

# Form 1 - Vendor's statement

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

## Contents

Preliminary

Part A - Parties and land

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

Part C - Statement with respect to required particulars

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



Schedule

## Preliminary

### To the purchaser:

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

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

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

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

### Instructions to the vendor for completing this statement:

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

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

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

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

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

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

**Part A - Parties and land**

1 Purchaser:

Address:

Street 1

Street 2

Suburb State Postcode

2 Purchaser's registered agent:

☐

Address:

Street 1

Street 2

Suburb State Postcode

3 Vendor:

PAULA LOUISE SINCLAIR

Address:

Street 1 23B YURUGA AVENUE

Street 2

Suburb CARINGBAH SOUTH State NSW Postcode 2229

4 Vendor's registered agent:

MAGAIN REAL ESTATE - WOODCROFT

☒

Address:

Street 1 SHOP 15, WOODCROFT MARKET PLAZA, 217 PIMPALA ROAD

Street 2

Suburb WOODCROFT State SA Postcode 5162

5 Date of contract (if made before this statement is served):

6 Description of the land: *[Identify the land including any certificate of title reference]*

The Whole of Allotment 32 in Deposited Plan 128033

Street 1 46 COLLEGE STREET

Street 2

Suburb PORT ADELAIDE State SA Postcode 5015

being the \*whole / ~~portion~~ of the land comprised in Certificate of Title  
Volume 6259 Folio 716

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

### To the purchaser:

#### Right to cool-off (section 5)

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

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

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

##### 2 - Time for service

The cooling-off notice must be served -

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

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

##### 3 - Form of cooling-off notice

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

##### 4 - Methods of service

The cooling-off notice must be -

- (a) given to the vendor personally; or
- (b) posted by registered post to the vendor at the following address:  

23B YURUGA AVENUE, CARINGBAH SOUTH NSW 2229

  
(being the vendor's last known address); or
- (c) transmitted by fax or email to the following fax number or email address:

baz@magain.com.au

(being a number or address provided to you by the vendor for the purpose of service of the notice); or

- (d) left for the vendor's agent (with a person apparently responsible to the agent) at, or posted by registered post to the agent at, the following address:

SHOP 15, WOODCROFT MARKET PLAZA, 217 PIMPALA ROAD, WOODCROFT SA 5162

(being ~~\*the agent's address for service under the Land Agents Act 1994 / an address nominated by the agent to you for the purpose of service of the notice).~~

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

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

##### 5 - Effect of service

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

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

**Proceeding with the purchase**

If you wish to proceed with the purchase -

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

**Part C - Statement with respect to required particulars**

(section 7(1))

To the purchaser:

\*I/We, PAULA LOUISE SINCLAIR

of 23B YURUGA AVENUE, CARINGBAH SOUTH NSW 2229

being the \*vendor(s) / ~~person authorised to act on behalf of the vendor(s)~~ in relation to the transaction state that the Schedule contains all particulars required to be given to you pursuant to section 7(1) of the *Land and Business (Sale and Conveyancing) Act 1994*.

Date:   
 Signed:  

Date:   
 Signed:

SIGN  
HERE

**Part D - Certificate with respect to prescribed inquiries by registered agent**

(section 9)

To the purchaser:

I, Nicole Xenides, of Cornerstone Conveyancing SA,

certify ~~\*that the responses / that, subject to the exceptions stated below, the responses~~ to the inquiries made pursuant to section 9 of the *Land and Business (Sale and Conveyancing) Act 1994* confirm the completeness and accuracy of the particulars set out in the Schedule.

Exceptions: NIL

Date:   
 Signed:   Nicole Xenides

SIGN  
HERE

\*Vendor's / Purchaser's agent

\*Person authorised to act on behalf of \*Vendor's/Purchaser's agent



**Schedule - Division 1****Particulars of mortgages, charges and prescribed encumbrances affecting the land (section 7(1)(b))****Note -**

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

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

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

Table of particulars

Column 1	Column 2	Column 3
<p><i>[If an item is applicable, ensure that the box for the item is ticked and complete the item.]</i></p> <p><i>[If an item is not applicable, ensure that the box for the item is empty or else strike out the item or write "NOT APPLICABLE" or "N/A" in column 1.</i></p> <p><i>Alternatively, the item and any inapplicable heading may be omitted, <u>but not</u> in the case of-</i></p> <p><i>(a) the heading "1. General" and items 1.1, 1.2, 1.3 and 1.4; and</i></p> <p><i>(b) the heading "5. Development Act 1993 (repealed)" and item 5.1; and</i></p> <p><i>(c) the heading "6. Repealed Act conditions" and item 6.1; and</i></p> <p><i>(d) the heading "29. Planning, Development and Infrastructure Act 2016" and items 29.1 and 29.2, which must be retained as part of this statement whether applicable or not.]</i></p> <p><i>[If an item is applicable, all particulars requested in column 2 must be set out in the item unless the Note preceding this table otherwise permits. Particulars requested in <b>bold type</b> must be set out in column 3 and all other particulars must be set out in column 2.]</i></p> <p><i>[If there is more than 1 mortgage, charge or prescribed encumbrance of a kind referred to in column 1, the particulars requested in column 2 must be set out for each such mortgage, charge or prescribed encumbrance.]</i></p> <p><i>[If requested particulars are set out in the item and then continued on an attachment due to insufficient space, identify the attachment in the place provided in column 2. If <u>all</u> of the requested particulars are contained in an attachment (instead of in the item) in accordance with the Note preceding this table, identify the attachment in the place provided in column 2 and (if required by the Note) identify the parts of the attachment that contain the particulars.]</i></p>		

1. General

1.1 Mortgage of land	<b>Is this item applicable?</b>	<input checked="" type="checkbox"/>
	<b>Will this be discharged or satisfied prior to or at settlement?</b>	<input type="text" value="YES"/>
	<b>Are there attachments?</b>	<input type="text" value="YES"/>
	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	
	<div>Refer to Certificate of Title attached hereto</div>	
	Number of mortgage (if registered):	
	<div>13758320</div>	
	Name of mortgagee:	
	<div>COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)</div>	

**1.2 Easement**

(whether over the land or annexed to the land)

**Note** - "Easement" includes rights of way and party wall rights*[Note - Do not omit this item. This item and its heading must be included in the statement even if not applicable.]***Is this item applicable?****Will this be discharged or satisfied prior to or at settlement?****Are there attachments?***If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):*

Refer to Property Interest Report (PIR) page 13 attached hereto

Description of land subject to easement:

The whole of the land

Nature of easement:

Statutory Easement to SA Power Networks

Are you aware of any encroachment on the easement?

If YES, give details:

If there is an encroachment, has approval for the encroachment been given?

NO

If YES, give details:

**1.3 Restrictive covenant***[Note - Do not omit this item. This item and its heading must be included in the statement even if not applicable.]***Is this item applicable?****Will this be discharged or satisfied prior to or at settlement?****Are there attachments?***If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):*

Refer to Encumbrance attached hereto

Nature of restrictive covenant:

ENCUMBRANCE

Name of person in whose favour restrictive covenant operates:

TAMELY PTY. LTD. (ACN: 127 262 480)

Does the restrictive covenant affect the whole of the land being acquired?

YES

If NO, give details:

Does the restrictive covenant affect land other than that being acquired?



NO

YES



YES

1.4 Lease, agreement for lease, tenancy agreement or licence

(The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)

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

Is this item applicable?  
Will this be discharged or satisfied prior to or at settlement?  
Are there attachments?  
If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

Refer to Residential Tenancy Agreement attached hereto

Name of parties:  
JEROEN BRANDT  
LERI SALVE LAPORE

Period of lease, agreement for lease etc:  
From 16/12/2024 to 15/01/2026

Amount of rent or licence fee:  
\$ 540 per WEEK (period)

Is the lease, agreement for lease etc in writing?  
YES

If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify -  
(a) the Act under which the lease or licence was granted:

(b) the outstanding amounts due (including any interest or penalty):

☒

NO

YES

5. Development Act 1993 (repealed)

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

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

Is this item applicable?  
Will this be discharged or satisfied prior to or at settlement?  
Are there attachments?  
If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

☒

NO

YES

Refer to Council Search page 2 attached hereto

Condition(s) of authorisation:  
Refer to Council Search page 2 attached hereto

## 6. Repealed Act conditions

- 6.1** Condition (that continues to apply) of an approval or authorisation granted under the *Building Act 1971* (repealed), the *City of Adelaide Development Control Act 1976* (repealed), the *Planning Act 1982* (repealed) or the *Planning and Development Act 1966* (repealed)

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

~~Is this item applicable?~~

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

~~Are there attachments?~~

~~If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):~~

Nature of condition(s):

## 7. Emergency Services Funding Act 1998

- 7.1** section 16 - Notice to pay levy

~~Is this item applicable?~~

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

~~Are there attachments?~~

~~If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):~~

Date of notice:

Amount of levy payable:

## 8. Environment Protection Act 1993

- 8.1** section 59 - Environment performance agreement that is registered in relation to the land

~~Is this item applicable?~~

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

~~Are there attachments?~~

~~If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):~~

~~Date of agreement:~~

- 8.2** section 93 - Environment protection order that is registered in relation to the land

~~Is this item applicable?~~

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

~~Are there attachments?~~

~~If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):~~

~~Date of issue:~~

~~Compliance date(s) specified in the order:~~

- 8.3** section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land

~~Is this item applicable?~~

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

~~Are there attachments?~~

~~If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):~~

~~Date of issue:~~

~~Compliance date(s) specified in the order:~~

- 8.4** section 99 - Clean-up order that is registered in relation to the land

~~Is this item applicable?~~

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

~~Are there attachments?~~

~~If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):~~

~~Date of issue:~~

~~Compliance date(s) specified in the order:~~

~~Amount of charge on the land (if applicable and known):~~

- 8.5 section 100 - Clean-up authorisation that is registered in relation to the land

~~Is this item applicable?~~

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

~~Are there attachments?~~

~~If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):~~

~~Date of issue:~~

~~Amount of charge on the land (if known):~~

- 8.6 section 103H - Site contamination assessment order that is registered in relation to the land

~~Is this item applicable?~~

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

~~Are there attachments?~~

~~If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):~~

~~Date of issue:~~

~~Compliance date(s) specified in the order:~~

~~Amount of charge on the land (if applicable and known):~~

- 8.7 section 103J - Site remediation order that is registered in relation to the land

~~Is this item applicable?~~

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

~~Are there attachments?~~

~~If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):~~

~~Date of issue:~~

~~Compliance date(s) specified in the order:~~

~~Amount of charge on the land (if applicable and known):~~



- 8.8** section 103N - Notice of declaration of special management area in relation to the land (due to possible existence of site contamination)

~~Is this item applicable?~~

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

~~Are there attachments?~~

~~If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):~~

~~Date of notice:~~

~~Date of Gazette in which notice published:~~

~~Description of area or areas to which notice relates:~~

- 8.9** section 103P - Notation of site contamination audit report in relation to the land

~~Is this item applicable?~~

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

~~Are there attachments?~~

~~If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):~~

~~Date of notation:~~

~~**Note** - Site contamination audit reports are kept by the EPA in the public register under section 109 of the Environment Protection Act 1993.~~

- 8.10** section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land

~~Is this item applicable?~~

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

~~Are there attachments?~~

~~If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):~~

~~Date of notice:~~

~~Date of Gazette in which notice published:~~

~~Description of the water to which the notice relates:~~

~~Particulars given in the notice of the site contamination affecting the water:~~

29. Planning, Development and Infrastructure Act 2016

29.1	<div>Part 5 - Planning and Design Code</div> <div><i>[Note - Do not omit this item. The item and its heading must be included in the attachment even if not applicable.]</i></div>	<div>Is this item applicable?</div> <div>Will this be discharged or satisfied prior to or at settlement?</div> <div>Are there attachments?</div> <div>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</div> <div>Refer to Council Search pages 13 - 15 attached hereto</div> <div>Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):</div> <div><div>Zones</div><div>Urban Activity Centre (UAC)</div><div>Subzones</div><div>Port Adelaide Centre (PAC)</div><div>Refer to Attachment A for Zoning Overlays</div></div>	<div><input checked="" type="checkbox"/></div> <div>NO</div> <div>YES</div>
		<div>Is there a State heritage place on the land or is the land situated in a State heritage area?</div> <div>Is the land designated as a local heritage place?</div> <div>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?</div> <div>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?</div> <div>Note - For further information about the Planning and Design Code visit <a href="http://www.code.plan.sa.gov.au">www.code.plan.sa.gov.au</a>.</div>	<div>NO</div> <div>NO</div> <div>UNKNOWN</div> <div>NO</div>

**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 attachment  
even if not applicable.]**

~~Is this item applicable?~~

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

~~Are there attachments?~~

~~If YES, identify the attachment(s)  
(and, if applicable, the part(s) containing the particulars):~~

~~Date of authorisation:~~

~~Name of relevant authority that granted authorisation:~~

~~Condition(s) of authorisation:~~

**29.3** section 139 - Notice of  
proposed work and notice may  
require access

~~Is this item applicable?~~

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

~~Are there attachments?~~

~~If YES, identify the attachment(s)  
(and, if applicable, the part(s) containing the particulars):~~

~~Date of notice:~~

~~Name of person giving notice of proposed work:~~

~~Building work proposed (as stated in the notice):~~

~~Other building work as required pursuant to the Act:~~

**29.4** section 140 - Notice requesting access

~~Is this item applicable?~~

☐

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

☐

~~Are there attachments?~~

☐

~~If YES, identify the attachment(s)~~

~~(and, if applicable, the part(s) containing the particulars):~~

Date of notice:

Name of person requesting access:

Reason for which access is sought (as stated in the notice):

Activity of work to be carried out:

**29.5** section 141 - Order to remove or perform work

~~Is this item applicable?~~

☐

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

☐

~~Are there attachments?~~

☐

~~If YES, identify the attachment(s)~~

~~(and, if applicable, the part(s) containing the particulars):~~

Date of order:

Terms of order:

Building work (if any) required to be carried out:

Amount payable (if any):

**29.6** section 142 - Notice to complete development~~Is this item applicable?~~☐~~Will this be discharged or satisfied prior to or at settlement?~~☐~~Are there attachments?~~☐~~If YES, identify the attachment(s)~~~~(and, if applicable, the part(s) containing the particulars):~~

Date of notice:

Requirements of notice:

Building work (if any) required to be carried out:

Amount payable (if any):

**29.7** section 155 - Emergency order~~Is this item applicable?~~☐~~Will this be discharged or satisfied prior to or at settlement?~~☐~~Are there attachments?~~☐~~If YES, identify the attachment(s)~~~~(and, if applicable, the part(s) containing the particulars):~~

Date of order:

Name of authorised officer who made order:

Name of authority that appointed the authorised officer:

Nature of order:

Amount payable (if any):

**29.8** section 157 - Fire safety notice~~Is this item applicable?~~☐~~Will this be discharged or satisfied prior to or at settlement?~~☐~~Are there attachments?~~☐~~If YES, identify the attachment(s)~~~~(and, if applicable, the part(s) containing the particulars):~~~~Date of notice:~~~~Name of authority giving notice:~~~~Requirements of notice:~~~~Building work (if any) required to be carried out:~~~~Amount payable (if any):~~**29.9** section 192 or 193 - Land management agreement~~Is this item applicable?~~☐~~Will this be discharged or satisfied prior to or at settlement?~~☐~~Are there attachments?~~☐~~If YES, identify the attachment(s)~~~~(and, if applicable, the part(s) containing the particulars):~~~~Date of agreement:~~~~Names of parties:~~~~Terms of agreement:~~

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

~~Is this item applicable?~~

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

~~Are there attachments?~~

~~If YES, identify the attachment(s)  
(and, if applicable, the part(s) containing the particulars):~~

Date requirement given:

Name of body giving requirement:

Nature of requirement:

Contribution payable (if any):

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

~~Is this item applicable?~~

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

~~Are there attachments?~~

~~If YES, identify the attachment(s)  
(and, if applicable, the part(s) containing the particulars):~~

Date of agreement:

Names of parties:

Terms of agreement:

Contribution payable (if any):

**29.12** Part 16 Division 1 - Proceedings~~Is this item applicable?~~☐~~Will this be discharged or satisfied prior to or at settlement?~~☐~~Are there attachments?~~☐~~If YES, identify the attachment(s)~~~~(and, if applicable, the part(s) containing the particulars):~~

Date of commencement of proceedings:

Date of determination or order (if any):

Terms of determination or order (if any):

**29.13** section 213 - Enforcement notice~~Is this item applicable?~~☐~~Will this be discharged or satisfied prior to or at settlement?~~☐~~Are there attachments?~~☐~~If YES, identify the attachment(s)~~~~(and, if applicable, the part(s) containing the particulars):~~

Date notice given:

Name of designated authority giving notice:

Nature of directions contained in notice:

Building work (if any) required to be carried out:

Amount payable (if any):



29.14

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

Is this item applicable?

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

Are there attachments?

If YES, identify the attachment(s)  
(and, if applicable, the part(s) containing the particulars):

Date order made:

Name of court that made order:

Action number:

Names of parties:

Terms of order:

Building work (if any) required to be carried out:

**Particulars of building indemnity insurance****Note-**

Building indemnity insurance is not required for-

- (a) domestic building work for which approval under the *Planning, Development and Infrastructure Act 2016*, the repealed *Development Act 1993* or the repealed *Building Act 1971* is or was not required; or
- (b) minor domestic building work (see section 3 of the *Building Work Contractors Act 1995*); or
- (c) domestic building work commenced before 1 May 1987; or
- (d) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* applies under the *Building Work Contractors Regulations 2011*; or
- (e) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* has been granted under section 45 of that Act.

**Details of building indemnity still in existence for building work on the land:**

1 Name(s) of person(s) insured:

MASDELINE KATE HELLER

2 Name of insurer:

QBE

3 Limitations on the liability of the insurer:

Refer to Council Search page 5 attached hereto

4 Name of builder:

RIVERGUM HOMES PTY LTD

5 Builder's licence number:

UBLD113681

6 Date of issue of insurance:

29 SEPTEMBER 2021

7 Description of insured building work:

NEW SINGLE DWELLING CONSTRUCTION CONTRACT

**Exemption from holding insurance:**

If particulars of insurance are not given, has an exemption been granted under section 45 of the *Building Work Contractors Act 1995* from the requirement to hold an insurance policy in accordance with Division 3 of Part 5 of that Act?

NO

If YES, give details:

(a) Date of the exemption:

(b) Name of builder granted the exemption:

(c) Licence number of builder granted the exemption:

(d) Details of building work to which the exemption applies:

(e) Details of conditions (if any) to which the exemption is subject:

## Particulars relating to environment protection



### 1-Interpretation

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

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

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

- (a) site contamination (within the meaning of the *Environment Protection Act 1993*) at the land; or
- (b) any other contamination of the land by chemical substances,

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

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

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

- (a) the nature and extent of contamination of the land by chemical substances present or remaining on or below the surface of the land; and
- (b) the suitability of the land for a particular use; and
- (c) what remediation is or remains necessary for a particular use,

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

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

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

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

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

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

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

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

#### EPA Prescribed Commercial or Industrial Activity

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

**2-Pollution and site contamination on the land-questions for vendor**

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

- (a) storage, handling or disposal of waste or fuel or other chemicals (other than in the ordinary course of domestic activities)?
- (b) importation of soil or other fill from a site at which-
  - (i) an activity of a kind listed in paragraph (a) has taken place; or
  - (ii) a prescribed commercial or industrial activity (see item 1(2) above) has taken place?

NO

If YES, give details of all activities that the vendor is aware of and whether they have taken place before or after the vendor acquired an interest in the land:

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

NO

If YES, give details of all activities that the vendor is aware of and whether they have taken place before or after the vendor acquired an interest in the land:

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

NO

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

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

NO

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

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

NO

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

**Note-**

These questions relate to details about the land that may be known by the vendor. A "YES" answer to the questions at items 2(1) or 2(2) may indicate that a **potentially contaminating activity** has taken place at the land (see sections 103C and 103H of the *Environment Protection Act 1993*) and that assessments or remediation of the land may be required at some future time.

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

**3-Licences and exemptions recorded by EPA in public register**

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

- (a) details of a current licence issued under Part 6 of the *Environment Protection Act 1993* to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?

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

- (c) details of a current exemption issued under Part 6 of the *Environment Protection Act 1993* from the application of a specified provision of that Act in relation to an activity carried on at the land?

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

- (e) details of a licence issued under the repealed *South Australian Waste Management Commission Act 1979* to operate a waste depot at the land?

- (f) details of a licence issued under the repealed *Waste Management Act 1987* to operate a waste depot at the land?

- (g) details of a licence issued under the repealed *South Australian Waste Management Commission Act 1979* to produce waste of a prescribed kind (within the meaning of that Act) at the land?

- (h) details of a licence issued under the repealed *Waste Management Act 1987* to produce prescribed waste (within the meaning of that Act) at the land?

**Note-**

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

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

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

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

The EPA will not provide details about exemptions relating to-

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

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

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

- (a) details of serious or material environmental harm caused or threatened in the course of an activity (whether or not notified under section 83 of the *Environment Protection Act 1993*)?

- (b) details of site contamination notified to the EPA under section 83A of the *Environment Protection Act 1993* ?

- (c) a copy of a report of an environmental assessment (whether prepared by the EPA or some other person or body and whether or not required under legislation) that forms part of the information required to be recorded in the public register?

- (d) a copy of a site contamination audit report?

- (e) details of an agreement for the exclusion or limitation of liability for site contamination to which section 103E of the *Environment Protection Act 1993* applies?

- (f) details of an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the *Environment Protection Act 1993*?

- (g) details of an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the *Environment Protection Act 1993*?

- (h) details of a notification under section 103Z(1) of the *Environment Protection Act 1993* relating to the commencement of a site contamination audit?

- (i) details of a notification under section 103Z(2) of the *Environment Protection Act 1993* relating to the termination before completion of a site contamination audit?

- (j) details of records, held by the former South Australian Waste Management Commission under the repealed *Waste Management Act 1987*, of waste (within the meaning of that Act) having been deposited on the land between 1 January 1983 and 30 April 1995?

**Note-**

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

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

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

- (a) a copy of a report known as a "Health Commission Report" prepared by or on behalf of the South Australian Health Commission (under the repealed *South Australian Health Commission Act 1976*)?

- (b) details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the *Environment Protection Act 1993* ?

- (c) details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the *Environment Protection Act 1993* ?

(d) a copy of a pre-1 July 2009 site audit report?

NO

(e) details relating to the termination before completion of a pre-1 July 2009 site audit?

NO

**Note-**

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

## 6-Further information held by councils

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

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

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

NO

**Note-**

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

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

It should be noted that-

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

## 7-Further information for purchasers

**Note-**

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

- details relating to environmental authorisations such as applications, applicants, locations of activities, conditions, suspension, cancellation or surrender of authorisations, disqualifications, testing requirements and test results;
- details relating to activities undertaken on the land under licences or other environmental authorisations no longer in force;
- written warnings relating to alleged contraventions of the *Environment Protection Act 1993*;
- details of prosecutions and other enforcement action;
- details of civil proceedings;
- other details prescribed under the *Environment Protection Act 1993* (see section 109(3)(1)).

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

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

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

ANNEXURES

~~\* There are no documents annexed hereto~~

\* The following documents are annexed hereto -

Form R3  
Certificate of Title  
Property Interest Report (PIR)  
Title & Valuation Package  
Check Search  
Historical Search  
Council Search  
Certificate of Emergency Services Levy Payable  
Certificate of Land Tax Payable  
Certificate of Water and Sewer Charges & Encumbrance Information  
Encumbrance  
Environment Protection Authority Response  
Residential Tenancy Agreement

ACKNOWLEDGEMENT OF RECEIPT

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

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_

Signed:

Date:

Signed:

Date:

Signed:

Date:

Signed:

Date:

SIGN  
HERE

(\*Strike out whichever is not applicable)



# ATTACHMENT A -

Form 1 - Vendor's statement (*Section 7 Land and Business (Sale and Conveyancing) Act 1994*)

*This Attachment page is to be used only if there is insufficient space in the Part, Division, particulars or item.  
Please insert the relevant corresponding Part, Division, particulars or item number and heading.*

ITEM	DESCRIPTION:
29.1	<p>Zoning overlays</p> <p>Overlays</p> <p>Airport Building Heights (Regulated) (All structures over 110 metres)</p> <p>The Airport Building Heights (Regulated) Overlay seeks to ensure building height does not pose a hazard to the operation and safety requirements of commercial and military airfields.</p> <p>Affordable Housing</p> <p>The Affordable Housing Overlay seeks to ensure the integration of a range of affordable dwelling types into residential and mixed use development.</p> <p>Coastal Flooding</p> <p>The Coastal Flooding Overlay seeks to minimise coastal flood hazard risk to property and infrastructure.</p> <p>Design</p> <p>The Design Overlay seeks to ensure significant development positively contributes to the liveability, durability and sustainability of the built environment through high-quality design.</p> <p>Hazards (Flooding - General)</p> <p>The Hazards (Flooding - General) Overlay seeks to minimise impacts of general flood risk through appropriate siting and design of development.</p> <p>Noise and Air Emissions</p> <p>The Noise and Air Emissions Overlay seeks to protect new noise and air quality sensitive development from adverse impacts of noise and air emissions.</p> <p>Prescribed Wells Area</p> <p>The Prescribed Wells Area Overlay seeks to ensure sustainable water use in prescribed wells areas.</p> <p>Regulated and Significant Tree</p> <p>The Regulated and Significant Tree Overlay seeks to mitigate the loss of regulated trees through appropriate development and redevelopment.</p> <p>Traffic Generating Development</p> <p>The Traffic Generating Development Overlay aims to ensure safe and efficient vehicle movement and access along urban transport routes and major urban transport routes.</p>

# Form R3

## Buyers information notice

---

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

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

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

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

[www.cbs.sa.gov.au](http://www.cbs.sa.gov.au)

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

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

### **Safety**

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

## Enjoyment

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

## Value

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

For more information on these matters visit: [www.cbs.sa.gov.au](http://www.cbs.sa.gov.au)

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



Product  
Date/Time  
Customer Reference  
Order ID

Register Search (CT 6259/716)  
15/08/2025 12:13PM  
3073  
20250815004111

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 6259 Folio 716

Parent Title(s) CT 6242/830

Creating Dealing(s) RTU 13613872

Title Issued 16/09/2021 Edition 4 Edition Issued 19/04/2022

## Estate Type

FEE SIMPLE

## Registered Proprietor

PAULA LOUISE SINCLAIR  
OF 23B YURUGA AVENUE CARINGBAH SOUTH NSW 2229

## Description of Land

ALLOTMENT 32 DEPOSITED PLAN 128033  
IN THE AREA NAMED PORT ADELAIDE  
HUNDRED OF PORT ADELAIDE

## Easements

NIL

## Schedule of Dealings

Dealing Number	Description
13758319	ENCUMBRANCE TO TAMELY PTY. LTD. (ACN: 127 262 480)
13758320	MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

## Notations

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

# Property Interest Report

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

Title Reference	CT 6259/716	Reference No. 2703127
Registered Proprietors	P L*SINCLAIR	Prepared 15/08/2025 12:13
Address of Property	46 COLLEGE STREET, PORT ADELAIDE, SA 5015	
Local Govt. Authority	CITY OF PORT ADELAIDE ENFIELD	
Local Govt. Address	PO BOX 110 PORT ADELAIDE SA 5015	

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)
------------------------	--

### 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 (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 1966</i> (repealed) | 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  |
- [Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*

## 7. Emergency Services Funding Act 1998

- |     |                                 |  |
|-----|---------------------------------|--|
| 7.1 | section 16 - Notice to pay levy | <p><b>An Emergency Services Levy 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></p> <p>Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates<br/> <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></p> |
|-----|---------------------------------|--|

## 8. Environment Protection Act 1993

- |     |   |  |
|-----|---|--|
| 8.1 | section 59 - Environment performance agreement that is registered in relation to the land   | EPA (SA) will respond with details relevant to this item |
| 8.2 | section 93 - Environment protection order that is registered in relation to the land  | EPA (SA) will respond with details relevant to this item |
| 8.3 | section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land                   | EPA (SA) will respond with details relevant to this item |
| 8.4 | section 99 - Clean-up order that is registered in relation to the land  | EPA (SA) will respond with details relevant to this item |
| 8.5 | section 100 - Clean-up authorisation that is registered in relation to the land   | EPA (SA) will respond with details relevant to this item |
| 8.6 | section 103H - Site contamination assessment order that is registered in relation to the land   | EPA (SA) will respond with details relevant to this item |
| 8.7 | section 103J - Site remediation order that is registered in relation to the land  | EPA (SA) will respond with details relevant to this item |
| 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) will respond with details relevant to this item |

8.9	section 103P - Notation of site contamination audit report in relation to the land	EPA (SA) will respond with details relevant to this item
8.10	section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land	EPA (SA) will respond with details relevant to this item
<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
------	---	---

## 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 | <p><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></p> <p>Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates<br/> <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></p> |
|------|---|--|

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

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

## 21. ***Local Government Act 1999***

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

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

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

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

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

## 24. ***Mining Act 1971***

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

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

## 25. *Native Vegetation Act 1991*

25.1	Part 4 Division 1 - Heritage agreement	DEW Native Vegetation has no record of any agreement affecting this title  also  Refer to the Certificate of Title
25.2	section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider	DEW Native Vegetation has no record of any agreement affecting this title  also  Refer to the Certificate of Title
25.3	section 25D - Management agreement	DEW Native Vegetation has no record of any agreement affecting this title  also  Refer to the Certificate of Title
25.4	Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation	DEW Native Vegetation has no record of any refusal or condition affecting this title

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

26.1	section 97 - Notice to pay levy in respect of costs of regional NRM board	The regional landscape board has no record of any notice affecting this title
26.2	section 123 - Notice to prepare an action plan for compliance with general statutory duty	The regional landscape board has no record of any notice affecting this title
26.3	section 134 - Notice to remove or modify a dam, embankment, wall or other obstruction or object	The regional landscape board has no record of any notice affecting this title
26.4	section 135 - Condition (that remains in force) of a permit	The regional landscape board has no record of any notice affecting this title
26.5	section 181 - Notice of instruction as to keeping or management of animal or plant	The regional landscape board has no record of any notice affecting this title
26.6	section 183 - Notice to prepare an action plan for the destruction or control of animals or plants	The regional landscape board has no record of any notice affecting this title
26.7	section 185 - Notice to pay costs of destruction or control of animals or plants on road reserve	The regional landscape board has no record of any notice affecting this title
26.8	section 187 - Notice requiring control or quarantine of animal or plant	The regional landscape board has no record of any notice affecting this title
26.9	section 193 - Protection order to secure compliance with specified provisions of the Act	The regional landscape board has no record of any order affecting this title
26.10	section 195 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act	The regional landscape board has no record of any order affecting this title
26.11	section 197 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act	The regional landscape board has no record of any authorisation affecting this title

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

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

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

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

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

- |      |  |  |
|------|--|--|
| 29.1 | Part 5 - Planning and Design Code<br><i>[ Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>  | <p>Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated.</p> <p>also</p> <p>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</p> <p>also</p> <p>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</p> <p>also</p> <p>Contact the Local Government Authority for other details that might apply to a place of local heritage value</p> <p>also</p> <p>For details of declared significant trees affecting this title, contact the Local Government Authority</p> <p>also</p> <p>The Planning and Design Code (the Code) is a statutory instrument under the <i>Planning, Development and Infrastructure Act 2016</i> 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:<br/><a href="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</a> or phone PlanSA on 1800 752 664.</p> |
| 29.2 | section 127 - Condition (that continues to apply) of a development authorisation<br><i>[ Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | <p>State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title</p> <p>also</p> <p>Contact the Local Government Authority for other details that might apply</p>   |
| 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  | <p>State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title</p> <p>also</p> <p>Contact the Local Government Authority for other details that might apply</p>  |
| 29.6 | section 142 - Notice to complete development   | <p>State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title</p> <p>also</p> <p>Contact the Local Government Authority for other details that might apply</p>  |
| 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 | <p><b>An SA Water Certificate will be forwarded.</b><br/> <b>If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950</b></p> <p>also</p> <p>The Office of the Technical Regulator in DEM has no record of any notice or order affecting this title</p> <p>also</p> <p>Lightsview Re-Water Supply Co Pty Ltd has no record of any notice or order affecting this title.</p> <p>also</p> <p>Robusto Investments Pty. Ltd. trading as Compass Springs has no current record of any notice or order affecting this title.</p> <p>also</p> <p>Alano Utilities Pty. Ltd. has no record of any notice or order affecting this title.</p> |
|------|---|---|

### 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) | <p>Refer to the Certificate of Title</p> <p>also</p> <p>Contact the vendor for these details</p> <p>also</p> <p>Contact the Local Government Authority for other details that might apply</p> |
|------|--|---|

## 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><b>EPA (SA) will respond with details relating to items 3, 4 or 5 affecting this title</b><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

---

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).



**Product**  
**Date/Time**  
**Customer Reference**  
**Order ID**

Title and Valuation Package  
15/08/2025 12:13PM  
3073  
20250815004111

## Certificate of Title

**Title Reference** CT 6259/716  
**Status** CURRENT  
**Easement** NO  
**Owner Number** 19232514  
**Address for Notices** C/-ADELAIDE PROPERTY BROKERS 140 FINDON ROAD WOODVILLE WEST SA 5011, AUS  
**Area** 64m<sup>2</sup> (CALCULATED)

## Estate Type

Fee Simple

## Registered Proprietor

PAULA LOUISE SINCLAIR  
OF 23B YURUGA AVENUE CARINGBAH SOUTH NSW 2229

## Description of Land

ALLOTMENT 32 DEPOSITED PLAN 128033  
IN THE AREA NAMED PORT ADELAIDE  
HUNDRED OF PORT ADELAIDE

## Last Sale Details

**Dealing Reference** TRANSFER (T) 13758318  
**Dealing Date** 04/04/2022  
**Sale Price** \$119,000  
**Sale Type** FULL VALUE / CONSIDERATION AND WHOLE OF LAND

## Constraints

### Encumbrances

Dealing Type	Dealing Number	Beneficiary
ENCUMBRANCE	13758319	TAMELY PTY. LTD. (ACN: 127 262 480)
MORTGAGE	13758320	COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

### Stoppers

NIL

## Valuation Numbers

Valuation Number	Status	Property Location Address
0401001549	CURRENT	46 COLLEGE STREET, PORT ADELAIDE, SA 5015

## Notations



**Product**  
**Date/Time**  
**Customer Reference**  
**Order ID**

Title and Valuation Package  
15/08/2025 12:13PM  
3073  
20250815004111

## Dealings Affecting Title

NIL

## Notations on Plan

NIL

## Registrar-General's Notes

NIL

## Administrative Interests

NIL

## Valuation Record

<b>Valuation Number</b>	0401001549
<b>Type</b>	Site & Capital Value
<b>Date of Valuation</b>	01/01/2025
<b>Status</b>	CURRENT
<b>Operative From</b>	01/07/2022
<b>Property Location</b>	46 COLLEGE STREET, PORT ADELAIDE, SA 5015
<b>Local Government</b>	PORT ADELAIDE ENFIELD
<b>Owner Names</b>	PAULA LOUISE SINCLAIR
<b>Owner Number</b>	19232514
<b>Address for Notices</b>	C/-ADELAIDE PROPERTY BROKERS 140 FINDON ROAD WOODVILLE WEST SA 5011, AUS
<b>Zone / Subzone</b>	UAC - Urban Activity Centre \ PAC - Port Adelaide Centre
<b>Water Available</b>	Yes
<b>Sewer Available</b>	Yes
<b>Land Use</b>	1100 - House
<b>Description</b>	HG
<b>Local Government Description</b>	Residential

## Parcels

Plan/Parcel	Title Reference(s)
D128033 ALLOTMENT 32	CT 6259/716

## Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$110,000	\$520,000			



Product

Date/Time

Customer Reference

Order ID

Title and Valuation Package

15/08/2025 12:13PM

3073

20250815004111

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Previous	\$98,000	\$420,000			

## Building Details

Valuation Number	0401001549
Building Style	Conventional
Year Built	2023
Building Condition	Very Good
Wall Construction	Cement Sheet; Weatherbrd; Log
Roof Construction	Colourbond
Equivalent Main Area	100 sqm
Number of Main Rooms	Not Available

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



**Product**  
**Date/Time**  
**Customer Reference**  
**Order ID**

Check Search  
15/08/2025 12:13PM  
3073  
20250815004111

---

## Certificate of Title

**Title Reference:** CT 6259/716

**Status:** CURRENT

**Edition:** 4

## Dealings

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

## Priority Notices

NIL

## Registrar-General's Notes

No Registrar-General's Notes exist for this title



Certificate of Title

Title Reference:CT 6259/716

Status:CURRENT

Parent Title(s):CT 6242/830

Dealing(s) Creating Title:RTU 13613872

Title Issued:16/09/2021

Edition:4

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
05/04/2022	19/04/2022	13758320	MORTGAGE	REGISTERED	COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)
05/04/2022	19/04/2022	13758319	ENCUMBRANCE	REGISTERED	TAMELY PTY. LTD. (ACN: 127 262 480)
05/04/2022	19/04/2022	13758318	TRANSFER	REGISTERED	PAULA LOUISE SINCLAIR
11/02/2022	18/02/2022	13722086	TRANSFER	REGISTERED	TAMELY PTY. LTD. (ACN: 127 262 480)
11/02/2022	18/02/2022	13722085	DISCHARGE OF MORTGAGE	REGISTERED	13620362
11/02/2022	18/02/2022	13722084	DISCHARGE OF ENCUMBRANCE	REGISTERED	13620361
24/09/2021	29/09/2021	13620362	MORTGAGE	REGISTERED	COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)
24/09/2021	29/09/2021	13620361	ENCUMBRANCE	REGISTERED	TAMELY PTY. LTD. (ACN: 127 262 480)
24/09/2021	29/09/2021	13620360	TRANSFER	REGISTERED	MADELEINE KATE HELLER
24/09/2021	29/09/2021	13620359	DISCHARGE OF MORTGAGE	REGISTERED	11927411
24/04/2013	08/05/2013	11927411	MORTGAGE	REGISTERED	NATIONAL AUSTRALIA BANK LTD.



## CERTIFICATE – COUNCIL CHARGES

Searchlight Technology  
PO Box 232  
RUNDLE MALL SA 5000

Certificate No: Cert113163  
Date Issued: 19/08/2025  
Valuer-Gen. No: 0401001549  
**Assessment No: 3144131**

Property Owner(s): Paula L Sinclair  
Property Address: 46 College Street PORT ADELAIDE SA 5015  
Parcel(s) Description: Allotment 32 D 128033 CT Vol 6259 Folio 716

I certify that the charges set out below were due and payable at the date of the giving of this certificate.

Arrears (Rates/Fines/Interest/Costs) :	0.00
Current Year's Rates :	1,157.30
Less Council Rebate/Remission :	0.00
Less Government Remission :	0.00
Current Year's Fines/Interest :	0.00
Current Year's Adjustments :	0.00
Current Year's Other Charges :	0.00
Less Current Year's Payments :	0.00
Balance :	\$1,157.30

**For adjustment purposes please note:**

- 1. Works may be carried out, for which charges will be raised subsequent to this certificate. (See attached notice where applicable)**
- 2. Please note that land that is not currently rateable may have pro-rata rates raised if ownership or usage changes**
- 3. Please note that land currently eligible for a Council Rebate or Remission may be subject to a pro-rata reduction in the amount granted if ownership or usage changes.**

The charges as shown are valid only for the date of the certificate.

The rates are payable in four equal (or approximately equal) instalments payable in the months of September, December, March and June of the fiscal year that the rates are declared. The current year's rates fall due on **2<sup>nd</sup> September 2025; 2<sup>nd</sup> December 2025; 2<sup>nd</sup> March 2026 and 2<sup>nd</sup> June 2026**. Fines and interest will be added as provided by the *Local Government Act 1999*, as amended.

*If settlement occurs within three (3) calendar months from the date of this Certificate, you may request a free rate update from the Council's online portal and quoting the Assessment No. and the Certificate No. above. No verbal information will be provided by the Council as it is not a certificate for the purposes of Section 187 of the Local Government Act 1999.*

*Where settlement occurs three (3) calendar months or more from the date of this Certificate a new certificate is required.*

Chief Executive Officer

Per



**Bill Code:** 18192  
**Ref:** 3144131

**Provision of Prescribed Information****Section 12 Land and Business (Sale and Conveyancing) Act 1994**

In response to your recent enquiry we advise as follows:

Certificate Number: Cert113163

Address: 46 College Street PORT ADELAIDE SA 5015

**Council Assessment Number: 3144131**

5	Prescribed Encumbrance Development Act 1993 (Repealed)	Other Particulars	
5.1	Section 42 - Condition (that continues to apply) of a development authorisation	<p>Is this item applicable? Will this be discharged or satisfied prior to or at settlement? : NO</p> <p>Application ID: 040/2778/20 Application Description: Two storey dwelling (Lot 32 College St) Date of Authorisation: 14 Jan 22</p> <p>Name of relevant authority that granted authorisation: City of Port Adelaide Enfield</p> <p>Application ID: 040/2778/20 Conditions of Authorisation: Refer Attached</p>	YES
5.2	Section 50(1) - Requirement to vest land in a council or the Crown to be held as open space		N/A
5.3	Section 50(2) - Agreement to vest land in a council or the Crown to be held as open space		N/A
5.4	Section 55 - Order to remove or perform work		N/A
5.5	Section 56 - Notice to complete development		N/A
5.6	Section 57 - Land management agreement		N/A
5.8	Section 69 - Emergency order		N/A
5.9	Section 71 - Fire safety notice		N/A
5.10	Section 84 - Enforcement notice		N/A
5.11	Section 85(6), 85(10) or 106 - Enforcement order		N/A
5.13	Part 11 Division 2 - Proceedings		N/A
6	<b>Repealed Act Conditions</b>		
6.1	Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1966</i> (repealed)	NO	N/A



<b>10</b>	<b>Fire and Emergency Services Act 2005</b>		
10.1	Section 105F (or section 56 or 83 (repealed)) - Notice to action required concerning flammable materials on land		N/A
<b>11</b>	<b>Food Act 2001</b>		
11.1	Section 44 - Improvement notice		N/A
11.2	Section 46 - Prohibition order		N/A
<b>15</b>	<b>Housing Improvement Act 1940 (repealed)</b>		
15.1	Section 23 - Declaration that house is undesirable or unfit for human habitation		N/A
<b>17</b>	<b>Land Acquisition Act 1969</b>		
17.1	Section 10 - Notice of intention to acquire		N/A
<b>20</b>	<b>Local Government Act 1934 (Repealed)</b>		
20.1	Notice, order, declaration, charge, claim or demand given or made under the Act		N/A
<b>21</b>	<b>Local Government Act 1999</b>		
21.1	Notice, order, declaration, charge, claim or demand given or made under the Act		N/A
<b>22</b>	<b>Local Nuisance and Litter Control Act 2016</b>		
22.1	Section 30 - Nuisance or litter abatement notice		N/A
<b>29</b>	<b>Planning, Development and Infrastructure 2016</b>		
29.1	Part 5 - Planning and Design Code	<p>Title or other brief description of zone, subzone and overlay and which the land is situated (as shown in the planning and design code)</p> <p>Is the land situated in a designated State Heritage Area?</p> <p><i>Please refer to attached document from Plan SA</i></p> <p>Is the land designated as a place of local heritage value?</p> <p><i>Please refer to attached document from Plan SA</i></p> <p>Is there declared to be a significant tree or a stand of trees declared to be significant trees on the land?</p> <p><i>Please refer to attached document from Plan SA</i></p> <p>Is there a current Development Plan Amendment released for public consultation by the Minister on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?</p> <p><i>Please refer to your Property Interest Report</i></p>	

29.2	Section 127 - Condition (that continues to apply) of a development authorisation	<i>Please refer to attached document from Plan SA</i>	N/A
29.5	Section 141 - Order to remove or perform work		N/A
29.6	Section 142 - Notice to complete development		N/A
29.7	Section 155 - Emergency order		N/A
29.8	Section 157 - Fire safety notice		N/A
29.10	Section 198(1) - requirements to vest land in a Council or the Crown to be held as open space		N/A
29.11	Section 198(2) - Agreement to vest land in a Council or the Crown to be held as open space		N/A
29.12	Part 16 Division 1 - Proceedings		N/A
29.13	Section 213 - Enforcement Notice		N/A
29.14	Section 214(6), 214(10) or 222 - Enforcement Order		N/A
<b>31</b>	<b>Public and Environmental Health Act 1987 (Repealed)</b>		
31.1	Part 3 - Notice		N/A
31.2	<i>Public and Environmental Health (Waste Control) Regulations 2010</i> (or 1995) (revoked) Part 2 - Condition (that continues to apply) of an approval		N/A
31.3	<i>Public and Environmental Health (Waste Control) Regulations 2010</i> (revoked) regulation 19 - Maintenance order (that has not been complied with)		N/A
<b>32</b>	<b>South Australian Public Health Act 2011</b>		
32.2	Section 92 - Notice		N/A
32.3	<i>South Australian Public Health (Wastewater) Regulations 2013</i> Part 4-Condition (that continues to apply) of an approval		N/A
<b>36</b>	<b>Other Charges</b>		
	Charge of any kind affecting the land (not included in another item)	Refer to <b>"CERTIFICATE – COUNCIL CHARGES"</b> on page 1 of this document.	**

## Schedule—Division 2—Other particulars (section 7(1)(b))

### Particulars of building indemnity insurance

**Note:** Building indemnity insurance is not required for -

- a) domestic building work for which approval under the *Planning, Development and Infrastructure Act* 2016, the repealed *Development Act* 1993 or the repealed *Building Act* 1971 is or was not required; or
- b) minor domestic building work (see section 3 of the *Building Work Contractors Act* 1995); or
- c) domestic building work commenced before 1 May 1987; or
- d) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act* 1995 applies under the *Building Work Contractors Regulations* 2011; or
- e) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act* 1995 has been granted under section 45 of that Act.

Application No: 040/2778/20

1. Building indemnity insurance is required: Yes
2. Name of persons insured: Masdeline Kate Heller
3. Name of insurer: QBE
4. Limitations on the liability of the insurer: Refer to Policy
5. Name of the builder: Rivergum Homes Pty Ltd
6. Builders licence number: UBLD113681
7. Description of insured building work: New single dwelling construction contract
8. Date of issue of insurance: 29 Sep 21

### Exemption from holding insurance:

If particulars of insurance are not given, has an exemption been granted under section 45 of the *Building Work Contractors Act* 1995 from the requirement to hold an insurance policy in accordance with Division 3 of Part 5 of that Act?

No

1. Date of the exemption: N/A
2. Name of builder granted the exemption: N/A
3. Licence number of builder granted the exemption: N/A
4. Details of building work for which the exemption applies: N/A
5. Details of conditions for which the exemption is subject: N/A

**6 - Further information held by councils**

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

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

NO

Description of the nature of the development(s) approved:

Refer to the repealed *Development Act* 1993 Section of this document particularly Part 3 Development Plan, Section 42 – Condition (that continues to apply) of a development authorisation and Repealed Act conditions listed in this document.

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

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

It should be noted that—

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

Signed for or on behalf of the agent:.....

REPLY

I certify that the information and particulars provided above apply at the date of the reply of this inquiry.

Signed for and on behalf of the Chief Executive Officer:

Date: 19/08/25

# DECISION NOTIFICATION FORM

Section 126(1) of the *Planning, Development and Infrastructure Act 2016*

## TO THE APPLICANT:

Name: Rivergum Homes Pty Ltd 387-391 South Rd MILE END SOUTH SA 5031
Postal address: PO Box 3373 RUNDLE MALL SA 5000

## IN REGARD TO:

Development application no.: 040/2778/20	Lodged on: 20/10/2020
Nature of proposed development: Two storey dwelling (Lot 32 College St)	

## LOCATION OF PROPOSED DEVELOPMENT:

46 College St PORT ADELAIDE SA 5015 Allotment 32 D 128033 CT Vol 6259 Folio 716
--

## DECISION:

Decision type	Decision (granted/refused)	Decision date	No. of conditions	No. of reserved matters	Entity responsible for decision (relevant authority)
Planning consent	Granted	01/03/2021	5	-	City of Port Adelaide Enfield
Building consent	Granted	26/11/2021	2	-	Neil Kirkham – KBS Consultants Pty Ltd
<b>Development approval</b>	Granted	14/01/2022	7	-	City of Port Adelaide Enfield

<b>FROM THE RELEVANT AUTHORITY:</b> City of Port Adelaide Enfield
Date: 14/01/2022

## INFORMATION TO BE INCLUDED ON DECISION TO GRANT A MINOR VARIATION PURSUANT TO REGULATION 65

### CONDITIONS OF PLANNING CONSENT:

1. Except where minor amendments may be required by other relevant Acts, or by conditions imposed by this application, the development is to be established in strict accordance with the endorsed stamped details and plans submitted and all works shall be completed to the reasonable satisfaction of Council prior to the occupation and/or use of the development.
2. Prior to Full Development Approval the Applicant shall submit a detailed Engineering Siteworks Plan and relevant calculations, which is prepared by a suitably qualified Civil Engineer in accordance with Council Development Guide DG15.
3. All stormwater from the proposed development and associated paved areas shall be captured, stored, re-used or disposed of in a manner and with materials to the reasonable satisfaction of Council, such that it provides for orderly, sustainable and legal stormwater management, and does not result in the entry of water into, or affect the stability of a building and/or adjoining land. Any such stormwater management system shall be connected prior to the completion of the development.
4. All upper level windows to the rear elevations of the proposed dwellings shall be fixed obscured glass and not openable up to minimum height of 1700 millimetres from the finished floor level of the upper storey.
5. Prior to full Development Approval being granted, the subject allotments for each dwelling must be formally created and a Deposited Plan and/or Certificate of Title issued and submitted to Council.

### CONDITIONS OF BUILDING CONSENT:

#### Building Rules Consent Conditions and Notes

As per the Decision Notification Form issued by KBS Consultants Pty Ltd, Ref: 20191308 and dated 26/11/21, herein attached.

### ADVISORY NOTES:

1. No work can commence on this development unless a Development Approval has been obtained. If one or more consents have been granted on this Decision Notification Form, you must not start any site works or building work or change of use of the land until you have received notification that Development Approval has been granted.
  2. Appeal rights – General rights of review and appeal exist in relation to any assessment, request, direction or act of a relevant authority in relation to the determination of this application, including conditions.
  3. This consent or approval will lapse at the expiration of 12 months from its operative date, subject to the below.
  4. An approved development must be substantially commenced within 12 months of the date of Development Approval, and completed within 3 years from the operative date of the approval, unless this period has been extended by the relevant authority.
  5. A decision of the Commission in respect of a development classified as restricted development in respect of which representations have been made under section 110 of the Act does not operate—
    - (a) until the time within which any person who made any such representation may appeal against a decision to grant the development authorisation has expired; or
    - (b) if an appeal is commenced—
      - (i) until the appeal is dismissed, struck out or withdrawn; or
      - (ii) until the questions raised by the appeal have been finally determined (other than any question as to costs).
- The applicant and owner are reminded that temporary fencing should be provided during demolition and construction, or where the site is left vacant, to ensure privacy and security to adjoining properties and to restrict wind-blown soil and sand.
  - The granting of this consent does not remove the need for the applicant to obtain all other consents that may be required by other statutes or regulations. The applicant is also reminded that unless specifically stated, conditions from previous relevant development approvals remain active.
  - The applicant is advised that any works (stormwater connections, driveways, etc) undertaken on Council owned land will require the approval of Council's City Assets Department, prior to any works being undertaken. Further information may be obtained from the City Assets Department on telephone 8405 6600.
  - The Local Government Act 1999 provides that the Council may adopt, alter or substitute a numbering system for buildings and allotments. **It is an offence** to adopt a number that is inconsistent with the numbering system adopted by the Council.

### Maximum Penalty : \$2,500 fine

To ascertain the number(s) that must be used, contact the Council's Street Numbering Officer on telephone 8405 6811.

- This application involves development located on the boundary or within close proximity to the boundary of the allotment. The applicant must ensure that the development is undertaken entirely on the subject land and that no part of the structure approved, including the guttering, encroaches any property boundary. To ensure that the proposed development is constructed within the allotment and at the approved set back, it is recommended that a site survey be undertaken to confirm the location of the relevant boundaries.
- The development must be substantially commenced within 12 months of the date of Development Approval, unless this period has been extended by the relevant authority.

You are also advised that any act or work authorised or required by the Development Approval must be completed within 3 years of the date of the Notification unless this period has been extended by the relevant authority.

- It is noted that the proposed building requires the construction of boundary retaining walls. The owner/applicant should construct the retaining walls prior to the development of the proposed building. This will allow for ease of access for the retaining wall construction and will contain fill onsite without causing damage or overspill of soil onto neighbouring properties.
- The Developers are responsible for providing telecommunications infrastructure in their developments. To provide this infrastructure, you need to contract a carrier to install telecommunications infrastructure in your new development.

Developers can choose any carrier to service their development. If they don't choose another carrier:

- nbn is the Infrastructure Provider of Last Resort for larger developments (100 lots or more) and for all developments in areas where nbn is rolling out.
- Telstra is the Infrastructure Provider of Last Resort for smaller developments (less than 100 lots), until the nbn rolls out in the area

Developers are asked to apply to NBN at least 6 months before the required date of service, to ensure a connection is ready when residents move in.

If you have a new or recently approved development application please visit <http://www.nbn.com.au/newdevelopments> to register your development and ensure it is [nbn™ ready](#).

- The *Environment Protection (Water Quality) Policy 2015* requires any person who is undertaking an activity, or is an occupier of land to take all reasonable and practicable measures to avoid the discharge or deposit of waste from that activity or land into any waters or onto land in a place from which it is likely to enter any waters (including the stormwater system).

The policy also defines offences that can result in on-the spot fines or legal proceedings. The following information is provided to assist you to comply with this legislation:

- (1) Building and construction must follow sediment control principles outlined in the *"Stormwater Pollution Prevention - Code of Practice for the Building and Construction Industry* (EPA, 1999). Specifically, the applicant must ensure:
  - During construction no sediment should leave the building and construction site. Appropriate exclusion devices must be installed at entry points to stormwater systems and waterways.
  - A stabilised entry/exit point should be constructed to minimise the tracking of sand, soil and clay off site. However, should tracking occur, regular clean-ups are advised.
- (2) Litter from construction sites is an environmental concern. All efforts should be made to keep all litter on site. The applicant should ensure that bins with securely fitted lids, capable of receiving all waste from building and construction activities, are placed on site.
- (3) All building and construction wastewaters are listed pollutants under the *Environment Protection (Water Quality) Policy 2015* and as such must be contained on site.

It is important that you familiarise yourself with the terms of the Policy and ensure that all contractors engaged by you are aware of the obligations arising under it. For further information please contact the Environment Protection Authority on telephone 8204 2004.

**INFORMATION TO BE INCLUDED ON DECISION TO GRANT DEVELOPMENT APPROVAL  
PURSUANT TO SECTION 99(4) OF THE ACT**

**CONTACT DETAILS OF CONSENT AUTHORITIES:**

Name: City of Port Adelaide Enfield	Type of consent: Planning Consent
Postal Address: PO Box 110, PORT ADELAIDE SA 5015	
Telephone: +61 8 8405 6600	Email: service@cityofpae.sa.gov.au
Name: PC043	Type of consent: Building Consent
Contact Details: See Decision Notice attached by Private Certifier	

**INFORMATION TO BE INCLUDED ON DECISION TO GRANT BUILDING CONSENT**

Building classification/s: 1a & 10a
Approved no of occupants: N/A
Essential safety provisions apply <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

**CERTIFICATE OF BUILDING INDUSTRY INSURANCE:**

Domestic building work must not commence before a copy of the certificate of building industry insurance has been lodged with the relevant authority. If not already lodged, you must lodge the required certificate of insurance before notice is given of intended commencement of building work (regulation 36).

**Certificate of building industry insurance received:** ☒ YES ☐ NO

**REQUIRED NOTIFICATIONS:**

**FOR A CLASS 1 BUILDING**

**You are advised that notice and/or documentation must be provided to council when the following stages of building work are reached (regulation 93):**

☒ **One day's notice of the intended commencement of building work (mandatory):**

☒ **One day's notice of the intended commencement of the installation of a designated building product on a designated building (if applicable)**

☒ **Provision of a completed supervisor's checklist in relation to the installation of a designed building product on a designated building (if applicable)**

☒ **One business day's notice of the intended completion of the following stages of work:**

- completion of structural steel reinforcement for footings;
- completion of structural wall framing prior to installation of insulation and linings;
- completion of roof framing prior to installation of insulation and linings;
- completion of party wall prior to painting or other building components rendering inspection not possible;
- completion of waterproofing to wet areas;

☒ **Notice of completion of the building work, including a completed Statement of Compliance and relevant documentation as set out on this Decision Notification Form (mandatory)**

*Note regulation 57(7) allows the relevant authority issuing the notice to specify any additional stage of building work for which notice must be given to the council under regulation 93.*

*Where a building certifier is issuing the building consent the use of this regulation is to inform the council of stages of work when a notification should be provided and an inspection may occur at the council's discretion. If applicable, notifications specified under regulation 57(7) are therefore intended to be in addition to mandatory notifications and any notifications specified by council under regulation 93(1)(b) or (c) when issuing the final Development Approval.*

**FOR A CLASS 10 BUILDING**



**You are advised that notice and/or documentation must be provided to council when the following stages of building work are reached (regulation 93):**

- ☒ **One day's notice of the intended commencement of building work (mandatory):**
- ☒ **Notice of completion of the building work, including a completed Statement of Compliance and relevant documentation as set out on this Decision Notification Form (mandatory)**

*Note regulation 57(7) allows the relevant authority issuing the notice to specify any additional stage of building work for which notice must be given to the council under regulation 93.*

*Where a building certifier is issuing the building consent the use of this regulation is to inform the council of stages of work when a notification should be provided and an inspection may occur at the council's discretion. If applicable, notifications specified under regulation 57(7) are therefore intended to be in addition to mandatory notifications and any notifications specified by council under regulation 93(1)(b) or (c) when issuing the final Development Approval.*

## FOR A SWIMMING POOL

**You are advised that notice and/or documentation must be provided to council when the following stages of building work are reached (regulation 93):**

- ☒ **One day's notice of the intended commencement of building work (mandatory):**
- ☒ **One business day's notice of the intended completion of the following stages of work:**
  - a swimming pool safety barrier or fence (before the pool is filled with water);
- ☒ **Notice of completion of the building work, including a completed Statement of Compliance and relevant documentation as set out on this Decision Notification Form (mandatory)**

*Note regulation 57(7) allows the relevant authority issuing the notice to specify any additional stage of building work for which notice must be given to the council under regulation 93.*

*Where a building certifier is issuing the building consent the use of this regulation is to inform the council of stages of work when a notification should be provided and an inspection may occur at the council's discretion. If applicable, notifications specified under regulation 57(7) are therefore intended to be in addition to mandatory notifications and any notifications specified by council under regulation 93(1)(b) or (c) when issuing the final Development Approval.*

## FOR A CLASS 2-9 BUILDING

**You are advised that notice and/or documentation must be provided to council when the following stages of building work are reached (regulation 93):**

- ☒ **One day's notice of the intended commencement of building work (mandatory):**
- ☒ **One or two days' notice (as relevant depending on location of the development) of the commencement of the following stages of building work:**  
[Click here to enter text.](#)
- ☒ **One day's notice of the intended commencement of the installation of a designated building product on a designated building (if applicable)**
- ☒ **Provision of a completed supervisor's checklist in relation to the installation of a designed building product on a designated building (if applicable)**
- ☒ **One business day's notice of the intended completion of the following stages of work:**
  - completion of structural steel reinforcement for footings;
  - completion of structural wall framing prior to installation of insulation and linings;
  - completion of roof framing prior to installation of insulation and linings;
  - completion of party walls, internal fire walls or smoke walls prior to painting or other building components rendering inspection not possible;
  - completion of waterproofing to wet areas;

☒ **Notice of completion of the building work, including a completed Statement of Compliance and relevant documentation as set out on this Decision Notification Form (mandatory)**

*Note regulation 57(7) allows the relevant authority issuing the notice to specify any additional stage of building work for which notice must be given to the council under regulation 93.*

*Where a building certifier is issuing the building consent the use of this regulation is to inform the council of stages of work when a notification should be provided and an inspection may occur at the council's discretion. If applicable, notifications specified under regulation 57(7) are therefore intended to be in addition to mandatory notifications and any notifications specified by council under regulation 93(1)(b) or (c) when issuing the final Development Approval.*

#### STATEMENT OF COMPLIANCE:

A Statement of Compliance is required at the completion of all building work, except in respect of a Class 10 building other than a swimming pool or private bushfire shelter.

The following certificates, reports or other documents must be provided to the building certifier or council (as relevant) with the completed Statement of Compliance under regulation 57(8)(c).

[Click here to enter text.](#)

*A blank copy of the Statement of Compliance is available on the SA planning portal. The Statement of Compliance and other required documents may be uploaded to the SA planning portal on completion.*

#### BUILDING OCCUPATION/COMPLETION:

A Certificate of Occupancy issued under section 152 is required for this building before it can be occupied:

☐ YES    ☐ NO

The Certificate of Occupancy will be issued by:

☐ The building certifier; OR

☐ The council

*Note section 152 of the Act and regulation 103, requires a Certificate of Occupancy to be issued before a building can be occupied, except in respect of a Class 10 building under the Building Code (regulation 103(1)).*

*Section 152(2) of the Act states that 'A certificate of occupancy will be issued by council', noting that section 154 allows a building certifier to exercise this power should they elect to, where either: the building is owned occupied by the Crown or an agency or instrumentality of the Crown; or if they issued the building rules consent for that building.*

*The authority above – either building certifier or council – will therefore be responsible for issuing this Certificate following receipt of the Statement of Compliance and other documentation as required to provide assurance that the building is suitable for occupation.*

*Note the default authority for issuing this Certificate remains the council, should there be no building certifier or if the certifier elects not to issue this Certificate, noting that a council may still elect not to issue a certificate, if the council is not satisfied the building is suitable for occupation under section 152(6) of the Act.*

#### Contact details of for the purposes of notification:

Name: City of Port Adelaide Enfield

Email: [service@cityofpae.sa.gov.au](mailto:service@cityofpae.sa.gov.au)

Phone: 8405 6600

*Notifications may also be provided via the SA planning portal.*

# Data Extract for Section 7 search purposes

Valuation ID 0401001549

**Data Extract Date:** 19/08/2025

## Important Information

*This Data Extract contains information that has been input into the Development Application Processing (DAP) system by either the applicant or relevant authority for the development for which approval was sought under the Planning, Development and Infrastructure Act 2016. The Department for Housing and Urban Development does not make any guarantees as to the completeness, reliability or accuracy of the information contained within this Data Extract and councils should verify or confirm the accuracy of the information in the Data Extract in meeting their obligations under the Land and Business (Sale and Conveyancing) Act 1994.*

**Parcel ID:** D128033 AL32

**Certificate Title:** CT6259/716

**Property Address:** 46 COLLEGE ST PORT ADELAIDE SA 5015

## Zones

Urban Activity Centre (UAC)

## Subzones

Port Adelaide Centre (PAC)

## Zoning overlays

### Overlays

#### **Airport Building Heights (Regulated) (All structures over 110 metres)**

The Airport Building Heights (Regulated) Overlay seeks to ensure building height does not pose a hazard to the operation and safety requirements of commercial and military airfields.

#### **Affordable Housing**

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

#### **Coastal Flooding**

The Coastal Flooding Overlay seeks to minimise coastal flood hazard risk to property and infrastructure.

#### **Design**

The Design Overlay seeks to ensure significant development positively contributes to the liveability, durability and sustainability of the built environment through high-quality design.

#### **Hazards (Flooding - General)**

The Hazards (Flooding - General) Overlay seeks to minimise impacts of general flood risk through appropriate siting and design of development.

### **Noise and Air Emissions**

The Noise and Air Emissions Overlay seeks to protect new noise and air quality sensitive development from adverse impacts of noise and air emissions.

### **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.

### **Traffic Generating Development**

The Traffic Generating Development Overlay aims to ensure safe and efficient vehicle movement and access along urban transport routes and major urban transport routes.

### **Is the land situated in a State Heritage Place/Area**

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 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 (the Code) to be a significant tree or trees on the land? (Note: there may be regulated and/or significant trees on the land that are not listed in the Code - see below).**

N/A

Under the Planning, Development and Infrastructure Act 2016 (the Act), a tree may be declared as a significant tree in the Code, or it may be declared as a significant or regulated tree by the Planning, Development and Infrastructure (General) Regulations 2017. Under the Act, protections exist for trees declared to be significant and/or regulated trees. Further information regarding protected trees can be found on the PlanSA website: <https://plan.sa.gov.au/>

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/>

## Associated Development Authorisation Information

*A Development Application cannot be enacted unless the Development Authorisation for Development Approval has been granted.*

No

## Land Management Agreement (LMA)

No



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: 2703127

CORNERSTONE CONVEYANCING  
4 MANN STREET  
MOUNT BARKER SA 5251

DATE OF ISSUE

18/08/2025

**ENQUIRIES:**

Tel: (08) 8372 7534

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

**OWNERSHIP NUMBER**

19232514

**OWNERSHIP NAME**

P L SINCLAIR

**PROPERTY DESCRIPTION**

46 COLLEGE ST / PORT ADELAIDE SA 5015 / LT 32 D128033

**ASSESSMENT NUMBER**

0401001549

**TITLE REF.**

(A "+" indicates multiple titles)

CT 6259/716

**CAPITAL VALUE**

\$520,000.00

**AREA / FACTOR**

R4  
1.000

**LAND USE / FACTOR**

RE  
0.400

**LEVY DETAILS:**

**FINANCIAL YEAR**

2025-2026

**FIXED CHARGE**

\$ 50.00

**+ VARIABLE CHARGE**

\$ 175.95

**- REMISSION**

\$ 105.90

**- CONCESSION**

\$ 0.00

**+ ARREARS / - PAYMENTS**

\$ 0.00

**= AMOUNT PAYABLE**

\$ 120.05

**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**

16/11/2025



**Government of  
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



## CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

### PAYMENT REMITTANCE ADVICE

**OWNERSHIP NUMBER**

19232514

**OWNERSHIP NAME**

P L SINCLAIR

**ASSESSMENT NUMBER**

0401001549

**AMOUNT PAYABLE**

\$120.05

**AGENT NUMBER**

100031477

**AGENT NAME**

CORNERSTONE CONVEYANCING

**EXPIRY DATE**

16/11/2025

+70066362160022> +001571+ <0551059289> <0000012005> +444+

**OFFICIAL: Sensitive****Please Note:**

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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




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

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

For more information:

Visit: [www.revenuesa.sa.gov.au](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: 7006636216</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>  <small>© Registered to BPAY Pty Ltd        ABN 69 079 137 518</small></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>
--	--	---

**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: 2703127

**DATE OF ISSUE**

18/08/2025

CORNERSTONE CONVEYANCING  
4 MANN STREET  
MOUNT BARKER SA 5251

**ENQUIRIES:**

Tel: (08) 8372 7534

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

P L SINCLAIR

**FINANCIAL YEAR**

2025-2026

**PROPERTY DESCRIPTION**

46 COLLEGE ST / PORT ADELAIDE SA 5015 / LT 32 D128033

**ASSESSMENT NUMBER**

0401001549

**TITLE REF.**

(A "+" indicates multiple titles)

CT 6259/716

**TAXABLE SITE VALUE**

\$110,000.00

**AREA**

0.0064 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****16/11/2025****Government of  
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

**RevenueSA**

DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

**CERTIFICATE OF LAND TAX PAYABLE****PAYMENT REMITTANCE ADVICE****No payment is required on this Certificate**



**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**

 <p><b>Billers Code: 456293</b> <b>Ref: 7006636125</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>  <small>© Registered to BPAY Pty Ltd        ABN 69 079 137 518</small></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>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></p>
--	--	--

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



Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
04 01001 54 9	CT6259716	18/8/2025	1597	2703127

CORNERSTONE CONVEYANCING SA  
LEVEL 2 / 70 HINDMARSH SQUARE  
ADELAIDE SA 5000  
nicole@cornerstonesa.com.au

Section 7/Elec

## Certificate of Water and Sewer Charges & Encumbrance Information

### Property details:

Customer: P L SINCLAIR  
Location: 46 COLLEGE ST PORT ADELAIDE LT32 D128033  
Description: HG Capital Value: \$ 520 000  
Rating: Residential

### Periodic charges

Raised in current years to 30/6/2025

			\$
	Arrears as at: 30/6/2025	:	0.00
Water main available: 1/10/2021	Water rates	:	0.00
Sewer main available: 1/10/2021	Sewer rates	:	0.00
	Water use	:	0.00
	SA Govt concession	:	0.00
	Recycled Water Use	:	0.00
	Service Rent	:	0.00
	Recycled Service Rent	:	0.00
	Other charges	:	0.00
	Goods and Services Tax	:	0.00
	Amount paid	:	0.00
	Balance outstanding	:	0.00

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

Next quarterly charges: Water supply: 82.30 Sewer: 94.00 Bill: 27/8/2025

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

The last Water Use Year ended on 21/05/2025.

MAINS WATER USE CHARGE of \$27.56 should be added to the Balance Outstanding above.

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:  
P L SINCLAIR

Water & Sewer Account  
Acct. No.: 04 01001 54 9

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

Address:  
46 COLLEGE ST PORT ADELAIDE LT32  
D128033

---

### Payment Options

**EFT**

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	0401001549



Bill code: 8888  
Ref: 0401001549

Telephone and Internet Banking — BPA Y®

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: 0401001549



**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)

E 13758319

Lodged: 05 April 2022 10:46:01 AM

2 OF 3

Form M2

Version 40.3

LANDS TITLES REGISTRATION OFFICE  
SOUTH AUSTRALIA

Registered: 19 April 2022 01:56:28 PM



## ENCUMBRANCE

Responsible Subscriber: COMMONWEALTH BANK OF AUSTRALIA - CBA -  
COMMONWEALTH BANK OF AUSTRALIA (EL - PEXA) (E100232)  
Reference: 32672 - Lot 32 PA

ELN Lodgement Case ID: 431070150  
ELN Workspace ID: 7639825

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

ESTATE AND/OR INTEREST BEING ENCUMBERED

FEE SIMPLE

LAND DESCRIPTION

THE WHOLE OF THE LAND IN CT VOLUME 6259 FOLIO 716

ENCUMBRANCER (Full name and address)

PAULA LOUISE SINCLAIR OF 23B YURUGA AV CARINGBAH SOUTH NSW 2229

ENCUMBRANCEE (Full name, address and mode of holding)

TAMELY PTY. LTD. ACN 127262480 OF L 4 22 GRENFELL ST ADELAIDE SA 5000

THE ENCUMBRANCER ENCUMBERS THE ESTATE AND INTEREST IN THE LAND DESCRIBED FOR THE BENEFIT OF THE ENCUMBRANCEE WITH AN ANNUITY OR RENT CHARGE OF TEN CENTS (\$0.10) IF DEMANDED TO BE PAID TO THE ENCUMBRANCEE ANNUALLY AT THE TIMES AND IN THE MANNER FOLLOWING COMMENCING 30 JUNE 2022 FOR A PERIOD OF 3 YEARS

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

TERMS AND CONDITIONS OF THIS ENCUMBRANCE

(a) Document Reference

(b) Additional terms and conditions

Refer to Covenants

DATED 04 APRIL 2022

## CERTIFICATION

### Encumbrancer

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

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

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

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

Nicole Annica Rajan

Practitioner Certifier

For: CORNERSTONE CONVEYANCING SA

On behalf of: PAULA LOUISE SINCLAIR

---

### Encumbrancee

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

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

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

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

Laura Jane Smith

Practitioner Certifier

For: PROSPECT CONVEYANCING

On behalf of: TAMELY PTY. LTD.

---

This is a representation of an instrument that was electronically lodged

**IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE** as follows:

Refer to pages 2 to 11

---

## COVENANTS

---

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:

1. **Definitions and interpretation**

1.1 **Definitions**

In this Encumbrance:

**Builder** means that builder approved by the Encumbrancee in its absolute discretion, being the builder who will undertake the building of a residential dwelling on the Land;

**Contract of Sale** means the contract for the sale and purchase of the Land entered into between the Encumbrancer as purchaser and the Encumbrancee as Vendor;

**Council** means the local government body for the area in which the land is situated;

**Dispose** means assign, transfer, otherwise dispose of or grant or permit or suffer the grant of any legal or equitable interest (either in whole or in part) whether by sale, lease, declaration or creation of a trust or otherwise;

**Encumbrancee** means the party described as such on page 1 of this Encumbrance and includes its successors, permitted assigns;

**Encumbrancer** means the party described as such on page 1 of this Encumbrance and includes its successors in title, permitted assigns and any other person claiming under it as Encumbrancer of the whole or any part of the Land;

**Land** means the land described on page 1 of this Encumbrance;

**Rent Charge** means the rent charge described on page 1 of this Encumbrance; and

**Site** means that land previously comprised in Certificates of Title Volume 6242 Folio 830 and Volume 6215 Folio 252.

1.2 **Interpretation**

In this Encumbrance, unless it is stated to the contrary:

- (a) the singular includes the plural and conversely;
- (b) a gender includes all genders;
- (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them;
- (e) a reference to a clause is a reference to a clause of this Encumbrance;
- (f) a reference to an agreement or document (including this Encumbrance) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this Encumbrance or that other agreement or document;
- (g) a reference to **writing** includes any method of representing or reproducing words, figures, drawings, or symbols in a visible form but excludes any communication using electronic mail;



- (h) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;
- (i) a reference to conduct includes, an omission, statement or undertaking, whether or not in writing;
- (j) a reference to an **agreement** includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing;
- (k) a reference to a document includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind;
- (l) a reference to **dollars** and **\$** is to Australian currency;
- (m) a reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally;
- (n) the meaning of general words is not limited by specific examples introduced by **including**, or **for example**, or similar expressions;
- (o) references to **agree**, **approve** or **consent** are references to agreement, approval or consent (as the case may be) in writing; and
- (p) nothing in this Encumbrance is to be interpreted against a party solely on the ground that the party put forward this Encumbrance or any part of it.

### 1.3 **Headings**

Headings do not affect the interpretation of this Encumbrance.

### 1.4 **Schedules and annexures**

Schedules and annexures form part of this Encumbrance.

## 2. **RENT CHARGE**

### 2.1 **Payment of Rent Charge**

Subject to clause 2.2, the Encumbrancer must pay the Rent Charge to the Encumbrancee:

- (a) during the term of this Encumbrance; and
- (b) on 30 June immediately succeeding the grant of this Encumbrance and on each succeeding 30 June.

### 2.2 **Rent Charge not payable unless demanded**

- (a) The Encumbrancer must only pay the Rent Charge to the Encumbrancee if payment is demanded by it.
- (b) The Encumbrancee may not demand payment of the Rent Charge so long as the Encumbrancer duly observes all the covenants in this Encumbrance.

### 2.3 **Encumbrancee's right to injunctive relief and damages**

The provisions of this clause 2 do not in any way affect or prejudice the rights of the Encumbrancee to:

- (a) an injunction preventing or restraining any breach of the covenants in this Encumbrance; or
- (b) damages for any such breach.

## 3. **PERMITTED USE**

### 3.1 **Purpose**

Subject to clause 3.2, the Encumbrancer:

- (a) must ensure that the Land is not used for any purpose other than residential purposes; and

- (b) must not transfer or agree to transfer title to the Land if the Encumbrancer has commenced any building works on the land which do not comply with this Encumbrance and or which have not been approved by the Encumbrancee in any respect (which approval may be withheld in its absolute discretion).

### 3.2 Exceptions

The provisions of clause 3.1(a) do not apply where the Encumbrancee has given approval to the Encumbrancer to use the Land for a purpose other than as specified above.

## 4. NO TRANSFER OF LAND

- 4.1 If any building works on the Land, which have been approved by the Encumbrancee but have not yet been completed, and the Encumbrancer wishes to transfer title to the Land to a third party then the Encumbrancer must first procure the prior written consent of the Encumbrancee to that transfer and the grant by that person of an encumbrance which is:

- (a) **Form**  
in the same form as this Encumbrance;
- (b) **Effect**  
to the same effect as this Encumbrance;
- (c) **Binds**  
which binds that person;
- (d) **Benefit**  
is for the benefit of the Encumbrancee; and
- (e) **Registration**  
which is registered on the certificate of title of the land immediately after the discharge of this Encumbrance;

- 4.2 The Encumbrancee acknowledges and agrees that this clause 4 **will not apply in the event the Land is sold** after the first date of registration of this Encumbrance against the Land (whether or not the Encumbrancer was the first purchaser of the Land from the Encumbrancee) **by a mortgagee exercising its power of sale** under the *Real Property Act 1886*.

## 5. THIRD PARTY SALE FOLLOWING COMPLETION OF WORKS

If the Encumbrancer intends to sell its right title and interest in the Land (or any part thereof) to a third party after the completion of any residential building works have been completed on the Land in accordance with this Encumbrance (as determined by the Encumbrancee in its absolute discretion), then this Encumbrance will, at the request of the Encumbrancer, be removed by the Encumbrancee. However the Encumbrancee may remove this Encumbrance from the certificate of title to the Land for any other reason whatsoever in the Encumbrancee's absolute discretion.

## 6. RESTRICTIONS ON WORKS

- 6.1 **No works unless in accordance with the Encumbrancee's approval**

The Encumbrancer must not without the prior written approval of the Encumbrancee obtained in accordance with clause 6.2 below, carry out any works on the Land other than in accordance with the plans and specifications approved by the Encumbrancee, and undertaken by the Encumbrancee's approved Builder.

## 6.2 **No building without Encumbrancees' approval**

- (a) Other than those works undertaken in accordance with the plans and specifications approved by the Encumbrancee, and undertaken by the Encumbrancee's approved Builder, the Encumbrancer must not do (or cause, suffer or permit to be done) any of the following on the land except in strict accordance with plans and specifications that have received the prior written approval of the Encumbrancee (which approval may be withheld in the Encumbrancee's absolute discretion):-
  - (i) erect a building or structure;
  - (ii) carry out any siteworks;
  - (iii) erect a fence or wall;
  - (iv) erect any external sign, hoarding, tank, mast, pole, television antenna, satellite dish or radio aerial either freestanding or fixed to any other building or structure;
  - (v) erect or place any external floodlights or spotlights;
  - (vi) construct or create a parking area or otherwise set aside any area for the parking of vehicles; or
  - (vii) carry out any landscaping or planting.
- (b) In order to provide its written approval pursuant to clause 6.2(a), the Encumbrancee may require the Encumbrancer to submit a development proposal for the Land and may require that development proposal to include:
  - (i) detailed drawings of any proposed dwelling, building, improvement or structure showing the external appearance, façade, style and character;
  - (ii) details of the external materials and finishes to be used on any proposed dwelling, building, improvement or structure;
  - (iii) a building plan drawn to scale which shows northern, eastern, southern and western elevations of any proposed dwelling;
  - (iv) a site plan (being a birds-eye view of the Land) drawn to scale which shows the location of any dwelling (and/or building, improvement or structure) the Encumbrancer intends to construct on the Land;
  - (v) a plan of the proposed storm water drainage system;
  - (vi) a plan of any proposed earthworks or grading; and
  - (vii) a detailed landscaping plan.
- (c) Any approval of the Encumbrancee obtained pursuant to clause 6.2(a) of this Encumbrance shall, unless extended by the Encumbrancee, lapse upon the expiration of a period of one (1) year commencing on the date of the approval in writing if the works to which the approval relates are not in the opinion of the Encumbrancee substantially commenced within that period.

6.3 **No Land Division without Encumbrancee's Approval**

The Land shall not be subdivided unless the Encumbrancer first obtains the Encumbrancee's approval which may be withheld in its absolute discretion.

6.4 **Planning and Zoning Laws**

- (a) The Land must not be used or developed except in accordance with:
  - (i) any laws relating to planning or zoning from time to time in force; and
  - (ii) the conditions of any relevant consent or approval given by any Council or other relevant planning authority.
- (b) Any approval granted by the Encumbrancee in accordance with this instrument does not constitute an agreement or representation as to adequacy, suitability or fitness of the proposal, plans or specifications so approved, nor that the Council or other relevant planning authority will grant its approval. The Encumbrancer acknowledges that it will not place any reliance on the Encumbrancee's approval, whether for the purposes of planning or zoning laws or otherwise.

7. **FENCES**

The Encumbrancer agrees, notwithstanding the provisions of the Fences Act 1975 (as amended) that for so long as the Encumbrancee remains the Encumbrancer of any land adjoining the Land then the Encumbrancer will not require the Encumbrancee to construct or erect any fence on such adjoining boundary or boundaries and that the Encumbrancee will not be required to contribute towards the cost of any such fence.

8. **NOT USED**

9. **CONSEQUENCES OF BREACH**

9.1 **Transfer of Land in certain circumstances**

The Encumbrancer must at the written request of the Encumbrancee transfer to the Encumbrancee or its nominee an estate in fee simple in the Land subject only to this Encumbrance if any of the following events occur:

- (a) the Encumbrancer breaches clause 3, 4.1, 4.2, 6.1, 6.2(a) or 6.3 and the Encumbrancee requests the transfer of the Land to the Encumbrancee within 6 months of when the Encumbrancee first becomes aware of the breach; or
- (b) the Encumbrancer breaches clause 6.4 and fails to remedy such breach within the earlier of:
  - (i) a reasonable period of time (as specified by the Encumbrancee) to allow the Encumbrancer to remedy such breach; or
  - (ii) one calendar month,after the date on which the Encumbrancee serves a written notice on the Encumbrancer requiring the breach to be remedied.

9.2 **Manner of Transfer**

The terms and conditions upon which the Land will be transferred pursuant to clause 9.1 shall be those contained in the contract for sale and purchase of land recommended for use by the Law

Society of South Australia at the time the Encumbrancee requests the transfer of an estate in fee simple in the Land except that:

- (a) Subject to clause 9.3, the purchase price shall be the amount equal to “A” in the following formula:

$$\text{\$A} = [\text{B} - \text{C}] \times 0.95$$

Where:

**A** is the price to be paid to the Encumbrancer pursuant to this clause;

**B** is the consideration expressed in the Memorandum of Transfer of the Land from the Encumbrancee to the Encumbrancer; and

**C** is the total costs, stamp duty and registration fees payable by the Encumbrancer to take a transfer of the Land.

- (b) no deposit shall be payable;
- (c) the date settlement is to be completed shall be 30 days after the date on which the Encumbrancer receives the Encumbrancee’s written request pursuant to clause 9.1 or, if that date is not a business day, shall be the next business day;
- (d) the transfer shall be subject only to this Encumbrance and the Encumbrancee shall be entitled to deduct from the purchase price any amounts which may be required to discharge any mortgage, charge, lien or other interest over the Land; and
- (e) all costs associated with the transfer of the Land (including the Encumbrancee’s legal costs) shall be borne by the Encumbrancer.

### 9.3 **Consideration on Transfer Where Improvements to the Land Have Been Made**

- (a) If at the time of the Encumbrancee's request pursuant to clause 9.1 the Encumbrancer has substantially commenced the construction of any building or structure upon the Land the price payable by the Encumbrancee under clause 9.2(a) shall be the amount equal to “A” in the following formula:

$$\text{\$A} = [\text{D} - \text{E}] \times 0.95$$

Where:

**A** is the price to be paid to the Encumbrancer pursuant to this clause;

**D** is the fair market value of the Land at the time the Encumbrancer requests the transfer of the Land in accordance with clause 9.1, taking into account the factors detailed in clause 9.3(b) and (c) below; and

**E** is the total costs, stamp duty and registration fees payable by the Encumbrancer to take a transfer of the Land

- (b) The fair market value of the Land having regard to any such building or structure completed in whole or in part on the Land will be determined by a licensed land valuer who:
- (i) is registered to practice in South Australia;
  - (ii) has no less than 5 years relevant experience immediately prior to the appointment, appointed at the request of the Encumbrancee by the person for the time being holding or acting in the office of President of the Australian Institute of Valuers and Land Economists (SA Division) Inc.; and

- (iii) takes into account:
    - (A) the extent of the construction work undertaken in the relevant land as at the date of the notice issued by the Encumbrancee in accordance with clause 9.1 (but disregarding any builders' plant and equipment, office and site sheds and any materials which are on the relevant Allotment but not then fixed); and
    - (B) the Completion Costs in respect of the uncompleted portion of the construction works.
- (c) The following provisions apply to the determination of the fair market value of the Land by the appointed valuer:
  - (i) the appointed valuer must seek, accept and give due consideration to written submissions from or on behalf of the Encumbrancee or Encumbrancer;
  - (ii) the appointed valuer must determine the fair market value of the Land as at the date on which the Encumbrancee requested the transfer of the Land pursuant to clause 9.1, having regard to the cost to complete any additional or required works which are required by the Encumbrancee (including associated costs) in order for the works to comply with any approvals of the Encumbrancee, taking into account the factors in clause 9.3(b)(iii);
  - (iii) each party will bear its own costs and expenses in relation to the appointed valuer's determination;
  - (iv) the Encumbrancer must pay the appointed valuer's fees and expenses and costs of determination;
  - (v) the appointed valuer must provide the determination to the parties in writing, with reasons for the determination, within 30 days of appointment;
  - (vi) the appointed valuer is an expert and not an arbitrator;
  - (vii) the provisions of the *Commercial Arbitration Act 1986* (SA) do not apply to the appointed valuer's determination; and
  - (viii) the determination of the appointed valuer is final and binding on the parties.
- (d) For the purpose of clause 9.3(b) "Completion Costs" means all of the costs and expenses required to be incurred to complete the construction works commenced by the Builder to the standard and specifications required by the relevant approvals, as determined by a quantity surveyor, in respect of which:
  - (i) the appointed quantity surveyor is an expert and not an arbitrator;
  - (ii) the appointed quantity surveyor must seek, accept and give due consideration to written submissions from or on behalf of the Encumbrancee or Encumbrancer;
  - (iii) the appointed quantity surveyor must determine the Completion Costs as at the date on which the Encumbrancee requested the transfer in accordance with clause 9.1;
  - (iv) the Encumbrancer will pay the appointed quantity surveyor's fees and expenses and costs of determination;
  - (v) the appointed quantity surveyor must provide the determination to the parties in writing, with reasons for the determination, within 30 days of appointment;
  - (vi) the provisions of the *Commercial Arbitration Act 1986* (SA) do not apply to the appointed quantity surveyor's determination; and
  - (vii) the determination of the appointed quantity surveyor is final and binding on the parties.

#### 9.4 **NO APPLICATION OF REPURCHASE AS AGAINST A BANK**

The Encumbrancee acknowledges and agrees that **clause 9.1 will not apply** in the event a sale of the Allotment is the sale **by a mortgagee exercising its power of sale** under the *Real Property Act 1886*.

### 10. **WAIVER AND RELEASE**

#### 10.1 **Encumbrancee may waive any covenant relating to the Land**

The Encumbrancee may from time to time in its absolute discretion lessen waive or release any of the covenants and other stipulations contained or implied in this Encumbrance.

#### 10.2 **Encumbrancee may waive any covenant relating to other land within the Site**

(a) The Encumbrancee may from time to time in its absolute discretion lessen, waive or release any of the covenants and other stipulations expressed or implied in any Memorandum of Encumbrance or other instrument whatever relating to any other land in the Site and whether it was entered into or imposed before, at the same time as or after the date of this Encumbrance.

(b) No such lessening, waiver or release releases the Encumbrancer or its successors in title from the covenants and other stipulations contained and implied in this Encumbrance.

### 11. **RELEASE ON TRANSFER**

Subject to clause 5, the Encumbrancer and its successors in title shall be successively released and discharged from the payment of the Rent Charge and from the observance of the covenants and other stipulations contained and implied in this Encumbrance upon ceasing to be registered as the proprietor of the Land to the intent that the Rent Charge and covenants and other stipulations will be binding only upon the registered proprietor for the time being of the Land.

### 12. **MORTGAGEE'S RIGHTS AND OBLIGATIONS**

#### 12.1 **Exercise of power of sale**

If the Encumbrancer is in default under the terms of any mortgage granted over the Land and registered under the Real Property Act nothing in this Encumbrance is to be construed as in any way affecting the rights of the mortgagee to exercise its power of sale contained in that mortgage if the mortgagee in the exercise of its power of sale gives the first option to purchase the Land to the Encumbrancee or its nominee for the price set out in clause 9.2 or 9.3 as the case may be.

#### 12.2 **Price of Land**

Subject to the mortgagee's obligations both at law and in equity in exercising its power of sale, the price for which the Land is offered by the mortgagee to the Encumbrancee will not exceed the consideration payable by the Encumbrancee to the Encumbrancer in the event of the Encumbrancee repurchasing the Land pursuant to clause 9 of this Encumbrance.

#### 12.3 **Mortgagee's rights otherwise preserved**

Apart from clauses 12.1 and 12.2, nothing in this Encumbrance shall be construed as in any way affecting the rights of a mortgagee of the land to exercise the power of sale contained in the mortgage.

### 13. **ENCUMBRANCEE'S CONSENT**

Where the consent approval or agreement of the Encumbrancee is referred to under this Encumbrance:

- 13.1 such consent approval or agreement may be given or refused in the absolute discretion of the Encumbrancee (unless it is otherwise stated in this Encumbrance);

- 13.2 the Encumbrancee may attach such conditions to any such consent approval or agreement as it deems fit; and
- 13.3 no such consent approval or agreement shall be deemed to have been given unless it is provided in writing by or on behalf of the Encumbrancee.

#### 14. **NOTICE**

##### 14.1 **Form and execution**

Any notice, request or demand under this Encumbrance must be:

- (a) in writing; and
- (b) signed by the Encumbrancee or by a Director or Secretary for the time being of the Encumbrancee or by the Solicitors for the Encumbrancee.

##### 14.2 **Service**

Any notice, request or demand may be served upon the Encumbrancer either:

- (a) personally;
- (b) by being left for the Encumbrancer on the Land;
- (c) by being affixed to some part or parts of the Land; or
- (d) by being sent by prepaid post under cover addressed to the Encumbrancer at the last known place of business or abode in South Australia of the Encumbrancer.

##### 14.3 **When effective**

Any notice, request or demand takes effect and is in force from the next day after the day on which it is served, left or posted whether or not the notice, request or demand comes to the hands or knowledge of the Encumbrancer.

##### 14.4 **Content**

- (a) It is not necessary in any demand or notice on the Encumbrancer to specify any amount but the demand or notice will be sufficient if it requires payment of the monies secured by this Encumbrance without specifying the amount.
- (b) Any notice as to default under this Encumbrance may be a general notice that default has been made without specifying the nature of the default.

##### 14.5 **Other ways**

The provisions of this clause 11 are in addition to any other ways in which the Encumbrancee may be entitled to give the Encumbrancer any notice, request or demand in relation to this Encumbrance.

#### 15. **COSTS AND EXPENSES OF AND INCIDENTAL TO ENCUMBRANCE AND DEFAULT**

The Encumbrancer shall pay to the Encumbrancee upon demand all costs, expenses, charges and outgoings whatsoever (including legal costs) which the Encumbrancee may pay sustain or incur in consequence of or in relation to or of and incidental to:

- 15.1 the preparation and engrossment of this Encumbrance and all of the costs associated with the stamping and registration of this Encumbrance and any discharge thereof (including all stamp duty registration fees);
- 15.2 any breach or default which may be made in the due observance or performance of any covenant term condition or agreement expressed or implied in this Encumbrance; and
- 15.3 the exercise or enforcement of or the attempted or purported exercise or enforcement of any proceeding or any endeavour to exercise or enforce any of the powers rights remedies or



discretions of the Encumbrancee under and by virtue of this Encumbrance or pursuant to the powers rights remedies or discretions vested in the Encumbrancee by statute law or equity.

**16. TIME OF ESSENCE**

Time is of the essence insofar as it relates to covenants obligations or agreements of the Encumbrancer.

**17. ILLEGALITY**

17.1 If any provision (or part of a provision) of this Encumbrance is or becomes illegal or invalid then:

(a) such illegality or invalidity shall not affect any other provision of this Encumbrance or any other part of such provision which is not invalid; and

(b) such provision or part thereof shall be severed from this Encumbrance.

17.2 To the extent that the exercise of any right power privilege or remedy conferred on the Encumbrancee is only capable of being exercised upon compliance with the provisions of any statute affecting the same then such right power privilege or remedy may only be exercised only after due compliance with any such provision and this Encumbrance shall be read and construed accordingly.

17.3 No provision of this Encumbrance shall be construed so as to negative or limit in any respect any power conferred on the Encumbrancee by any statutory enactment whether in force at the date of this Encumbrance or not.

**18. SUNSET CLAUSE**

18.1 The rights and obligations of the Encumbrancee will cease upon the earlier of the following:

- (a) the last dwelling on the Site achieving practical completion; or
- (b) the expiry of two (2) years after the registration of this Encumbrance.

**19. REMEDIES**

The Encumbrancee is entitled to all the powers rights and remedies given to encumbrancees by the Real Property Act 1886.

**Environment Protection Authority**

GPO Box 2607 Adelaide SA 5001

211 Victoria Square Adelaide SA 5000

T (08) 8204 2004

Country areas 1800 623 445

Receipt No : 0002703127  
Admin No : 112510 (94356)

CORNERSTONE CONVEYANCING SA  
PO BOX 1101  
MOUNT BARKER SA 5251

Contact: Section 7  
Telephone: (08) 8204 2026  
Email: epasection7@sa.gov.au

Contact: Public Register  
Telephone: (08) 8204 9128  
Email: epa.publicregister@sa.gov.au

25 August, 2025

**EPA STATEMENT TO FORM 1 - CONTRACTS FOR SALE OF LAND OR BUSINESS**

The EPA provides this statement to assist the vendor meet its obligations under section 7(1)(b) of the *Land and Business (Sale and Conveyancing) Act 1994*. A response to the questions prescribed in Schedule 1-Contracts for sale of land or business-forms (Divisions 1 and 2) of the *Land and Business (Sale and Conveyancing) Act 1994* is provided in relation to the land.

I refer to your enquiry concerning the parcel of land comprised in

Title Reference CT Volume 6259 Folio 716  
Address 46 College Street, PORT ADELAIDE SA 5015

**Schedule – Division 1 – *Land and Business (Sale and Conveyancing) Regulations 2010*****PARTICULARS OF MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES AFFECTING THE LAND****8. *Environment Protection Act 1993***

Does the EPA hold any of the following details relating to the *Environment Protection Act 1993*:

8.1	Section 59 - Environment performance agreement that is registered in relation to the land.	NO
8.2	Section 93 - Environment protection order that is registered in relation to the land.	NO
8.3	Section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land.	NO
8.4	Section 99 - Clean-up order that is registered in relation to the land.	NO
8.5	Section 100 - Clean-up authorisation that is registered in relation to the land.	NO
8.6	Section 103H - Site contamination assessment order that is registered in relation to the land.	NO
8.7	Section 103J - Site remediation order that is registered in relation to the land.	NO

8.8	Section 103N - Notice of declaration of special management area in relation to the land (due to possible existence of site contamination).	NO
8.9	Section 103P - Notation of site contamination audit report in relation to the land.	NO
8.10	Section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land.	NO

## **Schedule – Division 2 – *Land and Business (Sale and Conveyancing) Regulations 2010***

### **PARTICULARS RELATING TO ENVIRONMENT PROTECTION**

#### ***3-Licences and exemptions recorded by EPA in public register***

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

a)	details of a current licence issued under Part 6 of the <i>Environment Protection Act 1993</i> to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?	NO
b)	details of a licence no longer in force issued under Part 6 of the <i>Environment Protection Act 1993</i> to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?	NO
c)	details of a current exemption issued under Part 6 of the <i>Environment Protection Act 1993</i> from the application of a specified provision of that Act in relation to an activity carried on at the land?	NO
d)	details of an exemption no longer in force issued under Part 6 of the <i>Environment Protection Act 1993</i> from the application of a specified provision of that Act in relation to an activity carried on at the land?	NO
e)	details of a licence issued under the repealed <i>South Australian Waste Management Commission Act 1979</i> to operate a waste depot at the land?	NO
f)	details of a licence issued under the repealed <i>Waste Management Act 1987</i> to operate a waste depot at the land?	NO
g)	details of a licence issued under the repealed <i>South Australian Waste Management Commission Act 1979</i> to produce waste of a prescribed kind (within the meaning of that Act) at the land?	NO
h)	details of a licence issued under the repealed <i>Waste Management Act 1987</i> to produce prescribed waste (within the meaning of that Act) at the land?	NO

#### ***4-Pollution and site contamination on the land - details recorded by the EPA in public register***

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

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

- |    |  |     |
|----|--|-----|
| b) | details of site contamination notified to the EPA under section 83A of the <i>Environment Protection Act 1993</i> ?  | NO  |
| c) | a copy of a report of an environmental assessment (whether prepared by the EPA or some other person or body and whether or not required under legislation) that forms part of the information required to be recorded in the public register?                          | YES |
| d) | a copy of a site contamination audit report?   | YES |
| e) | details of an agreement for the exclusion or limitation of liability for site contamination to which section 103E of the <i>Environment Protection Act 1993</i> applies?   | NO  |
| f) | details of an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the <i>Environment Protection Act 1993</i> ?  | NO  |
| g) | details of an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the <i>Environment Protection Act 1993</i> ?   | NO  |
| h) | details of a notification under section 103Z(1) of the <i>Environment Protection Act 1993</i> relating to the commencement of a site contamination audit?  | YES |
| i) | details of a notification under section 103Z(2) of the <i>Environment Protection Act 1993</i> relating to the termination before completion of a site contamination audit?   | NO  |
| j) | details of records, held by the former <i>South Australian Waste Management Commission</i> under the repealed <i>Waste Management Act 1987</i> , of waste (within the meaning of that Act) having been deposited on the land between 1 January 1983 and 30 April 1995? | NO  |

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

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

- |    |  |    |
|----|--|----|
| a) | a copy of a report known as a "Health Commission Report" prepared by or on behalf of the <i>South Australian Health Commission</i> (under the repealed <i>South Australian Health Commission Act 1976</i> )?   | NO |
| b) | details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the <i>Environment Protection Act 1993</i> ? | NO |
| c) | details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the <i>Environment Protection Act 1993</i> ?              | NO |
| d) | a copy of a pre-1 July 2009 site audit report?   | NO |
| e) | details relating to the termination before completion of a pre-1 July 2009 site audit?   | NO |

Records identified in this EPA Statement to Form 1: **SC61992**

**The above records have been identified with a YES response in this EPA Statement to Form 1 and can be obtained by contacting the Public Register on (08) 8204 9128 or email [epa.publicregister@sa.gov.au](mailto:epa.publicregister@sa.gov.au)**

All care and diligence has been taken to access the above information from available records. Historical records provided to the EPA concerning matters arising prior to 1 May 1995 are limited and may not be accurate or complete.



Adelaide Property Brokers

Adelaide Property Brokers Pty Ltd T/A Adelaide Property Brokers  
140 Findon Road Woodville West SA 5011  
Tel: 08 8243 2555 Agent No: 275183  
Email: raquel@adelaidepropertybrokers.com.au



Member of SAA

SAPM003 © reaforms Pty Ltd

## RESIDENTIAL TENANCY AGREEMENT

### FIXED TERM OR PERIODIC

**This is a Residential Tenancy Agreement and the parties to this Agreement should consider obtaining legal advice about their rights and obligations under this Agreement.**

The Landlord agrees to let and the Tenant agrees to rent from the Landlord the Premises detailed below on the terms set out in this Agreement.

#### LANDLORD

Name Paula Sinclair  
Address 23B Yuruga Ave Caringbah South NSW 2229

#### AGENT

Name Adelaide Property Brokers Pty Ltd  
Address 140 Findon Road Woodville West SA 5011  
Mobile  Phone 08 8243 2555 ABN 70 611 224 438  
Email adelaidepropertybrokers@adelaidepropertybrokers.com.au RLA 275183

#### TENANT/S

The Tenant/s consent to the below email being used for the purposes of service under the Act.

Tenant 1 Jeroen Brandt Date of Birth   
Email jeroenbrandt81@gmail.com Phone 0406 639 127  
Tenant 2 Leri Salve Lapore Date of Birth   
Email lsapore@gmail.com Phone 0406 521 438

#### PREMISES

46 College Street, Port Adelaide SA 5015

#### Reservation of any part of the Premises

Detail of that part of the Premises or property excluded by this Agreement and/or reserved for the Landlord's own use.

Not Applicable

#### RENT

\$540.00 per week FIVE HUNDRED AND FORTY DOLLARS  
(in words)

#### Rent payable in instalments

1<sup>st</sup> instalment: \$1,080.00 due on 16/12/2024 (date)  
2<sup>nd</sup> instalment: \$1,080.00 due on 30/12/2024 (date)  
Thereafter \$1,080.00 every ☐ week ☒ fortnight ☐ four weeks ☐ monthly

#### Payment method

☐ Internet Transfer ☐ Direct Debit ☐ Rent Card ☒ Other BPay

#### Manner of Payment of Rent

BPAY® Biller Code: 277426  
Ref: 691113

<b>FIXED TERM TENANCY</b>	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
---------------------------	-----------------------------	---

From 16/12/2024 To 15/01/2026

**Note:** If the period is less than 90 days prepare a Notice (Form 1) and attach

OR

<b>PERIODIC TENANCY</b>	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes
-------------------------	--	------------------------------

From \_\_\_\_\_ Until terminated in accordance with this Agreement

<b>RENT INCREASE PROVISIONS</b>
---------------------------------

The parties agree to increase the rent on the following basis and times

☐ the rent will increase to \$ \_\_\_\_\_ per \_\_\_\_\_ on \_\_\_\_\_ (date)

☐ the rent increase will be calculated by the following method and on the following dates:

In any event and/or if no set rent increases are detailed above the parties agree that the Landlord may increase the rent in accordance with section 55 of the Act by giving notice prior in accordance with and complying with section 55(2) (c) and section 55(2b) of the Act and as may be detailed in this Agreement.

**Note:** If the tenancy changes from a fixed term to a periodic tenancy, the rent cannot be increased within 12 months after the start of the original agreement or the last increase.

<b>BOND</b>
-------------

\$2,160.00 Max is 4 weeks' rent if rent is \$800p/w or less, OR 6 weeks' rent if rent is more than \$800p/w.

<b>WATER CONSUMPTION</b>
--------------------------

The Tenants are to pay water charges and allowances as detailed and as allowed under the Act.

☒ All quarterly supply charges & all water usage or group shared invoiced services (Community Title/Strata)

☒ All water usage

☐ All water usage over & above \_\_\_\_\_ annual allowances

☐ No charge for water

☐ Other \_\_\_\_\_

If the consumption of water at the Premises is separately metered, the Landlord may require the Tenant to reimburse the Landlord for rates and charges for water consumption that are based on the amount of water used at the Premises pursuant to this Agreement.

If the Property is not individually metered for a service, the Tenant will pay an apportionment of the cost of the service as set out below, where any services are in the name of Landlord in accordance with the Act.

Service	Apportionment
_____	_____
_____	_____

<b>INSURANCE</b>
------------------

☒ **Landlord** has responsibility for insurance of the building and premises and any contents owned by the Landlord.

☒ **Tenant** has responsibility for insurance of contents of the premises (for property the tenant has possession of).

**PROSPECTIVE SALE**

☒ **No**

☐ **Yes**

The Landlord has a present intention to sell the Property. **If YES**, give details.

---

---

---

**PETS**

☒ **No**

☐ **Yes – Refer to Pet Agreement (Stand Alone)**

☐ **As per below**

**DOMESTIC APPLIANCES & INFORMATION**

Information for appliances and devices will be reasonably given (and can be in writing or verbally) and may be provided via email by the Agent.

**Facility**

**Model/Name (if applicable)**

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

**SPECIAL CONDITIONS**

Special Conditions relating to the Tenancy

Change of tenant fee equivalent to 1 weeks rent. The tenant that wishes to vacate the premises will be required to pay a change of tenant fee of 1 weeks rent prior to the change of tenancy being finalised.

---

---

---

---

---

---



## GENERAL CONDITIONS

### 1. Application of Act and Regulations

The provisions of the *Residential Tenancies Act 1995* (the '**Act**') and the *Residential Tenancies Regulations 2010* (the '**Regulations**') as amended from time to time apply to this Agreement and wherever there be any inconsistency or conflict between the terms of this Agreement and the Act or Regulations then the Act or Regulations will prevail and the terms and conditions in this Agreement will be read down but so as to preserve as far as possible the clauses or provisions of this Agreement.

### 2. Manner of Payment of Rent

The Tenant will pay rent to the Landlord for the Premises at the rate and in the manner and place specified in this Agreement without setoff or abatement.

### 3. Rates Taxes and Charges

The Landlord will bear all statutory rates taxes and charges imposed in respect of the Premises. The Tenant is to pay water rates as set out in this Agreement and in accordance with the Act and Regulations.

### 4. Rent Review

The rent will be reviewed and may be increased by written notice in accordance with section 55 of the Act. The Landlord can increase the rent at least 12 months after the date on which this Agreement was entered into or if there has been a previous increase of rent, the last increase in accordance with section 55(2b) of the Act.

### 5. Subletting and Assignment

The Tenant cannot sublet the Premises or assign their interest under this Agreement without the prior written consent of the Landlord which consent will not be unreasonably withheld.

### 6. Re-letting

If the Tenant breaches this Agreement during the term and the Landlord re-lets the Premises, the Tenant will pay the Landlord's reasonable re-letting costs including advertising out of pocket expenses and legal fees together with the rent in accordance with the Act. The Landlord or its Manager may charge for processing an application for consent to sublet or re-let the property.

### 7. Tenant's Obligations

#### The Tenant must:

- 7.1 Pay for all services to the Premises which may include but not limited to gas, oil, electricity, water consumption, telephone, internet (including NBN) and any other amounts recoverable at law.
- 7.2 Keep the Premises clean and secure and notify the Landlord of any damage to the property and report immediately to the Landlord any breakdown or fault in equipment, water, electrical or other essential services to the property.
- 7.3 Keep all drains clear and only use sewers and plumbing in the normal course and use.
- 7.4 Use the Premises only as a place of residence and not for any other purpose without the Landlord's written consent.
- 7.5 Pay for the cost of any repairs to the Premises where damage to the Premises is a result of a breach by the Tenant or their invitees of this Agreement or caused by the wrongful and/or negligent act of the Tenant and/or their invitees.
- 7.6 Maintain the grounds and gardens surrounding the Premises to at least the same standard as presented at the commencement of the term of the tenancy.
- 7.7 Where the Premises comprise a unit under the *Strata Titles Act 1988* or the *Community Titles Act 1996* or are comprised in a form of multiple dwellings the Tenant will comply in all respects with the provisions of the Articles of the Corporation, its by-laws, and any directions of the Corporation or the management of rights of unit or lot holders.
- 7.8 Keep the Premises clear of rubbish and comply with any by-laws concerning rubbish collection.
- 7.9 The Tenant will comply with all reasonable directions of the Landlord in relation to the maintenance, care and use of the Premises.

**The Tenant will not:**

- 7.10 Subject to the provisions of the Act, alter or remove a lock or security device or add a lock or security device without the consent of the Landlord. The Tenant must insure and keep insured all the Tenant's belongings against all risks.
- 7.11 Without the Landlord's written consent, not to be unreasonably withheld in accordance with the Act, make any alteration or addition to the Premises.
- 7.12 Use or cause or permit the Premises to be used for any illegal or unauthorised purpose (e.g. drug related conduct) or cause or permit a nuisance. The Tenant must not cause or permit an interference with the reasonable peace, comfort or privacy of another person who resides in the immediate vicinity of the Premises.
- 7.13 Intentionally or negligently cause or allow damage to the Premises (including placing of nails plugs or screws and/or fixing any adhesives to any part of the Premises whatsoever).
- 7.14 Use any part of the Premises except in connection with the intended purpose of the fixture or fitting.
- 7.15 Interfere with any plant, equipment or machinery on the Premises other than in accordance with consent of the Landlord and the manufacturer's instructions.
- 7.16 Bring any bicycle, motorcycle or electric transport (including e-scooters) into the living areas of the Premises.
- 7.17 Erect or place any sign or notice on or in the Premises.

**If the Premises contains a swimming pool, the Tenant will:**

- 7.18 Maintain the pool in all things at the expense of the Tenant for chemicals, any maintenance and cleaning and labour costs.
- 7.19 Observe all maintenance instructions and regimes and all instructions of the Landlord relating to maintenance.
- 7.20 Not drain the pool or instruct any structural repairs or maintenance without the consent of the Landlord.
- 7.21 Advise the Landlord of any damage to equipment, malfunction of equipment or any deterioration of the pool requiring attention.

**8. Landlord's Obligations**

**The Landlord will:**

- 8.1 Deliver the Premises at the commencement of the term in a reasonable state of cleanliness and comply with minimum housing standards pursuant to the *Housing Improvement Act 2016*.
- 8.2 Provide and maintain the Premises and ancillary property in a reasonable state of repair at the beginning of the tenancy and will keep them in a reasonable state of repair having regard to their age, character and prospective life and abide by all legal requirements regarding the buildings and health and safety in respect of the Premises.
- 8.3 Ensure that the requirements prescribed by the Regulations relating to the energy and water efficiency are complied with in relation to appliances, fittings and fixtures installed or replaced by the Landlord on the Premises on or after 1 July 2024.
- 8.4 Take reasonable steps to provide adequate locks and devices to ensure the Tenant is able to keep the Premises reasonably secure.
- 8.5 Grant the Tenant quiet enjoyment of the Premises during the term and not interfere with the peace, comfort or privacy of the Tenant and will take all reasonable steps to enforce this obligation upon any other tenant of the landlord in occupation of the Premises.

**9. Right of Entry**

**The Landlord may subject to the Act and Regulations enter the Premises in the following circumstances:**

- 9.1 Immediately in an emergency.
- 9.2 To carry out necessary repairs or maintenance at the request of the Tenant, at a reasonable time where the Tenant has been given at least 48 hours notice.
- 9.3 As may be arranged with the Tenant but not more than once each week to collect rent.
- 9.4 To inspect the Premises no more than four times a year at a reasonable hour and notice must be given to the Tenant of no less than seven days and no more than 28 days before the day of entry.
- 9.5 For the purpose of showing the Premises to prospective tenants at a reasonable hour and on a reasonable number of occasions during a period of 28 days prior to the end of the tenancy.
- 9.6 For the purpose of showing prospective purchasers at such reasonable times upon giving reasonable notice to the Tenant.
- 9.7 To determine if a breach has been remedied provided the Landlord has given the Tenant a notice of breach in a form prescribed by the Regulations, no less than seven days and no more than 14 days before the day of entry.
- 9.8 At any time with the consent of the Tenant given immediately before the time of entry.

## **10. Compensation for Damages**

If the Tenant causes damage to the Premises by making an alteration or addition to the Premises or by removing a fixture, the Tenant must notify the Landlord and at the option of the Landlord repair the damage or compensate the Landlord for the costs of repairing the damage. The Tenant will indemnify and keep indemnified the Landlord against all claims whatsoever brought by any party against the Landlord or the occupier of the Premises arising from the Tenants breach of this Agreement and/or any negligence arising from the Tenants use of the Premises.

## **11. Termination by Landlord**

### **Fixed Term**

The Landlord may terminate a fixed term agreement at the end of the fixed term in a form prescribed under the Regulations, specifying a prescribed ground of termination after giving at least 60 days' notice prior to the end of this Agreement, to the Tenant.

The Landlord can terminate this Agreement for breach of the terms of this Agreement in a form prescribed under the Regulations, specifying the breach and requiring remedy of the breach within a specified period (which must be a period of at least seven days) from the date of the notice. The Landlord may terminate this Agreement on the grounds of non payment of rent where rent or any part of the rent has been outstanding for a period of 14 days.

### **Periodic Tenancy**

The Landlord may terminate a periodic tenancy in a form prescribed under the Regulations specifying a prescribed ground of termination.

## **12. Termination by Tenant**

### **Fixed Term**

The Tenant may terminate a fixed term agreement at the end of the fixed term in a form prescribed under the Regulations, without specifying a ground of termination, after giving at least 28 days' notice to the Landlord.

### **Periodic Tenancy**

The Tenant may terminate a periodic tenancy in a form prescribed under the Regulations without specifying a ground of termination, with the hand over date being at least 21 days from the date of the notice, or a period equivalent to a single rental period of the tenancy (whichever is longer).

## **13. Pets**

13.1 The Tenant must not keep a Pet on the Premises without the consent of the Landlord, which must not be unreasonably withheld in accordance with the Act.

13.2 If the Landlord consents to the Tenant keeping a Pet at the Premises the Tenant will be subject to the following terms and conditions:

- (a) Pets must be kept outside at all times unless otherwise agreed in this Agreement.
- (b) This consent is expressly limited to the Pet detailed in this Agreement only and not others or substitute Pets.
- (c) All Pet waste is to be promptly cleaned up and properly disposed of.
- (d) All damage caused by the Pet is to be reported to the Landlord immediately and repaired at the cost of the Tenant.
- (e) The Tenant must ensure that the Pet does not restrict inspections or access for inspections.
- (f) The Tenant must comply with all Regulations in relation to keeping Pets and the Pet must not constitute or cause a nuisance to others or breach any by-laws or rules if in a unit complex.
- (g) No works will be undertaken for fencing and no warranties are given that the fencing or Premises is suitable. The Tenant accepts all liability if the Pet escapes from the Premises causing injury or damage to itself or others.
- (h) The Tenant must have any carpets cleaned to a professional standard at the end of the tenancy.
- (i) The Tenant signing this Agreement warrants that he/she has the authority of all other named Tenant/s to sign this Agreement on their behalf and all are bound by the terms and conditions.

#### 14. Definitions and Interpretation

- 14.1 A **person** will mean and include a corporation.
- 14.2 A reference to the **Landlord** will mean and include the Manager of the Landlord from time to time acting and will include the servant agents and employees of the Landlord and/or the Manager.
- 14.3 **Premises** will mean and include the land together with any chattels included and ancillary property of the Landlord existing at the Premises.
- 14.4 The **Manager** will be the party described in this Agreement being the Agent or other party acting for the Landlord in the management of the Premises.
- 14.5 A reference to an Act of Parliament or to a section of an Act includes any amendment or re-enactment of that Act or section for the time being in force.
- 14.6 Where 2 or more persons are named in this Agreement their liability will be joint and several.

#### 15. GST

Rental will not include GST. The Tenant will pay all GST unless excluded by law. GST will mean any Goods & Services tax imposed to include *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or any amending or replacing Act.

#### 16. Counterparts

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement. Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this Agreement.

## PRIVACY STATEMENT

The Agent uses personal information collected from you to act as the agent and to perform its obligations as agent. The Agent may disclose information to other parties such as its client, to potential purchasers of the property, or to clients of the Agent both existing and potential, as well as to tradespeople, strata corporations, government and statutory bodies and to other parties as required by law. The Agent will only disclose information in this way to other parties as required to perform their duties for the purposes specified above or as otherwise allowed under the *Privacy Act 1988* (Cth). If you would like to access this information you can do so by contacting the Agent at the address and contact numbers in this agreement. You can correct any information if it is inaccurate, incomplete or out-of-date. Real estate and tax law requires some of this information to be collected.

## ACKNOWLEDGEMENT AND CONSENT

The parties acknowledge and consent to each signing this document (and any notices given under this document or legislation) themselves, or by their attorneys and/or representatives, by electronic and/or digital signatures pursuant to the *Electronic Communications Act 2000* (SA) and the *Electronic Transactions Act 1999* (Cth) as applicable, and delivering this document and giving and receiving any communications relating to this document electronically.

## EXECUTION

### TENANT 1

Ondertekend door:

Jeroen Brandt

B3096BD311B6442...

Jeroen Brandt

### DATED

11-dec-2024

### TENANT 2

Signed by:

Leri Salve Lapore

975BD52081C244D...

Leri Salve Lapore

### DATED

11-Dec-2024

### The Tenant(s) acknowledge receipt of

Information Brochure - *Residential Tenancies Act 1995*

Statutory Notice for Short Fixed Term Tenancy (if less than 90 days)

Inspection Report

Manuals and Instructions or internet directions to access

☒ Yes ☐ No

☐ Yes ☐ No

☒ Yes ☐ No

☒ Yes ☐ No

### SIGNED BY OR ON BEHALF OF THE LANDLORD

Signed by:

Emma Boyce

283D7EED88FA468...

### DATE

12-Dec-2024

☐ Landlord

☒ Agent as authorised

### OFFICE USE

Inspection Report sent

☒ Yes

Manuals or instructions (written or oral) for domestic facilities given

☒ Yes

A copy of this Agreement sent

☒ Yes

Security Bond Form

☐ Yes

Information regarding Water Charges

☒ Yes

Agents Tenant Information Annexure

☐ Yes

Keys given

☒ Yes

## *Residential Tenancies Act 1995*

Details pursuant to section 48 of the Act to be supplied at commencement of new tenancy.  
TO BE RETAINED BY THE TENANT

## INFORMATION REGARDING YOUR TENANCY

**TENANT/S**

Tenant 1	<u>Jeroen Brandt</u>	Date of Birth	<u></u>
	Email <u>sedighehsafari57@yahoo.com</u>	Phone	<u>0435 737 913</u>
Tenant 2	<u>Leri Salve Lapore</u>	Date of Birth	<u></u>
	Email <u></u>	Phone	<u></u>

The Tenants consent and will accept all Notices under the Act and other communications from the Agent being sent to their email addresses above.

## PROPERTY

Address	46 College Street, Port Adelaide SA 5015		

# AGENT

Name	Adelaide Property Brokers Pty Ltd trading as Adelaide Property Brokers		
Address	140 Findon Road Woodville West SA 5011		
Mobile	Phone 08 8243 2555	ABN	70 611 224 438
Email	adelaidepropertybrokers@email.propertyme.com		RLA 275183

The Agent will accept service of all Notices by email to this address.

**LANDLORD**

Name	<u>Paula Sinclair</u>
Address	<u>23B Yuruga Ave Caringbah South NSW 2229</u>

If Company (registered address) Not applicable

If Landlord not owner (Owner): Not applicable

**Person with superior title to the landlord:** Name the person who has a right of ownership to the rented property (e.g. if the head tenant has sublet the property, the head tenant would complete the above section of this notice as the landlord and the person who owns the property has superior title to them)

Insert full name	Not applicable
------------------	----------------

Address \_\_\_\_\_

**DETAILS OF EMBEDDED ELECTRICITY NETWORK (if applicable)**

General information about the nature, benefits and potential consequences of participating in an embedded network.

Not applicable

Details of the retailer for the embedded network, including applicable electricity tariffs, the retailer's contact information, ABN and website.

Information about metering arrangements in relation to, and potential costs of, participating in the embedded network.

Cost apportionments per kilowatt hour for any bundled utilities arising from participating in the embedded network.

## RESIDENTIAL TENANCIES ACT 1995

### Section 48—Information to be provided by landlords to tenants

- (1) A landlord must ensure that a tenant is given, before or at the time the landlord and tenant enter into a residential tenancy agreement, a written notice setting out -
  - (a) if an agent is acting for the landlord - the agent's name, telephone number and postal or email address for service of documents; and
  - (b) the landlord's full name and postal or email address for service of documents (which must not be the agent's address for service); and
  - (c) if no agent is acting for the landlord - the landlord's telephone number; and
  - (d) the full name and address of any person with superior title to the landlord; and
  - (e) if the landlord is a company - the address of the registered office of the company; and
  - (ea) if electricity is supplied to the Premises via connection point that is part of an embedded network – the prescribed information relating to the supply of electricity; and
  - (f) any other information required by the Commissioner.  
Maximum penalty: \$20,000.  
Expiation fee: \$1,200.

- (2) A landlord must take reasonable steps to ensure that a tenant is given, before or at the time the tenant commences occupation of the premises under a residential tenancy agreement, manufacturers' manuals, or written or oral instructions, about the operation of any domestic facilities requiring instructions.

#### **Note-**

Domestic facilities requiring instructions should also be listed in the tenancy agreement - see section 69(3a).

- (3) If a person succeeds another as the landlord, the new landlord must, within 14 days, ensure that the tenant is given a written notice setting out -
  - (a) if an agent is acting for the new landlord - the agent's name, telephone number and postal or email address for service of documents; and
  - (b) the new landlord's full name and postal or email address for service of documents (which must not be the agent's address for service); and
  - (c) if no agent is acting for the new landlord - the new landlord's telephone number; and
  - (d) if the new landlord is a company - the address of the registered office of the company; and
  - (e) any other information required by the Commissioner.  
Maximum penalty: \$20,000.  
Expiation fee: \$1,200.
- (4) If a name, postal or email address or telephone number of which the landlord is required to notify the tenant under this section changes, the landlord must, within 14 days of becoming aware of the change, notify the tenant in writing of the change.  
Maximum penalty: \$20,000.  
Expiation fee: \$1,200.
- (5) In this section –  
**embedded network** has the same meaning as in the *National Electricity Rules*.