

# FORM 1 - Vendor's Statement

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

## Contents

- Preliminary
- Part A – Parties and land
- Part B – Purchaser's cooling off rights and proceeding with the purchase
- Part C – Statement with respect to required particulars
- Part D – Certificate with respect to prescribed inquiries by registered agent
- Schedule



## Preliminary

### To the purchaser:

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

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

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

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

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

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

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

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

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

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

## PART A – PARTIES AND LAND

### 1 Purchaser:

Address:

### 2 Purchaser's registered agent:

Address:

### 3 Vendor:

Holly Narelle Fisher and Zachary James Fisher

Address:

19 Greenfinch Grove Port Noarlunga South SA 5167

### 4 Vendor's registered agent:

Magain Real Estate Happy Valley Pty Ltd

Address:

Shop 2 / 50 Kenihans Road Happy Valley SA 5159

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

### 6 Description of the land:

[Identify the land including any certificate of title reference]

The whole of the land in Certificate of Title Volume 6291 Folio 966 being Allotment 516 in Deposited Plan

133159 in the Area named Port Noarlunga South Hundred of Willunga and more commonly known as 19

Greenfinch Grove Port Noarlunga South SA 5167 (refer to Annexure A for a copy of the Title Register Search of

Certificate of Title Volume 6291 Folio 966)

## PART B – PURCHASER'S COOLING-OFF RIGHTS AND PROCEEDING WITH THE PURCHASE

### To the purchaser:

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

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

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

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

##### 2 – Time for service

The cooling-off notice must be served–

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

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

##### 3 – Form of cooling-off notice

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

##### 4 – Methods of service

The cooling-off notice must be–

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

19 Greenfinch Grove Port Noarlunga South SA 5167 (Attention: Mrs H & Mr Z Fisher)

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

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

Fax: N/A Email: danielle@magain.com.au (Attention: Danielle Comer)

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

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

Shop 2 / 50 Kenihans Road Happy Valley SA 5159 (Attention: Danielle Comer)

(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:**

\* / We,

Holly Narelle Fisher and Zachary James Fisher

of

19 Greenfinch Grove Port Noarlunga South SA 5167

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: 12/09/2025 Signed: *Zachary James Fisher*

Date: 12/09/2025 Signed: *Holly Fisher*

**PART D – CERTIFICATE WITH RESPECT TO PRESCRIBED INQUIRIES BY REGISTERED AGENT  
(section 9)**

**To the purchaser:**

I,

Wilhelm Liedig on behalf of Liedig and Associates of 1348 North East Road Tea Tree Gully SA 5091

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: 12/09/2025 Signed: *Wilhelm Liedig*

~~\*Vendor's agent / Purchaser's agent~~

~~\*Person authorised to act on behalf of \*Vendor's agent / 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
<b>1. General</b>		
<b>1.1 Mortgage of land</b>	<i>Is this item applicable?</i>	<input checked="" type="checkbox"/>
<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<i>Will this be discharged or satisfied prior to or at settlement?</i>	<b>YES</b>
	<i>Are there attachments?</i>	<b>YES</b>
	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> Refer to Annexure A for a copy of the Title Register Search of Certificate of Title Volume 6291 Folio 966 Number of mortgage (if registered): 14338056 Name of mortgagee: Heritage & People's Choice Ltd	
<b>1.2 Easement</b> (whether over the land or annexed to the land)	<i>Is this item applicable?</i>	<input checked="" type="checkbox"/>
<b>Note -</b> "Easement" includes rights of way and party wall rights.	<i>Will this be discharged or satisfied prior to or at settlement?</i>	<b>NO</b>
<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<i>Are there attachments?</i>	<b>YES</b>
	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> Refer to Annexure D for a copy of the Property Interest Report page 12 Description of land subject to easement: Portion of the land in Certificate of Title Volume 6291 Folio 966 Nature of easement: Electricity Infrastructure / Building Restrictions and Statutory Easements Are you aware of any encroachment on the easement? <b>NO</b> (If <b>YES</b> , give details):  If there is an encroachment, has approval for the encroachment been given?  (If <b>YES</b> , give details):	
<b>1.3 Restrictive covenant</b>	<i>Is this item applicable?</i>	<input checked="" type="checkbox"/>
<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<i>Will this be discharged or satisfied prior to or at settlement?</i>	<b>NO</b>
	<i>Are there attachments?</i>	<b>YES</b>
	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> Refer to Annexure E for a copy of the Encumbrance (Land Titles Office Dealing no. 14338055) Nature of restrictive covenant: Encumbrance Name of person in whose favour restrictive covenant operates: Hickinbotham Homes Pty Ltd Does the restrictive covenant affect the whole of the land being acquired? <b>YES</b> (If <b>NO</b> , give details):  Does the restrictive covenant affect land other than that being acquired? <b>NO</b>	

Column 1	Column 2	Column 3
<b>1.3 Restrictive covenant</b>  <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<b>Is this item applicable?</b>  <b>Will this be discharged or satisfied prior to or at settlement?</b>  <b>Are there attachments?</b> <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> Refer to Annexure C for a copy of SA Water Certificate of Water and Sewer Charges & Encumbrance Information - Notice of Recycled Water Supply Nature of restrictive covenant: Recycled Water Supply Name of person in whose favour restrictive covenant operates: Refer to Annexure C for a copy of SA Water Certificate of Water and Sewer Charges & Encumbrance Information - Notice of Recycled Water Supply 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	<input checked="" type="checkbox"/> NO YES
<b>1.4 Lease, agreement for lease, tenancy agreement or licence</b>  (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>	<b>Is this item applicable?</b>  <b>Will this be discharged or satisfied prior to or at settlement?</b>  <b>Are there attachments?</b> <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>  Names of parties:  Period of lease, agreement for lease etc: From: To: Amount of rent or licence fee:  per (period)  Is the lease, agreement for lease etc in writing?  If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify- (a) the Act under which the lease or licence was granted:  (b) the outstanding amounts due (including any interest or penalty):	<input type="checkbox"/> YES/NO YES/NO
<b>5. Development Act 1993 (repealed)</b>		
<b>5.1 section 42 - Condition (that continues to apply) of a development authorisation</b>  <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<b>Is this item applicable?</b>  <b>Will this be discharged or satisfied prior to or at settlement?</b>  <b>Are there attachments?</b> <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>  Condition(s) of authorisation:	<input type="checkbox"/> YES/NO YES/NO

Column 1	Column 2	Column 3
<b>6. Repealed Act conditions</b>		
6.1 Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1966</i> (repealed)	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Nature of condition(s):</p>	<div style="text-align: right;"> <input type="checkbox"/>  <b>YES/NO</b>  <b>YES/NO</b> </div>
<p><i>[Note -</i>  <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>		
<b>7. Emergency Services Funding Act 1998</b>		
7.1 section 16 - Notice to pay levy	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Refer to Annexure C for a copy of the Certificate of Emergency Services Levy Payable</p> <p>Date of notice: 27 August 2025</p> <p>Amount of levy payable: \$164.55</p>	<div style="text-align: right;"> <input checked="" type="checkbox"/>  <b>YES</b>  <b>YES</b> </div>
<b>29. Planning, Development and Infrastructure Act 2016</b>		
29.1 Part 5 - Planning and Design Code	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Refer to Annexure B for a copy of the City of Onkaparinga Council Search pages 5 and 6 and Annexure D for a copy of the Property Interest Report page 8</p> <p>Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):</p> <p>Refer to Annexure B for a copy of the City of Onkaparinga Council Search pages 5 and 6</p> <p>Is there a State heritage place on the land or is the land situated in a State heritage area?</p> <p>NO</p> <p>Is the land designated as a local heritage place?</p> <p>NO</p> <p>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?</p> <p>NO</p> <p>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?</p> <p>YES</p> <p><b>Note-</b></p> <p>For further information about the Planning and Design Code visit <a href="http://www.code.plan.sa.gov.au">www.code.plan.sa.gov.au</a></p>	<div style="text-align: right;"> <input checked="" type="checkbox"/>  <b>NO</b>  <b>YES</b> </div>
<p><i>[Note -</i>  <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>		

Column 1	Column 2	Column 3
29.2	<p>section 127 - Condition (that continues to apply) of a development authorisation</p> <p><b>Is this item applicable?</b></p> <p><b>Will this be discharged or satisfied prior to or at settlement?</b></p> <p><b>Are there attachments?</b></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Refer to Annexure B for a copy of the City of Onkaparinga Council Search pages 6 to 15</p> <p>Date of authorisation:</p> <p>Refer to Annexure B for a copy of the City of Onkaparinga Council Search pages 6 to 15</p> <p>Name of relevant authority that granted authorisation:</p> <p>Refer to Annexure B for a copy of the City of Onkaparinga Council Search pages 6 to 15</p> <p>Condition(s) of authorisation:</p> <p>Refer to Annexure B for a copy of the City of Onkaparinga Council Search pages 6 to 15</p>	<div> <input checked="" type="checkbox"/> </div> <div>NO</div> <div>YES</div>

**[Note -**

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

## SCHEDULE – DIVISION 2

### OTHER PARTICULARS

(section 7(1)(b))

#### Particulars of building indemnity insurance



##### Note—

Building indemnity insurance is not required for—

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

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

- 1 Name(s) of person(s) insured:  
CSA Spec Sale
- 2 Name of insurer:  
QBE
- 3 Limitations on the liability of the insurer:  
\$239,326.00
- 4 Name of builder:  
Construction Services Aust PL
- 5 Builder's licence number:  
BLD8969
- 6 Date of issue of insurance:  
11/10/2022
- 7 Description of insured building work:  
New Single Dwelling Construction Contract

#### Exemption from holding insurance:

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

If **YES**, give details:

(a) Date of the exemption:

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(b) Name of builder granted the exemption:

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(c) Licence number of builder granted the exemption:

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

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

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# ACKNOWLEDGEMENT OF RECEIPT OF FORM 1

The Purchaser acknowledges receipt of the following:

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

the above being identified by pages numbered **1** to **10** inclusive, together with the following annexures and supporting documents (if any):

ANNEXURE A-copy of the Title Register Search of Certificate of Title Volume 6291 Folio 966

ANNEXURE B-copy of the City of Onkaparinga Council Search

ANNEXURE C-copy of Certificate of Emergency Services Levy and Land Tax Payable and SA Water Certificate of Water and Sewer Charges & Encumbrance Information

ANNEXURE D-copy of the Property Interest Report with a Title and Valuation Package

ANNEXURE E- copy of the Encumbrance (Land Titles Office Dealing No.14338055)

ANNEXURE F-Form R3 Buyers Information Notice and Fire Safety Information

**SIGNED BY THE PURCHASER:**

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

The Purchaser:

1. acknowledges and consents to the parties and their representatives signing the Form 1 by digital and or electronic signatures under the *Electronic Communications Act* (SA);
2. by signing this Acknowledgement, signs for all Purchasers, and warrants authority to acknowledge the Form 1 for all Purchasers (if more than 1); and
3. is not required to sign a Form 1 for it to be validly served and acknowledges the signing provision above is included if the Agent serves the Form 1 in person and wants evidence of the Purchaser having been served. If the Form 1 is served electronically, the email is sufficient evidence of what has been served.

# ANNEXURE A

COPY OF THE TITLE REGISTER SEARCH OF CERTIFICATE OF TITLE VOLUME  
6291 FOLIO 966

REAL PROPERTY ACT, 1886



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



## Certificate of Title - Volume 6291 Folio 966

**Parent Title(s)** CT 6286/274  
**Creating Dealing(s)** RTC 14142854  
**Title Issued** 20/10/2023 **Edition** 3 **Edition Issued** 16/08/2024

## Estate Type

FEE SIMPLE

## Registered Proprietor

HOLLY NARELLE FISHER  
ZACHARY JAMES FISHER  
OF 19 GREENFINCH GROVE PORT NOARLUNGA SOUTH SA 5167  
AS JOINT TENANTS

## Description of Land

ALLOTMENT 516 DEPOSITED PLAN 133159  
IN THE AREA NAMED PORT NOARLUNGA SOUTH  
HUNDRED OF WILLUNGA

## Easements

NIL

## Schedule of Dealings

Dealing Number	Description
14338055	ENCUMBRANCE TO HICKINBOTHAM HOMES PTY. LTD. (ACN: 007 618 797)
14338056	MORTGAGE TO HERITAGE & PEOPLE'S CHOICE LTD. (ACN: 087 651 125)

## Notations

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



# **ANNEXURE B**

COPY OF THE CITY OF ONKAPARINGA COUNCIL SEARCH

## **For your information:**

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

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

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

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

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

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

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

### **How to advise us of change of ownership?**

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

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

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

Electronic settlement of funds is still preferred.

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**LOCAL GOVERNMENT RATES SEARCH**

**TO:** Liedig & Associates Registered Conveyancers  
PO Box 491  
ST AGNES SA 5097

27 August 2025

**DETAILS OF PROPERTY REFERRED TO:**

Property ID : 85869  
 Valuer General No : 861425874\*  
 Valuation : \$850,000.00  
 Owner : NAME DETAILS SUPPRESSED & NAME DETAILS  
SUPPRESSED  
 Property Address : 19 Greenfinch Grove PORT NOARLUNGA SOUTH SA  
5167  
 Volume/Folio : CT-6291/966  
 Lot/Plan No : Allotment 516 DP 133159  
 Ward : 02 Mid Coast Ward

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

Opening balance (as of 30 Jun 2025) including rates, fines and interest, and/or Block Clearing Charges	\$0.00
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Postponed Amount in Arrears	\$0.00
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**Rates for the current 2025-2026 Financial Year applicable from 01 July 2025:**

<b>Total Rates Levied 2025-2026</b>	<b>\$2,241.99</b>
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Less Council Rebate. The Council Rebate ceases on sale and a pro-rata calculation will apply to the date of sale	\$0.00
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Fines and interest charged in the current financial year (2% fine when rates first become overdue and interest applied per month thereafter at LGA-prescribed rate)	\$0.00
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Postponed Interest	\$0.00
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Less paid current financial year	-\$561.99
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Overpayment	\$0.00
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Legal Fees (current)	\$0.00
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Legal Fees (arrears)	\$0.00
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Refunds, Rates Remitted, Small Balance Adjustments or Rate Capping Rebate	\$0.00
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Balance - rates and other monies due and payable	\$1,680.00
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Property Related Debts	\$0.00
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**BPAY Biller Code:** 421503

**Ref:** 1519460858699

**TOTAL BALANCE**

**\$1,680.00**

**AUTHORISED OFFICER**  
Melissa Styles

This statement is made the 27 August 2025

**IMPORTANT INFORMATION REGARDING SEARCHES**

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Liedig & Associates Registered Conveyancers  
PO Box 491  
ST AGNES SA 5097

**Attention Conveyancers**

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

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

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

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

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

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

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

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

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

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

Yours sincerely

**City Of Onkaparinga**

Telephone (08) 8384 0666

**Certificate No: S74801/2025**

**Property Information And Particulars**

In response to an enquiry pursuant to Section 7 of the

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

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**TO:** Liedig & Associates Registered  
Conveyancers  
PO Box 491  
ST AGNES SA 5097

**DETAILS OF PROPERTY REFERRED TO:**

ASSESSMENT NO	:	122015
VALUER GENERAL NO	:	861425874*
VALUATION	:	\$850,000.00
OWNER	:	NAME DETAILS SUPPRESSED & NAME DETAILS SUPPRESSED
PROPERTY ADDRESS	:	19 Greenfinch Grove PORT NOARLUNGA SOUTH SA 5167
VOLUME/FOLIO	:	CT-6291/966
LOT/PLAN NUMBER	:	Allotment 516 DP 133159
WARD	:	02 Mid Coast Ward

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

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

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

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

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

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

## INFORMATION NOTE

### CHANGES TO PLANNING POLICY AFFECTING LAND IN COUNCIL'S AREA

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

#### **Development Act 1993 (repealed)**

##### *Section 42*

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

#### **Planning Act 1982 (repealed)**

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

#### **Building Act 1971 (repealed)**

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

#### **Planning and Development Act 1966 (repealed)**

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

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

##### *Part 5 – Planning and Design Code*

##### **Zones**

Master Planned Neighbourhood (MPN)

##### **Subzones**

NO

##### **Zoning overlays**

##### **Overlays**

##### **Affordable Housing**

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

##### **Hazards (Bushfire - Urban Interface) (Urban Interface)**

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

##### **Hazards (Flooding - Evidence Required)**

The Hazards (Flooding - Evidence Required) Overlay adopts a precautionary approach to mitigate potential impacts of potential flood risk through appropriate siting and design of development.

##### **Native Vegetation**

The Native Vegetation Overlay seeks to protect, retain and restore areas of native vegetation.

##### **Prescribed Water Resources Area**

The Prescribed Water Resources Area Overlay seeks to ensure the sustainable use of water in prescribed water resource areas.

##### **Prescribed Wells Area**

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

##### **Regulated and Significant Tree**

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

##### **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 Transport Routes

The Urban Transport Routes Overlay seeks to ensure safe and efficient vehicle movement and access along urban transport routes.

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

Is the land designated as a Local Heritage Place? NO

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

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

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

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

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

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

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

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

## Section 127

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

DAP Application Number	22017040
Description	Retaining walls associated with Stage 1 of DA 180/D036/18
Decision	Approved
Decision Date	15 August 2022
Name of relevant authority that granted authorisation:	City of Onkaparinga / Neil Kirkham – KBS Consultants Pty Ltd

## **Planning Consent**

### **Condition 1**

The development granted Planning Consent shall be undertaken and completed in accordance with the stamped plans and documentation, except where varied by conditions below (if any).

### **Condition 2**

During construction and at all times thereafter, stormwater generated from the development shall be diverted away from all buildings, shall not pond against or near the footings and shall not be discharged or flow onto

adjoining land. Where drainage is directed to the street water table, this shall be by way of a council approved stormwater drainage system.

### **Condition 3**

That effective measures be implemented during the construction of the development and on-going use of the land in accordance with this consent to:

- Prevent silt run-off from the land to adjoining properties, roads and drains.
- Control dust arising from the construction and other activities, so as not to, in the opinion of council, be a nuisance to residents or occupiers on adjacent or nearby land
- Ensure that soil or mud is not transferred onto the adjacent roadways by vehicles leaving the site.
- Ensure that all litter and building waste is contained on the subject site in a suitable covered bin or enclosure.
- Ensure that no sound is emitted from any device, plant or equipment or from any source or activity to become an unreasonable nuisance, in the opinion of council, to the occupiers of adjacent land.

## **Building Consent**

### **Condition 1**

Any Building Product or Building System used as part of this project and relevant to this approval must be fully compliant with the National Construction Code and any relevant Australian Standard. All products and materials used shall be fully compliant with the relevant Australian Standards

### **Condition 2**

The use of Non-Conforming building products or materials or the use of a building materials or products that are not fit-for purpose shall not be used on any building or structure that is relevant to this Building Approval.

DAP Application Number	22035010
Description	Detached Dwelling
Decision	Approved
Decision Date	25 November 2022
Name of relevant authority that granted authorisation:	City of Onkaparinga / Neil Kirkham – KBS Consultants Pty Ltd

## **Planning Consent**

1. The proposal shall be developed in accordance with the stamped details and plans.

## **Building Consent**

### **Condition 1**

Any Building Product or Building System used as part of this project and relevant to this approval must be fully compliant with the National Construction Code and any relevant Australian Standard. All products and materials used shall be fully compliant with the relevant Australian Standards

### **Condition 2**

The use of Non-Conforming building products or materials or the use of a building materials or products that are not fit-for purpose shall not be used on any building or structure that is relevant to this Building Approval.



Application Number	145/8041/2018
Description	Torrens Title Land Division (1 into 625)
Decision	Approved
Decision Date	15 April 2021
Name of relevant authority that granted authorisation:	State Planning Commission

#### Development Plan Consent Conditions

For Development Plan consent conditions refer to the attached State Commission Assessment Panel decision notification form.

#### **CONDITIONS OF PLANNING CONSENT:**

1. The development granted Development Plan Consent and Land Division Consent shall be undertaken in accordance with the stamped approved plans, drawings, specifications and other documents submitted to the State Planning Commission (SPC) to the reasonable satisfaction of the SPC, except where varied by conditions below.
2. The applicant shall not apply to deposit a final plan of division for stage 5, or any subsequent stage, of the development unless and until the off-site stormwater detention and treatment works proposed to be undertaken within the Onkaparinga River Recreation Park and that are the subject of a tri-party agreement between the applicant, the City of Onkaparinga (Council) and Minister for Environment and Water (Recreation Park Works) are practically complete to the reasonable satisfaction of the SPC in consultation with the Council (excluding any works to be undertaken by the Minister including revegetation, which do not affect the proper functioning of the Recreation Park Works).
3. Pursuant to Section 126 of the *Planning Development and Infrastructure Act 2016*, the periods prescribed by Regulation 67 of the *Planning Development and Infrastructure (General) Regulations 2016* shall be extended such that the Development Approval granted for application 145/D036/18 V1 will remain operative for a period of ten (10) years from the date of the SPC's approval.

#### **Conditions imposed by prescribed body under section 122 of the Act:**

##### State Planning Commission Land Division Requirements

4. The financial requirements of the SA Water Corporation shall be met for the provision of water supply and sewerage services. SA Water H0069941.
5. The augmentation requirements of the SA Water Corporation shall be met.
6. The necessary easements shall be granted to the SA Water Corporation free of cost.
7. If a connection/s off an existing main is required, an investigation will be carried out to determine if the connection/s to the development will be costed as standard or non-standard.
8. A final plan complying with the requirements for plans as set out in the Manual of Survey Practice Volume 1 (Plan Presentation and Guidelines) issued by the Registrar General to be lodged with the SPC for Land Division Certificate purposes.
9. Prior to the granting of Section 138 approval, the applicant/developer shall enter into a deed of agreement with Council regarding works to be undertaken on Council land (works external to the subject land). The agreement should outline all proposed works, upgrades, cost responsibilities, defect liability and maintenance periods and timing of works. Other associated matters including tenure of the site during such works, insurance, public liability and other relevant matters should also be addressed through this agreement (or additional agreements as the case may be).

##### Commissioner of Highways Land Division Requirements

10. Two (2) road connections to/from Commercial Road shall be provided to serve the plan of division. These road connections shall consist of:
  - a) A new road to Commercial Road in the form of a four-way intersection at Geraldton Street to be controlled by a roundabout of approximately 30 metres in diameter; and
  - b) A T-junction with solid median treatment, located around the northern extremity of the development, that shall operate on a left turn in and left turn out basis only.
11. The new roads intersecting with Commercial Road shall not be opened to traffic prior to completion of all related road works.
12. Prior to the issue of Section 138 land division certificates for relevant stages, the applicant shall provide concept plans for both new road connections showing all new works occurring to the east of Commercial Road and showing that these road connections will not be compromised by the possible duplication of Commercial Road.
13. The final design of all works at the Commercial Road/Jared Road intersection shall be submitted to the satisfaction of the Department for Infrastructure and Transport (DIT) prior to the issue of Section 138 land division certificates for Stages 3, 4 and 6 and prior to any connection between Jared Road and Grand Boulevard being created.
14. All required road works associated with the development shall be designed and constructed in accordance with Austroads Guides/Australian Standards and to the satisfaction of the DIT. All associated costs (including project management and any necessary road lighting and drainage upgrades) shall be borne by the applicant. The applicant shall contact DIT's Network Management Services, Senior Network Integrity Engineer, Mr Narendra Patel on telephone 8226 8244 (or via email at [Narendra.Patel@sa.gov.au](mailto:Narendra.Patel@sa.gov.au)) to discuss the proposed road works prior to undertaking any detailed design. Furthermore, the developer shall enter into a 'Developer Agreement' to undertake the above works.
15. No stormwater from this division shall be permitted to discharge on-surface to Commercial Road. Any alterations to road drainage infrastructure as a result of this development shall be at the expense of the applicant.

##### EPA Land Division Requirements

16. The detailed design of the stormwater management system (including raingardens, swales, GPT and wetlands) should be established in accordance with the treatment train described in the Stormwater Management Strategy report by Wallbridge Gilbert and Aztec dated 19 March 2018 and must:
  - a) meet the following quality targets:
    - i. suspended solids (SS) – 80 percent reduction of the typical urban annual load with no treatment;
    - ii. total phosphorus (TP) – 60 percent reduction of the typical urban annual load with no treatment; and
    - iii. total nitrogen (TN) – 45 percent reduction of the typical urban annual load with no treatment.
  - b) ensure runoff is maintained at pre development levels;
  - c) ensure groundwater resources are not impacted;
  - d) mitigate flood risk; and
  - e) ensure the stormwater management system is adequately maintained.

#### Council Land Division Requirements

17. All landscaping for the development, including fencing detail of the reserve shall be in accordance with the final detailed landscaping plan to the satisfaction of Council. The plantings are to be established within six months of the completion of the civil works and maintained by the applicant for a period of 12 months.
18. All allotments shall be connected to the SA Water sewer system or to any system provided by any other licensed sewer provider.
19. A suitably constructed driveway invert and crossover pad (extending for the entire length of the driveway invert) shall be constructed for each allotment, with plans submitted to Council. All inverts and crossovers to each allotment are to be constructed by the applicant as part of civil works associated with the land division generally in accordance with the approved plan.
 

The purpose of the crossover pad is to provide consistency and DDA compliance of footpaths (whether constructed at development stage or at 80 percent occupancy). The crossover width will be determined by the position of the footpath (i.e. the pad will extend to at least the width of the footpath). The pad cross fall shall be 2.5 percent or 1 in 40 metres, across the alignment and width of the footpath, and at least 2.5 percent minimum and a maximum of 8 percent with appropriate transitions where required, beyond the footpath alignment, constructed to the appropriate Australian Standard. Inverts and crossovers are to be completed to Council's reasonable satisfaction prior to practical completion of civil works.
20. The street tree location plan shall ensure that the plantings do not conflict with underground infrastructure and street lighting, and should generally be in accordance with the "Services in Streets" PUACC (Public Utility Advisory Committee) guidelines issued September 1997.
21. A survey plan illustrating road level details and supportive cross sections showing how the connection is to be made with the eastern property shall be provided to the Council's reasonable satisfaction.
22. Council has declared the area an underground mains power supply area and all the requirements of SA Power Networks for any easements and the installation of underground mains shall be met.
23. Prior to the construction works commencement, the applicant shall gain Council's engineering endorsement of the final detailed design of the infrastructure in road reserves applicable to the development, in accordance with Council's service levels and standards. All engineering design and construction shall be generally in accordance with Australian Standards, Councils standards, guidelines and requirements:
  - industry recognised Codes of Practice;
  - industry recognised Guidelines; and
  - recognised engineering standards.

all to the reasonable satisfaction of Council.
24. Prior to the issue of a land division certificate under Section 138 of the *Planning Development and Infrastructure Act 2016*, the applicant must either complete the works and improvements referred to hereunder generally in accordance with the relevant plans and documents submitted to the Council and forming part of the application or, alternatively, provide the Council with a legally binding commitment and security for their completion to the Council's reasonable satisfaction:
  - the final detailed design of the infrastructure in road reserves applicable to the development, in accordance with Council's service levels and standards, and to the reasonable satisfaction of and approved by Council;
  - LED lighting provided within the development in accordance with the final approved plan;
  - development of the road reserves and reserves in accordance with approved landscape and planting plans to the reasonable satisfaction of Council;
  - all roads, paving, kerbing, cross-over pads, footpaths and fencing as per final approved plans; and

- Installation of the stormwater infrastructure as per the final approved plans.
25. Water meters shall be provided at a location approved by Council, for the irrigation of reserves and traffic islands. Water meters shall remain the property of the applicant for billing and maintenance purposes until the land is vested to Council at final completion of the landscape component. Only then shall the name be transferred to Council at the applicants cost.
  26. Upon practical completion of the works, the applicant shall engage suitably qualified Consulting Engineer to provide Council with a full set of "As Constructed" documentation consisting of a set of the electronic drawings (in PDF and in AutoCAD® .DWG) and final DRAINS and MUSIC models. "As Constructed" electronic drawings shall be based on "As constructed" survey of completed works.  
  
The electronic copy of the drawings in AutoCAD® .DWG format shall include any external references (Xrefs) or attachments. The electronic copy of the drawings in PDF shall be combined into a set. Where External References (Xrefs) are used by a Consultant, the drawings shall be issued to Council using the AutoCAD® 'eTransmit' command or have the externally referenced drawings bound to the drawing.
  27. Rear of allotment underground drainage is required where driveways, paved areas and houses will not drain to the street. Rear of allotment drainage is to accommodate a 100 year average recurrence interval (ARI) storm from the potential impervious areas of the allotment unless there is an overland flow path provided. Minimum pipe size for rear of allotment drainage shall be 150mm diameter sewer heavy class or Fibre Reinforced Concrete (FRC) pipe. Where required by Council, rear of allotment underground drains shall be incorporated in easements. Where more than one allotment is served by the rear of allotment drain segment, the easement shall be in favour of Council. Where only one allotment is serviced, the easement shall be between landholders.
  28. At practical and final completion the contractor shall remove all accumulated sediment and litter material from the permanent drainage infrastructure. At final completion the contractor shall provide adequate testing results to demonstrate that filter media in any biofiltration systems is fit for purpose and complies with the approved specification. At practical completion the contractor shall arrange for a video survey of all stormwater pipes and make a copy of the video plus associated written report available to Council. A further video survey shall be undertaken by the contractor if considered reasonably necessary by Council to demonstrate that identified defects in the pipe system have been satisfactorily repaired or where siltation may have occurred as result of applicant failing to maintain required SEDMP measures. The videos and accompanying reports shall be provided in a format to be approved by Council.
  29. All underground drainage in land not owned by Council is required in easements. Where the drain services one allotment only the easement is to be in the name of the allotment it services. In other cases the easements shall be in the name of the Council and shall be a minimum of 3 metres wide with a minimum of 1.0 metre clearance from the edge of the pipe to the easement boundary, and at no cost to the Council and shall connect to public land.  
  
Depth of pipes in easements is to be limited to 1.5m, unless exceptional circumstances require otherwise. Where depth exceeds 1.5m the easement width shall be increased proportionately on a 1:2 (depth to easement width basis).
  30. Open drains, modified watercourses and detention basins shall be designed and constructed to the reasonable satisfaction of Council so as to best prevent bed erosion and scour. They shall have a maximum longitudinal grade of 0.5 percent and be topsoiled and grassed and vegetated with species of local provenance and maintained by the applicant for a period of twelve (12) months. Erosion management shall be integrated into the design to cover both the permanent and establishment period. Gradients perpendicular to the flow alignment should have a maximum gradient of 20 percent where banks are to be grassed.
  31. Public lighting within the proposed division shall comply with current AS1158, and shall use SA Power Networks (SAPN LED) approved poles and fittings. Light pole locations are not to interfere with existing and/or proposed infrastructure and are to comply with SAPN requirements. The lighting design shall incorporate the review and possible upgrading of existing lighting at new junctions with existing roads.
  32. All required kerb ramps shall be shown on the engineering plans and approved by Council prior to Section 138 clearance. The ramps shall be constructed to Council specifications.
  33. Concrete expose aggregate footpaths having a width of 1.2 metres for local roads, 1.5m for collector and 1.8m for distributor and secondary arterial roads shall be provided. Local roads shall have a footpath on at least one side located directly on the back of kerb with Bin Pads in accordance with Council's standard civil details.  
  
Collector, distributor and secondary arterial roads shall have footpaths located on both sides of the road offset from the back of kerb to a location acceptable by Council. Where footpaths are located on one side of the road, the side and location will be to the satisfaction of Council who will consider the future footpath network layout, likely pedestrian usage, common service trench location and street light location.
  34. All areas of open space and road reserve that will eventually become Council's responsibility at final completion shall be evenly graded and seeded with a dryland grass mix approved by Council, as a minimum requirement. The applicants are required to provide full design plans and maintenance details to Council.
  35. Maintenance periods for the applicant of any reserve or street trees and road verge treatments after practical completion of such works will be twelve (12) months.
  36. All road pavements shall be designed and constructed for the ultimate development capability of the land in the vicinity of the development. Design traffic shall allow for a 20 year design life including normal predicted road traffic, future road



construction/house construction traffic, and future potential bus routes. Pavement design for local roads shall be based on current edition of Austroads "Guide to Pavement Technology Part 2: Pavement Structural Design".

37. All roads shall be designed and constructed in a manner, which allows safe and convenient property access via individual driveways considering horizontal and vertical sight distance and grade. Batter grades to allotments shall not be steeper than 2.5 percent unless approved otherwise. Where batter grades and allotment grades are approved steeper than 1 in 5 or where sight distance is not adequate, a driveway design shall be provided demonstrating that safe and convenient property access can be provided. This shall comply with relevant Council and Australian standards.
38. 150mm barrier kerb in accordance with AS 2876-2000 is to be used for all kerbing work within the development unless otherwise agreed by Council.
39. Drainage calculations and design shall ensure:
  - a) The design provides for fully developed upstream catchment. The peak flow rate leaving the development should not exceed the pre development flow rates for minor (1 in 5 year ARI) and major (1 in 100 year ARI) storm events. In this case, detention volume shall be calculated for the gap flow between pre and post development peak flows. Detention basin shall be designed so that peak flow from the proposed development up to 1 in 100 year ARI does not exceed the existing peak flow from the site. Peak flows (pre and post development) are to be calculated using same methodology.
  - b) All properties are protected from a 1 in 100-year ARI storm. Secondary protection (major flow) drainage flow path is to be provided along public land (ie roadway or drainage reserve) allowing a surcharge due to 50 percent blockage of the sag pits and 20 percent blockage on the grade pits. Major flow is not to exceed the top of any kerb parallel to the direction of flow. Where one way cross fall is provided, flows must be modelled on this basis. Drainage calculations and modelling method shall be agreed to and approved by Council's Stormwater Engineer prior to engineering approval.
  - c) Drainage calculations and modelling method should consider the ultimate, (maximum density) development case. Hydrologic and hydraulic calculations are to be undertaken using DRAINS and stormwater quality modelling is to be undertaken using MUSIC. The minimum impervious area of 75 percent and pervious area of 25 percent for each allotment unless it is demonstrated. All parameters for DRAINS and MUSIC models shall comply with Council's Stormwater Management Design Guide.
  - d) Watercourses, open drains and flow path are to be aligned such that they are free flowing and free of obstructions, and located on public road, open space, drainage reserve or easements. Where an overland flow is proposed along an easement, a Land Management Agreement shall be put in place to prevent the use of the land for any other purpose and to prevent obstruction of the flow path by fencing and retaining works.
  - e) Local underground drainage systems have the capacity to convey peak flow rates resulting from a minor storm event with the hydraulic grade line being no closer than 150 mm from the water table level.
  - f) Local underground drainage for local roads on all residential area roads accommodates a minimum of the flows resulting in 1 in 5 year ARI storm with the hydraulic grade line being no closer than 150mm from pit openings. Underground drainage on all collector or distributor roads shall accommodate a minimum of the flows resulting in a 1 in 10 year ARI storm with the hydraulic grade line being no closer than 150mm from pit openings.
  - g) At a sag point the underground drainage accommodates a minimum of the flows resulting from a minor recurrence interval storm (ARI) with 50 percent blockage provided there is a defined overland path for the gap flow to flows from a 100-year ARI storm. If there is not defined overland flow path then the underground drainage accommodates the flows resulting from a 100-year ARI storm.
  - h) Rear of allotment underground drainage is required where driveways, paved areas and houses will not drain to the street. Rear of allotment drainage is to accommodate a 100 year ARI storm from the potential impervious areas of the allotment unless there is an overland flow path provided. Minimum pipe size for rear of allotment drainage shall be 150mm diameter sewer heavy class or Fibre Reinforced Concrete (FRC) pipe. Where required by Council, rear of allotment underground drains shall be incorporated in easements. Where more than one allotment is served by the rear of allotment drain segment, the easement shall be in favour of Council. Where only one allotment is serviced, the easement shall be between landholders.
  - i) A minimum pipe size of 375mm Reinforced Concrete Pipe (RCP) is to be adopted for all road drainage. The minimum pipe grade is 0.5 percent unless otherwise approved. Pipes used in network and trunk drainage shall be reinforced Concrete Pipe (RCP) with rubber ring joints and a minimum strength class 2, appropriate for the conditions. The pipes and their installation shall comply with the requirements of current Council Standard details and with the Council's Approval Conditions.
  - j) Stormwater pipe installation shall comply with the requirement of current Australian Standard AS/NZS 3725.
  - k) Front of allotment drainage is provided along all one-way cross-fall roads and flush kerb roadways.
  - l) Design calculations shall include:
    - a plot of the peak hydraulic grade line for the minor storm event;
    - a check of flow widths and flows across junctions as stipulated in Council's Stormwater Management Design Guide; and
    - a check of road flow capacity and overland flow path capacity (if any) based on full road cross section to confirm 1 in 100 year ARI flows are contained within the road reserve.
  - m) Junction boxes shall be provided:

- on all drainage lines at all changes in alignment and grade;
  - at a maximum spacing of 80 m for up to diameter 450 mm pipe; and at a maximum spacing of 100 m for diameter 525 mm or more.
- n) Detention systems shall have a minimum orifice opening of 150 mm (at the outlet or within the basin) in diameter, where an orifice plate is provided:
- the structure should be secured to prevent illegal access;
  - the plate shall be fixed so that it can be removed;
  - clear, safe, all weather access for emergency and routine clearing must be provided;
  - a debris protection screen in front of the outlet is required; and
  - a gross pollutant trap is required upstream of the orifice plate, to remove gross pollutants and reduce the risk of blockage, if the orifice diameter is less than 375 mm.
40. Unless otherwise approved by Council, all Side Entry Pits shall be double chamber units compliant with current Council standard details SD-206 and 207. Side Entry Pits shall be set in a concrete lintel frame having Terra Firma Lids with 2 x Bianco Class B lock down covers. The colour of the lid should be approved by Council.
41. Unless otherwise approved, a system to improve stormwater quality using an appropriate water quality improvement treatment train in accordance with the principles in "Water Sensitive Design Technical Manual for the Greater Adelaide region", shall be provided and constructed in a location and of a design to the reasonable satisfaction of Council to ensure that pollutants are trapped prior to exiting the site or entering the natural watercourse. The parameters shall comply with Council's Stormwater Management Design Guide.
42. Water quality in outflows from new development shall have load reduction (when compared to untreated Stormwater outflows) improvement equivalent to:
- 80 percent reduction in total suspended solids (TSS);
  - 60 percent reduction in total phosphorous (TP);
  - 45 percent reduction in total nitrogen (TN); and
  - 90 percent reduction in Gross Pollutant (Gross Pollutant).
43. Water quality modelling is required to be undertaken based on the works proposed. A MUSIC model is required for the proposed water quality treatment train in order to achieve the Council water quality target requirements. The water quality improvement performance must be demonstrated using MUSIC version 6 or the latest (for each stage, if a staged division). Water quality calculations are to be carried out by a qualified engineer as per the guidelines given in Australian Water Quality and Runoff.
44. The rainfall and evaporation data recommended for MUSIC modelling within the City of Onkaparinga is the Noarlunga Weather Station, station number 023885. Council requires all stormwater quality modelling to use the Noarlunga Weather Station 6-minute rainfall data. A modelling period of 01/01/2005 to 01/10/2009 is available from Council. You are required to contact Council to obtain the MUSIC model meteorological template file (.mlb extension).
45. At practical and final completion the contractor shall remove all accumulated sediment and litter material from the permanent drainage infrastructure. At final completion the contractor shall provide adequate testing results to demonstrate that filter media in any biofiltration systems is fit for purpose and complies with the approved specification. In relation to biofiltration systems, temporary protective layers must be installed and left in place throughout the allotment building phase to ensure sediment laden waters do not clog the filtration media and building traffic does not enter the biofiltration system.
46. At practical completion the contractor shall arrange for a video survey of all stormwater pipes and make a copy of the video plus associated written report available to Council. A further video survey shall be undertaken by the contractor if considered reasonably necessary by Council to demonstrate that identified defects in the pipe system have been satisfactorily repaired or where siltation may have occurred as result of applicant failing to maintain required SEDMP measures. The videos and accompanying reports shall be provided in a format to be approved by Council.
47. All underground drainage in land not owned by Council is required in easements. Where the drain services one allotment only the easement is to be in the name of the allotment it services. In other cases the easements shall be in the name of the Council and shall be a minimum of 3 metres wide with a minimum of 1.0 metre clearance from the edge of the pipe to the easement boundary, and at no cost to the Council and shall connect to public land. Depth of pipes in easements is to be limited to 1.5m, unless exceptional circumstances require otherwise. Where depth exceeds 1.5m the easement width shall be increased proportionately on a 1:2 (depth to easement width basis).
48. Open drains, modified watercourses, detention basins and retention basins shall be designed and constructed to the reasonable satisfaction of Council so as to best prevent bed erosion and scour. They shall have a maximum longitudinal grade of 0.5 percent and be top soiled and grassed and vegetated with species of local provenance and maintained by the applicant for a period of twelve (12) months. Erosion management shall be integrated into the design to cover both the permanent and establishment period. Gradients perpendicular to the flow alignment should have a maximum gradient of 20 percent where banks are to be grassed.

49. Groundwater must not be abstracted for use without appropriate assessment by an experienced and qualified environmental auditor.
50. If observations are made during earthworks which are in addition or different to those reported in the Environmental Soil Assessment undertaken by AM Environmental Consulting (dated 1 June 2018), these items should be considered further by an experienced and qualified environmental auditor.

#### **ADVISORY NOTES:**

- a) This Development Plan Consent and Land Division Consent will expire after ten (10) years from the date of this Notification, unless these Consents have been extended by the SPC.
- b) The applicant has a right of appeal against the conditions which have been imposed on this Development Plan Consent. Such an appeal must be lodged at the Environment, Resources and Development Court within 2 months from the day of receiving this notice or such longer time as the Court may allow. The applicant is asked to contact the Court if wishing to appeal. The Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide (telephone number 8204 0289).

#### Department for Environment and Water Advisory Notes

- c) Any clearance of native vegetation will require an application to the Native Vegetation Council in accordance with Regulation 12 (35) of the *Native Vegetation Regulations 2017*. Refer to the Native Vegetation Council publication [Guide to the Native Vegetation Regulations 2017](https://www.environment.sa.gov.au/files/sharedassets/public/native_veg/guide-to-native-vegetation-regulations-2017-req.pdf) (at [https://www.environment.sa.gov.au/files/sharedassets/public/native\\_veg/guide-to-native-vegetation-regulations-2017-req.pdf](https://www.environment.sa.gov.au/files/sharedassets/public/native_veg/guide-to-native-vegetation-regulations-2017-req.pdf)) for further detail regarding the associated "Pathway 4 Risk Assessment" and \$500 payment into the Native Vegetation Fund.
- d) The applicant should be aware that the proposed wetlands in the Onkaparinga River Recreation Park are close to an endangered plant population named *Maireana decalvans*, or Black Cotton-bush. The applicant is encouraged to work collaboratively with the City of Onkaparinga, the National Parks and Wildlife Service, and Green Adelaide to ensure that during the proposed construction of the wetlands:
  - the endangered Black Cotton-bush population is identified, isolated from damage by machinery, and not encroached upon by follow-up restoration/revegetation; and
  - there are minimal impacts to the remnant sedgeland and more recent plantings undertaken by Green Adelaide and the City of Onkaparinga in consultation with representatives of the Kaurna people.
- e) Any changes to the proposal for which planning consent is sought or granted may give rise to heritage impacts requiring further consultation with the Department for Environment and Water, or an additional referral to the Minister for Environment and Water. Such changes would include for example (a) an application to vary the planning consent, or (b) Building Rules documentation that incorporates differences from the proposal as documented in the planning application.
- f) If an archaeological artefact believed to be of heritage significance is encountered during excavation works, disturbance in the vicinity shall cease and the SA Heritage Council shall be notified in accordance with the *Heritage Places Act 1993*. Where it is known in advance (or there is reasonable cause to suspect) that significant archaeological artefacts may be encountered, a permit is required prior to commencing excavation works. For further information, contact the Department for Environment and Water.
- g) If Aboriginal sites, objects or remains are discovered during excavation works, the Aboriginal Heritage Branch of the Aboriginal Affairs and Reconciliation Division of the Department of the Premier and Cabinet (as delegate of the Minister) should be notified in accordance with under Section 20 of the *Aboriginal Heritage Act 1998*.

#### SA Power Networks Advisory Note

- h) No buildings or permanent structures are permitted on Easement A, which accommodates 11,000 volt underground cables. SA Power Networks assumes that the developer will contact them, as needed, to arrange electrical supply to this development. Any new infrastructure installed will require easements to be created.

#### City of Onkaparinga (Council) Advisory Notes

- i) You are advised that following compliance with Council's conditions, the SPC will be notified that the Council has no objection to the issue of the Certificate of Approval.
- j) Any site works commenced prior to the formal approval of all engineering details by Council shall be at the applicant's own risk. Council must be notified 24 hours prior to the commencement of each stage of construction.
- k) Any landscaping carried out in an open space or road reserve should be in accordance with the following guidelines:

##### City of Onkaparinga Guidelines

- Road Verge Landscaping Guidelines;
- Landscape Framework;



- Urban Design Guidelines; and
- Council's Maintenance Classifications.

Other Guidelines

- All bicycle related facilities (shared paths, signage, bike parking etc) to be designed in accordance with AUSROAD 14; and
  - All landscape designs should follow the principles of Crime Prevention through Environmental Design (CPTED).
- l) If the applicant intends to undertake landscaping of the development (or part of) to a higher standard than dryland grass they shall provide plans to Council for approval. Landscape standards will be provided by Council. Details to be submitted shall include the following.

Landscape design plans, including:

- planting and construction details; and
- schedule of proposed species including installed sizes.

Landscape specifications including:

- specifications for street furniture, lighting, paving, playgrounds and other structures;
- maintenance program for landscaping works;
- proposed schedule of inspections/hold points for planting set-out, irrigation, paving and street furniture set-out during construction;
- schedule of inspections during maintenance period (minimum 4); and
- irrigation plans and specification shall be provided for approval.

- m) The applicant is reminded of their obligations under the *Local Nuisance and Litter Control Act 2016* in regard to the appropriate management of environmental impacts and matters of local nuisance. For further information about appropriate management of development sites, please contact the Council on (08) 8384 0666 or email [mail@onkaparinga.sa.gov.au](mailto:mail@onkaparinga.sa.gov.au).
- n) Prior to construction commencing, a Construction Environment Management Plan (CEMP) must be prepared and submitted to the reasonable satisfaction of the Council. The CEMP must address the mitigation of noise and air quality impacts during the construction phase and be implemented during construction.
- o) A final Soil Erosion and Drainage Management Plan (SEDMP) should be prepared and implemented in accordance with the Stormwater Pollution Prevention: Code of Practice for the Building and Construction Industry to prevent soil and pollutants leaving the site or entering watercourses during development of the site and construction of dwellings. This SEDMP should include elements such as:
- The installation of a shaker pad at the entrance/exit to the development site;
  - Avoiding unnecessary cut and fill and unnecessary clearing of vegetation; and
  - Protecting exposed soil through temporary vegetation or jute matting, hay bales or silt fences, and fencing and containing of stockpiles.
- p) The applicant is to contact Council's Property Transaction team to arrange for a permit prior to commencing any construction activities on Council land.
- q) Construction activities must be undertaken in accordance with Division 1 of Part 6 of the Environment Protection (Noise) Policy 2007 at all times. Further information can be found at: [http://www.epa.sa.gov.au/environmental\\_info/noise](http://www.epa.sa.gov.au/environmental_info/noise)

Environment Protection Authority Advisory Notes

- r) The applicant is reminded of its general environmental duty, as required by Section 25 of the *Environment Protection Act 1993*, to take all reasonable and practicable measures to ensure that the activities on the whole site, including during construction, do not pollute the environment in a way which causes or may cause environmental harm.
- s) EPA information sheets, guidelines documents, codes of practice, technical bulletins etc can be accessed on the following web site: <http://www.epa.sa.gov.au>

Country Fire Service Advisory Note

- t) Establishment of a 20 metre-wide fuel-reduced buffer zone is recommended around the perimeter of all reserves to be developed or hazardous vegetation on adjacent land to the north east and north. The buffer zone should contain grassland or similar vegetation, cleared of obstructions to allow mechanical slashing in order to reduce the vegetation to a maximum height of 10 centimetres for the duration of the Fire Danger Season.



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

### **Development Act 1993 (repealed)**

#### *Section 50(1)*

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

#### *Section 50(2)*

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

#### *Section 55*

Order to remove or perform work NO

#### *Section 56*

Notice to complete development NO

#### *Section 57*

Land management agreement NO

#### *Section 69*

Emergency order NO

#### *Section 71 (only)*

Fire safety notice NO

#### *Section 84*

Enforcement notice NO

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

Enforcement Order NO

#### *Part 11 Division 2*

Proceedings NO

### **Fire and Emergency Services Act 2005**

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

Notice NO

#### *Section 56 (repealed)*

Notice issued NO

### **Food Act 2001**

#### *Section 44*

Improvement notice issued against the land NO

#### *Section 46*

Prohibition order NO

### **Housing Improvement Act 1940 (repealed)**

#### *Section 23*

Declaration that house is undesirable or unfit for human habitation NO

### **Land Acquisition Act 1969**

#### *Section 10*

Notice of intention to acquire NO

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

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

## **Local Government Act 1999**

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

Refer to separate attachment for Rates and Charges

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

### *Section 30*

Nuisance or litter abatement notice issued against the land NO

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

### *Section 139*

Notice of proposed work and notice may require access NO

### *Section 140*

Notice requesting access NO

### *Section 141*

Order to remove or perform work NO

### *Section 142*

Notice to complete development NO

### *Section 155*

Emergency order NO

### *Section 157*

Fire safety notice NO

### *Section 192 or 193*

Land Management Agreements NO

### *Section 198(1)*

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

### *Section 198(2)*

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

### *Part 16 - Division 1*

Proceedings NO

### *Section 213*

Enforcement notice NO

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

Enforcement order NO

## **Public and Environmental Health Act 1987 (repealed)**

### *Part 3*

Notice NO

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

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

NO

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

NO

## **South Australian Public Health Act 2011**

*Section 92*

Notice

NO

*South Australian Public Health (Wastewater) Regulations 2013*

NO

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

## **Particulars of building indemnity insurance**

YES

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

## Building Indemnity Insurance Certificate of Insurance

Policy Number 620077461BWI-371

QBE Insurance (Australia) Ltd  
389 Collins St  
Docklands VIC 3000  
Phone: (03) 9246 2666  
Fax: (03) 9246 2611  
ABN: 78 003 191 035  
AFS License No: 239545



CSA SPEC SALE  
C/- S SAMS HICKINBOTHAM  
25 NORTH TERRACE HACKNEY  
5069

**Name of intermediary**  
ARTHUR J. GALLAGHER & CO (AUS)  
P O BOX 10016  
ADELAIDE B C S A 5000

**Account number**  
62BWOAMPS  
**Date issued**  
11/10/2022

### Policy schedule details

#### Certificate in respect of insurance

Domestic Building Contract

A contract of insurance complying with the Building Work Contractors Act 1995 and Regulations has been issued by QBE Insurance (Australia) Limited ABN 78 003 191 035, in respect of the Domestic Building Work as described in the Schedule herein.

<b>In respect of</b>	NEW SINGLE DWELLING CONSTRUCTION CONTRACT
<b>At</b>	LOT 516, GREENFINCH GROVE PORT NOARLUNGA SOUTH SA 5167
<b>Carried out by</b>	BUILDER CONSTRUCTION SERVICES AUST PL ABN: 99 007 641 787
<b>Declared contract price</b>	\$239,326.00
<b>Contract date</b>	10/03/2022
<b>Builders registration no.</b>	BLD6969
<b>Building owner / Beneficiary</b>	CSA SPEC SALE

Subject to the Building Work Contractors Act 1995, Regulations and the conditions of the insurance contract, cover will be provided to the Building Owner named in the domestic building contract and to the successors in title to the Building Owner.

**For and behalf of** QBE Insurance (Australia) Limited.

#### IMPORTANT NOTICE:

This Certificate must be read in conjunction with the Policy Wording and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the statutory period of cover.

**To confirm the registration of this document, please visit the QBE Certificate Register via <https://www.qbe.com/au/home-insurance/builders-insurance>. By matching the details on this certificate with the details included in the register, it confirms your Certificate of Insurance was issued by QBE.**

## Particulars relating to environment protection

### *Further information held by council*

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

NO

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

### **Note –**

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

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

It should be noted that –

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

## General

### *Easement*

NO

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

Are you aware of any encroachment on the Council easement?

NO

### *Lease, agreement for lease, tenancy agreement or licence*

(The information does not include the information about sublease or subtenancy. The purchaser may seek that information from the lessee or tenant or sublessee or subtenant.)

NO

### *Caveat*

NO

## Other

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

NO

### **PLEASE NOTE:**

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

This statement is made the 26 August 2025

Thomas Caiapich  
(Acting) Team Leader Development Support

**AUTHORISED OFFICER**

# **ANNEXURE C**

COPY OF CERTIFICATE OF EMERGENCY SERVICES LEVY AND LAND TAX  
PAYABLE AND SA WATER CERTIFICATE OF WATER AND SEWER CHARGES &  
ENCUMBRANCE INFORMATION



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: 2706053

DATE OF ISSUE

27/08/2025

REALTY SETTLEMENTS PTY LTD  
T/A LIEDIG & ASSOCIATES  
ATT: WILL BADGE  
POST OFFICE BOX 491  
ST AGNES SA 5097

**ENQUIRIES:**

Tel: (08) 8372 7534

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

**OWNERSHIP NUMBER**

18874435

**OWNERSHIP NAME**

Z J & H N FISHER

**PROPERTY DESCRIPTION**

19 GREENFINCH GR / PORT NOARLUNGA SOUTH SA 5167 / LT 516 D13

**ASSESSMENT NUMBER**

861425874\*

**TITLE REF.**

(A "+" indicates multiple titles)

CT 6291/966

**CAPITAL VALUE**

\$850,000.00

**AREA / FACTOR**

R4  
1.000

**LAND USE / FACTOR**

RE  
0.400

**LEVY DETAILS:**

**FINANCIAL YEAR**

2025-2026

**FIXED CHARGE**

\$ 50.00

**+ VARIABLE CHARGE**

\$ 287.60

**- REMISSION**

\$ 173.05

**- CONCESSION**

\$ 0.00

**+ ARREARS / - PAYMENTS**

\$ 0.00

**= AMOUNT PAYABLE**

\$ 164.55

**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**

25/11/2025



**Government of  
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



## CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

### PAYMENT REMITTANCE ADVICE

**OWNERSHIP NUMBER**

18874435

**OWNERSHIP NAME**

Z J & H N FISHER

**ASSESSMENT NUMBER**

861425874\*

**AMOUNT PAYABLE**

\$164.55

**AGENT NUMBER**

100018943

**AGENT NAME**

REALTY SETTLEMENTS PTY LTD T/A LIEDIG & ASSOCIATES

**EXPIRY DATE**

25/11/2025

+70071239170022> +001571+ <0550977088> <0000016455> +444+

**OFFICIAL: Sensitive**

**Please Note:**

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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




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

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

For more information:

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

**PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW**

 <p><b>Billers Code: 456285</b> <b>Ref: 7007123917</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: <a href="http://www.bpay.com.au">www.bpay.com.au</a> © Registered to BPAY Pty Ltd ABN 69 079 137 518</p>	 <p><b>To pay via the internet go to:</b> <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></p>	 <p>Send your cheque or money order, made payable to the <b>Community Emergency Services Fund</b>, along with this <b>Payment Remittance Advice</b> to: <b>Please refer below.</b> <b>Revenue SA</b> <b>Locked Bag 555</b> <b>ADELAIDE SA 5001</b></p>
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**ACTION REQUIRED:** In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.



**RevenueSA**

DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 865  
Land Tax Act 1936

# CERTIFICATE OF LAND TAX PAYABLE

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

PIR Reference No: 2706053

**DATE OF ISSUE**

27/08/2025

REALTY SETTLEMENTS PTY LTD  
T/A LIEDIG & ASSOCIATES  
ATT: WILL BADGE  
POST OFFICE BOX 491  
ST AGNES SA 5097

**ENQUIRIES:**

Tel: (08) 8372 7534

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

Z J &amp; H N FISHER

**FINANCIAL YEAR**

2025-2026

**PROPERTY DESCRIPTION**

19 GREENFINCH GR / PORT NOARLUNGA SOUTH SA 5167 / LT 516 D13

**ASSESSMENT NUMBER**

861425874\*

**TITLE REF.**

(A "+" indicates multiple titles)

CT 6291/966

**TAXABLE SITE VALUE**

\$345,000.00

**AREA**

0.0450 HA

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

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

**Please Note:**

If the Current Tax details above indicate a Nil amount, the property may be subject to an Exemption. This exemption should be validated prior to settlement. In order to ensure indemnity for the purchaser of this land, full payment of the amount payable is required:

**ON OR BEFORE****25/11/2025****Government of  
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

**RevenueSA**

DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

## CERTIFICATE OF LAND TAX PAYABLE

**PAYMENT REMITTANCE ADVICE**

**No payment is required on this Certificate**

**OFFICIAL: Sensitive**

**Please Note:**

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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




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

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

For more information:

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

**PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW**

 <b>Biller Code: 456293</b> <b>Ref: 7007123826</b>  Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: <a href="http://www.bpay.com.au">www.bpay.com.au</a> <small>© Registered to BPAY Pty Ltd ABN 69 079 137 518</small>	 <b>To pay via the internet go to:</b> <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a>	  Send your cheque or money order, made payable to the <b>Commissioner of State Taxation</b> , along with this <b>Payment Remittance Advice</b> to: <b>Please refer below.</b> <b>Revenue SA</b> <b>Locked Bag 555</b> <b>ADELAIDE SA 5001</b>
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**ACTION REQUIRED:** In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.

Account Number 861425874*	L.T.O Reference CT6291966	Date of issue 27/8/2025	Agent No. 716	Receipt No. 2706053
------------------------------	------------------------------	----------------------------	------------------	------------------------

HANS LIEDIG & ASSOC  
PO BOX 491  
ST AGNES SA 5097  
mail@hjl.com.au

Section 7/Elec

## Certificate of Water and Sewer Charges & Encumbrance Information

### Property details:

Customer: Z J & H N FISHER  
Location: 19 GREENFINCH GR PORT NOARLUNGA SOUTH LT516 D133159  
Description: 6HDGALF Capital \$ 850 000  
Value:  
Rating: Residential

### Periodic charges

Raised in current years to 30/6/2025

			\$
	Arrears as at: 30/6/2025	:	298.07
Water main available: 4/12/2023	Water rates	:	0.00
Sewer main available: 5/12/2023	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	:	298.07CR
	Balance outstanding	:	0.00

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

Next quarterly charges: Water supply: 82.30 Sewer: 125.38 Bill: 3/9/2025

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 28/05/2025.

MAINS WATER USE CHARGE of \$82.60 should be added to the Balance Outstanding above.

The property owner is currently using SA Water Corporation's direct debit system to pay water and sewer charges. Please advise the customer to make arrangements to cease the current direct debit payment method prior to property settlement.

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:  
Z J & H N FISHER

Water & Sewer Account  
Acct. No.: 861425874\*

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

Address:  
19 GREENFINCH GR PORT  
NOARLUNGA SOUTH LT516 D133159

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### Payment Options

**EFT**

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	861425874*



Biller code: 8888  
Ref: 86142587410

Telephone and Internet Banking — BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More information at [bpay.com.au](http://bpay.com.au)



Paying online

Pay online at [www.sawater.com.au/paynow](http://www.sawater.com.au/paynow) for a range of options. Have your account number and credit card details to hand.



Paying by phone

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

SA Water account number: 861425874\*



**Government of  
South Australia**

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

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

Our Ref: 738720  
Account No: 861425874\*  
Enquiries: TECHNICAL SERVICES INVESTIGATIONS  
Office Hours: 8:00am to 4:00pm  
Telephone: (08) 7424 1360  
Facsimile: (08) 7003 1360  
Date: 09/01/2024

HICKINBOTHAM DEVELOPMENTS SOUTH  
25 NORTH TCE  
HACKNEY SA 5069

### NOTICE OF RECYCLED WATER SUPPLY

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

19 GREENFINCH GR PORT NOARLUNGA SOUTH SA 5167

In accordance with the SA Water Standard Customer Contract SA Water may require you to conduct inspections and audits of your plumbing system on a five-yearly basis or at transfer of ownership.

If you are selling the property, prior to 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

# **ANNEXURE D**

COPY OF THE PROPERTY INTEREST REPORT WITH A TITLE AND VALUATION  
PACKAGE

# Property Interest Report

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

Title Reference	CT 6291/966	Reference No. 2706053
Registered Proprietors	Z J & H N*FISHER	Prepared 26/08/2025 13:59
Address of Property	19 GREENFINCH GROVE, PORT NOARLUNGA SOUTH, SA 5167	
Local Govt. Authority	CITY OF ONKAPARINGA	
Local Govt. Address	PO BOX 1 NOARLUNGA CENTRE SA 5168	

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

## Table of Particulars

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

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

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

### 1. General

- |     |  |  |
|-----|--|--|
| 1.1 | Mortgage of land<br><br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>  | Refer to the Certificate of Title  |
| 1.2 | Easement<br>(whether over the land or annexed to the land)<br><br>Note--"Easement" includes rights of way and party wall rights<br><br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>   | Refer to the Certificate of Title  |
| 1.3 | Restrictive covenant<br><br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>  | Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance |
| 1.4 | Lease, agreement for lease, tenancy agreement or licence<br>(The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)<br><br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title<br><br>also<br><br>Contact the vendor for these details    |
| 1.5 | Caveat   | Refer to the Certificate of Title  |
| 1.6 | Lien or notice of a lien   | Refer to the Certificate of Title  |

### 2. Aboriginal Heritage Act 1988

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



an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

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

- 3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

- 4.1 section 5 - Notice requiring payment

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

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

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

- 5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

- 5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

- 5.6 section 57 - Land management agreement

Refer to the Certificate of Title

- 5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

- 5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

- 5.9 section 71 - Fire safety notice

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

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

## 6. Repealed Act conditions

6.1	Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1966</i> (repealed)  <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title  also  Contact the Local Government Authority for other details that might apply
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## 7. Emergency Services Funding Act 1998

7.1	section 16 - Notice to pay levy	<b>An Emergency Services Levy Certificate will be forwarded.</b> <b>If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.</b>  <b>Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates</b> <b><a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></b>
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## 8. Environment Protection Act 1993

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

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

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

## **17. *Land Acquisition Act 1969***

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

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

Act

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

## **19. *Land Tax Act 1936***

- |      |   |   |
|------|---|---|
| 19.1 | Notice, order or demand for payment of land tax | <b>A Land Tax Certificate will be forwarded.</b><br><b>If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.</b><br><br><b>Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates</b><br><b><a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></b> |
|------|---|---|

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

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

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

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

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

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

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

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

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

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

24.9	Proclamation with respect to a private mine	Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title
<b>25. <i>Native Vegetation Act 1991</i></b>		
25.1	Part 4 Division 1 - Heritage agreement	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.2	section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.3	section 25D - Management agreement	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.4	Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation	DEW Native Vegetation has no record of any refusal or condition affecting this title
<b>26. <i>Natural Resources Management Act 2004 (repealed)</i></b>		
26.1	section 97 - Notice to pay levy in respect of costs of regional NRM board	The regional landscape board has no record of any notice affecting this title
26.2	section 123 - Notice to prepare an action plan for compliance with general statutory duty	The regional landscape board has no record of any notice affecting this title
26.3	section 134 - Notice to remove or modify a dam, embankment, wall or other obstruction or object	The regional landscape board has no record of any notice affecting this title
26.4	section 135 - Condition (that remains in force) of a permit	The regional landscape board has no record of any notice affecting this title
26.5	section 181 - Notice of instruction as to keeping or management of animal or plant	The regional landscape board has no record of any notice affecting this title
26.6	section 183 - Notice to prepare an action plan for the destruction or control of animals or plants	The regional landscape board has no record of any notice affecting this title
26.7	section 185 - Notice to pay costs of destruction or control of animals or plants on road reserve	The regional landscape board has no record of any notice affecting this title
26.8	section 187 - Notice requiring control or quarantine of animal or plant	The regional landscape board has no record of any notice affecting this title
26.9	section 193 - Protection order to secure compliance with specified provisions of the Act	The regional landscape board has no record of any order affecting this title
26.10	section 195 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act	The regional landscape board has no record of any order affecting this title
26.11	section 197 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act	The regional landscape board has no record of any authorisation affecting this title
<b>27. <i>Outback Communities (Administration and Management) Act 2009</i></b>		
27.1	section 21 - Notice of levy or contribution payable	Outback Communities Authority has no record affecting this title

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

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

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

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

has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

29.8 section 157 - Fire safety notice

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

also

Contact the Local Government Authority for other details that might apply

29.9 section 192 or 193 - Land management agreement

Refer to the Certificate of Title

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

29.12 Part 16 Division 1 - Proceedings

Contact the Local Government Authority for details relevant to this item

also

Contact the vendor for other details that might apply

29.13 section 213 - Enforcement notice

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

also

Contact the Local Government Authority for other details that might apply

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

Contact the Local Government Authority for details relevant to this item

also

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

### 30. *Plant Health Act 2009*

30.1 section 8 or 9 - Notice or order concerning pests

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

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

31.1 Part 3 - Notice

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply



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

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

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

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

### 34. ***Water Industry Act 2012***

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

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

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

### 36. ***Other charges***

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

## Other Particulars

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

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

## Additional Information

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

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

## Notices

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

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

#### Building restrictions

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

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

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

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

#### Statutory easements

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

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

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

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

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

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

#### ***Land Tax Act 1936 and Regulations thereunder***

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

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

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

Information should be obtained from:

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

#### ***Landscape South Australia 2019***

Water Resources Management - Taking of underground water

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

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

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

## Certificate of Title

**Title Reference** CT 6291/966  
**Status** CURRENT  
**Easement** NO  
**Owner Number** 18874435  
**Address for Notices** 19 GREENFINCH GR PORT NOARLUNGA SOUTH, SA 5167  
**Area** 450m<sup>2</sup> (CALCULATED)

## Estate Type

Fee Simple

## Registered Proprietor

HOLLY NARELLE FISHER  
ZACHARY JAMES FISHER  
OF 19 GREENFINCH GROVE PORT NOARLUNGA SOUTH SA 5167  
AS JOINT TENANTS

## Description of Land

ALLOTMENT 516 DEPOSITED PLAN 133159  
IN THE AREA NAMED PORT NOARLUNGA SOUTH  
HUNDRED OF WILLUNGA

## Last Sale Details

**Dealing Reference** TRANSFER (T) 14338054  
**Dealing Date** 13/08/2024  
**Sale Price** \$780,000  
**Sale Type** FULL VALUE / CONSIDERATION AND WHOLE OF LAND

## Constraints

### Encumbrances

Dealing Type	Dealing Number	Beneficiary
ENCUMBRANCE	14338055	HICKINBOTHAM HOMES PTY. LTD. (ACN: 007 618 797)
MORTGAGE	14338056	HERITAGE & PEOPLE'S CHOICE LTD. (ACN: 087 651 125)

### Stoppers

NIL

## Valuation Numbers

Valuation Number	Status	Property Location Address
861425874*	CURRENT	19 GREENFINCH GROVE, PORT NOARLUNGA SOUTH, SA 5167

## Notations

### Dealings Affecting Title

NIL

### Notations on Plan

NIL

### Registrar-General's Notes

NIL

### Administrative Interests

NIL

## Valuation Record

Valuation Number	861425874*
Type	Site & Capital Value
Date of Valuation	01/01/2025
Status	CURRENT
Operative From	01/07/2024
Property Location	19 GREENFINCH GROVE, PORT NOARLUNGA SOUTH, SA 5167
Local Government	ONKAPARINGA
Owner Names	ZACHARY JAMES FISHER HOLLY NARELLE FISHER
Owner Number	18874435
Address for Notices	19 GREENFINCH GR PORT NOARLUNGA SOUTH, SA 5167
Zone / Subzone	MPN - Master Planned Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1100 - House
Description	6HDGALF
Local Government Description	Residential

## Parcels

Plan/Parcel	Title Reference(s)
D133159 ALLOTMENT 516	CT 6291/966

## Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$345,000	\$850,000			
Previous	\$265,000	\$265,000			

## Building Details

<b>Valuation Number</b>	861425874*
<b>Building Style</b>	Conventional
<b>Year Built</b>	2023
<b>Building Condition</b>	Very Good
<b>Wall Construction</b>	Brick
<b>Roof Construction</b>	Colourbond
<b>Equivalent Main Area</b>	203 sqm
<b>Number of Main Rooms</b>	6

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

# **ANNEXURE E**

COPY OF THE ENCUMBRANCE (LAND TITLES OFFICE DEALING No.13338055)





ENCUMBRANCE

Responsible Subscriber: PEOPLE'S CHOICE CREDIT UNION (EL - PEXA) (E100182)  
Reference: Allotment 516 Greenf

ELN Lodgement Case ID: 1174649704  
ELN Workspace ID: 12064310

**PRIVACY COLLECTION STATEMENT:** The information in this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes. It may also be used for other authorised purposes in accordance with Government legislation and policy requirements.

ESTATE AND/OR INTEREST BEING ENCUMBERED

FEE SIMPLE

LAND DESCRIPTION

THE WHOLE OF THE LAND IN CT VOLUME 6291 FOLIO 966

**ENCUMBRANCER** (Full name and address)

HOLLY NARELLE FISHER OF 19 GREENFINCH GR PORT NOARLUNGA SOUTH SA 5167  
ZACHARY JAMES FISHER OF 19 GREENFINCH GR PORT NOARLUNGA SOUTH SA 5167

**ENCUMBRANCEE** (Full name, address and mode of holding)

HICKINBOTHAM HOMES PTY. LTD. ACN 007618797 OF 25 NORTH TCE HACKNEY SA 5069

THE ENCUMBRANCER ENCUMBERS THE ESTATE AND INTEREST IN THE LAND DESCRIBED FOR THE BENEFIT OF THE ENCUMBRANCEE WITH AN ANNUITY OR RENT CHARGE OF TEN CENTS (\$0.10) IF DEMANDED TO BE PAID TO THE ENCUMBRANCEE ANNUALLY AT THE TIMES AND IN THE MANNER FOLLOWING COMMENCING 13 AUGUST 2024 FOR A PERIOD OF 99 YEARS

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

TERMS AND CONDITIONS OF THIS ENCUMBRANCE

- (a) Document Reference
  - (b) Additional terms and conditions
- Refer to Covenants

DATED 13 AUGUST 2024

CERTIFICATION

**Encumbrancer**

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

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

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

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

Tamara Jasmine Evans

Practitioner Certifier

For: LIEDIG & ASSOCIATES

On behalf of: HOLLY NARELLE FISHER, ZACHARY JAMES FISHER

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**Encumbrancee**

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

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

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

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

Crystal Lynn Lever

Practitioner Certifier

For: OPTIMA CONVEYANCING SERVICES PTY. LTD.

On behalf of: HICKINBOTHAM HOMES PTY. LTD.

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This is a representation of an instrument that was electronically lodged

## COVENANTS

**IT IS COVENANTED** by the Owner and the Encumbrancee and with all other persons claiming under the Encumbrancee as purchasers of any land in the Development Zone as follows:

### 1. Interpretation

1.1 In this Encumbrance, the following definitions apply:

- 1.1.1 **Builder** means the builder approved by the Encumbrancee in accordance with the Design Guidelines;
- 1.1.2 **Development Zone** means the land delineated in the plan deposited in the Lands Titles Office numbered 133159 or, if a plan number has not been issued, the plan attached to this Encumbrance;
- 1.1.3 **Design Guidelines** means the design guidelines prepared by Land Australia on behalf of the Encumbrancee and provided to the Owner on or before the date of the grant of this Encumbrance, which set out the requirements for any development on the Land;
- 1.1.4 **Dwelling** means a dwelling, home, domicile or other form of residence;
- 1.1.5 **Land** means the land subject to this Encumbrance and includes any part of that land;
- 1.1.6 **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);
- 1.1.7 **Rent Charge** means the rent charge of 10 cents per annum described on page 1 of this Encumbrance.

1.2 In this Encumbrance, unless the context otherwise requires, a reference to:

- 1.2.1 any gender includes all genders;
- 1.2.2 the singular includes the plural and vice versa;
- 1.2.3 a person includes a body corporate and vice versa;
- 1.2.4 a party includes the heirs, executors, administrators, transferees, successors or assigns of that party;
- 1.2.5 the Encumbrancee includes all persons duly authorised by the Encumbrancee;
- 1.2.6 the construction of a Dwelling or building on the Land will not be deemed to have commenced until footings for the Dwelling or building have been completed in accordance with an approval given by the Encumbrancee under clause 4.1;

1.2.7 the completion of a Dwelling or building or similar expression used in this Encumbrance means that:

- (a) any building work is complete except for minor omissions and minor defects:
  - (i) which do not prevent the Dwelling or 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 Dwelling or building; and
- (b) all work on the external facade and other external surfaces of the Dwelling or building is complete and all defects and minor omissions have been rectified.

1.3 Nothing in this Encumbrance prejudices:

- 1.3.1 the entitlement of the Encumbrancee to all the powers, rights and remedies given to encumbrancees under statute law or common law; or
- 1.3.2 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).

1.4 The burden of proving compliance with the covenants in this Encumbrance lies with the Owner.

## **2. Rent Charge**

2.1 The Encumbrancer must pay the Rent Charge to the Encumbrancee on 30 June immediately following the grant of this Encumbrance and on each succeeding 30 June during the term of this Encumbrance, if payment is demanded by the Encumbrancee.

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

- 2.2.1 seek an injunction preventing or restraining any breach of the covenants in this Encumbrance; or
- 2.2.2 claim damages for any such breach.

## **3. Restriction on use**

3.1 Subject to clause 3.2, the Owner must not use the Land or cause or permit the Land to be used for any purpose other than a purpose provided for in the Design Guidelines.

3.2 Clause 3.1 does not apply where the Encumbrancee has given approval to the Owner to use the Land for a purpose other than a purpose provided for in the Design Guidelines.

## **4. Restriction on building**

4.1 The Owner must not:

- 4.1.1 erect a Dwelling, building or structure on the Land;

- 4.1.2 carry out any works or site works on the Land (including fencing, any excavation, any levelling or filling or any retaining wall or any driveway);
- 4.1.3 erect a fence or wall on the Land;
- 4.1.4 erect on the Land any external sign hoarding, tank, mast, pole, television antenna, satellite dish, radio aerial or air conditioner, either freestanding or fixed to any other building or structure;
- 4.1.5 erect or place on the Land any external floodlights or spotlights;
- 4.1.6 construct, designate or create a parking area on the Land or otherwise set aside any area of the Land for the parking of vehicles; or
- 4.1.7 carry out any landscaping or planting,  
except in accordance with plans and specifications that have received the prior written approval of the Encumbrancee and in accordance with any condition imposed by the Encumbrancee as part of any approval.
- 4.2 Without limiting clause 4.1, the Owner must not erect or permit to be erected upon the Land any Dwelling unless the Owner engages a Builder to construct the Dwelling and that Builder undertakes the works required for construction of the Dwelling.
- 4.3 The Owner must not cause, permit or suffer any person to do anything on the Land which would constitute a breach of clause 4.1 or 4.2 if the Owner did that same thing.
- 4.4 If the Encumbrancee wishes to do so, it may plant up to four trees in any position not more than two metres from the front boundary of the Land and the Owner shall not remove, cut down or prune any tree so planted or any existing tree over two metres in height on the Land so as to affect its viability and any tree so planted or any existing tree shall be protected, nurtured and maintained in good condition by the Owner. The Owner may not remove, cut down or prune any tree without the prior written approval of the Encumbrancee, unless there is a genuine emergency requiring the tree to be removed from the Land to prevent imminent damage to the Land or any buildings on the Land.
- 4.5 The Owner must not submit any plans of building works to the council for the area for its approval until it has obtained the approval of the Encumbrancee.
- 4.6 The Owner must not seek any approval, consent or authorisation for, or construct, more than one Dwelling on the Land, except for Ancillary Accommodation as defined in the Planning and Design Code promulgated pursuant to the *Planning, Development and Infrastructure Act 2016* (SA).

## **5. Approvals**

- 5.1 The Encumbrancee must not unreasonably refuse, withhold, delay or condition any approval or consent sought under clause 4 but a refusal, withholding, delay or condition is not unreasonable if (without limitation):
  - 5.1.1 a proposal as submitted is contrary to any provision in the Design Guidelines;
  - 5.1.2 a registered architect has certified that the proposed works do not conform with the general standards of design and planning of the development of other land within the Development Zone or that the proposed works are undesirable by reason of the effect they would have upon the development,

appearance, health or amenities of the neighbourhood or any part of it; or

- 5.1.3 a corporate member of the Planning Institute of Australia certifies that the proposed works would have any adverse effect upon the locality in which the Land is situated or upon any part of that locality.

## **6. Land Division restriction**

- 6.1 The Owner must not divide the Land under the *Real Property Act 1886*, the *Community Titles Act 1996* or any other similar current or future legislation except with the prior written approval of the Encumbrancee.
- 6.2 Clause 6.1 does not apply to the extent that the Design Guidelines specifically allow the Land to be divided.

## **7. Planning restriction**

- 7.1 The Owner must not cause, permit or suffer the Land to be used, improved or developed except in accordance with:
- 7.1.1 any applicable legislation relating to planning or zoning from time to time in force; and
- 7.1.2 the conditions of any consent authorisation or approval given by any council or other relevant planning authority in connection with the Land (whether or not the consent, authorisation or approval relates to any other land).
- 7.2 Any approval granted by the Encumbrancee does not constitute an agreement, acknowledgement or representation as to adequacy, suitability or fitness of the plans or specifications so approved, nor that the council for the area will grant any approval, consent or authorisation.
- 7.3 The Owner warrants that the Owner does not rely on the Encumbrancee's approval, whether for the purposes of planning or zoning laws or for any other reason.

## **~~8. No delay~~**

- ~~8.1 The Owner must not cause, permit or suffer:~~

- ~~8.1.1 without limiting clauses 8.1.2 to 8.1.4 (inclusive), commencement or completion of any works approved under clause 4 to be unduly delayed;~~
- ~~8.1.2 commencement of construction of any Dwelling approved by the Encumbrancee under clause 4 to be delayed for a period more than twelve (12) months after the date of this Encumbrance (or such other time frame as the Encumbrancee may approve in writing, acting reasonably);~~
- ~~8.1.3 the completion of construction of any Dwelling approved by the Encumbrancee under clause 4 to be delayed for more than twenty-four (24) months after the date of this Encumbrance (or such other time frame as the Encumbrancee may approve in writing, acting reasonably); and~~
- ~~8.1.4 the completion of any landscaping or planting approved under clause 4 (including an irrigation system) for any Dwelling to be delayed for more than six (6) months after the date of first occupancy or use of that same Dwelling.~~

- ~~8.2 Each of the periods specified in clauses 8.1.2 to 8.1.4 (inclusive) is subject to an extension for a period equal to the number of days that the Owner is prevented from~~

~~performing each of the obligations in such clauses as a direct result of causes outside of the Owner's reasonable control, provided always that the Owner has taken all reasonable steps to mitigate such causes of delay and in respect of which the Owner bears the burden of proof.~~

## **9. ~~Vendor buy back~~**

~~If the construction of a Dwelling approved by the Encumbrancee in accordance with clause 4 is not commenced on the Land before the expiry of the time limit stated in clause 8.1.2 or if any Dwelling is not completed before expiry of the time limit in clause 8.1.3, then the following provisions will apply:~~

- ~~9.1 the Encumbrancee may request at any time after the expiry of the relevant time limit but prior to the commencement of construction, or completion of construction (whichever is applicable) that the Owner transfer the Land to the Encumbrancee or its nominee;~~
- ~~9.2 subject to clause 10, the price for the transfer of the Land is the sale price of the Land to the Owner adjusted in accordance with clause 9.5;~~
- ~~9.3 the Owner must, not later than one (1) calendar month after the date of a request under clause 9.1 transfer the estate in fee simple in the Land in accordance with the request, subject only to this Encumbrance;~~
- ~~9.4 the Owner must promptly execute all relevant documentation submitted to it by the Encumbrancee for the purpose of giving effect to the transfer;~~
- ~~9.5 rates, taxes and all other outgoings relating to the Land will be adjusted to the date of settlement of the transfer. All reasonable costs incurred by the Encumbrancee or its nominee in enforcing its rights under this Encumbrance, and in connection with the transfer, will be borne by the Owner and the sale price adjusted accordingly including legal, conveyancing, and any other consultant or professional costs incurred by or on behalf of the Encumbrancee or its nominee on a full indemnity basis and all Lands Titles Office fees and taxes and levies incurred in connection with the transfer including stamp duty;~~
- ~~9.6 the price fixed by the Encumbrancee in accordance with this Encumbrance will be payable to the Owner on settlement;~~
- ~~9.7 the transfer will otherwise be on the terms and conditions of the standard Real Estate Institute of South Australia Residential Contract with no deposit payable by the Encumbrancee equal; and~~
- ~~9.8 notwithstanding any other provision of this Encumbrance, including without limitation this clause 9:
  - ~~9.8.1 the Encumbrancee must not request a transfer of the Land pursuant to clause 9.1 for a period of 120 days after a mortgagee notifies the Encumbrancee that the mortgagee has the right to exercise a power of sale pursuant to the *Real Property Act 1886* (SA);~~
  - ~~9.8.2 where the Land is proposed to be sold by a mortgagee exercising its power of sale under the *Real Property Act 1886* (SA), then before agreeing to sell the Land to a third party, the mortgagee must first make a written offer to the Encumbrancee for the Encumbrancee to purchase the Land (**Offer**) setting out:~~~~

~~(a) — the purchase price for the Land; and~~

~~(b) — other material terms for the purchase of the Land;~~

~~which offer may be accepted by the Encumbrancee within seven (7) days after receipt of the Offer, in which case the mortgagee and the Encumbrancee will be deemed to have entered into an agreement for the purchase of the Land on the terms of the Offer.~~

## **10. Compensation for works done**

10.1 If at the time of the Encumbrancee's request pursuant to clause 9.1, the Owner has commenced the construction of any Dwelling upon the Land, the sale price referred to under clause 9.2 is increased or decreased (as applicable) by an amount equal to the fair market value of the works completed in respect of that Dwelling at the date of that request:

10.1.1 to the extent such works may be used in the completion of the Dwelling in a manner compliant with the Design Guidelines; and

10.1.2 having regard to the nature and cost of further works (including without limitation removal or re-working of any works that have been commenced or completed) necessary for the Encumbrancee to complete the building in a manner compliant with the Design Guidelines,

and, for the avoidance of doubt, such fair market value may be a negative or a positive amount, having regard to the factors in clauses 10.1.1 and 10.1.2.

10.2 The fair market value of the works completed in respect of any such Dwelling will be determined by an independent quantity surveyor agreed between the Encumbrancee and the Encumbrancer (or in the absence of agreement, appointed at the request of the Encumbrancee by the then President of the South Australian Chapter of the Australian Institute of Quantity Surveyors) who:

10.2.1 is registered to practice in the City of Adelaide; and

10.2.2 has no less than five years' relevant experience immediately prior to the appointment.

10.3 The following provisions apply to the determination of the fair market value of the works by the appointed quantity surveyor:

10.3.1 the appointed quantity surveyor must:

(a) be an expert and not an arbitrator;

(b) seek, accept and give consideration to written submissions from or on behalf of the Encumbrancee and Owner;

(c) determine the fair market value of the works in accordance with clause 10.1; and

(d) provide the determination to the parties in writing, with reasons for the determination, within 30 days of appointment;

10.3.2 each party will bear its own costs and expenses in relation to the appointed quantity surveyor's determination;



- 10.3.3 the parties must pay in equal shares the appointed quantity surveyor's fees and expenses and costs of determination;
- 10.3.4 the provisions of the *Commercial Arbitration Act 1986* (SA) do not apply to the appointed quantity surveyor's determination; and
- 10.3.5 the determination of the appointed quantity surveyor is final and binding on the parties except where the determination contains manifest error.

**11. ~~No sale or lease prior to Dwelling completed~~**

- 11.1 ~~Subject to this clause and without limiting clause 16, the Owner must not lease or transfer the Land unless a Dwelling approved by the Encumbrancee under clause 4.1 has been completed upon the Land.~~
- 11.2 ~~If a Dwelling approved by the Encumbrancee under clause 4.1 has not been completed on the Land and the Owner desires to transfer the Land, then the following provisions will apply:~~
  - 11.2.1 ~~the Encumbrancee has a first right of refusal to re-purchase the Land, subject only to this Encumbrance, for a fixed price determined in the same manner as set out in clause 9.2 and clause 10 (as applicable);~~
  - 11.2.2 ~~at the time the Owner forms the intention to sell the Land but before the Owner enters into any binding contract with any third party to sell or to grant an option to sell or buy the Land the Owner is deemed under this document to make an irrevocable offer to the Encumbrancee to sell the Land to the Encumbrancee or its nominee, and the Owner must serve written notice of that offer on the Encumbrancee. The offer will irrevocably remain open for acceptance for one (1) calendar month after the date of service of the offer on the Encumbrancee;~~
  - 11.2.3 ~~if the Encumbrancee or its nominee accepts the offer then:~~
    - (a) ~~the Owner must sell the Land to the Encumbrancee or its nominee upon the terms stated in this clause;~~
    - (b) ~~settlement will be effected within one calendar month from the date of acceptance;~~
    - (c) ~~the Owner must promptly execute all relevant documentation submitted to it by the Encumbrancee;~~
    - (d) ~~rates, taxes and all other outgoings relating to the Land will be adjusted to the date of settlement;~~
    - (e) ~~all of the Encumbrancee's and/or its nominee's reasonable costs in connection with the transfer will be borne by the Owner and the price will be adjusted at settlement accordingly (such costs include any legal, conveyancing, consultant or professional costs incurred by or on behalf of the Encumbrancee and/or its nominee on a full time indemnity basis and on Lands Titles Office fees, taxes and levies incurred in connection with the transfer including stamp duty;~~
    - (f) ~~the price fixed by the Encumbrancee will be payable on settlement; and~~
    - (g) ~~the transfer will otherwise be on the terms and conditions of the standard Real Estate Institute of South Australia Residential Contract~~

~~and the Encumbrancee or its nominee will not be required to pay a deposit;~~

~~11.2.4 until the expiry of the period stated in clause 11.2.2 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);~~

~~11.2.5 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.~~

~~11.3 The Owner must not advertise the Land for sale or lease unless the Owner has first complied with clause 11.2 and either the Encumbrancee or its nominee (if applicable) do not accept the Owner's offer to purchase the Land within the time permitted in that clause or the Encumbrancee or its nominee (if applicable) give notice to the Owner that it does not accept the Owner's offer under clause 11.2.~~

~~11.4 Notwithstanding clause 11.3, if the Owner advertises the Land for sale then the Owner's offer to sell the Land pursuant to the first right of refusal under clause 11.2 is deemed to have been made on the same terms set at in clause 11.2 except that the irrevocable offer does not close until three (3) calendar months after the date the advertisement was first published in any medium and the Owner must not enter into any binding agreement with any third party to sell the Land before expiry of that period.~~

~~11.5 The failure of the Encumbrancee or its nominee to accept any offer deemed under clause 11.4 does not limit any of the Encumbrancee's rights under this instrument or at law in connection with a breach by the Owner of clause 11.3.~~

## **12. Maintenance of landscaping, paving and parking areas**

The Owner must not allow the maintenance of the landscaping, paving and car parking areas on the Land to be undertaken at less than a high standard or, where the Design Guidelines specifies a standard, at less than the standard specified in the Design Guidelines.

## **13. Rates and Taxes**

13.1 The Owner will at all times pay and comply with all rates, taxes, charges, assessments, impositions, outgoings, liabilities, obligations and lawful requirements in respect of the Land.

13.2 On any default under this clause the Encumbrancee may satisfy or comply with the default and all reasonable costs and expenses incurred by the Encumbrancee in doing so shall be a debt due by the Owner to the Encumbrancee payable within 14 days of demand with interest until payment at 2% per annum above the last published BankSA Variable Business Loan Rate or, if such rate does not exist, at 10%.

13.3 Such debt and interest properly incurred on it may be deducted from any money otherwise payable to the Owner under this Encumbrance, with prior reasonable notice provided to the Owner by the Encumbrancee.

## **14. Notice to rectify breach**

14.1 The Encumbrancee, or a servant, agent or contractor of the Encumbrancee, may enter the Land at any time after giving at least five (5) days' prior notice to the Owner, for the purpose of inspecting the Land to determine whether any of the Owner's obligations under this Encumbrance have been breached. The Owner must not do, or

cause or permit the doing of, anything to obstruct or hinder such entry or inspection.

14.2 If:

14.2.1 the Encumbrancee serves a written notice upon the Owner specifying a breach of any of the Owner's obligations under clauses 2, 3, 4, 6, 7 or 12; and

14.2.2 the Owner fails to remedy the breach within a reasonable time from the date of service of the notice having regard to the nature of the breach,

then:

14.2.3 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 (acting reasonably); and

14.2.4 the Encumbrancee may recover from the Owner the reasonable costs incurred in remedying the breach as a debt due and payable.

## **15. Building scheme**

The Owner acknowledges for the Owner and its successors in title that:

15.1 the covenants in this Encumbrance are entered into and undertaken for the purposes of the Encumbrancee's scheme of development for the Land comprised in the Development Zone;

15.2 land in the Development Zone may be used for a variety of purposes, including residential only, commercial only and commercial mixed uses;

15.3 the Encumbrancee may reserve parts of the Land in the Development Zone to be used for a purpose to be determined by the Encumbrancee at a later date.

## **16. New encumbrance on every sale of Land**

16.1 Without limiting this Encumbrance, including its capacity to bind the Owner's successors in title, the Owner must not transfer the Land to any person unless the Owner has first procured the grant by the transferee of an encumbrance:

16.1.1 in the same form as this Encumbrance;

16.1.2 to the same effect as this Encumbrance;

16.1.3 which binds the transferee;

16.1.4 which is for the benefit of the Encumbrancee or its nominee and for the benefit of every other allotment within the Development Zone; and

16.1.5 which is registered on the Certificate of Title of the Land immediately after settlement of the transfer and in relation to any other instrument to be registered after the settlement of the transfer.

16.2 Subject to compliance with the terms of this Encumbrance, the Owner and its successors in title will be successively released and discharged from the payment of the Rent Charge and from the observance of the covenants and other stipulations contained and implied in this Encumbrance upon ceasing to be registered owner of the Land to the intent that the Rent Charge and covenants and stipulations of this

Encumbrance will be binding only upon the registered proprietor for time being of the Land.

**17. Service of notices**

17.1 A notice may be served on the Owner either:

17.1.1 by posting the notice in a prepaid envelope to the last known address of the Owner; or

17.1.2 if construction of a building on the Land has been completed, by leaving the notice at or attached to the building.

17.2 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.

17.3 A notice served by post is deemed to have been served three (3) business days after posting.

17.4 This clause 17 does not limit the manner in which service of notices may be effected at law.

**18. Costs**

The reasonable costs of the preparation, execution, stamping and registration of this Encumbrance and all stamp duties and registration fees payable on it shall be paid by the Owner.

**19. Encumbrance continues**

The covenants in this instrument forever run with and bind the Land and 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.

**20. Further covenants**

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

20.2 The Encumbrancee may from time to time modify waive or release any of the covenants and other stipulations expressed or implied in any Memorandum of Encumbrance or other instrument whatsoever relating to any other land in the Development Zone and whether they were entered into or imposed before or at the same time as or after the date of this Encumbrance and no such modification or waiver or release shall release the Owner or his successors in title from the covenants and other stipulations contained or implied in this Encumbrance.

20.3 The Encumbrancee will act in good faith in considering any request for modification, waiver or release.

20.4 The Encumbrancer acknowledges and agrees that the Encumbrancee will not be liable for any loss or damage suffered by the Encumbrancer for or on account of or in any way whatsoever arising out of or connected with any non-observance of, or any failure to enforce any provisions of this Encumbrance or of any other encumbrance over any land within the Development Zone

# ANNEXURE F

FORM R3 BUYERS INFORMATION NOTICE AND FIRE SAFETY INFORMATION

# Form R3

## Buyers information notice

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

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

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

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

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

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

### **Safety**

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

## **Enjoyment**

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- 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**

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

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

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

## **DOMESTIC SMOKE ALARMS SOUTH AUSTRALIAN LEGISLATION**

Since legislation is often written in language that is hard to understand, the following is a plain language interpretation of the legislative requirements.

### **What types of buildings are required to have smoke alarms?**

Regulation 76B of the Regulations under the Development Act, 1993 requires that smoke alarms complying with Australian Standard 3786 be fitted to all "Class 1 and 2 buildings."

Compliance with Australian Standard 3786 will be shown on the smoke alarm packaging.

"Class 1 and 2 buildings" means:

- Any single dwelling including detached houses or attached houses such as row houses, terrace houses, town houses, villa units, etc.
- A boarding house, guest house, hostel or the like with a total floor area not exceeding 300m<sup>2</sup> and in which not more than 12 persons would ordinarily be resident.  
Note: Larger buildings of these types will require a commercial type fire alarm system.
- Any building containing 2 or more *sole-occupancy units* each being a separate dwelling (ie. flats, motel units, apartments and the like) where the building is not required to be fitted with a commercial type fire alarm system.

### **New Buildings - Building Approval on or after 1<sup>st</sup> January 1995**

Since the 1<sup>st</sup> January 1995, smoke alarms have been required in all new homes in South Australia. These alarms must be hard wired to the 240 volt mains power supply unless the dwelling is not connected to such a supply. They should also be fitted with a battery to provide power in case of a supply failure. In dwellings not connected to mains power, the South Australian Metropolitan Fire Service (MFS) recommends the installation of smoke alarms powered by 10 year life, non-replaceable, non-removable, permanently connected batteries.



# Smoke Alarms – SA Legislation

## Existing Buildings – Building approval before 1<sup>st</sup> January 1995

### Change Of Ownership on or after 1<sup>st</sup> February 1998

From the 1<sup>st</sup> February 1998, if the land on which any building covered by this legislation is built undergoes a change of ownership (whether before or after 1<sup>st</sup> January 2000), the new owner must, within 6 months of title transfer, install smoke alarms either:

- hard wired to the 240 volt household power supply (unless the dwelling is not connected to such a supply); or
- powered by 10 year life, non-replaceable, non-removable, permanently connected batteries.

### No Change Of Ownership since 1<sup>st</sup> February 1998

All existing buildings to which this legislation applies, unless subject to other requirements listed above, must be fitted with smoke alarms by **1<sup>st</sup> January 2000**. These alarms may, as a minimum, be powered by a 9 volt battery.

## How many smoke alarms and where?

Every dwelling must be assessed individually to ensure that in the event of a fire occupants of every bedroom in the dwelling will receive an audible warning so that they may safely evacuate.

Some general considerations:

- The smoke alarms should be positioned to protect the escape routes from the bedrooms. In a passage way the alarm should be between the living area and the first bedroom.
- If bedrooms are located in separate parts of the dwelling the escape route from each sleeping area should be protected by at least one smoke alarm.
- If the dwelling is two- or multi-storeyed, in addition to the above considerations, smoke alarms should be located on each level in the vicinity of the stairs to ensure early warning of fire outbreak on a level not currently occupied.
- Where more than one smoke alarm is required, the MFS strongly recommends that they be *interconnected*. Interconnected alarms sound simultaneously when one of them senses smoke thus warning occupants in all parts of the dwelling.  
**Note:** Not all smoke alarms are interconnectable. Ensure that you buy interconnectable alarms for this purpose.

**For further advice ring the Community Safety Department 8204 3611**

**Country callers 1300 737 637**

**e-mail [communitysafety@samfs.sa.gov.au](mailto:communitysafety@samfs.sa.gov.au) or**

**visit our website [www.mfs.sa.gov.au](http://www.mfs.sa.gov.au)**

**or call in to 99 Wakefield Street, Adelaide during business hours.**