

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.

Part A—Parties and land

- 1 Purchaser:
Address:
- 2 Purchaser's registered agent: **NOT APPLICABLE**
Address:
- 3 Vendor: **BNAF PTY. LTD. (ACN: 606 019 309)**
Address: **43 HILL STREET MITCHAM SA 5062**
- 4 Vendor's registered agent: **Ouwens Casserly Real Estate Pty. Ltd.**
Address: **200 East Terrace Adelaide SA 5000**
- 5 Date of contract (if made before this statement is served): / /2022
- 6 Description of the land: **39 SEASCAPE VIEW SELICKS BEACH SA 5174 BEING THE WHOLE OF THE LAND COMPRISED IN CERTIFICATE OF TITLE REGISTER BOOK VOLUME 5844 FOLIO 801 BEING ALLOTMENT 26 DEPOSITED PLAN 56426 IN THE AREA NAMED SELICKS BEACH HUNDRED OF WILLUNGA**

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

To the purchaser:

Right to cool-off (section 5)

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

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

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

2—Time for service

The cooling-off notice must be served—

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

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

3—Form of cooling-off notice

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

4—Methods of service

The cooling-off notice must be—

- (a) given to the vendor personally; or
- (b) posted by registered post to the vendor at the following address:
43 HILL STREET MITCHAM SA 5062
 (being the vendor's last known address); or
- (c) transmitted by fax or email to the following fax number or email address:
FAX: N/A 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:
200 EAST TERRACE ADELAIDE SA 5000
 (being the agent's address for service under the *Land Agents Act 1994*)

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

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

5—Effect of service

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

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

Proceeding with the purchase

If you wish to proceed with the purchase—

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

Part C—Statement with respect to required particulars

(section 7(1))

To the purchaser:

We, BNAF PTY. LTD. (ACN: 606 019 309),

of 43 HILL STREET MITCHAM SA 5062 the vendors in relation to the transaction state that the Schedule contains all particulars required to be given to you pursuant to section 7(1) of the *Land and Business (Sale and Conveyancing) Act 1994*

Date:

22 / 11 / 2022

Nicole Moffatt

Signed:

SOLE DIRECTOR/SECRETARY: NICOLE SUZANNE MOFFATT

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: **NIL**

Date: 22/11/2022



Signed:

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

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

(section 7(1)(b))

Note—

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

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

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

Table of particulars

Column 1

Column 2

Column
3

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

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

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

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

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

[If there is more than 1 mortgage, charge or prescribed encumbrance of a kind referred to in column 1, the particulars requested in column 2 must be set out for each such mortgage, charge or prescribed encumbrance.]
[If requested particulars are set out in the item and then continued on an attachment due to insufficient space, identify the attachment in the place provided in column 2. If all of the requested particulars are contained in an attachment (instead of in the item) in accordance with the Note preceding this table, identify the attachment in the place provided in column 2 and (if required by the Note) identify the parts of the attachment that contain the particulars.]

1. General

1.1	Mortgage of land	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p>Number of mortgage (if registered): ANY AND ALL CHARGES REGISTERED ON THE PPSR OVER BNAF PTY. LTD. (ACN: 606 019 309) TO BE DISCHARGED AS REGARDS CT5844/801</p> <p>Name of mortgagee: ANY AND ALL CHARGEES</p>	<p>YES</p> <p>YES</p> <p>NO</p>
1.2	<p>Easement (whether over the land or annexed to the land)</p> <p>Note— "Easement" includes rights of way and party wall rights</p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments? REFER PROPERTY INTEREST REPORT – STATUTORY EASEMENTS</i></p> <p>Description of land subject to easement: PORTION OF THE LAND IN THE SAID CERTIFICATE OF TITLE</p> <p>Nature of easement: STATUTORY EASEMENT TO SA POWER NETWORKS</p> <p>Are you aware of any encroachment on the easement? NO</p> <p>If YES, give details:</p>	<p>YES</p> <p>NO</p> <p>YES</p>

		<p>If there is an encroachment, has approval for the encroachment been given? N/A</p> <p>If YES, give details:</p>	
1.3	Restrictive covenant	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i> REFER ENCUMBRANCE NO. 13423699</p> <p>Nature of restrictive covenant: REFER ENCUMBRANCE NO. 13423699</p> <p>Name of person in whose favour restrictive covenant operates: ENCUMBRANCE CO. PTY. LTD.</p> <p>Does the restrictive covenant affect the whole of the land being acquired? YES</p> <p>If NO, give details:</p> <p>Does the restrictive covenant affect land other than that being acquired? NO</p>	<p>YES</p> <p>NO</p> <p>YES</p>
1.4	<p>Lease, agreement for lease, tenancy agreement or licence</p> <p>(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.)</p> <p>NOT APPLICABLE</p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p>Names of parties:</p> <p>Period of lease, agreement for lease etc:</p> <p>From to</p> <p>Amount of rent or licence fee:</p> <p>\$ per (period)</p> <p>Is the lease, agreement for lease etc in writing?</p> <p>If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify—</p> <p>(a) the Act under which the lease or licence was granted:</p> <p>(b) the outstanding amounts due (including any interest or penalty):</p>	
5. Development Act 1993			
5.1	section 42—Condition (that continues to apply) of a development authorisation	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i> REFER CITY OF ONKAPARINGA COUNCIL SEARCH SECTION 42</p> <p>Condition(s) of authorisation: REFER CITY OF ONKAPARINGA COUNCIL SEARCH</p>	<p>YES</p> <p>NO</p> <p>YES</p>

5.6	section 57—Land management agreement	<i>Is this item applicable?</i>	YES
		<i>Will this be discharged or satisfied prior to or at settlement?</i>	NO
		<i>Are there attachments?</i> AGREEMENT NO. 8853671	YES
	Date of agreement: 10/03/2000		
	Names of parties: CITY OF ONKAPARINGA, R & L GIROLAMO PTY. LTD., ORIANA NOMINEES PTY. LTD., DOMAIN PROJECT DEVELOPMENT PTY. LTD. AND PINLEE PTY. LTD.		
	Terms of agreement: REFER AGREEMENT NO. 8853671		
6. Repealed Act conditions			
6.1	Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1966</i> (repealed) NOT APPLICABLE	<i>Is this item applicable?</i>	
		<i>Will this be discharged or satisfied prior to or at settlement?</i>	
		<i>Are there attachments?</i>	
	Nature of condition(s):		
7. Emergency Services Funding Act 1998			
7.1	section 16—Notice to pay levy	<i>Is this item applicable?</i>	YES
		<i>Will this be discharged or satisfied prior to or at settlement?</i>	YES
		<i>Are there attachments?</i> REFER CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE	YES
	Date of notice: 21/11/2022		
	Amount of levy payable: \$190.19		
29. Planning, Development and Infrastructure Act 2016			
29.1	Part 5- Planning and Design Code <i>Note - Do not omit this item. The item and its heading must be included in the attachment even if not applicable.]</i>	<i>Is this item applicable?</i>	YES
		<i>Will this be discharged or satisfied prior to or at settlement?</i>	NO
		<i>Are there attachments?</i> REFER CITY OF ONKAPARINGA COUNCIL SEARCH PLANNING, DEVELOPMENT & INFRASTRUCTURE ACT 2016	YES
	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: SUBURBAN NEIGHBOURHOOD (SN)		
	SUBZONE: NIL		
	ZONING OVERLAYS: REFER CITY OF ONKAPARINGA 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 – REFER CITY OF ONKAPARINGA COUNCIL SEARCH, PLANSAL PORTAL AND PROPERTY INTEREST REPORT**
https://plan.sa.gov.au/have_your_say/general_consultations.

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

29.2	section 127—Condition (that continues to apply) of a development authorisation NOT APPLICABLE	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments:</i></p> <p>Date of authorisation:</p> <p>Name of relevant authority that granted authorisation:</p> <p>Condition(s) of authorisation:</p>
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31. Public and Environmental Health Act 1987 (repealed)

31.2	<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2—Condition (that continues to apply) of an approval</i>	<p><i>Is this item applicable?</i> YES</p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i> NO</p> <p><i>Are there attachments?</i> REFER CITY OF ONKAPARINGA COUNCIL SEARCH PUBLIC AND ENVIRONMENTAL HEALTH (WASTE CONTROL) REGULATIONS 2010 (OR 1995) REVOKED YES</p> <p>Date of approval: REFER CITY OF ONKAPARINGA COUNCIL SEARCH</p> <p>Name of relevant authority that granted the approval: REFER CITY OF ONKAPARINGA COUNCIL SEARCH</p> <p>Condition(s) of approval: REFER CITY OF ONKAPARINGA COUNCIL SEARCH</p>
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Annexures

The following documents are annexed hereto -

Property Interest Report

Copy of certificate(s) of title to the land

City of Onkaparinga Council Search

Encumbrance No. 13423699

Agreement No. 8853671

SA Water, Emergency Service Levy and Land Tax Searches

Form R3 – Buyers Information Notice

Acknowledgement of Receipt

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

Dated this _____ day of _____ 2022

Signed: _____

Purchaser(s)

Property Interest Report

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

Title Reference	CT 5844/801	Reference No. 2420483
Registered Proprietors	BNAF PTY. LTD.	Prepared 21/11/2022 10:39
Address of Property	39 SEASCAPE VIEW, SELICKS BEACH, 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

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

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

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

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

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

also

Contact the vendor for these details |
| 1.5 | Caveat | Refer to the Certificate of Title |
| 1.6 | Lien or notice of a lien | Refer to the Certificate of Title |

2. Aboriginal Heritage Act 1988

- | | | |
|-----|---|---|
| 2.1 | section 9 - Registration in central archives of an Aboriginal site or object | Aboriginal Affairs and Reconciliation in AGD has no registered entries for Aboriginal sites or objects affecting this title |
| 2.2 | section 24 - Directions prohibiting or restricting access to, or activities on, a site or | Aboriginal Affairs and Reconciliation in AGD has no record of any direction affecting this title |

an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

3. **Burial and Cremation Act 2013**

- 3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

- 4.1 section 5 - Notice requiring payment

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

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

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

State Planning Commission in the Department for Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment has no record of any notice affecting this title

- | | | |
|------|--|---|
| 5.10 | section 84 - Enforcement notice | State Planning Commission in the Department for Trade and Investment 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 Trade and Investment has no record of any conditions that continue to apply, affecting this title |
| | | also |
| | | Contact the Local Government Authority for other details that might apply |
| 5.12 | Part 11 Division 2 - Proceedings | Contact the Local Government Authority for other details that might apply |
| | | also |
| | | Contact the vendor for these details |

6. Repealed Act conditions

- | | | |
|-----|---|---|
| 6.1 | Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1966</i> (repealed) | State Planning Commission in the Department for Trade and Investment 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 |
| | | <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> |

7. Emergency Services Funding Act 1998

- | | | |
|-----|---------------------------------|--|
| 7.1 | section 16 - Notice to pay levy | <p>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.</p> <p>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</p> |
|-----|---------------------------------|--|

8. Environment Protection Act 1993

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

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

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

17. *Land Acquisition Act 1969*

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

18. *Landscape South Australia Act 2019*

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

Act

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

19. **Land Tax Act 1936**

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

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

20. **Local Government Act 1934 (repealed)**

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

21. **Local Government Act 1999**

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

22. **Local Nuisance and Litter Control Act 2016**

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

23. **Metropolitan Adelaide Road Widening Plan Act 1972**

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

24. **Mining Act 1971**

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

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

25. *Native Vegetation Act 1991*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 29.1 Part 5 - Planning and Design Code
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]
- Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated.
- also
- Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title
- also
- For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority
- also
- Contact the Local Government Authority for other details that might apply to a place of local heritage value
- also
- For details of declared significant trees affecting this title, contact the Local Government Authority
- also
- Code Amendment**
- O'Sullivan Beach - proposed amendment seeks to rezone two vacant allotments of approximately 6 hectares, from Strategic Employment Zone to General Neighbourhood Zone, to allow for low to medium density residential development. For more information please refer to the 'Code Amendments' page on the PlanSA portal: or contact the City of Onkaparinga Council.**
- Code Amendment**
- Hackham Code Amendment - seeks to rezone approx. 235 hectares of largely rural land in Hackham and Old Noarlunga as Master Planned Neighbourhood Zone. The affected land is located along Hepenstal Rd, Gates Rd, River Heights Rise, Church Hill Rd, Patapinda Rd, Piggott Range Rd & Main South Rd. Please refer to the 'Code Amendments' page on PlanSA portal: or contact the City of Onkaparinga.**
- Code Amendment**
- Miscellaneous Technical Enhancement - proposes a series of technical amendments which aim to enhance the general performance & operation of the Planning & Design Code (the Code). It is primarily focused on addressing technical & operational elements within the Code, as opposed to changing policy intent or outcomes. For more information, refer to the 'Code Amendments' page on PlanSA portal: https://plan.sa.gov.au/have_your_say/ or phone 1800752664.**
- Code Amendment**
- Thaxted Park Golf Course - proposes to rezone two areas of the existing Thaxted Park Golf Course land from the 'Recreation Zone' to the 'General Neighbourhood Zone', to support low-rise (one and two storey) residential development. For more information, refer to the 'Code Amendments' page on PlanSA portal: https://plan.sa.gov.au/have_your_say/ or phone 1800752664.**
- 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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
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31. **Public and Environmental Health Act 1987 (repealed)**

- 31.1 Part 3 - Notice
Public Health in DHW has no record of any notice or direction affecting this title
also
Contact the Local Government Authority for other details that might apply
- 31.2 *Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)* (revoked) Part 2 - Condition (that continues to apply) of an approval
Public Health in DHW has no record of any condition affecting this title
also
Contact the Local Government Authority for other details that might apply
- 31.3 *Public and Environmental Health (Waste Control) Regulations 2010* (revoked) regulation 19 - Maintenance order (that has not been complied with)
Public Health in DHW has no record of any order affecting this title
also
Contact the Local Government Authority for other details that might apply

32. **South Australian Public Health Act 2011**

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

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

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

34. **Water Industry Act 2012**

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

35. **Water Resources Act 1997 (repealed)**

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

36. Other charges

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

Refer to the Certificate of Title

also

Contact the vendor for these details

also

Contact the Local Government Authority for other details that might apply

Other Particulars

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

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

Additional Information

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

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

Notices

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

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

Building restrictions

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

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

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

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

Statutory easements

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

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

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

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

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

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

Land Tax Act 1936 and Regulations thereunder

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

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

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

Information should be obtained from:

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

Landscape South Australia 2019

Water Resources Management - Taking of underground water

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

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

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

Certificate of Title

Title Reference: CT 5844/801
Status: CURRENT
Edition: 5

Dealings

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

Priority Notices

NIL

Registrar-General's Notes

No Registrar-General's Notes exist for this title

REAL PROPERTY ACT, 1886



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



Certificate of Title - Volume 5844 Folio 801

Parent Title(s) CT 5827/194, CT 5827/195
Creating Dealing(s) RTC 9027250
Title Issued 03/04/2001 Edition 5 Edition Issued 11/12/2020

Estate Type

FEE SIMPLE

Registered Proprietor

BNAF PTY. LTD. (ACN: 606 019 309)
OF 43 HILL STREET MITCHAM SA 5062

Description of Land

ALLOTMENT 26 DEPOSITED PLAN 56426
IN THE AREA NAMED SELLICKS BEACH
HUNDRED OF WILLUNGA

Easements

NIL

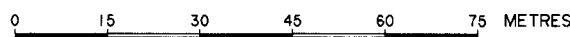
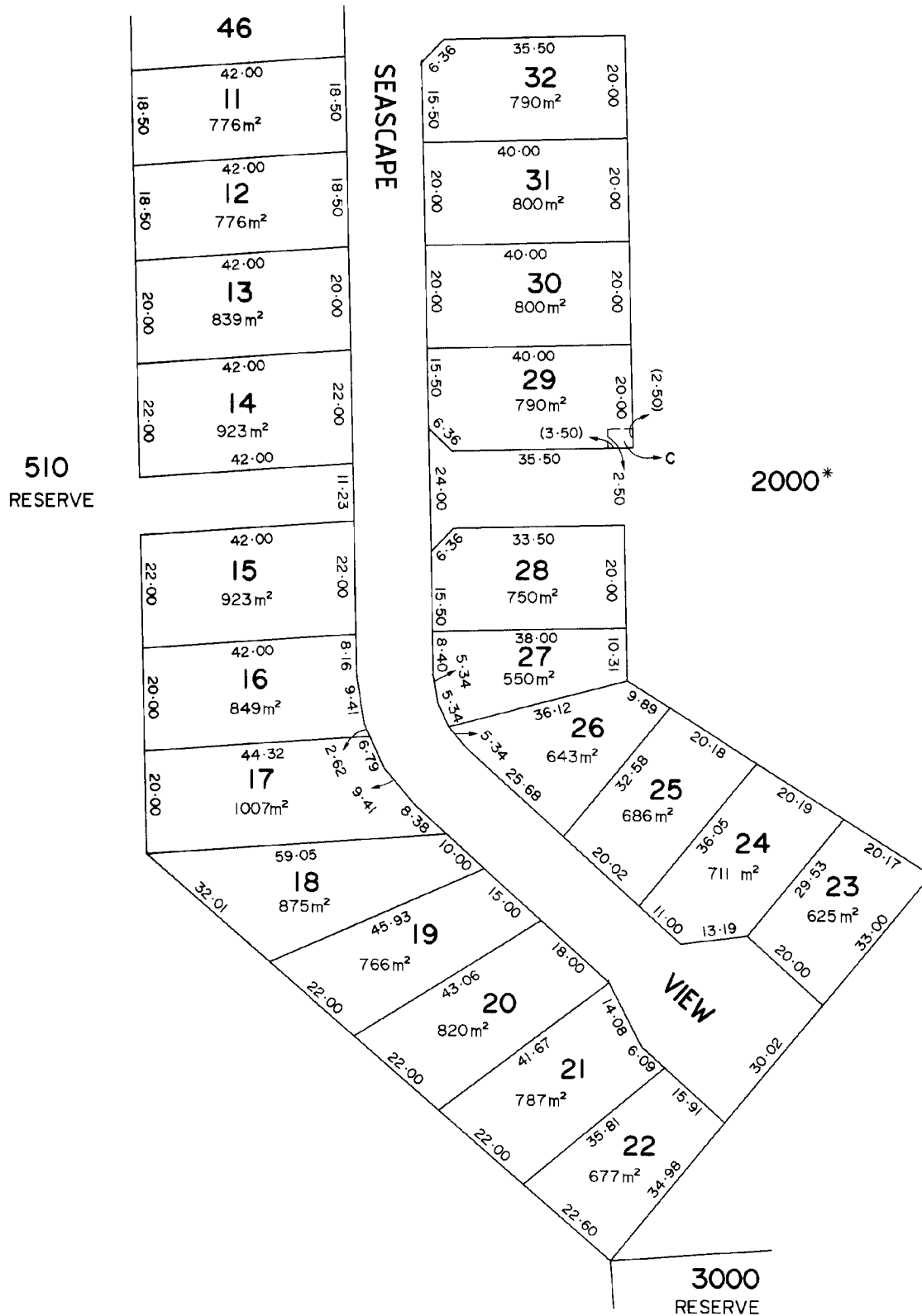
Schedule of Dealings

Dealing Number	Description
8853671	AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2)
13423699	ENCUMBRANCE TO ENCUMBRANCE CO. PTY. LTD. (ACN: 086 414 628)

Notations

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

*** ASTERISK DENOTES PIECE IDENTIFIER ONLY.
 NOTE: ALL REMAINING PARCELS ARE EACH AN ALLOTMENT**



Certificate of Title

Title Reference CT 5844/801
Status CURRENT
Easement NO
Owner Number 7120641*
Address for Notices 43 HILL ST MITCHAM, SA 5062
Area 643m² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

BNAF PTY. LTD. (ACN: 606 019 309)
OF 43 HILL STREET MITCHAM SA 5062

Description of Land

ALLOTMENT 26 DEPOSITED PLAN 56426
IN THE AREA NAMED SELICKS BEACH
HUNDRED OF WILLUNGA

Last Sale Details

Dealing Reference TRANSFER (T) 13423698
Dealing Date 07/12/2020
Sale Price \$0
Sale Type NO MONETARY CONSIDERATION

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
AGREEMENT	8853671	
ENCUMBRANCE	13423699	ENCUMBRANCE CO. PTY. LTD. (ACN: 086 414 628)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
1312974503	CURRENT	39 SEASCAPE VIEW, SELICKS BEACH, SA 5174

Notations

Dealings Affecting Title

NIL

Notations on Plan

NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	1312974503
Type	Site & Capital Value
Date of Valuation	01/01/2022
Status	CURRENT
Operative From	01/07/2001
Property Location	39 SEASCAPE VIEW, SELICKS BEACH, SA 5174
Local Government	ONKAPARINGA
Owner Names	BNAF PTY. LTD.
Owner Number	7120641*
Address for Notices	43 HILL ST MITCHAM, SA 5062
Zone / Subzone	SN - Suburban Neighbourhood\\
Water Available	Yes
Sewer Available	No
Land Use	1100 - House
Description	7HDGVDECK
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
D56426 ALLOTMENT 26	CT 5844/801

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$310,000	\$650,000			
Previous	\$260,000	\$500,000			

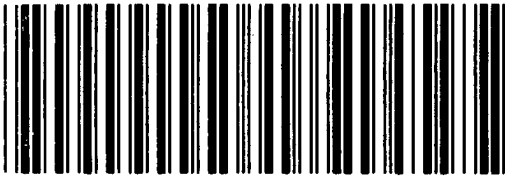
Building Details

Valuation Number	1312974503
Building Style	Contemporary
Year Built	2010
Building Condition	Very Good
Wall Construction	Iron
Roof Construction	Corrugated Cement Sheet
Equivalent Main Area	232 sqm
Number of Main Rooms	7

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

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

8853671



FORM APPROVED BY THE REGISTRAR-GENERAL

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1986

Solicitor/Registered Conveyancer/Applicant

G. MANOS

BELOW THIS LINE FOR OFFICE USE ONLY

Date	14 MAR 2000	Time	13:25
FEES			
R.G.O.	POSTAGE	ADVERT	NEW C.T.
82	6		

CT 5688/959 and 960 are subject to X 8742152 and 8742151 respectively - the notation of this AG may proceed in this instance after consultation with Don Macintosh (CRO) ^{Post} 13.4.2000

01

EXAMINATION

CORRECTION	PASSED
	Q

BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

Lodged by: Manos & Assoc. MAP7P

Correction to: " " "

TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

-
-
-
-
-

Assessor

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

-
-
-
-
-

Series No

AG

NOTES

- This form may be used only when no panel form is suitable.

00.9 14MAR1900 160092006L.T.O.

82.00 14MAR1900 160092005L.T.O.

DELIVERY INSTRUCTIONS (Agent to complete)
PLEASE DELIVER THE FOLLOWING ITEM(S) TO
THE UNDERMENTIONED AGENT(S)

ITEM CT/CL REF.	AGENT CODE
CTS	MAP7P

REGISTERED 13 APR 2000



proREGISTRAR GENERAL

Application to Note Land Management Agreement under s57 of the Development Act

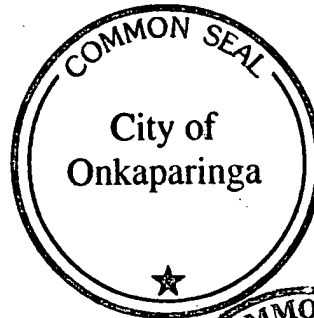
TO: THE REGISTRAR GENERAL

CITY OF ONKAPARINGA of PO Box 1 Noarlunga Centre SA 5168 does pursuant to the provisions of Section 57(5) of the Development Act 1993 HEREBY APPLY FOR THE REGISTRATION of the attached Land Management Agreement pursuant to the provisions of Section 57 of the said Act which Land Management Agreement is dated the *10* day of *March* 2000 and made between CITY OF ONKAPARINGA of the first part and R & L GIROLAMO PTY LTD ACN 007 981 553 of 40 Gladstone Avenue, Magill SA 5072 and ORIANA NOMINEES PTY LTD ACN 007 800 428 C/- 1/57 Northcote Street, Medindie SA 5081 and DOMAIN PROJECT DEVELOPMENT PTY LTD ACN 008 202 757 of 2 Majestic Grove, Highbury SA 5089 and PINLEE PTY LTD ACN 008 182 572 of 100 Rundle Street, Kent Town SA 5067 collectively of the second part and which Agreement binds the whole of the land comprised in Certificates of Title Register Book Volume 4227 Folio *620* Volume *4227* Folio *421* and Volume 4227 Folio *622*. *— Now 5088 - 959*
The Agreement relates to the management of the land for the purposes of Section 57 of the said Act.

Now 5088-960
The Common Seal of CITY OF ONKAPARINGA)
was hereto affixed in the presence of :

[Signature]
..... Mayor

[Signature]
..... City Manager



THE COMMON SEAL of
R & L GIROLAMO PTY LTD
ACN 007 981 553 was hereunto affixed in accordance
with its articles of association:

[Signature]
.....
Signature of authorised person

[Signature]
.....
Signature of authorised person

Director
.....
Office Held

G. Girolamo
.....
Name of authorised person
(Block letters)

SECRETARY
.....
Office Held
G. GIROLAMO.
.....
Name of authorised person
(Block letters)

**THE COMMON SEAL of
ORIANA NOMINEES PTY LTD**

ACN 007 800 428 was hereunto affixed in accordance
with its articles of association:

[Signature]
Signature of authorised person

DIRECTOR
Office Held

EMANUELA G. LONGO
Name of authorised person
(Block letters)



[Signature]
Signature of authorised person

DIRECTOR / CEE
Office Held

NICOLA LONGO
Name of authorised person
(Block Letters)

**THE COMMON SEAL of
DOMAIN PROJECT DEVELOPMENT PTY LTD**

ACN 008 202 757 was hereunto affixed in accordance
with its articles of association:

[Signature]
Signature of authorised person

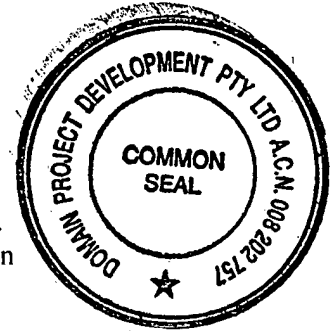
Director
Office Held

CHRISTOPHER JOHN WICKS
Name of authorised person
(Block letters)

[Signature]
Signature of authorised person

DIRECTOR / SEC.
Office Held

KIM ANTHONY BURKE
Name of authorised person
(Block letters)



**THE COMMON SEAL of
PINLEE PTY LTD**

ACN 008 182 572 was hereunto affixed in accordance
with its articles of association:

[Signature]
Signature of authorised person

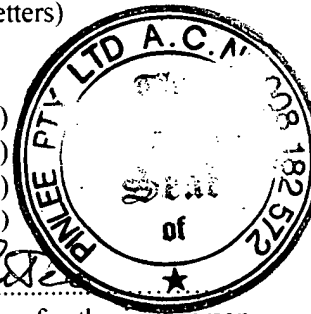
SEC / DIRECTOR
Office Held

Lelio Bibbo
Name of authorised person
(Block letters)

[Signature]
Signature of authorised person

DIRECTOR
Office Held

MARIO PITEO
Name of authorised person
(Block letters)



THIS DEED is made the 10 day of March 2000.

BETWEEN:

CITY OF ONKAPARINGA of PO Box 1, Noarlunga SA 5168
in the State of South Australia (the Council)

AND:

R & L GIROLAMO PTY LTD ACN 007 981 553
of 40 Gladstone Avenue, Magill SA 5072
in the State of South Australia

S.A. STAMP DUTY PAID
ORIGINAL with 0 copies
14/03/2000 13:07:58
DEED

AND:

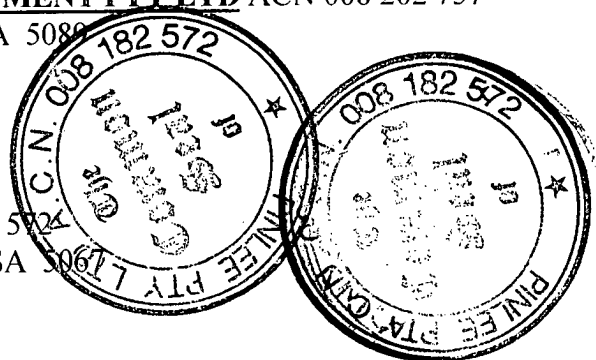
ORIANA NOMINEES PTY LTD ACN 007 800 428
C/- 1/57 Northcote Street, Medindie SA 5081
in the State of South Australia

AND:

DOMAIN PROJECT DEVELOPMENT PTY LTD ACN 008 202 757
of 2 Majestic Grove, Highbury SA 5089
in the State of South Australia

AND:

PINLEE PTY LTD ACN 008 182 572
of 100 Rundle Street, Kent Town SA 5067
in the State of South Australia



(collectively the Landowners)

RECITALS

- A. Pinlee Pty Ltd ACN 008 182 572 is the registered proprietor of allotment 29 of Section 652 Hundred of Willunga in the area named Sellicks Beach being the land comprised in Certificate of Title Register Book Volume 4227 Folio 620. Domain Project Development Pty Ltd ACN 008 202 757 of 2 Majestic Grove Highbury is the registered proprietor of allotment 30 of Section 652 Hundred of Willunga in the area named Sellicks Beach being the land comprised in Certificate of Title Register Book Volume 4227 Folio 621. R & L Girolamo Pty Ltd ACN 007 981 553 is the registered proprietor of one undivided moiety in allotment 31 of Section 652 Hundred of Willunga in the area named Sellicks Beach being the land comprised in Certificate of Title Register Book Volume 4227 Folio 622. Oriana Nominees Pty Ltd ACN 007 800 428 is the registered proprietor of the other undivided moiety in allotment 31 of Section 652 Hundred of Willunga in the area named Sellicks Beach being the land comprised in Certificate of Title Register Book Volume 4227 Folio 622. Pinlee Pty Ltd ACN 008 182 572, Domain Project Development Pty Ltd ACN 008 202 757, R & L Girolamo Pty Ltd ACN 007 981 553 and Oriana Nominees Pty Ltd ACN 007 800 428 are hereinafter called "the Landowners". Allotments 29, 30 and 31 of Section 652 Hundred of Willunga in the area named Sellicks Beach are hereinafter called "the land".

- B. The land is situate in the area of the Council.
- C. By Development Application No. 130/DO16/95 ("the Application"), Prodec Pty Ltd ACN 008 041 996 of 2 Majestic Grove Highbury SA Project Manager and Land Developer (Prodec) (with the consent of the then landowners) sought Provisional Development Plan Consent from the then Willunga Council to develop the land by creating an additional 114 allotments in accordance with a plan drawn by Fyfe Surveyors Pty Ltd dated 15 June, 1995. Prodec has since lodged in substitution for the plan lodged with the Application various amended plans, the last of which is annexed hereto and marked "A" ("the Plan").
- D. The Council is the relevant authority in relation to the Application pursuant to the provisions of the Development Act, 1993 ("the Act").
- E. The Landowners have agreed to allow the development of portion of the land by Prodec in accordance with a certain Joint Venture Agreement between the Landowners and Prodec and to undertake the works shown on the Plan.
- F. Prodec has agreed to enter into a separate Deed with the Council whereby it has agreed to comply in all respects with the obligations imposed on it in this Land Management Agreement whether such obligations are joint or several with the Landowners as if Prodec itself were a party to the Land Management Agreement.
- G. Upon the noting of this Agreement against all of the Certificates of Title set out in Recital A in accordance with Section 57 of the Act, the Council has indicated it will consider the Application and the Plan and take into account this Agreement in considering the Application.
- H. This Agreement is an Agreement relating to the management, preservation and conservation of the land pursuant to Section 57 of the Act.

NOW THIS DEED WITNESSES

1. INTERPRETATION

1.1 Definitions

In this document, unless the context otherwise requires:

"the Act" means the Development Act, 1993 or, if the Development Act, 1993 is repealed and there comes into force a new Act dealing with substantially the same subject matter as the Development Act, 1993, such new Act or its successors and in any case includes statutory instruments made under those Acts. Where in any part of this Agreement a Section is cited, then if the Development Act 1993 is repealed, that Section number shall be taken to mean that Section of the Act which succeeds the Development Act 1993 which deals with substantially the same subject matter as the Section cited;

"development approval" means that approval or any component stage of that approval granted by the relevant authority to the Application after a consent has been granted in respect of the matters listed in Section 33 of the Act insofar as they are relevant to the development the subject of the Application;

"the Landowners" means R & L Girolamo Pty Ltd ACN 007 981 553, Oriana Nominees Pty Ltd ACN 007 800 428, Domain Project Development Pty Ltd ACN 008 202 757 and Pinlee Pty Ltd ACN 008 182 572;

"the Council" means the City of Onkaparinga and if the context permits means the District Council of Willunga (which Council amalgamated with the Cities of Happy Valley and Noarlunga so as to form the City of Onkaparinga) and its successors;

"the Plan" means the plan annexed hereto and marked "A";

"the Subsequent Owner" means any person(s) and/or company(ies) registered as the proprietor(s) of an estate in fee simple in the land or portion of the land (including a Residential Allotment) subsequent to the Landowners (or any of them), and if more than one, then all of them;

"Residential Allotment" means any of the allotments numbered 1 to 45, 48-53, 72-77, 79-87, 106-121 and 181-190 inclusive on the Plan.

1.2 Construction

In this document, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) an obligation of two or more parties shall bind them jointly or severally;
- (c) if a word or phrase is defined cognate words and phrases have corresponding definitions; and
- (d) a reference to
 - (i) a person includes a corporation and a body politic;
 - (ii) a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them made by any legislative authority;
 - (iii) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
 - (iv) a right includes a remedy, authority or power;

1.3 Headings

Headings shall be ignored in construing this document.

1.4 Accuracy of Recitals

The parties acknowledge that the Recitals are true and accurate and agree that they form part of this Agreement.

2. Stormwater and Drainage – Lot 3000

- 2.1. There is a gully/channel which from time to time carries stormwater adjacent to the southern boundary of the land (the channel). The channel is located partly in Lot 3000 and partly within Council's road reserve. The Council is investigating the flow of water carried in the channel including the catchment area for the channel.
- 2.2. The Council has indicated that it may require Lot 3000 for the purposes of a drainage reserve. As at the time of this Agreement Council is not able to say whether it requires all or any of Lot 3000 for drainage purposes until such time that it completes and adopts certain design works associated with the existing channel. However the Landowners have agreed to transfer Lot 3000 as a drainage reserve to the Council at no cost to the Council upon lodgement of the Deposited Plan at the Lands Title Office.
- 2.3. In the event that Council does not require any or all of Lot 3000 Council agrees (subject to Ministerial approval) to transfer back to the Landowners or their nominee at no cost to the Council all or that part of Lot 3000 not required by the Council for drainage purposes. In the event that Lot 3000 or any part thereof is transferred from the Council back to the Landowners or their nominee the Council agrees and acknowledges that the 3000 may be developed subject to obtaining all necessary consents under the Development Act.
- 2.4. Council agrees that 50% of the area of Lot 3000 shall be treated as a reserve for the purposes of any open space contribution required under the Development Act in respect of any application(s) that may be made to further divide the balance of the land not shown as Residential Allotments on the Plan.

3. Effluent/sewage treatment

- 3.1. Subject to Clause 3.8, prior to the human occupation of any building on any portion of the land, and in any case within one year of the day upon which the Registrar-General deposits the Plan, the Landowners and/or Prodec must construct on Allotment 1002 on the Plan a package treatment plant for the treatment of effluent or sewage from the Residential Allotments ("the Plant"). The Plant must have the capacity to treat effluent or sewage from at least 3.5 people per created Residential Allotment on any day ("the capacity") provided that upon application by the Landowners and/or Prodec, the Council may in its absolute discretion permit the occupation of a building or buildings on the land at a time when the capacity of the plant is less than the finished capacity. Disinfection shall involve the use of artificial ultraviolet light or such other mutually acceptable processes.

- 3.2 The design and construction of the Plant shall be such so as to enable possible future connection to the Plant by other allotments within the land and/or from areas outside the land. In the event that the plant is to be used by allotments not forming portion of the land then all costs incurred to connect such land including any associated expansion of the Plant shall not be borne by either the Landowners or Prodec. However any cost associated with the modular increase in the capacity of the Plant for the purposes of servicing the allotments forming part of the land shall be borne by the Landowners as at the time of the modular increase.
- 3.3 Any treatment Plant shall include appropriate provision so as to minimise sludge removal frequency.
- 3.4 The Landowners and/or Prodec will provide a subsurface irrigation system from the Plant to enable the effective and safe distribution onto the areas specified on the Plan and at a discharge rate of 4.5 litres per square metre per day continuously throughout the year.
- 3.5 Upon completion of the Plant the Landowners and/or Prodec shall own and operate the plant for a period of 5 years at their cost. However the parties agree that Council may in its discretion serve a Notice on the Landowners requiring the Landowners to transfer the Plant and Allotment 1002 on the Plan to the Council at no cost to the Council and for nil consideration. Such Notice is to be given by the Council prior to the construction of the Plant. In the event Notice is given and the Plant transferred to the Council, the Council shall operate and maintain the plant for the benefit of the Residential Allotments. In that event the Landowners and/or Prodec further agree that for a period of five (5) years from the commencement of the operation of the Plant it will reimburse the Council on an annual basis for any costs that the Council incurs in so operating the plant which costs cannot reasonably be recovered from any rates and charges that the Council levies from those owners of the Residential Allotments. The Council agrees that the amount it will charge any owner of the land including any subsequent owner for the use of the Plant shall be a proper amount that is commercially based having regard to the commercial cost of operating the Plant.
- 3.6 Prior to the human occupation of any building on any portion of the land, the Landowner or the relevant subsequent owner of that land and building to be so occupied shall ensure that that land is connected to a common effluent or sewage disposal system for the conveying of effluent or sewage to the Plant shown on the Plan. In this respect it is expressly agreed that this obligation may be imposed on the subsequent owner of the land or portion thereof including any Residential Allotments.
- 3.7 Allotments 1003 & 1004 shall be transferred to the Council by the Landowners at no cost to the Council which allotments shall be used for the purposes of waste water irrigation. Such transfer is to take place simultaneously with the transfer of the plant.
- 3.8 In the event that alternative suitable off site effluent or sewage treatment (and in

particular the Aldinga Waste Water Treatment Plant) becomes available prior to establishing the plant, then the Landowners shall pay to the Council the sum of \$140,000 which sum is to be applied for the purposes of connecting the residential allotments to the alternative off site effluent treatment or sewage the Council shall transfer Allotments 1003 & 1004 back to the Landowners or their nominee at no cost to the Council.

- 3.9 Further in the event that the plant is established but its use is no longer necessary by reason of the availability of alternative suitable off site effluent or sewage treatment, the Council shall transfer Allotments 1003 & 1004 back to the Landowners or their Nominee at no cost to the Council.
- 3.10 In the event that Allotments 1003 & 1004 are transferred to the Landowners pursuant to either Clauses 3.8 or 3.9 the Council agrees and acknowledges that the said allotments may be developed subject to obtaining all necessary consents under the Development Act.

4 Urban Design Principles for Dwellings on Residential Allotments

- 4.1 No building or structure (including those sheds and outbuildings which are exempt from the definition of development pursuant to Schedule 3 of the Development Regulations 1993) shall be constructed on any Residential Allotment unless such building or structure complies with the following criteria:-
- 4.1.1 There shall be at least a 1 metre setback from one side boundary.
 - 4.1.2 No aerials TV antennae or roof airconditioner shall protrude above the ridge roof line. (It is acknowledged that aerials TV antennae and airconditioners are exempt from the definition of development in the Act but the parties have agreed to this clause so as to enhance the amenity of the Residential Allotments.)
 - 4.1.3 There shall be at least a 4 metre setback from the front or coastal boundary of Allotment 1 – 22 inclusive. Nothing herein shall prevent the establishment of patio areas or ground level decking etc within this area.
- 4.2 As regards those Residential Allotments marked 1-22 inclusive on the Plan the Landowners shall within 6 months of the issue of the Section 51 certificate establish tubular type fencing or other suitable open style fencing acceptable to the Council facing the coast which fencing shall not exceed 1.2 metres in height. All such fencing shall be consistent and of the one type. The Landowners and any subsequent owners are required to maintain the said fence.
- 4.3 The Landowners shall within 3 months of the issue of the Section 51 certificate at its cost:-
- 4.3.1 Establish a rural type fence (ie post and wire) on the western boundary of the land
 - 4.3.2 Establish not more than two access points and to a construction standard acceptable to Council from the land to the beach in such positions as reasonably determined by the Council.

5. **Underground services**

The Landowners must cause all services to be placed underground including but not limited to electricity and telecommunication services.

6. **Cost of works**

The Council shall not be responsible for the payment of any portion of the cost of any of the works provided for in this Agreement unless otherwise expressly provided for.

7 **Additional requirements and Obligations of Prodec**

7.1 The requirements of this Agreement are at all times to be construed as additional to the requirements of the Act and any other legislation affecting development of the land.

7.2 The parties acknowledge that certain obligations in this agreement are imposed jointly on the Landowners and Prodec. As Prodec is not the owner of any of the land Prodec has entered into a separate agreement with the Council ensuring that wherever required it will comply with the obligations imposed on it by this Agreement.

8 **Right of Inspection**

The Council and any employee or agent of the Council authorised by the Council may at any reasonable time enter into and upon the land for the purpose of:

- 8.2 inspecting the land and any building on the land;
- 8.3 exercising any other powers of the Council under this Agreement.

9 **Notice to remedy**

If the Landowners, or any of them, or any Subsequent Owner is in breach of this Agreement the Council may by notice in writing served on the party or parties in breach of this Agreement, require such party to remedy the breach within such time nominated by the Council in the notice (being not less than 14 days of the date of the service of the notice) and if such party fails to remedy the breach, the Council or its servants or agents may carry out the requirements of the notice and in so doing perform any necessary works upon the land and recover any costs thereby incurred from the party in breach as a debt due and owing to the Council.

10 **Right to remove**

If in a notice referred to in the preceding paragraph the Council requires removal of anything from the land which may include but shall not be limited to a building or material of any kind the Council and its servants or agents are hereby authorised and empowered to remove the said thing or things from the land and dispose of it or them in any manner determined by the Council.

11 Delegation

The Council may delegate any of the Council's powers under this Agreement to any person.

12 Giving of notice

A notice shall for the purpose of this Agreement be properly served on any person or entity bound by this Agreement if it is:

- (i) posted to the person or entities last address known to the Council in which event it will be deemed to have been received on the day after posting;
- (ii) affixed to a prominent position on the land.

13 Registration

- 13.1 The Landowners shall make application, and each party shall perform such acts and execute such documents as shall be necessary to ensure that this Agreement is noted against the Certificates of Title set out in Recital A of this Agreement pursuant to Section 57(5) of the Act.
- 13.2 The cost of preparation of this Agreement, stamp duty, and all things necessary to have this Agreement noted against the Certificates of Title set out in Recital A of this Agreement, shall be borne by the Landowners.
- 13.3 The Landowners warrant that as at the date of this Agreement no other party has a legal or equitable interest in the land (other than Prodec in accordance with the Joint Venture Agreement referred to in Recital E).

14 Variation

Any variation to this Agreement shall be in writing and attested to by the parties in writing.

15 Waiver

The Council may waive compliance by the Landowners or any Subsequent Owner with the whole or any part of the obligations on the part of the Landowners or any Subsequent Owner herein contained provided that no such waiver will be effective unless expressed in writing and executed by Council.

16 Rescission

In the event that a development approval is granted in relation to the Application, and such development approval is subsequently cancelled, or lapses without being implemented, Council agrees, upon receipt of a request by the Landowners or a Subsequent Owner, to rescind this Agreement and to consent to the making by the Registrar-General of a note of the rescission on the Certificates of Title to the land, at the cost in all things to the Landowners.

17 Severance

- 17.1 If a provision of this Agreement is void or voidable or unenforceable but would not be void or voidable or unenforceable if it were read down and is capable of being read down it shall be read down accordingly.
- 17.2 If not withstanding sub-clause 17.1 hereof, a provision of this Agreement is still void or voidable or unenforceable:
 - 17.2.1 if the provisions would not be void or voidable or unenforceable as aforesaid if a word or words were omitted therefrom, that word or those words (as the case may be) are hereby severed;
 - 17.2.2 if necessary, the whole provision is hereby severed; and the remainder of this Agreement has full force and effect.

EXECUTED unconditionally by the parties as a Deed and as an Agreement pursuant to the provisions of Section 57 of the Development Act, 1993.

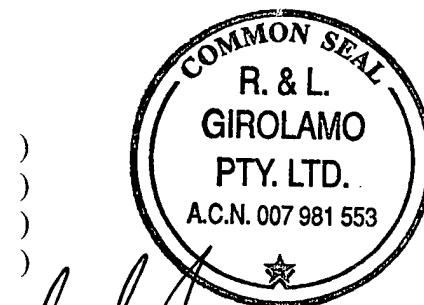
THE COMMON SEAL of
CITY OF ONKAPARINGA
was hereunto affixed in the presence of:



.....
Mayor

.....
City Manager

THE COMMON SEAL of
R & L GIROLAMO PTY LTD
ACN 007 981 553 was hereunto affixed in accordance
with its articles of association:



.....
Signature of authorised person

.....
Signature of authorised person

.....
Director
Office Held

.....
SECRETARY
Office Held

.....
G. Girolamo
Name of authorised person (Block Letters)

.....
G. GIROLAMO.
Name of authorised person (Block letters)

**THE COMMON SEAL of
ORIANA NOMINEES PTY LTD**

ACN 007 800 428 was hereunto affixed in accordance with its articles of association:

.....
Signature of authorised person

.....
Office Held

.....
Name of authorised person (Block Letters)



)
)
)
)
.....
Signature of authorised person

.....
Office Held

.....
Name of authorised person (Block letters)

**THE COMMON SEAL of
DOMAIN PROJECT DEVELOPMENT PTY LTD**

ACN 008 202 757 was hereunto affixed in accordance with its articles of association:

.....
Signature of authorised person

.....
Office Held

.....
Name of authorised person (Block letters)



)
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Signature of authorised person

.....
Office Held

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Name of authorised person (Block letters)

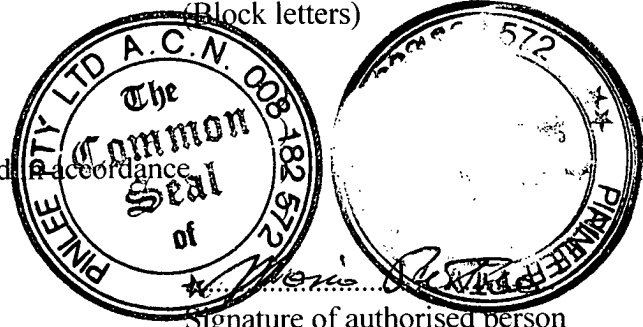
**THE COMMON SEAL of
PINLEE PTY LTD**

ACN 008 182 572 was hereunto affixed in accordance with its articles of association:

.....
Signature of authorised person

.....
Office Held

.....
Name of authorised person (Block letters)



)
)
)
)
.....
Signature of authorised person

.....
Office Held

.....
Name of authorised person (Block letters)

PROPOSED LAND DIVISION
 LOTS 29, 30 and 34 IN DP 12798
 OF PART SECTION 652
 HUNDRED OF WILLINGBA
 in the area named
SELICKS BEACH

SCALE 1:10000
 0 25 50 75 100

CT REFERENCES: 427/620, 621 & 622

SUBDIVISION STATISTICS
 TOTAL AREA 33.428 Ha
 NO. OF PASTING LOTS 2 (including 1 others)
 RESERVE AREA 4.437 Ha
 DRAINAGE RESERVE 2.895 Ha
 LENGTH OF ROAD 1830 metres
 ALL DIMENSIONS AND AREAS ARE
 SUBJECT TO SURVEY

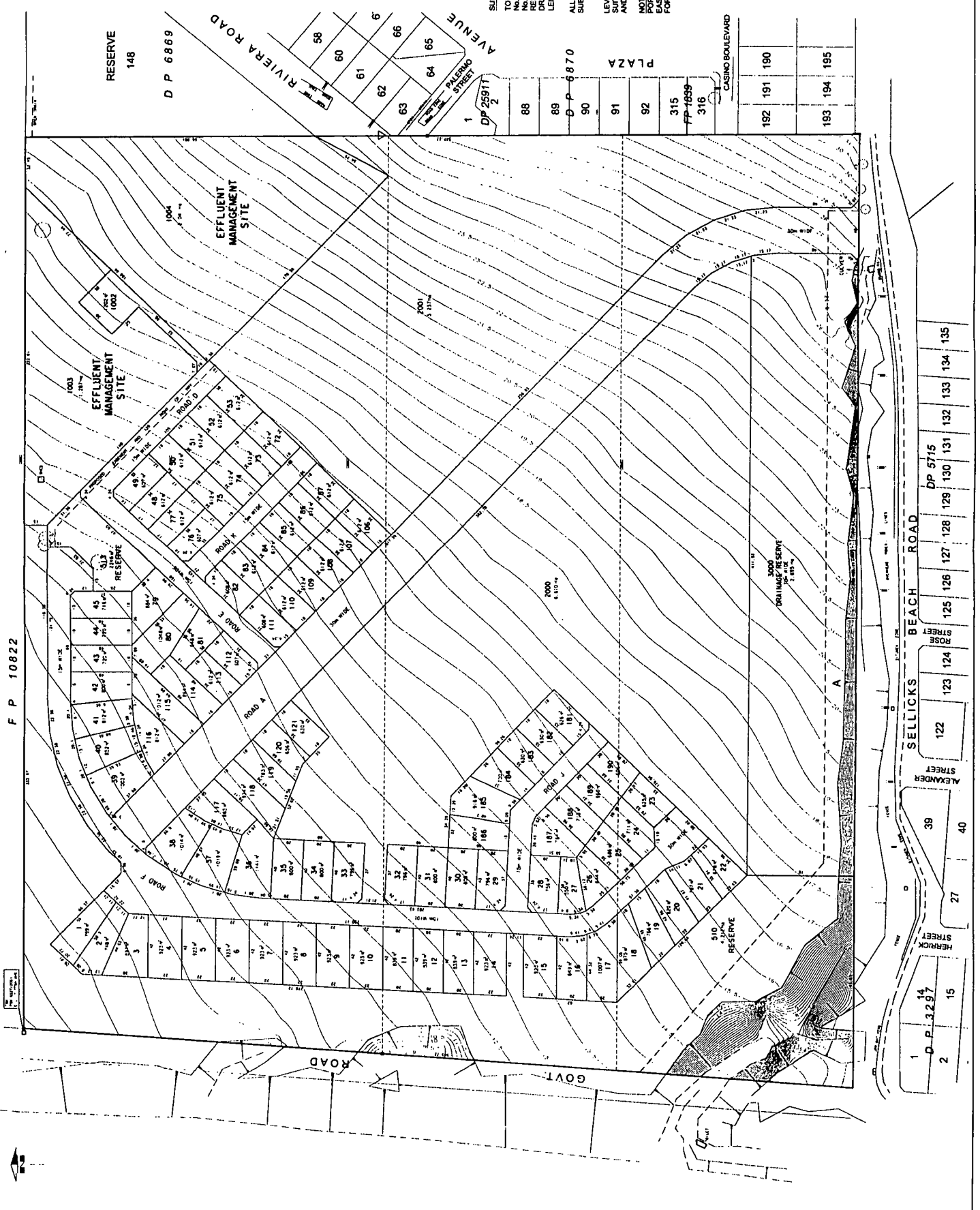
LEVELS AND CONTOURS SHOWN ON THIS PLAN ARE
 SUITABLE ONLY FOR SUBDIVISION PLANNING PURPOSES
 AND ARE NOT TO BE USED FOR ANY DESIGN ACTIVITIES
 NOTE
 PORTION MARKED A HEREON IS SUBJECT TO AN EXISTING
 EASEMENT TO THE DISTRICT COUNCIL OF WILLINGBA
 FOR DRAINAGE PURPOSES.

Vouched for in accordance with Regulation 15 (1)(A)
 of the Development Regulations 1993

Licensed Surveyor

1	DATE	1/9/99
2	REVISION	AS PER PLAN
3	PROJECT MANAGER	DAVID J. BIRCH
4	PROJECT SURVEYOR	DAVID J. BIRCH
5	DATE OF PLAN	14/9/99

Project: Subdivision Plan
 Project Manager: David J. Birch
 Project Surveyor: David J. Birch
 Date of Plan: 14/9/99



F P 10822

RESERVE
148

D P 6869

AVENUE
DP 25911

D P 6870

PLAZA

CASINO BOULEVARD

192 191 190

193 194 195

1
D.P. 3297
2

14 15

27 39 40

ALEXANDER STREET

122 123 124

ROSE STREET

125 126 127 128 129 130 131 132 133 134 135

BEACH ROAD

DP 5715

E 13423699

Lodged: 07 December 2020 12:20:03 PM

4 OF 4

Form M2

Version 39.13

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

Registered: 11 December 2020 01:40:43 PM



ENCUMBRANCE

Responsible Subscriber: SCHREIBER CONVEYANCING (EL - PEXA) (E100059)
Reference: E00110 E

ELN Lodgement Case ID: 205535449
ELN Workspace ID: 5313576

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

ESTATE AND/OR INTEREST BEING ENCUMBERED

FEE SIMPLE

LAND DESCRIPTION

THE WHOLE OF THE LAND IN CT VOLUME 5844 FOLIO 801

ENCUMBRANCER (Full name and address)

BNAF PTY LTD ACN 606019309 OF 43 HILL ST MITCHAM SA 5062

ENCUMBRANCEE (Full name, address and mode of holding)

ENCUMBRANCE COMPANY PTY. LTD. ACN 086414628 OF L 1 46 GREENHILL RD WAYVILLE SA 5034

THE ENCUMBRANCER ENCUMBERS THE ESTATE AND INTEREST IN THE LAND DESCRIBED FOR THE BENEFIT OF THE ENCUMBRANCEE WITH AN ANNUITY OR RENT CHARGE OF TEN CENTS (\$0.10) IF DEMANDED TO BE PAID TO THE ENCUMBRANCEE ANNUALLY AT THE TIMES AND IN THE MANNER FOLLOWING COMMENCING 01 JULY 2021 FOR A PERIOD OF 99 YEARS

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE in accordance with those terms and conditions expressed below

TERMS AND CONDITIONS OF THIS ENCUMBRANCE

(a) Document Reference

(b) Additional terms and conditions

Refer to Covenants

DATED 07 DECEMBER 2020

CERTIFICATION

Encumbrancer

The Certifier has taken reasonable steps to verify the identity of the encumbrancer or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Julie Anne Schreiber

Practitioner Certifier

For: SCHREIBER CONVEYANCING

On behalf of: BNAF PTY LTD

Encumbrancee

The Certifier has taken reasonable steps to verify the identity of the encumbrancee or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Corrinne Ann Dewhurst

Practitioner Certifier

For: NORTH EAST CONVEYANCERS

On behalf of: ENCUMBRANCE COMPANY PTY. LTD.

This is a representation of an instrument that was electronically lodged

The Encumbrancer (which expression includes, when "the Encumbrancer" is a corporate body, its successors and assigns, and when "the Encumbrancer" is a person that person's heirs executors administrators and transferees and, where there is more than one corporate body and/or person comprised in the expression all of them jointly and each of them severally and the respective successors assigns heirs executors administrators and transferees of all of them) HEREBY ENCUMBERS the said land as part of and for the benefit the owners from time to time of the land in or derived from Allotments 501, 502, 503 and 504 in Deposited Plan No. 55025 from which the subject allotment forms part and for the benefit of the Encumbrancee (which expression includes the Encumbrancee's respective successors and assigns) subject however to the encumbrances as shown hereon, and covenants with the Encumbrancee in addition and without prejudice to the covenants on the part of the Encumbrancer and the powers rights and remedies of the Encumbrancee as Encumbrancee implied herein under and by virtue of the provisions of the Real Property Act 1886 (as amended) thereof for the time being in force except insofar as the same are hereby expressed or implied varied negated or modified as follows-

In consideration of the Encumbrancee agreeing to administer the terms and conditions of this encumbrance, (subject always to the Encumbrancee being entitled to recover its costs in the event of it being required to undertake any action in connection with the enforcement of the terms and conditions of this encumbrance), the Encumbrancer will pay to the Encumbrancee the sum of TEN CENTS (\$0.10) if demanded on the 1st day of July next and each succeeding 1st day of July provided that the Encumbrancee shall not demand payment of the said amount if and so long as the Encumbrancer and the Encumbrancer's successors in title shall duly perform and observe all the covenants terms and conditions herein set forth (and the burden of providing such performance and observance shall be with the Encumbrancer) and provided always that none of the foregoing provisions shall in any way effect or prejudice the rights of the Encumbrancee to an injunction to restrain any breach of the covenants terms and conditions herein set forth or to damages for such breach.

1. The Encumbrancer shall not erect or cause to be erected any improvements on the Allotment without the written consent of the Encumbrancee or its nominated representative. Improvements on the land are required to comply with the Building Guidelines shown on Annexure "A" attached.
2. It is hereby agreed by and between the Encumbrancee and the Encumbrancer that:-
 - a. in the event that the Encumbrancer shall sell or agree to sell the estate or interest of the Encumbrancer in the said land the Encumbrancer shall obtain from the intending purchaser or transferee of the land the subject of the sale or transfer a binding agreement to execute and lodge for registration under the provisions of the Real Property Act 1886 (as amended) forthwith after the registration of the Memorandum of Transfer in respect of the said land the subject of the sale or transfer a Memorandum of Encumbrance containing the same or substantially similar covenants and other stipulations as are contained with the substitution of:
 - (i) the name and address and description of the intending purchaser or transferee of the said land or such part or portion thereof subject to the sale or transfer as Encumbrancer
 - (ii) a description of the said land subject to the sale or transfer in a form required for registration
 - (iii) such further or other consequential amendments as may be required for registration.
 - b. Subject to compliance with part a. of this clause, the Encumbrancer and the successors in title of the Encumbrancer shall be successively released and discharged from the payment of the said annuity and from the observance and performance of the covenants terms and conditions and other stipulation's herein contained and applied forthwith upon ceasing to be the registered proprietor of the said land to the extent that the said annuity and the covenants terms and conditions and other stipulation's shall be binding only upon the registered proprietor of the said land.
3. The Encumbrancee agrees that any Encumbrance made between the Encumbrancer and the Encumbrancee containing these or similar covenants and registered on the Certificate of Title may at the option of the Encumbrancee be temporarily withdrawn or substituted in order to allow a mortgage or other document priority and the Encumbrancer shall bear the costs in all things of the temporary withdrawal or substitution thereof.

4. The Encumbrancee reserves the right to fully discharge the Memorandum of Encumbrance at the request and cost of the Encumbrancer providing all of the relevant covenants have been complied with.
5. The Encumbrancer hereby indemnifies the Encumbrancee and agrees to keep it forever indemnified in respect of the whole of its costs and expenses of and incidental to the negotiations preparation stamping and registration of this encumbrance and the implementation of its terms.
6. Any notice or demand to be given to or made upon the Encumbrancer herein may be given or made by posting or delivering the same in writing signed by any officer or solicitor or agent for and on behalf of the Encumbrancee to or at the registered office for the time being of the Encumbrancer or (in the case the Encumbrancer for the time being is not a corporation), by posting or delivering the same so signed to or at the Encumbrancer's last known place of business or abode in South Australia and any notice posted under this Encumbrance shall be deemed to have been received in due course of post.
7. The Encumbrancee may from time to time in its absolute discretion modify waive or release any of the covenants and other stipulations expressed or implied in any Memorandum of Encumbrance or other instrument whatsoever relating to any other land in the same plan of division and whether the same were entered into or imposed before or at the same time as or after the date hereof and no modification or waiver or release shall release the Encumbrancer or his successor in title from the covenants and other stipulations herein contained and implied.
8. No waiver by the Encumbrancee of any breach of any covenant or condition of this encumbrance or grant of any time or indulgence by the Encumbrancee in relation thereto shall operate as waiver of another breach of the same or any other covenant or condition of this encumbrance or any right, action or remedy of the Encumbrancee.

ANNEXURE "A"

BUILDING GUIDELINES

1. All plans and specifications, construction details for any proposed development on the Allotment including the dwelling, garaging, fencing, outbuildings and other structures including antennae and air conditioners are to be submitted to Prodec Pty. Ltd. or its nominated representative for approval prior to the Encumbrancer seeking Council development consent and prior to the commencement of any construction works on the Allotment.
2. Development should be consistent with and complement and enhance the seaside character of the Sellicks Beach area. The incorporation of coastal architectural forms, materials and colours for external areas is encouraged (as distinct from more "suburban" style buildings).
3. Dwellings on Allotments 1-22 inclusive and Allotment 46 should be designed facing the foreshore whilst the rear of such dwellings abutting the public road should be designed with a sense of "address" and with a pleasant appearance from the road.
4. There shall be a minimum of 1000mm building set back from one side boundary of each Allotment and at least a 4000mm set back from the front coastal boundary of Allotments 1 to 22 inclusive and Allotment 46. Nothing herein shall prevent the establishment of patio areas and decking at ground level within this 4000mm set back area of these Allotments.
5. Owners of Allotments 1-22 and Allotment 46 shall install a 1200mm high, open style tubular fence in a style and profile acceptable to both Prodec Pty. Ltd. and the Council to the front coastal boundary of the Allotment within six calendar months of settlement.
6. Transportable buildings are not permitted on the Allotment.
7. Buildings should be constructed using lightweight cladding, quality limestone and or rendered stone or masonry. Face brickwork is not encouraged unless it is a material essential to the architectural character of the dwelling and a suitable argument is presented for its inclusion.
8. No aerials, antennae, solar panels, air conditioning units or other roof mounted structures shall protrude above the ridge line of the roof and are to be located to minimise their impact on public or neighbour's view.
9. Where possible, free standing garages and outbuildings should be designed to be incorporated as part of the main dwelling and consistent with the style, and of the same colour and materials as the dwelling. Free standing garages, outbuildings and fences are not to be constructed using plain galvanized iron, zincalume, face brick or stone or fibre cement sheeting. Solid panel fencing is not permitted within any required front or rear building set back area.
10. A variety of roof structures, forms and roofing materials is encouraged but pitched roofs are to have a minimum pitch of 30°. Fibre cement and uncoated galvanized iron or zincalume roofing is not permitted. Flat roofs are acceptable only if they are designed as an integral part of and complement the seaside character of the dwelling.
11. The maximum height of the dwelling is to be 9000mm from existing ground level to the highest point of the roof.
12. Dwellings should be carefully designed to include a high degree of architectural form and to incorporate articulated roof designs, large decks, verandahs or porches, large window areas and courtyards which take advantage of winter sun and provide protection from prevailing winds.

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IMPORTANT INFORMATION REGARDING SEARCHES

Form 1 On Frome
147 Frome St
ADELAIDE SA 5000

Attention Conveyancers

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

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

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

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

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

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


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

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

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

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

Yours sincerely



Julie Janssan
Team Leader
Customer Relations

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	:	88022-0
VALUER GENERAL NO	:	1312974503
VALUATION	:	\$650,000
OWNER	:	BNAF Pty Ltd
PROPERTY ADDRESS	:	39 Seascape View, SELICKS BEACH SA 5174
VOLUME/FOLIO	:	CT-5844/801
LOT/PLAN NUMBER	:	Allot 26 DP 56426
WARD	:	01 South Coast 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

Section 42

Condition (that continues to apply) of a development authorisation YES

Application Number: 145/2378/2008
Description: Detached two storey dwelling with garage and terrace
Decision: Approved
Decision Date: 09-Oct-2008

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 front setback area (between the front property boundary and front of the house) shall be planted with suitable trees, shrubs, lawn and/or ground cover. Such landscaping shall be completed within 6 months of the occupation of the dwelling and maintained in good condition at all times.
3. All stormwater drainage shall discharge so that it does not flow or discharge onto land of adjoining owners or in the opinion of Council detrimentally affect structures on this site or any adjoining land.
4. 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 or nearby 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
 - 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.

Application Number: 145/1100/2009
Description: Amendment to development application 2378/2008
Decision: Approved
Decision Date: 17-Jun-2009

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 front setback area (between the front property boundary and front of the house) shall be planted with suitable trees, shrubs, lawn and/or ground cover. Such landscaping shall be completed within 6 months of the occupation of the dwelling and maintained in good condition at all times.
3. All stormwater drainage shall discharge so that it does not flow or discharge onto land of adjoining owners or in the opinion of Council detrimentally affect structures on this site or any adjoining land.
4. 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 or nearby 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
 - 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.

Condition (that continues to apply) of a development authorisation

YES

Application Number: 145/1100/2009
Description: Amendment to development application 2378/2008
Decision: Approved
Decision Date: 17-Jun-2009

Building Rules Consent Conditions:

Corrosion protection should be provided to the structure as per the following:-

Metal Fasteners	All nails shall be galvanised and all bolts, complete with nut and washer, shall be hot dip galvanised.
Wall Ties	Shall be Grade 316 or 316L Stainless steel or equivalent as per AS2699.
Lintels in Masonry	Hot dip galvanised 600g/m ²
Structural Steel	External - Inorganic zinc primer plus 2 coats vinyl/gloss finishing coats OR hot dip galvanising 300g/m ² Internal – 2 coats of alkyd primer or 2 coats of alkyd gloss
Concrete structures	Shall be built in accordance with the engineer's specifications and notes and shall comply with AS3600 and AS2870. These requirements shall be confirmed by the builder with the engineer prior to the commencement of construction.

Planning Act 1982 (repealed)

Condition (that continues to apply) of a development authorisation

NO

Building Act 1971 (repealed)

Condition (that continues to apply) of an approval or authorisation granted under the repealed 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

Suburban Neighbourhood (SN)

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.

Affordable Housing

The Affordable Housing Overlay seeks to ensure the integration of a range of affordable dwelling types into residential and mixed use development.

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.

Hazards (Bushfire - Urban Interface) (Urban Interface)

The Hazards (Bushfire - Urban Interface) Overlay seeks to ensure urban neighbourhoods adjoining bushfire risk areas allow access through to bushfire risk areas, are designed to protect life and property from the threat of bushfire and facilitate evacuation to areas safe from bushfire danger.

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.

Stormwater Management

The Stormwater Management Overlay seeks to ensure new development incorporates water sensitive urban design techniques to capture and re-use stormwater.

Urban Tree Canopy

The Urban Tree Canopy Overlay seeks to preserve and enhance urban tree canopy through the planting of new trees and retention of existing mature trees where practicable.

Is the land situated in a designated State Heritage place? NO

Is the land designated as a place of local heritage value? 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 declared to be a significant tree or a stand of trees declared to be significant trees on the land? UNKNOWN

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/>

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

<i>Section 56</i> Notice to complete development	NO
<i>Section 57</i> Land management agreement	YES
A Land Management Agreement exists on this property. Please contact the Lands Titles Office (Land Services Group in the state government) for a copy.	
<i>Section 69</i> Emergency order	NO
<i>Section 71 (only)</i> Fire safety notice	NO
<i>Section 84</i> Enforcement notice	NO
<i>Section 85(6), 85(10) or 106</i> Enforcement order	NO
<i>Part 11 Division 2</i> Proceedings	NO
Fire and Emergency Services Act 2005	
<i>Section 105F</i> Notice issued	NO
Notice issued	NO
<i>Section 56 (repealed)</i>	NO
<i>Section 83 (repealed)</i> Notice issued	NO
Food Act 2001	
<i>Section 44</i> Improvement notice	
There are no current Section 44 Notices of the Food Act 2001 issued under Standard 3.2.2 Food Safety Practices	
There are no current Section 44 Notices of the Food Act 2001 issued under Standard 3.2.3 Food Premises and Equipment	
<i>Section 46</i> Prohibition order	NO
Housing Improvement Act 1940 (repealed)	
<i>Section 23</i> Declaration that house is undesirable or unfit for human habitation	NO
Local Government Act 1934 (repealed)	
<i>Notice, order, declaration, charge, claim or demand given or made under the Act</i>	NO

Local Government Act 1999

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

Refer to separate attachment for Rates and Charges

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

Condition (that continues to apply) of an approval YES

Application Number: 145/181/2008/SD

Description: STEDS System

Decision Date: 11-Feb-2009

Waste control conditions

AUSTRALIAN STANDARD & RELEVANT CODE REQUIREMENTS

- ◆ That the installation of the septic tank system is carried out by a licensed person and is installed in accordance with:
 - the plans forming part of this application, as approved, including any notations thereon, and
 - the details outlined in attachment/s, and
 - the requirements of the Code of Practice issued by the SA Health Commission for the Installation & Operation of Septic Tanks in South Australia
- ◆ That all sanitary plumbing and drainage work associated with the connection of the sanitary fixtures to the septic tank system are installed in accordance with the National Plumbing & Drainage Code AS/NZ 3500.2.2:1996.
- ◆ That there is no septic tank effluent discharge or run-off from the premises on which the system is installed, onto any premises of which the owner of the system is not in possession or onto any public place.
- ◆ That the use of the septic tank system does not vary from that indicated on the application for approval to install the system.
- ◆ That the septic tank system be operated and maintained in accordance with the Standards for Installation & Operation of Septic Tank Systems.
- ◆ The approval granted to install a septic tank system shall become void if:
 - the work is varied from the approved plan without first having gained Council approval, or
 - the work is not commenced within 12 months after the day on which the approval was given.
- ◆ The access openings to the septic tank shall be raised to the top of ground level using an approved shaft with a clear opening of at least 1100 x 700mm dia.

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

Particulars of building indemnity insurance

Details of Building Indemnity Insurance still in existence for building work on the land

NO

Particulars relating to environment protection

Further information held by council

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 –

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

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

It should be noted that –

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

General

Easement

No easement exists for drainage purposes – 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 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

This property is subject to an encumbrance to Encumbrance Co. Pty Ltd. Applicants need to be advised that approval from the encumbrancer should be obtained prior to seeking development approval from Council.

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 21-Nov-2022



Cherie Bonham
Team Leader for Development Support
AUTHORISED OFFICER

LOCAL GOVERNMENT RATES SEARCH

21-Nov-2022

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

DETAILS OF PROPERTY REFERRED TO:

Rates Assessment No : 88022 -0
Valuer General No : 1312974503
Valuation : \$650,000
Owner : BNAF Pty Ltd
Property Address : 39 Seascape View, SELICKS BEACH SA 5174
Volume/Folio : CT-5844/801
Lot/Plan Number : Allot 26 DP 56426
Ward : 01 South Coast 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.

Rates and Fines in Arrears (not paid 30 June 2022) and/or Block Clearing Charges	0.00
Postponed Amount in Arrears (if applicable) monthly interest of 0.31666% applies	0.00
Interest on Arrears charged in current financial year monthly interest of 0.48333% applies	0.00
Rates for the current 2022-2023 Financial Year applicable from 1 July 2022:	
Amount payable by 1 st September 2022	3,188.31
PLUS Current postponed amount (if applicable)	0.00
Total Rates Levied 2022-2023	\$3,188.31

PLEASE NOTE: If the quarterly payments are not received by the due date, a 2% fine will be added to that amount with interest added on the first working day of each month following, until the total amount overdue is paid

Less Council Rebate.	0.00	
Less Council Capping Rebate	0.00	
Less Council CWMS Rebate Not removed on sale of property.	-307.96	
Fines and interest for the current financial year (2% fine when rates first become overdue and 0.48333% interest applied per month thereafter)	0.00	
Postponed Interest (0.31666% per month on total of postponed rates and interest)	0.00	
Less paid current financial year	-2,117.79	
Overpayment	0.00	
Legal Fees and / or Bank Charges (current)	0.00	
Legal Fees and / or Bank Charges (arrears)	0.00	
Refunds, Rates Remitted or Small Balance Adjustments	0.00	
Balance - rates and other monies due and payable	762.56	
Property Related Debts	0.00	
BPAY Biller Code: 48470	TOTAL BALANCE	\$762.56
Ref: 880220		

AUTHORISED OFFICER

This statement is made the 21 November, 2022

Account Number 13 12974 50 3	L.T.O Reference CT5844801	Date of issue 21/11/2022	Agent No. 7627	Receipt No. 2420483
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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: BNAF PTY. LTD.
Location: 39 SEASCAPE VIEW SELICKS BEACH LT 26 D56426
Description: 7HDGVDECK **Capital Value:** \$ 650 000
Rating: Residential

Periodic charges

Raised in current years to 30/9/2022

			\$
		Arrears as at: 30/6/2022	75.54CR
Water main available:	10/1/2002	Water rates	70.80
Sewer main available:		Sewer rates	0.00
		Water use	72.97
		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	68.23CR
		Balance outstanding	0.00

Degree of concession: 00.00%
Recovery action taken: FULLY PAID

Next quarterly charges: Water supply: 70.80 Sewer: 0.00 Bill: 7/12/2022

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 03/06/2022.

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

South Australian Water Corporation

Name:
BNAF PTY. LTD.

Water & Sewer Account
Acct. No.: **13 12974 50 3**

Amount: _____

Address:
39 SEASCAPE VIEW SELICKS BEACH
LT 26 D56426

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	1312974503



Bill code: 8888
Ref: 1312974503

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: 1312974503



ABN 19 040 349 865
Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

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

PIR Reference No: 2420483

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

DATE OF ISSUE

21/11/2022

ENQUIRIES:
Tel: (08) 8226 3750
Email: revsaesl@sa.gov.au

OWNERSHIP NUMBER	OWNERSHIP NAME			
7120641*	BNAF PTY. LTD.			
PROPERTY DESCRIPTION				
39 SEASCAPE VIEW / SELICKS BEACH SA 5174 / LT 26 D56426				
ASSESSMENT NUMBER	TITLE REF. <small>(A "+" indicates multiple titles)</small>	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
1312974503	CT 5844/801	\$650,000.00	R4 1.000	RE 0.400
LEVY DETAILS:				
	FIXED CHARGE	\$	50.00	
	+ VARIABLE CHARGE	\$	292.50	
FINANCIAL YEAR	- REMISSION	\$	190.35	
2022-2023	- CONCESSION	\$	0.00	
	+ ARREARS / - PAYMENTS	\$	38.04	
	= AMOUNT PAYABLE	\$	190.19	

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

EXPIRY DATE 19/02/2023



Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

PAYMENT REMITTANCE ADVICE

OWNERSHIP NUMBER
7120641*

OWNERSHIP NAME
BNAF PTY. LTD.

ASSESSMENT NUMBER
1312974503

AMOUNT PAYABLE
\$190.19

AGENT NUMBER
100019412

AGENT NAME
FORM 1 ON FROME

EXPIRY DATE
19/02/2023

+80010726240022> +001571+ <0550937832> <000019019> +444+

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: revsupport@sa.gov.au
Phone: (08) 8226 3750

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

Online at:

OR

By Post to:

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001



ABN 19 040 349 865
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

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

PIR Reference No: 2420483

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

DATE OF ISSUE
21/11/2022

ENQUIRIES:
Tel: (08) 8226 3750
Email: landtax@sa.gov.au

OWNERSHIP NAME		FINANCIAL YEAR	
BNAF PTY. LTD.		2022-2023	
PROPERTY DESCRIPTION			
39 SEASCAPE VIEW / SELICKS BEACH SA 5174 / LT 26 D56426			
ASSESSMENT NUMBER	TITLE REF. <small>(A "+" indicates multiple titles)</small>	TAXABLE SITE VALUE	AREA
1312974503	CT 5844/801	\$310,000.00	0.0643 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 19/02/2023

See overleaf for further information



Government of South Australia

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



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: revsupport@sa.gov.au
Phone: (08) 8226 3750

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

Online at:

OR

By Post to:

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001

IMPORTANT NOTICE
SMOKE ALARM LEGISLATION

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

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

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

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

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.