

Form 1—Vendor's statement

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

Contents

Preliminary

Part A—Parties and land

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

Part C—Statement with respect to required particulars

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

Schedule

Preliminary

To the purchaser:

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

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

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

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

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

Part A—Parties and land

- 1 Purchaser:
Address:
- 2 Purchaser's registered agent: **NOT APPLICABLE**
Address:
- 3 Vendor: **JARRAD REYNOLDS NEWBOLD AND NICOLE MEGAN NEWBOLD**
Address: **PO BOX 453 WILLUNGA SA 5172**
- 4 Vendor's registered agent: **OUWENS CASSERLY REAL ESTATE PTY. LTD.**
Address: **210 GREENHILL ROAD EASTWOOD SA 5063**
- 5 Date of contract (if made before this statement is served): / /2025
- 6 Description of the land: **6 COACH COURT WILLUNGA SA 5172 BEING THE WHOLE OF THE LAND COMPRISED IN CERTIFICATE OF TITLE REGISTER BOOK VOLUME 5932 FOLIO 396 BEING ALLOTMENT 11 DEPOSITED PLAN 66319 IN THE AREA NAMED WILLUNGA 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:
PO BOX 453 WILLUNGA SA 5172
(being the vendor's last known address); or
- (c) transmitted by fax or email to the following fax number or email address:
EMAIL: NICKV@OCRE.COM.AU
(being a number or address provided to you by the vendor for the purpose of service of the notice); or
- (d) left for the vendor's agent (with a person apparently responsible to the agent) at, or posted by registered post to the agent at, the following address:
210 GREENHILL ROAD EASTWOOD SA 5063
(being the agent's address for service under the *Land Agents Act 1994*)

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

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

5—Effect of service

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

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

Proceeding with the purchase

If you wish to proceed with the purchase—

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

Part C—Statement with respect to required particulars

(section 7(1))

To the purchaser:

We, JARRAD REYNOLDS NEWBOLD AND NICOLE MEGAN NEWBOLD,
Of PO BOX 453 WILLUNGA SA 5172 being the vendors in relation to the transaction state that
the Schedule contains all particulars required to be given to you pursuant to section 7(1) of
the *Land and Business (Sale and Conveyancing) Act 1994*

Date:

30 / 10 / 2025

29 / 10 / 2025

Jarrad Newbold

Nicole Newbold

Signed:

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: 29/10/2025

Melanie Womersley

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> CERTIFICATE OF TITLE</p> <p>Number of mortgage (if registered): 14482254</p> <p>Name of mortgagee: NATIONAL AUSTRALIA BANK LTD.</p>	<p>YES</p> <p>YES</p> <p>YES</p>
1.2	<p>Easement (whether over the land or annexed to the land)</p> <p>Note—</p> <p>"Easement" includes rights of way and party wall rights</p> <p>*REFER PROPERTY INTEREST REPORT: NOTATION IN RESPECT OF STATUTORY EASEMENTS – THIS NOTICE DOES NOT NECESSARILY IMPLY THAT ANY STATUTORY OR OTHER EASEMENT EXISTS</p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i> PROPERTY INTEREST REPORT – STATUTORY EASEMENTS</p> <p>Description of land subject to easement: PORTION OF THE LAND IN THE SAID CERTIFICATE OF TITLE</p> <p>Nature of easement: STATUTORY EASEMENTS</p> <p>Are you aware of any encroachment on the easement? NO</p> <p>If YES, give details:</p> <p>If there is an encroachment, has approval for the encroachment been given? N/A</p> <p>If YES, give details:</p>	<p>YES*</p> <p>NO</p> <p>YES</p>

<p>Easement (whether over the land or annexed to the land)</p>	<p><i>Is this item applicable?</i> <i>Will this be discharged or satisfied prior to or at settlement?</i></p>	<p>YES NO</p>
<p>Note— "Easement" includes rights of way and party wall rights</p>	<p><i>Are there attachments?</i> CERTIFICATE OF TITLE AND LOCAL GOVERNMENT (COUNCIL) SEARCH GENERAL - EASEMENT REFER THE LAND MARKED A ON THE CERTIFICATER OF TITLE Description of land subject to easement: PORTION OF THE LAND MARKED A ON THE CERTIFICATE OF TITLE Nature of easement: SUBJECT TO SERVICE EASEMENT(S) OVER THE LAND MARKED A FOR DRAINAGE PURPOSES TO THE COUNCIL FOR THE AREA (223LG RPA) Are you aware of any encroachment on the easement? YES If YES, give details: REFER LOCAL GOVERNMENT (COUNCIL) SEARCH GENERAL – EASEMENT. GARDEN SHED HAS BEEN BUILT OVER THE EASEMENT If there is an encroachment, has approval for the encroachment been given? NO If YES, give details:</p>	<p>YES</p>
<p>1.3 Restrictive covenant</p>	<p><i>Is this item applicable?</i> <i>Will this be discharged or satisfied prior to or at settlement?</i> <i>Are there attachments?</i> ENCUMBRANCE Nature of restrictive covenant: REFER ENCUMBRANCE Name of person in whose favour restrictive covenant operates: PERKS PROPERTY DEVELOPMENTS PTY. LTD. Does the restrictive covenant affect the whole of the land being acquired? YES If NO, give details: Does the restrictive covenant affect land other than that being acquired? NO</p>	<p>YES NO YES</p>
<p>1.4 Lease, agreement for lease, tenancy agreement or licence (The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)</p>	<p><i>Is this item applicable?</i> <i>Will this be discharged or satisfied prior to or at settlement?</i> <i>Are there attachments?</i> Names of parties: Period of lease, agreement for lease etc: Amount of rent or licence fee: Is the lease, agreement for lease etc in writing?</p>	<p>YES NO YES</p>

<p>NOT APPLICABLE</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>
<p>5. Development Act 1993</p>	
<p>5.1 section 42—Condition (that continues to apply) of a development authorisation</p>	<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> LOCAL GOVERNMENT (COUNCIL) SEARCH DEVELOPMENT ACT 1993 (REPEALED) SECTION 42 AND AUTHORISATIONS YES</p> <p>Condition(s) of authorisation: REFER LOCAL GOVERNMENT (COUNCIL) SEARCH DEVELOPMENT ACT 1993 (REPEALED) SECTION 42 AND AUTHORISATIONS</p>
<p>5.6 section 57—Land management agreement</p>	<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> AGREEMENT YES</p> <p>Date of agreement: 08/10/2004</p> <p>Names of parties: CITY OF ONKAPARINGA AND PERKS PROPERTY DEVELOPMENTS PTY LTD</p> <p>Terms of agreement: REFER AGREEMENT</p>
<p>6. Repealed Act conditions</p>	
<p>6.1 Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1966</i> (repealed) NOT APPLICABLE</p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i> LOCAL GOVERNMENT (COUNCIL) SEARCH PLANNING ACT 1982 (REPEALED), BUILDING ACT 1971 (REPEALED), PLANNING AND DEVELOPMENT ACT 1966 (REPEALED) YES</p> <p>Nature of condition(s):</p>
<p>7. Emergency Services Funding Act 1998</p>	
<p>7.1 section 16—Notice to pay levy</p>	<p><i>Is this item applicable?</i> YES</p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i> YES</p> <p><i>Are there attachments?</i> CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE YES</p> <p>Date of notice: 28/10/2025</p> <p>Amount of levy payable: \$194.90</p>

29. Planning, Development and Infrastructure Act 2016		
29.1 Part 5- Planning and Design Code	<i>Is this item applicable?</i>	YES
	<i>Will this be discharged or satisfied prior to or at settlement?</i>	NO
	Are there attachments LOCAL GOVERNMENT (COUNCIL) SEARCH PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016 PART 5 – PLANNING AND DESIGN CODE	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: TOWNSHIP NEIGHBOURHOOD (TN) SUBZONE: NIL ZONING OVERLAYS: REFER LOCAL GOVERNMENT (COUNCIL) SEARCH ZONING OVERLAYS	
	Is there a State heritage place on the land or is the land situated in a State heritage area? NO	
	Is the land designated as a local heritage place? NO	
	Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land? YES	
	Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation: YES	
	Note - For further information about the Planning and Design Code visit www.code.plan.sa.gov.au	
29.2 section 127—Condition (that continues to apply) of a development authorisation	<i>Is this item applicable?</i>	YES
	<i>Will this be discharged or satisfied prior to or at settlement?</i>	NO
	Are there attachments: LOCAL GOVERNMENT (COUNCIL) SEARCH SECTION 127 AND AUTHORISATIONS	YES
	Date of authorisation: REFER LOCAL GOVERNMENT (COUNCIL) SEARCH SECTION 127 AND AUTHORISATIONS	
	Name of relevant authority that granted authorisation: REFER LOCAL GOVERNMENT (COUNCIL) SEARCH SECTION 127 AND AUTHORISATIONS	
	Condition(s) of authorisation: REFER LOCAL GOVERNMENT (COUNCIL) SEARCH SECTION 127 AND AUTHORISATIONS	
31. Public and Environmental Health Act 1987 (repealed)		
31.2	<i>Is this item applicable?</i>	YES
	<i>Will this be discharged or satisfied prior to or at settlement?</i>	NO

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

Are there attachments? LOCAL GOVERNMENT (COUNCIL) SEARCH PUBLIC AND ENVIRONMENTAL HEALTH ACT 1987 (REPEALED) PUBLIC AND ENVIRONMENTAL HEALTH (WASTE CONTROL) REGULATIONS 2010 (OR 1995) REVOKED PART 2 – CONDITION (THAT CONTINUES TO APPLY) OF AN APPROVAL

YES

Date of approval: REFER LOCAL GOVERNMENT (COUNCIL) SEARCH PUBLIC AND ENVIRONMENTAL HEALTH ACT 1987 (REPEALED) PUBLIC AND ENVIRONMENTAL HEALTH (WASTE CONTROL) REGULATIONS 2010 (OR 1995) REVOKED PART 2 – CONDITION (THAT CONTINUES TO APPLY) OF AN APPROVAL

Name of relevant authority that granted the approval: REFER LOCAL GOVERNMENT (COUNCIL) SEARCH PUBLIC AND ENVIRONMENTAL HEALTH ACT 1987 (REPEALED) PUBLIC AND ENVIRONMENTAL HEALTH (WASTE CONTROL) REGULATIONS 2010 (OR 1995) REVOKED PART 2 – CONDITION (THAT CONTINUES TO APPLY) OF AN APPROVAL

Condition(s) of approval: REFER LOCAL GOVERNMENT (COUNCIL) SEARCH PUBLIC AND ENVIRONMENTAL HEALTH ACT 1987 (REPEALED) PUBLIC AND ENVIRONMENTAL HEALTH (WASTE CONTROL) REGULATIONS 2010 (OR 1995) REVOKED PART 2 – CONDITION (THAT CONTINUES TO APPLY) OF AN APPROVAL

Annexures

The following documents are annexed hereto -

Property Interest Report

Copy of certificate(s) of title to the land

Local Government (Council) Search

Encumbrance

Agreement

SA Water, Emergency Service Levy and Land Tax Searches

Form R3 – Buyers Information Notice

Acknowledgement of Receipt

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

Dated this _____ day of _____ 2025

Signed: _____

Purchaser(s)

Property Interest Report

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

Title Reference	CT 5932/396	Reference No. 2724306
Registered Proprietors	J R & N M*NEWBOLD	Prepared 27/10/2025 12:25
Address of Property	6 COACH COURT, WILLUNGA, SA 5172	
Local Govt. Authority	CITY OF ONKAPARINGA	
Local Govt. Address	PO BOX 1 NOARLUNGA CENTRE SA 5168	

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

Table of Particulars

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

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

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

1. General

- | | | |
|-----|--|--|
| 1.1 | Mortgage of land

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

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

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

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

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

also

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

2. Aboriginal Heritage Act 1988

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

an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

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

- 3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

- 4.1 section 5 - Notice requiring payment

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

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

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

- 5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

- 5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

- 5.6 section 57 - Land management agreement

Refer to the Certificate of Title

- 5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

- 5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

- 5.9 section 71 - Fire safety notice

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

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

also

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

also

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

also

Contact the vendor for these details |

6. Repealed Act conditions

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

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

also

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

7. Emergency Services Funding Act 1998

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

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

8. Environment Protection Act 1993

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

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

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

17. *Land Acquisition Act 1969*

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

18. *Landscape South Australia Act 2019*

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

Act

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

19. **Land Tax Act 1936**

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

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

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

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

21. **Local Government Act 1999**

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

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

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

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

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

24. **Mining Act 1971**

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

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

25. *Native Vegetation Act 1991*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

29.8 section 157 - Fire safety notice

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

also

Contact the Local Government Authority for other details that might apply

29.9 section 192 or 193 - Land management agreement

Refer to the Certificate of Title

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

29.12 Part 16 Division 1 - Proceedings

Contact the Local Government Authority for details relevant to this item

also

Contact the vendor for other details that might apply

29.13 section 213 - Enforcement notice

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

also

Contact the Local Government Authority for other details that might apply

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

Contact the Local Government Authority for details relevant to this item

also

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

30. *Plant Health Act 2009*

30.1 section 8 or 9 - Notice or order concerning pests

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

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

31.1 Part 3 - Notice

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

32. *South Australian Public Health Act 2011*

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

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

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

34. *Water Industry Act 2012*

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

35. *Water Resources Act 1997 (repealed)*

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

36. **Other charges**

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

Other Particulars

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

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

Additional Information

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

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

Notices

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

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

Building restrictions

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

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

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

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

Statutory easements

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

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

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

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

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

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

Land Tax Act 1936 and Regulations thereunder

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

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

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

Information should be obtained from:

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

Landscape South Australia 2019

Water Resources Management - Taking of underground water

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

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

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

Certificate of Title

Title Reference: CT 5932/396
Status: CURRENT
Edition: 8

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 5932 Folio 396

Parent Title(s) CT 5905/697
Creating Dealing(s) RTU 10104481
Title Issued 15/12/2004 Edition 8 Edition Issued 19/03/2025

Estate Type

FEE SIMPLE

Registered Proprietor

JARRAD REYNOLDS NEWBOLD
NICOLE MEGAN NEWBOLD
OF PO BOX 453 WILLUNGA SA 5172
AS JOINT TENANTS

Description of Land

ALLOTMENT 11 DEPOSITED PLAN 66319
IN THE AREA NAMED WILLUNGA
HUNDRED OF WILLUNGA

Easements

SUBJECT TO SERVICE EASEMENT(S) OVER THE LAND MARKED A FOR DRAINAGE PURPOSES TO THE COUNCIL FOR THE AREA (223LG RPA)

Schedule of Dealings

Dealing Number	Description
10090028	AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2)
10125086	ENCUMBRANCE TO PERKS PROPERTY DEVELOPMENTS PTY. LTD.
14482254	MORTGAGE TO NATIONAL AUSTRALIA BANK LTD. (ACN: 004 044 937)

Notations

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

Certificate of Title

Title Reference CT 5932/396
Status CURRENT
Easement YES
Owner Number 14235564
Address for Notices POST OFFICE BOX 453, WILLUNGA, SA 5172
Area 727m² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

JARRAD REYNOLDS NEWBOLD
NICOLE MEGAN NEWBOLD
OF PO BOX 453 WILLUNGA SA 5172
AS JOINT TENANTS

Description of Land

ALLOTMENT 11 DEPOSITED PLAN 66319
IN THE AREA NAMED WILLUNGA
HUNDRED OF WILLUNGA

Last Sale Details

Dealing Reference TRANSFER (T) 14198675
Dealing Date 11/01/2024
Sale Price \$935,000
Sale Type FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
AGREEMENT	10090028	CITY OF ONKAPARINGA PERKS PROPERTY DEVELOPMENTS PTY. LTD. (ACN: 101 634 342)
ENCUMBRANCE	10125086	PERKS PROPERTY DEVELOPMENTS PTY. LTD. (ACN: 101 634 342)
MORTGAGE	14482254	NATIONAL AUSTRALIA BANK LTD. (ACN: 004 044 937)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
1346753653	CURRENT	6 COACH COURT, WILLUNGA, SA 5172

Notations

Dealings Affecting Title

NIL

Notations on Plan

NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	1346753653
Type	Site & Capital Value
Date of Valuation	01/01/2025
Status	CURRENT
Operative From	01/07/2005
Property Location	6 COACH COURT, WILLUNGA, SA 5172
Local Government	ONKAPARINGA
Owner Names	JARRAD REYNOLDS NEWBOLD NICOLE MEGAN NEWBOLD
Owner Number	14235564
Address for Notices	POST OFFICE BOX 453, WILLUNGA, SA 5172
Zone / Subzone	TN - Township Neighbourhood
Water Available	Yes
Sewer Available	No
Land Use	1100 - House
Description	10HDG V
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
D66319 ALLOTMENT 11	CT 5932/396

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$450,000	\$1,075,000			
Previous	\$385,000	\$930,000			

Building Details

Valuation Number	1346753653
Building Style	Conventional
Year Built	2005
Building Condition	Good
Wall Construction	Brick
Roof Construction	Galvanised Iron
Equivalent Main Area	247 sqm
Number of Main Rooms	10

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

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

Orig. AG 10090028



11:11 18-Oct-2004

1 of 1 Fees: \$98.00

FORM APPROVED BY THE REGISTRAR-GENERAL

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1886

George Manos
Solicitor/Registered Conveyancer/Applicant
George Manos

Series No.	Prefix
	AG

LMA
AG

Lodged by: **IAN R. DUNN** AGENT CODE: *IRD1295*

Correction to: *MANOS ASSOCIATES* *MART*

BELOW THIS LINE FOR OFFICE USE ONLY

Date	Time
FEES	
R.G.O.	POSTAGE NEW C.T.
<i>\$98.00</i>	

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

- 5905/697*
-
-
-
-

[Signature] Assessor

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

-
-
-

CORRECTION	PASSED <i>[Signature]</i>
------------	------------------------------

REGISTERED
Ulkepman
26 OCT 2004
pro REGISTRAR-GENERAL

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

ITEM(S)	AGENT CODE
<i>5905/697</i>	<i>B SAB76</i>

Insert type of document

APPLICATION TO NOTE LAND MANAGEMENT AGREEMENT UNDER DEVELOPMENT ACT

here *26.10.04* (pursuant to S 57(5) of the Development Act 1993)

TO: THE REGISTRAR GENERAL

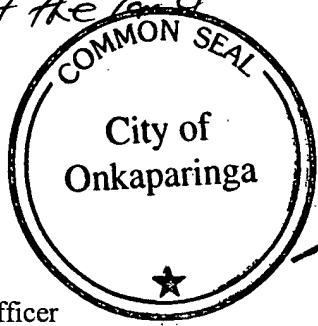
CITY OF ONKAPARINGA of 1 Ramsey Place Noarlunga Centre SA 5168 does pursuant to the provisions of Section 57(9) of the Development Act 1993 HEREBY APPLIES FOR THE REGISTRATION of the attached Land Management Agreement pursuant to the provisions of Section 57 of the said Act which Land Management Agreement is dated the 11TH day of OCTOBER 2004 and made between the CITY OF ONKAPARINGA of the first part and PERKS PROPERTY DEVELOPMENTS PTY LTD ACN 101 634 342 of P.O. Box 10490 Adelaide Business Centre Adelaide 5000 of the second part and which Agreement binds the land comprised in the Certificate of Title Volume 5526 Folio 896.

NOW WHOLE OF THE LAND IN G.T. VOL. 5905 FOL. 697

The Agreement relates to the development of the land for the purposes of Section 57 of the said Act.

Now therefore the Council applies pursuant (5) to S 57(5) of the Act to note the Agreement against the land

The Common Seal of the CITY OF ONKAPARINGA was hereto affixed in the presence of :



[Signature] Mayor

[Signature] Chief Executive Officer

EXECUTED by PERKS PROPERTY DEVELOPMENTS PTY LTD ACN 101 634 342 in accordance with the Corporations Law in the presence of:

[Signature] Director

[Signature] Director/Secretary

LAND MANAGEMENT AGREEMENT DATED the 8/10/2004

BETWEEN

CITY OF ONKAPARINGA

of P.O. Box 1 Noarlunga Centre in the State of South Australia 5168 ("the Council")

AND

PERKS PROPERTY DEVELOPMENTS PTY LTD ACN 1010634342 of P.O. Box 10490 Adelaide Business Centre Adelaide 5000 as Trustee for The Perks Property Development Trust ("the Owner")

Revenue SA -- Stamp Duty
ABN 19 040 349 865
Doc Code
RevNetID 104974133
Consid/Val/Sec\$ 0.00
SA Proportion \$ 0.00
Stamp Duty \$ 0.00
0.00
Pen/Add Tax \$ 0.00
Date 12/10/2004
Original with 0 Copies
----- End of Receipt -----

BACKGROUND:

- A. The Owner is the proprietor of an estate in fee simple in the whole of the Land comprising the Allotment 101 in Deposited Plan 62487 being the whole of the land comprised in Certificate of Title Register Book Volume 5905 Folio 697 (the land) which land comprises all of the Allotments shown on the plans accompanying Development Application No.145/D531/02 lodged in respect of the land.
- B. Save and except for the Owner and ST. GEORGE BANK LTD ("the Mortgagee") which is mortgagee pursuant to registered Mortgage No.9718065, no other person or persons has or have any legal or equitable interest in the said Land.
- C. The Owner has lodged an application Development Application No.145/D531/02 to divide the Land into 16 residential allotments, 2 reserve allotments and a road ("the Application").
- D. The Land is within the Residential (Willunga) Zone pursuant to City of Onkaparinga Development Plan.
- E. The Council is the relevant planning authority under the Development Act in respect of the Application.
- F. The Council is prepared to approve the Application subject to certain conditions which are embodied in this Agreement.
- G. Pursuant to the provisions of Section 57(2) of the *Development Act 1993* ("the Act") the Owner and the Council have agreed to enter into this Agreement relating to the future management and conservation of the Land on the terms and conditions contained herein.

NOW THIS AGREEMENT WITNESSETH and in consideration of the foregoing premises and further in consideration of the sum of ONE DOLLAR (\$1.00) (if demanded) being paid to the Council by the Owner at the time of the execution of this Agreement the Owner and the Council agree as follows:

1. INTERPRETATION

1.1 In the construction of this Agreement unless inconsistent with or repugnant to the context:-

1.1.1 words and phrases used in this Agreement which are defined in the Act, shall unless otherwise defined by the provisions of the Agreement, have the meanings ascribed to them by the Act;

1.1.2 references to a statute or subordinate legislation or to the Development Plan made pursuant to the Act, shall include all statutes, subordinate legislation and Development Plans amending, consolidating or replacing the statute or subordinate legislation or Development Plan referred to;

1.1.3 "Agreement" means this Agreement and includes all annexures being:-
Annexure "A" - the Plan
Annexure "B" List of plantings on Buffer Zone
Annexure C Planting Method

1.1.4 "Allotment" has the same meaning as in Part 19AB of the Real Property Act 1886 (SA) and includes a community lot, development lot and common property within the meaning of the Strata Titles Act 1988

1.1.5 "Building" has the meaning prescribed to it in Section 4 of the Development Act 1993 (SA);

1.1.6 "the Council" means the CITY OF ONKAPARINGA and includes its successors and assigns;

1.1.7 "the Application" means Development Application No. 145/D531/02 lodged by the Owner with the Development Assessment Commission

1.1.8 "the Development" means the land use involving creation of residential allotments as contemplated by and applied to be approved in the Development Application No. 145/D531/02

1.1.9 "the Land" means the whole of the Land more particularly described in Recital A above.

1.1.10 "the Plan" means the Land Division Plan annexed hereto as Annexure "A"

1.1.11 "Residential Allotment" means an Allotment used for residential purposes including Medium Density Development Sites;

1.1.12 "The Owner" shall if the Owner be a company include its successors assigns and transferees, and when the Owner is a person shall include his or her heirs, executors, administrators and transferees, and where the Owner consists of more than one person or company, all and every two or more such persons or companies jointly and each of them severally and their respective successors, assigns, heirs, executors, administrator and transferees of the Company or person being registered or entitled to be registered as the proprietor of an estate in fee simple to the land subject however to such encumbrances liens and interests as are registered and notified by memoranda lodged with the Registrar-General and proper for entry upon a Certificate of Title appearing in the Register Book which includes the present owners and where the context permits or requires includes the owner of part or parts of the land and includes all subsequent owners of each of the residential allotments

1.1.13 words importing the singular number or plural number shall be deemed to include the plural number and the singular number respectively;

1.1.14 words importing any gender shall include every gender; and

1.1.15 any clauses headings or marginal notes are for reference purposes only and shall not be resorted to in the interpretation of this Agreement;

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

2 ACCURACY OF RECITALS

The parties acknowledge that the matters set out in the Background are true and accurate and agree that they shall form part of the terms of this Agreement

3 THE OWNER'S OBLIGATIONS

Development of Residential Allotments.

- 3.1 Prior to the occupation of any dwelling to be established on the land and in any event within 6 months of the registration of this Agreement, the Owner must establish landscaping within the area marked "B" on the plan annexed hereto and marked "A" and which area is 3 metres wide (the Landscape Buffer Area).
- 3.2 The Landscape Buffer Area shall comprise the planting species identified on Annexure B hereto. The parties note that the height of the plant species marked thereon relate to the height of the various plants at maturity.
- 3.3 The method of planting and the number of plants to be established in the Landscape Buffer Area shall be in accordance with the method depicted and the numbers included in the plans forming Annexure "C" hereto. In respect of those areas within the Landscape Buffer area not to be planted with trees, shrubs or ground covers the Owner shall plant or place either lawn or bark chips or other like materials:
- 3.4 All said plantings shall be mulched to a depth of 75 mm with organic mulch.
- 3.5 The Owner must install a dripper irrigation system to be utilised to ensure adequate establishment of the said plantings and vegetation for at least twelve months following planting of the same.
- 3.6 The total area of the Landscape Buffer Area shall be maintained weed-free by at least monthly treatments for a minimum twelve (12) months period following planting and thereafter maintained in a generally weed-free condition.
- 3.7 The said buffer planting zone shall be maintained in good heart and condition and any losses of plantings from time to time shall be replaced with similar species so as to maintain the integrity and adequacy of the Landscape Buffer Area as depicted in Annexure C.

4 OPERATION OF THIS AGREEMENT

The parties expressly declare and agree that the provisions of this Agreement shall bind and impose obligations upon them from the time of registration of the Agreement with the Registrar-General at the Lands Titles Office

5 MISCELLANEOUS PROVISIONS

- 5.1 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.
- 5.2 Nothing contained in this Agreement shall fetter the Council in the exercise of its discretion as the relevant authority under the Act.
- 5.3 The Council or any employee or authorised officers of the Council may at any reasonable time upon giving twenty four (24) hours written or verbal notice to the Owner or any occupier enter into and upon the land for the purpose of:
 - 5.3.1 exercising any powers of the Council under this Agreement or pursuant to law;
 - 5.3.2 inspecting the Land in relation to any condition which is outlined in this Agreement providing that no notice is required if in the reasonable opinion of the Council or employee or authorised officer, urgent entry is required.
- 5.4 If the Owner is in breach of ANY provision of this Agreement, the Council may, by notice in writing served on the owner specify the nature of the breach and require the Owner to remedy the breach within such time as may be nominated by the Council in the notice (being not less than twenty-eight (28) days from the date of the service of this notice) and if the Owner fails so to remedy the breach, the Council or its servants or agents may carry out the requirements of the notice and in doing so may enter and perform any necessary works upon the Land and recover any costs thereby incurred from the Owner of the land or that part of the land in respect of which the breach was detected and the work undertaken.
- 5.5 This Agreement may not be varied except by a Supplementary Agreement signed by the Council and the Owner.
- 5.6 The Council in its absolute discretion may waive compliance by the owner with the whole or any part of this obligation on the part of the Owner herein contained provided that no such waiver shall be effective unless expressed in writing and signed by the Council.

- 5.7 The Council reserves the right to review, reconsider, change or withdraw the granting of any waiver provided pursuant to clause 5.6 of this Agreement at the Council's discretion, in which case the Owner must fulfil the obligations contained in this Agreement within a reasonable time as determined by the Council by notice in writing.
- 5.8 This Agreement contains the whole agreement between the parties in respect of the matters referred to herein.
- 5.9 Notice for the purposes of this Agreement, without prejudice to any other means of giving such notice, shall be deemed to be served on the Council if it is in writing and signed for or on behalf of the Owner or relevant Owner and either delivered by hand or sent by post to the Council to the last known address of the Council. Such notice shall be deemed to have been given at the time of such delivery or upon the date two (2) days after such posting.
- 5.10 Notice for the purposes of this Agreement shall, without prejudice to any other means of giving notice, be deemed to be served on the Owner or relevant Owner if it is in writing and signed for or on behalf of the Council and either delivered by hand or sent by post to the Owner or relevant Owner to the last known address of the Owner. Such notice shall be deemed to have been given at the time of such delivery or upon the date two (2) days after such posting.
- 5.11 The Council may delegate any of its powers under this Agreement to any person.
- 5.12 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 the Land.
- 5.13 The costs of and incidental to the preparation of this Agreement shall be borne by the Owner including but not limited to all stamp duty and registration fees applicable to it. Further the Owner agrees to pay \$300 plus GST to the Council in respect of legal fees incurred by the Council in respect of the terms of this Agreement.
- 5.14 Each party shall do and execute all such acts, documents and things as shall be necessary to ensure that this Agreement is registered and a memorial thereof entered on the Certificate of Title for the Land pursuant to the provisions of Section 57(5) of the Development Act 1993 in priority to any other registrable interest in the Land save and except for the estate of the Owner therein.

EXECUTED as A Deed

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



[Signature]
.....
Mayor

[Signature]
.....
Chief Executive Officer

EXECUTED by

PERKS PROPERTY DEVELOPMENTS PTY LTD

by the authority of the directors

[Signature]
.....
Director

[Signature]
.....
Secretary

Pursuant to the provisions of Section 127(1) of
Company Law Review Act 1998

ST. GEORGE BANK LTD ABN 92 055 513 070
By its Attorney Roger David Campbell of 97 King
William Street ADELAIDE SA 5000 who certifies
that he is Commercial Securities Officer of the said
Bank and that he has no notice of any revocation of
the said Power of Attorney.

Power of Attorney No. 8459031

[Signature]
.....
Signature of Witness

Carole Ann de Wit
Full Name of Witness

97 King William Street ADELAIDE SA 5000
Address

(08) 8424 5439
Telephone No.

The Owner ST. GEORGE BANK LTD which has an interest in the land as mortgagee
pursuant to Mortgage No.9718065 hereby consents to the Registration of this Agreement

.....

ANNEXURE "A"

THE PLAN

PLAN NUMBER (N)

DEPOSITED / 20 (S) PRO REGISTRAR GENERAL

ACCEPTED FOR FILING / 20

THIS IS SHEET / OF MY PLAN IN SHEETS

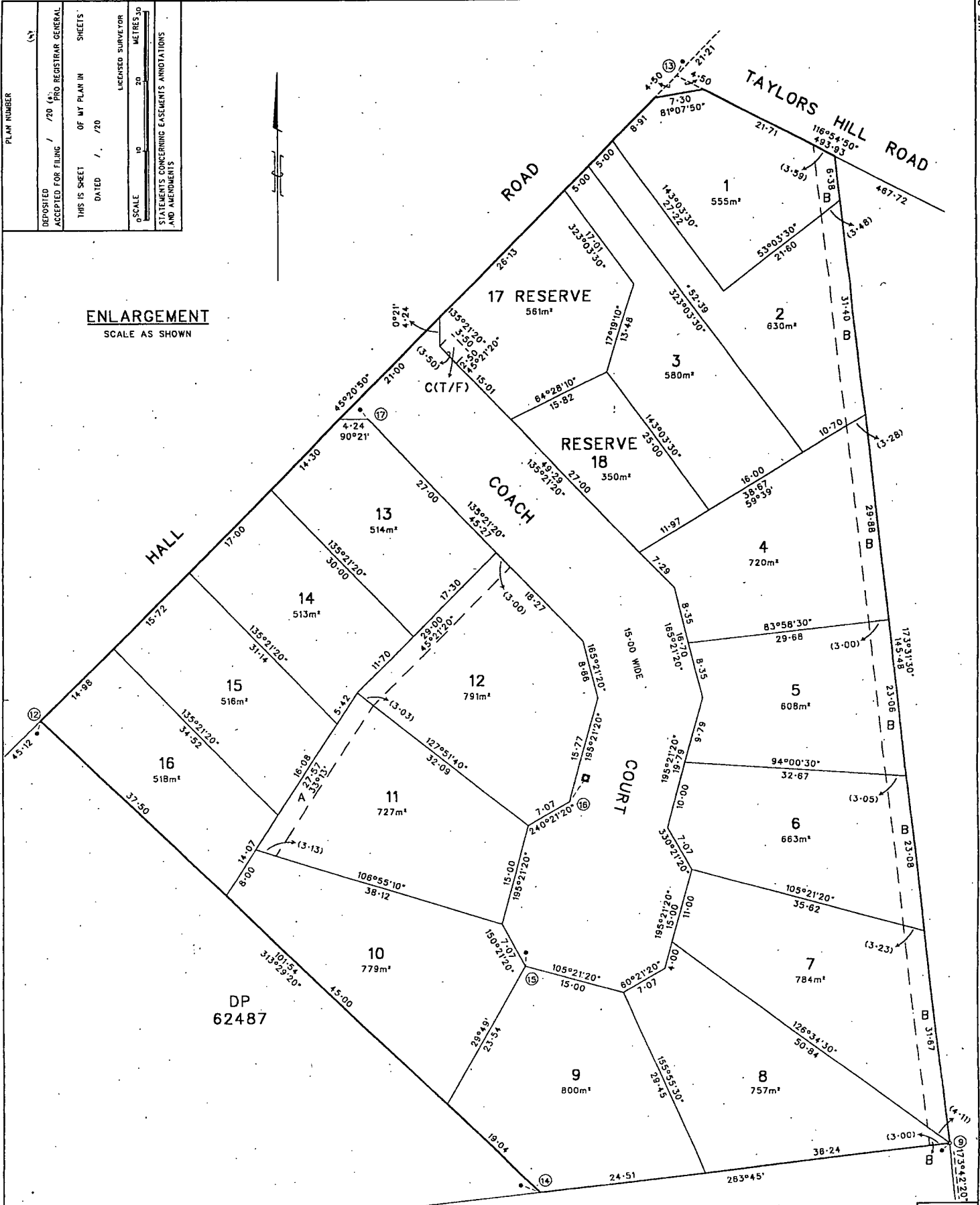
DATED / / 20

LICENSED SURVEYOR

SCALE 10 20 METRES 30

STATEMENTS CONCERNING EASEMENTS, ANNOTATIONS AND AMENDMENTS

ENLARGEMENT
SCALE AS SHOWN



REFERENCE MARKS

Corner	Bearing	From	Distance	PM.No.
9	51°26'	MPFD	1.16	
12	34°50'	MP FD	1.02	
13	219°38'	MP FD	1.08	
14	115°48'	MP FD	1.17	
15	186°21'	MP	1.03	
16	205°52'	PSM	2.61	1627/26410
17	138°26'	MP	0.99	

DP 35821

WEBER FRANKW AND ASSOCIATES PTY.LTD.
Surveying Consultants
Reference: 4227-01 | Cad Ref: 42270body.lcd
117 Hill Road, Warrnambool, Vic 3240 Australia 5171
Telephone: (08) 8313 8888 Facsimile: (08) 8313 9888
Website: www.wfa.com.au

ANNEXURE "B"

LIST OF APPROVED PLANTINGS ON BUFFER ZONE Together with indicative planting distances, mature heights and widths

Trees

Allocasuarina verticillata (Drooping Sheoak) 8m tall x 5m wide, spacing approximate 6-8m or alternatively planting in groups of 3-5 with 1.5-2 m spacings between plants.

Acacia melanoxylon (Blackwood wattle being a long-lived wattle), 8m tall x 4-5m wide, spacing approximately 3-4m

Tall shrubs

Bursaria spinosa (Christmas bush) 3m tall x 2m wide, spacing 1.5-2m

Dodonaea viscosa (Hop bush) 3m tall x 2m wide, spacing 1.5-2m

Smaller shrubs and ground covers

Acacia acinacea (Gold dust wattle) 2m x 2m, spacing 1.5m

Olearia ramulosa (Twiggy daisy bush) 1.5 x 1.5, spacing 1m

Dianella revoluta (Black anther flax lilly) clump 0.5 x 5m, spacing 0.5m

Enchylaena tomentosa (Ruby saltbush) ground cover 0.5 x 1m, spacing 1m

Poa labillardieri (Tussock grass) clump 0.5m x 0.5m, spacing 0.5m



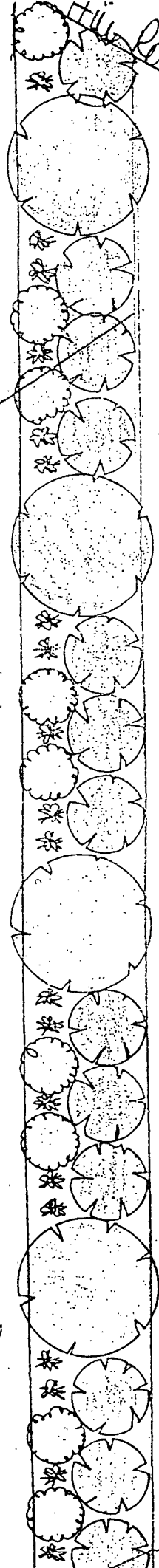
ANNEXURE "C"
INDICATIVE PLANTING METHOD

Lot 1

Lot 2

For Peaks Property Developments Au Ltd.
 Prepared by Peter Hill
 Landscape Architect
 P.O. 8376 0133 WNR. 0417 711592

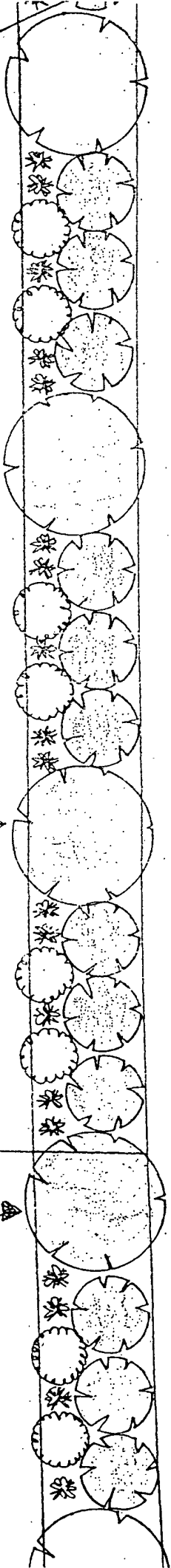
LANDSCAPE CONCERN
 APRIL 2004 SCALE 1:100
 PLOT 101 HILL ROAD
 WILLOWBEN

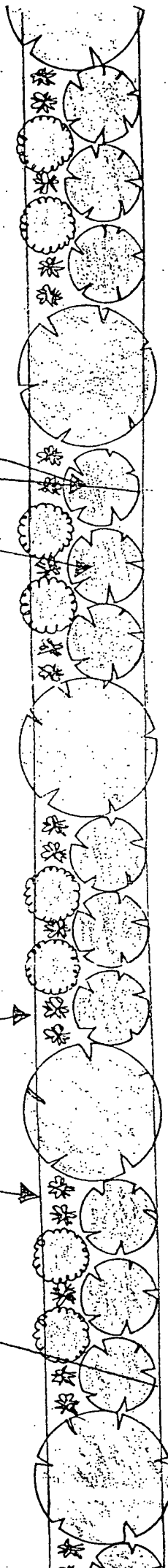


Large trees
 Allocasuarina Verticillata
 (Medicinal Sheoak) (8m x 5m)
 Areas: Melaleuca
 (Blackwood Wattle) (8m x 4m)

Lot 4

Lot 5





TALL SHRUBS

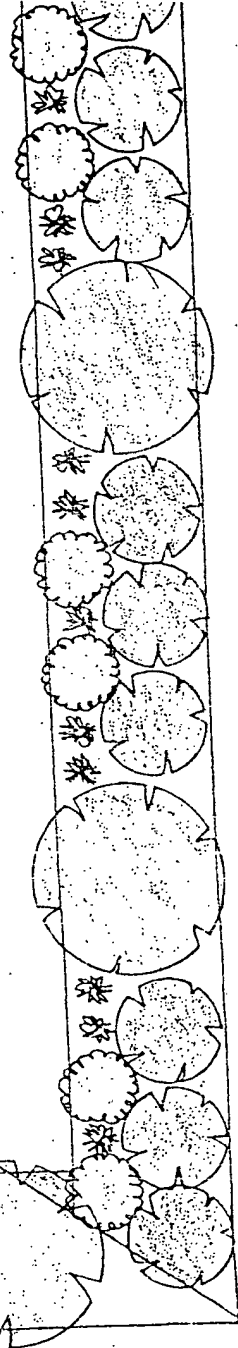
- BURSERIA SPINOSA
(CHRISTMAS BUSH) (3m x 2m)
- HODONAEA VISCOSA
(HOP BUSH) (3m x 2m)

GROUND COVERS

- DIANELLA REVOLUTA (0.5 x 0.5m)
(BLACK ANTHELILY FLAX LILY)
- ERLENBUCHEN TOMENTOSA (0.5 x 0.5m)
(RUBY SALT BUSH)
- PA HABILLARDIERI (0.5 x 0.5m)
(TUSSOCK GRASS)

LOT 6

LOT 7



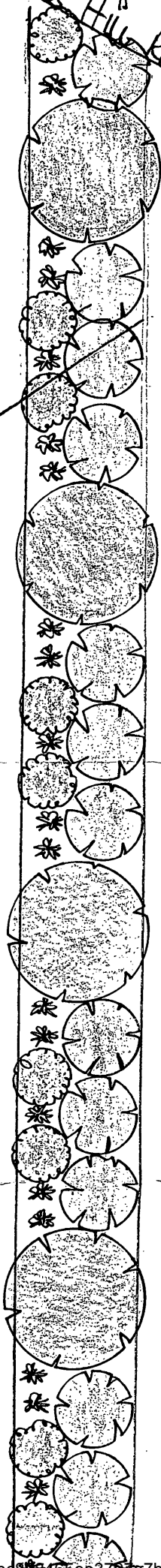
LARGE TREES. APPROX. 25

SMALL SHRUBS. APPROX. 65

GROUND COVER APPROX. 120

New Plantings:
Continued to learn of
lot 8 + 9

Taylor Hill Road



LANDSCAPE CONCEPT

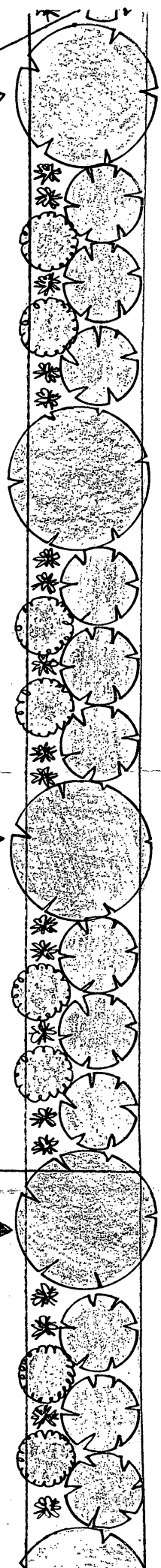
April 2004 SCALE 1:100

Plot. 101 Hill Road
MILLUNGA

See Parks Property Developments Pty Ltd.
Prepared by Peter Hill
LANDSCAPE DESIGNER
A. 8376 0133 MR. 0417 711592

Lot 1

Lot 2



LARGE TREES

Allocasuarina Verticillata

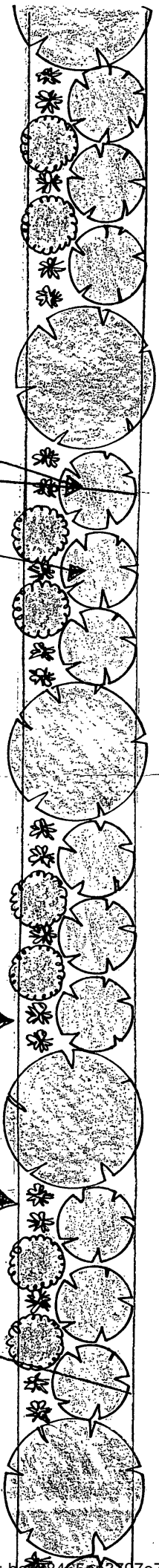
(Meadow's Sheoak) (8m x 5m)

Acacia Melanoxylon

(Blackwood White) (8m x 4m)

LOT 4

LOT 5



TALL SHRUBS

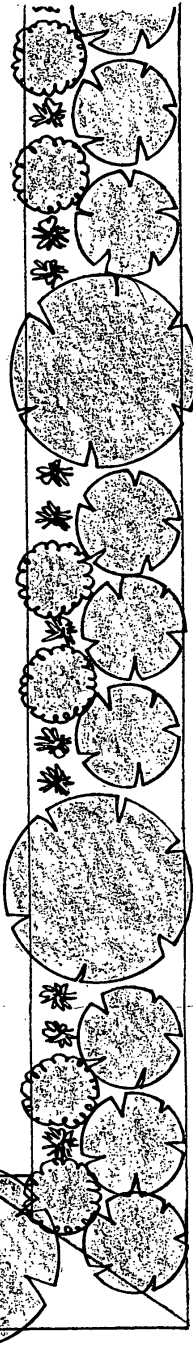
- Bursaria SPINOSA
(CHRISTMAS BUSH) (3m x 2m)
- HODONAEA VISCOSEA
(HOP BUSH) (3m x 2m)

GROUND COVERS

- Dianella REVOLUTA (0.5 x 0.5m)
(BLACK ANTHEL FLAX LILY)
- ENDYLAENA TOMENTOSA (0.5 x 0.5m)
(RUBB SALT BUSH)
- BH LABILLARDIERI (0.5 x 0.5m)
(TUSSOCK GRASS)

LOT 6

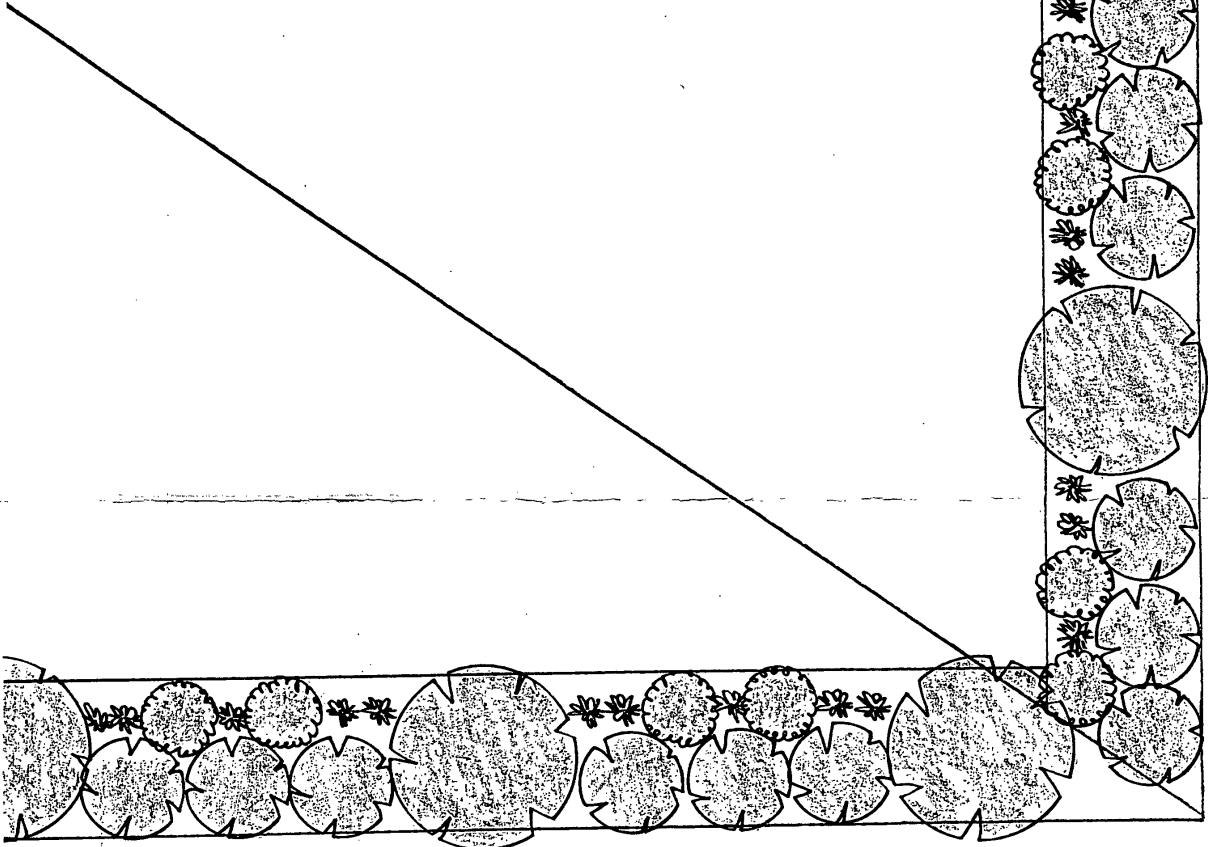
LOT 7



LARGE TREES. APPROX. 25

SMALL SHRUBS. APPROX. 65

GROUND COVERS APPROX. 120



New Plantings
Continued to bottom of
lot 8 + 9

Orig. E 10125086



15:00 7-Dec-2004

6 of 9

Fees: \$98.00

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

MEMORANDUM OF ENCUMBRANCE

FORM APPROVED BY THE REGISTRAR-GENERAL

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1886

Solicitor/Registered Conveyancer/Encumbrancer
Ian Dunn

AGENT CODE

Lodged by: AN2B

Series No.	Prefix
6	E

BELOW THIS LINE FOR OFFICE USE ONLY

Date: 7/12/04	Time:	
FEES		
R.G.O.	POSTAGE	NEW C.T.
\$98.00		

Correction to:

Ian Dunn & Assoc (IRD1) 295

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

-
-
-
-
-

Assessor

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

-
-
-

CORRECTION

PASSED

DELIVERY INSTRUCTIONS (Agent to complete)

PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE
UNDERMENTIONED AGENT(S)

ITEM(S)	AGENT CODE

REGISTERED 11 MAR 2005



REGISTRAR-GENERAL

Lic. No. 3 Jan 2000

DATED 6TH 11 DECEMBER 2004

EXECUTION

A McDonald
Signature of ENCUMBRANCER

A McDonald
Signature of ENCUMBRANCER

Allen
Signature of WITNESS - Signed in my presence by the Encumbrancer who is either personally known to me or has satisfied me as to his or her identity.*

MATTHEW DAVID ALLEN
Print Full Name of Witness

1 BUNDEY STREET
MAGILL
Address of Witness

Business Hours Telephone No. 83321644

*NB: A penalty of up to \$2000 or 6 months imprisonment applies for improper witnessing

MEMORANDUM OF ENCUMBRANCE

CERTIFICATE(S) OF TITLE BEING ENCUMBERED

ALLOTMENT 11 IN DEPOSITED PLAN NO. 66319 BEING PORTION OF THE LAND COMPRISED IN CERTIFICATE OF TITLE REGISTER BOOK VOLUME 5905 FOLIO 697

NOW WHOLE OF LAND IN
PT. VOL 5932 FOL 396

ESTATE AND INTEREST
ESTATE IN FEE SIMPLE

ENCUMBRANCES
LAND MANAGEMENT AGREEMENT NO. 10090028

Revenue SA -- Stamp Duty

ENCUMBRANCER (Full Name and Address)

BRONWYN MARY McDONALD AND ANTHONY JOSEPH McDONALD BOTH OF 18 GEORGES STREET WILLUNGA SA 5172

HBN 19 040 349 865
Doc Code M
Revised 105562238
Consid/Val/Sec\$ 0.10
SA Proportion \$ 0.00
Stamp Duty \$ 0.00
LTO Fees \$ 0.00
Interest \$ 0.00
Pen/Add Tax \$ 0.00

ENCUMBRANCEE (Full Name, Address and Mode of Holding)

PERKS PROPERTY DEVELOPMENTS PTY. LTD. ACN 101 634 342 OF RMB1769 VICKS ROAD CHERRY GARDENS SA 5157

Date 06/12/2004
----- End of Receipt -----

OPERATIVE CLAUSE

THE ENCUMBRANCER ENCUMBERS THE ESTATE AND INTEREST IN THE LAND ABOVE DESCRIBED FOR THE BENEFIT OF THE ENCUMBRANCEE SUBJECT TO THE ENCUMBRANCES AND OTHER INTERESTS AS SHOWN HEREON WITH AN ANNUITY OR RENT CHARGE OF

(a) Insert the amount of the annuity or rent charge

(a) TEN CENTS (\$0.10)

(b) State the term of the annuity or rent charge. If for life use the words "during his or her lifetime"

(b) TO BE PAID TO THE ENCUMBRANCEE
For a term of Ninety nine (99) years

(c) State the times appointed for payment of the annuity or rent charge. Any special covenants may be inserted on page 2.

(c) AT THE TIMES AND IN THE MANNER FOLLOWING
A yearly rent of Ten cents (\$0.10) payable on the 30th day of June each year commencing on the 30th day of June next ensuing after the execution hereof for a term of NINETY NINE (99) YEARS to the intent that the Encumbrancee shall hold the said yearly rent charge with the performance and observance of the covenants by the Encumbrancer contained or implied herein

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:

1. The Encumbrancee shall be entitled to exercise all the powers rights and remedies of an Encumbrance by virtue of any of the provisions of the Real Property Act (SA) 1886 as amended except insofar as the same hereby expressly or impliedly negated or modified.
2. In this Memorandum of Encumbrance:-
 - (a) where the Encumbrancee shall comprise more than one person all the covenants and agreements on the part of the Encumbrancee shall be joint and several.
 - (b) the expression the Encumbrancee includes the registered proprietor of the said land for the time being.
 - (c) where the context so permits words in the singular number shall include the plural and words in one gender shall include all genders.
 - (d) "the said land" shall mean the land described in the panel described "Certificate(s) of Title" being Encumbered on the front of this Memorandum of Encumbrance.
3. No fence or wall be erected or made on the said land or on any boundaries of the said land unless that fence or wall is of brick, masonry or colourbond steel construction or tubular pool fencing, subject to clause 4, unless consented to by the Encumbrancee.
4. No fence or wall of any nature will be erected on the said land where:-
 - (a) the fence is on the front boundary of the said land abutting the street frontage, or
 - (b) the fence is on the side boundaries of the said land anywhere along a distance from the front alignment or any building on the said land to the street frontage, or
 - (c) the fence is situated anywhere between the front of any residence erected on the said land and the street frontage abutting the said land.
5. No garage, shed, garden shed, tank or other outbuilding of any nature ("the erection") will be erected on the said land unless:-
 - (a) the roof of the erection is clad with colourbond iron, or
 - (b) the erection is constructed of either colourbond iron, bricks or masonry.
6. No service (whether water, electricity, gas, telephone or any other service will be connected to the said land which is on or above ground level.
7. No house, residence or other building ("the house") will be erected on the said land unless:-
 - (a) the roof of the house is constructed of colourbond steel, slate, shingles or roof tiles.
 - (b) the walls and external finishes of the house are constructed of stone, rendered concrete, rendered hardiflex or clay fired bricks.
 - (c) the house is of solid construction and is not a transportable or pre-erected construction.
8. No external sign, hoarding, mast, pole, radio aerial, tower will be made, placed or erected on the said land without the prior written approval of the Encumbrancee.
9. The Encumbrancer shall maintain and keep in neat, tidy and good order and condition the front yard and garden area between the street alignment of the said land and any building erected on the said land.
10. No water tank or other tank shall be erected on the said land unless it is of a colour that matches the dwelling house and the said land.

11. Front gardens shall be established within twelve (12) months of the completion of the dwelling and regular maintenance and upkeep must be carried out.
12. The Encumbrancer will not park, leave or store any boat, caravan or commercial vehicle in any street or thoroughfare that adjoins or abuts the said land and the Encumbrancer will not park, leave or store on the said land any boat, caravan or commercial vehicle any closer to the street at the front of the said land than any alignment of the dwelling house erected on the said land.
13. **PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE ENCUMBRANCER AND THE ENCUMBRANCEE** that the Encumbrancer shall be released and discharged from the payment to the Encumbrancee of the said annuity above provided and from the observance and performance of the several covenants and restrictions hereinbefore contained forthwith upon the Encumbrancer and its successive assigns respectively ceasing to be registered as the proprietors of the said land to the intent that the said annuity above provided and the several covenants and restrictions hereinbefore contained shall be binding upon the registered proprietors for the time being of the said land.

✓

Page 4 of 5

THIS PAGE IS LEFT INTENTIONALLY BLANK

For your information:

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

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

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

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

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

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

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

How to advise us of change of ownership?

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

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

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

Electronic settlement of funds is still preferred.

LOCAL GOVERNMENT RATES SEARCH

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

28 October 2025

DETAILS OF PROPERTY REFERRED TO:

Property ID : 64027
 Valuer General No : 1346753653
 Valuation : \$1,075,000.00
 Owner : Mr Jarrad Reynolds Newbold & Mrs Nicole Megan
 Newbold
 Property Address : 6 Coach Court WILLUNGA SA 5172
 Volume/Folio : CT-5932/396
 Lot/Plan No : Allotment 11 DP 66319
 Ward : 06 Southern Vales Ward

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

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

Postponed Amount in Arrears \$0.00

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

Total Rates Levied 2025-2026 \$3,928.74

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

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

Postponed Interest \$0.00

Less paid current financial year -\$982.74

Overpayment \$0.00

Legal Fees (current) \$0.00

Legal Fees (arrears) \$0.00

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

Balance - rates and other monies due and payable \$2,946.00

Property Related Debts \$0.00

BPAY Biller Code: 421503

TOTAL BALANCE

\$2,946.00

Ref: 1217880640274

AUTHORISED OFFICER
Danielle Hall

This statement is made the 28 October 2025

IMPORTANT INFORMATION REGARDING SEARCHES

Form 1 On Frome
147 Frome St
ADELAIDE SA 5000

Attention Conveyancers

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

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

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

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

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

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

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

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

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

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

Yours sincerely

City Of Onkaparinga

Telephone (08) 8384 0666

Certificate No: S76044/2025

Property Information And Particulars

In response to an enquiry pursuant to Section 7 of the

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

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

DETAILS OF PROPERTY REFERRED TO:

ASSESSMENT NO	:	97103
VALUER GENERAL NO	:	1346753653
VALUATION	:	\$1,075,000.00
OWNER	:	Mr Jarrad Reynolds Newbold & Mrs Nicole Megan Newbold
PROPERTY ADDRESS	:	6 Coach Court WILLUNGA SA 5172
VOLUME/FOLIO	:	CT-5932/396
LOT/PLAN NUMBER	:	Allotment 11 DP 66319
WARD	:	06 Southern Vales Ward

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

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

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

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

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

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

INFORMATION NOTE

CHANGES TO PLANNING POLICY AFFECTING LAND IN COUNCIL'S AREA

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

Development Act 1993 (repealed)

Section 42

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

Application Number	145/4396/2004
Description	Dwelling with Verandah & Garage
Decision	Approved
Decision Date	30 May 2005

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. 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.
3. 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.
4. All plants, shrubs, trees and lawn and/or ground cover shall be maintained in good condition at all times. Any diseased or dying plants, shrubs, trees or lawn and/or ground cover shall be replaced whenever necessary.
5. The road and driveway crossover between the back of kerb and the boundary shall be shaped to provide a minimum width of 2.0 metres on local roads (and 2.5 metres on higher order roads) measured from behind the back of kerb with 2.5 per cent fall towards the road, suitable for pedestrian traffic.
6. The dwelling shall not be occupied until all necessary infrastructure has been provided to the site of the dwelling, including but not limited to a formed and sealed road and watertable, water supply and sewerage services, drainage/stormwater disposal and electricity services.
7. Council encroachment over easement conditions:
 - Approval for earthworks over easement is subject to the following conditions in relation to stormwater management.
 - Ground level changes over easement shall be limited to:
 - 1.0m max fill over easement.
 - 0.10m max cut over easement
 - Where the original ground level is to be changed over the easement, the owner / builder shall ensure that any stormwater connection inspection cap and / or service covers are adjusted to match the finished surface levels. This work and cost is the responsibility of the owner and or builder. All easement inspection points shall remain accessible for maintenance purposes at all times.
 - The owner / builder is to locate the pipe to ensure that any works do not damage or intrude into the drainage pipe.
8. Any damage done to the drainage system is to be notified to Council and such damage rectified by owner, at owners expense, to Councils satisfaction.
9. 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 or
 - 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.

Building Rules Consent Conditions

1. Public and Environmental Health Act, 1987 approval of the method of disposal of sewage and sillage from the building shall be obtained prior to the commencement of work. (Reg 77)

Application Number	145/673/2008
Description	Verandahs
Decision	Approved
Decision Date	22 February 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. 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.
3. That effective measures be implemented during the construction of the development and on-going use of the land in accordance with this consent to:
 - prevent silt run-off from the land to adjoining properties, roads and drains
 - control dust arising from the construction and other activities, so as not to, in the opinion of Council, be a nuisance to residents or occupiers on adjacent 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 or
 - 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.

Building Rules Consent Conditions

1. Stormwater shall be diverted away from the building and shall not pond against or near the footings and shall not be discharged onto adjoining land. Where drainage is directed to the street water table, this shall be by way of a Council approved storm water drainage system.
2. Roof sheeting and purlins shall be fixed in accordance with the manufacturers recommendation and specifications.
3. The proposed structure shall not be enclosed at any time without the prior consent of Council.

Planning Act 1982 (repealed)

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

Building Act 1971 (repealed)

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

Planning and Development Act 1966 (repealed)

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

Planning, Development and Infrastructure Act 2016

Part 5 – Planning and Design Code

Zones

Township Neighbourhood (TN)

Subzones

No

Zoning overlays

Overlays

Affordable Housing

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

Character Preservation District (Township)

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

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.

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

Is the land designated as a Local Heritage Place? NO

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

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

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

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

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

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

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

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

Section 127

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

Application ID: 24011996

Development Description: Pruning of one significant tree – Eucalyptus camaldulensis – River Red Gum

Site Address: 6 COACH CT WILLUNGA SA 5172

Development Authorisation: Planning Consent

Date of authorisation: 21 June 2024

Name of relevant authority that granted authorisation: Assessment Manager at City of Onkaparinga
Condition 1

The development granted Development Approval shall be undertaken and completed in accordance with the stamped plans and documentation, except where varied by conditions below.

Condition 2

Pruning shall be in accordance with the recommendations under section 5 (Discussion) of the report by Tertiary Tree Consulting. Additionally, the works should be undertaken by a minimum qualified level 3 AQTF Arborist in accordance with Australian Standard AS 4373-2007 Pruning of amenity trees and pruning cuts should not exceed 60mm in diameter.

Development Authorisation: Development Approval: and Planning Consent

Date of authorisation: 21 June 2024

Name of relevant authority that granted authorisation: City of Onkaparinga

Part 2—Items to be included if land affected

Development Act 1993 (repealed)

Section 50(1)

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

Section 50(2)

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

Section 55

Order to remove or perform work NO

Section 56

Notice to complete development NO

Section 57

Land management agreement 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.

Dealing 10090028 AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2)

Section 69

Emergency order NO

Section 71 (only)

Fire safety notice NO

Section 84

Enforcement notice NO

Section 85(6), 85(10) or 106

Enforcement Order NO

Part 11 Division 2

Proceedings NO

Fire and Emergency Services Act 2005

Section 105F (or section 56 or 83 (repealed))

Notice NO

Section 56 (repealed)

Notice issued NO

Food Act 2001

Section 44

Improvement notice *issued against the land* NO

Section 46

Prohibition order NO

Housing Improvement Act 1940 (repealed)

Section 23

Declaration that house is undesirable or unfit for human habitation NO

Land Acquisition Act 1969

Section 10

Notice of intention to acquire NO

Local Government Act 1934 (repealed)

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

Local Government Act 1999

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

Refer to separate attachment for Rates and Charges

Local Nuisance and Litter Control Act 2016

Section 30

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

Planning, Development and Infrastructure Act 2016

Section 139

Notice of proposed work and notice may require access NO

Section 140

Notice requesting access NO

Section 141

Order to remove or perform work NO

Section 142

Notice to complete development NO

Section 155

Emergency order NO

Section 157

Fire safety notice NO

Section 192 or 193

Land Management Agreements NO

Section 198(1)

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

Section 198(2)

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

Part 16 - Division 1

Proceedings

NO

Section 213

Enforcement notice

NO

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

Enforcement order

NO

Public and Environmental Health Act 1987 (repealed)

Part 3

Notice

NO

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

Part 2 – Condition (that continues to apply) of an approval

YES

Application Number	145/200/2004
Description	4000 litre septic tank
Decision	Approved
Decision Date	22 April 2005

Waste Control Conditions

AUSTRALIAN STANDARD & RELEVANT CODE REQUIREMENTS

1. 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
2. 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.
3. 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.
4. That the use of the septic tank system does not vary from that indicated on the application for approval to install the system.
5. That the septic tank system be operated and maintained in accordance with the Standards for Installation & Operation of Septic Tank Systems.
6. 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.
7. 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.
8. **REQUIREMENTS OF INSPECTION**
9. Notification to Council is required one full working day in advance for inspection of the following stages:
 - Underfloor plumbing
 - Drain, septic tank and disposal system
 - Final inspection
10. The installation of the system (or part) is to be carried out by a licensed person and in strict accordance with the details and plans as approved.
11. Any variation to the work as approved must not be undertaken until that variation has received Council approval.
12. All plumbing and drainage work associated with the installation shall comply with the SA Health Commission's **Waste Control System Codes**.

13. The use of the Waste Control System shall not vary from that indicated on the application for approval of the system.
14. The Waste Control System shall be operated and maintained in accordance with the requirements of Council.
15. Approval to install the Waste Control System shall become void if work is not commenced within (12) months after the day on which approval was given.
16. The cut into the STEDS Connection be overseen by the STEDS Coordinator, United Utilities Australia on 8273 5567.

Community wastewater management system (CWMS) infrastructure can exist within private land and may not be identified on the associated certificate of title. The City of Onkaparinga (Council) is a licensed Water Industry Entity under the provisions of the Water Industry Act 2012.

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
NO

South Australian Public Health (Wastewater) Regulations 2013

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

Particulars of building indemnity insurance

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

Particulars relating to environment protection

Further information held by council

Does the council hold details of any development approvals relating to: NO

- (a) commercial or industrial activity at the land; or
- (b) a change in the use of the land or part of the land (within the meaning of the *Development Act 1993*) or the *Planning, Development and Infrastructure Act 2016*?

Note –

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

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

It should be noted that –

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

General

Easement

Does a Council drainage easement exist? – Refer to Certificate of Title of subdivision plans (ie Deposited Plans, Community Plans, File Plans etc) for details of easements in the interests of other State Departments or Agencies). YES

Easements over private land may show on a certificate of title and indicate that council or another authority have some form of infrastructure within them, such as stormwater drainage pipes or other services. Refer to [Encroachment over council easements](#) on our website for further information.

Are you aware of any encroachment on the Council easement? YES

Important information to the owner about Councils rights when there is an approved or unapproved encroachment in, on or above a drainage easement:

Council requires free, unrestricted and unobstructed access to the drainage easement for construction, maintenance and operational purposes;

Council will endeavour to provide one months notice for any planned work that requires access to the easement.

In an emergency Council will require immediate access to the easement;

Approved encroachments do not diminish Councils rights to the easement and may be removed (if required) at the owners cost;

Reinstatement of an approved encroachment at the owners cost may be approved or may require modification;

Unapproved encroachments or property improvements in, on or above the easement that do not meet relevant building and engineering standards may be removed at the owners cost and may not be approved to be reinstated.

If you have any further queries, please contact the Permit Officers on 8384 0666.

Lease, agreement for lease, tenancy agreement or licence

(The information does not include the information about sublease or subtenancy.

NO

The purchaser may seek that information from the lessee or tenant or sublessee or subtenant.)

Caveat

NO

Other

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

NO

PLEASE NOTE:

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

This statement is made the 27 October 2025

Amy Watts

Team Leader – Development Support (Acting)

AUTHORISED OFFICER

Account Number 13 46753 65 3	L.T.O Reference CT5932396	Date of issue 28/10/2025	Agent No. 7627	Receipt No. 2724306
---------------------------------	------------------------------	-----------------------------	-------------------	------------------------

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: J R & N M NEWBOLD
Location: 6 COACH CT WILLUNGA LT 11 D66319
Description: 10HDG V Capital Value: \$1 075 000
Rating: Residential

Periodic charges

Raised in current years to 30/9/2025

			\$
	Arrears as at: 30/6/2025	:	0.00
Water main available: 1/7/2005	Water rates	:	82.30
Sewer main available:	Sewer rates	:	0.00
	Water use	:	106.05
	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	:	188.35CR
	Balance outstanding	:	0.00

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

Next quarterly charges: Water supply: 82.30 Sewer: 0.00 Bill: 3/12/2025

A sewer main is not available to this property.

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

The last Water Use Year ended on 28/05/2025.

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

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

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

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

South Australian Water Corporation

Name: **Water & Sewer Account**
J R & N M NEWBOLD Acct. No.: 13 46753 65 3 Amount: _____

Address:
6 COACH CT WILLUNGA LT 11 D66319

Payment Options

EFT

EFT Payment

Bank account name: SA Water Collection Account
BSB number: 065000
Bank account number: 10622859
Payment reference: 1346753653



Bill code: 8888
Ref: 1346753653

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: 1346753653



CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

ABN 19 040 349 865
Emergency Services Funding Act 1998

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

PIR Reference No: 2724306

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

DATE OF ISSUE
28/10/2025

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

OWNERSHIP NUMBER	OWNERSHIP NAME			
14235564	J R & N M NEWBOLD			
PROPERTY DESCRIPTION				
6 COACH CT / WILLUNGA SA 5172 / LT 11 D66319				
ASSESSMENT NUMBER	TITLE REF. <small>(A "+" indicates multiple titles)</small>	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
1346753653	CT 5932/396	\$1,075,000.00	R4 1.000	RE 0.400
LEVY DETAILS:				
	FIXED CHARGE	\$	50.00	
	+ VARIABLE CHARGE	\$	363.75	
	- REMISSION	\$	218.85	
	- CONCESSION	\$	0.00	
	+ ARREARS / - PAYMENTS	\$	0.00	
	= AMOUNT PAYABLE	\$	194.90	
FINANCIAL YEAR				
2025-2026				

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

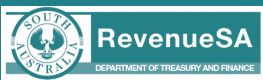
EXPIRY DATE 26/01/2026



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
14235564

OWNERSHIP NAME
J R & N M NEWBOLD

ASSESSMENT NUMBER
1346753653

AMOUNT PAYABLE
\$194.90

AGENT NUMBER
100019412

AGENT NAME
FORM 1 ON FROME

EXPIRY DATE
26/01/2026

+70102368130022> +001571+ <0550408175> <0000019490> +444+

OFFICIAL: Sensitive

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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




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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Billers Code: 456285 Ref: 7010236813</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au © Registered to BPAY Pty Ltd ABN 69 079 137 518</p>	 <p>To pay via the internet go to: www.revenuesaonline.sa.gov.au</p>	 <p>Send your cheque or money order, made payable to the Community Emergency Services Fund, along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
--	---	---

ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.



RevenueSA

DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 865
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

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

PIR Reference No: 2724306

DATE OF ISSUE

28/10/2025

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

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NAME

J R & N M NEWBOLD

FINANCIAL YEAR

2025-2026

PROPERTY DESCRIPTION

6 COACH CT / WILLUNGA SA 5172 / LT 11 D66319

ASSESSMENT NUMBER

1346753653

TITLE REF.

(A "+" indicates multiple titles)

CT 5932/396

TAXABLE SITE VALUE

\$450,000.00

AREA

0.0727 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

26/01/2026



**Government of
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



RevenueSA

DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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




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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Billers Code: 456293 Ref: 7010236722</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au © Registered to BPAY Pty Ltd ABN 69 079 137 518</p>	 <p>To pay via the internet go to: www.revenuesaonline.sa.gov.au</p>	 <p>Send your cheque or money order, made payable to the Commissioner of State Taxation, along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
--	---	--

ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.

Form R3

Buyers information notice

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

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

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

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

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

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

Safety

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

Enjoyment

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

Value

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

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

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

IMPORTANT NOTICE
SMOKE ALARM LEGISLATION

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

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

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

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