Tax Administration Act means the Tax Administration Act 1953 (Cth).

Variation Notice means a written notice issued by the Commissioner under section 14-235 of the Tax Administration Act to vary the amount otherwise payable by the Purchaser under section 14-200 of the Tax Administration Act.

Withholding Amount means the amount which the Purchaser is required by section 14-200 of Schedule 1 to the Tax Administration Act to pay to the Commissioner in respect of the purchase of the Property.

INITIALS

Initials not required if using electronic signature

Rural Contract: Terms and Conditions



1. Agreement for sale and purchase

The Vendor agrees to sell the Property and the Purchaser agrees to buy the Property for the Purchase Price on the terms and conditions of this Agreement.

2. Definitions and Interpretation

2.1 Definitions

In this Agreement, unless a contrary intention appears:

- 2.1.1 "Act" means the *Land and Business (Sale and Conveyancing) Act 1994* (as amended);
- 2.1.2 "Agent" means the person or organisation specified in Item 3 of the Schedule;
- 2.1.3 "Certificate of Title" means the Certificate of Title or other best evidence of the Vendor's interest in the Property;
- 2.1.4 "Consumer Credit Chattels" means the items under consumer contract or contract for the sale of goods by instalment, subject to a consumer mortgage, on hire or lease (not being a consumer contract) or subject to a bill of sale;
- 2.1.5 "Default Rate" means the rate of interest on the date default occurs, five (5) percentage points above the cash rate notified by the Reserve Bank of Australia;
- 2.1.6 "Deposit" means the sum of money specified in Item 8 of the Schedule;
- 2.1.7 "Exceptions" means any easements, rights, privileges and appurtenances referred to on the Certificate of Title and any encumbrances, charges, exceptions, reservations and other interests specified in Item 12 of the Schedule;
- 2.1.8 "Excluded Chattels" means the items specified in Item 14 of the Schedule;
- 2.1.9 "Excluded Plant and Equipment" means the items specified in Item 10B of the Schedule;
- 2.1.10 "Further Terms" means the terms specified in Item 19 of the Schedule;
- 2.1.11 "GST" means any goods and services tax or similar or comparable tax imposed by and defined in the GST Law;
- 2.1.12 "GST Law" means the *A New Tax System (Goods and Services Tax) Act 1999* and any other Act or Regulation pursuant to, associated with, amending or replacing that Act. Any expression used in this Agreement that is also defined in the GST Law shall have the meaning used or attributed to that expression by the GST Law;
- 2.1.13 "Included Chattels" means the items specified in Item 13 of the Schedule;
- 2.1.14 "Included Plant and Equipment" means the items specified in Item 10A of the Schedule;
- 2.1.15 "Income" means all rent, fees, benefits and other monies received and receivable by the Vendor that are directly attributable to the use by any third party of the Property;
- 2.1.16 "Land" means the land specified in Item 4 of the Schedule;
- 2.1.17 "Livestock" means the stock type and numbers of stock on the Property at the date of this Agreement or as otherwise permitted by clause 8.2;
- 2.1.18 "Outgoings" means all rates and taxes and all other monies payable by the Vendor in respect of the Property, to any third party as required by law, or otherwise to maintain the condition of the Property;
- 2.1.19 "Property" means the Land together with the easements, rights, privileges and appurtenances referred to on the Certificate of Title and the improvements and Vendor's fixtures and fittings on the Land, together with the Included Chattels, the Consumer Credit Chattels and Included Plant and Equipment but excluding the Excluded Chattels and Excluded Plant and Equipment;
- 2.1.20 "Purchase Price" means the sum of money specified in Item 6 of the Schedule;
- 2.1.21 "Purchaser" means the person or organisation specified in Item 2 of the Schedule;
- 2.1.22 "Settlement" means completion of the sale and purchase of the Property from the Vendor to the Purchaser;
- 2.1.23 "Settlement Date" means the date specified in Item 9 of the Schedule;
- 2.1.24 "Special Condition" means a special condition set out in Item 18 of the Schedule or attached to this Agreement;
- 2.1.25 "Statutory Amount" means the amount of a deposit the Vendor can retain if the Purchaser gives notice under section 5 of the Act;
- 2.1.26 "Sundries" means the items specified in Item 11 of the Schedule;
- 2.1.27 "Transfer" means a Memorandum of Transfer (or other appropriate conveyance) of the Property and where applicable any other documents supplied by the Vendor to the Purchaser necessary to transfer to the Purchaser title to the Property (other than the Property);
- 2.1.28 "Vendor" means the person or organisation specified in Item 1 and Item 18 (if applicable) of the Schedule and includes any executor, administrator, attorney, director or any other person authorised to act on behalf of the Vendor;
- 2.1.29 "Water Allocation" means the allocation specified in Item 7 of the Schedule and referred to in Item 18 of the Schedule – Subject to Transfer of Water Allocation (if applicable).
- 2.1.30 "Works" means the items specified in Item 17 of the Schedule.

2.2 Interpretation

In this Agreement, unless a contrary intention appears:

- 2.2.1 words which denote the singular include the plural and vice versa;
- 2.2.2 words which denote natural persons include corporations and vice versa; and
 - (a) reference to a natural person includes that person and that person's personal representatives, assigns and permitted nominees; and
 - (b) reference to a corporation includes such corporation and its successors, assigns and permitted nominees.
- 2.2.3 where a party to this Agreement consists of more than one person then:
 - (a) any covenant or obligation to be performed by that party shall bind each of those persons jointly and severally; and
 - (b) any reference to that party shall include any one or more of those persons;
- 2.2.4 headings are included in this Agreement for convenience and do not form any part of this Agreement or affect its interpretation.
- 2.2.5 may be signed in any number of counterparts and by different persons on separate counterparts. The combination of all counterparts will together constitute the one Agreement.

3. Payment

- 3.1 All monies payable by the Purchaser prior to settlement will be paid to the Agent to be held on trust until Settlement and will be applied to any amounts due to the Agent and then to the Purchase Price.
- 3.2 The balance of the Purchase Price will be paid at Settlement as directed by the Vendor.

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Rural Contract: Terms and Conditions



4. Prior to Settlement

- 4.1 The Purchaser must execute and deliver to the Vendor the Transfer, at least seven (7) days before the Settlement Date, otherwise the Vendor can prepare the Transfer at the Purchaser's expense.
- 4.2 The Vendor must notify the Purchaser at least two (2) business days before the Settlement Date of the details of each bank cheque required, otherwise the Purchaser can tender the total amount due to the Vendor.

5. Settlement

- 5.1 Unless otherwise agreed, Settlement must occur at the Lands Titles Office in Adelaide on the Settlement Date.
- 5.2 At or before Settlement (provided the Purchaser has complied with its obligations under this Agreement), the Vendor must hand to the Purchaser the duly executed Transfer and any other documents required to transfer title to the Property to the Purchaser.
- 5.3 All Outgoings and Income will be adjusted to midnight of the day prior to the Settlement Date, including but not limited to the following:
 - 5.3.1 the current annual water allowance and the water consumed by the Vendor during the current water consumption year will be calculated on a daily basis. Any water consumed in excess of the allowance prior to the Settlement Date is to be adjusted, either before or as soon as possible after the Settlement Date, at the price of water for the current year;
 - 5.3.2 land tax will be adjusted on a single holding basis.
- 5.4 If the Vendor incurs any cost in complying with a statutory requirement (which it did not have notice of prior to entering into this Agreement) between the date of this Agreement and the Settlement Date, the Purchaser must pay the Vendor that amount on Settlement.

6. Value of Plant and Equipment

The purchase price of the Plant and Equipment (including, if applicable, the Encumbered Plant and Equipment, for Unencumbered Transfer) shall be its depreciated value as at the Settlement Date based upon its historical cost to the Vendor and as allowed for income tax purposes by any relevant legislation including the *Income Tax Assessment Act 1936* (as amended).

7. Vacant Possession

Subject to the Exceptions and Tenancies, and subject to the Purchaser performing all of its obligations, the Vendor will provide the Purchaser with vacant possession at Settlement, including but not limited to:

- 7.1 the removal of the Excluded Chattels and Excluded Plant and Equipment and making good any damage arising from that removal;
- 7.2 giving possession of the Included Chattels and Included Plant and Equipment;
- 7.3 paying out all consumer contracts and the like in respect of any of the Included Chattels and Included Plant and Equipment so that they are free of any debt or encumbrance;
- 7.4 delivering all keys and security devices to the Property to the Purchaser.

8. Title and Risk

- 8.1 From the date of this Agreement to the Settlement Date the Property shall be at the risk of the Purchaser but the Vendor must use the Property with all reasonable care so as to maintain its current state of repair and condition with the exception of fair wear and tear.
- 8.2 Notwithstanding clause 8.1 the Vendor must farm, graze and manage the Property, and generally maintain the Property in a proper manner so as to maintain its condition as at the date of this Agreement. In particular, the Vendor must not at any time between the date of this Agreement and Settlement, graze on the Land any greater numbers of Livestock of any class or description than are grazing on the Land at the date of this Agreement other than by way of natural increase.
- 8.3 The Vendor gives no warranty that the Property is free from any contamination or disease except as set out in the Schedule or that the Property is suitable for the purpose for which the Purchaser intends to use the Property.
- 8.4 The Certificate of Title will be conclusive evidence of the Vendor's title.

9. Misdescription

Subject to any applicable laws, this Agreement may not be terminated for any error, omission or misdescription of the Land but either party will be entitled to compensation from the other for any loss or damage arising from the error or misdescription if notified and demanded within fourteen (14) days of Settlement.

10. Vendor Warranties

Except as outlined in the Schedule or Form 1, the Vendor warrants that, to the best of its knowledge, at the date of this Agreement:

- 10.1 there are no outstanding matters regarding the repair or erection of a fence between the Property and any adjoining properties under the *Fences Act 1975*;
- 10.2 there are no outstanding or pending matters in respect of the Property under the provisions of any Act, Regulation or by-law which have not been fully complied with;
- 10.3 the Vendor has paid, or will pay prior to the Settlement Date, all charges for or in respect of all roads, footpaths, kerbs and any associated works on the road adjoining the Property;
- 10.4 since becoming the registered proprietor of the Property, no unapproved building work has been carried out on the Property.

11. Boundaries

The Vendor does not warrant that:

- 11.1 there are no fences, buildings or improvements which are not on or within the boundaries of the Property;
- 11.2 there are no improvements or fixtures upon adjoining land encroaching on the Property;
- 11.3 there are no improvements or fixtures on the Property encroaching on adjoining land.

12. Works

Before Settlement, the Vendor will carry out the Works (if any).

13. Further Terms

The parties agree to comply with the Further Terms (if any) which shall override these Terms in the case of any inconsistency.

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14. Special Conditions

- 14.1 This Agreement is subject to the satisfaction of the Special Conditions. The party required to comply with a Special Condition must use its best endeavours to do so.
- 14.2 If a Special Condition is not complied with before the date specified (or if not specified, within twenty one (21) days of the date of this Agreement) then:
- 14.2.1 if the failure to comply is not the fault of one of the parties, either party can terminate this Agreement by giving written notice to the other. At this time, all monies must be re-paid and all rights and liabilities will cease (except for any preexisting breach or default). If the Purchaser has waived a condition in writing, then it has no right to terminate; or
- 14.2.2 if the failure to comply is the fault of one of the parties, the other party can terminate this Agreement by giving written notice to the other. If the Vendor is in default all monies must be repaid to the Purchaser. If the Purchaser is in default, clause 15 will apply.

15. Purchaser's Default

- 15.1 Without prejudice to any other rights, if the Purchaser breaches this Agreement and the Property does not settle on the Settlement Date, the Purchaser must pay interest on the total Purchase Price (less any deposit paid) from the Settlement Date until the earlier of the date full payment is made or the date of termination, at the Default Rate.
- 15.2 Without prejudice to any other rights, if the Purchaser fails to pay the Deposit, or is otherwise in default prior to the Settlement Date, the Vendor can give the Purchaser written notice to remedy the default within three (3) business days otherwise the Agreement will terminate. The Agreement will automatically terminate at the expiration of that period unless the Vendor withdraws the notice in writing.
- 15.3 If the Purchaser defaults on the Settlement Date and does not settle within three (3) business days, the Vendor can then give notice to complete ("Notice of Completion").
- 15.4 The Notice of Completion will appoint a time for Settlement (with three (3) business days notice) and require the Purchaser to settle at this new time.
- 15.5 If the Purchaser does not comply, the Vendor can terminate this Agreement by further written notice to the Purchaser (without prejudice to any of its other rights).
- 15.6 A Notice of Completion can be given more than once.
- 15.7 The Vendor may, but is not obliged to, waive its right to a re-adjustment of outgoings if Settlement is postponed due to the Purchaser's default.
- 15.8 If this Agreement is terminated, the Deposit (up to the Statutory Amount) is forfeited to the Vendor who may elect to re-sell:
- 15.8.1 the Property and sue the Purchaser for damages for breach of contract; or
- 15.8.2 the Property in which case:
- (a) the Purchaser will forthwith pay any deficiency in price and all associated costs by way of liquidated damages to the Vendor (the Purchaser receiving credit for any deposit paid); and
- (b) the Vendor will be entitled to any surplus of the sale price over the Purchase Price.
- 15.9 The Vendor is not required to tender a Transfer before exercising any of its rights under clause 15.8.
- 15.10 If the Settlement Date is postponed, all rent and other income from the Property shall be readjusted as at midnight on the day preceding Settlement, but rates and taxes shall remain adjusted to the Settlement Date.

16. Vendor's Default

- 16.1 Without prejudice to any other rights, if the Vendor is in breach of this Agreement, the Purchaser must give the Vendor written notice to remedy the default within three (3) business days of service of the notice.
- 16.2 Where the Vendor fails to comply with that notice, the Purchaser may:
- 16.2.1 terminate this Agreement by further written notice in which case all monies paid by the Purchaser must be refunded by the Vendor forthwith; or
- 16.2.2 postpone the Settlement Date until after the breach is remedied in which case the Vendor will pay to the Purchaser (at the Purchaser's absolute discretion):
- (a) interest at the default rate on the full Price from the Settlement Date to the date when the breach ceases and is notified to the Purchaser; or
- (b) the amount of the actual damage suffered by the Purchaser.
- 16.3 If the Settlement Date is postponed, all rates and taxes arising from the Property shall be readjusted to midnight on the day preceding Settlement, but rent and other income remains adjusted to the Settlement Date.

17. Time

Time is of the essence in respect of any obligation under clause 15 and clause 16.

18. Goods and Services Tax

- 18.1 The Vendor and the Purchaser acknowledge and agree that if GST applies to any supply made under or in connection with this Agreement by the Vendor, then:
- 18.1.1 the amount payable in respect of the supply is exclusive of GST; and
- 18.1.2 the Vendor may, in addition to any amount or consideration expressed as payable in respect of the supply, recover from the Purchaser an additional amount on account of GST; and
- 18.1.3 the Purchaser shall pay to or reimburse to the Vendor or to a third party (as the case may be), any additional amount on account of any GST that is or was incurred, paid or payable by the Vendor in respect of that supply; and
- 18.1.4 unless clause 18.5 applies, the amount payable by the Purchaser to the Vendor or to a third party in respect of that supply shall be increased by the product of:
- (a) the rate at which GST is imposed at that time; and
- (b) the amount or consideration payable for the relevant supply; and
- 18.1.5 the Purchaser shall pay any additional amount on account of GST at the same time as the payment for the relevant supply is payable or at such other time as the Vendor directs;
- 18.1.6 the Vendor shall deliver to the Purchaser a tax invoice for the supply in a form that complies with the GST Law.

INITIALS

Rural Contract: Terms and Conditions



- 18.2 The Purchaser acknowledges and agrees that if GST applies to any supply made under or in connection with this Agreement by the Purchaser, that the Purchaser shall be responsible for the payment of any additional amount on account of any GST in respect of that supply.
- 18.3 If the Property is input taxed because it is residential premises to be used predominantly for residential accommodation then the Purchaser warrants that the Property shall be used predominantly for residential accommodation within the meaning of the GST Law.
- 18.4 Clause 18.1 to 18.3 (inclusive) shall not merge on completion of this Agreement and shall survive settlement and any termination of this Agreement by either the Vendor or the Purchaser.

~~18.5 **Margin Scheme** (strike out if not applicable)~~

~~18.5.1 Any person who becomes the Vendor or Purchaser under this Agreement hereby acknowledges and agrees that the margin scheme will apply for or in relation to any supply made under or in connection with this Agreement and that subject to clause 18.5.2, the following provisions will apply:~~

- ~~(a) The Vendor shall, prior to Settlement (if required by the GST Law), obtain a valuation of the Property as at 1 July 2000 (or other relevant date) that complies with the requirements of the GST Law (including any ruling or determination made by the Commissioner of Taxation) and supply a copy of the valuation to the Purchaser seven (7) days prior to Settlement.~~
- ~~(b) Unless otherwise agreed, the Purchaser shall bear all reasonable costs and expenses of the valuation referred to in clause 18.5.1(a).~~
- ~~(c) The Price shall be increased by the amount calculated as follows:
M x R,
where:
(A) M is the difference between the Price and the amount of the valuation obtained in accordance with clause 18.5.1(a); and
(B) R is the rate at which GST is imposed at that time.~~
- ~~(d) The Purchaser acknowledges that it shall not be entitled to claim any input tax credit for any amount of GST as calculated under clause 18.5.1(c) that the Purchaser pays to or reimburses to the Vendor.~~
- ~~(e) If for any reason the margin scheme does not apply to a supply as contemplated by the parties, then the Purchaser shall on demand pay to the Vendor by way of further consideration for the sale of the Property, an amount calculated pursuant to clause 18.1.3 of this Agreement (less any amount of GST already paid by the Purchaser (if any) pursuant to paragraph 18.5.1(d)), in addition to any penalties and interest incurred by the Vendor under the GST Law in respect of the non-application of the margin scheme upon the provision of a tax invoice by the Vendor.~~

~~18.5.2 The parties agree that in the event that the Vendor acquired the Property using the margin scheme, clauses 18.5.1(a) and 18.5.1(b) will have no effect, clauses 18.5.1(d) and 18.5.1(e) shall continue to apply and clause 18.5.1(c) shall be amended such that the Price shall instead be increased by the amount calculated as follows:~~

- ~~M x R,
where:
(A) M is the difference between the Price and the amount the Vendor paid to acquire the Property within the meaning of the GST Law; and
(B) R is the rate at which GST is imposed at that time.~~

~~18.5.3 The provisions of this clause will survive Settlement and any termination of this Agreement by either the Vendor or the Purchaser.~~

~~18.6 **Sale of Farm as a Going Concern** (strike out if not applicable)~~

~~18.6.1 The Vendor and the Purchaser mutually agree that the sale of the Property under or in connection with this Agreement is the supply by the Vendor to the Purchaser of a going concern within the meaning of the GST Law and the sale is GST free.~~

~~18.6.2 The Purchaser warrants that it is registered under the GST Law.~~

~~18.6.3 The Vendor undertakes to carry on the farming of the Property until settlement.~~

~~18.6.4 If for any reason the sale of the Property under this Agreement is not GST free as contemplated by clause 18.6.1, then the Purchaser shall on demand pay to the Vendor by way of further consideration for the sale of the Property, an amount calculated in a similar way to clause 18.1.4 including any penalties incurred by the Vendor under GST Law.~~

~~18.6.5 If the Vendor incurs any penalties under the GST Law because the sale of the Property under this Agreement has been treated by the parties as being GST free, then:~~

- ~~(a) if the reason for the sale not being GST free is solely because of some fault on the part of the Vendor, the Vendor shall bear those penalties;~~
- ~~(b) if the reason for the sale not being GST free is solely because of some fault on the part of the Purchaser, the Purchaser shall pay to or reimburse to the Vendor (as the case may be) those penalties on demand;~~
- ~~(c) in any other case, the penalties shall be borne by the parties equally and any amount of penalties and/or interest that is to be borne by the Purchaser shall be payable to the Vendor on demand.~~

OR

~~18.7 **Going Concern Not to Apply** (strike out if not applicable)~~

~~The Vendor and the Purchaser acknowledge that the sale by the Vendor to the Purchaser is not to be treated as the supply of a going concern within the meaning of the GST Law.~~

OR

18.8 **Farm Land Supplied for Farming** (strike out if not applicable)

18.8.1 The Vendor and the Purchaser mutually agree that the supply of the Land under or in connection with this Agreement is the supply by the Vendor to the Purchaser of the Land within the meaning of section 38-480 of the GST Law and that the supply is GST free.

18.8.2 The Purchaser warrants that the recipient of the supply intends that a farming business be carried on, on the Land within the meaning of the GST Law.

18.8.3 If for any reason the supply of the Land under this Agreement is not GST free as contemplated by 18.8.1, then the Purchaser shall on demand pay to the Vendor by way of further consideration for the supply of the Land, an amount calculated in the manner specified in clause 18.1.4 including any penalties and/or interest incurred by the Vendor under the GST Law.

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Rural Contract: Terms and Conditions



- 18.8.4 If the Vendor incurs any penalties and/or interest under the GST Law because the supply of the Land under this Agreement has been treated by the parties as being GST free then:
- (a) if the reason for the supply not being GST free is solely because of some fault on the part of the Vendor, the Vendor shall bear those penalties and/or interest;
 - (b) if the reason for the supply not being GST free is solely because of some fault on the part of the Purchaser, the Purchaser shall pay to or reimburse to the Vendor (as the case may be) those penalties and/or interest on demand;
 - (c) in any case, the penalties and/or interest shall be borne by the parties equally and any amount of penalties and/or interest that is borne by the Purchaser shall be payable to the Vendor on demand.
- 18.8.5 This condition shall survive settlement and any termination of this Agreement by either the Vendor or the Purchaser.

19. Miscellaneous

19.1 Notices

Notices under this Agreement:

19.1.1 must be in writing and signed by the party giving notice, or its authorised agent;

19.1.2 may be served:

- (a) by being left at the last known residence or place of business of the intended recipient; or
- (b) by being sent by ordinary post in a pre-paid envelope to the address of the party set out in this Agreement.

19.1.3 will be deemed served if posted in accordance with clause 19.1.2(b), two (2) business days after posting; and

19.1.4 will be deemed sufficiently served if served in accordance with this clause on one of several persons comprising the Vendor or the Purchaser.

19.2 No Merger

The provisions of this Agreement shall not merge upon Settlement.

19.3 Cheques

19.3.1 The Deposit may be paid by cheque but if it is not honoured on presentation, the Purchaser shall immediately and without notice be in default.

19.3.2 Any other payment due under this Agreement shall be made either in cash or by bank cheque.

19.4 Costs

The costs of and incidental to the preparation of the Transfer (but not of any document needed to clear the title of the Vendor to the Property) and all stamp duty, registration fees and Government fees, duties and all disbursements in respect of those documents and this Agreement must be paid by the Purchaser.

19.5 Date of this Agreement

The date of this Agreement is the date on which the last of the parties executes it.

19.6 Legal Capacity of Purchaser

19.6.1 The Purchaser warrants that each natural person included in the description of the Purchaser has full legal capacity.

19.6.2 The Purchaser further warrants that it is not (except as set out in any Special Condition) required to seek approval for purchase under the *Foreign Acquisitions and Takeovers Act 1975* as amended.

20. Information Use and Privacy

20.1 The parties agree and acknowledge that:

20.1.1 the Agent uses the parties' Personal Information and other information about the parties and/or the Property collected from the Purchaser and Vendor (collectively "the Information") to act as the Vendor's agent and perform the Agent's obligations under this Agreement;

20.1.2 the Agent may disclose this Information to other parties, including conveyancers, legal advisers, financial institutions and government bodies, as may be required for the Primary Purpose, to comply with the law and for administration purposes. This may include overseas recipients (where applicable);

20.1.3 without provision of the Information the Agent may not be able to carry out the Primary Purpose effectively;

20.1.4 in addition to the Primary Purpose, the Agent may use and disclose Information (other than personal identifying information) to promote the services of the Agent and/or seek potential clients, and disclose Information (other than personal identifying information) to third parties such as, but not limited to, other real estate businesses, real estate related bodies, valuers, data collection agencies, financial institutions and media organisations; and

20.1.5 the Agent will only disclose Information as described above or as otherwise allowed under the Privacy Act 1988 (Cth).

20.2 The Agent collects, stores and manages Personal Information in accordance with its own privacy policy and/or practices, including with respect to access to Personal Information held by the Agent, requests for correction of information and handling of any privacy complaints. For more information, the Agent can be contacted at the address and telephone number provided in this Agreement.

20.3 For the purposes of this Agreement, "Personal Information" has the same meaning as in the Privacy Act 1988 (Cth).

21. Other Conditions

This Agreement includes other terms and conditions as specified in or attached to this Agreement.

22. Governing Law

This Agreement is governed by and construed in accordance with the laws from time to time in force in South Australia and the parties submit to the non-exclusive jurisdiction of the Courts of this State.

23. General

If any provision of this Agreement shall be found by a Court of competent jurisdiction to be invalid or unenforceable in law, then in such case the parties hereby request and direct such court to sever such provision from this Agreement.

24. eConveyancing Conditions

24.1 If each party is or has engaged an Australian Legal Practitioner and/or Licensed Conveyancer (Legal Representative), the parties may agree in writing not less than 5 business days before Settlement, to elect that Settlement take place using an Electronic Lodgement Network (Electronic Conveyancing).

24.2 If the Settlement is to take place by Electronic Conveyancing in accordance with 24.1 above, the parties hereby agree that they will be bound by the Model Rules for Electronic Conveyancing (Model Rules) as in force at the date of Settlement and available at the REISA website www.reisa.com.au.

INITIALS

REISA Forms – Privacy Collection Statements & Consent

Important note: please read the information below before signing this form. If you do not agree with the conditions below, do not sign this document.

REISA – Privacy Collection Statement & Consent

1. This document has been prepared using the REISA Forms platform (“**Platform**”) provided by the Real Estate Institute of South Australia Limited ACN 642 822 731 (“**REISA**”), which is subject to REISA’s Terms of Use and Privacy Policy available on REISA’s website.
2. The Platform uses products and/or services of third parties that are integrated with the Platform. This includes, without limitation, certain services provided by Land Services SA Operating Pty Ltd (“**LSSA**”).
3. By signing this document, you confirm you have read and understood the information set out on this page and provide informed consent that REISA, LSSA and other third parties whose products and/or services are integrated with the platform 3.1 will have access to data (including personal information) contained in this document; and 3.2 can use and retain such data:
 - (a) to provide and improve their products and/or services associated with the Platform;
 - (b) to create and use de-identified data on an aggregated or non-aggregated (but de-identified) basis as permitted by law, including to provide property information products and reports showing market insights, comparisons and trends in sales figures, rental turnover or property attributes and to deliver tools, reports and products for real estate agencies and other commercial businesses for use in their business; and
 - (c) for any purpose ancillary or associated with the above.

LSSA– Privacy Collection Statement

4. Land Services SA Operating Pty Ltd ACN 618 229 815 (**LSSA**) provides REISA with products and services related to the Platform, and in doing so, collects the information (including personal information) uploaded to the Platform (**Data**). LSSA uses the Data to manage and provide the Platform, and for the further purposes described below.
5. LSSA will also collect, hold, use and disclose this personal information to analyse the Data alone and in combination with other data, to derive insights and analysis. That Data, derived data, insights and analysis will be used to develop, offer and provide data products and services with REISA to real estate institutes, real estate agents and other third parties interested in the residential and commercial property market. The nature of these data products and services will change over time depending on customer needs and preferences, but may include reports available online that summarise property trends (such as trends in rental turnover by suburb, or trends in property sales turnover by suburb). If you would like more information about how LSSA will handle the personal information, how you can seek access or request correction of personal information, how you can complain about LSSA’s handling of personal information and LSSA’s contact details, please visit <https://www.landservices.com.au/privacy>.
6. LSSA will generally disclose this personal information to third parties who provide products and services to LSSA (where disclosure may be necessary to provide such products and services) and where personal information is included in the Data for the products and services described above, to LSSA’s customers of those products and services. Generally, LSSA will not disclose any personal information outside of Australia.
7. If you do not provide LSSA with the personal information requested through the Platform, you may be unable to use the Platform to submit your application, enquiry, request or other matter contemplated by the form.
8. The statement above has been prepared and authorised by LSSA.

Rural Contract: Execution Page



EXECUTION

The signatories below acknowledge and confirm they have read and understood the terms and conditions in this document (including the REISA Forms – Privacy Collection Statements & Consent).

SIGNED by or on behalf of **THE PURCHASER** on

the date _____

in the presence of: _____

Witness: _____

Witness: _____

Purchaser/s

SIGNED by or on behalf of **THE VENDOR (LAND) /**

AUCTIONEER (if sold at auction)

on the date _____

in the presence of: _____

Witness: _____

Witness: _____

Vendor/s

Vendor / Purchaser Please Note:

1. REISA recommends that you should not sign any document unless you are satisfied that you understand its terms.
2. Use of this Agreement by a non-member of REISA is a breach of Copyright.

AUCTION CONDITIONS

- Applicable
 Not Applicable

Land and Business (Sale and Conveyancing) Act 1994 section 13A

Land and Business (Sale and Conveyancing) Regulations 2010 regulation 17

Buyers information notice

Prescribed notice to be given to purchaser

Before you buy a home there are a number of things that you should investigate and consider. Though it may not be obvious at the time, there could be matters that may affect your enjoyment of the property, the safety of people on the property or the value of the property.

The following questions may help you to identify if a property is appropriate to purchase. In many cases the questions relate to a variety of laws and standards. These laws and standards change over time, so it is important to seek the most up to date information. Various government agencies can provide up to date and relevant information on many of these questions. To find out more, Consumer and Business Services recommends that you check the website: www.cbs.sa.gov.au.

Consider having a professional building inspection done before proceeding with a purchase. A building inspection will help you answer some of the questions below.

The questions have been categorised under the headings **Safety**, **Enjoyment** and **Value**, but all of the issues are relevant to each heading.

Safety

- Is there **asbestos** in any of the buildings or elsewhere on the property e.g. sheds and fences?
- Does the property have any significant **defects** e.g. **cracking** or **salt damp**? Have the wet areas been waterproofed?
- Is the property in a **bushfire** prone area?
- Are the **electrical wiring, gas installation, plumbing and appliances** in good working order and in good condition? Is a **safety switch** (RCD) installed? Is it working?
- Are there any prohibited **gas appliances** in bedrooms or bathrooms?
- Are **smoke alarms** installed in the house? If so, are they hardwired? Are they in good working order and in good condition? Are they compliant?
- Is there a **swimming pool and/or spa pool** installed on the property? Are there any safety barriers or fences in place? Do they conform to current standards?
- Does the property have any **termite** or other pest infestations? Is there a current preventive termite treatment program in place? Was the property treated at some stage with persistent organochlorins (now banned) or other **toxic** termiticides?
- Has fill been used on the site? Is the soil contaminated by **chemical residues** or waste?
- Does the property use **cooling towers** or manufactured warm water systems? If so, what are the maintenance requirements?

Enjoyment

- Does the property have any **stormwater** problems?
- Is the property in a **flood prone** area? Is the property prone to coastal flooding?
- Does the property have an on-site **wastewater treatment facility** such as a septic tank installed? If so, what are the maintenance requirements? Is it compliant?
- Is a **sewer mains connection** available?
- Are all gutters, downpipes and stormwater systems in good working order and in good condition?
- Is the property near **power lines**? Are there any trees on the property near power lines? Are you considering planting any trees? Do all structures and trees maintain the required clearance from any power lines?
- Are there any **significant** trees on the property?
- Is this property a unit on **strata or community title**? What could this mean for you? Is this property on strata or community title? Do you understand the restrictions of use and the financial obligations of ownership? Will you have to pay a previous owner's debt or the cost of planned improvements?
- Is the property close to a hotel, restaurant or other venue with entertainment consent for live music? Is the property close to any industrial or commercial activity, a busy road or airport etc that may result in the generation of **noise** or the **emission of materials or odours** into the air?
- What appliances, equipment and fittings are included in the sale of the property?
- Is there sufficient car parking space available to the property?

Value

- Are there any **illegal or unapproved additions**, extensions or alterations to the buildings on the property?
- How **energy efficient** is the home, including appliances and lighting? What **energy sources** (e.g. electricity, gas) are available?
- Is the property connected to SA Water operated and maintained **mains water**? Is a mains water connection available? Does the property have a **recycled water** connection? What sort of water meter is located on the property (a **direct or indirect meter** – an indirect meter can be located some distance from the property)? Is the property connected to a water meter that is also serving another property?
- Are there water taps outside the building? Is there a watering system installed? Are they in good working order and in good condition?
- Does the property have **alternative sources** of water other than mains water supply (including **bore or rainwater**)? If so, are there any special maintenance requirements?

For more information on these matters visit www.cbs.sa.gov.au

Disclaimer: There may be other issues relevant to the purchase of real estate. If you are unable to ascertain enough information about the questions raised in this form and any other concerns you may have, we strongly recommend you obtain independent advice through a building inspection, a lawyer, and a financial adviser.

REAL PROPERTY ACT, 1886



The Registrar-General certifies that this Title Register Search displays the records maintained in the Register Book and other notations at the time of searching.



Certificate of Title - Volume 5805 Folio 241

Parent Title(s) CT 4053/823
Creating Dealing(s) CONVERTED TITLE
Title Issued 07/09/2000 Edition 2 Edition Issued 15/12/2021

Estate Type

FEE SIMPLE

Registered Proprietor

RUTH BANKS
TIMOTHY WALTER BANKS
OF 42 DESLANDES STREET ETHELTON SA 5015
AS JOINT TENANTS

Description of Land

ALLOTMENT 23 FILED PLAN 151625
IN THE AREA NAMED KANGARILLA
HUNDRED OF WILLUNGA

Easements

TOGETHER WITH FREE AND UNRESTRICTED RIGHT(S) OF WAY OVER THE LAND MARKED A

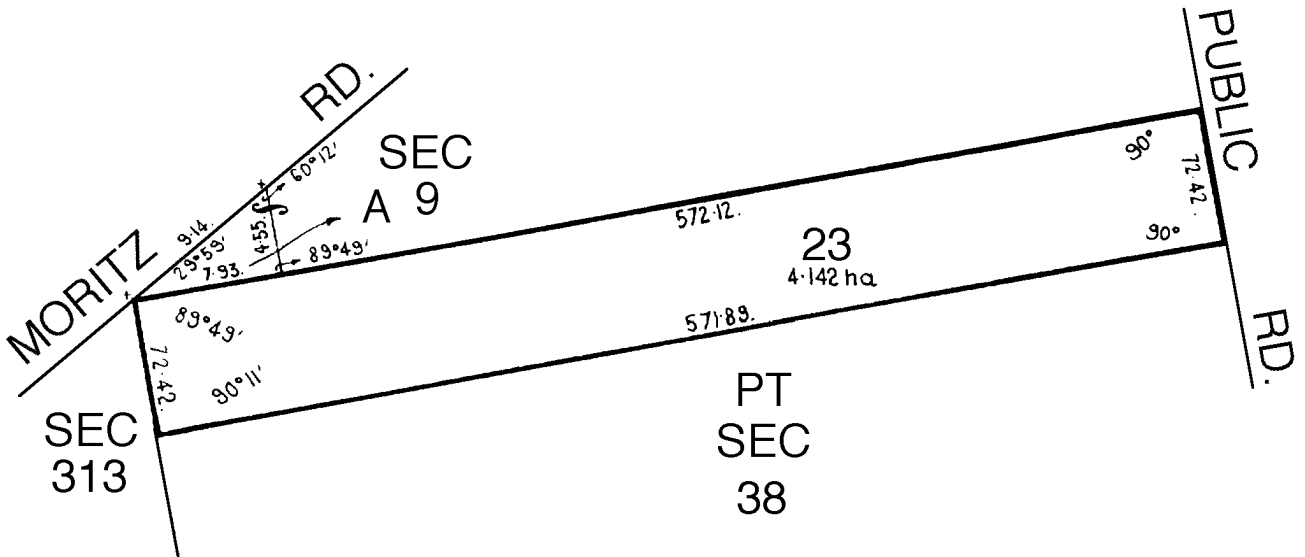
Schedule of Dealings

Dealing Number	Description
13678152	MORTGAGE TO AUSTRALIA & NEW ZEALAND BANKING GROUP LTD. (ACN: 005 357 522)

Notations

Dealings Affecting Title	NIL
Priority Notices	NIL
Notations on Plan	NIL
Registrar-General's Notes	NIL
Administrative Interests	NIL

THIS PLAN IS SCANNED FOR CERTIFICATE OF TITLE 4053/823
SEE TITLE TEXT FOR EASEMENT DETAILS



NOTE: SUBJECT TO ALL LAWFULLY EXISTING PLANS OF DIVISION

Form 1—Vendor's statement

(Section 7 *Land and Business (Sale and Conveyancing) Act 1994*)

Contents

Preliminary

Part A—Parties and land

Part B—Purchaser's cooling off rights and proceeding with the purchase

Part C—Statement with respect to required particulars

Part D—Certificate with respect to prescribed inquiries by registered agent

Schedule

Preliminary

To the purchaser:

The purpose of a statement under section 7 of the *Land and Business (Sale and Conveyancing) Act 1994* is to put you on notice of certain particulars concerning the land to be acquired.

If you intend to carry out building work on the land, change the use of the land or divide the land, you should make further inquiries to determine whether this will be permitted. For example, building work may not be permitted on land not connected to a sewerage system or common drainage scheme if the land is near a watercourse, dam, bore or the River Murray and Lakes.

The *Aboriginal Heritage Act 1988* protects any Aboriginal site or object on the land. Details of any such site or object may be sought from the "traditional owners" as defined in that Act.

If you desire additional information, it is up to you to make further inquiries as appropriate.

Instructions to the vendor for completing this statement:

means the Part, Division, particulars or item may not be applicable.

If it is applicable, ensure the box is ticked and complete the Part, Division, particulars or item.

If it is not applicable, ensure the box is empty or strike out the Part, Division, particulars or item. Alternatively, the Part, Division, particulars or item may be omitted, but not in the case of an item or heading in the table of particulars in Division 1 of the Schedule that is required by the instructions at the head of that table to be retained as part of this statement.

** means strike out or omit the option that is not applicable.*

All questions must be answered with a YES or NO (inserted in the place indicated by a rectangle or square brackets below or to the side of the question).

If there is insufficient space to provide any particulars required, continue on attachments.

Part A—Parties and land

- 1 Purchaser:
Address:
- 2 Purchaser's registered agent: **NOT APPLICABLE**
Address:
- 3 Vendor: **RUTH BANKS AND TIMOTHY WALTER BANKS**
Address: **42 DESLANDES STREET ETHELTON SA 5015**
- 4 Vendor's registered agent: **Ouwens Casserly Real Estate Pty. Ltd.**
Address: **210 Greenhill Road Eastwood SA 5063**
- 5 Date of contract (if made before this statement is served): / /2025
- 6 Description of the land: **123 MORITZ ROAD KANGARILLA SA 5157 BEING THE WHOLE OF THE LAND COMPRISED IN CERTIFICATE OF TITLE REGISTER BOOK VOLUME 5805 FOLIO 241 BEING ALLOTMENT 23 FILED PLAN 151625 IN THE AREA NAMED KANGARILLA HUNDRED OF WILLUNGA**

Part B—Purchaser's cooling-off rights and proceeding with the purchaser

To the purchaser:

Right to cool-off (section 5)

1—Right to cool-off and restrictions on that right

You may notify the vendor of your intention not to be bound by the contract for the sale of the land UNLESS—

- (a) you purchased by auction; or
- (b) you purchased on the same day as you, or some person on your behalf, bid at the auction of the land; or
- (c) you have, before signing the contract, received independent advice from a legal practitioner and the legal practitioner has signed a certificate in the prescribed form as to the giving of that advice; or
- (d) you are a body corporate and the land is not residential land; or
- (e) the contract is made by the exercise of an option to purchase not less than 5 clear business days after the grant of the option and not less than 2 clear business days after service of this form; or
- (f) the sale is by tender and the contract is made not less than 5 clear business days after the day fixed for the closing of tenders and not less than 2 clear business days after service of this form; or
- (g) the contract also provides for the sale of a business that is not a small business.

2—Time for service

The cooling-off notice must be served—

- (a) if this form is served on you before the making of the contract—before the end of the second clear business day after the day on which the contract was made; or
- (b) if this form is served on you after the making of the contract—before the end of the second clear business day from the day on which this form is served.

However, if this form is not served on you at least 2 clear business days before the time at which settlement takes place, the cooling-off notice may be served at any time before settlement.

3—Form of cooling-off notice

The cooling-off notice must be in writing and must be signed by you.

4—Methods of service

The cooling-off notice must be—

- (a) given to the vendor personally; or
- (b) posted by registered post to the vendor at the following address:
42 DESLANDES STREET ETHELTON SA 5015
(being the vendor's last known address); or
- (c) transmitted by fax or email to the following fax number or email address:
EMAIL: NICKV@OCRE.COM.AU JOHNL@OCRE.COM.AU
(being a number or address provided to you by the vendor for the purpose of service of the notice); or
- (d) left for the vendor's agent (with a person apparently responsible to the agent) at, or posted by registered post to the agent at, the following address:
210 GREENHILL ROAD EASTWOOD SA 5063
(being the agent's address for service under the *Land Agents Act 1994*)

Note—Section 5(3) of the *Land and Business (Sale and Conveyancing) Act 1994* places the onus of proving the giving of the cooling-off notice on the purchaser. It is therefore strongly recommended that—

- (a) if you intend to serve the notice by leaving it for the vendor's agent at the agent's address for service or an address nominated by the agent, you obtain an acknowledgment of service of the notice in writing;
- (b) if you intend to serve the notice by fax or email, you obtain a record of the transmission of the fax or email.

5—Effect of service

If you serve such cooling-off notice on the vendor, the contract will be taken to have been rescinded at the time when the notice was served. You are then entitled to the return of any money you paid under the contract other than—

- (a) the amount of any deposit paid if the deposit did not exceed \$100; or
- (b) an amount paid for an option to purchase the land.

Proceeding with the purchase

If you wish to proceed with the purchase—

- (a) it is strongly recommended that you take steps to make sure your interest in the property is adequately insured against loss or damage;
- (b) pay particular attention to the provisions in the contract as to time of settlement - it is essential that the necessary arrangements are made to complete the purchase by the agreed date - if you do not do so, you may be in breach of the contract;
- (c) you are entitled to retain the solicitor or registered conveyancer of your choice.

Part C—Statement with respect to required particulars

(section 7(1))

To the purchaser:

We, RUTH BANKS AND TIMOTHY WALTER BANKS,

Of 42 DESLANDES STREET ETHELTON SA 5015 being the vendors in relation to the transaction state that the Schedule contains all particulars required to be given to you pursuant to section 7(1) of the *Land and Business (Sale and Conveyancing) Act 1994*

Date:

22 / 10 / 2025

29 / 10 / 2025



Signed:

Part D—Certificate with respect to prescribed inquiries by registered agent

(section 9)

To the purchaser:

I, LISA MARIE AMABILI of 147 FROME STREET ADELAIDE SA 5000

certify that the responses to the inquiries made pursuant to section 9 of the *Land and Business (Sale and Conveyancing) Act 1994* confirm the completeness and accuracy of the particulars set out in the Schedule.

Exceptions: **NIL**

Date: 20/10/2025



Signed:

Person authorised to act on behalf of Vendor's agent (pursuant to the agent's written authority)

Schedule—Division 1—Particulars of mortgages, charges and prescribed encumbrances affecting the land

(section 7(1)(b))

Note—

Section 7(3) of the Act provides that this statement need not include reference to charges arising from the imposition of rates or taxes less than 12 months before the date of service of the statement.

Where a mortgage, charge or prescribed encumbrance referred to in column 1 of the table below is applicable to the land, the particulars in relation to that mortgage, charge or prescribed encumbrance required by column 2 of the table must be set out in the table (in accordance with the instructions in the table) unless—

- (a) there is an attachment to this statement and—
 - (i) all the required particulars are contained in that attachment; and
 - (ii) the attachment is identified in column 2; and
 - (iii) if the attachment consists of more than 2 sheets of paper, those parts of the attachment that contain the required particulars are identified in column 2; or
- (b) the mortgage, charge or prescribed encumbrance—
 - (i) is one of the following items in the table:
 - (A) under the heading 1. General—
 - 1.1 Mortgage of land
 - 1.4 Lease, agreement for lease, tenancy agreement or licence
 - 1.5 Caveat
 - 1.6 Lien or notice of a lien
 - (B) under the heading 36. Other charges—
 - 36.1 Charge of any kind affecting the land (not included in another item); and
 - (ii) is registered on the certificate of title to the land; and
 - (iii) is to be discharged or satisfied prior to or at settlement.

Table of particulars

Column 1

Column 2

Column
3

[If an item is applicable, ensure that the box for the item is ticked and complete the item.]

[If an item is not applicable, ensure that the box for the item is empty or else strike out the item or write "NOT APPLICABLE" or "N/A" in column 1. Alternatively, the item and any inapplicable heading may be omitted, but not in the case of—

- (a) the heading "1. General" and items 1.1, 1.2, 1.3 and 1.4; and
- (b) the heading "5. Development Act 1993 (repealed)" and item 5.1; and
- (c) the heading "6. Repealed Act conditions" and item 6.1; and
- (d) the heading "29. Planning, Development and Infrastructure Act 2016" and items 29.1 and 29.2,

which must be retained as part of this statement whether applicable or not.]

[If an item is applicable, all particulars requested in column 2 must be set out in the item unless the Note preceding this table otherwise permits. Particulars requested in bold type must be set out in column 3 and all other particulars must be set out in column 2.]

[If there is more than 1 mortgage, charge or prescribed encumbrance of a kind referred to in column 1, the particulars requested in column 2 must be set out for each such mortgage, charge or prescribed encumbrance.]

[If requested particulars are set out in the item and then continued on an attachment due to insufficient space, identify the attachment in the place provided in column 2. If all of the requested particulars are contained in an attachment (instead of in the item) in accordance with the Note preceding this table, identify the attachment in the place provided in column 2 and (if required by the Note) identify the parts of the attachment that contain the particulars.]

1. General

<p>1.1 Mortgage of land</p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i> CERTIFICATE OF TITLE</p> <p>Number of mortgage (if registered): 13678152</p> <p>Name of mortgagee: AUSTRALIA & NEW ZEALAND BANKING GROUP LTD.</p>	<p>YES</p> <p>YES</p> <p>YES</p>
<p>1.2 Easement (whether over the land or annexed to the land)</p> <p>Note—</p> <p>"Easement" includes rights of way and party wall rights</p> <p>*REFER PROPERTY INTEREST REPORT: NOTATION IN RESPECT OF STATUTORY EASEMENTS – THIS NOTICE DOES NOT NECESSARILY IMPLY THAT ANY STATUTORY OR OTHER EASEMENT EXISTS</p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i> PROPERTY INTEREST REPORT – STATUTORY EASEMENTS</p> <p>Description of land subject to easement: PORTION OF THE LAND IN THE SAID CERTIFICATE OF TITLE</p> <p>Nature of easement: STATUTORY EASEMENTS</p> <p>Are you aware of any encroachment on the easement? NO</p> <p>If YES, give details:</p> <p>If there is an encroachment, has approval for the encroachment been given? N/A</p> <p>If YES, give details:</p>	<p>YES*</p> <p>NO</p> <p>YES</p>

<p>Easement (whether over the land or annexed to the land)</p>	<p><i>Is this item applicable?</i> <i>Will this be discharged or satisfied prior to or at settlement?</i></p>	<p>YES NO</p>
<p>Note— "Easement" includes rights of way and party wall rights</p>	<p><i>Are there attachments?</i> CERTIFICATE OF TITLE REFER THE LAND MARKED A ON CERTIFICATE OF TITLE</p> <p>Description of land subject to easement: PORTION OF THE LAND MARKED A ON CERTIFICATE OF TITLE</p> <p>Nature of easement: TOGETHER WITH FREE AND UNRESTRICTED RIGHT(S) OF WAY OVER THE LAND MARKED A</p> <p>Are you aware of any encroachment on the easement? NO If YES, give details:</p> <p>If there is an encroachment, has approval for the encroachment been given? N/A If YES, give details:</p>	<p>YES</p>
<p>1.3 Restrictive covenant NOT APPLICABLE</p>	<p><i>Is this item applicable?</i> <i>Will this be discharged or satisfied prior to or at settlement?</i> <i>Are there attachments?</i></p> <p>Nature of restrictive covenant:</p> <p>Name of person in whose favour restrictive covenant operates:</p> <p>Does the restrictive covenant affect the whole of the land being acquired? If NO, give details:</p> <p>Does the restrictive covenant affect land other than that being acquired?</p>	
<p>1.4 Lease, agreement for lease, tenancy agreement or licence (The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.) NOT APPLICABLE</p>	<p><i>Is this item applicable?</i> <i>Will this be discharged or satisfied prior to or at settlement?</i> <i>Are there attachments?</i></p> <p>Names of parties:</p> <p>Period of lease, agreement for lease etc:</p> <p>Amount of rent or licence fee:</p> <p>Is the lease, agreement for lease etc in writing?</p> <p>If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify—</p> <p>(a) the Act under which the lease or licence was granted:</p> <p>(b) the outstanding amounts due (including any interest or penalty):</p>	

5. Development Act 1993			
5.1	section 42—Condition (that continues to apply) of a development authorisation NOT APPLICABLE	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i> LOCAL GOVERNMENT (COUNCIL) SEARCH DEVELOPMENT ACT 1993 (REPEALED) SECTION 42</p> <p>Condition(s) of authorisation:</p>	YES
6. Repealed Act conditions			
6.1	Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1966</i> (repealed) NOT APPLICABLE	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i> LOCAL GOVERNMENT (COUNCIL) SEARCH PLANNING ACT 1982 (REPEALED), BUILDING ACT 1971 (REPEALED) AND PLANNING AND DEVELOPMENT ACT 1966 (REPEALED)</p> <p>Nature of condition(s):</p>	YES
29. Planning, Development and Infrastructure Act 2016			
29.1	Part 5- Planning and Design Code	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i> LOCAL GOVERNMENT (COUNCIL) SEARCH PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016 PART 5 – PLANNING AND DESIGN CODE</p> <p>Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code): ZONE: RURAL (RU) SUBZONE: NIL ZONING OVERLAYS: REFER LOCAL GOVERNMENT (COUNCIL) SEARCH ZONING OVERLAYS</p> <p>Is there a State heritage place on the land or is the land situated in a State heritage area? NO</p> <p>Is the land designated as a local heritage place? NO</p> <p>Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land? YES</p>	YES NO YES

Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation: **YES**

Note - For further information about the Planning and Design Code visit www.code.plan.sa.gov.au

29.2 section 127—Condition (that continues to apply) of a development authorisation
NOT APPLICABLE

Is this item applicable?

Will this be discharged or satisfied prior to or at settlement?

Are there attachments: LOCAL GOVERNMENT (COUNCIL) **YES**
 SEARCH SECTION 127

Date of authorisation:

Name of relevant authority that granted authorisation:

Condition(s) of authorisation:

Annexures

The following documents are annexed hereto -

Property Interest Report

Copy of certificate(s) of title to the land

Local Government (Council) Search

SA Water, Emergency Service Levy and Land Tax Searches

Form R3 – Buyers Information Notice

Acknowledgement of Receipt

*I/We, the abovenamed Purchaser(s), hereby acknowledge having received this day this Statement under section 7 under the *Land and Business (Sale and Conveyancing) Act* with the annexures as set out above.

Dated this _____ day of _____ 2025

Signed: _____

Purchaser(s)

Property Interest Report

Provided by Land Services SA on behalf of the South Australian Government

Title Reference	CT 5805/241	Reference No. 2721616
Registered Proprietors	T W & R*BANKS	Prepared 17/10/2025 10:20
Address of Property	123 MORITZ ROAD, KANGARILLA, SA 5157	
Local Govt. Authority	CITY OF ONKAPARINGA	
Local Govt. Address	PO BOX 1 NOARLUNGA CENTRE SA 5168	

This report provides information that may be used to complete a Form 1 as prescribed in the *Land and Business (Sale and Conveyancing) Act 1994*

Table of Particulars

Particulars of mortgages, charges and prescribed encumbrances affecting the land as identified in Division 1 of the Schedule to Form 1 as described in the Regulations to the *Land and Business (Sale and Conveyancing) Act 1994*

All enquiries relating to the Regulations or the Form 1 please contact Consumer & Business Services between 8:30 am and 5:00 pm on 131 882 or via their website www.cbs.sa.gov.au

Prescribed encumbrance Particulars (Particulars in bold indicates further information will be provided)

1. General

- | | | |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| 1.1 | Mortgage of land
<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title |
| 1.2 | Easement
(whether over the land or annexed to the land)

Note--"Easement" includes rights of way and party wall rights

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title |
| 1.3 | Restrictive covenant

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance |
| 1.4 | Lease, agreement for lease, tenancy agreement or licence
(The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title

also

Contact the vendor for these details |
| 1.5 | Caveat | Refer to the Certificate of Title |
| 1.6 | Lien or notice of a lien | Refer to the Certificate of Title |
- ### 2. Aboriginal Heritage Act 1988
- | | | |
|-----|-------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| 2.1 | section 9 - Registration in central archives of an Aboriginal site or object | Aboriginal Affairs and Reconciliation in AGD has no registered entries for Aboriginal sites or objects affecting this title |
| 2.2 | section 24 - Directions prohibiting or restricting access to, or activities on, a site or | Aboriginal Affairs and Reconciliation in AGD has no record of any direction affecting this title |

an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

Aboriginal Affairs and Reconciliation in AGD has no record of any agreement affecting this title

also

Refer to the Certificate of Title

3. ***Burial and Cremation Act 2013***

- 3.1 section 8 - Human remains interred on land

Births, Deaths and Marriages in AGD has no record of any gravesites relating to this title

also

contact the vendor for these details

4. ***Crown Rates and Taxes Recovery Act 1945***

- 4.1 section 5 - Notice requiring payment

Crown Lands Program in DEW has no record of any notice affecting this title

5. ***Development Act 1993 (repealed)***

- 5.1 section 42 - Condition (that continues to apply) of a development authorisation

State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]

also

Contact the Local Government Authority for other details that might apply

- 5.2 section 50(1) - Requirement to vest land in a council or the Crown to be held as open space

State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply

- 5.3 section 50(2) - Agreement to vest land in a council or the Crown to be held as open space

State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply

- 5.4 section 55 - Order to remove or perform work

State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

- 5.5 section 56 - Notice to complete development

State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

- 5.6 section 57 - Land management agreement

Refer to the Certificate of Title

- 5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

- 5.8 section 69 - Emergency order

State Planning Commission in the Department for Housing and Urban Development has no record of any order affecting this title

also

Contact the Local Government Authority for other details that might apply

- 5.9 section 71 - Fire safety notice

Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any notice affecting this title

- | | | |
|------|--------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5.10 | section 84 - Enforcement notice | State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply |
| 5.11 | section 85(6), 85(10) or 106 - Enforcement order | State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply |
| 5.12 | Part 11 Division 2 - Proceedings | Contact the Local Government Authority for other details that might apply

also

Contact the vendor for these details |

6. Repealed Act conditions

- | | | |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6.1 | Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1967</i> (repealed)

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

7. Emergency Services Funding Act 1998

- | | | |
|-----|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7.1 | section 16 - Notice to pay levy | An Emergency Services Levy Certificate will be forwarded. If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.

Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates www.revenuesaonline.sa.gov.au |
|-----|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

8. Environment Protection Act 1993

- | | | |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| 8.1 | section 59 - Environment performance agreement that is registered in relation to the land | EPA (SA) does not have any current Performance Agreements registered on this title |
| 8.2 | section 93 - Environment protection order that is registered in relation to the land | EPA (SA) does not have any current Environment Protection Orders registered on this title |
| 8.3 | section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land | EPA (SA) does not have any current Orders registered on this title |
| 8.4 | section 99 - Clean-up order that is registered in relation to the land | EPA (SA) does not have any current Clean-up orders registered on this title |
| 8.5 | section 100 - Clean-up authorisation that is registered in relation to the land | EPA (SA) does not have any current Clean-up authorisations registered on this title |
| 8.6 | section 103H - Site contamination assessment order that is registered in relation to the land | EPA (SA) does not have any current Orders registered on this title |
| 8.7 | section 103J - Site remediation order that is registered in relation to the land | EPA (SA) does not have any current Orders registered on this title |
| 8.8 | section 103N - Notice of declaration of special management area in relation to the land (due to possible existence of site contamination) | EPA (SA) does not have any current Orders registered on this title |

8.9	section 103P - Notation of site contamination audit report in relation to the land	EPA (SA) does not have any current Orders registered on this title
8.10	section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land	EPA (SA) does not have any current Orders registered on this title
9. <i>Fences Act 1975</i>		
9.1	section 5 - Notice of intention to perform fencing work	Contact the vendor for these details
10. <i>Fire and Emergency Services Act 2005</i>		
10.1	section 105F - (or section 56 or 83 (repealed)) - Notice to take action to prevent outbreak or spread of fire	Contact the Local Government Authority for other details that might apply Where the land is outside a council area, contact the vendor
11. <i>Food Act 2001</i>		
11.1	section 44 - Improvement notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
11.2	section 46 - Prohibition order	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
12. <i>Ground Water (Qualco-Sunlands) Control Act 2000</i>		
12.1	Part 6 - risk management allocation	Qualco Sunlands Ground Water Control Trust has no record of any allocation affecting this title
12.2	section 56 - Notice to pay share of Trust costs, or for unauthorised use of water, in respect of irrigated property	DEW Water Licensing has no record of any notice affecting this title
13. <i>Heritage Places Act 1993</i>		
13.1	section 14(2)(b) - Registration of an object of heritage significance	Heritage Branch in DEW has no record of any registration affecting this title
13.2	section 17 or 18 - Provisional registration or registration	Heritage Branch in DEW has no record of any registration affecting this title
13.3	section 30 - Stop order	Heritage Branch in DEW has no record of any stop order affecting this title
13.4	Part 6 - Heritage agreement	Heritage Branch in DEW has no record of any agreement affecting this title also Refer to the Certificate of Title
13.5	section 38 - "No development" order	Heritage Branch in DEW has no record of any "No development" order affecting this title
14. <i>Highways Act 1926</i>		
14.1	Part 2A - Establishment of control of access from any road abutting the land	Transport Assessment Section within DIT has no record of any registration affecting this title
15. <i>Housing Improvement Act 1940 (repealed)</i>		
15.1	section 23 - Declaration that house is undesirable or unfit for human habitation	Contact the Local Government Authority for other details that might apply
15.2	Part 7 (rent control for substandard houses) - notice or declaration	Housing Safety Authority has no record of any notice or declaration affecting this title
16. <i>Housing Improvement Act 2016</i>		

- | | | |
|------|------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| 16.1 | Part 3 Division 1 - Assessment, improvement or demolition orders | Housing Safety Authority has no record of any notice or declaration affecting this title |
| 16.2 | section 22 - Notice to vacate premises | Housing Safety Authority has no record of any notice or declaration affecting this title |
| 16.3 | section 25 - Rent control notice | Housing Safety Authority has no record of any notice or declaration affecting this title |

17. *Land Acquisition Act 1969*

- | | | |
|------|---------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 17.1 | section 10 - Notice of intention to acquire | Refer to the Certificate of Title for any notice of intention to acquire
also
Contact the Local Government Authority for other details that might apply |
|------|---------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|

18. *Landscape South Australia Act 2019*

- | | | |
|-------|-------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 18.1 | section 72 - Notice to pay levy in respect of costs of regional landscape board | The regional landscape board has no record of any notice affecting this title |
| 18.2 | section 78 - Notice to pay levy in respect of right to take water or taking of water | DEW has no record of any notice affecting this title |
| 18.3 | section 99 - Notice to prepare an action plan for compliance with general statutory duty | The regional landscape board has no record of any notice affecting this title |
| 18.4 | section 107 - Notice to rectify effects of unauthorised activity | The regional landscape board has no record of any notice affecting this title
also
DEW has no record of any notice affecting this title |
| 18.5 | section 108 - Notice to maintain watercourse or lake in good condition | The regional landscape board has no record of any notice affecting this title |
| 18.6 | section 109 - Notice restricting the taking of water or directing action in relation to the taking of water | DEW has no record of any notice affecting this title |
| 18.7 | section 111 - Notice to remove or modify a dam, embankment, wall or other obstruction or object | The regional landscape board has no record of any notice affecting this title |
| 18.8 | section 112 - Permit (or condition of a permit) that remains in force | The regional landscape board has no record of any permit (that remains in force) affecting this title
also
DEW has no record of any permit (that remains in force) affecting this title |
| 18.9 | section 120 - Notice to take remedial or other action in relation to a well | DEW has no record of any notice affecting this title |
| 18.10 | section 135 - Water resource works approval | DEW has no record of a water resource works approval affecting this title |
| 18.11 | section 142 - Site use approval | DEW has no record of a site use approval affecting this title |
| 18.12 | section 166 - Forest water licence | DEW has no record of a forest water licence affecting this title |
| 18.13 | section 191 - Notice of instruction as to keeping or management of animal or plant | The regional landscape board has no record of any notice affecting this title |
| 18.14 | section 193 - Notice to comply with action order for the destruction or control of animals or plants | The regional landscape board has no record of any notice affecting this title |
| 18.15 | section 194 - Notice to pay costs of destruction or control of animals or plants on road reserve | The regional landscape board has no record of any notice affecting this title |
| 18.16 | section 196 - Notice requiring control or quarantine of animal or plant | The regional landscape board has no record of any notice affecting this title |
| 18.17 | section 207 - Protection order to secure compliance with specified provisions of the | The regional landscape board has no record of any notice affecting this title |

Act

- | | | |
|-------|----------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| 18.18 | section 209 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act | The regional landscape board has no record of any notice affecting this title |
| 18.19 | section 211 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act | The regional landscape board has no record of any notice affecting this title |
| 18.20 | section 215 - Orders made by ERD Court | The regional landscape board has no record of any notice affecting this title |
| 18.21 | section 219 - Management agreements | The regional landscape board has no record of any notice affecting this title |
| 18.22 | section 235 - Additional orders on conviction | The regional landscape board has no record of any notice affecting this title |

19. Land Tax Act 1936

- | | | |
|------|-------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 19.1 | Notice, order or demand for payment of land tax | A Land Tax Certificate will be forwarded.
If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.

Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates www.revenuesaonline.sa.gov.au |
|------|-------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

20. Local Government Act 1934 (repealed)

- | | | |
|------|---------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| 20.1 | Notice, order, declaration, charge, claim or demand given or made under the Act | Contact the Local Government Authority for other details that might apply |
|------|---------------------------------------------------------------------------------|---------------------------------------------------------------------------|

21. Local Government Act 1999

- | | | |
|------|---------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| 21.1 | Notice, order, declaration, charge, claim or demand given or made under the Act | Contact the Local Government Authority for other details that might apply |
|------|---------------------------------------------------------------------------------|---------------------------------------------------------------------------|

22. Local Nuisance and Litter Control Act 2016

- | | | |
|------|--------------------------------------------------|---------------------------------------------------------------------------|
| 22.1 | section 30 - Nuisance or litter abatement notice | Contact the Local Government Authority for other details that might apply |
|------|--------------------------------------------------|---------------------------------------------------------------------------|

23. Metropolitan Adelaide Road Widening Plan Act 1972

- | | | |
|------|------------------------------------------|-----------------------------------------------------------------------------------------------|
| 23.1 | section 6 - Restriction on building work | Transport Assessment Section within DIT has no record of any restriction affecting this title |
|------|------------------------------------------|-----------------------------------------------------------------------------------------------|

24. Mining Act 1971

- | | | |
|------|---------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
| 24.1 | Mineral tenement (other than an exploration licence) | Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title |
| 24.2 | section 9AA - Notice, agreement or order to waive exemption from authorised operations | Contact the vendor for these details |
| 24.3 | section 56T(1) - Consent to a change in authorised operations | Contact the vendor for these details |
| 24.4 | section 58(a) - Agreement authorising tenement holder to enter land | Contact the vendor for these details |
| 24.5 | section 58A - Notice of intention to commence authorised operations or apply for lease or licence | Contact the vendor for these details |
| 24.6 | section 61 - Agreement or order to pay compensation for authorised operations | Contact the vendor for these details |
| 24.7 | section 75(1) - Consent relating to extractive minerals | Contact the vendor for these details |
| 24.8 | section 82(1) - Deemed consent or agreement | Contact the vendor for these details |

24.9 Proclamation with respect to a private mine Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title

25. *Native Vegetation Act 1991*

25.1 Part 4 Division 1 - Heritage agreement DEW Native Vegetation has no record of any agreement affecting this title
also
Refer to the Certificate of Title

25.2 section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider DEW Native Vegetation has no record of any agreement affecting this title
also
Refer to the Certificate of Title

25.3 section 25D - Management agreement DEW Native Vegetation has no record of any agreement affecting this title
also
Refer to the Certificate of Title

25.4 Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation DEW Native Vegetation has no record of any refusal or condition affecting this title

26. *Natural Resources Management Act 2004 (repealed)*

26.1 section 97 - Notice to pay levy in respect of costs of regional NRM board The regional landscape board has no record of any notice affecting this title

26.2 section 123 - Notice to prepare an action plan for compliance with general statutory duty The regional landscape board has no record of any notice affecting this title

26.3 section 134 - Notice to remove or modify a dam, embankment, wall or other obstruction or object The regional landscape board has no record of any notice affecting this title

26.4 section 135 - Condition (that remains in force) of a permit The regional landscape board has no record of any notice affecting this title

26.5 section 181 - Notice of instruction as to keeping or management of animal or plant The regional landscape board has no record of any notice affecting this title

26.6 section 183 - Notice to prepare an action plan for the destruction or control of animals or plants The regional landscape board has no record of any notice affecting this title

26.7 section 185 - Notice to pay costs of destruction or control of animals or plants on road reserve The regional landscape board has no record of any notice affecting this title

26.8 section 187 - Notice requiring control or quarantine of animal or plant The regional landscape board has no record of any notice affecting this title

26.9 section 193 - Protection order to secure compliance with specified provisions of the Act The regional landscape board has no record of any order affecting this title

26.10 section 195 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act The regional landscape board has no record of any order affecting this title

26.11 section 197 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act The regional landscape board has no record of any authorisation affecting this title

27. *Outback Communities (Administration and Management) Act 2009*

27.1 section 21 - Notice of levy or contribution payable Outback Communities Authority has no record affecting this title

28. ***Phylloxera and Grape Industry Act 1995***

- 28.1 section 23(1) - Notice of contribution payable The Phylloxera and Grape Industry Board of South Australia has no vineyard registered against this title. However all properties with greater than 0.5 hectares of planted vines are required to be registered with the board

29. ***Planning, Development and Infrastructure Act 2016***

- 29.1 Part 5 - Planning and Design Code
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]
- Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated.
- also
- Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title
- also
- For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority
- also
- Contact the Local Government Authority for other details that might apply to a place of local heritage value
- also
- For details of declared significant trees affecting this title, contact the Local Government Authority
- also
- The Planning and Design Code (the Code) is a statutory instrument under the *Planning, Development and Infrastructure Act 2016* for the purposes of development assessment and related matters within South Australia. The Code contains the planning rules and policies that guide what can be developed in South Australia. Planning authorities use these planning rules to assess development applications. To search and view details of proposed statewide code amendments or code amendments within a local government area, please search the code amendment register on the SA Planning Portal: https://plan.sa.gov.au/have_your_say/code-amendments/code_amendment_register or phone PlanSA on 1800 752 664.**
- 29.2 section 127 - Condition (that continues to apply) of a development authorisation
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]
- State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
- also
- Contact the Local Government Authority for other details that might apply
- 29.3 section 139 - Notice of proposed work and notice may require access
- Contact the vendor for these details
- 29.4 section 140 - Notice requesting access
- Contact the vendor for these details
- 29.5 section 141 - Order to remove or perform work
- State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title
- also
- Contact the Local Government Authority for other details that might apply
- 29.6 section 142 - Notice to complete development
- State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title
- also
- Contact the Local Government Authority for other details that might apply
- 29.7 section 155 - Emergency order
- State Planning Commission in the Department for Housing and Urban Development

has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

29.8 section 157 - Fire safety notice

Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

29.9 section 192 or 193 - Land management agreement

Refer to the Certificate of Title

29.10 section 198(1) - Requirement to vest land in a council or the Crown to be held as open space

State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply

29.11 section 198(2) - Agreement to vest land in a council or the Crown to be held as open space

State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply

29.12 Part 16 Division 1 - Proceedings

Contact the Local Government Authority for details relevant to this item

also

Contact the vendor for other details that might apply

29.13 section 213 - Enforcement notice

State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply

29.14 section 214(6), 214(10) or 222 - Enforcement order

Contact the Local Government Authority for details relevant to this item

also

State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

30. *Plant Health Act 2009*

30.1 section 8 or 9 - Notice or order concerning pests

Plant Health in PIRSA has no record of any notice or order affecting this title

31. *Public and Environmental Health Act 1987 (repealed)*

31.1 Part 3 - Notice

Public Health in DHW has no record of any notice or direction affecting this title

also

Contact the Local Government Authority for other details that might apply

31.2 *Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)* (revoked) Part 2 - Condition (that continues to apply) of an approval

Public Health in DHW has no record of any condition affecting this title

also

Contact the Local Government Authority for other details that might apply

31.3 *Public and Environmental Health (Waste Control) Regulations 2010* (revoked) regulation 19 - Maintenance order (that has not been complied with)

Public Health in DHW has no record of any order affecting this title

also

Contact the Local Government Authority for other details that might apply

32. *South Australian Public Health Act 2011*

- 32.1 section 66 - Direction or requirement to avert spread of disease Public Health in DHW has no record of any direction or requirement affecting this title
- 32.2 section 92 - Notice Public Health in DHW has no record of any notice affecting this title
also
Contact the Local Government Authority for other details that might apply
- 32.3 *South Australian Public Health (Wastewater) Regulations 2013* Part 4 - Condition (that continues to apply) of an approval Public Health in DHW has no record of any condition affecting this title
also
Contact the Local Government Authority for other details that might apply

33. *Upper South East Dryland Salinity and Flood Management Act 2002 (expired)*

- 33.1 section 23 - Notice of contribution payable DEW has no record of any notice affecting this title

34. *Water Industry Act 2012*

- 34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement **An SA Water Certificate will be forwarded. If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950**
also
The Office of the Technical Regulator in DEM has no record of any notice or order affecting this title
also
Lightsview Re-Water Supply Co Pty Ltd has no record of any notice or order affecting this title.
also
Robusto Investments Pty. Ltd. trading as Compass Springs has no current record of any notice or order affecting this title.
also
Alano Utilities Pty. Ltd. has no record of any notice or order affecting this title.

35. *Water Resources Act 1997 (repealed)*

- 35.1 section 18 - Condition (that remains in force) of a permit DEW has no record of any condition affecting this title
- 35.2 section 125 (or a corresponding previous enactment) - Notice to pay levy DEW has no record of any notice affecting this title

36. **Other charges**

- 36.1 Charge of any kind affecting the land (not included in another item) Refer to the Certificate of Title
also
Contact the vendor for these details
also
Contact the Local Government Authority for other details that might apply

Other Particulars

Other particulars as identified in Division 2 of the Schedule to Form 1 as described in the *Regulations to the Land and Business (Sale and Conveyancing) Act 1994*

- | | | |
|-----|---------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Particulars of transactions in last 12 months | Contact the vendor for these details |
| 2. | Particulars relating to community lot (including strata lot) or development lot | Enquire directly to the Secretary or Manager of the Community Corporation |
| 3. | Particulars relating to strata unit | Enquire directly to the Secretary or Manager of the Strata Corporation |
| 4. | Particulars of building indemnity insurance | Contact the vendor for these details
also
Contact the Local Government Authority |
| 5. | Particulars relating to asbestos at workplaces | Contact the vendor for these details |
| 6. | Particulars relating to aluminium composite panels | Please note that the audit is limited to classes of buildings, and that this note does not confirm the presence or absence of Aluminium Composite Panelling. Contact the vendor for relevant details. |
| 7. | Particulars relating to court or tribunal process | Contact the vendor for these details |
| 8. | Particulars relating to land irrigated or drained under Irrigation Acts | SA Water will arrange for a response to this item where applicable |
| 9. | Particulars relating to environment protection | Contact the vendor for details of item 2
also
EPA (SA) has no record of any particulars relating to items 3, 4 or 5 affecting this title
also
Contact the Local Government Authority for information relating to item 6 |
| 10. | Particulars relating to <i>Livestock Act, 1997</i> | Animal Health in PIRSA has no record of any notice or order affecting this title |

Additional Information

The following additional information is provided for your information only.
These items are not prescribed encumbrances or other particulars prescribed under the Act.

- | | | |
|-----|------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Pipeline Authority of S.A. Easement | Epic Energy has no record of a Pipeline Authority Easement relating to this title |
| 2. | State Planning Commission refusal | No recorded State Planning Commission refusal |
| 3. | SA Power Networks | SA Power Networks has no interest other than that recorded on the attached notice or registered on the Certificate of Title |
| 4. | South East Australia Gas Pty Ltd | SEA Gas has no current record of a high pressure gas transmission pipeline traversing this property |
| 5. | Central Irrigation Trust | Central Irrigation Trust has no current records of any infrastructure or Water Delivery Rights associated to this title. |
| 6. | ElectraNet Transmission Services | ElectraNet has no current record of a high voltage transmission line traversing this property |
| 7. | Outback Communities Authority | Outback Communities Authority has no record affecting this title |
| 8. | Dog Fence (<i>Dog Fence Act 1946</i>) | This title falls outside the Dog Fence rateable area. Accordingly, the Dog Fence Board holds no current interest in relation to Dog Fence rates. |
| 9. | Pastoral Board (<i>Pastoral Land Management and Conservation Act 1989</i>) | The Pastoral Board has no current interest in this title |
| 10. | Heritage Branch DEW (<i>Heritage Places Act 1993</i>) | Heritage Branch in DEW has no record of any World, Commonwealth or National Heritage interest affecting this title |
| 11. | Health Protection Programs – Department for Health and Wellbeing | Health Protection Programs in the DHW has no record of a public health issue that currently applies to this title. |

Notices

Notices are printed under arrangement with organisations having some potential interest in the subject land. You should contact the identified party for further details.

Electricity and Telecommunications Infrastructure - Building Restrictions and Statutory Easements (including those related to gas, water and sewage)

Building restrictions

It is an offence under section 86 of the *Electricity Act 1996* to erect a building or structure within a prescribed distance of aerial or underground powerlines. In some, but not all, cases approval may be obtained from the Technical Regulator. Generally, however, land owners must not build, or alter a building or structure, with the result that any part of the resulting building or structure is within the minimum clearance distance required from certain types of powerlines. These building limitations are set out in the *Electricity (General) Regulations 2012* regulations 81 and 82. Purchasers intending to redevelop the property to be purchased should therefore be aware that the restrictions under the *Electricity Act* and *Regulations* may affect how, or if, they are able to redevelop the property.

In addition, if a building or structure is erected in proximity to a powerline of an electricity entity in contravention of the *Electricity Act*, the entity may seek a court order:

- a) requiring the person to take specified action to remove or modify the building or structure within a specified period;
- b) for compensation from the person for loss or damage suffered in consequence of the contravention; and/or
- c) for costs reasonably incurred by the entity in relocating the powerline or carrying out other work.

Contact the Office of the Technical Regulator in DEM on 8226 5500 for further details.

Statutory easements

Statutory easements for purposes such as (and without limitation) electricity, telecommunications, gas, water and sewage, may also exist, but may not be registered or defined on the title for the land.

Separate from the above building restrictions, South Australia's electricity supply and transmission businesses have statutory easements over land where part of the electricity distribution or transmission system was on, above or under the land as at particular dates specified by legislation.

This notice does not necessarily imply that any statutory or other easement exists.

However, where in existence, statutory easements may provide these organisations and businesses (identified in the relevant legislation) with the right of entry, at any reasonable time, to operate, repair, examine, replace, modify or maintain their equipment, to bring any vehicles or equipment on the land for these purposes, and to install, operate and carry out work on any pipelines, electricity or telecommunications cables or equipment that may be incorporated in, or attached to, their equipment (For example, see Clause 2 of Schedule 1 of the *Electricity Corporations (Restructuring and Disposal) Act 1999*; section 48A of the *Electricity Act 1996*).

For further clarification on these matters, please contact the relevant organisations or businesses, such as SA Power Networks' Easements Branch on telephone 8404 5897 or 8404 5894.

If you intend to excavate, develop or subdivide land, it is suggested that you first lodge a 'Dial Before you Dig' enquiry. Dial Before You Dig is a free referral service that provides information on the location of underground infrastructure. Using the Dial Before you Dig service (<https://1100.com.au>) may mitigate the risk of injury or expense resulting from inadvertent interference with, damage to, or requirement to relocate infrastructure.

Land Tax Act 1936 and Regulations thereunder

Agents should note that the current owner will remain liable for any additional charge accruing due before the date of this certificate which may be assessed on the land and also that the purchaser is only protected in respect of the tax for the financial year for which this certificate is issued. If the change of ownership will not occur on or before the 30th June, another certificate should be sought in respect of the next financial year or requests for certificate should not be made until after 30th June.

Animal and Plant Control (Agriculture Protection and other purposes) Act 1986 and Regulations

Agents should note that this legislation imposes a responsibility on a landholder to control and keep controlled proclaimed plants and particular classes of animals on a property.

Information should be obtained from:

- The vendor about the known presence of proclaimed plants or animals on the property including details which the vendor can obtain from records held by the local animal and plant control board
- The local animal and plant control board or the Animal and Plant Control Commission on the policies and priorities relating to the control of any serious proclaimed plants or animals in the area where the property is located.

Landscape South Australia 2019

Water Resources Management - Taking of underground water

Under the provisions of the *Landscape South Australia Act 2019*, if you intend to utilise underground water on the land subject to this enquiry the following apply:

- A well construction permit accompanied by the prescribed fee is required if a well/bore exceeding 2.5 meters is to be constructed. As the prescribed fee is subject to annual review, you should visit the webpage below to confirm the current fee
- A licensed well driller is required to undertake all work on any well/bore
- Work on all wells/bores is to be undertaken in accordance with the *General specification for well drilling operations affecting water in South Australia*.

Further information may be obtained by visiting <https://www.environment.sa.gov.au/licences-and-permits/water-licence-and-permit-forms>. Alternatively, you may contact the Department for Environment and Water on (08) 8735 1134 or email DEWwaterlicensing@sa.gov.au.

Certificate of Title

Title Reference: CT 5805/241
Status: CURRENT
Edition: 2

Dealings

No Unregistered Dealings and no Dealings completed in the last 90 days for this title

Priority Notices

NIL

Registrar-General's Notes

No Registrar-General's Notes exist for this title

REAL PROPERTY ACT, 1886



The Registrar-General certifies that this Title Register Search displays the records maintained in the Register Book and other notations at the time of searching.



Certificate of Title - Volume 5805 Folio 241

Parent Title(s) CT 4053/823
Creating Dealing(s) CONVERTED TITLE
Title Issued 07/09/2000 **Edition** 2 **Edition Issued** 15/12/2021

Estate Type

FEE SIMPLE

Registered Proprietor

RUTH BANKS
TIMOTHY WALTER BANKS
OF 42 DESLANDES STREET ETHELTON SA 5015
AS JOINT TENANTS

Description of Land

ALLOTMENT 23 FILED PLAN 151625
IN THE AREA NAMED KANGARILLA
HUNDRED OF WILLUNGA

Easements

TOGETHER WITH FREE AND UNRESTRICTED RIGHT(S) OF WAY OVER THE LAND MARKED A

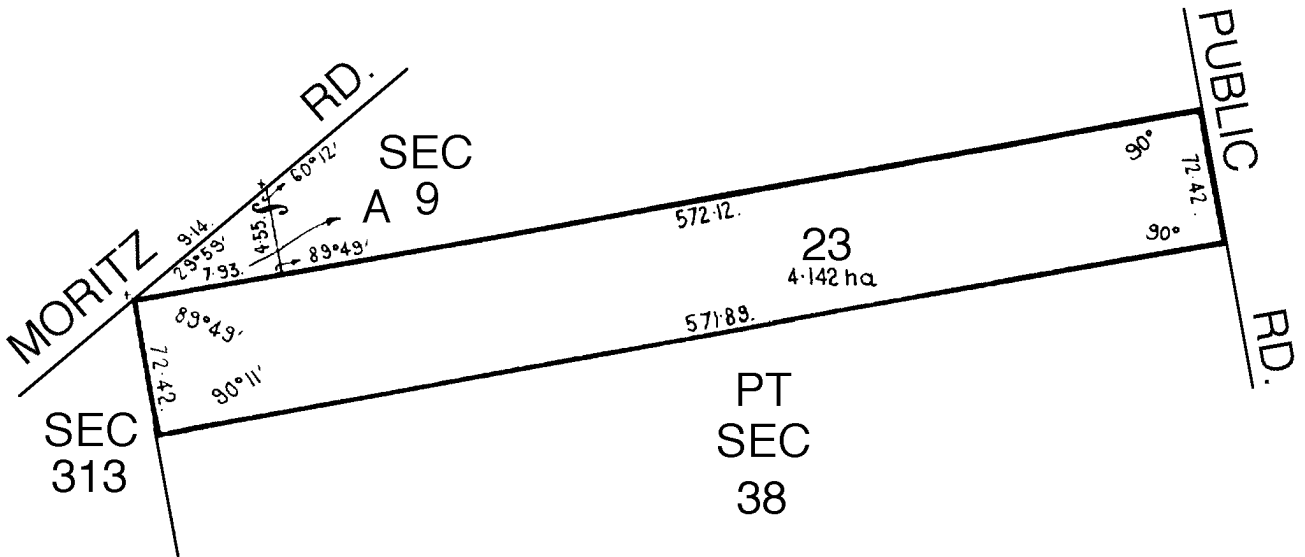
Schedule of Dealings

Dealing Number	Description
13678152	MORTGAGE TO AUSTRALIA & NEW ZEALAND BANKING GROUP LTD. (ACN: 005 357 522)

Notations

Dealings Affecting Title	NIL
Priority Notices	NIL
Notations on Plan	NIL
Registrar-General's Notes	NIL
Administrative Interests	NIL

THIS PLAN IS SCANNED FOR CERTIFICATE OF TITLE 4053/823
SEE TITLE TEXT FOR EASEMENT DETAILS



NOTE: SUBJECT TO ALL LAWFULLY EXISTING PLANS OF DIVISION

Certificate of Title

Title Reference CT 5805/241
Status CURRENT
Easement YES
Owner Number 13796597
Address for Notices 42 DESLANDES ST ETHELTON, SA 5015
Area 4.140ha (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

RUTH BANKS
TIMOTHY WALTER BANKS
OF 42 DESLANDES STREET ETHELTON SA 5015
AS JOINT TENANTS

Description of Land

ALLOTMENT 23 FILED PLAN 151625
IN THE AREA NAMED KANGARILLA
HUNDRED OF WILLUNGA

Last Sale Details

Dealing Reference TRANSFER (T) 13678151
Dealing Date 10/12/2021
Sale Price \$760,000
Sale Type FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
MORTGAGE	13678152	AUSTRALIA & NEW ZEALAND BANKING GROUP LTD. (ACN: 005 357 522)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
1480447008	CURRENT	123 MORITZ ROAD, KANGARILLA, SA 5157

Notations

Dealings Affecting Title

NIL

Notations on Plan

NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	1480447008
Type	Site & Capital Value
Date of Valuation	01/01/2025
Status	CURRENT
Operative From	01/07/1976
Property Location	123 MORITZ ROAD, KANGARILLA, SA 5157
Local Government	ONKAPARINGA
Owner Names	TIMOTHY WALTER BANKS RUTH BANKS
Owner Number	13796597
Address for Notices	42 DESLANDES ST ETHELTON, SA 5015
Zone / Subzone	RU - Rural
Water Available	No
Sewer Available	No
Land Use	1912 - Rural Residential House (House Without Primary Production)
Description	4H SHED
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
F151625 ALLOTMENT 23	CT 5805/241

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$800,000	\$1,025,000			

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Previous	\$760,000	\$960,000			

Building Details

Valuation Number	1480447008
Building Style	Conventional
Year Built	1985
Building Condition	Good
Wall Construction	Cement Sheet; Weatherbrd; Log
Roof Construction	Galvanised Iron
Equivalent Main Area	98 sqm
Number of Main Rooms	4

Note – this information is not guaranteed by the Government of South Australia

For your information:

Section 187 certificate update request free of charge (One Update):

Penalties and interest, property charges, payments or dishonoured payments can impact account balances daily.

To assist with financial adjustments as close as practicable to the date of settlement, your Section 187 certificate will now be valid for 90 days. Within this period we will offer one update request without charge. This update is to be obtained via the online portal.

It is important to note all searches advise when fines/interest will be applied. When receiving your update search, should it be evident that further penalties will be applied prior to settlement, you will need to still consider these additional amounts as part of your settlement statement calculations.

Please Note: The above 90 day extension is applicable only to Section 187 certificates. Section 7 certificates still remain valid for a 30 day period only.

BPAY biller code added to searches to enable electronic settlement of funds

Our BPAY biller code is now detailed on each search, enabling settlement funds to be disbursed to us electronically. Please note that this is our preferred method payment and we request that you cease the use of cheques to affect settlement.

How to advise us of change of ownership?

To also assist with the reduction of duplication of information being received from various agencies i.e. conveyancers and the Lands Titles Office (LTO), we are advocating that the Purchaser's Conveyancer to advise the change of ownership by following the below:

If you are using e-conveyancing to affect a sale, please only issue advice to us if the mail service address is different to what was lodged via the transfer at the LTO. We update ownership details including the mailing address in accordance with the advice provided by the Valuer General. We have amended this change to align with SA Water practices and to provide an improved customer experience overall.

If lodging in person at the LTO – Please send the change of ownership advice to us via mail@onkaparinga.sa.gov.au.

Electronic settlement of funds is still preferred.

LOCAL GOVERNMENT RATES SEARCH

TO: Form 1 On Frome
147 Frome St
ADELAIDE SA 5000

17 October 2025

DETAILS OF PROPERTY REFERRED TO:

Property ID : 642
 Valuer General No : 1480447008
 Valuation : \$1,025,000.00
 Owner : Mr Timothy Walker Banks & Ms Ruth Banks
 Property Address : 123 Moritz Road KANGARILLA SA 5157
 Volume/Folio : CT-5805/241
 Lot/Plan No : Allotment 23 Sec 38 FP 151625
 Ward : 06 Southern Vales Ward

Pursuant to Section 187 of the Local Government Act 1999, I certify that the following amounts are due and payable in respect of and are a charge against the above property.

Opening balance (as of 30 Jun 2025) including rates, fines and interest,
and/or Block Clearing Charges \$0.00

Postponed Amount in Arrears \$0.00

Rates for the current 2025-2026 Financial Year applicable from 01 July 2025:

Total Rates Levied 2025-2026 \$2,573.17

Less Council Rebate. The Council Rebate ceases on sale and a pro-rata
calculation will apply to the date of sale \$0.00

Fines and interest charged in the current financial year (2% fine when rates first
become overdue and interest applied per month thereafter at LGA-prescribed rate) \$0.00

Postponed Interest \$0.00

Less paid current financial year -\$644.17

Overpayment \$0.00

Legal Fees (current) \$0.00

Legal Fees (arrears) \$0.00

Refunds, Rates Remitted, Small Balance Adjustments or Rate Capping
Rebate \$0.00

Balance - rates and other monies due and payable \$1,929.00

Property Related Debts \$0.00

BPAY Biller Code: 421503 TOTAL BALANCE \$1,929.00
Ref: 1539930006427

AUTHORISED OFFICER
Kate Vonow

This statement is made the 17 October 2025

IMPORTANT INFORMATION REGARDING SEARCHES

Form 1 On Frome
147 Frome St
ADELAIDE SA 5000

Attention Conveyancers

○ **Section 187 certificate update request free of charge (One Update):**

- Penalties and interest, property charges, payments or dishonoured payments can impact account balances on a daily basis.

To assist with financial adjustments as close as practicable to the date of settlement, your **Section 187 certificate will now be valid for 90 days**. Within this period Council will offer one update request without charge. This update is to be obtained via the online portal.

It is important to note all searches advise when fines/interest will be applied. When receiving your update search, should it be evident that further penalties will be applied prior to settlement, you will need to still consider these additional amounts as part of your settlement statement calculations.

Please Note: Section 7 certificates remain valid for a 30 day period only.

○ **BPAY biller code added to searches to enable electronic settlement of funds**

- Our BPAY biller code is now detailed on each search, enabling settlement funds to be disbursed to Council electronically. Please note that this is Council's preferred method payment and we request that you cease the use of cheques to affect settlement.

○ **How to advise Council of change of ownership?**

To also assist with the reduction of duplication of information being received from various agencies i.e. conveyancers and the Lands Titles Office, we are advocating that the **Purchaser's Conveyancer** to advise the change of ownership by following the below:

- If you are using e-conveyancing to affect a sale, please **only issue advice to Council if the mail service address is different to what was lodged via the transfer at the LTO**. Council's new practice is to update ownership details including the mailing address in accordance with the advice provided by the Valuer General. Council has amended this change to align with SA Water practices and to provide an improved customer experience overall.
- If lodging in person at Lands Title Office – Please send the change of ownership advice to Council via mail@onkaparinga.sa.gov.au. Electronic settlement of funds is still preferred.

Yours sincerely

City Of Onkaparinga

Telephone (08) 8384 0666

Property Information And Particulars

In response to an enquiry pursuant to Section 7 of the

The Land & Business (Sale & Conveyancing) Act, 1994

TO: Form 1 On Frome
147 Frome St
ADELAIDE SA 5000

DETAILS OF PROPERTY REFERRED TO:

ASSESSMENT NO	:	229
VALUER GENERAL NO	:	1480447008
VALUATION	:	\$1,025,000.00
OWNER	:	Mr Timothy Walker Banks & Ms Ruth Banks
PROPERTY ADDRESS	:	123 Moritz Road KANGARILLA SA 5157
VOLUME/FOLIO	:	CT-5805/241
LOT/PLAN NUMBER	:	Allotment 23 Sec 38 FP 151625
WARD	:	06 Southern Vales Ward

Listed hereafter are the *MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES* in alphabetical order of *SCHEDULE 2*, Division 1 to which Council must respond according to *TABLE 1* of the *REGULATIONS UNDER THE LAND AND BUSINESS (SALE AND CONVEYANCING) ACT 1994*.

In addition, Building Indemnity Insurance details are given, if applicable, pursuant to *SCHEDULE 2*, Division 2 to which Council must respond according to *TABLE 2* of the *REGULATIONS UNDER THE LAND AND BUSINESS (SALE AND CONVEYANCING) ACT 1994*.

The information provided indicates whether any prescribed encumbrances exist on the land, which has been placed/imposed by, or is for the benefit of Council.

All of the prescribed encumbrances listed herein are answered solely in respect to a statutory function or registered interest of the Council, and do not infer any response to an enquiry on behalf of other persons or authorities.

Where a prescribed encumbrance requires a dual response, as described by *TABLE 1*, of *SCHEDULE 2*, of the *REGULATIONS UNDER THE LAND AND BUSINESS (SALE AND CONVEYANCING) ACT, 1994*, the enquirer should also refer a like enquiry to the Department for Transport Energy and Infrastructure.

Pursuant to the provisions of the *REGULATIONS UNDER THE LAND AND BUSINESS (SALES AND CONVEYANCING) ACT, 1994*, Council hereby provides the following information in response to your enquiries:

INFORMATION NOTE

CHANGES TO PLANNING POLICY AFFECTING LAND IN COUNCIL'S AREA

The information provided in this note is additional to, and not in substitution of, any information provided in response to your request for statutory search information. The response to your request, provided with this note, does not reference changes to planning policy affecting all South Australian Councils.

Development Act 1993 (repealed)

Section 42

Condition (that continues to apply) of a development authorisation NO

Planning Act 1982 (repealed)

Condition (that continues to apply) of a development authorisation NO

Building Act 1971 (repealed)

Condition (that continues to apply) of a development authorisation NO

Planning and Development Act 1966 (repealed)

Condition (that continues to apply) of a development authorisation NO

Planning, Development and Infrastructure Act 2016

Part 5 – Planning and Design Code

Zones

Rural (Ru)

Subzones

NO

Zoning overlays

Overlays

Character Preservation District (Not In Township)

The Character Preservation District Overlay seeks to recognise, protect and enhance the special character of Character Preservation Districts.

Hazards (Bushfire - High Risk) (High)

The Hazards (Bushfire - High Risk) Overlay seeks to ensure development responds to the high level of bushfire risk by siting and designing buildings to mitigate threat and impact of bushfires on life and property, facilitating access for emergency service vehicles and siting activities that increase the number of people living and working in the area away from areas of unacceptable bushfire risk.

Hazards (Flooding - Evidence Required)

The Hazards (Flooding - Evidence Required) Overlay adopts a precautionary approach to mitigate potential impacts of potential flood risk through appropriate siting and design of development.

Limited Land Division

The Limited Land Division Overlay seeks to limit fragmentation of land to avoid undermining primary production.

Native Vegetation

The Native Vegetation Overlay seeks to protect, retain and restore areas of native vegetation.

Prescribed Water Resources Area

The Prescribed Water Resources Area Overlay seeks to ensure the sustainable use of water in prescribed water resource areas.

Prescribed Wells Area

The Prescribed Wells Area Overlay seeks to ensure sustainable water use in prescribed wells areas.

Regulated and Significant Tree

The Regulated and Significant Tree Overlay seeks to mitigate the loss of regulated trees through appropriate development and redevelopment.

Water Resources

The Water Resources Overlay seeks to protect the quality of surface waters in South Australia.

Is the land situated in a designated State Heritage Place/Area? NO

Is the land designated as a Local Heritage Place? NO

Open the SA Heritage Places Database Search tool to find the locations' Heritage Place Details.

<http://maps.sa.gov.au/heritagesearch/HeritageSearchLocation.aspx>

Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land?

Council does not have trees listed in Part 10 - Significant Trees of the Planning and Design Code. However, there may be regulated or significant tree(s) on the site as defined by the Planning and Code that would require approval for maintenance pruning or removal.

Open the Online Planning and Design Code to browse the full Code and Part 10 - Significant Trees for more information. <https://code.plan.sa.gov.au/>

Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?

The Property Interest Report available through [Land Services SA](#) provides information necessary for Conveyancers to complete the Vendor's Statement.

Note - For further information about the Planning and Design Code visit <https://code.plan.sa.gov.au>

Section 127

Condition (that continues to apply) of a development authorisation NO

Part 2—Items to be included if land affected

Development Act 1993 (repealed)

Section 50(1)

Requirement to vest land in council to be held as open space NO

Section 50(2)

Agreement to vest land in council to be held as open space NO

Section 55

Order to remove or perform work NO

Section 56

Notice to complete development NO

Section 57

Land management agreement NO

<i>Section 69</i> Emergency order	NO
<i>Section 71 (only)</i> Fire safety notice	NO
<i>Section 84</i> Enforcement notice	NO
<i>Section 85(6), 85(10) or 106</i> Enforcement Order	NO
<i>Part 11 Division 2</i> Proceedings	NO
 Fire and Emergency Services Act 2005	
<i>Section 105F (or section 56 or 83 (repealed))</i> Notice	NO
<i>Section 56 (repealed)</i> Notice issued	NO
 Food Act 2001	
<i>Section 44</i> Improvement notice <u>issued against the land</u>	NO
<i>Section 46</i> Prohibition order	NO
 Housing Improvement Act 1940 (repealed)	
<i>Section 23</i> Declaration that house is undesirable or unfit for human habitation	NO
 Land Acquisition Act 1969	
<i>Section 10</i> Notice of intention to acquire	NO
 Local Government Act 1934 (repealed)	
<i>Notice, order, declaration, charge, claim or demand given or made under the Act</i>	NO
 Local Government Act 1999	
<i>Notice, order, declaration, charge, claim or demand given or made under the Act</i>	NO
Refer to separate attachment for Rates and Charges	

Local Nuisance and Litter Control Act 2016

Section 30

Nuisance or litter abatement notice *issued against the land* NO

Planning, Development and Infrastructure Act 2016

Section 139

Notice of proposed work and notice may require access NO

Section 140

Notice requesting access NO

Section 141

Order to remove or perform work NO

Section 142

Notice to complete development NO

Section 155

Emergency order NO

Section 157

Fire safety notice NO

Section 192 or 193

Land Management Agreements NO

Section 198(1)

Requirement to vest land in a council or the Crown to be held as open space NO

Section 198(2)

Agreement to vest land in a council or the Crown to be held as open space NO

Part 16 - Division 1

Proceedings NO

Section 213

Enforcement notice NO

Section 214(6), 214(10) or 222

Enforcement order NO

Public and Environmental Health Act 1987 (repealed)

Part 3

Notice NO

Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) revoked

Part 2 – Condition (that continues to apply) of an approval NO

An onsite wastewater system likely exists on this property, however, the Council does not have records relating to the type, size or condition of any onsite wastewater system on the property. Further information

regarding the requirements for the disposal of wastewater by an onsite wastewater system can be obtained from the Council's Environmental Health section on 8384 0666.

Public and Environmental Health (Waste Control) Regulations 2010 revoked
Regulation 19 - Maintenance order (that has not been complied with) NO

South Australian Public Health Act 2011

Section 92
Notice NO

South Australian Public Health (Wastewater) Regulations 2013
Part 4 – Condition (that continues to apply) of an approval NO

Particulars of building indemnity insurance NO
Details of Building Indemnity Insurance still in existence for building work on the land

Particulars relating to environment protection

Further information held by council
Does the council hold details of any development approvals relating to: NO
(a) commercial or industrial activity at the land; or
(b) a change in the use of the land or part of the land (within the meaning of the *Development Act 1993*) or the *Planning, Development and Infrastructure Act 2016*?

Note –

The question relates to information that the council for the area in which the land is situated may hold. If the council answers “YES” to the question, it will provide a description of the nature of each development approved in respect of the land. The purchaser may then obtain further details from council (on payment of any fee fixed by the council). However, it is expected that the ability to supply further details will vary considerably between councils.

A “YES” answer to paragraph (a) of the question may indicate that a potentially contaminating activity has taken place at the land (see sections 103C and 103H of the Environment Protection Act 1993) and that assessments or remediation of the land may be required at some future time.

It should be noted that –

- the approval of development by a council does not necessarily mean that the development has taken place;
- the council will not necessarily be able to provide a complete history of all such development that has taken place at the land.

General

Easement NO
Does a Council drainage easement exist? – Refer to Certificate of Title of subdivision plans (ie Deposited Plans, Community Plans, File Plans etc) for details of easements in the interests of other State Departments or Agencies).

Are you aware of any encroachment on the Council easement? NO

Lease, agreement for lease, tenancy agreement or licence
(The information does not include the information about sublease or subtenancy. The purchaser may seek that information from the lessee or tenant or sublessee or subtenant.) NO

Caveat

NO

Other

Charge for any kind affecting the land (not included in another item)

NO

PLEASE NOTE:

The information provided is as required by The Land and Business (Sale and Conveyancing) Act 1994. The information should not be taken as a representation as to whether or not any other charges or encumbrances affect the subject land.

This statement is made the 17 October 2025

Thomas Caiapich
Project Officer – Development Support
AUTHORISED OFFICER

South Australian Water Corporation

Name: T W & R BANKS Water & Sewer Account Acct. No.: 14 80447 00 8 Amount: _____

Address:
123 MORITZ RD KANGARILLA

Payment Options

EFT

EFT Payment

Bank account name: SA Water Collection Account
BSB number: 065000
Bank account number: 10622859
Payment reference: 1480447008



Bill code: 8888
Ref: 1480447008

Telephone and Internet Banking — BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More information at bpay.com.au



Paying online

Pay online at www.sawater.com.au/paynow for a range of options. Have your account number and credit card details to hand.



Paying by phone

Call 1300 650 870 and pay by phone using your Visa/Mastercard 24/7.

SA Water account number: 1480447008



ABN 19 040 349 865
Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

The details shown are current as at the date of issue.

PIR Reference No: 2721616

FORM 1 ON FROME
L1/147 FROME ST
ADELAIDE SA 5000

DATE OF ISSUE

17/10/2025

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NUMBER	OWNERSHIP NAME			
13796597	T W & R BANKS			
PROPERTY DESCRIPTION				
123 MORITZ RD / KANGARILLA SA 5157 / LT 23				
ASSESSMENT NUMBER	TITLE REF. <small>(A "+" indicates multiple titles)</small>	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
1480447008	CT 5805/241	\$1,025,000.00	R4 1.000	RE 0.400
LEVY DETAILS:				
	FIXED CHARGE	\$	50.00	
	+ VARIABLE CHARGE	\$	346.85	
	- REMISSION	\$	208.70	
	- CONCESSION	\$	0.00	
	+ ARREARS / - PAYMENTS	\$	-188.15	
	= AMOUNT PAYABLE	\$	0.00	
FINANCIAL YEAR				
2025-2026				

Please Note: If a concession amount is shown, the validity of the concession should be checked prior to payment of any outstanding levy amount. The expiry date displayed on this Certificate is the last day an update of this Certificate will be issued free of charge. **It is not the due date for payment.**

EXPIRY DATE 15/01/2026



Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

OFFICIAL: Sensitive

Please Note:

Please check that the property details shown on this Certificate are correct for the land being sold.

The amount payable on this Certificate is accurate as at the date of issue.

This Certificate is only valid for the financial year shown.

If the change of ownership will occur in the following financial year, you must obtain another Certificate after 30 June.

Payment should be made as part of the settlement process.

The amount payable on this Certificate must be paid in full even if only a portion of the subject land is being sold. RevenueSA cannot apportion the ESL.

If the amount payable is not paid in full, the purchaser may become liable for all of the outstanding ESL as at the date of settlement.

The owner of the land as at 12:01am on 1 July in the financial year of this Certificate will remain liable for any additional ESL accrued before the date of this Certificate, even if the amount payable on this Certificate has been paid.




Provision of this Certificate does not relieve the land owner of their responsibility to pay their Notice of ESL Assessment by the due date.

If the owner of the subject land is receiving an ESL pensioner concession but was not living in the property as their principal place of residence as at 12:01am on 1 July of the current financial year, or is now deceased, you must contact RevenueSA prior to settlement.

For more information:

Visit: www.revenuesa.sa.gov.au
Email: contactus@revenuesa.sa.gov.au
Phone: (08) 8372 7534

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Billers Code: 456285 Ref: 7009777918</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au © Registered to BPAY Pty Ltd ABN 69 079 137 518</p>	 <p>To pay via the internet go to: www.revenuesaonline.sa.gov.au</p>	 <p>Send your cheque or money order, made payable to the Community Emergency Services Fund, along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
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ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.



RevenueSA

DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 865
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

This form is a statement of land tax payable pursuant to Section 23 of the *Land Tax Act 1936*. The details shown are current as at the date of issue.

PIR Reference No: 2721616

DATE OF ISSUE

17/10/2025

FORM 1 ON FROME
L1/147 FROME ST
ADELAIDE SA 5000

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NAME

T W & R BANKS

FINANCIAL YEAR

2025-2026

PROPERTY DESCRIPTION

123 MORITZ RD / KANGARILLA SA 5157 / LT 23

ASSESSMENT NUMBER

1480447008

TITLE REF.

(A "+" indicates multiple titles)

CT 5805/241

TAXABLE SITE VALUE

\$800,000.00

AREA

4.1400 HA

DETAILS OF THE LAND TAX PAYABLE FOR THE ABOVE PARCEL OF LAND:

CURRENT TAX	\$	0.00	SINGLE HOLDING	\$	0.00
- DEDUCTIONS	\$	0.00			
+ ARREARS	\$	0.00			
- PAYMENTS	\$	0.00			
= AMOUNT PAYABLE	\$	0.00			

Please Note:

If the Current Tax details above indicate a Nil amount, the property may be subject to an Exemption. This exemption should be validated prior to settlement. In order to ensure indemnity for the purchaser of this land, full payment of the amount payable is required:

ON OR BEFORE

15/01/2026



**Government of
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



RevenueSA

DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

Please check that the property details shown on this Certificate are correct for the land being sold.

This Certificate is only valid for the financial year shown.

If the change of ownership will occur in the following financial year, you must obtain another Certificate after 30 June.

Payment should be made as part of the settlement process.

The amount payable on this Certificate must be paid in full even if only a portion of the subject land is being sold. RevenueSA cannot apportion the land tax.

If the amount payable is not paid in full on or before the due date shown on this Certificate, the purchaser will not be released from liability of the whole amount of the land tax outstanding as at the date of settlement.

The owner of the land as at midnight on 30 June immediately before the financial year of this Certificate will remain liable for any additional land tax accrued before the date of this Certificate, even if the amount payable on this Certificate has been paid.

The amount payable on this Certificate is the land tax payable at the date of issue. However, land tax for a particular financial year may be reassessed at any time, changing the amount payable.

Should a reassessment occur after this Certificate has been paid in full, the purchaser will remain indemnified and will not be responsible for payment of the new land tax payable amount. The owner at the beginning of the relevant financial year will be responsible for payment of any additional land tax payable.

Should a reassessment occur after this Certificate has been issued but not paid in full, the purchaser will not be indemnified and may become responsible for payment of the new land tax payable amount.




Should a reassessment occur after this Certificate has been paid in full and the Certificate is subsequently updated, the purchaser will not be indemnified and may become responsible for payment of the new land tax payable amount.

Provision of this Certificate does not relieve the land owner of their responsibility to pay their Notice of Land Tax Assessment by the due date.

For more information:

Visit: www.revenuesa.sa.gov.au
Email: contactus@revenuesa.sa.gov.au
Phone: (08) 8372 7534

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Billers Code: 456293 Ref: 7009777827</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au © Registered to BPAY Pty Ltd ABN 69 079 137 518</p>	 <p>To pay via the internet go to: www.revenuesaonline.sa.gov.au</p>	 <p>Send your cheque or money order, made payable to the Commissioner of State Taxation, along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
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ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.

Form R3

Buyers information notice

Land and Business (Sale and Conveyancing) Act 1994 section 13A

Land and Business (Sale and Conveyancing) Regulations 2010 regulation 17

Before you buy a home there are a number of things that you should investigate and consider. Though it may not be obvious at the time, there could be matters that may affect your enjoyment of the property, the safety of people on the property or the value of the property.

The following questions may help you to identify if a property is appropriate to purchase. In many cases the questions relate to a variety of laws and standards. These laws and standards change over time, so it is important to seek the most up to date information. Various government agencies can provide up to date and relevant information on many of these questions. To find out more, Consumer and Business Services recommends that you check the website: www.cbs.sa.gov.au

Consider having a professional building inspection done before proceeding with a purchase. A building inspection will help you answer some of the questions below.

The questions have been categorised under the headings **Safety**, **Enjoyment** and **Value**, but all of the issues are relevant to each heading.

Safety

- Is there **asbestos** in any of the buildings or elsewhere on the property eg sheds and fences?
- Does the property have any significant **defects** eg **cracking** or **salt damp**? Have the wet areas been waterproofed?
- Is the property in a **bushfire** prone area?
- Are the **electrical wiring, gas installation, plumbing and appliances** in good working order and in good condition? Is a **safety switch** (RCD) installed? Is it working?
- Are there any prohibited **gas appliances** in bedrooms or bathrooms?
- Are **smoke alarms** installed in the house? If so, are they hardwired? Are they in good working order and in good condition? Are they compliant?
- Is there a **swimming pool and/or spa pool** installed on the property? Are there any safety barriers or fences in place? Do they conform to current standards?
- Does the property have any **termite** or other pest infestations? Is there a current preventive termite treatment program in place? Was the property treated at some stage with persistent organochlorins (now banned) or other **toxic** termiticides?
- Has fill been used on the site? Is the soil contaminated by **chemical residues** or waste?
- Does the property use **cooling towers** or manufactured warm water systems? If so, what are the maintenance requirements?

Enjoyment

- Does the property have any **stormwater** problems?
- Is the property in a **flood prone** area? Is the property prone to coastal flooding?
- Does the property have an on-site **wastewater treatment facility** such as a septic tank installed? If so, what are the maintenance requirements? Is it compliant?
- Is a **sewer mains connection** available?
- Are all gutters, downpipes and stormwater systems in good working order and in good condition?
- Is the property near **power lines**? Are there any trees on the property near power lines? Are you considering planting any trees? Do all structures and trees maintain the required clearance from any power lines?
- Are there any **significant** trees on the property?
- Is this property a unit on **strata or community title**? What could this mean for you? Is this property on strata or community title? Do you understand the restrictions of use and the financial obligations of ownership? Will you have to pay a previous owner's debt or the cost of planned improvements?
- Is the property close to a hotel, restaurant or other venue with entertainment consent for live music? Is the property close to any industrial or commercial activity, a busy road or airport etc that may result in the generation of **noise** or the **emission of materials or odours** into the air?
- What appliances, equipment and fittings are included in the sale of the property?
- Is there sufficient car parking space available to the property?

Value

- Are there any **illegal or unapproved additions**, extensions or alterations to the buildings on the property?
- How **energy efficient** is the home, including appliances and lighting? What **energy sources** (eg electricity, gas) are available?
- Is the property connected to SA Water operated and maintained **mains water**? Is a mains water connection available? Does the property have a **recycled water** connection? What sort of water meter is located on the property (a **direct or indirect meter** – an indirect meter can be located some distance from the property)? Is the property connected to a water meter that is also serving another property?
- Are there water taps outside the building? Is there a watering system installed? Are they in good working order and in good condition?
- Does the property have **alternative sources** of water other than mains water supply (including **bore or rainwater**)? If so, are there any special maintenance requirements?

For more information on these matters visit: www.cbs.sa.gov.au

Disclaimer: There may be other issues relevant to the purchase of real estate. If you are unable to ascertain enough information about the questions raised in this form and any other concerns you may have we strongly recommend you obtain independent advice through a building inspection, a lawyer, and a financial adviser.

IMPORTANT NOTICE
SMOKE ALARM LEGISLATION

Legislation relating to smoke alarms came into force on the 1st day of February 1998.

- If the home you are purchasing was built on or after the 1st of January 1995, then it should already have an operational mains powered smoke alarm installed. If not, it is the responsibility of the vendor to install it prior to settlement at the vendor's cost.
- If the home was built prior to the 1st of January 1995, but purchased by the vendor on or after 1st February 1998, then it should already have either an operational mains powered smoke alarm installed, or one powered by 10 year life, non-replaceable, non-removeable permanently connected batteries. Again, it is the responsibility of the vendor to install such an alarm prior to settlement, and at the vendor's cost.
- In all other cases, the home you are buying must have at least, a battery operated smoke alarm which you are required to upgrade to mains power (or an alarm fitted with 10 year life, non-replaceable, non-removeable permanently connected batteries) within six months of the date of purchase. It is recommended that at least one smoke alarm be installed on each floor of a multi storey dwelling.

The smoke alarms must be installed by a licensed electrician and must comply with the Australian Standard. A maximum penalty of \$750.00 for a breach of the legislation applies.

Besides this penalty, there is also a risk that damage caused by fire to a dwelling, which does not have a smoke alarm installed as required under the legislation, may not be covered by insurance.
