

FORM 1 - VENDOR'S STATEMENT

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

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Preliminary

To the purchaser:

The purpose of a statement under section 7 of the *Land and Business (Sale and Conveyancing) Act 1994* is to put you on notice of certain particulars concerning the land to be acquired. If you intend to carry out building work on the land, change the use of the land or divide the land, you should make further inquiries to determine whether this will be permitted. For example, building work may not be permitted on land not connected to a sewerage system or common drainage scheme if the land is near a watercourse, dam, bore or the River Murray and Lakes.

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

PART A – PARTIES AND LAND

1. **Purchaser:**

Address:

2. **Purchaser's registered agent:**

Address:

3. **Vendor:**

JENNIFER MAVIS GREENEY

Address:

4 BENHAM STREET ELIZABETH EAST SA 5112

4. **Vendor's registered agent:**

FOX REAL ESTATE (SA) PTY LTD ACN 113 976 024

Address:

192 MELBOURNE STREET NORTH ADELAIDE SA 5006

5. **Date of Contract** (if made before this statement is served):

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

7 PILLIE CRESCENT MAWSON LAKES SA 5095 BEING ALLOTMENT 341 IN DEPOSITED PLAN 65006
 BEING THE WHOLE OF THE LAND IN CERTIFICATE OF TITLE VOLUME 5919 FOLIO 800

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 – Forms 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:

4 BENHAM STREET ELIZABETH EAST SA 5112

(being the vendor's last known address); or

- (c) transmitted by fax or email to the following fax number or email address:

Email: fox@foxrealestate.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:

192 MELBOURNE STREET NORTH ADELAIDE SA 5006

(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; or
- (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, **JENNIFER MAVIS GREENEY**

of **4 BENHAM STREET ELIZABETH EAST SA 5112**

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: _____

Date: _____ Signed: _____

PART D – CERTIFICATE WITH RESPECT TO PRESCRIBED INQUIRIES BY REGISTERED AGENT

(section 9)

To the purchaser:

I, **CHRISTOPHER GILL FOR AND ON BEHALF OF THE FORM 1 COMPANY PTY LTD**

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: 28 / 8 / 2026 Signed: _____

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

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

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

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

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

[If there is more than 1 mortgage, charge or prescribed encumbrance of a kind referred to in column 1, the particulars requested in column 2 must be set out for each such mortgage, charge or prescribed encumbrance.]

[If requested particulars are set out in the item and then continued on an attachment due to insufficient space, identify the attachment in the place provided in column 2. If all of the requested particulars are contained in an attachment (instead of in the item) in accordance with the Note preceding this table, identify the attachment in the place provided in column 2 and (if required by the Note) identify the parts of the attachment that contain the particulars.]

Column 1	Column 2	Column 3
1. General		
1.1 Mortgage of land	Is this item applicable?	☐
<i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Will this be discharged or satisfied prior to or at settlement?	YES / NO
	Are there attachments?	YES / NO
	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	
	Number of mortgage (if registered):	
	Name of mortgagee:	
1.2 Easement (whether over the land or annexed to the land)	Is this item applicable?	☒
Note – "Easement" includes rights of way and party wall rights.	Will this be discharged or satisfied prior to or at settlement?	NO
<i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Are there attachments?	YES
	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	
	PROPERTY INTEREST REPORT	
	Description of land subject to easement:	
	PORTION OF THE LAND IN THE SAID CERTIFICATE OF TITLE	
	Nature of easement:	
	REFER PAGE 12 IN THE PROPERTY INTEREST REPORT FOR DETAILS OF STATUTORY EASEMENTS	
	Are you aware of any encroachment on the easement?	
	NO	
	(If YES , give details):	
	If there is an encroachment, has approval for the encroachment been given?	
	(If YES , give details):	
1.3 Restrictive covenant	Is this item applicable?	☒
<i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Will this be discharged or satisfied prior to or at settlement?	NO
	Are there attachments?	YES
	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	
	CERTIFICATE OF TITLE AND ENCUMBRANCE 10009693	
	Nature of restrictive covenant:	
	REFER ENCUMBRANCE 10009693	
	Name of person in whose favour restrictive covenant operates:	
	URBAN RENEWAL AUTHORITY	
	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	
1.4 Lease, agreement for	Is this item applicable?	☒

Column 1	Column 2	Column 3
lease, tenancy agreement or licence	Will this be discharged or satisfied prior to or at settlement?	NO
	Are there attachments?	YES
(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.)	If YES , identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
	RESIDENTIAL TENANCY AGREEMENT AND EXTENSION OF TENANCY AGREEMENT	
[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]	Names of parties: THE VENDOR AND JAYRACHEL LAGAT & JAYCILLE LAGAT	
	Period of lease, agreement for lease etc: From 3/06/2026	
	To 1/06/2027	
	Amount of rent or licence fee: \$1,180.00 PER FORTNIGHT (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: NOT APPLICABLE	
	(b) the outstanding amounts due (including any interest or penalty): NOT APPLICABLE	

5. Development Act 1993 (repealed)

5.1	section 42 – Condition (that continues to apply) of a development authorisation	Is this item applicable?	☒
		Will this be discharged or satisfied prior to or at settlement?	NO
		Are there attachments?	YES
		If YES , identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		CITY OF SALISBURY SEARCH	
		Condition(s) of authorisation: REFER APPLICATION NO. 361/2838/2004/MA	

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

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 1967 (repealed)	Is this item applicable?	☐
		Will this be discharged or satisfied prior to or at settlement?	YES / NO
		Are there attachments?	YES / NO
		If YES , identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Nature of condition(s):	

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

Column 1	Column 2	Column 3
not applicable.]		
7. Emergency Services Funding Act 1998		
7.1	section 16 – Notice to pay levy <i>Is this item applicable?</i> <i>Will this be discharged or satisfied prior to or at settlement?</i> <i>Are there attachments?</i> <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE ('ESL CERTIFICATE') Date of notice: REFER REVENUESA Amount of levy payable: REFER ESL CERTIFICATE	☒ YES YES
29. Planning, Development and Infrastructure Act 2016		
29.1	Part 5 – Planning and Design Code <i>Is this item applicable?</i> <i>Will this be discharged or satisfied prior to or at settlement?</i> <i>Are there attachments?</i> <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> CITY OF SALISBURY SEARCH AND PROPERTY INTEREST REPORT Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code): 7 PILLIE CR MAWSON LAKES SA 5095 LT 341 D65006 ZONES HOUSING DIVERSITY NEIGHBOURHOOD - HDN OVERLAYS AIRCRAFT NOISE EXPOSURE - ANEF 20 THE AIRCRAFT NOISE EXPOSURE OVERLAY SEEKS TO ENSURE DEVELOPMENT SENSITIVE TO AIRCRAFT NOISE IS DESIGNED TO MINIMISE NOISE INTRUSION AND PROVIDE APPROPRIATE INTERIOR ACOUSTIC AMENITY. AIRPORT BUILDING HEIGHTS (REGULATED) - ALL STRUCTURES OVER 45 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. BUILDING NEAR AIRFIELDS THE BUILDING NEAR AIRFIELDS OVERLAY SEEKS TO ENSURE DEVELOPMENT DOES NOT POSE A HAZARD TO THE OPERATIONAL AND SAFETY REQUIREMENTS OF COMMERCIAL AND MILITARY AIRFIELDS. DEFENCE AVIATION AREA - ALL STRUCTURES OVER 90 METRES	☒ NO YES

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

Column 1	Column 2	Column 3
	THE DEFENCE AVIATION AREA OVERLAY SEEKS TO ENSURE BUILDING HEIGHT DOES NOT POSE A HAZARD TO THE OPERATIONAL AND SAFETY REQUIREMENTS OF DEFENCE AVIATION AREAS. PRESCRIBED WELLS AREA THE PRESCRIBED WELLS AREA OVERLAY SEEKS TO ENSURE SUSTAINABLE WATER USE IN PRESCRIBED WELLS AREAS. REGULATED AND SIGNIFICANT TREE THE REGULATED AND SIGNIFICANT TREE OVERLAY SEEKS TO MITIGATE THE LOSS OF REGULATED TREES THROUGH APPROPRIATE DEVELOPMENT AND REDEVELOPMENT. STORMWATER MANAGEMENT THE STORMWATER MANAGEMENT OVERLAY SEEKS TO ENSURE NEW DEVELOPMENT INCORPORATES WATER SENSITIVE URBAN DESIGN TECHNIQUES TO CAPTURE AND RE-USE STORMWATER. SIGNIF RETIREMENT FACILITY SUPPORTED ACCOM SITES THE SIGNIFICANT RETIREMENT FACILITY AND SUPPORTED ACCOMMODATION SITES OVERLAY SEEKS TO FACILITATE THE DEVELOPMENT OF SUPPORTED ACCOMMODATION AND/OR RETIREMENT FACILITIES ON SIGNIFICANT RETIREMENT FACILITY AND SUPPORTED ACCOMMODATION SITES TO PROVIDE ACCOMMODATION FOR THE COMMUNITIES' AGEING RESIDENTS. 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. URBAN TREE CANOPY THE URBAN TREE CANOPY OVERLAY SEEKS TO PRESERVE AND ENHANCE URBAN TREE CANOPY THROUGH THE PLANTING OF NEW TREES AND RETENTION OF EXISTING MATURE TREES WHERE PRACTICABLE. Is there a State heritage place on the land or is the land situated in a State heritage area? NO Is the land designated as a local heritage place? NO Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land? NO Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? YES Note – For further information about the Planning and Design Code visit https://code.plan.sa.gov.au.	



Column 1	Column 2	Column 3
(that continues to apply) of a development authorisation	Will this be discharged or satisfied prior to or at settlement? Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	YES / NO YES / NO
<i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Date of authorisation: Name of relevant authority that granted authorisation: Condition(s) of authorisation:	

34. Water Industry Act 2012

34.1	Notice or order under the Act requiring payment of charges or other amounts or making other requirement	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> SA WATER CERTIFICATE OF WATER AND SEWER CHARGES & ENCUMBRANCE INFORMATION Date of notice or order: 25/08/2014 Name of person or body who served notice or order: SA WATER Amount payable (if any) as specified in the notice or order: NOT APPLICABLE Nature of other requirement made (if any) as specified in the notice or order: REFER ENCUMBRANCE NO. L227358	☒ NO YES
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ACKNOWLEDGEMENT OF RECEIPT OF FORM 1

The Purchaser hereby acknowledges receipt of the following:

FORM 1 – STATEMENT UNDER SECTION 7 (*Land and Business (Sale and Conveyancing) Act 1994*)

the above being identified by page numbered 1 to 9 inclusive, together with the following annexures and supporting documents (if any):

**CERTIFICATE OF TITLE VOLUME 5919 FOLIO 800
PROPERTY INTEREST REPORT
SA WATER, EMERGENCY SERVICES LEVY AND LAND TAX CERTIFICATES
CITY OF SALISBURY SEARCH
ENCUMBRANCE 10009693
RESIDENTIAL TENANCY AGREEMENT AND EXTENSION OF TENANCY AGREEMENT**

SIGNED BY THE PURCHASER:

THIS _____ DAY OF _____

(Signature)

(Signature)

(Signature)

(Signature)

The Purchaser acknowledges and consents to the Vendor and Agent or their authorised representatives signing the Form 1 by electronic and/or digital signatures under the Electronic Transactions Act (Cth) and (SA).

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

Land and Business (Sale and Conveyancing) Regulations 2025 - regulation 17

Buyers information notice

Prescribed notice to be given to purchaser

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 (CBS) recommends you check the website: www.cbs.sa.gov.au.

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

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

Safety

- Is there **asbestos** in any of the buildings or elsewhere on the property e.g. sheds and fences?
- Does the property have any significant **defects** e.g. **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** (e.g. electricity, gas) are available?
- Is the property connected to SA Water operated and maintained **mains water**? Is a mains water connection available? Does the property have a **recycled water** connection? What sort of water meter is located on the property (a **direct or indirect meter** - an indirect meter can be located some distance from the property)? Is the property connected to a water meter that is also serving another property?
- Are there water taps outside the building? Is there a watering system installed? Are they in good working order and in good condition?
- Does the property have **alternative sources** of water other than mains water supply (including **bore or rainwater**)? If so, are there any special maintenance requirements?

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

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

REAL PROPERTY ACT, 1886



South Australia

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



Certificate of Title - Volume 5919 Folio 800

Parent Title(s) CT 5919/629
Creating Dealing(s) RTU 10000837
Title Issued 05/07/2004 Edition 4 Edition Issued 21/09/2006

Estate Type

FEE SIMPLE

Registered Proprietor

JENNIFER MAVIS GREENEY
OF LOT 341 PILLIE CRESCENT MAWSON LAKES SA 5095

Description of Land

ALLOTMENT 341 DEPOSITED PLAN 65006
IN THE AREA NAMED MAWSON LAKES
HUNDRED OF YATALA

Easements

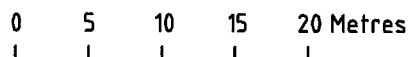
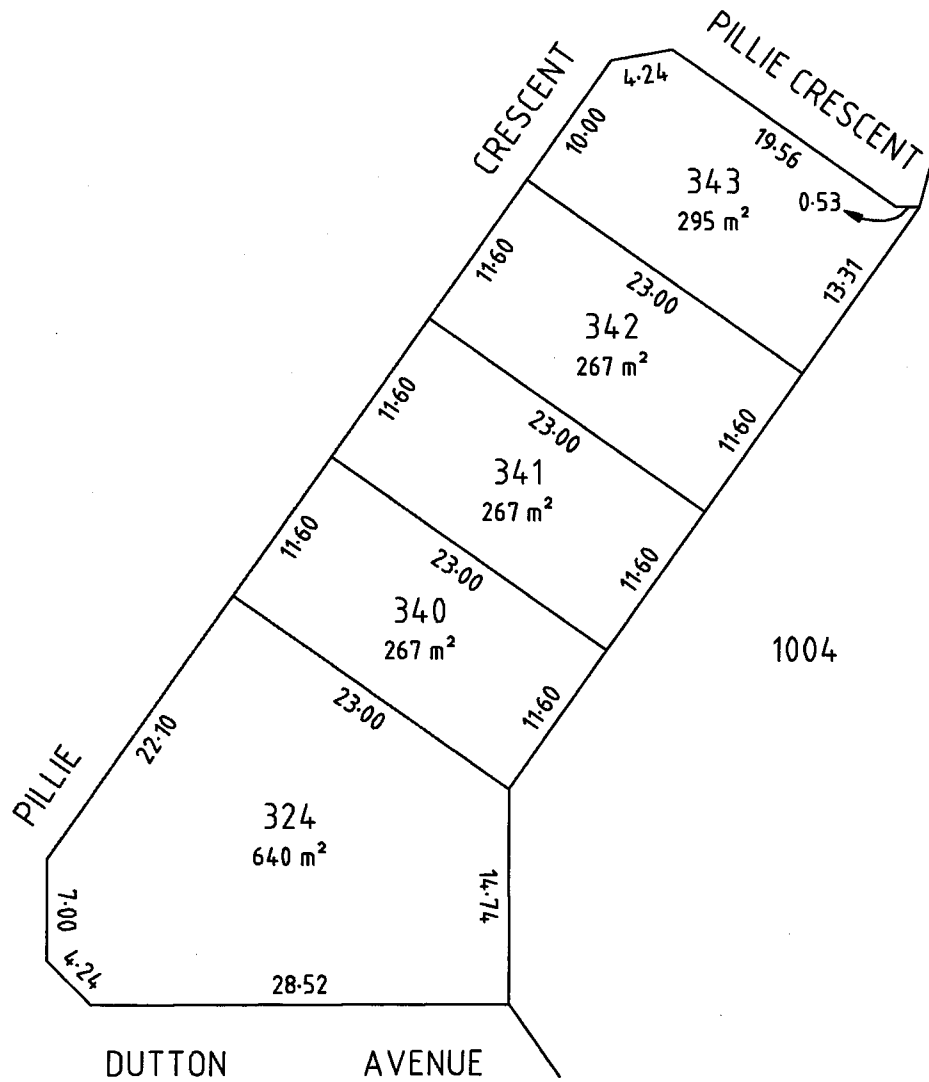
NIL

Schedule of Dealings

Dealing Number	Description
10009693	ENCUMBRANCE TO URBAN RENEWAL AUTHORITY (SINGLE COPY ONLY)

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 5919/800	Reference No. 2812335
Registered Proprietors	J M*GREENEY	Prepared 24/08/2026 09:59
Address of Property	7 PILLIE CRESCENT, MAWSON LAKES, SA 5095	
Local Govt. Authority	CITY OF SALISBURY	
Local Govt. Address	PO BOX 8 SALISBURY SA 5108	

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

<u>Prescribed encumbrance</u>	<u>Particulars</u> (Particulars in bold indicates further information will be provided)
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1. General

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

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

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

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

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

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

also

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

2. Aboriginal Heritage Act 1988

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

an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

3. **Burial and Cremation Act 2013**

- 3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

- 4.1 section 5 - Notice requiring payment

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

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

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

- 5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

- 5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

- 5.6 section 57 - Land management agreement

Refer to the Certificate of Title

- 5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

- 5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

- 5.9 section 71 - Fire safety notice

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

- | | | |
|------|--|--|
| 5.10 | section 84 - Enforcement notice | State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title |
| | | also |
| | | Contact the Local Government Authority for other details that might apply |
| 5.11 | section 85(6), 85(10) or 106 - Enforcement order | State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title |
| | | also |
| | | Contact the Local Government Authority for other details that might apply |
| 5.12 | Part 11 Division 2 - Proceedings | Contact the Local Government Authority for other details that might apply |
| | | also |
| | | Contact the vendor for these details |

6. Repealed Act conditions

- | | | |
|-----|---|--|
| 6.1 | Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1967</i> (repealed) | 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>An Emergency Services Levy Certificate will be forwarded.
 If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.</p> <p>Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates
 www.revenuesaonline.sa.gov.au</p> |
|-----|---------------------------------|---|

8. Environment Protection Act 1993

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

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

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

17. *Land Acquisition Act 1969*

17.1	section 10 - Notice of intention to acquire	Refer to the Certificate of Title for any notice of intention to acquire also Contact the Local Government Authority for other details that might apply
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18. *Landscape South Australia Act 2019*

18.1	section 72 - Notice to pay levy in respect of costs of regional landscape board	The regional landscape board has no record of any notice affecting this title
18.2	section 78 - Notice to pay levy in respect of right to take water or taking of water	DEW has no record of any notice affecting this title
18.3	section 99 - Notice to prepare an action plan for compliance with general statutory duty	The regional landscape board has no record of any notice affecting this title
18.4	section 107 - Notice to rectify effects of unauthorised activity	The regional landscape board has no record of any notice affecting this title
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
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 Act	The regional landscape board has no record of any notice affecting this title
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. <i>Land Tax Act 1936</i>		
19.1	Notice, order or demand for payment of land tax	A Land Tax Certificate will be forwarded. If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750. Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates www.revenuesaonline.sa.gov.au
20. <i>Local Government Act 1934 (repealed)</i>		
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. <i>Local Government Act 1999</i>		
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. <i>Local Nuisance and Litter Control Act 2016</i>		
22.1	section 30 - Nuisance or litter abatement notice	Contact the Local Government Authority for other details that might apply
23. <i>Metropolitan Adelaide Road Widening Plan Act 1972</i>		
23.1	section 6 - Restriction on building work	Transport Assessment Section within DIT has no record of any restriction affecting this title
24. <i>Mining Act 1971</i>		
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. <i>Native Vegetation Act 1991</i>		
25.1	Part 4 Division 1 - Heritage agreement	DEW Native Vegetation has no record of any agreement affecting this title

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

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

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

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

27.1	section 21 - Notice of levy or contribution payable	Outback Communities Authority has no record affecting this title
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28. *Phylloxera and Grape Industry Act 1995*

28.1	section 23(1) - Notice of contribution payable	The Phylloxera and Grape Industry Board of South Australia has 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
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29. **Planning, Development and Infrastructure Act 2016**

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

29.8	section 157 - Fire safety notice	Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.9	section 192 or 193 - Land management agreement	Refer to the Certificate of Title
29.10	section 198(1) - Requirement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.11	section 198(2) - Agreement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.12	Part 16 Division 1 - Proceedings	Contact the Local Government Authority for details relevant to this item also Contact the vendor for other details that might apply
29.13	section 213 - Enforcement notice	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.14	section 214(6), 214(10) or 222 - Enforcement order	Contact the Local Government Authority for details relevant to this item also State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

30. *Plant Health Act 2009*

30.1	section 8 or 9 - Notice or order concerning pests	Plant Health in PIRSA has no record of any notice or order affecting this title
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31. *Public and Environmental Health Act 1987 (repealed)*

31.1	Part 3 - Notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
31.2	<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)</i> (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	<i>Public and Environmental Health (Waste Control) Regulations 2010</i> (revoked) regulation 19 - Maintenance order (that has not been complied with)	Public Health in DHW has no record of any order affecting this title also Contact the Local Government Authority for other details that might apply

32. *South Australian Public Health Act 2011*

32.1	section 66 - Direction or requirement to avert spread of disease	Public Health in DHW has no record of any direction or requirement affecting this title
32.2	section 92 - Notice	Public Health in DHW has no record of any notice affecting this title

also

Contact the Local Government Authority for other details that might apply

- 32.3 *South Australian Public Health (Wastewater) Regulations 2013* Part 4 - Condition (that continues to apply) of an approval

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

also

Contact the Local Government Authority for other details that might apply

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

- 33.1 section 23 - Notice of contribution payable

DEW has no record of any notice affecting this title

34. *Water Industry Act 2012*

- 34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement

**An SA Water Certificate will be forwarded.
If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950**

also

The Office of the Technical Regulator in DEM has no record of any notice or order affecting this title

also

Lightsview Re-Water Supply Co Pty Ltd has no record of any notice or order affecting this title.

also

Robusto Investments Pty. Ltd. trading as Compass Springs has no current record of any notice or order affecting this title.

also

Alano Utilities Pty. Ltd. has no record of any notice or order affecting this title.

35. *Water Resources Act 1997 (repealed)*

- 35.1 section 18 - Condition (that remains in force) of a permit

DEW has no record of any condition affecting this title

- 35.2 section 125 (or a corresponding previous enactment) - Notice to pay levy

DEW has no record of any notice affecting this title

36. *Other charges*

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

Refer to the Certificate of Title

also

Contact the vendor for these details

also

Contact the Local Government Authority for other details that might apply

Other Particulars

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

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

Additional Information

The following additional information is provided for your information only.

These items are not prescribed encumbrances or other particulars prescribed under the Act.

- | | |
|---|--|
| 1. Pipeline Authority of S.A. Easement | Epic Energy has no record of a Pipeline Authority Easement relating to this title |
| 2. State Planning Commission refusal | No recorded State Planning Commission refusal |
| 3. SA Power Networks | SA Power Networks has no interest other than that recorded on the attached notice or registered on the Certificate of Title |
| 4. South East Australia Gas Pty Ltd | SEA Gas has no current record of a high pressure gas transmission pipeline traversing this property |
| 5. Central Irrigation Trust | Central Irrigation Trust has no current records of any infrastructure or Water Delivery Rights associated to this title. |
| 6. ElectraNet Transmission Services | ElectraNet has no current record of a high voltage transmission line traversing this property |
| 7. Outback Communities Authority | Outback Communities Authority has no record affecting this title |
| 8. Dog Fence (<i>Dog Fence Act 1946</i>) | This title is not subject to Dog Fence rates or the Dog Fence outside levy. Accordingly, the Dog Fence Board holds no current rate or levy-related interest in the property. |
| 9. Pastoral Board (<i>Pastoral Land Management and Conservation Act 1989</i>) | The Pastoral Board has no current interest in this title |
| 10. Heritage Branch DEW (<i>Heritage Places Act 1993</i>) | Heritage Branch in DEW has no record of any World, Commonwealth or National Heritage interest affecting this title |
| 11. Health Protection Programs – Department for Health and Wellbeing | Health Protection Programs in the DHW has no record of a public health issue that currently applies to this title. |

Notices

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

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

Building restrictions

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

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

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

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

Statutory easements

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

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

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

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

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

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

Land Tax Act 1936 and Regulations thereunder

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

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

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

Information should be obtained from:

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

Landscape South Australia 2019

Water Resources Management - Taking of underground water

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

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

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

Certificate of Title

Title Reference CT 5919/800
Status CURRENT
Easement NO
Owner Number 07247364
Address for Notices 4 BENHAM ST ELIZABETH EAST, SA 5112
Area 267m² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

JENNIFER MAVIS GREENEY
OF LOT 341 PILLIE CRESCENT MAWSON LAKES SA 5095

Description of Land

ALLOTMENT 341 DEPOSITED PLAN 65006
IN THE AREA NAMED MAWSON LAKES
HUNDRED OF YATALA

Last Sale Details

Dealing Reference TRANSFER (T) 10009692
Dealing Date 16/06/2004
Sale Price \$89,000
Sale Type TRANSFER FOR FULL MONETARY CONSIDERATION

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
ENCUMBRANCE	10009693	URBAN RENEWAL AUTHORITY

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
4466043107	CURRENT	7 PILLIE CRESCENT, MAWSON LAKES, SA 5095

Notations

Dealings Affecting Title

NIL

Notations on Plan

NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	4466043107
Type	Site & Capital Value
Date of Valuation	01/01/2026
Status	CURRENT
Operative From	01/07/2004
Property Location	7 PILLIE CRESCENT, MAWSON LAKES, SA 5095
Local Government	SALISBURY
Owner Names	JENNIFER MAVIS GREENEY
Owner Number	07247364
Address for Notices	4 BENHAM ST ELIZABETH EAST, SA 5112
Zone / Subzone	HDN - Housing Diversity Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1100 - House
Description	5H G
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
D65006 ALLOTMENT 341	CT 5919/800

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$325,000	\$750,000			
Previous	\$325,000	\$710,000			

Building Details

Valuation Number	4466043107
-------------------------	------------

Building Style	Symmetrical Cottage
Year Built	2006
Building Condition	Very Good
Wall Construction	Brick
Roof Construction	Galvanised Iron
Equivalent Main Area	146 sqm
Number of Main Rooms	5

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

Certificate of Title

Title Reference: CT 5919/800

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

Account Number 44 66043 10 7	L.T.O Reference CT5919800	Date of issue 24/8/2026	Agent No. 7734	Receipt No. 2812335
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THE FORM 1 COMPANY
LEVEL 1, 3-5 MT BARKER RD
STIRLING SA 5152
form1@form1.net.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: JM GREENEY
Location: 7 PILLIE CRES MAWSON LAKES LT 341 D65006
Description: 5H G **Capital Value:** \$ 750 000
Rating: Residential

Periodic charges

Raised in current years to 30/6/2026

				\$
		Arrears as at: 30/6/2026	:	0.00
Water main available:	20/3/2006	Water rates	:	0.00
Sewer main available:	27/7/2006	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: 88.00 Sewer: 111.19 Bill: 2/9/2026

This account is in a recycled water scheme. For all enquiries relating to this please call 1300 650 950 This Account is billed four times yearly for water use charges.

The last Water Use Year ended on 11/05/2026.

MAINS WATER USE CHARGE of \$121.49 should be added to the Balance Outstanding above.

RECYCLED WATER USE CHARGE of \$41.43 should be added to the Balance Outstanding above.



**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

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 advises this property is currently subject to an Encumbrance as at the date of issue of this certificate.

South Australian Water Corporation

Name:

JM GREENEY

Water & Sewer AccountAcct. No.: **44 66043 10 7****Amount:** _____**Address:**7 PILLIE CRES MAWSON LAKES LT 341
D65006

Payment Options

EFT**EFT Payment**

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	4466043107

**Bill code: 8888**
Ref: 4466043107

Telephone and Internet Banking — BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More information at bpay.com.au**Paying online**Pay online at www.sawater.com.au/paynow for a range of options. Have your account number and credit card details to hand.**Paying by phone**

Call 1300 650 870 and pay by phone using your Visa/Mastercard 24/7.

SA Water account number: 4466043107

**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

Our Ref: L227358
Account No: 4466043107
Enquiries: Water Investigations
Office Hours: 8:30am to 4:30pm
Telephone: (08) 7424 1360
Facsimile: (08) 7003 1360
Date: 25/08/2014

JM GREENEY
PO BOX 67
INGLE FARM SA 5098

**SOUTH AUSTRALIAN
WATER CORPORATION**

SA Water House
250 Victoria Square
Adelaide SA 5000

GPO Box 1751
Adelaide SA 5001

Telephone +61 8 1300 650 950

ABN 69 336 525 019

NOTICE OF ENCUMBRANCE

You are hereby notified that a notice has been placed on the following property:

7 PILLIE CRES MAWSON LAKES SA 5095

In accordance with the SA Water Standard Customer Contract.

SA Water may require you to conduct inspections and audits of your plumbing infrastructure on a five-yearly basis and at transfer of ownership.

Prior to property settlement you are required to contact the above telephone number to make arrangements for a recycled water plumbing audit to be performed.

Yours Sincerely

_____(signed) For Chief Executive Officer

**RevenueSA**

DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 865
Emergency Services Funding Act 1998**CERTIFICATE OF
EMERGENCY SERVICES LEVY PAYABLE**

The Emergency Services Levy working for all South Australians

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

PIR Reference No: 2812335

THE FORM 1 COMPANY
GPO BOX 1651
ADELAIDE SA 5001**DATE OF ISSUE**

24/08/2026

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au**OWNERSHIP NUMBER**

07247364

OWNERSHIP NAME

J M GREENEY

PROPERTY DESCRIPTION

7 PILLIE CRES / MAWSON LAKES SA 5095 / LT 341 D65006

ASSESSMENT NUMBER

4466043107

TITLE REF.

(A "+" indicates multiple titles)

CT 5919/800

CAPITAL VALUE

\$750,000.00

AREA / FACTORR4
1.000**LAND USE / FACTOR**RE
0.400**LEVY DETAILS:****FINANCIAL YEAR**

2026-2027

FIXED CHARGE

\$ 50.00

+ VARIABLE CHARGE

\$ 237.60

- REMISSION

\$ 140.40

- CONCESSION

\$ 0.00

+ ARREARS / - PAYMENTS

\$ 182.13

= AMOUNT PAYABLE

\$ 329.33

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

22/11/2026

**Government of
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

**RevenueSA**

DEPARTMENT OF TREASURY AND FINANCE

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE**PAYMENT REMITTANCE ADVICE****OWNERSHIP NUMBER**

07247364

OWNERSHIP NAME

J M GREENEY

ASSESSMENT NUMBER

4466043107

AMOUNT PAYABLE

\$329.33

AGENT NUMBER

100019452

AGENT NAME

THE FORM 1 COMPANY

EXPIRY DATE

22/11/2026

+70229575130022> +001571+ <0550129936> <0000032933> +444+

OFFICIAL: Sensitive

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 Biller Code: 456285 Ref: 7022957513	 To pay via the internet go to: www.revenuesaonline.sa.gov.au	 Send your cheque or money order, made payable to the Community Emergency Services Fund , along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001
Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au © Registered to BPAY Pty Ltd ABN 69 079 137 518		

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.



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: 2812335

THE FORM 1 COMPANY
GPO BOX 1651
ADELAIDE SA 5001

DATE OF ISSUE

24/08/2026

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NAME

J M GREENEY

FINANCIAL YEAR

2026-2027

PROPERTY DESCRIPTION

7 PILLIE CRES / MAWSON LAKES SA 5095 / LT 341 D65006

ASSESSMENT NUMBER

4466043107

TITLE REF.

(A "+" indicates multiple titles)

CT 5919/800

TAXABLE SITE VALUE

\$325,000.00

AREA

0.0267 HA

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

CURRENT TAX	\$	615.45	SINGLE HOLDING	\$	0.00
- DEDUCTIONS	\$	0.00			
+ ARREARS	\$	0.00			
- PAYMENTS	\$	0.00			
= <u>AMOUNT PAYABLE</u>	\$	615.45			

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

22/11/2026

See overleaf for further information



Government of
South Australia

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

OWNERSHIP NUMBER

07247364

OWNERSHIP NAME

J M GREENEY

ASSESSMENT NUMBER

4466043107

AMOUNT PAYABLE

\$615.45

AGENT NUMBER

100019452

AGENT NAME

THE FORM 1 COMPANY

PAYABLE ON OR BEFORE

22/11/2026

+70229574220012> +000927+ <0550129936> <0000061545> +444+

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 Billers Code: 456293 Ref: 7022957422 Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au © Registered to BPAY Pty Ltd ABN 69 079 137 518	 To pay via the internet go to: www.revenuesaonline.sa.gov.au	 Send your cheque or money order, made payable to the Commissioner of State Taxation, along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001
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ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.

City of Salisbury
ABN 82 615 416 895
34 Church Street
PO Box 8
Salisbury SA 5108

(08) 8406 8222
city@salisbury.sa.gov.au
salisbury.sa.gov.au



24 August 2026

C Gill
GPO Box 1651
ADELAIDE SA 5001

Location: 7 Pillie Crescent , Mawson Lakes SA 5095
Title Details: Lot 341 D 65006
CT-5919/800
Owner: J M Greeney
Assessment No: 568839

I CERTIFY IN TERMS OF SECTION 187 (1) OF THE LOCAL GOVERNMENT ACT as follows: -

- (a) That the rates and other monies which are due and payable to the Council in respect of the above property at the date of the giving of this certificate are as listed below.
- (b) That the rates become due and payable on the 1st July each year.
- (c) That the rates, fines, arrears, and property debts are a charge upon the said property.

Details of the AMOUNT OF RATES DECLARED for the current financial year: -

Rates:	2,021.00
Rebates:	0.00
Total:	2,021.00

Details of the AMOUNTS OUTSTANDING at the time of giving this certificate: -

	Arrears:	0.00
	Interest on Arrears:	0.00
	Fines on Current:	0.00
<i>Less</i>	Paid This Year:	0.00
	Arrears Legal Fees:	0.00
	Current Legal Fees:	0.00
	Overpayment:	0.00
	Refunds:	0.00

	Current Rates Balance:	2,021.00
	Property Debt:	0.00
	Building Upgrade Debt:	0.00
	Current reWater Balance:	0.00
	Total Balance:	\$2,021.00

Important Information:

Rates Certificates are valid for 90 days from the date of the certificate.

Please phone Council's Customer Centre on 8406 8222 within two weeks before settlement to confirm settlement date and final payment amounts, as rates liability may have changed.

Certificates will not be reissued due to a new financial year without an additional payment.

Refer to Council's Customer Centre for further details or updates on 8406 8222.

Per



Heidi Crossley

Delegate

Telephone: (08) 8406 8222

Email: hcrossley@salisbury.sa.gov.au

BPAY Payments can be made using the following details:

*** Please ensure that settlement amount is confirmed via phone before making payments via Bpay**

Billercode: 8649

Reference: 568839

City of Salisbury
ABN 82 615 416 895

34 Church Street
PO Box 8
Salisbury SA 5108

(08) 8406 8222
city@salisbury.sa.gov.au
salisbury.sa.gov.au



24 August 2026

C Gill
GPO Box 1651
ADELAIDE SA 5001

Dear Sir / Madam

Request for Information

We refer to your request and now attached particulars and documentary material which Council must supply pursuant to the provisions of the Local Government Act and the Land Business (Sale and Conveyancing) Act.

Yours faithfully

Per



Heidi Crossley

Delegate

Telephone: (08) 8406 8222

Email: development@salisbury.sa.gov.au

City of Salisbury
ABN 82 615 416 895
34 Church Street
PO Box 8
Salisbury SA 5108

(08) 8406 8222
city@salisbury.sa.gov.au
salisbury.sa.gov.au



**LAND AND BUSINESS (SALE AND CONVEYANCING) ACT
INFORMATION PURSUANT TO SECTION 7 CERTIFICATE**

APPLICANT	C Gill	Certificate No: 93697
	GPO Box 1651 ADELAIDE SA 5001	Date of Issue: 24 August 2026

DESCRIPTION OF LAND	7 Pillie Crescent , Mawson Lakes SA 5095 CT-5919/800
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We refer to your request for information and now attach particulars and documentary material, which Council must supply pursuant to the provisions of the Local Government Act and the Land Business (Sale and Conveyancing) Act.

DEVELOPMENT ACT 1993 (repealed)

SECTION 42

Condition (that continues to apply) of a development authorisation

Application No: 361/2838/2004/MA
Description: DWELLING & GARAGE & VERANDAH
Decision Date: 13-Dec-2004
Decision: Approved
Conditions: 13

1. The refuse/litter from the building site shall be contained in a suitable metal or mesh receptacle on the site. All waste produced on the site is to be retained in the container at all times and removed from the site at the completion of the building work.

The site shall also be provided with proper sanitary facilities, namely a builders toilet, at all times during the construction of the proposed building work.

Reason: To prevent the spread of building waste to adjoining premises and to maintain sanitary conditions on site.

2. The roof and floor (if applicable) truss layout and design specifications from the truss manufacturer must be submitted to Council for approval prior to erection.

Reason: To ensure the structural soundness of the roof and floor.

3. In accordance with the City of Salisbury's Inspection Policy, the Builder or Owner is required to give Council one business days notice of the following stages of construction;
- Prior to placement of concrete for footings or other structural purposes; (Note: Where an Engineer carries out an inspection, Council will also require a copy of the inspection certificate to be forwarded to Council);
 - At the completion of wall and roof frame prior to the fixing of any internal linings; and
 - At the completion of the building work, prior to hand over.

Such Notice shall be provided in fax (8281 5466) or email notifications@salisbury.sa.gov.au, marking attention to the Responsible Officer as listed on this Development Approval.

Reason: To allow for the inspection of the building work by the Responsible Officer.

4. A certificate verifying that controlled fill has been placed on site shall be submitted to Council prior to construction.

Reason: To ensure adequate bearing capacity for the structure.

5. External swinging doors must be fitted with a draught protection device to the bottom edge of the door.

Reason: To prevent the loss of heat through gaps and openings.

6. That the Hot Water System is designed and installed in accordance with the Waterworks Act 1932 and the Waterworks Regulations 1996. In addition the Hot Water System shall have the required *Renewable Energy Certificates* or *Energy Rating Label*.

Reason: To comply with Part 3.12.5.0 and Part 3.12.5.4 of the BCA Volume 2, Energy Efficiency.

7. All heating and cooling ductwork and fittings must be insulated in accordance with Table 3.12.5.2 for minimal thermal insulation.

Reason: To prevent the loss of heat and facilitate cooling.

8. The brickwork control joint shall be constructed in accordance with the engineer's report.

Reason: To ensure the control joints are constructed in accordance with the engineer's recommendations.

9. Where the distance of the sewer trench is less than 1.2 metres from the footing of the dwelling, the depth of the trench is to be established before the footing is poured. The depth of the piers at this point is to be confirmed by the Engineer.

Reason: To ensure the stability of the footing.

10. Masonry nails shall be fixed from the bottom plate to the slab of the proposed dwelling at a distance no greater than 450mm centres.

Reason: to ensure structural adequacy

11. Purlins for the proposed dwelling shall be spaced no greater than 1200 centers for internal purlins and 900mm centers for end purlins.

Reason: To ensure that the structural soundness of the roof to support the roof covering.

12. The Finished Floor Level of the proposed building is to be set a minimum of 300mm above the highest point of the roadside kerb immediately adjacent to the building site.

Reason: To provide some flood protection and allow disposal of stormwater from the subject land.

13. Where cut or fill in excess of 300mm is required as a result of the proposed development, retaining walls or other suitable soil retention devices shall be employed.

Reason: To ensure that excavations and filled land is stable and will not result in any adverse impact on adjoining properties.

Repealed Act Conditions

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

Building Act 1971 (repealed)

City of Adelaide Development Control Act 1976 (repealed)

Planning Act 1982 (repealed) or

Planning and Development Act 1966 (repealed)

No

PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016

PART 5 – Planning and Design Code

Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):

Refer to PlanSA Section 7 report attached.

Is there a State heritage place on the land or is the land situated in a State heritage area?

Refer to PlanSA Section 7 Report attached

Is the land designated as a place of local heritage place?

Refer to PlanSA Section 7 Report attached

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?

Refer to PlanSA Section 7 Report attached

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?

Flooding Hazards Mapping Update Code Amendment
Accommodation Diversity Code Amendment

For further information about the Planning and Design Code Amendment visit [Code amendments | PlanSA](#)

Also refer to Property Interest Report

Section 127 – Condition (that continues to apply) of a development authorisation

Refer to PlanSA Section 7 Report attached

DEVELOPMENT ACT 1993 (repealed)

Section 50(1)—Requirement to vest land in a council or the Crown to be held as open space

No

Section 50(2)—Agreement to vest land in a council or the Crown to be held as open space

No

Section 55—Order to remove or perform work

No

Section 56—Notice to complete development

No

Section 57—Land management agreement

SEE TITLE FOR DETAILS

Section 69—Emergency order

No

Section 71—Fire safety notice

No

Section 84—Enforcement notice

No

Section 85(6), 85(10) or 106—Enforcement order

No

Part 11 Division 2—Proceedings

No

FIRE AND EMERGENCY SERVICES ACT 2005

Section 105F (or section 56 or 83 (repealed)) – Notice to take action to prevent outbreak or spread of fire.

No

FOOD ACT 2001

Section 44—Improvement Notice

No

Section 46—Prohibition Order

No

HOUSING IMPROVEMENT ACT 1940 (repealed)

Section 23—declaration that house is undesirable or unfit for human habitation

No

Part 7 (rent control for substandard houses) – Notice or declaration

No

LAND ACQUISITION ACT 1969

Section 10 Notice of Intention to acquire

No

LOCAL GOVERNMENT ACT 1934 (repealed)

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

No

LOCAL GOVERNMENT ACT 1999

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

No

For charges refer to the Certificate of Rates Liabilities

LOCAL NUISANCE AND LITTER CONTROL ACT 2016

Section 30 – Nuisance or litter abatement notice

No

PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016

Section 141 – Order to Remove or Perform Work

No

Section 142 – Notice to Complete Development

No

Section 155 – Emergency Order

No

Section 157 – Fire Safety Notice

No

Section 192 or 193 Land Management Agreement

SEE TITLE FOR DETAILS

Section 198(1) – Requirements to Vest Land in a Council or the Crown to Held as Open Space

No

Section 198(2) – Agreement to Vest Land in a Council or the Crown to be held as Open Space

No

Part 16 Division 1 – Proceedings

No

Section 213 – Enforcement Notice

No

Section 214(6), 214(10) or 222 – Enforcement Order

No

PUBLIC AND ENVIRONMENTAL HEALTH ACT 1987 (repealed)

Part 3—Notice

No

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

No

Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) regulation 19—Maintenance order (that has not been complied with)

No

SOUTH AUSTRALIAN PUBLIC HEALTH ACT 2011

Section 92 – Notice

No

South Australian Public Health (Wastewater) Regulations 2013 Part 4 – Condition (that continues to apply) of an approval

No

OTHER CHARGES

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

For charges refer to the Certificate of Rates Liabilities

BUILDING INDEMNITY INSURANCE

Section 7(1)(c)

Any approved building work undertaken on the property the subject 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.

YES

Application No: 361/2838/2004/MA

Name(s) of person(s) insured: Jenny Greeney

Name of insurer: Vero Insurance Ltd

Certificate Number: 138989

Limitations on the liability of the insurer: Statutory Cover

Name of builder: Sterling Homes Pty Ltd

Builder's Licence Number: BLD7072

Date of issue of insurance: 01/09/2004

Description of insured building work: Single Dwelling

Also refer to PlanSA Section 7 Report attached.

FURTHER INFORMATION HELD BY COUNCIL
--

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

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

All development approvals on council records relating to this subject land are listed under the heading "Development Act 1993" or are provided in the Plan SA Section 7 Report attached.

The information herein is provided pursuant to the Council's obligations under Section 7 of the Land Business (Sales and Conveyancing) Act, 1994.

Only that information which is required to be provided has been given and that information should not be taken as a representation as to whether or not any other charges or encumbrances affect the subject land.

Per



Authorised Officer: Heidi Crossley

Date: 24/08/2026

SALES NOTICE

The City of Salisbury has within it two significant airports. Parafield Airport is a general aviation airport that also provides for aviation training facilities which includes repeated landing and take-off flight circuit training, and the RAAF Base Edinburgh which is a significant military airfield that includes jet fighters and long range surveillance aircraft within its operations. Both airports are controlled by Federal legislation and administered by Federal Government Agencies, not Council.

The property for sale may be subject to overflight and aircraft noise from these airports, and there may also be overflights as a result of Adelaide Airport flights. Intending residents or business proprietors are advised that living or working in the vicinity of an airport may result in noise from the airport operations and flights and that individual sensitivity can vary from person to person. Intending purchasers should consider their situation and sensitivities to airplane noise.

The following information links may assist you in coming to an understanding of the suitability of the property for your situation regarding aircraft noise:

Internet Link	Organisation
https://www.parafieldairport.com.au/operations/master-planning	Parafield Airport - Master Plan Document identifying future anticipated operations which Includes maps of flight paths, noise metrics and explanation of the noise forecast system.
http://www.defence.gov.au/aircraftnoise/Edinburgh/Default.asp	Department of Defence – RAAF Base Edinburgh Informs on aircraft, flight paths, noise forecasts, aircraft fleet, and general matters.
https://infrastructure.gov.au/aviation/environmental/aircraft-noise/index.aspx	Australian Government Federal Agency Aircraft noise and complaints information
http://aircraftnoise.com.au/	Airservices Australia and Australian Airports Association initiative. Information on aircraft noise, its management, and what you can do to reduce its impact.
http://www.airservicesaustralia.com/aircraftnoise/	Australian Government Airservices Australia Information on aircraft noise, its management, upcoming operations at different airports around Australia, links to things to consider on airplane noise when purchasing a house, and Fact Sheets
http://www.airservicesaustralia.com/aircraftnoise/noise-resources/	Australian Government Airservices Australia Links to other relevant information and resources
http://www.airservicesaustralia.com/aircraftnoise/webtrak/	Australian Government Airservices Australia Link to Web Trak, a web viewer for civil aircraft movements

https://www.aviationcomplaints.gov.au/	Australian Government Site for aviation complaints, including military flying activities.
http://www.ano.gov.au/	Federal Aircraft Noise Ombudsman office Investigates handling of Airservices Australia and Defence's complaints, community consultation processes and presentation of noise information.

Data Extract for Section 7 search purposes

Valuation ID 4466043107

Data Extract Date: 24/08/2026

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: D65006 AL341

Certificate Title: CT5919/800

Property Address: 7 PILLIE CR MAWSON LAKES SA 5095

Zones

Housing Diversity Neighbourhood (HDN)

Subzones

No

Zoning overlays

Overlays

Aircraft Noise Exposure (ANEF 20)

The Aircraft Noise Exposure Overlay seeks to ensure development sensitive to aircraft noise is designed to minimise noise intrusion and provide appropriate interior acoustic amenity.

Airport Building Heights (Regulated) (All structures over 45 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.

Building Near Airfields

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

Defence Aviation Area (All structures over 90 metres)

The Defence Aviation Area Overlay seeks to ensure building height does not pose a hazard to the operational and safety requirements of Defence Aviation Areas.

Prescribed Wells Area

The Prescribed Wells Area Overlay seeks to ensure sustainable water use in prescribed wells areas.

Regulated and Significant Tree

The Regulated and Significant Tree Overlay seeks to mitigate the loss of regulated trees through appropriate development and redevelopment.

Stormwater Management

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

Signif Retirement Facility Supported Accom Sites

The Significant Retirement Facility and Supported Accommodation Sites Overlay seeks to facilitate the development of supported accommodation and/or retirement facilities on significant retirement facility and supported accommodation sites to provide accommodation for the communities' ageing residents.

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.

Urban Tree Canopy

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

Is the land situated in a 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).

No declared trees. Refer to Regulated and Significant Tree Overlay

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.

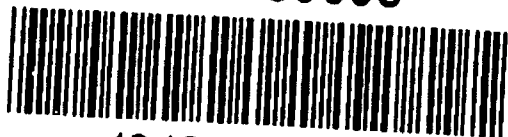
No

Land Management Agreement (LMA)

No

Encumbrance 10009693

E 10009693



12:16 21-Jun-2004

Single Copy Only

2 of 2

Fees: \$0.00

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

MEMORANDUM OF ENCUMBRANCE

FORM APPROVED BY THE REGISTRAR GENERAL

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1886

J F Cooper
Solicitor

Series No.	Prefix
2	E

SINGLE COPY ONLY

BELOW THIS LINE FOR OFFICE USE ONLY

Date	Time	
FEES		
R.G.O.	POSTAGE	NEW C.T.
PAID		

Lodged by:

Lynch Meyer

AGENT CODE

mslm

Correction to:

LYNCH MEYER

MSLM

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

1.
2.
3.
4.
5.

Assessor

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

1.
2.
3.

CORRECTION

PASSED

[Signature]

REGISTERED

- 7 JUL 2004

Richard pro

REGISTRAR GENERAL



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

ITEM(S)	AGENT CODE

DATED THE 16th DAY OF June

2004

EXECUTION

SIGNED by the said
JENNIFER MAVIS GREENEY
in the presence of:

)
) *J Greeney*
) J Greeney

Lynne J. Tuckey
Signature of Witness - Signed in my presence by the
Encumbrancer who is either personally known to me
or has satisfied me as to his/her/their identity

LYNNE JAMES TUCKEY

Print FULL Name (BLOCK LETTERS)

U8 179 NORTHEAST RD MANNINGHAM SA 5086

Address

0414233697

Business Hours Telephone No

MEMORANDUM OF ENCUMBRANCE

R

CERTIFICATE(S) OF TITLE BEING ENCUMBERED

**NOW WHOLE OF LAND IN
CT. VOL 5919 FOL 800**

Allotment No 341 in DP 65006 being portion of the land in CT Volume 5394 Folio 988

ESTATE AND INTEREST

Estate in fee simple

ENCUMBRANCES

Nil

Revenue SA -- Stamp Duty

ABN 19 040 349 885

ENCUMBRANCER (Full Name and Address)

JENNIFER MAVIS GREENEY of PO Box 67, Ingle Farm 5098

Doc Code M
RevNetID 103715967
Consid/Val/Sec\$ 0.10
SA Proportion \$ 0.00
Stamp Duty \$ 0.00
LTO Fees \$ 94.00
Interest \$ 0.00
Pen/Add Tax \$ 0.00
Date 21/06/2004

(Note: In this instrument the expression "the Owner" includes the Encumbrancer and each successive registered proprietor of the land comprised in the Certificate of Title being encumbered.)

ENCUMBRANCEE (Full Name and Address and Mode of Holding)

LAND MANAGEMENT CORPORATION of Level 8, Riverside Centre, North Terrace, Adelaide 5000

Original with 0 Copies

----- End of Receipt -----

OPERATIVE CLAUSE

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

- (a) Insert the amount of the annuity or rent charge (a) TEN CENTS (10¢)
- (b) State the term of the annuity or rent charge. If for life use the words "during his or her lifetime" (b) TO BE PAID TO THE ENCUMBRANCEE FOR THE TERM OF THREE THOUSAND NINE HUNDRED AND NINETY NINE (3,999) YEARS
- (c) State the times appointed for payment of the annuity or rent charge. Any special covenants may be inserted on page 2. (c) AT THE TIMES AND IN THE MANNER FOLLOWING
- Payable (if demanded by the Encumbrancee) on the 1st day of January in each year (starting on 1st day of January in the next calendar year immediately following the date of execution of this instrument) to the intent:
- that the Encumbrancee will hold the annuity in fee simple to secure the compliance by the Owner with the covenants contained in this instrument; and
 - that the Encumbrancee will not demand payment of the annuity if, and so long as, the Owner complies with all of the covenants.

THE DEVELOPMENT ZONE

"the Development Zone" means the area of land marked "A" in the plan deposited in the General Registry Office Numbered GP 48 of 2004.

IT IS COVENANTED by the Owner with the Encumbrancee and with all other persons claiming under the Encumbrancee as purchasers of any land in the Development Zone (as defined on the front page of this instrument) as follows to the intent:

- that the covenants in this instrument will run with and bind the land; and
- that the benefit of each of the covenants will be annexed to, and pass to future owners of, each and every part of the Development Zone.

1. Not to be used other than as a dwelling, except with approval

The land must not be used for any purpose other than a residential dwelling except with the prior written approval of the Encumbrancee.

2. No building without Encumbrancee's approval

2.1. The Owner 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 -

- 2.1.1. erect a building or structure;
- 2.1.2. carry out any siteworks;
- 2.1.3. erect a fence or wall;
- 2.1.4. 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; or
- 2.1.5. erect or place any external floodlights or spotlights.

2.2. The Owner must not submit any plans of building works to the Council for its approval until it has obtained the approval of the Encumbrancee.

3. Encumbrance Building and Development Requirements

The Encumbrancee will not act unreasonably in refusing any approval or imposing any condition of approval under clause 2. But a refusal or a condition cannot be deemed unreasonable if -

- 3.1. the proposal as submitted is contrary to any provision in the Encumbrance Building and Development Requirements; or
- 3.2. a corporate member of the Planning Institute of Australia certifies that the proposed works would have an adverse effect upon the development, appearance, health or amenity of the locality in which the land is situated or upon any part of that locality.

4. Special dwelling features

4.1. The Owner must not erect (or cause, suffer or permit the erection of) a dwelling on the land unless the dwelling includes the following features (and complies with any requirements in the Encumbrance Building and Development Requirements relating to any of the features):-

- 4.1.1. a dual water reticulation system;
- 4.1.2. a common service trench;
- 4.1.3. a common utility box;
- 4.1.4. siting, design and construction of the dwelling to make best use of solar energy;
- 4.1.5. insulation of ceilings and external walls in accordance with specified standards;
- 4.1.6. a computerised home management system; and
- 4.1.7. pre-wiring of the dwelling to facilitate the installation of the home management system and computer equipment.

- 4.2. The Owner must not submit dwelling plans and specifications to the Encumbrancee for approval, unless the plans and specifications are accompanied by sufficient information to satisfy the Encumbrancee that the requirements of clause 4.1 will be met.
- 4.3. The Owner must not occupy a dwelling on the land (or cause, suffer or permit the dwelling to be occupied) until the Encumbrancee has been provided with a certificate from the Owner, or from a licensed builder or independent certifier engaged by the Owner, stating that the dwelling has been completed in accordance with the requirements of clause 4.1 and the information submitted under clause 4.2.

4.4. Definitions

In this clause -

- 4.4.1. "dual water reticulation system" means a system which distributes separate reticulated supplies of potable mains water and non-potable recycled water from the boundary of the land to the dwelling and its curtilage;
- 4.4.2. "common service trench" means a trench carrying all service connections (for example, electricity, gas, telecommunications and water) from the front boundary of the land to the dwelling;
- 4.4.3. "common utility box" means a box affixed or built in to the wall of a dwelling, suitable for containing equipment for the metering of all services supplied to the land (for example, electricity, gas, telecommunications, mains water); and
- 4.4.4. "computerised home management system" means a computerised system for the management, measuring and controlling of such services and systems as may be nominated in writing by the Encumbrancee from time to time.

5. No land division without Encumbrancee's approval

The Owner must not divide the land except with the prior written approval of the Encumbrancee.

6. Planning and zoning laws

- 6.1. The land must not be used or developed except in accordance with -
- 6.1.1. any laws relating to planning or zoning from time to time in force; and
- 6.1.2. the conditions of any relevant consent or approval given by any Council or other relevant planning authority.
- 6.2. Any approval granted by the Encumbrancee 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 will grants its approval. The Owner acknowledges that the Owner will not place any reliance on the Encumbrancee's approval, whether for the purposes of planning or zoning laws or otherwise.

7. No delay

The Owner -

- 7.1. must not permit any undue delay to occur in the commencement or completion of any works approved under clause 2; and
- 7.2. must not permit the commencement of the construction of a dwelling on the land to be delayed beyond a time limit of 18 months after the date of this instrument (or such further time as the Encumbrancee in its absolute discretion may agree in writing with the Owner).

8. Option to buy back

If the construction of a dwelling approved by the Encumbrancee is not commenced on the land before the expiry of the time limit stated in clause 7.2 (or such further time as the Encumbrancee may agree in writing with the Owner), then the following provisions will apply:-

- 8.1. The Encumbrancee may request the Owner to transfer the land to the Encumbrancee or its nominee. The request may be made at any time after the expiry of the time limit, unless by that time the construction of a dwelling has commenced.

- 8.2. The Encumbrancee may, in its sole discretion, determine a price for the transfer of the land (being not less than the gross sale price of the land to the Owner less 10%).
- 8.3. The Owner must, within one calendar month after the date of a request under clause 8.1, transfer an estate in fee simple in the land in accordance with the request, subject only to this encumbrance.
- 8.4. The Owner must promptly execute all relevant documentation submitted to it by the Encumbrancee for the purpose of giving effect to the transfer.
- 8.5. Rates, taxes and all other outgoings relating to of the land will be adjusted to the date of settlement of the transfer. All costs associated with the transfer will be borne by the Encumbrancee or its nominee.
- 8.6. The price fixed by the Encumbrancee will be payable to the Owner on settlement.

9. No sale or lease before building is completed

- 9.1. Subject to this clause and to clause 15, the Owner must not lease or transfer the land unless a dwelling, approved by the Encumbrancee under clause 2.1, has been completed upon the land.
- 9.2. If a dwelling, approved by the Encumbrancee under clause 2.1, has not been completed on the land and the Owner desires to transfer the land, then the following provisions will apply-
 - 9.2.1. The Encumbrancee has the option of re-purchasing the land, subject only to this Encumbrance, for a price fixed by the Encumbrancee in the same manner as set out in clause 8.2.
 - 9.2.2. The Owner must make an offer in writing to the Encumbrancee to sell the land to the Encumbrancee or its nominee for the price fixed by the Encumbrancee. The offer will remain open for acceptance for one calendar month after the date of service of the offer.
 - 9.2.3. If the offer is accepted then -
 - the Owner must sell the land to the Encumbrancee or its nominee upon the terms stated in this clause;
 - settlement will be effected within one calendar month from the date of acceptance;
 - the Owner must promptly execute all relevant documentation submitted to it by the Encumbrancee;
 - rates, taxes and all other outgoings relating to the land will be adjusted to the date of settlement;
 - all costs associated with the transfer will be borne by the Encumbrancee or its nominee; and
 - the price fixed by the Encumbrancee will be payable on settlement.
 - 9.2.4. Until the expiry of the period stated in clause 9.2.2, the Owner must not transfer or agree to transfer the land to any other person (unless in the meantime the Encumbrancee, in writing, unconditionally declines the offer).
 - 9.2.5. This clause does not prevent a transfer of the land, upon the death of the Owner, to a person entitled to land under the will or upon the intestacy of the Owner.
- 9.3. If a dwelling approved by the Encumbrancee under clause 2.1 has not been completed on the land and the Owner causes or permits the land to be advertised for sale without first complying with clause 9.2, then the following provisions will apply:-
 - 9.3.1. The Encumbrancee may exercise its option to purchase the land for a price fixed by the Encumbrancee in the same manner as set out in clause 8.2 on the same terms and conditions as set out in clause 9.2.
 - 9.3.2. The option must be exercised by notice in writing served on the Owner within one calendar month of the date on which the Encumbrancee becomes aware that the land has been advertised for sale. (A certificate under the hand of a manager or secretary or other senior officer of the Encumbrancee shall be conclusive evidence of such date).
 - 9.3.3. Settlement must be effected within two calendar months of the exercise of the option.

10. Maintenance of landscaping, paving and parking areas

- 10.1. The Owner must not allow the maintenance of the landscaping, paving and car parking areas on the land to fall below a standard that is acceptable to the Encumbrancee.
- 10.2. The Encumbrancee must act in good faith in determining the standard acceptable to it for the purposes of this clause.

11. Notice to rectify breach

- 11.1. The Encumbrancee, or a servant, agent or contractor of the Encumbrancee, may enter the land at any time, (after giving at least 24 hours notice to the Owner), for the purpose of inspecting the land to determine whether any of the Owner's obligations under this instrument has been breached. The Owner must not do (nor cause nor permit the doing of) anything to obstruct or hinder such entry or inspection.
- 11.2. If the Encumbrancee serves a written notice upon the Owner specifying a breach of any of the Owner's obligations under clauses 1, 2, 4, 5 or 10; and
- 11.3. the Owner fails to remedy the breach within one calendar month from the date of service of the notice, then
- 11.4. the Encumbrancee its servants, agents and contractors may enter the land and may take such action as the Encumbrancee deems necessary to remedy the breach; and
- 11.5. the Encumbrancee may recover from the Owner, in any court of competent jurisdiction, the costs incurred in remedying the breach.

12. Acknowledgment of building scheme

The Owner acknowledges for the Owner and the Owner's successors in title -

- 12.1. that the foregoing covenants are entered into and undertaken for the purposes of the Encumbrancee's scheme of development for the lands comprised in the Development Zone; and
- 12.2. that the Encumbrancee has warranted that it has required, and will continue to require, each purchaser of land in the Development Zone, as a condition of its sale, to execute an instrument in substantially similar form to this instrument and containing substantially similar covenants and other stipulations.

13. Waiver

- 13.1. The Encumbrancee, in its absolute discretion, may at any time modify, waive or release:-
 - 13.1.1. any of the foregoing covenants; or
 - 13.1.2. any covenants or stipulations contained in the Encumbrance Building and Development Requirements or in any other instrument relating to the land; or
 - 13.1.3. any of the covenants contained in any similar instrument relating to any other land in the said Development Zone (regardless of whether the instrument was entered before or after this instrument).
- 13.2. A modification, waiver or release under clause 13.1.3 does not release the Owner from any of the covenants or stipulations referred to in clause 13.1.1 or 13.1.2.

14. Release of Owner upon sale

Once a dwelling has been completed on the land in accordance with the terms of the approval required under clause 2.1, the following provisions will apply -

- 14.1. The rent charge and covenants contained in this instrument will be binding only upon the registered proprietor for the time being of the land.
- 14.2. Subject to clause 14.3, each successive registered proprietor of the land will be released from the payment of the rent charge and from the performance of the covenants immediately upon transferring the fee simple in the land to another person.
- 14.3. Despite a transfer as referred to in clause 14.2, the rights of the Encumbrancee will be preserved against any former registered proprietor, in relation to a breach of this Encumbrance which occurred either before the transfer or by reason of the transfer.

15. Sunset clause

The rights and obligations of the Encumbrancee (but not those of any person claiming under the Encumbrancee as purchasers of any land in the Development Zone) will cease from whichever of the following dates occurs first:-

- 15.1. a date ten (10) years after the practical completion of an approved dwelling upon the last remaining vacant allotment in the Development Zone (excluding any allotment upon which no dwelling is permitted to be erected); or
- 15.2. the 1st day of January 2015.

16. Service of notices

- 16.1. A notice may be served on the Owner either:
 - 16.1.1. by posting the notice in a prepaid envelope to the last known address of the Owner; or
 - 16.1.2. if a dwelling has been erected on the land, by leaving the notice at or attached to the dwelling.
- 16.2. A Notice may be served on the Encumbrancee by being left at or posted in a prepaid envelope addressed to the Encumbrancee at its registered office in South Australia.
- 16.3. A notice served by post is deemed to have been served two (2) business days after posting.

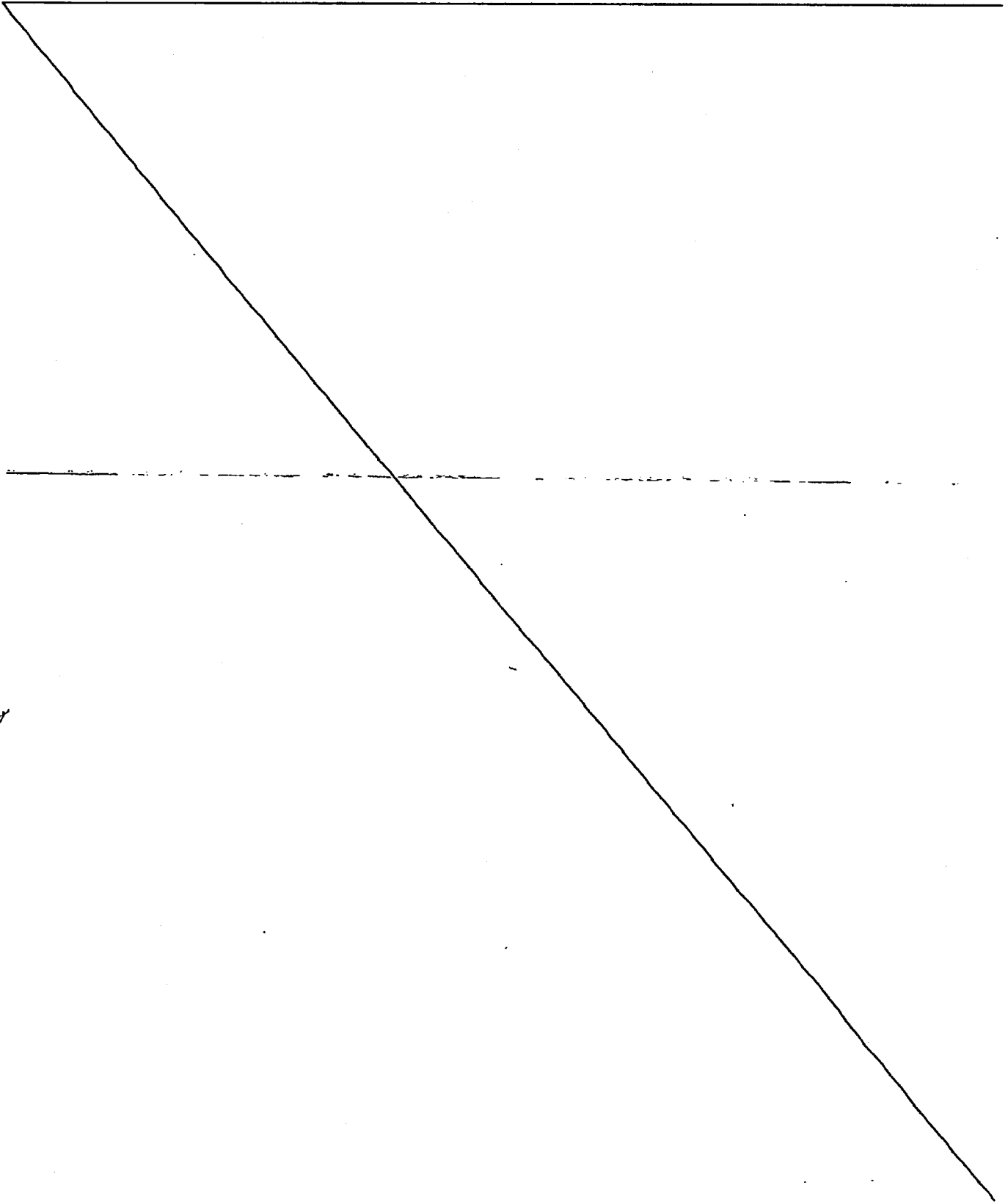
17. Interpretation

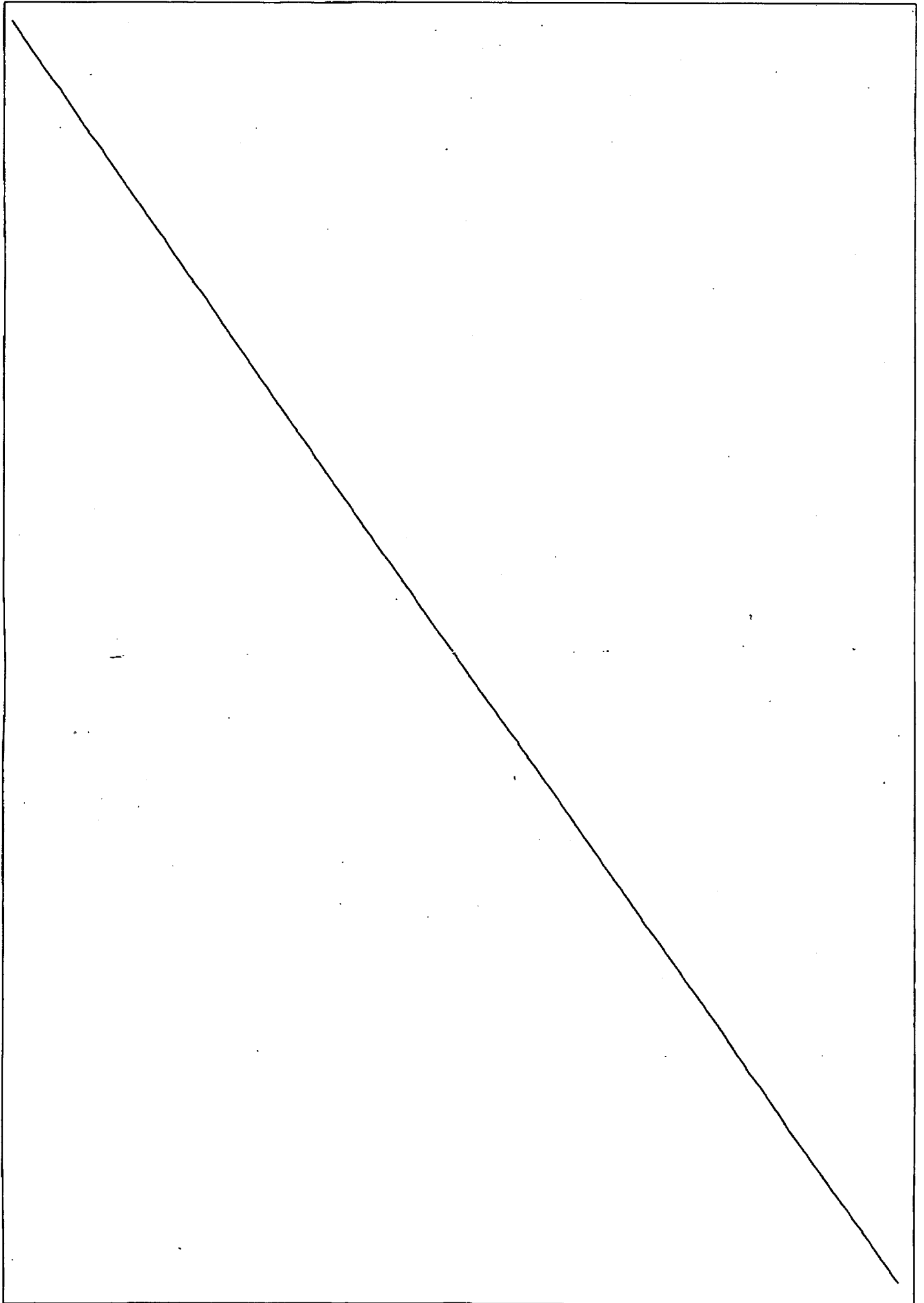
- 17.1. In this instrument:-
 - 17.1.1. a reference to any gender includes all genders;
 - 17.1.2. the singular includes the plural and vice versa;
 - 17.1.3. a reference to a person includes a body corporate and vice versa;
 - 17.1.4. a reference to a party includes the heirs, executors, successors or assigns of that party;
 - 17.1.5. "the Owner" includes the Encumbrancer and each successive registered proprietor of the land (and, if there are two or more Owners at any time, the liability of those persons is joint and several);
 - 17.1.6. "the Development Zone" means the Development Zone as defined on the front page of this instrument;
 - 17.1.7. "the land" means the land subject to this instrument and includes any part of the land;
 - 17.1.8. "Encumbrance Building and Development Requirements" means the Encumbrance Building and Development Requirements for Mawson Lakes (including precincts within Mawson Lakes) published by the Encumbrancee, which may include provisions reflecting the desired characters of particular precincts and may be varied from time to time by the Encumbrancee;
 - 17.1.9. "Council" means the local government body for the area in which the land is situated;
 - 17.1.10. the construction of a dwelling on the land will not be deemed to have commenced until footings for the dwelling have been completed in accordance with an approval given by the Encumbrancee under clause 2.1;
 - 17.1.11. a reference to the completion of a building or similar expression used in this Encumbrance means the Stage where:-
 - the building work is complete except for minor omissions and minor defects:-
 - (i) which do not prevent the building from being reasonably capable of being used for its intended purposes; and
 - (ii) rectification of which will not prejudice the convenient use of the building; and
 - all work on the external facade and other external surfaces of the building is complete and all defects and minor omissions have been rectified.

17.2. Nothing in this instrument prejudices:-

- 17.2.1. the entitlement of the Encumbrancee to all the powers, rights and remedies given to Encumbrancees under statute law or common law; or
- 17.2.2. the rights of the Encumbrancee (or of any other person) to an injunction or to damages in respect of a breach of any covenant by the Owner (or a previous Owner).

17.3. The burden of proving compliance with the covenants in this instrument lies on the Owner.





**Residential Tenancy Agreement
and
Extension of Tenancy Agreement**

FOX

Fox Real Estate SA Pty Ltd T/A Fox Real Estate
 232 Melbourne Street NORTH ADELAIDE SA 5006
 Tel: 08 8267 4995 Fax: 08 8267 4998 Agent No: 226868



Member of SAA
 Member of REISA

SAPM003 © Lawsoft 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 Jennifer Greeney

Address 4 Benham Street, Elizabeth East SA 5112

AGENT

Name Fox Real Estate SA Pty Ltd trading as Fox Real Estate

Address 232 Melbourne Street NORTH ADELAIDE SA 5006

Mobile _____ Phone 08 8267 4995 ABN 11 526 183 974

Email fox@foxrealestate.com.au RLA 226868

TENANT/S

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

Tenant 1 Jayrachel Lagat

Email jayrachellagat@gmail.com Phone 0413297942

Tenant 2 Jaycille Lagat

Email ljaycille@yahoo.com.au Phone 0431204474

PREMISES

7 Pillie Crescent, MAWSON LAKES

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

\$570.00 per week FIVE HUNDRED AND SEVENTY DOLLARS

(in words)

Rent payable in instalments

1st instalment: \$1,140.00 due on 02/06/2023 (date)

2nd instalment: \$1,140.00 due on 16/06/2023 (date)

Thereafter \$1,140.00 every ☐ week ☒ fortnight ☐ four weeks ☐ monthly

Payment method

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

Manner of Payment of Rent

Rent payable by BPAY - Biller code #4481 Reference 48544639 Or to pay by credit card go to

www.deft.com.au and use the above reference number

FIXED TERM TENANCY

☐ No

☒ Yes

From 02/06/2023

To

03/06/2024

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

OR

PERIODIC TENANCY

☒ No

☐ Yes

From _____ Until terminated in accordance with this Agreement

RENT INCREASE PROVISIONS

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) of the Act and as may be detailed in the additional conditions in the Annexures.

BOND

\$2,280.00 Max is 4 weeks' rent if rent is \$800p/w or less, OR 6 weeks' rent if rent is more than \$800p/w.

WATER CONSUMPTION

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 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. Refer to section 53 of the Act.

Service

Apportionment

INSURANCE

☒ 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**

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)
To be outlined in the ingoing inspection	

SPECIAL CONDITIONS

Special Conditions relating to the Tenancy

Refer General Annexure Item 1

DS
J.L

DS
J.L

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 herein 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 specified on page 1 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 above (as this may be amended by regulation from time to time) unless otherwise indicated in this Agreement.

4. Rent Review

The rent will be reviewed and increased from time to time in as expressly agreed and stated herein above in accordance with the Act and the parties agree that the Landlord can increase the rent during this Agreement otherwise subject to the provisions of section 55 of the Act and any provisions relating to Notice under the Act and such increases by Notice are limited to prior notice and not before any period limiting increases under section 55(2)(c) 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. Termination

The Landlord may terminate this Agreement in accordance with the Act, by notice given should there be any breach of the terms of this Agreement. Such notice is to be given in a written form specifying the breach and informing the Tenant that if the breach is not remedied within the specified period (which must be period of at least 7 days) from the date the notice is given then the tenancy will be terminated by force of the Notice. Notice will be in the form prescribed under the Regulations. The Landlord may terminate the Agreement on the grounds of non-payment of rent where rent or any part thereof has been outstanding for a period of 14 days.

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 Premises the grounds and gardens 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 The Tenant will comply with all reasonable directions of the Landlord in relation to the maintenance, care and use of the Premises.
- 7.9 Keep the Premises clear of rubbish and comply with any by-laws concerning rubbish collection.

DS
J.L

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J.L

The Tenant will not:

- 7.10 Alter or remove a lock or security device or add a lock or security device without the consent of the Landlord and the Tenant will insure all the Tenant's belongings against all risks.
- 7.11 Without the Landlord's written consent, make any alteration or addition to the Premises whatsoever.
- 7.12 Use or cause or permit the Premises to be used for any illegal or unauthorised purpose 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 Fix any fixture, fitting, television antennae or other device to the Premises without the prior written consent of the Landlord.
- 7.15 Use any part of the Premises except in connection with the intended purpose of the fixture or fitting.
- 7.16 Keep any animals (to include birds, poultry, fish, mammals and reptiles) or pets at or on the Premises without the prior written consent of the Landlord..
- 7.17 Interfere with any plant, equipment or machinery on the Premises other than in accordance with consent of the Landlord and the manufacturer's instructions.
- 7.18 Bring any bicycle, motor cycle or electric transport (including e-scooters) into the living areas of the Premises.
- 7.19 Erect or place any sign or notice on or in the Premises.

If the Premises contains a swimming pool then the Tenant will:

- 7.20 Maintain the pool in all things at the expense of the Tenant for chemicals, any maintenance and cleaning and labour costs.
- 7.21 Observe all maintenance instructions and regimes and all instructions of the Landlord relating to maintenance.
- 7.22 Not drain the pool or instruct any structural repairs or maintenance without the consent of the Landlord.
- 7.23 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.
- 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 take reasonable steps to provide adequate locks and devices to ensure the Tenant is able to keep the Premises reasonably secure..
- 8.4 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 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 but not more than once every 28 days and at a reasonable hour upon not less than 7 nor more than 14 days prior written notice.

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 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 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

Periodic Tenancy Only

If the tenancy is a periodic tenancy the Landlord may terminate this Agreement in accordance with the Act and Regulations and the form of Schedule 3 of the Regulations for cause. The Landlord may further give the Tenant at least 90 days notice of termination of this Agreement without specifying any grounds for the notice but again in the form regulated by Schedule 3 of the Regulations. Notice of termination can also otherwise be given of not less than 60 days if the Premises (property) is sold and of not less than 90 days if the Premises are required for personal use.

Fixed Term

If the tenancy is for a fixed term the Landlord can terminate for cause subject to the Act and Regulations and as in clause 6.

12. Termination by Tenant – Periodic Tenancy

If the tenancy is a periodic tenancy the Tenant may terminate this Agreement by giving a notice in writing to the Landlord of at least 21 days or a period equivalent to a single period of the tenancy (whichever is the longer) without specifying any ground for the notice.

13. Re-letting

If the Tenant breaches this Agreement during its 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 until the property is re-let. The Landlord or its Manager may make a charge for processing an application for consent to sublet or re-let the property.

14. Definitions

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. Where 2 or more persons are named in this Agreement their liability will be joint and several. A **person** will mean and include a corporation. 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. **Premises** will mean and include the land together with any chattels included and ancillary property of the Landlord existing at the Premises. 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.

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 counterpart parts, 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.

GENERAL ANNEXURE

General Annexure Item 1

The tenant/s agree to communicate solely with the managing agent.

The tenant/s hereby acknowledge and consent to receive correspondence from Fox Real Estate by email to their nominated email address.

The tenant/s acknowledge that they are responsible for their own contents insurance at the rented premises. Should the tenant/s choose not to insure their personal belongings, the agent and landlord will not be held liable for any associated replacement costs.

The tenant/s agree to not use any open fireplaces unless written permission is provided by the landlord or agent.

No smoking of any substance is allowed inside the premises, this includes any visitors to the property. No candles or incense to be burned inside property.

The tenant/s agree to notify the agent should the smoke alarm be faulty or require repair or replacement.

The tenant/s agree not to enter the roof cavity for any reason without consent from the landlord / agent

NBN - If the property is leased with an NBN modem connected, the tenant is to leave this at the property upon vacating.

The tenant/s agree to abide by all Strata Rules and Regulations if applicable and a brochure outlining the responsibilities of the residents will be supplied at the commencement of the tenancy.

The tenant/s acknowledge that the landlord and/or the agent are not able to guarantee that media points (this includes but not limited TV, Telephone and Foxtel outlets) are connected to the premises and are therefore, excluded. Any costs associated with the connection will be borne by the tenant.

No pets are allowed without written permission from the landlord or agent. If permission is given, you will be required to sign a pet lease which will form part of this tenancy agreement.

Rental Payments - All rental payments must be made by Bpay - Biller Code # 4481 followed by your DEFT reference number, or you may pay through the DEFT website. Should there be any dishonored payments, the bank charges will be passed on to the tenant. The current charge is \$15.00 per occurrence, however is subject to change without notice from Macquarie bank. We are unable to accept cash payments in our office.

General Maintenance - The tenant/s agree to maintain the property by keeping the property in a neat, clean and tidy condition at all times. No rubbish is to be stored in or around the property. The tenant/s agree to keep the immediate outside areas around the property clean, neat and tidy.

The tenant/s agree to lease the property in it's current condition and acknowledge that necessary maintenance and repairs will be carried out to keep the property in a reasonable state of repair, taking into consideration the property's age, character and prospective life. Any requests for improvements are to be submitting in writing and will be at the owner's discretion.

The tenant/s will not install any extra picture hooks, nails or screws including 3M or Commander removable hooks at the property without written consent from the landlord or agent. If consent is granted any damage caused to paintwork will be the responsibility of the tenant to repair.

Timber flooring – All floorboards must be cleaned with a product manufactured for cleaning of floorboards. The tenant/s will need to undertake measures to protect timber flooring from being damaged (eg. felt pads under furniture). The tenant/s will be liable to repair any damages caused to the floorboards.

Laminate flooring – Tenant/s are aware they need to only use a damp mop when cleaning laminate flooring

with an approved product. Any spills and excess water needs to be cleaned immediately to avoid causing damage to the flooring.

The tenant/s agree to use a drip tray and protect car park flooring should their car leak oil. Any oil stains will be the responsibility of the tenant/s to remove and clean.

Inspections - Routine Inspections are conducted every 3-4 months with 7 – 14 days notice being provided to the tenant. Should you not be home, we will use our office keys for access. Photos of the property will be taken during the inspection.

Gardens - The tenant/s agree to keep garden areas maintained at all times. This includes the lawns to be watered, mowed and edged regularly. Garden beds are to be watered, weeded and clear of any loose debris. Pavement is to be clean and free of weeds. No lawn clippings are to be emptied in to garden beds and must be disposed of. Vehicles must not be parked on any lawn areas or garden beds under any circumstances. Any cost to repair will be borne by the tenant.

Additional Tenant/ Subletting - Approval of an additional tenant must be sought and received by the Property manager. The tenant/s must not assign this tenancy, or sublet the property without the prior written consent of the agent/landlord. Any prospective additional tenants will be required to complete an application form and be approved by the landlord. Any lease changes approved and made will incur a lease changeover fee of \$110.00 charged by Fox Real Estate. The tenant/s agree not to sublet the property or any portion thereof to a third party on a holiday or short term basis, directly or through any agent or booking service.

Bond - Bond paid at the commencement of tenancy will be lodged on your behalf with Consumer and Business Services. Upon vacating and final inspection being completed, your bond will be refunded accordingly. At no time during the tenancy will the bond be remitted in part or be able to be transferred.

After Hours Emergency Maintenance - For emergency situations that occur out of business hours e.g. hot water unit, gas leak, electrical faults, break in) please contact the applicable tradesperson listed below for assistance;

Electrical - Glow Electrical - 1300 456 942

Plumbing - MacPlumb - 1300 307 708

Glazier - Robertson's Glazing - 8264 4161

Locksmith - Rite Price Locksmith - 0404 018 066

For storm damage, please contact the SES - 132 500

If you arrange after hours maintenance, please notify your Property Manager on the next business day.

Break Lease - Should you need to terminate your lease prior to the fixed term expiry date, you will need to notify your property manager in writing providing a vacating date. You will be liable to pay rent until the expiration of your lease or until the day prior to a new tenants lease commencing (whichever occurs first) along with advertising charges and a portion of the owners letting fee.

Vacating - The tenant/s are required to return the property back to Fox Real Estate in a neat, clean and tidy condition in accordance with the initial condition report, less any fair wear and tear. The tenant/s agree to have the carpet and/or flooring professionally cleaned at the end of the tenancy if stained or marked. A thorough final inspection checklist will be supplied to you for completion upon giving notice to vacate the premises. To help facilitate a smooth vacate process, we can recommend professional contractors.

The landlord may seek compensation from the tenant/s to professionally clean the carpets or flooring if they are not in a reasonable state of cleanliness at the end of the tenancy.

Zero Tolerance Rent Arrears Policy - The tenant/s agree that rent is to be paid a minimum of two weeks in advance at all times. Should this not be adhered to, then appropriate legal action will be taken. Our company has a zero tolerance policy to late rent payments. Should there be a delay, please advise your Property Manager prior. Continual late rent payments may jeopardise your rental history and the opportunity to renew your lease.

Our arrears policy is as follows -

RESIDENTIAL TENANCY AGREEMENT

page 9

3-5 days late - you will receive an automated text message notifying you of the arrears

5-7 days late - you will receive a text message, email or phone call regarding your arrears

7-14 days late - we will continue to try to make contact to discuss the breach and seek immediate resolution

15 days late - A breach of tenancy notice will be automatically issued giving you 7 days to remedy the breach or tribunal proceeding will follow.

DS
J. L

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J. L

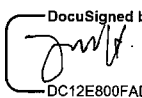
PRIVACY STATEMENT

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 CONSENTS

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**

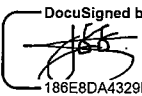
DocuSigned by:

 DC12E800FADB4FE...

DATED

25-05-2023

Jayrachel Lagat

TENANT 2

DocuSigned by:

 186E8DA4329D445...

DATED

25-05-2023

Jaycille Lagat

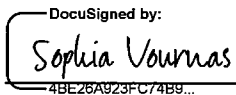
The Tenant(s) acknowledge receipt ofInformation Brochure - *Residential Tenancies Act 1995*

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**

DocuSigned by:

 4BE26A923FC74B9...

DATE

26-05-2023

☐ 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

NOTICE OF TENANCY DETAILS

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 Jayrachel Lagat

Email jayrachellagat@gmail.com

Phone 0413297942

Tenant 2 Jaycille Lagat

Email ljaycille@yahoo.com.au

Phone 0431204474

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 7 Pillie Crescent, MAWSON LAKES

AGENT

Name Fox Real Estate SA Pty Ltd trading as Fox Real Estate

Address 232 Melbourne Street NORTH ADELAIDE SA 5006

Mobile _____ Phone 08 8267 4995

ABN 11 526 183 974

Email fox@foxrealestate.com.au

RLA 226868

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

LANDLORD

Name Jennifer Greeney

Address 4 Benham Street, Elizabeth East SA 5112

If Company (registered address) _____

If Landlord not owner (Owner): _____

DS
J L

DS
J L

31/03/2026

Jayrachel Lagat & Jaycille Lagat
7 Pillie Crescent
Mawson Lakes SA 5095

Extension of tenancy agreement

Dear Jayrachel & Jaycille,

Your current lease agreement is due to expire on 2/06/2026.

Please find enclosed a copy of your lease renewal, extending your current lease by **12** months to expire on **01/06/2027**.

If you agree and wish to accept the proposed offer, please sign, date and return this form to our office. A signed copy will then be sent back to you for your records.

Should you choose not to renew your lease agreement, please notify our office immediately. Please note you are required to provide a minimum of 28 days notice if you intend to vacate the property.

Yours Sincerely
Fox Real Estate

Grace Popplestone
Property Manager

Fox Real Estate
192 Melbourne Street, NORTH ADELAIDE SA 5006
Telephone 08 8267 4995 Facsimile 08 8267 4998
foxrealestate.com.au
ABN 11 526 183 974 / RLA 226868

Extension of residential tenancy agreement

Landlord: Jennifer Greeney

Agent: Fox Real Estate Pty. Ltd, 192 Melbourne Street, NORTH ADELAIDE SA 5006

Tenant: Jayrachel Lagat & Jaycille Lagat

Property Address: 7 Pillie Crescent, Mawson Lakes SA 5095

New lease period:

Begins: 03/06/2026

Ends: 01/06/2027

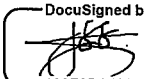
Current rental amount: \$1,180.00 per fortnight paid in advance

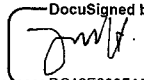
Rent increase: \$20.00 per week (to take effect 05/06/2026)

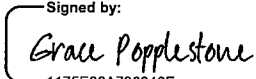
New rental amount: \$1,220.00 per fortnight paid in advance

Conditions: It is understood that any conditions and special conditions contained in the original lease agreement will continue to apply to this lease renewal. The tenant/s acknowledge they are not permitted to sublet or any part of the property to a third party on a holiday or short term basis directly, or through any agent or booking service.

I/we will be renewing the lease for the above period of time and accept the weekly rental.

Signed by tenant:  DocuSigned by: 09-04-2026
186E8DA4329D445... DATE:/...../.....

Signed by tenant:  DocuSigned by: 08-04-2026
DC12E800FADB4FE... DATE:/...../.....

Accepted by landlord/agent:  Signed by: 09-04-2026
1175E32A736346E... DATE:/...../.....

Should you choose not to renew your lease agreement, please notify your property manager in writing. Please note you are required to provide a minimum of 28 days notice if you intend to vacate the property.

Fox Real Estate

192 Melbourne Street, NORTH ADELAIDE SA 5006

Telephone 08 8267 4995 Facsimile 08 8267 4998

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