Form 1—Vendor's statement

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

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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.

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Part A—Parties and land

1 Purchaser: TAKUMI TAKAHASHI AND/OR NOMINEE(S)
Address: 14/426 TORRENS ROAD KILKENNY SA 5009

2 Purchaser's registered agent: NOT APPLICABLE
Address:

3 Vendor: SOTIROPOULOS NOMINEES PTY. LTD. (ACN: 008 039 718) (IN LIQUIDATION
Address: 7 CRESCENT AVENUE PANORAMA SA 5041

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: 124 HAHN ROAD SELLICKS HILL SA 5174 BEING THE WHOLE OF THE LAND COMPRISED IN CERTIFICATE OF TITLE REGISTER BOOK VOLUME 5401 FOLIO 510 BEING ALLOTMENT 357 DEPOSITED PLAN 46792 IN THE AREA NAMED SELLICKS HILL 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.

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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:
c/- 210 GREENHILL ROAD EASTWOOD SA 5063
(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
(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.

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Part C—Statement with respect to required particulars

(section 7(1))

To the purchaser:
We, SOTIROPOULOS NOMINEES PTY. LTD. (ACN: 008 039 718) (IN LIQUIDATION), of 7 CRESCENT AVENUE PANORAMA SA 5041 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:

13 / 11 / 2025

Signed: .....
SIMON RICHARD MILLER BEING APPOINTED LIQUIDATOR

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

(section 9)

To the purchaser:
I, MELANIE SUSAN WOMERSLEY 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: THE PROPERTY IS CURRENTLY ASSESSED WITH CT 5401/511 AND THEREFORE THE SEARCHES ARE FOR THE LAND BEING LOT 357 AND 358 COMBINED – HOWEVER THE FORM 1 IS FOR THE LAND BEING CT 5401/510 LOT 357 ONLY. PURSUANT TO THE TERMS OF THE CONTRACT THE VENDOR GRANTS PURCHASER 44ML OF RECYCLED WATER FROM WILLUNGA BASIN WATER COMPANY PTY LTD. ANY TRANSFER/CONNECTION COSTS TO BE AT PURCHASER'S EXPENSE.

Date: 11/11/25

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

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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.

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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

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

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1.3	Restrictive covenant NOT APPLICABLE	*Is this item applicable?* *Will this be discharged or satisfied prior to or at settlement?* *Are there attachments?* Nature of restrictive covenant: Name of person in whose favour restrictive covenant operates: Does the restrictive covenant affect the whole of the land being acquired? If NO, give details: Does the restrictive covenant affect land other than that being acquired?	
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	*Is this item applicable?* *Will this be discharged or satisfied prior to or at settlement?* *Are there attachments?* Names of parties: Period of lease, agreement for lease etc: Amount of rent or licence fee: Is the lease, agreement for lease etc in writing? If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify— (a) the Act under which the lease or licence was granted: (b) the outstanding amounts due (including any interest or penalty):	
5. *Development Act 1993*			
5.1	section 42—Condition (that continues to apply) of a development authorisation	*Is this item applicable?* *Will this be discharged or satisfied prior to or at settlement?* *Are there attachments?* LOCAL GOVERNMENT (COUNCIL) SEARCH DEVELOPMENT ACT 1993 (REPEALED) SECTION 42 AND AUTHORISATIONS Condition(s) of authorisation: REFER LOCAL GOVERNMENT (COUNCIL) SEARCH DEVELOPMENT ACT 1993 (REPEALED) SECTION 42 AND AUTHORISATIONS	YES NO YES
6. Repealed Act conditions			
6.1		*Is this item applicable?* *Will this be discharged or satisfied prior to or at settlement?*	

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	Condition (that continues to apply) of an approval or authorisation granted under the *Building Act 1971* (repealed), the *City of Adelaide Development Control Act 1976* (repealed), the *Planning Act 1982* (repealed) or the *Planning and Development Act 1966 (repealed)* NOT APPLICABLE	*Are there attachments?* LOCAL GOVERNMENT (COUNCIL) SEARCH PLANNING ACT 1982 (REPEALED), BUILDING ACT 1971 (REPEALED) AND PLANNING AND DEVELOPMENT ACT 1966 (REPEALED) Nature of condition(s):	YES
7. *Emergency Services Funding Act 1998*			
7.1	section 16—Notice to pay levy	*Is this item applicable?* *Will this be discharged or satisfied prior to or at settlement?* *Are there attachments?* CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE Date of notice: 10/11/2025 Amount of levy payable: $910.38	YES YES YES
18. *Landscape South Australia Act 2019*			
18.2	section 78—Notice to pay levy in respect of right to take water or taking of water *WATER LICENCE IS TO BE SOLD WITH THE LAND TO THE PURCHASER.	*Is this item applicable?* *Will this be discharged or satisfied prior to or at settlement?* *Are there attachments?* DEPARTMENT FOR ENVIRONMENT AND WATER RESPONSES DATED 07/11/2025 AND WATER LICENCE NO. WL-004603 Date of notice: 07/11/2025 Amount of levy payable: REFER DEPARTMENT FOR ENVIRONMENT AND WATER RESPONSES DATED 07/11/2025 AND WATER LICENCE NO. WL-004603	YES NO* YES
18.10	Section 135—Water resource works approval NOT APPLICABLE	*Is this item applicable?* *Will this be discharged or satisfied prior to or at settlement?* *Are there attachments?* DEPARTMENT FOR ENVIRONMENT AND WATER RESPONSES DATED 07/11/2025 AND WATER LICENCE NO. WL-004603 Details of site where works are authorised:	YES
18.11	Section 142—Site use approval NOT APPLICABLE	*Is this item applicable?* *Will this be discharged or satisfied prior to or at settlement?* *Are there attachments?* DEPARTMENT FOR ENVIRONMENT AND WATER RESPONSES DATED 07/11/2025 AND WATER LICENCE NO. WL-004603 Details of location where water use is allowed:	YES

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21. *Local Government Act 1999*			
21.1	Notice, order, declaration, charge, claim or demand given or made under the Act	*Is this item applicable?*	YES
		Will this be discharged or satisfied prior to or at settlement?	YES
		Are there attachments? LOCAL GOVERNMENT (COUNCIL) SEARCH SECTION 187	YES
		Date of notice, order etc.: 27/10/2025	
		Name of council by which, or person by whom, notice, order etc. is given or made: CITY OF ONKAPARINGA	
		Land subject thereto: 124 HAHN ROAD SELLICKS HILL SA 5174	
		Nature of requirements contained in notice, order etc.: REFER LOCAL GOVERNMENT (COUNCIL) SEARCH SECTION 187	
		Time for carrying out requirements: REFER LOCAL GOVERNMENT (COUNCIL) SEARCH SECTION 187	
		Amount payable (if any): REFER LOCAL GOVERNMENT (COUNCIL) SEARCH SECTION 187	
28. *Phylloxera and Grape Industry Act 1995*			
28.1	*section 23(1)*—Notice of contribution payable	*Is this item applicable?*	YES
		Will this be discharged or satisfied prior to or at settlement?	NO
		Are there attachments? PHYLLOXERA AND GRAPE INDUSTRY BOARD OF SOUTH AUSTRALIA VINEHEALTH AUSTRALIA RESPONSE DATED 06/08/2025	YES
		Date of notice: REFER THE PHYLLOXERA AND GRAPE INDUSTRY BOARD OF SOUTH AUSTRALIA VINEHEALTH AUSTRALIA RESPONSE DATED 06/08/2025	
		Name of person or body giving notice: REFER THE PHYLLOXERA AND GRAPE INDUSTRY BOARD OF SOUTH AUSTRALIA VINEHEALTH AUSTRALIA RESPONSE DATED 06/08/2025	
		Terms of notice: REFER THE PHYLLOXERA AND GRAPE INDUSTRY BOARD OF SOUTH AUSTRALIA VINEHEALTH AUSTRALIA RESPONSE DATED 06/08/2025	
		Amount payable (as stated in notice): REFER THE PHYLLOXERA AND GRAPE INDUSTRY BOARD OF SOUTH AUSTRALIA VINEHEALTH AUSTRALIA RESPONSE DATED 06/08/2025	
29. *Planning, Development and Infrastructure Act 2016*			
29.1	Part 5- Planning and Design Code	*Is this item applicable?*	YES
		Will this be discharged or satisfied prior to or at settlement?	NO

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		Are there attachments LOCAL GOVERNMENT (COUNCIL) SEARCH PLANNING, DEVELOPMENT PART 5 – PLANNING AND DESIGN CODE 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: NO ZONING OVERLAYS: REFER LOCAL GOVERNMENT (COUNCIL) SEARCH ZONING OVERLAYS Is there a State heritage place on the land or is the land situated in a State heritage area? NO Is the land designated as a local heritage place? NO 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? NO 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	YES
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) SEARCH SECTION 127 Date of authorisation: Name of relevant authority that granted authorisation: Condition(s) of authorisation:	YES
34. *Water Industry Act 2012*			
34.1	Notice or order under the Act requiring payment of charges or other amounts or making other requirement	*Is this item applicable?* *Will this be discharged or satisfied prior to or at settlement?* *Are there attachments?* SOUTH AUSTRALIAN WATER CORPORATION CERTIFICATE OF WATER AND SEWER CHARGES & ENCUMBRANCE INFORMATION AND EPIC PROPERTY DETAILS DATED 27/10/2025 Date of notice or order: REFER SOUTH AUSTRALIAN WATER CORPORATION CERTIFICATE OF WATER AND SEWER CHARGES & ENCUMBRANCE INFORMATION AND EPIC PROPERTY DETAILS DATED 27/10/2025 Name of person or body who served notice or order: SOUTH AUSTRALIAN WATER CORPORATION	YES YES YES

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		Amount payable (if any) as specified in the notice or order: REFER SOUTH AUSTRALIAN WATER CORPORATION CERTIFICATE OF WATER AND SEWER CHARGES & ENCUMBRANCE INFORMATION AND EPIC PROPERTY DETAILS DATED 27/10/2025 Nature of other requirement made (if any) as specified in the notice or order: REFER SOUTH AUSTRALIAN WATER CORPORATION CERTIFICATE OF WATER AND SEWER CHARGES & ENCUMBRANCE INFORMATION AND EPIC PROPERTY DETAILS DATED 27/10/2025	
36. Other Charges			
36.1	Charge of any kind affecting the land (not included in another item) * NOTE: REFER TO ATTACHED AGREEMENT. PURCHASER TO MAKE OWN ARRANGEMENTS FOR VINEYARD MANAGEMENT/ IRRIGATION. PURSUANT TO TERMS OF CONTRACT, THE VENDOR GRANTS THE PURCHASER 44ML OF RECYCLED WATER FROM WILLUNGA BASIN COMPANY PTY LTD.. ANY TRANSFER/CONNECTION COSTS TO BE AT PURCHASER'S EXPENSE.	*Is this item applicable?* *Will this be discharged or satisfied prior to or at settlement?* *Are there attachments?* AGREEMENT Person or body in whose favour charge exists: WILLUNGA BASIN WATER COMPANY PTY LTD Nature of charge: REFER AGREEMENT Amount of charge (if known): REFER AGREEMENT. *NOTE THAT ANY OUTSTANDING AMOUNT OWING BY THE VENDOR IS TO BE PAID AT SETTLEMENT.	YES NO* YES

Schedule—Division 2—Other particulars

(section 7(1)(b))

Particulars relating to court or tribunal processes

If process has issued out of any court or tribunal in relation to a claim –

(a) that is stated to affect the land or the value of which is $5 000 or more; and

(b) that presently affects (or may prospectively affect) title to, or the possession or enjoyment of, the land, the vendor must provide the following particulars:

1 Name of court or tribunal: SUPREME COURT OF SOUTH AUSTRALIA CIVIL JURISDICTION

2 Names of parties: WILLUNGA BASIN WATER CO. PTY LTD (APPLICANT) AND SOTIROPOULOS NOMINEES PTY LTD (RESPONDENT)

3 Nature of claim: ORDER OF COURT

4 Amount of claim (if applicable): REFER AMOUNT CLAIMED IN ORDER UNDER SUPREME COURT OF SOUTH AUSTRALIA CIVIL JURISDICTION

5 Amount of judgement (if applicable): REFER ORDER UNDER SUPREME COURT OF SOUTH AUSTRALIA CIVIL JURISDICTION

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6 Name of judgement creditor (if applicable): REFER ORDER UNDER SUPREME COURT OF SOUTH AUSTRALIA CIVIL JURISDICTION

Particulars relating to environment protection ☑

1—Interpretation

(1) In this and the following items (items 1 to 7 inclusive)—

domestic activity has the same meaning as in the *Environment Protection Act 1993*;

environmental assessment, in relation to land, means an assessment of the existence or nature or extent of—

(a) site contamination (within the meaning of the *Environment Protection Act 1993*) at the land; or

(b) any other contamination of the land by chemical substances,

and includes such an assessment in relation to water on or below the surface of the land;

EPA means the Environment Protection Authority established under the *Environment Protection Act 1993*;

pre-1 July 2009 site audit, in relation to land, means a review (carried out by a person recognised by the EPA as an environmental auditor) that examines environmental assessments or remediation of the land for the purposes of determining—

(a) the nature and extent of contamination of the land by chemical substances present or remaining on or below the surface of the land; and

(b) the suitability of the land for a particular use; and

(c) what remediation is or remains necessary for a particular use,

but does not include a site contamination audit (as defined below) completed on or after 1 July 2009;

pre-1 July 2009 site audit report means a detailed written report that sets out the findings of a pre-1 July 2009 site audit;

prescribed commercial or industrial activity—see item 1(2);

prescribed fee means the fee prescribed under the *Environment Protection Act 1993* for inspection of, or obtaining copies of information on, the public register;

public register means the public register kept by the EPA under section 109 of the *Environment Protection Act 1993*;

site contamination audit has the same meaning as in the *Environment Protection Act 1993*;

site contamination audit report has the same meaning as in the *Environment Protection Act 1993*.

(2) For the purposes of this and the following items (items 1 to 7 inclusive), each of the following activities (as defined in Schedule 3 clause 2 of the *Environment Protection Regulations 2009*) is a prescribed commercial or industrial activity:

abrasive blasting	acid sulphate soil generation	agricultural activities

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airports, aerodromes or aerospace industry	animal burial	animal dips or spray race facilities
animal feedlots	animal saleyards	asbestos disposal
asphalt or bitumen works	battery manufacture, recycling or disposal	breweries
brickworks	bulk shipping facilities	cement works
ceramic works	charcoal manufacture	coal handling or storage
coke works	compost or mulch production or storage	concrete batching works
curing or drying works	defence works	desalination plants
dredge spoil disposal or storage	drum reconditioning or recycling works	dry cleaning
electrical or electronics component manufacture	electrical substations	electrical transformer or capacitor works
electricity generation or power plants	explosives or pyrotechnics facilities	fertiliser manufacture
fibreglass manufacture	fill or soil importation	fire extinguisher or retardant manufacture
fire stations	fire training areas	foundry
fuel burning facilities	furniture restoration	gasworks
glass works	glazing	hat manufacture or felt processing
incineration	iron or steel works	laboratories
landfill sites	lime burner	metal coating, finishing or spray painting
metal forging	metal processing, smelting, refining or metallurgical works	mineral processing, metallurgical laboratories or mining or extractive industries
mirror manufacture	motor vehicle manufacture	motor vehicle racing or testing venues
motor vehicle repair or maintenance	motor vehicle wrecking yards	mushroom farming
oil recycling works	oil refineries	paint manufacture
pest control works	plastics manufacture works	printing works
pulp or paper works	railway operations	rubber manufacture or processing
scrap metal recovery	service stations	ship breaking
spray painting	tannery, fellmongery or hide curing	textile operations
transport depots or loading sites	tyre manufacture or retreading	vermiculture
vessel construction, repair or maintenance	waste depots	wastewater storage, treatment or disposal
water discharge to underground aquifer	wetlands or detention basins	wineries or distilleries
wood preservation works	Wool scouring or wool carbonising works	works depots (operated by councils or utilities)

2—Pollution and site contamination on the land—questions for vendor

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(1) Is the vendor aware of any of the following activities ever having taken place at the land:

(a) storage, handling or disposal of waste or fuel or other chemicals (other than in the ordinary course of domestic activities)?

(b) importation of soil or other fill from a site at which—

(i) an activity of a kind listed in paragraph (a) has taken place; or

(ii) a prescribed commercial or industrial activity (see item 1(2) above) has taken place?

YES

If YES, give details of all activities that the vendor is aware of and whether they have taken place before or after the vendor acquired an interest in the land: VENDOR ADVISES VINEYARD CHEMICALS (HERBICIDES/FUNGICIDES) HAVE BEEN USED IN THE GENERAL CARE AND MAINTENANCE OF THE VINES ON THE ON THE PROPERTY PRIOR TO AND STILL DURING THE VENDOR HAVING AN INTEREST IN THE LAND.

(2) Is the vendor aware of any prescribed commercial or industrial activities (see item 1(2) above) ever having taken place at the land?

YES

If YES, give details of all activities that the vendor is aware of and whether they have taken place before or after the vendor acquired an interest in the land: VENDOR ADVISES VINEYARD CHEMICALS (HERBICIDES/FUNGICIDES) HAVE BEEN USED IN THE GENERAL CARE AND MAINTENANCE OF THE VINES ON THE ON THE PROPERTY PRIOR TO AND STILL DURING THE VENDOR HAVING AN INTEREST IN THE LAND.

(3) Is the vendor aware of any dangerous substances ever having been kept at the land pursuant to a licence under the *Dangerous Substances Act 1979*?

NO

If YES, give details of all dangerous substances that the vendor is aware of and whether they were kept at the land before or after the vendor acquired an interest in the land:

(4) Is the vendor aware of the sale or transfer of the land or part of the land ever having occurred subject to an agreement for the exclusion or limitation of liability for site contamination to which section 103E of the *Environment Protection Act 1993* applies?

NO

If YES, give details of each sale or transfer and agreement that the vendor is aware of:

(5) Is the vendor aware of an environmental assessment of the land or part of the land ever having been carried out or commenced (whether or not completed)?

NO

If YES, give details of all environmental assessments that the vendor is aware of and whether they were carried out or commenced before or after the vendor acquired an interest in the land:

Note—

These questions relate to details about the land that may be known by the vendor. A "YES" answer to the questions at items 2(1) or 2(2) 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.

A "YES" answer to any of the questions in this item may indicate the need for the purchaser to seek further information regarding the activities, for example, from the council or the EPA.

3—Licences and exemptions recorded by EPA in public register

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Does the EPA hold any of the following details in the public register:

(a) details of a current licence issued under Part 6 of the Environment Protection Act 1993 to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?
NO

(b) details of a licence no longer in force issued under Part 6 of the Environment Protection Act 1993 to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?
NO

(c) details of a current exemption issued under Part 6 of the *Environment Protection Act 1993* from the application of a specified provision of that Act in relation to an activity carried on at the land?
NO

(d) details of an exemption no longer in force issued under Part 6 of the *Environment Protection Act 1993* from the application of a specified provision of that Act in relation to an activity carried on at the land?
NO

(e) details of a licence issued under the repealed *South Australian Waste Management Commission Act 1979* to operate a waste depot at the land?
NO

(f) details of a licence issued under the repealed *Waste Management Act 1987* to operate a waste depot at the land?
NO

(g) details of a licence issued under the repealed *South Australian Waste Management Commission Act 1979* to produce waste of a prescribed kind (within the meaning of that Act) at the land?
NO

(h) details of a licence issued under the repealed *Waste Management Act 1987* to produce prescribed waste (within the meaning of that Act) at the land?
NO

Note—

These questions relate to details about licences and exemptions required to be recorded by the EPA in the public register. If the EPA answers "YES" to any of the questions—

- in the case of a licence or exemption under the *Environment Protection Act 1993*—
  - the purchaser may obtain a copy of the licence or exemption from the public register on payment of the prescribed fee; and
  - the purchaser should note that transfer of a licence or exemption is subject to the conditions of the licence or exemption and the approval of the EPA (see section 49 of the *Environment Protection Act 1993*); and
- in the case of a licence under a repealed Act—the purchaser may obtain details about the licence from the public register on payment of the prescribed fee.

A "YES" answer to any of these questions 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.

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The EPA will not provide details about licences to conduct the following prescribed activities of environmental significance (within the meaning of Schedule 1 Part A of the *Environment Protection Act 1993*): waste transport business (category A), waste transport business (category B), dredging, earthworks drainage, any other activities referred to in Schedule 1 Part A undertaken by means of mobile works, helicopter landing facilities, marinas and boating facilities or discharges to marine or inland waters.

The EPA will not provide details about exemptions relating to—

- the conduct of any of the licensed activities in the immediately preceding paragraph in this note; or
- noise.

4—Pollution and site contamination on the land—details recorded by EPA in public register

Does the EPA hold any of the following details in the public register in relation to the land or part of the land:

(a) details of serious or material environmental harm caused or threatened in the course of an activity (whether or not notified under section 83 of the *Environment Protection Act 1993*)?
NO

(b) details of site contamination notified to the EPA under section 83A of the *Environment Protection Act 1993*?
NO

(c) a copy of a report of an environmental assessment (whether prepared by the EPA or some other person or body and whether or not required under legislation) that forms part of the information required to be recorded in the public register?
NO

(d) a copy of a site contamination audit report?
NO

(e) details of an agreement for the exclusion or limitation of liability for site contamination to which section 103E of the *Environment Protection Act 1993* applies?
NO

(f) details of an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the *Environment Protection Act 1993*?
NO

(g) details of an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the *Environment Protection Act 1993*?
NO

(h) details of a notification under section 103Z(1) of the *Environment Protection Act 1993* relating to the commencement of a site contamination audit?
NO

(i) details of a notification under section 103Z(2) of the *Environment Protection Act 1993* relating to the termination before completion of a site contamination audit?
NO

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(j) details of records, held by the former South Australian Waste Management Commission under the repealed *Waste Management Act 1987*, of waste (within the meaning of that Act) having been deposited on the land between 1 January 1983 and 30 April 1995?
NO

Note—

These questions relate to details required to be recorded by the EPA in the public register. If the EPA answers "YES" to any of the questions, the purchaser may obtain those details from the public register on payment of the prescribed fee.

5—Pollution and site contamination on the land—other details held by EPA

Does the EPA hold any of the following details in relation to the land or part of the land:

(a) a copy of a report known as a "Health Commission Report" prepared by or on behalf of the South Australian Health Commission (under the repealed *South Australian Health Commission Act 1976*)?
NO

(b) details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the *Environment Protection Act 1993*?
NO

(c) details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the *Environment Protection Act 1993*?
NO

(d) a copy of a pre-1 July 2009 site audit report?
NO

(e) details relating to the termination before completion of a pre-1 July 2009 site audit?
NO

Note—

These questions relate to details that the EPA may hold. If the EPA answers "YES" to any of the questions, the purchaser may obtain those details from the EPA (on payment of any fee fixed by the EPA).

6—Further information held by councils

Does the council hold details of any development approvals relating to—

(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*)?

NO

Note—

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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 the 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.

7—Further information for purchasers

Note—

The purchaser is advised that other matters under the *Environment Protection Act 1993* (that is, matters other than those referred to in this Statement) that may be relevant to the purchaser's further enquiries may also be recorded in the public register. These include:

- details relating to environmental authorisations such as applications, applicants, locations of activities, conditions, suspension, cancellation or surrender of authorisations, disqualifications, testing requirements and test results;
- details relating to activities undertaken on the land under licences or other environmental authorisations no longer in force;
- written warnings relating to alleged contraventions of the *Environment Protection Act 1993*;
- details of prosecutions and other enforcement action;
- details of civil proceedings;
- other details prescribed under the *Environment Protection Act 1993* (see section 109(3)(l)).

Details of these matters may be obtained from the public register on payment to the EPA of the prescribed fee.

If—

- an environment performance agreement, environment protection order, clean-up order, clean-up authorisation, site contamination assessment order or site remediation order has been registered on the certificate of title for the land; or
- a notice of declaration of special management area in relation to the land has been gazetted; or
- a notation has been made on the certificate of title for the land that a site contamination audit report has been prepared in respect of the land; or
- a notice of prohibition or restriction on taking water affected by site contamination in relation to the land has been gazetted,

it will be noted in the items under the heading *Environment Protection Act 1993* under the Table of Particulars in this Statement. Details of any registered documents may be obtained from the Lands Titles Registration Office.

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Annexures

The following documents are annexed hereto -

Property Interest Report

Copy of certificate(s) of title to the land

Local Government (Council) Search

Willunga Basin Water Company Pty Ltd Agreement

Department for Environment and Water response dated 07/11/2025 and Water Licence WL-004603

Phylloxera and Grape Industry Board of South Australia Vinehealth Australia response dated 06/08/2025

SA Water, Emergency Service Levy Searches and Land Tax Searches

Order in Supreme Court of South Australia Civil Jurisdiction

Epic Property Details Dated 27/10/2025

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)

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Property Interest Report

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

Title Reference	CT 5401/510	**Reference No.**	2699920
Registered Proprietors	SOTIROPOULOS NOMINEES PTY LTD	**Prepared**	05/08/2025 15:40
Address of Property	124 HAHN ROAD, SELLICKS HILL, SA 5174		
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 *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	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 *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Refer to the Certificate of Title
1.3	Restrictive covenant *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	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.) *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	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

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	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 *[**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
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

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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 *Building Act 1971* (repealed), the *City of Adelaide Development Control Act, 1976* (repealed), the *Planning Act 1982* (repealed) or the *Planning and Development Act 1966* (repealed) *[**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

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

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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. *Fences Act 1975*

9.1	section 5 - Notice of intention to perform fencing work	Contact the vendor for these details

10. *Fire and Emergency Services Act 2005*

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. *Food Act 2001*

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. *Ground Water (Qualco-Sunlands) Control Act 2000*

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. *Heritage Places Act 1993*

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. *Highways Act 1926*

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. *Housing Improvement Act 1940* (repealed)

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. *Housing Improvement Act 2016*

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 will respond with details relevant to this item**
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 will respond with details relevant to this item**
18.11	section 142 - Site use approval	**DEW will respond with details relevant to this item**
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

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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 an interest in this property. A response with details of the levy applicable to this property will be forwarded to you directly by 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

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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 *Livestock Act, 1997*	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 *(Dog Fence Act 1946)*	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 *(Pastoral Land Management and Conservation Act 1989)*	The Pastoral Board has no current interest in this title
10.	Heritage Branch DEW *(Heritage Places Act 1993)*	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.

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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 5401/510

Status: CURRENT

Edition: 4

Dealings

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

Priority Notices

NIL

Registrar-General's Notes

AMENDMENT TO DIAGRAM VIDE DL120/99

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REAL PROPERTY ACT, 1886
South Australia

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 5401 Folio 510

Parent Title(s) CT 5349/373

Creating Dealing(s) RTU 8207620

Title Issued 03/03/1997 **Edition** 4 **Edition Issued** 03/09/2019

Estate Type

FEE SIMPLE

Registered Proprietor

SOTIROPOULOS NOMINEES PTY. LTD. (ACN: 008 039 718)
OF 1ST FLOOR 77 SOUTH TERRACE ADELAIDE SA 5000

Description of Land

ALLOTMENT 357 DEPOSITED PLAN 46792
IN THE AREA NAMED SELLICKS HILL
HUNDRED OF WILLUNGA

Easements

NIL

Schedule of Dealings

NIL

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan NIL

Registrar-General's Notes

AMENDMENT TO DIAGRAM VIDE DL120/99

Administrative Interests NIL

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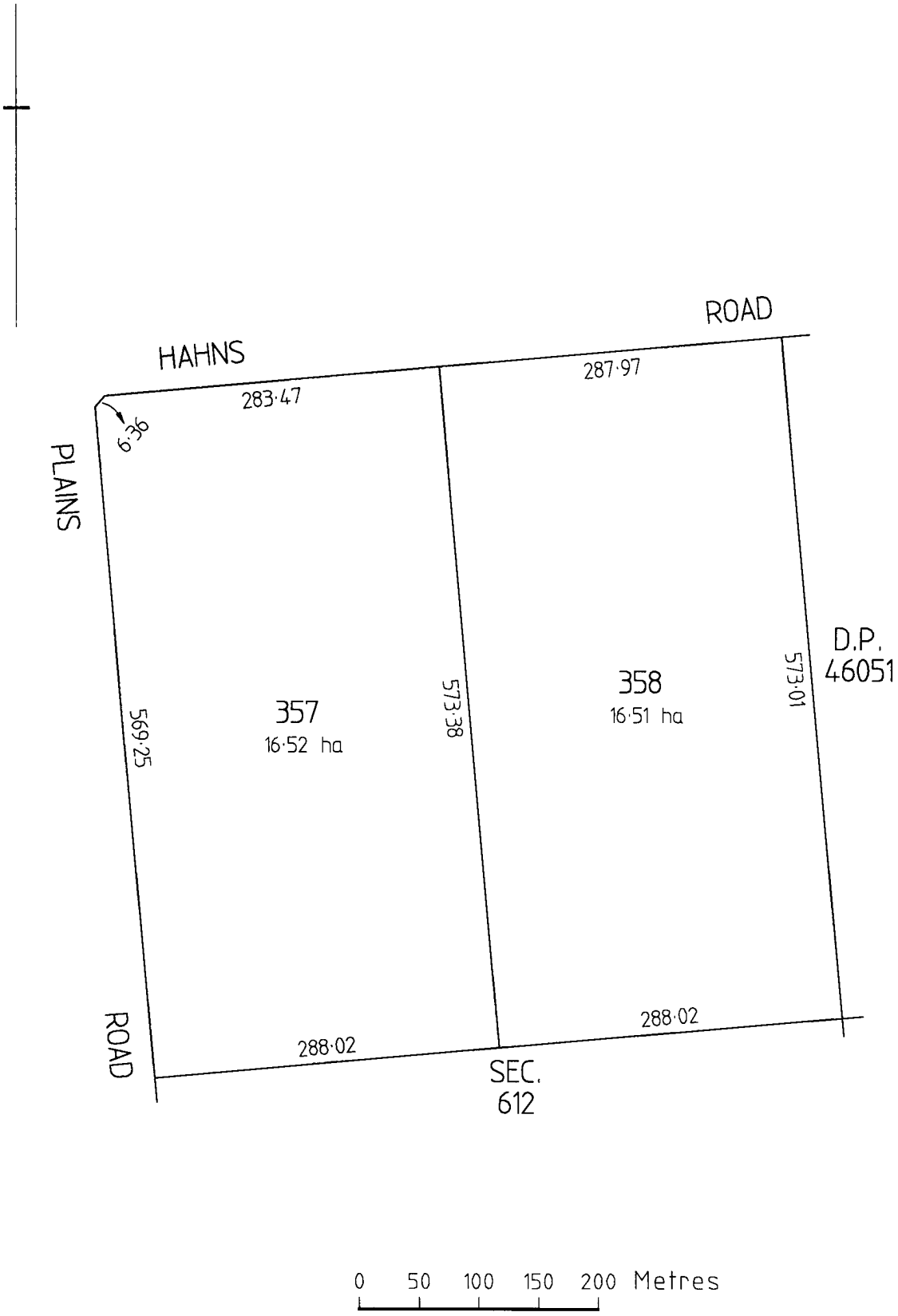

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Certificate of Title

Title Reference	CT 5401/510
Status	CURRENT
Easement	NO
Owner Number	7027957*
Address for Notices	7 CRESCENT AVE PANORAMA 5041
Area	16.52ha (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

SOTIROPOULOS NOMINEES PTY. LTD. (ACN: 008 039 718)
OF 1ST FLOOR 77 SOUTH TERRACE ADELAIDE SA 5000

Description of Land

ALLOTMENT 357 DEPOSITED PLAN 46792
IN THE AREA NAMED SELLICKS HILL
HUNDRED OF WILLUNGA

Last Sale Details

Dealing Reference	TRANSFER (T) 8276577
Dealing Date	10/04/1997
Sale Price	$260,000
Sale Type	TRANSFER OF A PARTIAL INTEREST OR AN INTEREST IN MULTIPLE TITLES

Constraints

Encumbrances

NIL

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
1386400254	CURRENT	124 HAHN ROAD, SELLICKS HILL, SA 5174

Notations

Dealings Affecting Title

NIL

Notations on Plan

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NIL

Registrar-General's Notes

AMENDMENT TO DIAGRAM VIDE DL120/99

Administrative Interests

NIL

Valuation Record

Valuation Number	1386400254
Type	Site & Capital Value
Date of Valuation	01/01/2025
Status	CURRENT
Operative From	01/07/1997
Property Location	124 HAHN ROAD, SELLICKS HILL, SA 5174
Local Government	ONKAPARINGA
Owner Names	SOTIROPOULOS NOMINEES PTY. LTD.
Owner Number	7027957*
Address for Notices	7 CRESCENT AVE PANORAMA 5041
Zone / Subzone	RU - Rural
Water Available	Yes
Sewer Available	No
Land Use	9301 - Vines - Irrigated
Description	VINES SH TANKS
Local Government Description	Primary Production

Parcels

Plan/Parcel	Title Reference(s)
D46792 ALLOTMENT 357	CT 5401/510
D46792 ALLOTMENT 358	CT 5401/511

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	$1,100,000	$2,075,000	$540,000	$1,500,000	Primary Production
Previous	$1,050,000	$2,100,000	$520,000	$1,575,000	Primary Production

Building Details

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Valuation Number	1386400254
Building Style	Not Available
Year Built	Not Available
Building Condition	Not Available
Wall Construction	Not Available
Roof Construction	Not Available
Equivalent Main Area	Not Available
Number of Main Rooms	Not Available

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

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WBWC COM.
OUTLET 126.

WILLUNGA BASIN WATER COMPANY PTY LTD

A.C.N.: 081 133 619

("WBWC")

and

SOTIROPOULOS NOMINEES PTY LTD

7 Crescent Avenue, PANORAMA

South Australia 5041

("The Consumer")

A.C.N.: 008 039 718

A.B.N.: 56 468 306 755

AGREEMENT

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AGREEMENT made the 23RD day of NOVEMBER 2012.

BETWEEN:

WILLUNGA BASIN WATER COMPANY PTY LTD ACN: 081 133 619 of 182 Main Road, McLAREN VALE in South Australia (*WBWC*);

and

SOTIROPOULOS NOMINEES PTY LTD ACN: 008 039 718 of 7 Crescent Avenue, PANORAMA in South Australia (*the consumer*);

RevenueSA - Stamp Duty - ABN 19 040 349 865 ©
RevNetID/~~PRA Bundle No:~~ 127 574 352
~~Orig~~/Copy 1 of/~~with~~ 1 copies
Consideration/Value/Security: $ —
SA Proportion (if applicable): $ —
~~SD: $~~ LTO fees: $
Int: $ — Pen/Add Tax: $
Signature: Date: 23/11/2012

AGREEMENT

1. **Definitions**

In this agreement, unless the contrary intention appears, the following words have the following meaning:

1.1 ***access year*** means the year in which the reclaimed water supply commences being the year specified in Schedule 1 of this agreement;

1.2 ***consumer*** means the person referred to on the front page of this agreement as the consumer;

1.3 ***consumer's infrastructure*** means any pumps, filtration systems, outlets, piping, sprinklers, or irrigation system used or installed by the consumer to convey reclaimed water on the land. It also includes any variations to the consumer's infrastructure;

1.4 ***EPA*** means the Environment Protection Authority established under the Environment Protection Act 1993;

1.5 ***flow rate allocation*** means the rate of flow of water allocated to the consumer and set out in Schedule 1 to this agreement;

1.6 ***Health Commission approval*** means the approval of the use of the treated water from South Australian Health Commission dated 24th April 1998 and includes any amendment of it;

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1.7 ***Irrigation Management Plan*** means the document dated 30th July 1998 prepared by Hydroplan Pty Ltd entitled Willunga Basin Water Company Irrigation Management Plan and includes any amendment to it;

1.8 ***Maximum flow rate*** means the maximum instantaneous flow rate at which the water quota may be accessed by the consumer as set out in Schedule 1.

1.9 ***Maximum Hours of irrigation per day*** means the maximum hours per calendar day that the consumer is to receive reclaimed water from the WBWC pipeline system.

1.10 ***month*** means calendar month;

1.11 ***SA Water*** means South Australian Water Corporation;

1.12 ***term*** means the term of this agreement and includes any period of renewal of it;

1.13 ***the boundary access point*** means the point on the boundary of the land to which WBWC must supply reclaimed water and from which the consumer is responsible for any reclaimed water supplied by WBWC;

1.14 ***the land*** means the land owned by the consumer and to which reclaimed water is to be supplied under this agreement as set out in Schedule 1;

1.15 ***the outlet*** means the devices including a water meter constructed and installed upon the land for the purpose of delivering and measuring the water supply from the WBWC pipeline system to the consumer on the land;

1.16 ***the WBWC pipeline system*** means any infrastructure constructed by WBWC for the treatment and distribution of the treated water and including but not limited to the pipeline and associated pumping facilities (but not including on farm consumer infrastructure);

1.17 ***treated water licence*** means the licence granted by SA Water to WBWC in a deed dated 15th January 1998 and includes any amendment of it;

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1.18 ***reclaimed water*** means water (including treated water, recycled water or any other water) provided by SA Water and/or the City Of Onkaparinga to WBWC under Licence or Agreement

1.19 ***treatment plant*** means the Christies Beach Waste Water Treatment Plant and/or other Waste Water Treatment Plants;

1.20 ***water quota*** means the annual amount of reclaimed water which it is to be supplied by WBWC under this agreement, expressed in megalitres and specifically set out in Schedule 1 to this agreement;

1.21 ***water quota rate*** means the rate per kilolitre payable;

1.22 ***WBWC*** means Willunga Basin Water Company Pty Ltd A.C.N. 081 133 619 and includes its employees and contractors;

1.23 ***Willunga Basin area*** means the area defined in paragraph 1.1 of the Irrigation Management Plan as amended from time to time.

2. **Interpretation**

In this agreement, unless an alternative meaning is clearly intended:

2.1 the singular incudes the plural and the other way around;

2.2 each gender includes all other genders;

2.3 headings do not affect the interpretation;

2.4 if a provision of this agreement would, but for this clause, be unenforceable:

2.4.1 the provision must be read down to the extent necessary to avoid that result; and

2.4.2 if the provision cannot be read down to that extent, it must be severed without affecting the validity and enforceability of the remainder of this agreement.

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3. **Background to this Agreement**

3.1 SA Water has granted to WBWC under the treated water licence a right to use reclaimed water produced from the treatment plant.

3.2 WBWC has available an amount of reclaimed water which is surplus to its current requirements.

3.3 WBWC has built a WBWC pipeline system which enables reclaimed water to be supplied by WBWC to the consumer.

3.4 The consumer has requested WBWC to provide reclaimed water to the consumer from the access date upon the terms as set out in this agreement. WBWC has agreed to do so upon the terms set out in this agreement.

3.5 The consumer must only use the reclaimed water pursuant to the terms and conditions of approval granted by the South Australian Health Commission and the EPA for drip irrigation of agricultural and horticultural crops and for no other purpose.

4. **Duration of Agreement**

4.1 This agreement commences on the date of this agreement and continues until the 27th June 2038 unless cancelled at an earlier date as provided in this agreement.

4.2 There is no right of renewal of this agreement.

5. **Agreement to Supply Water**

WBWC agrees with the consumer that from the access year, WBWC will use its best endeavours to supply reclaimed water to the boundary access point on the land. The basis upon which WBWC supplies the reclaimed water is set out in this agreement.

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6. **Pricing Structure for Supply of Reclaimed Water**

6.1 The consumer must pay the access fees set out in Schedule 1 to cover costs for access from the outlet to the WBWC pipeline.

6.2 WBWC and the consumer agree that the water quota for the consumer for the land is the amount of megalitres set out in Schedule 1 at the maximum flow rate set out in Schedule 1.

6.3 The consumer must pay WBWC for the water quota at the initial rate as set out in Schedule 1 and as amended from time to time.

6.4 If the consumer uses up to two thirds of the water quota then the consumer pays:

6.4.1 for two thirds of the water quota at the rate as set out in Schedule 1 irrespective of how much has been used.

6.5 Once the consumer uses over two thirds of the water quota, then the consumer must pay:

6.5.1 the water quota rate, as set out in Schedule 1, for water used.

6.6 The consumer must pay WBWC the rate for reclaimed water under the water quota:

6.6.1 on or before the 31st July in each year for the water used between the 1st April and the 30th June and any unused portion under Clause 6.4.1;

6.6.2 on or before the 31sr October in each year for the water used between the 1st July and the 30th September;

6.6.3 on or before the 31st January in each year for the water used between the 1st October and the 31st December of the previous calendar year.

6.6.4 on or before 30th April in each year for the water used between the 1st January and the 31st March in that year.

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6.7 The consumer must not, without the prior written consent of WBWC, exceed the maximum flow rate or exceed the water quota.

6.8 If the consumer uses reclaimed water in excess of the water quota, the consumer must pay WBWC a penalty rate per kilolitre, as set out in Schedule 1, or such rate as amended by WBWC, for the amount of reclaimed water used in excess of the water quota by the consumer.

6.9 The amount of the excess water is calculated as at the 30th June in each year.

6.10 The consumer must pay for the excess water used within 14 days of receipt of the final notice from WBWC.

6.11 The water quota rate for reclaimed water may be varied by WBWC each year for the following year's supply of water as follows:

6.11.1 on the 30th June 2012, 2013 and 2014 in accordance with annual movements in the Consumer Price Index All Groups (Adelaide) March Quarter index

6.11.2 on the 31st March 2015 by increasing the then current rate by 5.5 cents per kilolitre;

6.11.3 on the 30th June 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024 in accordance with annual movement in the Consumer Price Index All Groups (Adelaide) March Quarter index;

6.11.4 on the 31st March 2025 by increasing the then current rate by 5.5 cents per kilolitre;

6.11.5 on the 30th June 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037 and 2038 in accordance with annual movement in the Consumer Price Index All Groups (Adelaide) March Quarter index;

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6.11.6 the pricing structure of clauses 6.11.1 to 6.11.5 inclusive may be increased in the event that WBWC costs exceed the specified levels in these clauses.

6.12 If the Consumer Price Index All Groups (Adelaide) ceases to be published, then WBWC and the consumer agree to engage an actuary to calculate as near as possible what would have been the movement in the index. WBWC and the consumer must equally pay for the actuary's costs.

6.13 The consumer accepts the readings of the outlet as conclusive evidence of the quantity of water supplied to the consumer on the land unless the consumer supplies clear proof of error to the satisfaction of WBWC.

6.14 Any supply under this agreement which is a taxable supply under the A New Tax System (Goods and Services Tax) Act 1999 ("the Act") is increased by the rate of the Goods and Services Tax.

6.15 The resulting price is a GST inclusive price which is then payable by the consumer to WBWC at the same time as payment is due under this agreement for the relevant taxable supply.

6.16 WBWC must provide a tax invoice in accordance with the Act for each taxable supply at the same time as requesting payment for the relevant supply.

6.17 If an adjustment event (as defined in the Act) occurs then WBWC must provide the adjustment note to the consumer within 7 days of the adjustment event.

7. Interest

7.1 The consumer must pay interest on any amount outstanding to WBWC for longer than 7 days at 2% above the overdraft rate charged by WBWC's bank on overdraft accounts of $100,000.00. This clause applies irrespective of whether or not WBWC in fact has an overdraft.

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7.2 Interest is calculated from the day that the amount is due until it is paid by the consumer.

8. **Basis of Supply of Treated Water**

8.1 The consumer and WBWC agree that:

8.1.1 WBWC is responsible for the construction, installation, repair and maintenance of the WBWC pipeline system up to the boundary access point;

8.1.2 the consumer must obtain the prior written approval of WBWC to the existing or proposed design, construction and installation of the water outlet and the consumer's infrastructure. The consumer must comply with reasonable requests for information by WBWC about the consumer's infrastructure;

8.1.3 the consumer must repair, maintain and if necessary replace the consumer's infrastructure to a good quality standard or as otherwise reasonably directed by WBWC and otherwise to comply with any of the requirements of EPA, the Irrigation Management Plan or the Health Commission approval;

8.1.4 the outlet is installed at the cost of WBWC and is always owned by WBWC but the cost of repairs and maintenance of the outlet by WBWC must be paid by the consumer. WBWC must pay for the cost of replacement of the outlet occasioned through normal wear and tear. The consumer must pay for the cost of replacement of the outlet where required for any other reason;

8.1.5 the consumer must keep the outlet properly protected from damage and must not tamper with the outlet, the outlet flow meter or the data logger;

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8.1.6 WBWC may enter upon the land at all reasonable times for the purpose of installing, repairing, removing or replacing the outlet and for reading the outlet;

8.1.7 WBWC may enter the land at all times to enable WBWC to comply with WBWC's obligations under the treated water licence, the Irrigation Management Plan and the Health Department approval;

8.1.8 the consumer allows WBWC to enter the land for the purposes of an emergency relating to the reticulated water system or the consumer's infrastructure;

8.1.9 the consumer shall not store reclaimed water without the prior written approval of WBWC and any relevant regulatory authority;

8.1.10 the consumer shall not cross-connect reclaimed water to any other sources of water without the prior written approval of WBWC and any relevant regulatory authority ;

should approval be granted the consumer must, on demand, deliver to WBWC a copy of any backflow prevention device inspection certificates;

8.1.11 the consumer must not allow the reclaimed water to discharge into streams or acquifiers;

8.1.12 the consumer must comply with the relevant Australian Standards by painting the consumer's above ground infrastructure with the appropriate colour warning of the use of reclaimed water.

8.1.13 the consumer must erect identification signs at entrances and at each corner of the land painted in accordance with the relevant Australian Standard and marked "Warning Reclaimed Water - Do Not Drink!";

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8.1.14 the consumer must have and properly maintain facilities for filter back wash management;

8.1.15 the consumer must abide by the reasonable direction of WBWC in the practice manual issued by WBWC. WBWC has the right to alter the practice manual to accommodate advances in technology and improved ways of supplying the water;

8.1.16 the consumer where applicable, must obtain all appropriate permits and /or authorisations for the installation of consumer's infrastructure from the outlet to the land.

9. **Right to Suspend Water Supply**

WBWC may wholly or partially suspend, interrupt, reduce or terminate the supply of reclaimed water, and may refuse to restore that supply:

9.1 if the consumer is in breach of this agreement;

9.2 for routine maintenance of the reticulated water supply system;

9.3 if WBWC is required to do so by any government agency (including SA Water and the EPA) that has authority to impose such a requirement on WBWC or the consumer;

9.4 for emergency repairs or maintenance (including urgent corrective action to avoid mechanical or process breakdown) of the reticulated water supply system; or

9.5 if in WBWC's reasonable opinion, maintenance of that supply would:

9.5.1 expose WBWC or SA Water or any other government agency to any risk of loss or damage;

9.5.2 place WBWC in breach of a law in force in South Australia or treated water licence; or

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9.5.3 give rise to a material risk of harm, loss or injury to any person or property.

10. **Warranties, Indemnities and Disclaimers**

10.1 WBWC gives no warranty that WBWC will be able to supply the water quota or any reclaimed water during the term of this agreement.

10.2 The consumer releases WBWC from any obligation to provide any of the water quota if either or both of the following things occur:

10.2.1 SA Water reduces the volume of reclaimed water available to WBWC;

10.2.2 if due to circumstances beyond the reasonable control of WBWC, WBWC does not have sufficient reclaimed water to provide all or part of the water quota to the consumer.

10.3 Under the treated water licence WBWC has an obligation to comply with all laws in force in South Australia in respect of the use of the reclaimed water including, but not limited to:

10.3.1 any licence, approval or consent obtained by SA Water under the Environment Protection Act 1993 in respect of the discharge of reclaimed water to land or water other than marine waters;

10.3.2 complying with any approval or consent required in respect of the design, construction, operation or maintenance of the WBWC infrastructure as defined in the treated water licence; and

10.3.3 any law, regulation or by-law dealing with the supply of the reclaimed water to the consumer.

10.4 Under the Treated Water Licence WBWC is under an obligation to ensure that the consumer complies with all laws in force in South Australia in respect of the consumer's use of the reclaimed water. If the consumer does not comply

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WBWC is obliged under the treated water licence to suspend the supply of the reclaimed water to the consumer until the consumer does comply with the relevant law.

10.5 The consumer agrees that to enable WBWC to comply with its obligations under the Treated Water Licence, the consumer must:

10.5.1 comply with any law, regulation or by-law dealing with the supply of the reclaimed water to the consumer; and

10.5.2 immediately allow WBWC to suspend the supply of reclaimed water to the consumer if the consumer is not complying with the relevant law;

10.5.3 release WBWC from any claim for any loss caused to the consumer as a result of WBWC having to suspend the supply of reclaimed water to the consumer;

10.5.4 comply with any request made by WBWC which is necessary for WBWC to fulfill its obligations under Clause 5.2 of the Treated Water Licence[1];

10.5.5 comply with any request made by WBWC which is necessary for WBWC to fulfill its obligations under Clause 5.5 of the Treated Water Licence[2].

10.6 The consumer acknowledges that WBWC has certain obligations under the Treated Water Licence to allow SA Water to monitor the performance of WBWC under the treated water licence and to allow EPA to monitor the operation of the Irrigation Management Plan. To assist WBWC in complying with its obligation under the Treated Water Licence and the Irrigation

[1] Clause 5.2 requires WBWC to fulfill SA Water's obligation to obtain EPA approval for and implement any irrigation management plan or contingency plan in relation to the discharge of reclaimed water to land or non marine waters.
[2] Clause 5.5 relates to monitoring obligations placed on WBWC by SA Water.

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Management Plan, the consumer agrees to do anything reasonably necessary that will assist WBWC to comply with the Treated Water Licence and the Irrigation Management Plan. Without limiting the generality of this obligation, the consumer must allow WBWC and SA Water at any time to:

10.6.1 inspect the consumer's infrastructure and outlet upon the consumer's land; and

10.6.2 take water samples from water contained in the consumer's infrastructure;

10.6.3 test the soil which has been irrigated by the use of the reclaimed water.

10.7 Although every care will be taken by WBWC and SA Water, the consumer releases WBWC and SA Water from any damage caused by WBWC or SA Water or both of them in performing the tasks specified in clause 10.6.

10.8 The consumer acknowledges that under the Treated Water Licence, SA Water may wholly or partly suspend the supply of reclaimed water, and may refuse to restore that supply to WBWC:

10.8.1 if WBWC is in breach of the Treated Water Licence;

10.8.2 for routine maintenance of SA Water infrastructure;

10.8.3 if SA Water is required to do so by any government agency that has authority to issue such requirements to SA Water;

10.8.4 for emergency repairs or maintenance (including urgent corrective action to avoid mechanical or process breakdowns); or

10.8.5 if in SA Water's reasonable opinion, maintenance of that supply would:

(a) expose SA Water or any other government agency to the risk of loss or damage;

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(b) place SA Water in breach of a law in force in South Australia; or give rise to a material risk of harm, loss or injury to any person or property.

10.9 The consumer agrees that if SA Water suspends the supply of reclaimed water to WBWC for any one or more of the above reasons, then WBWC may cease supply of reclaimed water to the consumer immediately and is under no obligation to restore that supply until SA Water restores the supply of reclaimed water to WBWC sufficient to enable WBWC to supply the consumer.

10.10 The consumer releases WBWC and SA Water from any claim that the consumer may have against either or both of them for any loss suffered by the consumer as a result of WBWC being unable to continue to supply reclaimed water to the consumer.

10.11 The consumer acknowledges that SA Water and WBWC have certain rights set out in the Treated Water Licence for the cancellation of the Treated Water Licence. If, as a result of the cancellation of the Treated Water Licence, WBWC can no longer supply reclaimed water to the consumer, then WBWC may by written notice immediately cancel this agreement.

10.12 The consumer acknowledges and agrees that WBWC:

10.12.1 has not made any representation or warranty to the consumer as to the fitness of the reclaimed water for any particular purpose;

10.12.2 has not made any representation or warranty to the consumer as to the quality of the reclaimed water;

10.12.3 is under no obligation to supply water to the consumer from any source other than reclaimed water from the water treatment plant;

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10.12.4 has not made any representation or warranty as to the water pressure of the supply of the reclaimed water;

10.12.5 may supply reclaimed water which has an intermittent supply.

10.13 The consumer agrees that the consumer uses the reclaimed water at the consumer's own risk.

10.14 The consumer acknowledges and agrees that:

10.14.1 the Health Commission approval only allows drip irrigation and not aerial (sprinkler) irrigation;

10.14.2 any person operating the consumer's irrigation system and consumer's infrastructure must:

(a) wash their hands with soap before eating, drinking or smoking and at the end of a working day;

(b) not eat, drink or smoke whilst working with reclaimed water;

(c) use suitable protective equipment for the task undertaken using reclaimed water;

(d) not drink reclaimed water;

(e) avoid high exposure to and inhalation of spray from reclaimed water;

(f) avoid unprotected contact with the reclaimed water.

10.15 The consumer releases WBWC from any claim which the consumer might otherwise have against WBWC for any losses as a result of using the reclaimed water in breach of clause 10.14.

10.16 The consumer releases WBWC from any claim that the consumer may have for any loss in relation to the quality or the use or the pressure or reliability of supply of the reclaimed water.

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10.17 The consumer indemnifies WBWC against any loss and legal costs and disbursements incurred by WBWC arising as a result of:

10.17.1 failure by the consumer to comply with this agreement;

10.17.2 failure by the consumer to comply with the releases set out in this agreement;

10.17.3 any breach of law by the consumer;

10.17.4 any claim by any person relating to any exposure to or use of the reclaimed water by the consumer.

10.18 Any releases and indemnities given by the consumer survive the end or cancellation of this agreement and the term of the treated water licence.

11. **Transfer**

11.1 WBWC may transfer its rights under this agreement without the prior written consent of the consumer.

11.2 The consumer may transfer the consumer's rights and obligations under this agreement with the prior written consent of WBWC.

11.3 WBWC must not unreasonably withhold its consent.

11.4 If consent is granted, the consumer must pay the reasonable administration costs of WBWC relating to the transfer of the agreement and provide all documentation relating to the transfer as required by WBWC.

12. **Guarantee**

12.1 On demand, the consumer must deliver to WBWC:

12.1.1 a bank guarantee for the amounts to be paid in years 2 to 5 set out in Item 7 of the Schedule.

12.2 The bank guarantee is to be in a form which is acceptable to the solicitors for WBWC.

12.3 The consumer must pay for the costs of provision of the bank guarantee.

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13. **Insurance**

13.1 The consumer must at the consumer's expense have the following policies of insurance:

13.1.1 public liability insurance for a minimum of $20 million or such other larger amount as WBWC may specify;

13.1.2 insurance against damage to the consumer's infrastructure by fire, storm, earthquake and similar risks;

13.1.3 workers' compensation insurance in respect of any workers employed on the land by the consumer.

13.2 The consumer must in respect of each policy of insurance:

13.2.1 on demand deliver to WBWC the policy of such insurance; and

13.2.2 on demand produce to WBWC the certificate of currency of such insurance.

13.3 The consumer must not do anything which may cause any of those insurance policies to become ineffective or cause the respective premiums to be increased.

13.4 If the consumer does not take out and maintain insurance in accordance with this clause, WBWC may (but is not obliged to) pay the premium for that insurance. The consumer must, on demand, reimburse WBWC for the premium payable on that insurance.

13.5 The consumer must in respect of the public liability insurance:

13.5.1 ensure that the interest of WBWC is noted on the insurance policy so that the policy provides indemnity to WBWC; and

13.5.2 the policy provides for the payment of the insured amount for any one event and not for the aggregate of claims under the policy.

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14. **Dispute Resolution**

14.1 If a dispute arises under this agreement the following procedure must be followed:

14.1.1 if WBWC and the consumer are unable to resolve the dispute within 28 days, they must promptly refer the dispute:

14.1.1.1 in the case of WBWC, to the chairperson of WBWC; and

14.1.1.2 in the case of the consumer to the managing director of the consumer or the senior partner of the consumer.

14.2 The persons referred to in the previous sub-clause must meet to resolve the dispute and must be sufficiently authorised to resolve the dispute without detailed reference to any other person.

14.3 If those persons cannot resolve the dispute within 28 days of its reference to them, either party may, by notice refer the dispute to arbitration.

14.4 If the parties are unable to agree on the identity of an arbitrator within 14 days of the reference of a dispute to arbitration, the parties must request the president at the time being of the Institute of Arbitrators to appoint an arbitrator.

14.5 Subject to this agreement, dispute resolution (including by arbitration) must be undertaken in accordance with the following criteria:

14.5.1 for a dispute in respect of price, taking into consideration:

14.5.1.1 the terms upon which the reclaimed water has previously been provided under this agreement;

14.5.1.2 the market value of the reclaimed water having regard to the price and availability of similar water provided for similar uses;

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14.5.1.3 the alternative means available to WBWC for the disposal of the reclaimed water and the comparative costs and benefits to WBWC of those means;

14.5.1.4 any other matter relevant to the circumstances of the particular application;

14.5.2 for a dispute in respect of the volume of reclaimed water required by the consumer, taking into consideration:

14.5.2.1 the volume of reclaimed water actually used to date by the consumer compared with the amount available;

14.5.2.2 the protection of the consumer's present and reasonable future requirements;

14.5.2.3 the obligations of either party under any law regulating trade practices or competition; and

14.5.2.4 the availability of reclaimed water to WBWC from SA Water under the treated water licence agreement;

14.5.2.5 and any other matter relevant to the circumstances of a particular application.

14.6 WBWC and the consumer must each pay half of the costs of any arbitration unless the arbitrator determines otherwise.

14.7 A party is not required to engage in dispute resolution in accordance with this clause in a case of genuine urgency requiring immediate relief or remedy.

15. **Cancellation**

15.1 WBWC may cancel this agreement immediately by written notice to the consumer if:

15.1.1 the consumer enters into any form of insolvency administration;

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15.1.2 WBWC has given the consumer a written notice of a breach of the consumer's obligations under this agreement and the consumer has not rectified the breach within 14 days of that notice being given;

15.1.3 any amount due by the consumer to WBWC is at least 14 days in arrears;

15.1.4 the Treated Water Licence has been cancelled by WBWC or SA Water or both;

15.1.5 WBWC is for any reason unable to supply treated water to the consumer in accordance with the terms of this agreement;

15.1.6 the consumer commits a breach of this agreement which cannot be rectified.

15.2 The consumer may cancel this agreement by a written notice to WBWC:

15.2.1 if the consumer has given a written notice to WBWC of a breach of WBWC's obligations under this agreement and WBWC has not rectified that breach within 14 days of that notice being given;

15.2.2 if WBWC commits a breach of this agreement that cannot be rectified.

16. **Consequences of Cancellation of Agreement**

16.1 If this agreement is cancelled then:

16.1.1 WBWC may enter upon the land and remove the outlet and seal the entry pipe from the WBWC pipeline system;

16.1.2 WBWC must read the outlet and send a final account to the consumer for excess water (if any) which must be paid in accordance with the terms of this agreement;

16.1.3 the rights and remedies of both WBWC and the consumer for any breach of this agreement prior to the cancellation of this agreement survive the cancellation of this agreement.

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17. **General Clauses**

17.1 A notice required under this agreement must be in writing and may be given or made by:

17.1.1 leaving the notice at the address of the relevant party stated in this agreement;

17.1.2 leaving the notice at the last known place of residence or business of the recipient of the notice;

17.1.3 posting the notice in a prepaid envelope to the recipient at the address of the recipient given in this agreement. Any notice served by post is deemed to have been served at noon on the second business day after the day in which the envelope containing the notice was posted;

17.1.4 by sending the notice by facsimile transmission to a facsimile number for the recipient. In this case the notice is deemed to have been received upon the receipt by the sender of the message on the sender's facsimile machine confirming that the facsimile transmission has been completed; or

17.1.5 by electronic mail to the electronic mail address of the recipient. In this case the notice is deemed to have been received upon receipt by the sender of the message on the sender's computer confirming that the electronic mail transmission has been completed.

17.2 Where there is more than one person constituting the party to whom the notice is to be given or made, service on one of them is sufficient service on all of them.

17.3 Any such method of service is valid even if:

17.3.1 the person intended to receive the notice is dead or bankrupt; or

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17.3.2 if the person receiving the demand is a corporation, that corporation is in liquidation, provisional liquidation, receivership, voluntary administration or in the process of such a step.

17.4 Either party may notify the other party by written notice of a change of address at which notices may be served upon the other party.

17.5 This agreement may only be varied by written agreement of both WBWC and the consumer expressed to vary the terms of this agreement.

17.6 A waiver of any provision of this agreement must be in writing. The failure of WBWC or the consumer or a delay of the exercise of a power or right by either of them does not operate as a waiver of that power or right.

17.7 The exercise of a power or right does not preclude if future exercise or the exercise of any other power or right.

17.8 This agreement must be construed in accordance with the laws applicable in South Australia.

17.9 WBWC and the consumer submit to the non exclusive jurisdiction of the courts exercising jurisdiction within South Australia.

18. **Costs**

18.1 The consumer must pay for the costs of preparation of this agreement.

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EXECUTED as an Agreement.

THE COMMON SEAL of)
WILLUNGA BASIN WATER)
COMPANY PTY LTD was placed on this)
agreement in the presence of:

Common Seal
WILLUNGA BASIN WATER CO. PTY. LTD.
ACN 081 183 619

.....
Director

.....
Director/Secretary

SIGNED by:
SOTIROPOULOS NOMINEES PTY LTD
ACN: 008 039 718

.....
Director KONSTANTINOS SOTIROPOULOS

.....
Director/Secretary PARASKEVI SOTIROPOULOS

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Form P2
Guidance Notes available

ENDURING POWER OF ATTORNEY

(Pursuant to section 6 of the Powers of Attorney and Agency Act 1984)

I CERTIFY THIS TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL SIGHTED AT MILLSWOOD SA 5034 ON 13/07/11
MOSTYN GOOLEY STEHBENS JP 16300
A Justice of the Peace for South Australia

DONOR(S) (Full name and address)

KONSTANTINOS SOTIROPOULOS OF 7 CRESCENT AVENUE PANORAMA SA 5041

DO HEREBY NOMINATE CONSTITUTE AND APPOINT

DONEE(S) (Full name and address)

PARASKEVE SOTIROPOULOS AND ANASTASIOS SOTIROPOULOS BOTH OF 7 CRESCENT AVENUE PANORAMA SA 5041 AND BILL SOTIROPOULOS OF 5/11 HENRY STREET PLYMPTON SA 5038

(*Delete the inapplicable) *~~JOINTLY~~/JOINTLY AND SEVERALLY TO BE MY ATTORNEY(S)

I DECLARE THIS POWER TO BECOME EFFECTIVE

* UPON THE EXECUTION OF THIS DEED AND REMAIN EFFECTIVE NOTWITHSTANDING THAT I MAY SUFFER ANY SUBSEQUENT LEGAL INCAPACITY.

*~~ONLY IN THE EVENT OF MY SUFFERING ANY SUBSEQUENT LEGAL INCAPACITY~~

*Delete the inapplicable

AND I AUTHORISE MY ATTORNEY(S) TO DO ON MY BEHALF ANYTHING I CAN LAWFULLY DO BY AN ATTORNEY

THIS AUTHORITY IS SUBJECT TO THE FOLLOWING CONDITIONS, LIMITATIONS OR EXCLUSIONS:
(If none show "Not Applicable")

~~NOT APPLICABLE~~ TO ACT ON MY BEHALF IN THE CAPACITY OF DIRECTOR-SECRETARY AS MAY BE NECESSARY OF SOTIROPOULOS NOMINEES PTY. LTD. AND ALSO TO DO ON BEHALF ANYTHING I CAN LAWFULLY DO BY AN ATTORNEY.

DATED 6th March 2011

EXECUTION

IN WITNESS WHEREOF I/~~We~~ the Donor/~~s~~ have hereto set my/~~our~~ hand and seal

DATED 6th March 2011

SIGNED BY THE DONOR/S AS A DEED

Signed by **KONSTANTINOS SOTIROPOULOS** by making his mark hereto in my presence after this instrument was read over to him carefully by me WILLIAM NIARCHOS he being unable to read the same and he appeared thoroughly to have understood the same this instrument having been translated by me WILLIAM NIARCHOS into the Greek language he being Greek and understanding the same.

(Signature of Donor/s)

IN THE PRESENCE OF

HIS

+

KONSTANTINOS SOTIROPOULOS

(Witnessed by a person authorised at law to take affidavits).

WILLIAM NIARCHOS
Commissioner for taking Affidavits in the Supreme Court of South Australia

I HEREBY CERTIFY THE WITHIN DOCUMENT TO BE A TRUE COPY OF THE ORIGINAL EXECUTED BY MARK OF KONSTANTINOS SOTIROPOULOS DATED: 6/3/2011

7.3.2011

WILLIAM NIARCHOS
Commissioner for taking Affidavits in the Supreme Court of South Australia

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FORM OF ACCEPTANCE

~~I~~/We

PARASKEVE SOTIROPOULOS
-and-
ANASTASIOS SOTIROPOULOS
-and-
BILL SOTIROPOULOS

the person(s) appointed to be the donee(s) of the power of attorney created by the instrument on which the acceptance is endorsed accept the appointment and acknowledge:

A) That the power of attorney is an enduring power of attorney and as such may be exercised by ~~me~~/us not withstanding any subsequent legal incapacity of the donor or in the event of any subsequent legal incapacity of the donor

AND

B) That ~~I~~/We will, by accepting this power of attorney, be subject to the requirements of the Powers of Attorney and Agency Act 1984.

SIGNED P. Sotiropoulos DATED 6.3.2011

SIGNED A. Sotiropoulos DATED 6.3.2011

SIGNED M. Sotiropoulos DATED 6.3.2011

SIGNED ..... DATED .....

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SCHEDULE 1

1. ***Access Year*** *(Clause 1.1)*

   2012

2. ***Water Quota*** *(Clause 1.20, Clause 6.2)*

   74 megalitres

3. ***Flow Rate Allocation*** *(Clause 1.5)*

   35.2 kilolitres per hour

4. ***Maximum Flow Rate*** *(Clause 1.8)*

   The reclaimed water quota must not be drawn at a rate which exceeds 35.2 kilolitres per hour on an instantaneous basis.

5. ***Maximum hours of irrigation per day*** *(Clause 1.9)*

   18 hours

6. ***The Land*** *(Clause 1.14)*

   Description:
   Cnr Plains and Hahn Roads, Sellicks Hill in South Australia
   Lots 357 & 358, Section of 605, Hundred of Willunga.
   Certificate of Title: Volume 5401 Folio 510 & 511

7. ***Access Fees*** *(Clause 6.1)*

   Payments Schedule:
   One (1) payment of $2,420.00 per megalitre of water quota.
   Four (4) annual payments of $1,210.00 per megalitre of water quota, payable on or before 31st July, commencing 2013.

8. ***Rates***

   8.1 Water Quota Rate *(Clauses 6.3, 6.4.1, 6.5.1, 6.6 and 6.11)*

   $0.95 per kilolitre

   8.2 Penalty Rate *(Clause 6.8)*

   $2.50 per kilolitre

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City of Onkaparinga
PO Box 1
Noarlunga Centre, SA 5168

T: (08) 8384 0666
E: mail@onkaparinga.sa.gov.au

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.

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Certificate No: S76052/2025

CITY OF ONKAPARINGA

LOCAL GOVERNMENT RATES SEARCH

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

27 October 2025

DETAILS OF PROPERTY REFERRED TO:

Property ID	:	18831
Valuer General No	:	1386400254
Valuation	:	$1,500,000.00
Owner	:	Sotiropoulos Nominees Pty Ltd
Property Address	:	124 Hahn Road SELLICKS HILL SA 5174
Volume/Folio	:	CT-5401/510 CT-5401/511
Lot/Plan No	:	Allotment 357 Sec 605 DP 46792, Allotment 358 Sec 605 DP 46792
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	$7,733.34
Postponed Amount in Arrears	$0.00
Rates for the current 2025-2026 Financial Year applicable from 01 July 2025:	
Total Rates Levied 2025-2026	**$4,567.07**
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)	$256.60
Postponed Interest	$0.00
Less paid current financial year	$0.00
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	$12,557.01
Property Related Debts	$0.00

BPAY Biller Code: 421503
Ref: 1052650188319

TOTAL BALANCE **$12,557.01**

AUTHORISED OFFICER
Danielle Hall

This statement is made the 27 October 2025

City Of Onkaparinga
PO Box 1
Noarlunga Centre SA 5168

Telephone (08) 8384 0666

Certificate No: S74444/2025

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 Councils 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

City Of Onkaparinga
PO Box 1
Noarlunga Centre SA 5168

Telephone (08) 8384 0666

Certificate No: S74444/2025

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	:	28743
VALUER GENERAL NO	:	1386400254
VALUATION	:	$1,500,000.00
OWNER	:	Sotiropoulos Nominees Pty Ltd
PROPERTY ADDRESS	:	124 Hahn Road SELLICKS HILL SA 5174
VOLUME/FOLIO	:	CT-5401/510 CT-5401/511
LOT/PLAN NUMBER	:	Allotment 357 Sec 605 DP 46792, Allotment 358 Sec 605 DP 46792
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 YES

Application Number	145/4054/2002
Description	Concrete Rainwater Tank (136,400 litre)
Decision	Approved
Decision Date	03 December 2002

Development Plan Consent Conditions
1. All development shall be completed in accordance with the plan(s) and documents submitted with and forming part of the development application except where varied by the following condition(s).
2. The proposed planting around the tank must incorporate suitable species that will screen the proposed tank from public view and must be established within 3 months of the date of this approval. This landscaping must be maintained in a healthy condition at all times with any dead or diseased plants being repalced.
3. That effective measures be implemented during the construction of the development and on-going use of the land in accordance with this consent to:
   - prevent silt run-off from the land to adjoining properties, roads and drains;
   - control dust arising from the construction and other activities, so as not to, in the opinion of Council, be a nuisance to residents or occupiers on adjacent land;
   - ensure that soil or mud is not transferred onto the adjacent roadways by vehicles leaving the site;
   - ensure that all litter and building waste is contained on the subject site in a suitable bin or enclosure; and
   - ensure that no sound is emitted from any device, plant or equipment or from any source or activity to become an unreasonable nuisance, in the opinion of Council, to the occupiers of adjacent land.

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

Airport Building Heights (Aircraft Landing Area)
The Airport Building Heights (Aircraft Landing Area) Overlay seeks to ensure building height does not pose a hazard to the operation and safety requirements of aircraft landing areas.
Building Near Airfields
The Building Near Airfields Overlay seeks to ensure development does not pose a hazard to the operational and safety requirements of commercial and military airfields.
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 - General) (General)
The Hazards (Bushfire - General) Overlay seeks to ensure development responds to the general level of bushfire risk by siting and designed buildings to mitigate threat and impact of bushfires on life and property and facilitate access for emergency service vehicles.
Heritage Adjacency
The Heritage Adjacency Overlay seeks to ensure development adjacent to State and Local Heritage Places maintains the heritage and cultural values of those places.
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.
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 significate 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

Section 69
Emergency order NO

Section 71 (only)
Fire safety notice NO

Section 84
Enforcement notice NO

Section 85(6), 85(10) or 106
Enforcement Order NO

Part 11 Division 2
Proceedings NO

Fire and Emergency Services Act 2005

Section 105F (or section 56 or 83 (repealed)
Notice NO

Section 56 (repealed)
Notice issued NO

Food Act 2001

Section 44
Improvement notice *issued against the land* NO

Section 46
Prohibition order NO

Housing Improvement Act 1940 (repealed)

Section 23
Declaration that house is undesirable or unfit for human habitation NO

Land Acquisition Act 1969

Section 10
Notice of intention to acquire NO

Local Government Act 1934 (repealed)

Notice, order, declaration, charge, claim or demand given or made under the Act NO

Local Government Act 1999

Notice, order, declaration, charge, claim or demand given or made under the Act 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

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 NO
Part 4 – Condition (that continues to apply) of an approval

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 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).	NO
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

An onsite waste control system may be required on this property. For further information please contact Councils Health Department on 08 8384 0666.

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 05 August 2025

Thomas Caiapich
(Acting) Team Leader Development Support
AUTHORISED OFFICER

Electronic Property Information for Conveyancing

Property Details

This form is a read-only view of the current account details for the selected property.
This information may differ from what is actually printed on your Certificate.

Back

Property details as at: 27/10/2025	
Account no:	1386400254
Property location:	124 HAHN RD SELLICKS HILL LTS 357 358 D46792
Customer name:	SOTIROPOULOS NOMINEES P/L
Postal address:	7 CRESCENT AVE PANORAMA SA 5041
Recovery status:	SUMMONS ISSUED
Last charge raised:	$44.50 on 08/09/2025
Last payment rec'd:	$408.05 on 05/02/2024
Current balance:	$2,244.63

Last billed items for this property

Bill item	Date	Reporting period	Amount
Site Visit Fee	08/09/2025	Site Visit Fee	44.50

Call us

Follow us

For more information on the South Australian Integrated Land Information Systems (SAILIS)

SAILIS

SA Water

Government of South Australia

Doc ID: a0f75d4c5b392895cd03acc830cce55c9a6a0b75

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
13 86400 25 4	CT5401510	6/8/2025	7627	2699920

FORM 1 ON FROME
LEVEL 1 147 FROME ST
ADELAIDE SA 5000
info@form1onfrome.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: SOTIROPOULOS NOMINEES P/L
Location: 124 HAHN RD SELLICKS HILL LTS 357 358 D46792
Description: VINES SH TANKS
Capital Value: $1 500 000 (Notional)
Rating: Non-residential

Periodic charges

Raised in current years to 30/6/2025

				$
		Arrears as at: 30/6/2025	:	2,114.53
Water main available:	1/7/1997	Water rates	:	0.00
Sewer main available:		Sewer rates	:	0.00
		Water use	:	0.00
		SA Govt concession	:	0.00
		Recycled Water Use	:	0.00
		Service Rent	:	0.00
		Recycled Service Rent	:	0.00
		Other charges	:	0.00
		Goods and Services Tax	:	0.00
		Amount paid	:	0.00
		Balance outstanding	:	2,114.53

Degree of concession: 00.00%
Recovery action taken: RECOVERY NOTICE

Next quarterly charges: Water supply: 82.30 Sewer: 0.00 Bill: 3/9/2025

A sewer main is not available to this property.

This Account is billed four times yearly for water use charges.

The last Water Use Year ended on 29/05/2025.

A total SERVICE RENT charge for mains connections of $329.20 (provisional) calculated to the end of the current financial year is not included in the above statement.

Please note: If you have also ordered a Special Meter Reading for this property and it comes back as estimated, please ensure you provide a photo of the meter including serial number to have the certificate reissued.

If your property was constructed before 1929, it's recommended you request a property interest report and internal 'as constructed' sanitary drainage drawing to understand any specific requirements relating to the existing arrangements.

As constructed sanitary drainage drawings can be found at https://maps.sa.gov.au/drainageplans/.

SA Water has no record of an Encumbrance on this property as at the date of issue of this certificate.

Next action may be the forwarding of debt details to a collection agency for recovery of the unpaid charges (no costs incurred at this stage). Recovery action may include a visit to the property, restriction of water supply and/or commencement of legal action. All costs incurred will be on charged to the property. If further information is required please contact SA Waters Collection Unit on telephone (08) 7424 1560.

SA Water

South Australian Water Corporation

Name:
SOTIROPOULOS NOMINEES P/L

Water & Sewer Account
Acct. No.: 13 86400 25 4

Amount: _____

Address:
124 HAHN RD SELLICKS HILL LTS 357 358
D46792

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	1386400254

BPAY

Biller code: 8888
Ref: 1386400254

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: 1386400254

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE

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.

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

DATE OF ISSUE
10/11/2025

ENQUIRIES:
Tel: (08) 8372 7534
Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NUMBER
7027957*

OWNERSHIP NAME
SOTIROPOULOS NOMINEES PTY LTD

PROPERTY DESCRIPTION
124 HAHN RD / SELLICKS HILL SA 5174 / LTS 357 358 D46792

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R4	RU
1386400254	CT 5401/510+	$1,500,000.00	1.000	0.300

LEVY DETAILS:

FINANCIAL YEAR
2025-2026

FIXED CHARGE	$	50.00
+ VARIABLE CHARGE	$	380.70
- REMISSION	$	85.50
- CONCESSION	$	0.00
+ ARREARS / - PAYMENTS	$	565.18
= AMOUNT PAYABLE	$	910.38

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 Certficate will be issued free of charge. **It is not the due date for payment.**

EXPIRY DATE **08/02/2026**

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

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

PAYMENT REMITTANCE ADVICE

OWNERSHIP NUMBER
7027957*

OWNERSHIP NAME
SOTIROPOULOS NOMINEES PTY LTD

ASSESSMENT NUMBER
1386400254

AMOUNT PAYABLE
$910.38

AGENT NUMBER
100019412

AGENT NAME
FORM 1 ON FROME

EXPIRY DATE
08/02/2026

+70109377170022> +001571+ <0550631430> <0000091038> +444+

Doc ID: a0f75d4c5b392895cd03acc830cce55c9a6a0b75

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

Biller Code: 456285 **Ref: 7010937717** 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	**To pay via the internet go to:** www.revenuesaonline.sa.gov.au	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**

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.

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

DATE OF ISSUE
10/11/2025

ENQUIRIES:
Tel: (08) 8372 7534
Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NAME
SOTIROPOULOS NOMINEES PTY LTD & ANR

FINANCIAL YEAR
2025-2026

PROPERTY DESCRIPTION
124 HAHN RD / SELLICKS HILL SA 5174 / LTS 357 358 D46792

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
1386400254	CT 5401/510+	$540,000.00	33.0300 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 **08/02/2026**

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

Biller Code: 456293 **Ref: 7010906225** 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	**To pay via the internet go to:** www.revenuesaonline.sa.gov.au	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**

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.

Please note: this letter MUST be forwarded onto the Conveyancer

Form 1 on Frome
Level 1, 147 Frome Street
ADELAIDE SA 5000

06 August 2025 Our Ref: G4707, V3518

To whom it may concern,

Section 7 Requests	**Phylloxera Act Notice no.:** **3518 - ALLOTMENT 357, ALLOTMENT 358**
Name of current owner:	Sotiropoulos Nominees Pty Ltd
Contact address:	7 Crescent Ave, PANORAMA, SA, 5041
Property description:	AL357 in D46792 - CT 5401 / 510 AL358 in D46792 - CT 5401 / 511
Vineyard Area (hectares):	31.01

Under the Phylloxera and Grape Industry Act 1995, Registered landowners with 0.5 hectares or more of vines in the ground, alive or dead, whether for commercial or private user or not, **must be registered with Vinehealth Australia and pay an annual biosecurity levy.**

The levy comprises a base fee and a variable fee per hectare of planted vines. The current gazetted rates are: $10.28 per hectare and a Base fee of $200. Further details relating to the levy can be found on the Vinehealth website: https://vinehealth.com.au/who-we-are/levy/.

Please note -

- The Phylloxera Levy covers the period 1 May to 30 April and is paid in arrears annually. Outstanding amounts owing by the vendor must be paid at settlement.
- The levy is calculated on the area of planted vines - alive or dead. It is the responsibility of the vendor to check the Vineyard Area recorded on this document to ensure it is true and accurate.

Please contact Vinehealth Australia at propertytransfer@vinehealth.com.au to receive the following documents **when the Settlement Date is known,** quoting the Phylloxera Act Notice Number - V3518

- Settlement Payment Advice form; and
- Notification of Change of Ownership form.

Yours faithfully,

Vinehealth Australia
08 8273 0550
admin@vinehealth.com.au
www.vinehealth.com.au

PO Box 280, Kent Town DC, SA, 5071

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Government of South Australia
Department for Environment and Water

Water and River Murray Group
Water Licensing Branch
152 Jubilee Highway East
Mount Gambier SA 5290
PO Box 1046
Mount Gambier SA 5290
Australia
Tel (08) 8735 1134

dew.lcwaterlicensing@sa.gov.au
www.environment.sa.gov.au
www.waterconnect.sa.gov.au

7 November 2025

FORM 1 ON FROME
LEVEL 1, 147 FROME STREET
ADELAIDE SA 5000

Dear Sir/Madam

I refer to your enquiry concerning the following property:

Reference No:	2699920
Title Reference:	CT5401/510 D46792 AL357 CT5401/511 D46792 AL358
Property Address:	124 HAHN ROAD, SELLICKS HILL SA 5174
Owners Name:	SOTIROPOULOS NOMINEES PTY LTD

I advise as follows:

Notice to pay levy under section 78 of the *Landscape South Australia Act 2019* (or under a corresponding previous enactment).	***No***

***Please refer to the below ADVICE OF LICENCE(S) ISSUED UNDER *THE LANDSCAPE SOUTH AUSTRALIA ACT 2019* report detailing levies payable under Section 78, any Water Resource Works Approval under Section 135, any Site Use Approval under Section 142 & any Forest Water Licence under Section 166 of *The Landscape South Australia Act 2019*.**

Copies of the relevant application forms can be found at www.waterconnect.sa.gov.au/Water-Management/Licences-and-Permits or by contacting this office.

If an interested party is registered against a water licence an application to remove the interest will also need to be submitted. The licence holder/s will need to confirm if an interest is registered against a water licence. Any information in relation to licences will only be given to the licensees or a third party who has written permission from the licensee to access the information.

The Minister is required to keep a record of Permits, Licences, Allocations, Approvals and details relating to these. The NRM Register is publicly available online and is updated daily https://www.waterconnect.sa.gov.au/Systems/WLPR/Pages/default.aspx. To protect the privacy of licensees, limited information is available on the register. The NRM register provides access to information by entering the licence/permit number or the land parcel details endorsed on the licence/permit.

All care and diligence has been taken to access the above information from available records.

Should you have any queries regarding this Property Interest Report please contact this office.

All other enquires regarding the Licence should be directed to the DEW Branch located at the bottom of this report.

Yours sincerely

Dimity Fisher
Water Licensing Support Officer

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Government of South Australia
Department for Environment and Water

WATER & RIVER MURRAY GROUP
ADVICE OF LICENCE (S) ISSUED UNDER THE *LANDSCAPE SOUTH AUSTRALIA ACT 2019*

Take Note

The *Landscape South Australia Act 2019* provides that a water licence is a property right issued to a person, which is not directly linked to the land. A licence may however, authorise water to be taken or used in relation to specific land parcels. If the land parcel(s) specified on a licence are sold, the licence remains in the possession of the licence holder unless separate approval is obtained to transfer or vary the water allocation endorsed on that licence. An application to transfer or vary a licensed water allocation must be made in accordance with the licensing provisions of the *Landscape South Australia Act 2019*. The provisions relevant to this prescribed resource are attached.

Licence Details

Licence Number: WL-004603

Licence Status: Current

Prescribed Region: McLaren Vale PWA

Licensee(s): Sotiropoulos Nominees Pty Ltd

Water Allocation:

Entitlement number	Prescribed Resource	Management unit	Entitlement pool	Allocation category	Quantity	Expiry date
E-000077	McLaren Vale PWA	NA	McLaren Vale Port Willunga Formation aquifer	Taking	600 kL	N/A

Property Details: CT5401/510 D46792 A357

CT5401/511 D46792 A358

Additional Information

Information provided current as at 7 November 2025.

Any outstanding fees are to be paid before a licence can be transferred to a new account.

All enquires regarding the Licence should be directed to:
Water and River Murray Group
Water Licensing Branch
81-95 Waymouth Street
ADELAIDE SA 5000

Postal enquires should be forwarded to:
Water and River Murray Group
Water Licensing Branch
GPO Box 1047
ADELAIDE SA 5001

Telephone: (08) 8463 6876

Doc ID: a0f75d4c5b392895cd03acc830cce55c9a6a0b75

Government of South Australia
Department for Environment and Water

WATER & RIVER MURRAY GROUP
ADVICE OF LICENCE (S) ISSUED UNDER THE *LANDSCAPE SOUTH AUSTRALIA ACT 2019*

Comments

If the water licence is to be transferred to a new property owner, the current licence holder must complete an application to transfer a water licence, which must be signed by all parties and returned to the below office accompanied by the prescribed fee.

All enquires regarding the Licence should be directed to:
Water and River Murray Group
Water Licensing Branch
81-95 Waymouth Street
ADELAIDE SA 5000

Postal enquires should be forwarded to:
Water and River Murray Group
Water Licensing Branch
GPO Box 1047
ADELAIDE SA 5001

Telephone: (08) 8463 6876

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Form 82

Case Number: CIV-25-009514

Date Signed10 September 2025

FDN: 10

ORDER

SUPREME COURT OF SOUTH AUSTRALIA
CIVIL JURISDICTION
Corporations List

IN THE MATTER OF SOTIROPOULOS NOMINEES PTY LTD ACN 008 039 718

WILLUNGA BASIN WATER CO. PTY LTD ACN 081 133 619
Applicant

SOTIROPOULOS NOMINEES PTY LTD ACN 008 039 718
Respondent

Hearing

Hearing Location:	Adelaide
Date of Hearing:	9 September 2025
Presiding Officer:	**The Honourable Associate Justice Dart**
Application made by:	Applicant

Appearances

Applicant:	Represented by Mr L Bennett in person
Respondent:	No appearance

Date of Order: **9 September 2025.**

Terms of Order

It is ordered that:

1. Compliance with rule 5.6(1) of the *Corporations Rules 2003* is dispensed with.
2. Pursuant to the s 459A of the *Corporations Act 2001*, SOTIROPOULOS NOMINEES PTY LTD ACN 008 039 718 be wound up in insolvency.
3. Mr Simon Richard Miller be appointed as liquidator of SOTIROPOULOS NOMINEES PTY LTD ACN 008 039 718.
4. The Applicant's costs of these proceedings be reimbursed in accordance with s 466(2) of the *Corporations Act 2001* and be fixed in the amount of $5,955 plus the filing fee.

Form 82

To the parties against whom orders are made: WARNING:

If you disobey this order, you will be in **contempt of court** and liable to **imprisonment and/or a fine** or other punishment and any other person who knows of this order and does anything that helps or permits you to disobey this order may be similarly punished.

.....
Registrar

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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 and 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 or 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.

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