

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 6009 Folio 145

**Parent Title(s)** CT 5993/886  
**Creating Dealing(s)** RTU 10932387  
**Title Issued** 06/05/2008      **Edition** 5      **Edition Issued** 30/04/2019

## Estate Type

FEE SIMPLE

## Registered Proprietor

KYM JACK ALLDRITT  
KATE ANN ALLDRITT  
OF 21 MEADOW BANK WAY ALDINGA BEACH SA 5173  
AS JOINT TENANTS

## Description of Land

ALLOTMENT 56 DEPOSITED PLAN 77376  
IN THE AREA NAMED ALDINGA BEACH  
HUNDRED OF WILLUNGA

## Easements

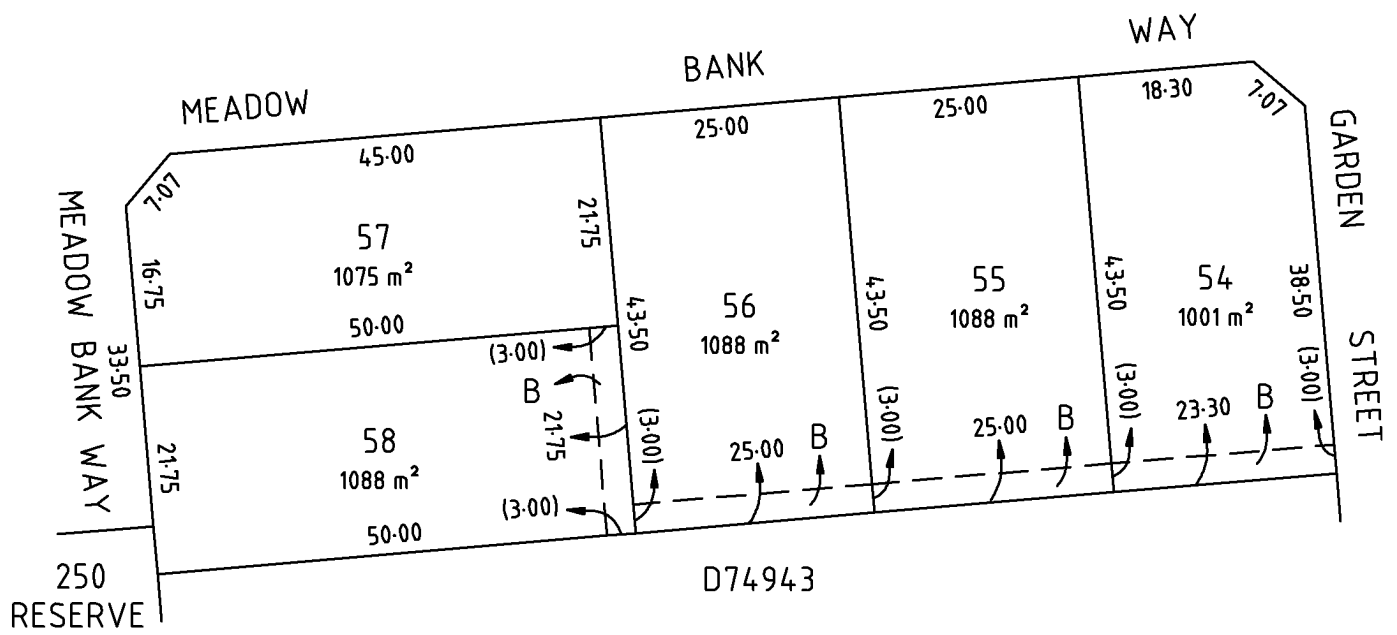
SUBJECT TO SERVICE EASEMENT(S) OVER THE LAND MARKED B FOR DRAINAGE PURPOSES TO THE COUNCIL FOR THE AREA (223LG RPA)

## Schedule of Dealings

Dealing Number	Description
10516763	AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2)
10984645	ENCUMBRANCE TO KENTMAN PTY. LTD. (SINGLE COPY ONLY)
13097811	MORTGAGE TO BENDIGO & ADELAIDE BANK LTD. (ACN: 068 049 178)

## Notations

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





ABN 19 040 349 865  
Emergency Services Funding Act 1998

# CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

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

PIR Reference No: 2726947

FENTONS FORMS PTY LTD  
POST OFFICE BOX 298  
CHRISTIES BEACH SA 5165

DATE OF ISSUE

04/11/2025

**ENQUIRIES:**

Tel: (08) 8372 7534

Email: [contactus@revenuesa.sa.gov.au](mailto:contactus@revenuesa.sa.gov.au)

**OWNERSHIP NUMBER**

15895601

**OWNERSHIP NAME**

K J & K A ALLDRITT

**PROPERTY DESCRIPTION**

21 MEADOW BANK WAY / ALDINGA BEACH SA 5173 / LT 56 D77376

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
1317067929	CT 6009/145	\$1,025,000.00	R4 1.000	RE 0.400

**LEVY DETAILS:**

**FINANCIAL YEAR**

2025-2026

<b>FIXED CHARGE</b>	\$	50.00
<b>+ VARIABLE CHARGE</b>	\$	346.85
<b>- REMISSION</b>	\$	208.70
<b>- CONCESSION</b>	\$	0.00
<b>+ ARREARS / - PAYMENTS</b>	\$	-188.15
<b>= <u>AMOUNT PAYABLE</u></b>	\$	0.00

**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**

02/02/2026



**Government of  
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

## CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

**PAYMENT REMITTANCE ADVICE**

**No payment is required on this Certificate**

**OFFICIAL: Sensitive**

**Please Note:**

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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




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

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

For more information:

Visit: [www.revenuesa.sa.gov.au](http://www.revenuesa.sa.gov.au)  
Email: [contactus@revenuesa.sa.gov.au](mailto:contactus@revenuesa.sa.gov.au)  
Phone: (08) 8372 7534

**PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW**

 <p><b>Billers Code: 456285</b> <b>Ref: 7010671217</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: <a href="http://www.bpay.com.au">www.bpay.com.au</a> © Registered to BPAY Pty Ltd ABN 69 079 137 518</p>	 <p><b>To pay via the internet go to:</b> <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></p>	 <p>Send your cheque or money order, made payable to the <b>Community Emergency Services Fund</b>, along with this <b>Payment Remittance Advice</b> to: <b>Please refer below.</b> <b>Revenue SA</b> <b>Locked Bag 555</b> <b>ADELAIDE SA 5001</b></p>
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**ACTION REQUIRED:** In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.

**RevenueSA**

DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 865  
Land Tax Act 1936**CERTIFICATE OF LAND TAX PAYABLE**

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

PIR Reference No: 2726947

**DATE OF ISSUE**

04/11/2025

FENTONS FORMS PTY LTD  
POST OFFICE BOX 298  
CHRISTIES BEACH SA 5165

**ENQUIRIES:**

Tel: (08) 8372 7534

Email: [contactus@revenuesa.sa.gov.au](mailto:contactus@revenuesa.sa.gov.au)**OWNERSHIP NAME**

K J &amp; K A ALLDRITT

**FINANCIAL YEAR**

2025-2026

**PROPERTY DESCRIPTION**

21 MEADOW BANK WAY / ALDINGA BEACH SA 5173 / LT 56 D77376

**ASSESSMENT NUMBER**

1317067929

**TITLE REF.**

(A "+" indicates multiple titles)

CT 6009/145

**TAXABLE SITE VALUE**

\$500,000.00

**AREA**

0.1088 HA

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

<b>CURRENT TAX</b>	<b>\$</b>	0.00	<b>SINGLE HOLDING</b>	<b>\$</b>	0.00
<b>- DEDUCTIONS</b>	<b>\$</b>	0.00			
<b>+ ARREARS</b>	<b>\$</b>	0.00			
<b>- PAYMENTS</b>	<b>\$</b>	0.00			
<b>= <u>AMOUNT PAYABLE</u></b>	<b>\$</b>	<b>0.00</b>			

**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****02/02/2026**

See overleaf for further information

**Government of  
South Australia**

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**

**OFFICIAL: Sensitive**

**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](http://www.revenuesa.sa.gov.au)  
Email: [contactus@revenuesa.sa.gov.au](mailto:contactus@revenuesa.sa.gov.au)  
Phone: (08) 8372 7534

**PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW**

 <b>Biller Code: 456293</b> <b>Ref: 7010671126</b>  Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: <a href="http://www.bpay.com.au">www.bpay.com.au</a> <small>© Registered to BPAY Pty Ltd ABN 69 079 137 518</small>	 <b>To pay via the internet go to:</b> <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a>	 Send your cheque or money order, made payable to the <b>Commissioner of State Taxation</b> , along with this <b>Payment Remittance Advice</b> to: <b>Please refer below.</b> <b>Revenue SA</b> <b>Locked Bag 555</b> <b>ADELAIDE SA 5001</b>
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**ACTION REQUIRED:** In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
13 17067 92 9	CT6009145	4/11/2025	8278	2726947

FENTONS FORMS PTY LTD  
 PO BOX 298  
 CHRISTIES BEACH SA 5165  
 admin@fentonsforms.com.au

Section 7/Elec

## Certificate of Water and Sewer Charges & Encumbrance Information

### Property details:

Customer: K J & K A ALLDRITT  
 Location: 21 MEADOW BANK WAY ALDINGA BEACH LT 56 D77376  
 Description: 7HDG Capital \$1 025 000  
 Value:  
 Rating: Residential

### Periodic charges

Raised in current years to 30/9/2025

			\$
	Arrears as at: 30/6/2025	:	0.00
Water main available: 13/5/2009	Water rates	:	82.30
Sewer main available: 25/6/2009	Sewer rates	:	151.19
	Water use	:	85.61
	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	:	319.10CR
	Balance outstanding	:	0.00

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

Next quarterly charges: Water supply: 82.30 Sewer: 151.19 Bill: 3/12/2025

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

The last Water Use Year ended on 22/05/2025.

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:  
K J & K A ALLDRITT

Water & Sewer Account  
Acct. No.: 13 17067 92 9

Amount: \_\_\_\_\_

Address:  
21 MEADOW BANK WAY ALDINGA  
BEACH LT 56 D77376

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### Payment Options

**EFT**

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	1317067929



Bill code: 8888  
Ref: 1317067929

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](http://bpay.com.au)



Paying online

Pay online at [www.sawater.com.au/paynow](http://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: 1317067929



**Government of  
South Australia**

**South Australian Water Corporation**  
250 Victoria Square/Tarntanyangga  
Adelaide SA 5000  
GPO Box 1751 Adelaide SA 5001

1300 SA WATER  
(1300 729 283)  
ABN 69 336 525 019  
[sawater.com.au](http://sawater.com.au)

# Property Interest Report

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

Title Reference	CT 6009/145	Reference No. 2726947
Registered Proprietors	K J & K A*ALLDRITT	Prepared 04/11/2025 09:48
Address of Property	21 MEADOW BANK WAY, ALDINGA BEACH, SA 5173	
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](http://www.cbs.sa.gov.au)

Prescribed encumbrance	Particulars (Particulars in bold indicates further information will be provided)
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### 1. General

- |     |  |  |
|-----|--|--|
| 1.1 | Mortgage of land<br><br><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<br>(whether over the land or annexed to the land)<br><br>Note--"Easement" includes rights of way and party wall rights<br><br><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<br><br><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<br>(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.)<br><br><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<br><br>also<br><br>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
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## 7. Emergency Services Funding Act 1998

7.1	section 16 - Notice to pay levy	<b>An Emergency Services Levy Certificate will be forwarded.</b> <b>If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.</b>  <b>Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates</b> <b><a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></b>
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## 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
<b>9.</b>	<b><i>Fences Act 1975</i></b>	
9.1	section 5 - Notice of intention to perform fencing work	Contact the vendor for these details
<b>10.</b>	<b><i>Fire and Emergency Services Act 2005</i></b>	
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
<b>11.</b>	<b><i>Food Act 2001</i></b>	
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
<b>12.</b>	<b><i>Ground Water (Qualco-Sunlands) Control Act 2000</i></b>	
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
<b>13.</b>	<b><i>Heritage Places Act 1993</i></b>	
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
<b>14.</b>	<b><i>Highways Act 1926</i></b>	
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
<b>15.</b>	<b><i>Housing Improvement Act 1940 (repealed)</i></b>	
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
<b>16.</b>	<b><i>Housing Improvement Act 2016</i></b>	

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
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## **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 | <b>A Land Tax Certificate will be forwarded.</b><br><b>If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.</b><br><br><b>Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates</b><br><b><a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></b> |
|------|---|---|

## **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
<b>25. <i>Native Vegetation Act 1991</i></b>		
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
<b>26. <i>Natural Resources Management Act 2004 (repealed)</i></b>		
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
<b>27. <i>Outback Communities (Administration and Management) Act 2009</i></b>		
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](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<br><br>also<br><br>Contact the Local Government Authority for other details that might apply    |
| 32.3 | <i>South Australian Public Health (Wastewater) Regulations 2013</i> Part 4 - Condition (that continues to apply) of an approval | Public Health in DHW has no record of any condition affecting this title<br><br>also<br><br>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 | <b>An SA Water Certificate will be forwarded.<br/>If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950</b><br><br>also<br><br>The Office of the Technical Regulator in DEM has no record of any notice or order affecting this title<br><br>also<br><br>Lightsview Re-Water Supply Co Pty Ltd has no record of any notice or order affecting this title.<br><br>also<br><br>Robusto Investments Pty. Ltd. trading as Compass Springs has no current record of any notice or order affecting this title.<br><br>also<br><br>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<br><br>also<br><br>Contact the vendor for these details<br><br>also<br><br>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<br>also<br>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<br>also<br>EPA (SA) has no record of any particulars relating to items 3, 4 or 5 affecting this title<br>also<br>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

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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](mailto:DEWwaterlicensing@sa.gov.au).

## Certificate of Title

**Title Reference:** CT 6009/145  
**Status:** CURRENT  
**Edition:** 5

## Dealings

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

## Priority Notices

NIL

## Registrar-General's Notes

No Registrar-General's Notes exist for this title

## Certificate of Title

**Title Reference:** CT 6009/145

**Status:** CURRENT

**Parent Title(s):** CT 5993/886

**Dealing(s) Creating Title:** RTU 10932387

**Title Issued:** 06/05/2008

**Edition:** 5

## Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
17/04/2019	30/04/2019	13097811	MORTGAGE	REGISTERED	BENDIGO & ADELAIDE BANK LTD. (ACN: 068 049 178)
17/04/2019	30/04/2019	13097810	TRANSFER	REGISTERED	KYM JACK ALLDRITT, KATE ANN ALLDRITT
17/04/2019	30/04/2019	13097809	DISCHARGE OF MORTGAGE	REGISTERED	12030634
31/10/2013	20/11/2013	12030634	MORTGAGE	REGISTERED	NATIONAL AUSTRALIA BANK LTD.
31/10/2013	20/11/2013	12030633	DISCHARGE OF MORTGAGE	REGISTERED	10997126
11/07/2008	23/07/2008	10997126	MORTGAGE	REGISTERED	COMMONWEALTH BANK OF AUSTRALIA
24/06/2008	07/07/2008	10984645	ENCUMBRANCE	REGISTERED	KENTMAN PTY. LTD. (ACN: 097 060 047)
24/06/2008	07/07/2008	10984644	TRANSFER	REGISTERED	DAVID JOHN BAKER, TERESA WILHELMINA BAKER
24/06/2008	07/07/2008	10984643	DISCHARGE OF MORTGAGE	REGISTERED	9539150
02/08/2006	05/09/2006	10516763	AGREEMENT	REGISTERED	CITY OF ONKAPARINGA
03/03/2003	13/03/2003	9539150	MORTGAGE	REGISTERED	R.M.B.L. INVESTMENTS LTD.



## Certificate of Title

**Title Reference** CT 6009/145  
**Status** CURRENT  
**Easement** YES  
**Owner Number** 15895601  
**Address for Notices** 21 MEADOW BANK WAY ALDINGA BEACH, SA 5173  
**Area** 1088m<sup>2</sup> (CALCULATED)

## Estate Type

Fee Simple

## Registered Proprietor

KYM JACK ALLDRITT  
KATE ANN ALLDRITT  
OF 21 MEADOW BANK WAY ALDINGA BEACH SA 5173  
AS JOINT TENANTS

## Description of Land

ALLOTMENT 56 DEPOSITED PLAN 77376  
IN THE AREA NAMED ALDINGA BEACH  
HUNDRED OF WILLUNGA

## Last Sale Details

**Dealing Reference** TRANSFER (T) 13097810  
**Dealing Date** 16/04/2019  
**Sale Price** \$712,000  
**Sale Type** FULL VALUE / CONSIDERATION AND WHOLE OF LAND

## Constraints

### Encumbrances

Dealing Type	Dealing Number	Beneficiary
AGREEMENT	10516763	CITY OF ONKAPARINGA
ENCUMBRANCE	10984645	KENTMAN PTY. LTD. (ACN: 097 060 047)
MORTGAGE	13097811	BENDIGO & ADELAIDE BANK LTD. (ACN: 068 049 178)

### Stoppers

NIL

## Valuation Numbers

Valuation Number	Status	Property Location Address
1317067929	CURRENT	21 MEADOW BANK WAY, ALDINGA

Valuation Number	Status	Property Location Address
		BEACH, SA 5173

## Notations

### Dealings Affecting Title

NIL

### Notations on Plan

NIL

### Registrar-General's Notes

NIL

### Administrative Interests

NIL

## Valuation Record

<b>Valuation Number</b>	1317067929
<b>Type</b>	Site & Capital Value
<b>Date of Valuation</b>	01/01/2025
<b>Status</b>	CURRENT
<b>Operative From</b>	01/07/2008
<b>Property Location</b>	21 MEADOW BANK WAY, ALDINGA BEACH, SA 5173
<b>Local Government</b>	ONKAPARINGA
<b>Owner Names</b>	KATE ANN ALLDRITT KYM JACK ALLDRITT
<b>Owner Number</b>	15895601
<b>Address for Notices</b>	21 MEADOW BANK WAY ALDINGA BEACH, SA 5173
<b>Zone / Subzone</b>	HIN - Home Industry
<b>Water Available</b>	Yes
<b>Sewer Available</b>	Yes
<b>Land Use</b>	1100 - House
<b>Description</b>	7HDG SP SHEDRMS
<b>Local Government Description</b>	Residential

## Parcels

Plan/Parcel	Title Reference(s)
D77376 ALLOTMENT 56	CT 6009/145

## Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$500,000	\$1,025,000			
Previous	\$345,000	\$900,000			

## Building Details

Valuation Number	1317067929
Building Style	Conventional
Year Built	2009
Building Condition	Very Good
Wall Construction	Brick
Roof Construction	Tiled (Terra Cotta or Cement)
Equivalent Main Area	290 sqm
Number of Main Rooms	7

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

Telephone (08) 8384 0666

**Certificate No: S76221/2025**

**Property Information And Particulars**

In response to an enquiry pursuant to Section 7 of the

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

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**TO:** Fentons Forms  
PO Box 298  
CHRISTIES BEACH SA 5165

**DETAILS OF PROPERTY REFERRED TO:**

ASSESSMENT NO	:	102772
VALUER GENERAL NO	:	1317067929
VALUATION	:	\$1,025,000.00
OWNER	:	Mr Kym Jack Alldritt & Mrs Kate Ann Alldritt
PROPERTY ADDRESS	:	21 Meadow Bank Way ALDINGA BEACH SA 5173
VOLUME/FOLIO	:	CT-6009/145
LOT/PLAN NUMBER	:	Allotment 56 DP 77376
WARD	:	01 South Coast Ward

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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  
145/1945/2008

Application Number

Description Detached single storey dwelling with garage and porch

Decision Approved

Decision Date 22 August 2008

##### Development Plan Consent Conditions

1. All development shall be completed in accordance with the plan(s) and documents submitted with and forming part of the development application except where varied by the following condition(s).
2. The front setback area (between the front property boundary and front of the house) shall be planted with suitable trees, shrubs, lawn and/or ground cover. Such landscaping shall be completed within 6 months of the occupation of the dwelling and maintained in good condition at all times.
3. All stormwater drainage shall discharge so that it does not flow or discharge onto land of adjoining owners or in the opinion of Council detrimentally affect structures on this site or any adjoining land.
4. That effective measures be implemented during the construction of the development and on-going use of the land in accordance with this consent to:
  - prevent silt run-off from the land to adjoining properties, roads and drains
  - control dust arising from the construction and other activities, so as not to, in the opinion of Council, be a nuisance to residents or occupiers on adjacent or nearby land
  - ensure that soil or mud is not transferred onto the adjacent roadways by vehicles leaving the site
  - ensure that all litter and building waste is contained on the subject site in a suitable bin or enclosure 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. The roof trusses for the tiled roof shall be:
  - A proprietary product designed using certified software and manufactured by a licensed manufacturer to the provisions of AS1720.1 and AS1649,
  - Have the top and bottom chords and webs restrained in accordance with the requirements of the truss design parameters
  - Where battens terminate at a truss (ie gable truss, hip truss, etc) the battens shall either continue past the face of the truss by at least 75mm or the truss shall be provided with blocking, spacers or equivalent.
  - Where bottom chord and web restraints are joined they shall be overlapped at the truss (with the ends continuing past the face of the truss by at least 75mm)
  - Be provided with top and bottom chord bracing accordance with AS4440 and the manufacturers specification,
  - Be stored, erected and installed in accordance with AS4440 and the manufacturers specification,
  - BCA-P2.1

Application Number

145/3924/2008

Description

Garage (12.2m x 9.1m x 6m high) sited in rear yard of allotment and setback 3m from the rear boundary.

Decision

Approved

Decision Date

15 January 2009

#### Development Plan Consent Conditions

1. All development shall be completed in accordance with the plan(s) and documents submitted with and forming part of the development application except where varied by the following condition(s).
2. 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 building shall not be used for any commercial or industrial purposes other than those which constitute a Home Activity as defined by Schedule 1 of the Development Regulations.
4. The building shall not be used for human habitation.
5. That effective measures be implemented during the construction of the development and on-going use of the land in accordance with this consent to:
  - prevent silt run-off from the land to adjoining properties, roads and drains
  - control dust arising from the construction and other activities, so as not to, in the opinion of Council, be a nuisance to residents or occupiers on adjacent or nearby land
  - ensure that soil or mud is not transferred onto the adjacent roadways by vehicles leaving the site
  - ensure that all litter and building waste is contained on the subject site in a suitable bin or enclosure
  - ensure that no sound is emitted from any device, plant or equipment or from any source or activity to become an unreasonable nuisance, in the opinion of Council, to the occupiers of adjacent land.

#### 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. The structure shall be constructed in accordance with the manufacturers certified design for the relevant wind speed, and shall be securely braced and tied down to the footings.

Application Number	145/1764/2009
Description	Variation to application 3924/2008 'inclusion of windows'
Decision	Approved
Decision Date	16 June 2009

#### Development Plan Consent Conditions

1. All development shall be completed in accordance with the plans and documents submitted with and forming part of the development application.

Application Number	145/4131/2009
Description	Swimming pool and safety fence
Decision	Approved
Decision Date	11 November 2009

#### Building Rules Consent Conditions

1. Design, construction & performance of fences, gates, retaining walls, windows, doorsets and balconies intended to form part of a barrier that will restrict the access of young children to swimming pools are to comply with the Building Code of Australia Part 3.9.3 and Australian Standard AS1926.1-1993 (examples of suitable design attached). These barriers are to be erected prior to placing water in the swimming pool

### **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

Home Industry (HIn)

## Subzones

No

Zoning overlays

## Overlays

### Airport Building Heights (Aircraft Landing Area)

The Airport Building Heights (Aircraft Landing Area) Overlay seeks to ensure building height does not pose a hazard to the operation and safety requirements of aircraft landing areas.

### Building Near Airfields

The Building Near Airfields Overlay seeks to ensure development does not pose a hazard to the operational and safety requirements of commercial and military airfields.

### 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

NO

## Part 2—Items to be included if land affected

### Development Act 1993 (repealed)

#### *Section 50(1)*

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

#### *Section 50(2)*

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

#### *Section 55*

Order to remove or perform work NO

#### *Section 56*

Notice to complete development NO

#### *Section 57*

Land management agreement 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 10516763 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

NO

### *Public and Environmental Health (Waste Control) Regulations 2010 revoked*

Regulation 19 - Maintenance order (that has not been complied with)

NO

## South Australian Public Health Act 2011

### Section 92

Notice

NO

### *South Australian Public Health (Wastewater) Regulations 2013*

Part 4 – Condition (that continues to apply) of an approval

NO

## Particulars of building indemnity insurance

NO

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

## Particulars relating to environment protection

### *Further information held by council*

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

NO

(a) commercial or industrial activity at the land; or

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

### Note –

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

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

It should be noted that –

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

## General

### *Easement*

YES

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).

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

### **Rainwater tank & Outbuildings**

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 04 November 2025

Cherie Bonham

Team Leader for Development Support

**AUTHORISED OFFICER**

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LOCAL GOVERNMENT RATES SEARCH

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**TO:** Fentons Forms  
PO Box 298  
CHRISTIES BEACH SA 5165

04 November 2025

**DETAILS OF PROPERTY REFERRED TO:**

Property ID : 68452  
Valuer General No : 1317067929  
Valuation : \$1,025,000.00  
Owner : Mr Kym Jack Alldritt & Mrs Kate Ann Alldritt  
Property Address : 21 Meadow Bank Way ALDINGA BEACH SA 5173  
Volume/Folio : CT-6009/145  
Lot/Plan No : Allotment 56 DP 77376  
Ward : 01 South Coast Ward

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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, \$12.62  
and/or Block Clearing Charges

Postponed Amount in Arrears \$0.00

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

**Total Rates Levied 2025-2026 \$2,540.93**

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

Fines and interest charged in the current financial year (2% fine when rates first \$17.48  
become overdue and interest applied per month thereafter at LGA-prescribed rate)

Postponed Interest \$0.00

Less paid current financial year -\$648.55

Overpayment \$0.00

Legal Fees (current) \$0.00

Legal Fees (arrears) \$0.00

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

Balance - rates and other monies due and payable \$1,922.48

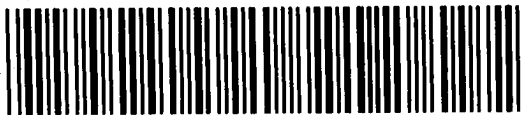
Property Related Debts \$0.00

**BPAY Biller Code: 421503****TOTAL BALANCE****\$1,922.48****Ref: 1179110684520****AUTHORISED OFFICER**

This statement is made the 04 November 2025

Jay Moyle

Orig. AG 10516763



15:33 2-Aug-2006

1 of 3

Fees: \$0.00

LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA

FORM APPROVED BY THE REGISTRAR-GENERAL

**BELOW THIS LINE FOR OFFICE &  
STAMP DUTY PURPOSES ONLY**

Prefix
AG
Series No
1

PV: 10492609

**BELOW THIS LINE FOR AGENT USE ONLY**

CERTIFIED CORRECT FOR THE PURPOSES  
OF THE REAL PROPERTY ACT 1886

~~Solicitor/Registered Conveyancer/Applicant~~

L. SCALZI

Lodged by:

AGENT CODE

Correction to:

OPTIMA

OPTA62

Lands Titl 15:53 09/08/06 184324  
REGISTRATION FEE \$104.00

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

1. CT 5912/196

2.

3.

4.

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

1.

2.

3.

4.

**DELIVERY INSTRUCTIONS** (Agent to complete)

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

ITEM(S)	AGENT CODE
New CT's as per RTU's	OPTA62.

R-G 250505

CORRECTION	PASSED 
REGISTERED 17.8.2006  REGISTRAR-GENERAL SOUTH AUSTRALIA	

TO: THE REGISTRAR GENERAL

CITY OF ONKAPARINGA of 1 Ramsey Place Noarlunga Centre SA 5168 does pursuant to the provisions of Section 57(8) of the Development Act 1993 HEREBY APPLY FOR THE REGISTRATION of the attached Land Management Agreement pursuant to the provisions of Section 57 of the said Act which Land Management Agreement is dated the 19<sup>th</sup> day of JULY 2006 and made between the CITY OF ONKAPARINGA of the first part and KENTMAN PTY LTD ACN 097 060 047 of P.O. Box 2061 Fountain Gate Vic 3805 of the second part and which Agreement binds the land comprised in the Certificate of Title Volume 5912 Folio 196.

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

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



..... Mayor

..... Chief Executive Officer

Signed by Simon Peter Cross  
of 109 Archer Street, North Adelaide SA 5006  
as Attorney for Kentman Pty Ltd

**Kentman Pty Ltd**

by its Attorney Simon Peter Cross  
Power Attorney Number **10499469**

.....  
Signature of Simon Peter Cross

.....  
Signature of WITNESS - Signed in my presence by the Transferor  
who is either personally known to me or has satisfied me as to his or  
her identity. A penalty of up to \$2000 or 6 months imprisonment  
applies for improper witnessing

.....  
Print Full Name of Witness (BLOCK LETTERS)

.....  
Print Address of Witness

.....  
Business Hours Telephone Number..... **82240011**

**THIS LAND MANAGEMENT AGREEMENT** is made on the <sup>19<sup>th</sup></sup> day of **JULY** 2006

**BETWEEN:**

**KENTMAN PTY LTD** ACN 097 060 047

of PO Box 2061 Fountain Gate Vic 3805

(hereinafter with its successors, administrators and assigns as the case may be referred to as  
**(the Owner)**)

**AND**

**CITY OF ONKAPARINGA**

of 1 Ramsey Place Noarlunga Centre SA 5168

**(the Council)**

**RECITALS**

- A. The Owner made application to the City of Onkaparinga (the Council) under the Development Act 1993 (the Act) to divide certain land situate at 46 – 62 How Road Aldinga Beach to create a number of allotments together with the construction of associated roads and the establishment of various reserves being DA 145/D759/2003 (the application). The allotments are proposed to be used for residential purposes.
- B. Part of the land is in the Home Industry Zone and part of the land is in Industry Zone. The northern part of the land abuts the Residential Zone. Uses likely to be established in the future on the proposed allotments have the potential to have a negative impact on the amenity of those allotments to be developed solely for residential purposes in the vicinity of the land.
- C. The Council is the planning authority pursuant to the Development Act in respect of the application.
- D. As part of the application the Owner indicated that it was prepared to enter into a Land Management Agreement (LMA) with the Council regarding certain matters and features of the application.
- E. By Decision Notification Form dated 23 September 2004 the Council has approved the land division application subject to a number of conditions (the consent). Condition 1 of the consent required the Owner to enter into a LMA with the Council relating to certain parts of the land. A copy of the plan of consent is attached hereto.
- F. The parties have agreed to enter into this Agreement to deal with the development and conservation of the land including establishing vegetated buffer areas, the establishment of landscape areas, fencing and the removal of graffiti from fencing.
- G. The parties agree that they enter into this Agreement within the meaning of and for the purposes of Section 57(5) of the Act.

- H. The parties further agree that the Owner's obligations that follow are in addition to the other conditions of consent imposed by the Council in respect of the application.

## **OPERATIVE PART**

The Council and the Owner agree as follows:

### **1. INTERPRETATION**

#### **1.1. Definitions**

In this document unless the context otherwise requires:

"the Owner" means the person(s) and/or company(ies) from time to time being registered or entitled to be registered as the proprietor(s) of an estate in fee simple in that portion of the land identified in the plan attached hereto being the land in Certificate of Title Volume 5912 Folio 196 being Lot 1 in Deposited Plan 12820 at How Road Aldinga Beach .

"the Council" means the of the City of Onkaparinga and its successors.

"Application" or "Land Division application" means DA 145/D759/2003

#### **1.2. Construction**

In this document, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) an obligation of two or more parties shall bind them jointly and severally;
- (c) if a word or phrase is defined cognate words and phrases have corresponding definitions; and
- (d) a reference to:
  - (i) a person includes a corporation and a body politic;
  - (ii) a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them made by any legislative authority;
  - (iii) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
  - (iv) a right includes a remedy, authority or power.
- (e) any reference to a numbered allotment/lot is a reference to that allotment/lot on the attached plan which numbers may not represent the correct allotment/lot number assigned to those allotments in the Lands Title Office.

#### **1.3. Headings**

Headings shall be ignored in construing this document.



## 2. OWNER'S OBLIGATIONS

The parties acknowledge that the plan attached hereto is a copy of the approved plan forming the consent. The Owner agrees that it shall

- 2.1 Establish a 15m wide vegetated buffer area in the area marked on the attached plan as "15m buffer" being along the northern boundary of Lots 22 – 25 and Lots (59 – 82). The vegetation shall be planted and maintained in such a way so as to provide a visual buffer to adjoining allotments. Further the Owner agrees that no outbuildings can be established within the 15m vegetated buffer in respect of all of the allotments 22 -25 and (59 -82) inclusive.
- 2.2 Establish a 3m wide vegetated buffer within the area of allotments 8 – 12 inclusive in the area marked on the attached plan as "3m wide landscaped buffer".
- 2.3 A suitable fence at least 2m high and having at least the acoustic capability of 9mm compressed fibre cement on the northern side of proposed allotments 8 – 12 inclusive and also on the western side of Lots 7 & 8. Such fence shall be adjacent to the 3m wide landscape buffer referred to in clause 2.2 hereof in respect of Lots 8 – 12.
- 2.4 The Owner agrees to remove any graffiti from the fence as soon as reasonably practicable and in any event within 7 days of the graffiti having been applied to the fence or within 48 hours after having been given notice of the same by the Council, whichever period is shorter.
- 2.5 The Owner's obligations in clauses 2.1 - 2.3 shall be undertaken prior to the sale of any of the allotments referred to in those clauses to any third party.

## 3. ADDITIONAL REQUIREMENTS

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 and in particular are in addition to the conditions attached to the consent and any future Development Approval in respect of any Development Application to undertake development on the proposed allotments.

## 4. OPERATION OF THIS DEED

The parties expressly agree and declare that the provisions of this Deed will not be binding or impose any obligation upon them unless or until the date the Registrar-General deposits the plan of division in the Land Titles Registration Office pursuant to the provisions of the Real Property Act.

## 5. RESCISSION

In the event that:

- 5.1 any development authorisation obtained for the application lapses or expires by virtue of the provisions of the Act without being implemented by the Owner; or
- 5.2 the Registrar-General does not deposit the plan of division in the Lands Titles Registration Office or any minor variation thereof

the Council agrees to rescind this Deed at the request of the Owner and the reasonable costs of and incidental to the preparation, stamping and registration of the Deed of Rescission shall be borne by the Owner.

## **6. RIGHT OF INSPECTION**

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

- 6.1. inspecting the land and any building on the land
- 6.2. exercising any other powers of the Council under this Agreement.

## **7. NOTICE TO REMEDY**

If the Owner is in breach of this Agreement the Council must by notice in writing served on the Owner require the Owner to remedy the breach (including the reinstatement of the land) within such time nominated by the Council in the notice (being not less than 10 business days of the date of the service of the notice) and if the Owner fails to remedy the breach, the Council or its servants or agents may carry out the requirements of the notice and in so doing perform any necessary works upon the land and recover any costs thereby incurred from the Owner as a debt due and owing to the Council.

## **8. RIGHT TO REMOVE**

If in a notice referred to in the preceding paragraph the Council requires removal of anything from the land which may include but shall not be limited to a building or material of any kind the Council and its servants or agents are hereby authorised and empowered by the Owner to remove the said thing or things from the land (provided that the said thing or things have not previously been approved by the Council) and dispose of it or them in any manner determined by the Council PROVIDED THAT if the said thing or things shall have any monetary value then the Council shall use its best endeavours to realise that monetary value and shall after the disposal account to the Owner and pay to it the realised value less all expenses reasonably incurred by the Council in such removal and disposal.

## **9. DELEGATION**

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

## **10. GIVING OF NOTICE**

A notice shall for the purpose of this Agreement be properly served on the Owner if it is:-

- 10.1 posted to the Owner's last address known to the Council in which event it will be deemed to have been received on the day after posting,
- 10.2 affixed to a prominent position on the land.

## **11. REGISTRATION AND COSTS**

- 11.1 The Council requests that this Agreement be registered on the land identified on the attached plan being the land comprised in the Certificate of Title Volume 5912 Folio 196.
- 11.2 The parties acknowledge that the Owner has agreed to bear the costs of such registration and associated costs including the costs of preparation of this Agreement.
- 11.3 Each party hereto shall do all things necessary to ensure that this Agreement is registered and a memorial thereof is entered on the said Certificate of Title pursuant to the provisions

of Section 57 of the Act.

## 12. ENTIRE AGREEMENT VARIATION and WAIVER

- 12.1 This Agreement contains the whole of the agreement between the Owner and the Council in respect of the subject matter of condition 1 of the consent.
- 12.2 The Council and the Owner acknowledge that the Recitals are true and accurate and agree that they form part of this Agreement.
- 12.3 This Deed may not be varied except by a supplementary Deed signed by the Council and the Owner.
- 12.4 The Council may waive compliance by the Owner with the whole or any part of the obligations of the Owner herein contained provided that no such waiver shall be effective unless expressed in writing and signed by the Council.

## 13. SEVERANCE

- 13.1 If a provision of this Agreement is void or voidable or unenforceable but would not be void or voidable or unenforceable if it were read down and is capable of being read down it shall be read down accordingly.
- 13.2 If not withstanding sub-clause 1 hereof, a provision of this Agreement is still void or voidable or unenforceable:-
  - (i) if the provision would not be void or voidable or unenforceable as aforesaid if a word or words were omitted therefrom, that word or those words (as the case may be) are hereby severed;
  - (ii) if necessary, the whole provision is hereby severed; and

the remainder of this Agreement has full force and effect.

**EXECUTED** unconditionally by the parties as an Agreement pursuant to the provisions of Section 57 of the Development Act 1993.

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

)  
)  
)



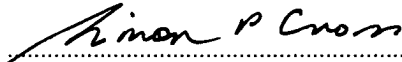
Mayor

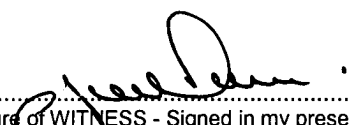
Chief Executive Officer

Signed by Simon Peter Cross  
of 109 Archer Street, North Adelaide SA 5006  
as Attorney for Kentman Pty Ltd

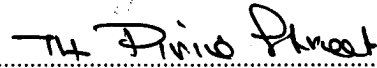
**Kentman Pty Ltd**

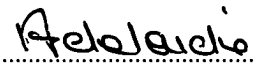
by its Attorney Simon Peter Cross  
Power Attorney Number

  
Signature of Simon Peter Cross

  
Signature of WITNESS - Signed in my presence by the Transferor  
who is either personally known to me or has satisfied me as to his or  
her identity. A penalty of up to \$2000 or 6 months imprisonment  
applies for improper witnessing

**JON LOUETON**  
Print Full Name of Witness (BLOCK LETTERS)

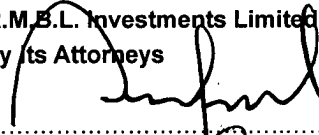
  
Print Address of Witness

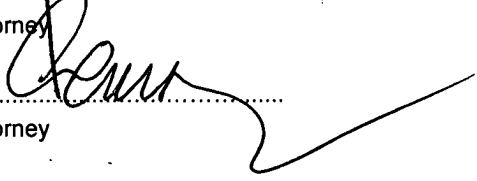
  
Business Hours Telephone Number..... **82240011**

**R.M.B.L. INVESTMENTS PTY LTD** having an interest in the land pursuant to Mortgage 9539150  
hereby consents to the registration of this agreement over Certificate of Title 5912/196

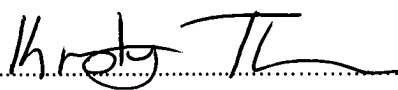
Signed by **SURINDER SINGH GURDIAL**  
and **COLIN HENRY MADDEN**  
as Attorney for R.M.B.L. Investments Limited  
both of 40-42 Scott Street Dandenong Victoria 3175

**R.M.B.L. Investments Limited**  
by its Attorneys

  
Signature of Attorney

  
Signature of Attorney

acting pursuant to Power of Attorney Registered Number 10075763  
and we have no notice of revocation of the Power of Attorney under which we sign this document  
in the presence of:

Signature of Witness:- 

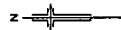
Print Full Name of Witness:- **KRISTY THOMSON**

Address of Witness:- **40-42 Scott St Dandenong**

Business Hours Telephone No:- **03 9794 2681**

Development No. \_\_\_\_\_  
City of Onkaparinga

Proposed Plan of Division  
Allotment 1 in DP 12820  
Hundred of Wilinga  
In the area named  
**ALDINGA BEACH**  
CT 5267/961



SCALE 1:1000

E

0 20 40 60 80 100

Abraham A. Szymanski, Pop 1st  
in Place, 11 King William Street  
New Town, South Australia 5017  
11 Nov. 1988

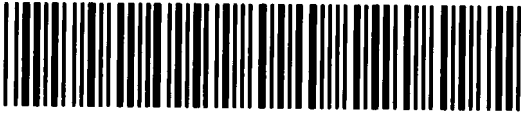
Alexander Symonds

© 2000 Blackwell Science Ltd  
Journal of Internal Medicine 247: 115-121

REV. A. C. ...

**Chronic obstructive pulmonary disease**

E 10984645



12:04 24-Jun-2008

Single Copy Only

3 of 3

Fees: \$108.00

5 \$108

**BELOW THIS LINE FOR AGENT USE ONLY**

<p>CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1886</p> <p>Registered Conveyancer Margi Phillips File Ref: G24768</p>
---

Lodged by:

CBOA 12

AGENT CODE

Correction to: Optima Conveyancing

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

- 1.....
- 2.....
- 3.....
- 4.....

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

- 1.....
- 2.....
- 3.....
- 4.....

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

ITEM(S)	AGENT CODE

R-G 250505

LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA

**MEMORANDUM OF ENCUMBRANCE**

FORM APPROVED BY THE REGISTRAR-GENERAL

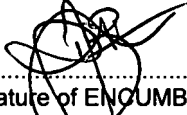
**BELOW THIS LINE FOR OFFICE &  
STAMP DUTY PURPOSES ONLY**

CORRECTION	PASSED
REGISTERED	
7 JUL 2008	
REGISTRAR GENERAL	




DATED 24/6/08

EXECUTION

 ✓  
Signature of ENCUMBRANCER - David John Baker

 ✓  
Signature of ENCUMBRANCER - Teresa Wilhelmina Baker

  
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.\*

NICOLE LEE CAMILLERI  
Print Full Name of Witness

ONE BARWON COURT WERRIBEE 3020

Address of Witness

Business Hours Telephone Number (03) 9734 1512

**MEMORANDUM OF ENCUMBRANCE****CERTIFICATE(S) OF TITLE BEING ENCUMBERED**

The whole of the land comprised in Certificate of Title Register Book

**Volume 6009 Folio 145**

**ESTATE AND INTEREST**

An estate in fee simple

**ENCUMBRANCES**

AG 10516763

**ENCUMBRANCER (Full Name and Address)**

**DAVID JOHN BAKER AND TERESA WILHELMINA BAKER**

~~of 4 Banwon Court Werribee VIC 3030~~ of Lot 56 Meadow Bank Way  
Aldinga Beach SA 5173

**ENCUMBRANCEE (Full Name, Address and Mode of Holding)**

**KENTMAN PTY LTD (ACN 097 060 047)**

of PO Box 2061 Fountain Gate Vic 3805

**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 (if demanded)

(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 as a yearly rent charge for a term of 999 years commencing on the date of this Encumbrance

(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 on the first day of January in each year commencing on the 1<sup>st</sup> day of January following the date of this Encumbrance AND with the performance and observance of the following covenants



IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:

**The purpose of this encumbrance**

1. The encumbrancer on page 1 ("you", "your") grants this encumbrance –
  - 1.1. for the benefit of the encumbrancee on page 1 ("we", "our", "us")
  - 1.2. for the benefit of each present and future owner of the land
  - 1.3. to charge the land on page 1 ("the land") with the payment of the annuity on page 1 ("the rent charge")
  - 1.4. for the purpose of a common building scheme for the development zone ("development zone")
  - 1.5. with the intent that its covenants run with the land and be binding also on anyone who becomes the owner of the land after you.

**Interpreting this encumbrance**

2. In this encumbrance, unless the contrary intention appears –
  - 2.1. "the land" means all the land and any rights and easements described above
  - 2.2. "development zone" means all of the land delineated in DP 74943
  - 2.3. "development" means work of any kind, including but not limited to –
    - A. "building works" as defined in the Building Works Contractors Act
    - B. the construction or alteration of any permanent or temporary structure
    - C. earthworks or landscaping of any kind
    - D. repairs, painting or improvements of any kind
  - 2.4. reference to giving access to us includes giving access to our employees agents and contractors
  - 2.5. reference to a party includes the party's successors and transferees (and also the party's personal representatives if the party is a natural person)
  - 2.6. reference to any statute includes statutes which change or replace it, and
  - 2.7. any word indicating the singular includes the plural and vice versa.
3. If there are more than one of you then –
  - 3.1. we only have to give notices to one of you and
  - 3.2. all your obligations in this encumbrance are joint and several.

**Restrictions on the use and development of the land**

4. You must use the land only for private residential and/or Home Industry associated purposes which are consistent with the City of Onkaparinga Development Plan for the Land.
5. You must obey any development guidelines we issue from time to time relating to carrying out any development on the land.

**Rules governing the use of the land**

6. You must obey the following rules in using or owning the land
  - 6.1. You must not subdivide the land or create any additional allotment from the land
  - 6.2. Transportable buildings are not permitted on the land
  - 6.3. You must not use any caravan, tent or other shelter on the land as a place of residence
  - 6.4. You must not make any claim against us for the cost of (or for contribution to the cost of) erecting a fence between the land and any land of ours. You indemnify us against such claim.
  - 6.5. You must site your dwelling, driveway and crossover in accordance with the Building Envelope Plan annexed hereto as Annexure "A".
7. The provisions of the Law of Property Act and the Real Property Act relating to encumbrances apply to this encumbrance.
8. The provisions referred to in the above Clause 7 include, amongst other rights and obligations –
  - 8.1. an obligation on you to keep all improvements on the land in good repair
  - 8.2. a right of ours to enter upon the land, upon giving the occupier of the dwelling house reasonable notice of our intention to do so, to inspect the state of repair of such improvements
  - 8.3. an obligation on you to pay the rent charge at the time and in the manner set out in this encumbrance
  - 8.4. the right of a subsequent mortgagee or encumbrancee to redeem this encumbrance
  - 8.5. a power of ours, if you default in payment of the rent charge or in observing your obligations expressed or implied in this encumbrance, to enter and take possession of the land or bring an action for recovery of the land, or to distrain the goods of the tenant or occupier of the land
  - 8.6. a right of ours to sell the land if you default in payment of the rent charge or in observing your obligations expressed or implied in this encumbrance.

**Dwelling**

9. During the continuance of this Encumbrance, you SHALL NOT:
  - 9.1. erect or cause to be erected any building or structure other than one main dwelling house together with the usual domestic outbuildings and/or Home Industry related facilities which are consistent with the City of Onkaparinga Development Plan for the Land.
  - 9.2. erect or cause to be erected, a roof on the said dwelling house with a pitch of less than twenty two and a half (22.5) degrees unless otherwise approved by us

- 9.3. unless approved by us, erect or cause or permit to be erected any residential dwelling house, unless the minimum living area (excluding carports, garages, verandahs, porticos, pergolas, balconies and outbuildings) is 190 square metres.
- 9.4. Place any advertising or business signage on the land unless such signage is 1.5 square metres to 2 square metres above the ground in accordance with the diagram attached hereto and marked Annexure "B". Any such signage should be consistent with the City of Onkaparinga Development Plan for the Land.
- 9.5. erect or cause to be erected any dwelling house other than a dwelling house of permanent structure and of at least sixty per cent (60%) masonry construction or such other materials as shall be approved by us, the exterior of the dwelling house being constructed of new, non-reflective materials and the interior of the dwelling house being constructed of new materials. Neither the interior nor the exterior of the dwelling house are to be constructed of materials such as asbestos cement, fibreglass, plastic or rubber or any material of a like nature. In this clause, the term "permanent structure" shall mean a dwelling house which is permanently affixed to the land and shall not include a dwelling house of which any part is of a portable or transportable nature
- 9.6. use used or second-hand materials in the construction of the dwelling house or the domestic outbuildings
- 9.7. use the land other than solely for residential or Home Industry related purposes unless you shall obtain our prior written consent and also the prior written consent of the relevant council
- 9.8. erect or permit to be erected any structure or structures which are ancillary to the use of the dwelling house as outbuildings or any improvements unless such ancillary structure shall be made of new, non-reflective, non-bright coloured materials
- 9.9. delay or permit to be delayed the completion of the construction of the dwelling house after construction of the same has commenced
- 9.10. erect any dwelling house, domestic outbuilding, garage or shed that is not connected to a stormwater disposal system (including a rain water tank) which is approved by us.

#### **Carport/Sheds**

- 9.11. erect or cause to be erected unless otherwise approved by us on the land any dwelling house which does not provide accommodation for at least one vehicle either in the form of one carport under the main roof or the dwelling house or other suitable free standing vehicle accommodation having a roof line similar in style and of the same roofing materials as that of the dwelling house
- 9.12. erect or cause to be erected any shed or outbuilding closer than 1.0 m from any boundary
- 9.13. erect or cause to be erected any shed or outbuilding closer than 10 m of any road or reserve without an elevation made of similar non-reflective material to the dwelling and will use either roller or lift type doors
- 9.14. erect or cause to be erected any shed or outbuilding except that the same shall be constructed with "Wilderness" coloured material and be of powder coated cladding. The said buildings shall not be painted
- 9.15. erect or cause to be erected any shed or outbuilding greater in area than 100 m<sup>2</sup> without first obtaining prior written approval from both the relevant council and us

### **Fencing**

- 9.16. erect or cause to be erected any fence forward of the building alignment or on the front alignment of the land (unless the land is a corner allotment and has two front alignments in which case you may erect a fence along one of the front alignments for the purpose of enclosing a ground at the rear of the land provided that such fence does not extend within 8m of the front alignment provided that with our prior written consent, you may erect a decorative fence of not more than 0.9 m in height (made of new, non-reflective materials) at such place or places and of such design as we may from time to time determine.
- 9.17. all shedding/Home Industry related buildings are required to be constructed within the building envelopes as provided.
- 9.18. erect or cause to be erected any shed or outbuilding closer than 1.0 m from any boundary.
- 9.19. all shedding/Home Industry related buildings are required to be constructed within the building envelopes as provided.
- 9.20. erect or cause to be erected any fence on the land to be less than 1800 mm in height and all fencing shall be good neighbour modular style and shall be the colour "Wilderness" on both sides.

### **Commencement of construction of a dwelling**

10. Any dwelling on the Land must be built and occupied prior to the construction of any outbuilding or Home Industry related buildings.

### **Landscaping**

11. You shall within six (6) months of the completion of a dwelling house on the land, landscape the area between the front alignment of the dwelling house and the kerb alignment or pedestrian walkway fronting or bounding the land, and in the case of a corner allotment shall also landscape the area between the side alignment of the dwelling house and the kerb alignment or pedestrian walkway. You shall at all times thereafter maintain, keep tidy and care for the said landscaping.

### **Parking of Vehicles**

12. You must not cause or allow;
  - 12.1. parking of motor vehicles anywhere on the Land other than in the driveway or in any carport or shed permitted by this encumbrance
  - 12.2. the storage of boats, caravans and/or trailers forward of the front alignment of the dwelling house
  - 12.3. commercial vehicles to be parked or left unattended on the land or otherwise than in a position where the same are not visible from the road frontage to the land. For the purposes of this clause, "commercial vehicles" includes any vehicle up to 2 tonne tare in weight intended or designed to carry goods, equipment or passengers in commercial quantities
  - 12.4. any vehicle greater than 2 tonne tare weight to be parked or left unattended on the land.

### **Power of sale of the land**

13. Notwithstanding s.136 of the Real Property Act, you agree that we may, if we exercise our power of sale, require the purchaser of the land to accept the sale of the land subject to an encumbrance in the same terms as this encumbrance.

### **Your obligations on transferring the land**

14. You must not sell or transfer the land except subject to this encumbrance.
15. If we require it, you must cause the prospective purchaser to execute in our favour an encumbrance substantially in the same form as this encumbrance. You must also cause that encumbrance to be registered immediately after the transfer of the land to the purchaser, and before any other interest in the land is created.
16. If you cease to be a registered proprietor of the land, you must tell us the name and address of any new proprietor. Once you do so, you will no longer be liable to pay us the rent charge. The covenants in this encumbrance only bind the registered proprietor of the land for the time being.

### **Waiver and assignment**

17. We may, in our absolute discretion, waive compliance with any development guidelines, or with any of the requirements of this encumbrance.
18. We may modify waive or release any of the covenants in this encumbrance. A party's action or lack of it, on any disobedience of this encumbrance by the other does not:
  - 18.1. affect the party's rights if the other repeats or continues the disobedience; or
  - 18.2. disobeys this encumbrance in another way.
19. No waiver is effective unless in writing signed by our authorised officer.

### **Assignment by us**

20. We may transfer or assign our rights under this encumbrance.

### **Severance of invalid clauses**

21. If any clause of this encumbrance is void or unenforceable then it must be read down so that it is not void or unenforceable.
22. If it cannot be read down, it must be severed (that is, treated as if cut out).
23. The rest of this encumbrance is not affected if any clauses are read down or severed.

### **Payment of costs**

24. The costs incidental to the preparation of this encumbrance, and the stamp duty and registration fee on it, must be paid by you.

You must also pay us any costs we incur as a result of any breach of this encumbrance by you or your employees, agents contractors or invitees.

### **How notices may be given**

#### **25. All notices (including approvals or demands)**

- 25.1. must be in writing
- 25.2. must be given to the other party
- 25.3. can be given in person
- 25.4. can be left at the other party's address on page 1, or at the other party's last known address
- 25.5. can be sent there by post, but they must be correctly addressed and posted
- 25.6. can be given to you by being left at, or sent by post to, the land
- 25.7. are, if posted, treated as given the next business day after posting
- 25.8. may, if the party has a facsimile number, be sent by facsimile transmission to that facsimile number. In that case, the notice is treated as having been given when the sender's facsimile machine confirms that the transmission has been successfully completed
- 25.9. may be signed by a party, or any person that party authorises to sign it.

### **Sunset Clause**

- 26. Our rights and obligations will cease one (1) year after we cease to be the registered proprietor of any allotment created in the Development Zone.
- 27. For the avoidance of doubt it is expressly stated that the rights and obligations of the owners of any land in the Development Zone arising under the building scheme created by this encumbrance will continue despite the provisions of clause 26.

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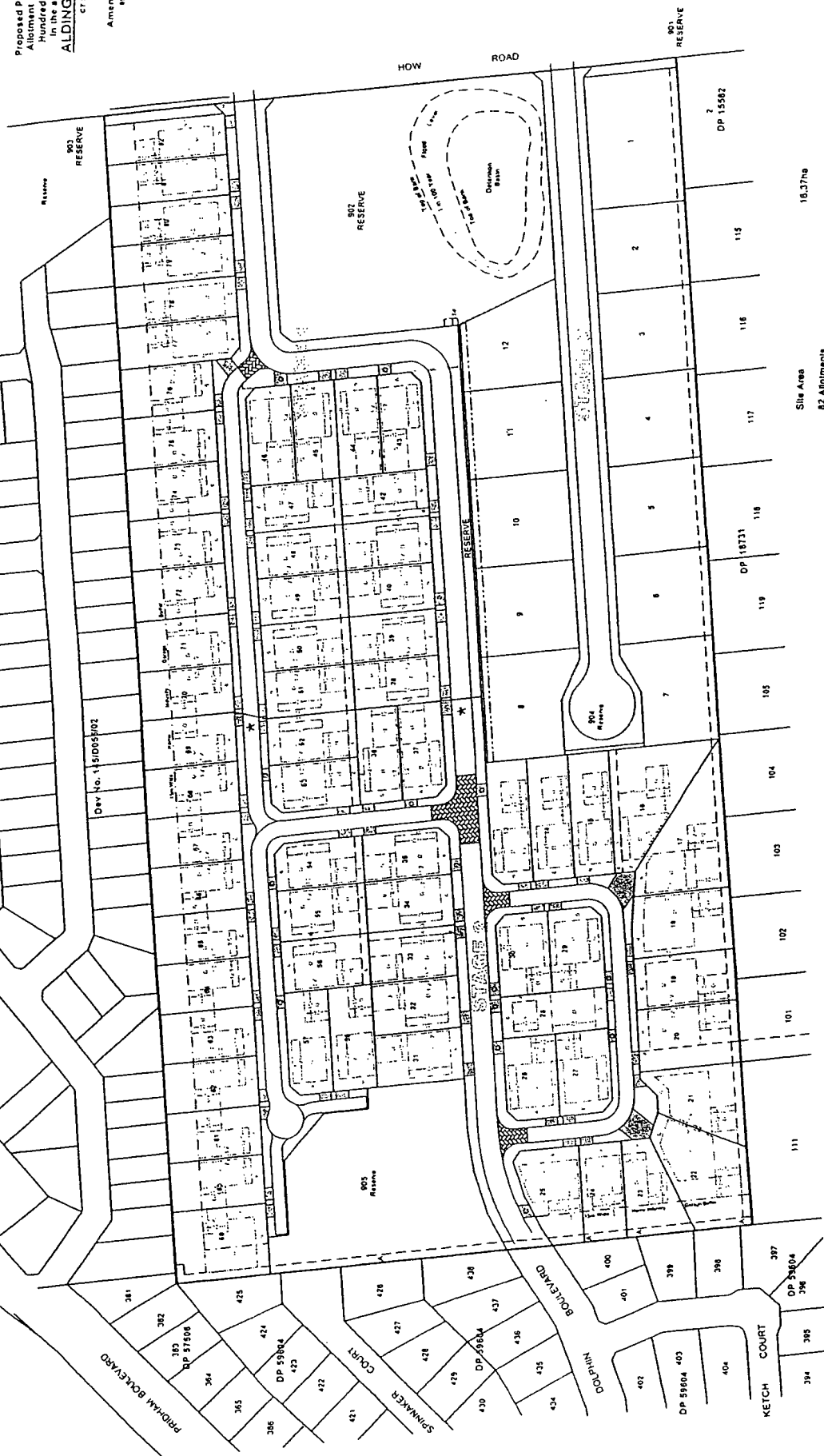
**ANNEXURE A**

**BUILDING ENVELOPE PLAN**



Proposed Plan of Division  
Allotment 1 in DP 12820  
Hundred of Willunga  
In the area named  
**ALDINGA BEACH**  
CT 3287/2895

Amended Plan  
03.06.04



Site Area	18.37ha
32 Allotments	
Area of Reserves	2.425ha
Area of detention basins within 1:100 FL	359m <sup>2</sup>
Discount 50%	179m <sup>2</sup>
Total Reserve Area Allocation	2.245ha
Length of new roads	1400m

The land marked A is subject to an existing sewerage easement.

Dimensions and areas are subject to survey.

Road pavements are indicative only.

Level datum A.H.D.

[illegible]

★ Textured Pavement Surface

Witnessed for JAMES CURNOW Licensed Surveyor

[illegible]

Alexander Symonds,

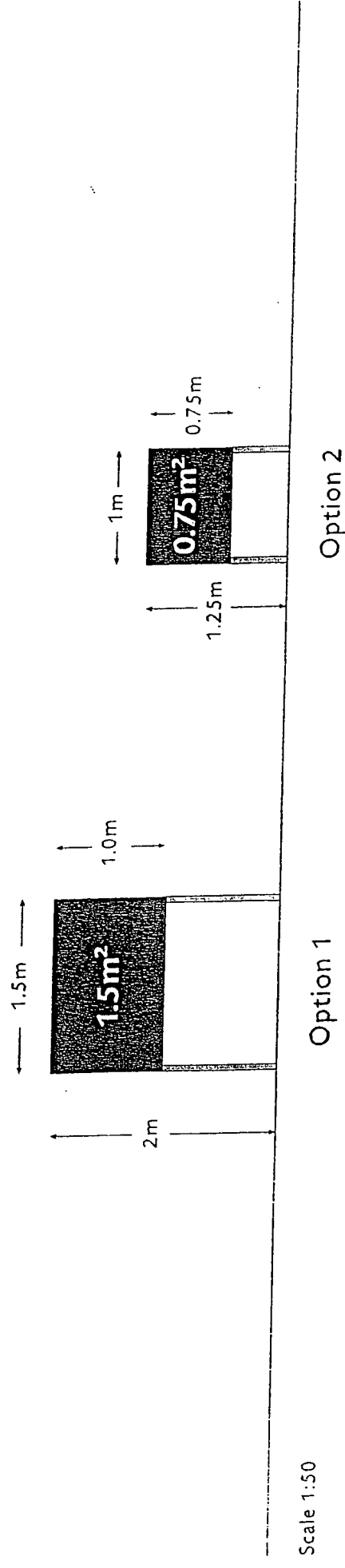
**ANNEXURE B**

**SIGNAGE PLANS**

# Ocean Acres @ Aldinga Beach

## HOME INDUSTRY LOTS

Acceptable Signage Size Options



- All signs to be installed 2 metres off the side boundaries.
- All signs to be installed 100mm inside the allotment.
- All signs to be installed on the opposite side of the driveway.