

FORM 1 - Vendor's Statement

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

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Preliminary

To the purchaser:

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

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

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

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

PART A – PARTIES AND LAND

1 Purchaser:

Address:

2 Purchaser's registered agent:

Address:

3 Vendor:

Linda Schulte and Graham Schulte

Address:

12 Cascabel Way, Noarlunga Downs SA 5168

4 Vendor's registered agent:

Magain Real Estate Happy Valley Pty Ltd T/A Magain Real Estate

Address:

Unit 2/32 Saltfleet Street Port Noarlunga SA 5167

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 land situated at 12 Cascabel Way, Noarlunga Downs SA 5168 and being whole of the land in Certificate of Title Volume 6049 Folio 113 and being whole of Allotment 613 on Deposited Plan 82562 in the Area named Noarlunga Downs in the Hundred of Noarlunga

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:

12 Cascabel Way, Noarlunga Downs SA 5168

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

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

scott@magain.com.au

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

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

Unit 2/32 Saltfleet Street Port Noarlunga SA 5167

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

Note–

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

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

5 – Effect of service

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

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

Proceeding with the purchase

If you wish to proceed with the purchase—

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

PART C – STATEMENT WITH RESPECT TO REQUIRED PARTICULARS

(section 7(1))

To the purchaser:

*I / ~~We~~,

Linda Schulte

of

12 Cascabel Way, Noarlunga Downs SA 5168

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*.

Signed:

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

(section 9)

To the purchaser:

I,

Scott McPharlin

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

Signed:



~~*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
1. General		
1.1 Mortgage of land	<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>	YES
	<i>Are there attachments?</i>	YES
	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	
	REFER ATTACHED CERTIFICATE OF TITLE	
	Number of mortgage (if registered):	
	11416137 AND 11596568	
	Name of mortgagee:	
	AUSTRALIA & NEW ZEALAND BANKING GROUP LTD.	
1.2 Easement (whether over the land or annexed to the land)	<i>Is this item applicable?</i>	<input type="checkbox"/>
	<i>Will this be discharged or satisfied prior to or at settlement?</i>	YES/NO
	<i>Are there attachments?</i>	YES/NO
<i>Note - "Easement" includes rights of way and party wall rights.</i>	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	
	Description of land subject to easement:	
<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Nature of easement:	
	Are you aware of any encroachment on the easement?	
	(If YES , give details):	
	If there is an encroachment, has approval for the encroachment been given?	
	(If YES , give details):	
1.3 Restrictive covenant	<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>	NO
	<i>Are there attachments?</i>	YES
	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	
	REFER ATTACHED CERTIFICATE OF TITLE AND COPY OF ENCUMBRANCE E 11416136	
	Nature of restrictive covenant:	
	REFER ATTACHED CERTIFICATE OF TITLE AND COPY OF ENCUMBRANCE E 11416136	
	Name of person in whose favour restrictive covenant operates:	
	AVJENNINGS PROPERTIES LTD.	
	Does the restrictive covenant affect the whole of the land being acquired?	
	YES	
	(If NO , give details):	
	Does the restrictive covenant affect land other than that being acquired?	
	NO	

Column 1	Column 2	Column 3
1.4 Lease, agreement for lease, tenancy agreement or licence (The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.) [Note - <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> 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
5. Development Act 1993 (repealed)		
5.1 section 42 - Condition (that continues to apply) of a development authorisation [Note - <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> REFER ATTACHED COUNCIL SEARCH APPLICATION NO.145/3323/2010 TO WSOTREY DETACHED DWELLING WITH GARAGE APPROVED 24/03/2011 APPLICATION NO.145/801/2018 SWIMMING POOL AND SAFETY FENCE APPROVED 16/04/2018 Condition(s) of authorisation: REFER ATTACHED COUNCIL SEARCH	<input checked="" type="checkbox"/> NO YES
5.6 section 57 - Land management agreement	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> REFER ATTACHED COPY OF LAND MANAGEMENT AGREEMENT AG 10477172 Date of agreement: 22/6/2006 Names of parties: REFER ATTACHED COPY OF LAND MANAGEMENT AGREEMENT AG 10477172 Terms of agreement: REFER ATTACHED COPY OF LAND MANAGEMENT AGREEMENT AG 10477172	<input checked="" type="checkbox"/> NO YES

Column 1	Column 2	Column 3
6. Repealed Act conditions		
6.1 Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1967</i> (repealed)	<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>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Nature of condition(s):</p>	<div style="text-align: right;"> <input type="checkbox"/> YES/NO YES/NO </div>
<p><i>[Note -</i> Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</p>		
21. Local Government Act 1999		
21.1 Notice, order, declaration, charge, claim or demand given or made under the Act	<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>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>REFER ATTACHED LOCAL GOVERNMENT RATES SEARCH</p> <p>Date of notice, order etc:</p> <p>13/01/2026</p> <p>Name of council by which, or person by whom, notice, order etc is given or made:</p> <p>CITY OF ONKAPARINGA COUNCIL</p> <p>Land subject thereto:</p> <p>CT 6049/113</p> <p>Nature of requirements contained in notice, order etc:</p> <p>GENERAL RATES 2025-2026 FINANCIAL YEAR</p> <p>Time for carrying out requirements:</p> <p>2025-2026 FINANCIAL YEAR</p> <p>Amount payable (if any):</p> <p>\$785.00</p>	<div style="text-align: right;"> <input checked="" type="checkbox"/> YES YES </div>
29. Planning, Development and Infrastructure Act 2016		
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>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>REFER ATTACHED CERTIFICATE OF TITLE, PROPERTY INTEREST REPORT AND COUNCIL SEARCHES</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>ZONED GN GENERAL NEIGHBOURHOOD TO THE CITY OF ONKAPARINGA COUNCIL AREA</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>Note-</p> <p>For further information about the Planning and Design Code visit https://code.plan.sa.gov.au.</p>	<div style="text-align: right;"> <input checked="" type="checkbox"/> NO YES </div>
<p><i>[Note -</i> Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</p>		

Column 1	Column 2	Column 3
29.2	<p>section 127 - Condition (that continues to apply) of a development authorisation</p> <p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Date of authorisation:</p> <p>Name of relevant authority that granted authorisation:</p> <p>Condition(s) of authorisation:</p>	<div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div> <p>YES/NO</p> <p>YES/NO</p>
<p>[Note -</p> <p><i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	N/A	

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 11 inclusive, together with the following annexures and supporting documents (if any):

FORM 3 Buyers Information Notice

CERTIFICATE(S) OF TITLE

R3 - BUYERS INFORMATION NOTICE

PROPERTY INTEREST REPORT

SA WATER CERTIFICATE

CERTIFICATE OF LAND TAX PAYABLE

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

LOCAL GOVERNMENT RATES SEARCH

LOCAL GOVERNMENT PROPERTY INFORMATION & PARTICULARS

COPY OF LAND MANAGEMENT AGREEMENT AG-10477172

COPY OF ENCUMBRANCE E-11416136

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.

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

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

Buyers information notice

Prescribed notice to be given to purchaser

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

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

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

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

Safety

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



Enjoyment

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

Value

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

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

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

REAL PROPERTY ACT, 1886



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 6049 Folio 113

Parent Title(s) CT 6025/348
Creating Dealing(s) RTU 11291964
Title Issued 10/12/2009 Edition 3 Edition Issued 29/06/2011

Estate Type

FEE SIMPLE

Registered Proprietor

GRAHAM JOHN SCHULTE
LINDA JUNE SCHULTE
OF 18 SHETLAND STREET WOODCROFT SA 5162
AS JOINT TENANTS

Description of Land

ALLOTMENT 613 DEPOSITED PLAN 82562
IN THE AREA NAMED NOARLUNGA DOWNS
HUNDRED OF NOARLUNGA

Easements

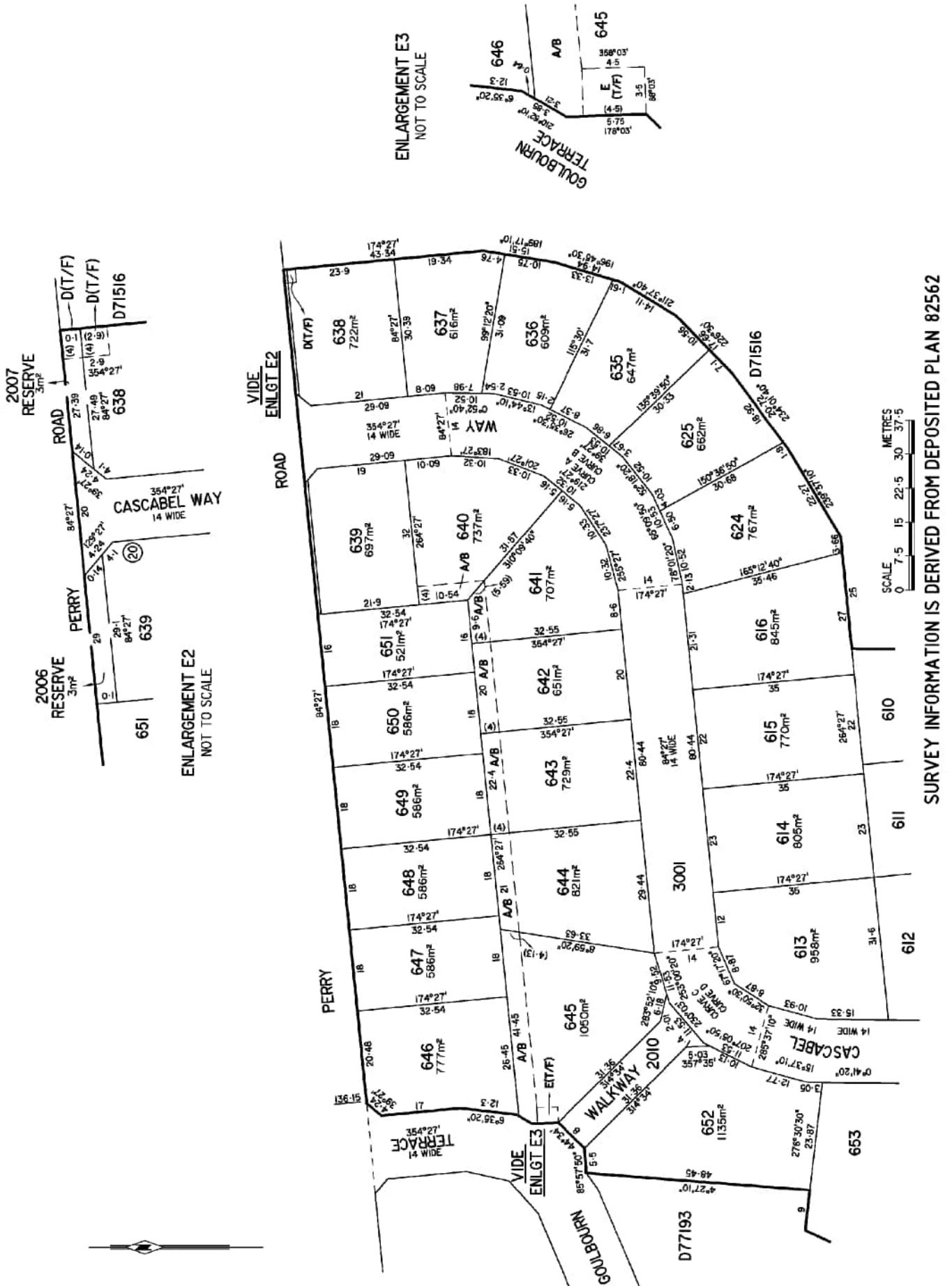
NIL

Schedule of Dealings

Dealing Number	Description
10477172	AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2)
11416136	ENCUMBRANCE TO AVJENNINGS PROPERTIES LTD.
11416137	MORTGAGE TO AUSTRALIA & NEW ZEALAND BANKING GROUP LTD.
11596568	MORTGAGE TO AUSTRALIA & NEW ZEALAND BANKING GROUP LTD.

Notations

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





ABN 19 040 349 865
Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

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

PIR Reference No: 2745504

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

DATE OF ISSUE

13/01/2026

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NUMBER

10834412

OWNERSHIP NAME

G J & L J SCHULTE

PROPERTY DESCRIPTION

12 CASCABEL WAY / NOARLUNGA DOWNS SA 5168 / LT 613 D82562

ASSESSMENT NUMBER

8622931009

TITLE REF.
(A "+" indicates multiple titles)

CT 6049/113

CAPITAL VALUE

\$1,375,000.00

AREA / FACTOR

R4
1.000

LAND USE / FACTOR

RE
0.400

LEVY DETAILS:

FINANCIAL YEAR

2025-2026

FIXED CHARGE

+ VARIABLE CHARGE

- REMISSION

- CONCESSION

+ ARREARS / - PAYMENTS

= AMOUNT PAYABLE

\$	50.00
\$	465.30
\$	366.85
\$	46.00
\$	-102.45
\$	0.00

Please Note:

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

EXPIRY DATE

13/04/2026



**Government of
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

OFFICIAL: Sensitive

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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




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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Billers Code: 456285 Ref: 7013264119</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au <small>® Registered to BPAY Pty Ltd ABN 69 079 137 518</small></p>	 <p>To pay via the internet go to: www.revenuesaonline.sa.gov.au</p>	 <p>Send your cheque or money order, made payable to the Community Emergency Services Fund, along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
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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: 2745504

DATE OF ISSUE

13/01/2026

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

ENQUIRIES:

Tel: (08) 8372 7534

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

G J & L J SCHULTE

FINANCIAL YEAR

2025-2026

PROPERTY DESCRIPTION

12 CASCABEL WAY / NOARLUNGA DOWNS SA 5168 / LT 613 D82562

ASSESSMENT NUMBER

8622931009

TITLE REF.
(A "+" indicates multiple titles)

CT 6049/113

TAXABLE SITE VALUE

\$550,000.00

AREA

0.0958 HA

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

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

Please Note:

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

ON OR BEFORE

13/04/2026

**Government of
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

**RevenueSA**

DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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




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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 Billers Code: 456293 Ref: 7013264028 Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au <small>© Registered to BPAY Pty Ltd ABN 69 079 137 518</small>	 To pay via the internet go to: www.revenuesaonline.sa.gov.au	 Send your cheque or money order, made payable to the Commissioner of State Taxation, along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001
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ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.

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

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

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

South Australian Water Corporation

Name:

GJ & LJ SCHULTE

Water & Sewer AccountAcct. No.: **86 22931 00 9****Amount:** _____**Address:**12 CASCABEL WAY NOARLUNGA
DOWNS LT 613 D82562

Payment Options

EFT**EFT Payment**

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	8622931009

**Bill code: 8888**
Ref: 8622931009

Telephone and Internet Banking — BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More information at bpay.com.au

**Paying online**

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

**Paying by phone**

Call 1300 650 870 and pay by phone using your Visa/Mastercard 24/7.
SA Water account number: 8622931009

**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

Property Interest Report

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

Title Reference	CT 6049/113	Reference No. 2745504
Registered Proprietors	G J & L J*SCHULTE	Prepared 12/01/2026 15:03
Address of Property	12 CASCABEL WAY, NOARLUNGA DOWNS, SA 5168	
Local Govt. Authority	CITY OF ONKAPARINGA	
Local Govt. Address	PO BOX 1 NOARLUNGA CENTRE SA 5168	

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

Table of Particulars

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

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

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

1. General

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

also

Contact the vendor for these details |
| | <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | |
| 1.5 | Caveat | Refer to the Certificate of Title |
| 1.6 | Lien or notice of a lien | Refer to the Certificate of Title |

2. Aboriginal Heritage Act 1988

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

an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

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

- 3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

- 4.1 section 5 - Notice requiring payment

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

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

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

- 5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

- 5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

- 5.6 section 57 - Land management agreement

Refer to the Certificate of Title

- 5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

- 5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

- 5.9 section 71 - Fire safety notice

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

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

6. Repealed Act conditions

6.1	Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1967</i> (repealed) <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
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7. Emergency Services Funding Act 1998

7.1	section 16 - Notice to pay levy	An Emergency Services Levy Certificate will be forwarded. If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750. Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates www.revenuesaonline.sa.gov.au
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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
9.	<i>Fences Act 1975</i>	
9.1	section 5 - Notice of intention to perform fencing work	Contact the vendor for these details
10.	<i>Fire and Emergency Services Act 2005</i>	
10.1	section 105F - (or section 56 or 83 (repealed)) - Notice to take action to prevent outbreak or spread of fire	Contact the Local Government Authority for other details that might apply Where the land is outside a council area, contact the vendor
11.	<i>Food Act 2001</i>	
11.1	section 44 - Improvement notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
11.2	section 46 - Prohibition order	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
12.	<i>Ground Water (Qualco-Sunlands) Control Act 2000</i>	
12.1	Part 6 - risk management allocation	Qualco Sunlands Ground Water Control Trust has no record of any allocation affecting this title
12.2	section 56 - Notice to pay share of Trust costs, or for unauthorised use of water, in respect of irrigated property	DEW Water Licensing has no record of any notice affecting this title
13.	<i>Heritage Places Act 1993</i>	
13.1	section 14(2)(b) - Registration of an object of heritage significance	Heritage Branch in DEW has no record of any registration affecting this title
13.2	section 17 or 18 - Provisional registration or registration	Heritage Branch in DEW has no record of any registration affecting this title
13.3	section 30 - Stop order	Heritage Branch in DEW has no record of any stop order affecting this title
13.4	Part 6 - Heritage agreement	Heritage Branch in DEW has no record of any agreement affecting this title also Refer to the Certificate of Title
13.5	section 38 - "No development" order	Heritage Branch in DEW has no record of any "No development" order affecting this title
14.	<i>Highways Act 1926</i>	
14.1	Part 2A - Establishment of control of access from any road abutting the land	Transport Assessment Section within DIT has no record of any registration affecting this title
15.	<i>Housing Improvement Act 1940 (repealed)</i>	
15.1	section 23 - Declaration that house is undesirable or unfit for human habitation	Contact the Local Government Authority for other details that might apply
15.2	Part 7 (rent control for substandard houses) - notice or declaration	Housing Safety Authority has no record of any notice or declaration affecting this title
16.	<i>Housing Improvement Act 2016</i>	

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

17. *Land Acquisition Act 1969*

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

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

Act

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

19. **Land Tax Act 1936**

19.1	Notice, order or demand for payment of land tax	<p>A Land Tax Certificate will be forwarded. If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.</p> <p>Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates www.revenuesaonline.sa.gov.au</p>
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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
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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
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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
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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
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24. **Mining Act 1971**

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

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

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

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

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

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

has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

29.8 section 157 - Fire safety notice

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

also

Contact the Local Government Authority for other details that might apply

29.9 section 192 or 193 - Land management agreement

Refer to the Certificate of Title

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

29.12 Part 16 Division 1 - Proceedings

Contact the Local Government Authority for details relevant to this item

also

Contact the vendor for other details that might apply

29.13 section 213 - Enforcement notice

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

also

Contact the Local Government Authority for other details that might apply

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

Contact the Local Government Authority for details relevant to this item

also

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

30. ***Plant Health Act 2009***

30.1 section 8 or 9 - Notice or order concerning pests

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

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

31.1 Part 3 - Notice

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply |
| 32.3 | <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

also

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

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

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

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

- | | | |
|------|---|--|
| 34.1 | Notice or order under the Act requiring payment of charges or other amounts or making other requirement | An SA Water Certificate will be forwarded.
If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950

also

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

also

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

also

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

also

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

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

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

36. ***Other charges***

- | | | |
|------|--|--|
| 36.1 | Charge of any kind affecting the land (not included in another item) | Refer to the Certificate of Title

also

Contact the vendor for these details

also

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

Other Particulars

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

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

Additional Information

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

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

Notices

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

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

Building restrictions

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

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

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

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

Statutory easements

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

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

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

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

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

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

Land Tax Act 1936 and Regulations thereunder

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

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

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

Information should be obtained from:

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

Landscape South Australia 2019

Water Resources Management - Taking of underground water

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

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

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

Certificate of Title

Title Reference: CT 6049/113
Status: CURRENT
Edition: 3

Dealings

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

Priority Notices

NIL

Registrar-General's Notes

No Registrar-General's Notes exist for this title

Certificate of Title

Title Reference: CT 6049/113
Status: CURRENT
Parent Title(s): CT 6025/348
Dealing(s) Creating Title: RTU 11291964
Title Issued: 10/12/2009
Edition: 3

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
15/06/2011	29/06/2011	11596568	MORTGAGE	REGISTERED	AUSTRALIA & NEW ZEALAND BANKING GROUP LTD.
25/06/2010	12/07/2010	11416137	MORTGAGE	REGISTERED	AUSTRALIA & NEW ZEALAND BANKING GROUP LTD.
25/06/2010	12/07/2010	11416136	ENCUMBRANCE	REGISTERED	AVJENNINGS PROPERTIES LTD. (ACN: 004 601 503)
25/06/2010	12/07/2010	11416135	TRANSFER	REGISTERED	GRAHAM JOHN SCHULTE, LINDA JUNE SCHULTE
07/06/2006	22/06/2006	10477172	AGREEMENT	REGISTERED	AVJENNINGS PROPERTIES LTD. (ACN: 004 601 503)

Certificate of Title

Title Reference CT 6049/113
Status CURRENT
Easement NO
Owner Number 10834412
Address for Notices 12 CASCABEL WAY NOARLUNGA DOWNS 5168
Area 958m² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

GRAHAM JOHN SCHULTE
LINDA JUNE SCHULTE
OF 18 SHETLAND STREET WOODCROFT SA 5162
AS JOINT TENANTS

Description of Land

ALLOTMENT 613 DEPOSITED PLAN 82562
IN THE AREA NAMED NOARLUNGA DOWNS
HUNDRED OF NOARLUNGA

Last Sale Details

Dealing Reference TRANSFER (T) 11416135
Dealing Date 25/06/2010
Sale Price \$172,000
Sale Type TRANSFER FOR FULL MONETARY CONSIDERATION

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
AGREEMENT	10477172	AVJENNINGS PROPERTIES LTD. (ACN: 004 601 503)
ENCUMBRANCE	11416136	AVJENNINGS PROPERTIES LTD. (ACN: 004 601 503)
MORTGAGE	11416137	AUSTRALIA & NEW ZEALAND BANKING GROUP LTD.
MORTGAGE	11596568	AUSTRALIA & NEW ZEALAND BANKING GROUP LTD.

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
8622931009	CURRENT	12 CASCABEL WAY, NOARLUNGA DOWNS, SA 5168

Notations

Dealings Affecting Title

NIL

Notations on Plan

NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	8622931009
Type	Site & Capital Value
Date of Valuation	01/01/2025
Status	CURRENT
Operative From	01/07/2010
Property Location	12 CASCABEL WAY, NOARLUNGA DOWNS, SA 5168
Local Government	ONKAPARINGA
Owner Names	GRAHAM JOHN SCHULTE LINDA JUNE SCHULTE
Owner Number	10834412
Address for Notices	12 CASCABEL WAY NOARLUNGA DOWNS 5168
Zone / Subzone	GN - General Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1100 - House
Description	8HDGVG
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
D82562 ALLOTMENT 613	CT 6049/113

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$550,000	\$1,375,000			
Previous	\$305,000	\$1,100,000			

Building Details

Valuation Number	8622931009
Building Style	Conventional
Year Built	2012
Building Condition	Very Good
Wall Construction	Rendered
Roof Construction	Galvanised Iron
Equivalent Main Area	510 sqm
Number of Main Rooms	8

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

Telephone (08) 8384 0666

Certificate No: S70227/2026

Property Information And Particulars

In response to an enquiry pursuant to Section 7 of the

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

TO: Fentons Forms
PO Box 298
CHRISTIES BEACH SA 5165

DETAILS OF PROPERTY REFERRED TO:

ASSESSMENT NO	:	105739
VALUER GENERAL NO	:	8622931009
VALUATION	:	\$1,375,000.00
OWNER	:	Mr Graham John Schulte & Mrs Linda June Schulte
PROPERTY ADDRESS	:	12 Cascabel Way NOARLUNGA DOWNS SA 5168
VOLUME/FOLIO	:	CT-6049/113
LOT/PLAN NUMBER	:	Allotment 613 DP 82562
WARD	:	02 Mid Coast Ward

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

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

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

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

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

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

INFORMATION NOTE

CHANGES TO PLANNING POLICY AFFECTING LAND IN COUNCIL'S AREA

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

Development Act 1993 (repealed)

Section 42

Condition (that continues to apply) of a development authorisation

YES

Application Number	145/3323/2010
Description	Two storey detached dwelling with garage
Decision	Approved
Decision Date	24 March 2011

Development Plan Consent Conditions

1. All development shall be completed in accordance with the plan(s) and documents submitted with and forming part of the development application except where varied by the following condition(s).
2. The front setback area (between the front property boundary and front of the dwelling) shall be landscaped with suitable trees, shrubs, lawn, and/or ground cover, and may include some paving, retaining and the like. Such landscaping shall be completed within 2 years of completion of the dwelling and maintained in good condition at all times. In the period until the landscaping is completed, the front setback area shall be maintained in a neat and tidy appearance to the reasonable satisfaction of Council.
3. 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 onto adjoining land. Where drainage is directed to the street water table, this shall be by way of a council approved stormwater drainage system.
4. The road and driveway crossover between the back of kerb and the boundary shall be shaped to provide a minimum width of 2.0 metres on local roads (and 2.5 metres on higher order roads) measured from behind the back of kerb. Verge slope shall be no greater than 2.5 per cent fall towards the road, suitable for pedestrian traffic under the Disability Discrimination Act and in accordance with the current Australian Standard 2890.1.
5. That effective measures be implemented during the construction of the development and on-going use of the land in accordance with this consent to:
 - prevent silt run-off from the land to adjoining properties, roads and drains
 - control dust arising from the construction and other activities, so as not to, in the opinion of Council, be a nuisance to residents or occupiers on adjacent or nearby land
 - ensure that soil or mud is not transferred onto the adjacent roadways by vehicles leaving the site
 - ensure that all litter and building waste is contained on the subject site in a suitable bin or enclosure
 - ensure that no sound is emitted from any device, plant or equipment or from any source or activity to become an unreasonable nuisance, in the opinion of Council, to the occupiers of adjacent land.

Building Rules Consent Conditions

1. If the building work is to be carried out by a licensed builder, then the owner of the land on which the domestic building work is to be performed must ensure that a certificate of insurance in relation to that work is lodged with council on or before the giving of notice to council of the commencement of building work.

Application Number	145/801/2018
Description	Swimming pool and safety fence
Decision	Approved
Decision Date	16 April 2018

Development Plan Consent Conditions

1. All development shall be completed and maintained in accordance with the plan(s) and documents submitted with and forming part of the development application except where varied by the following condition(s).
2. 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.
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, and
 - ensure that no sound is emitted from any device, plant or equipment or from any source or activity to become an unreasonable nuisance, in the opinion of council, to the occupiers of adjacent land.

Building Rules Consent Conditions

- 1 The pool and gate design, appearance and location details, as approved, may vary slightly however the design, construction & performance of fences (including boundary fences being at least 1.8m high), gates, retaining walls, windows and balconies intend to form part of a barrier that will restrict the access of young children to swimming pools shall comply with the National Construction Code Part 3.9.3 and Australian Standard AS1926.1-2012 (examples of suitable design attached). These barriers are to be erected prior to placing water in the swimming pool.
- 2 Any filtration system from 5 metres to within 12 metres of a dwelling on an adjoining allotment must be enclosed in a solid structure.
- 3 The development shall be undertaken in accordance with the Council approved Development Plan Consent plans and conditions subject only to the variations specified in the Schedule 22A – Certificate of Consistency.
- 4 Wastewater from the swimming pool is not permitted to discharge into a septic or aerobic waste system. Wastewater shall be discharged on the subject land, either surface or soakage trench/well, not to effect the adjoining land or the stability of existing buildings. (Drainage of pool other than backwash and rinse shall require approval of the Local Authority).
- 5 Pursuant to Section 71AA and regulation 83B the owner of the swimming pool must not fill the swimming pool with water more than a depth of 300mm unless it has safety barriers installed in accordance with Australian Standards 1926 Parts 1 and 2.
- 6 In accordance with SA Variation SA 4.2.2 Signage:
A first aid and cardiopulmonary resuscitation sign must:
 - i. be attached to the safety barrier of the swimming pool, or displayed near the swimming pool; and
 - ii. be at least 300 mm by 300 mm in size; and
 - iii. be made of durable and weatherproof material; and
 - iv. show information about the procedures for providing first aid, including performing cardiopulmonary resuscitation.

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

General Neighbourhood (GN)

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 (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 Wells Area

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

Regulated and Significant Tree

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

Stormwater Management

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

Signif Retirement Facility Supported Accom Sites

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

Urban Tree Canopy

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

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

Is the land designated as a Local Heritage Place? NO

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

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

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

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

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

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

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

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

Section 127

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

Part 2—Items to be included if land affected

Development Act 1993 (repealed)

Section 50(1)

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

Section 50(2)

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

Section 55

Order to remove or perform work NO

Section 56

Notice to complete development NO

Section 57

Land management agreement YES

A Land Management Agreement exists on this property. Please contact the Lands Titles Office (Land Services Group in the state government) for a copy.

Dealing 10477172 AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2)

Section 69

Emergency order NO

Section 71 (only)

Fire safety notice NO

Section 84

Enforcement notice NO

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

Enforcement Order NO

Part 11 Division 2

Proceedings NO

Fire and Emergency Services Act 2005

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

Notice NO

Section 56 (repealed)

Notice issued NO

Food Act 2001

Section 44

Improvement notice issued against the land NO

Section 46

Prohibition order NO

Housing Improvement Act 1940 (repealed)

Section 23

Declaration that house is undesirable or unfit for human habitation NO

Land Acquisition Act 1969

Section 10

Notice of intention to acquire

NO

Local Government Act 1934 (repealed)

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

NO

Local Government Act 1999

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

NO

Refer to separate attachment for Rates and Charges

Local Nuisance and Litter Control Act 2016

Section 30

Nuisance or litter abatement notice issued against the land

NO

Planning, Development and Infrastructure Act 2016

Section 139

Notice of proposed work and notice may require access

NO

Section 140

Notice requesting access

NO

Section 141

Order to remove or perform work

NO

Section 142

Notice to complete development

NO

Section 155

Emergency order

NO

Section 157

Fire safety notice

NO

Section 192 or 193

Land Management Agreements

NO

Section 198(1)

Requirement to vest land in a council or the Crown to be held as open space

NO

Section 198(2)

Agreement to vest land in a council or the Crown to be held as open space

NO

Part 16 - Division 1

Proceedings

NO

Section 213

Enforcement notice

NO

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

Enforcement order

NO

Public and Environmental Health Act 1987 (repealed)

Part 3

Notice

NO

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

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

NO

Public and Environmental Health (Waste Control) Regulations 2010 revoked

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

NO

South Australian Public Health Act 2011

Section 92

Notice

NO

South Australian Public Health (Wastewater) Regulations 2013

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

NO

Particulars of building indemnity insurance

NO

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

Particulars relating to environment protection

Further information held by council

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

NO

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

Note –

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

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

It should be noted that –

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

General

Easement

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.

NO

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

LOCAL GOVERNMENT RATES SEARCH

TO: Fentons Forms
PO Box 298
CHRISTIES BEACH SA 5165

13 January 2026

DETAILS OF PROPERTY REFERRED TO:

Property ID : 71762
Valuer General No : 8622931009
Valuation : \$1,375,000.00
Owner : Mr Graham John Schulte & Mrs Linda June Schulte
Property Address : 12 Cascabel Way NOARLUNGA DOWNS SA 5168
Volume/Folio : CT-6049/113
Lot/Plan No : Allotment 613 DP 82562
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, block clearing charges and legal fees \$0.00

Postponed Amount in Arrears \$0.00

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

Total Rates Levied 2025-2026 \$3,138.81

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

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

Postponed Interest \$0.00

Less paid current financial year -\$2,353.81

Overpayment \$0.00

Legal Fees (current) \$0.00

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

Rebate

Balance - rates and other monies due and payable \$785.00

Property Related Debts \$0.00

BPAY Biller Code: 421503

TOTAL BALANCE

\$785.00

Ref: 1645110717621

AUTHORISED OFFICER

Liam Humphries

This statement is made the 13 January 2026

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 13 January 2026

Thomas Caiapich
Project Officer – Development Support

AUTHORISED OFFICER

Orig. AG 10477172



15:54 7-Jun-2006

2 of 2

Fees: \$101.00

LANDS TITLES REGISTRATION

OFFICE

SOUTH AUSTRALIA

FORM APPROVED BY THE REGISTRAR-GENERAL

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

Prefix
AG
Series No.
2

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1886

Solicitor/Registered Conveyancer/Applicant

Kathryn Nicholas

AGENT CODE

Lodged by: Minter Ellison

MIEL

Correction to: MINTER ELLISON

MIEL

MEA: 32378-1071

A_PropEnv: 185457.1.doc

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

1.
2.
3.
4.


PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

1.
2.
3.
4.

DELIVERY INSTRUCTIONS (Agent to complete)

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

ITEM(S)	AGENT CODE
2x LMA	MIEL 007.

CORRECTION	PASSED
REGISTERED	22 JUN 2006
PRO	
REGISTRAR-GENERAL	

Insert type of document

here **APPLICATION TO NOTE LAND MANAGEMENT AGREEMENT**(Pursuant to s 57(5) of the *Development Act 1993*)

To the Registrar-General:

1. **AV JENNINGS PROPERTIES LIMITED** ABN 50 004 601 503 of 62 The Parade Norwood SA 5067 has entered into the attached Land Management Agreement dated the ~~X~~ 7th day of June 2006 with **CITY OF ONKAPARINGA** of PO Box 1, Noarlunga Centre SA 5168 pursuant to s 57(2) of the *Development Act 1993* ('the Act').
2. The Agreement relates to Allotment 1 in DP 61413 being the whole of the land comprised in Certificate of Title Register Book Volume 5892 Folio 546 (**the Land**).

NOW THEREFORE AV Jennings Properties Limited applies pursuant to s 57(5) of the Act to note the Agreement against the land.

Dated the

seventh

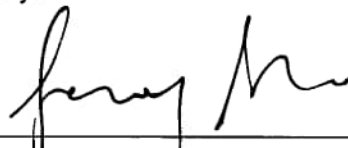
day of

June

2006

SIGNED by **GARY PAGE** as Attorney for **AVJENNINGS PROPERTIES LIMITED** under Power of Attorney and certifies that he has no notice of revocation of the said Power of Attorney in the presence of:

AVJENNINGS PROPERTIES LIMITED by its Attorney:



Signature of Gary Page

Power of Attorney Number: 10234403

Signature of Witness

MARTIN WARD

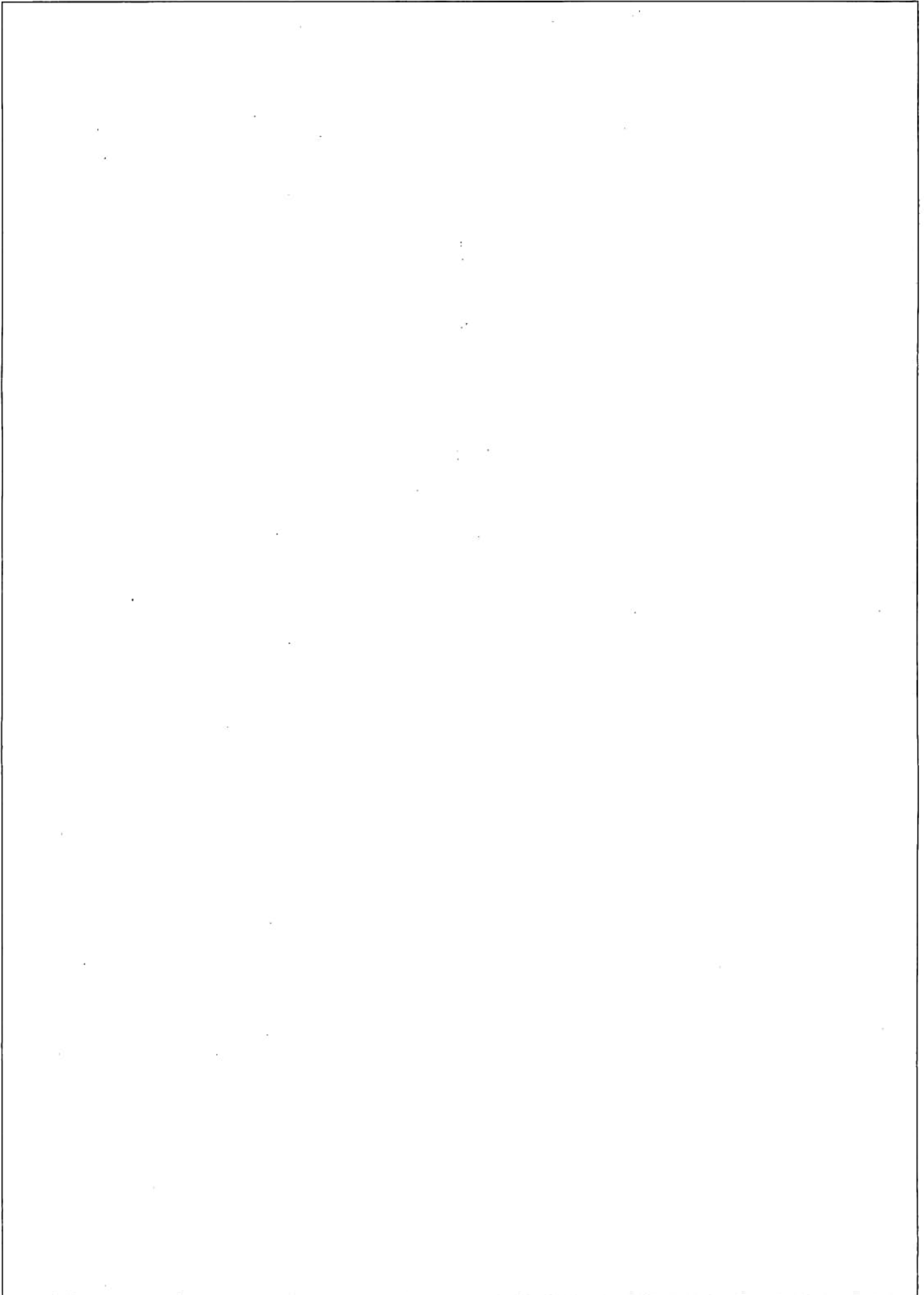
Name of Witness (print)

c/o AVJENNINGS, 62 THE PARADE, NORWOOD

Address of Witness

0408 215 084

Day time phone number of Witness



Land management agreement

City of Onkaparinga (**the Council**)

AV Jennings Properties Limited (**the Owner**)

MinterEllison

L A W Y E R S

AMP BUILDING, 1 KING WILLIAM STREET, ADELAIDE SA 5000, DX 131
ADELAIDE
TEL: +61 8 8233 5555 FAX: +61 8 8212 7518
www.minterellison.com

Land management agreement

Details	3
Agreed terms	4
1. Defined terms & interpretation	4
2. Owner's obligations	5
3. Council's obligations	6
4. Restriction on leasing and other dealings	6
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Details

Date

7th June 2006

Parties

Name	City of Onkaparinga
Short form name	(the Council)
Notice details	PO Box 1, Noarlunga Centre 5168

Name	AVJennings Properties Limited
ABN	50 004 601 503
Short form name	(the Owner)
Notice details	62 The Parade Norwood SA 5067

Background

- A The Owner is the registered proprietor of Allotment 1 Deposited Plan No. 61413 being the whole of the land comprised in Certificate of Title Register Book Volume 5892 Folio 546 (**the Development Site**).
- B The Council has granted Development Application numbered 145/D111/05 (**the Application**) Provisional Development Plan Consent and Land Division Consent under the *Development Act 1993* (**the Act**) to undertake a division of the Development Site in accordance with the Plan of Division attached to this agreement in Annexure A (**the Plan of Division**).
- C This agreement applies to the whole of the land in the Plan of Division delineated by thick black line (**the Land**).
- D The Council and Owner wish to ensure that the Land is developed with high standards of design to achieve, preserve and conserve a high level of residential amenity on the Land, and in particular, with respect to:
 - (i) appropriate development on sloping land; and
 - (ii) the provision of rainwater tanks on all allotments.
- E Pursuant to the provisions of section 57(2) of the Act the Owner has agreed with the Council to enter into this agreement relating to the development and management of the Land subject to the terms and conditions set out below.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this agreement unless the context otherwise requires:

Act means the *Development Act 1993* and words and phrases used in this agreement that are defined in the Act or the regulations under the Act have the meanings ascribed to them by the Act or regulations as the case may be.

Allotment means any allotment within the boundaries of the Land.

Council means The Corporation of the City of Onkaparinga.

Land means any part or parts of the Land delineated by thick black line in Annexure A of this agreement.

Owner means the owner of the Land. The term 'the Owner' where the Owner is a company includes its successors, assigns and transferees and where the Owner is a person, includes his heirs, executors, administrators and transferees and where the Owner consists of more than one person or company the term includes each and every one or more of such persons or companies jointly and each of them severally and their respective successors, assigns, heirs, executors, administrators and transferees of the companies or persons being registered or entitled to be registered as the proprietor of an estate in fee simple to the Land or to each and every one of all separate allotments into which the Land may be divided after the date of this agreement.

1.2 Interpretation

- (a) the parties acknowledge that the matters recited above are true and accurate and agree that they shall form part of the terms of this agreement;
- (b) reference to a statute shall include all amendments for the time being in force, any other statute enacted in substitution, the regulations or by-laws for the time being under that statute and any notice demand order direction requirement or obligation to that statute or those regulations or by-laws and the expression 'statute' 'Act' and 'Act of Parliament' shall mean any State or Federal statute and the regulations or by laws for the time being in force thereunder and any notice demand order direction requirement or obligation issued made given or imposed under or pursuant to any statute regulation or by law;
- (c) words importing the singular shall embrace the plural and words importing one gender shall embrace the other genders and vice versa respectively;
- (d) any reference to a person shall be deemed to include a corporate body and vice versa;
- (e) any clause headings or marginal notes are for references purposes only and do not affect the interpretation of this agreement;
- (f) where two or more persons are bound under this agreement to observe or perform any obligation or agreement whether expressed or implied then they shall be bound jointly and each of them severally; and
- (g) anything which the Owner is required to do under this agreement shall be done at the cost of the Owner.

2. Owner's obligations

2.1 Development of the Land

The Owner shall do the following in relation to the development of the Land.

- (a) Develop the Land so that cut and fill is minimised and the design of dwellings takes account of the natural slope of the land with split level designs being utilised where appropriate.
- (b) Construct driveways so that they have a maximum slope of 1 in 5.
- (c) Limit the height of retaining walls that are not the subject of clause 2.3 to a height of 1.2 metres. Where greater heights are to be retained, the walls must be stepped and each individual wall height must not exceed 1.2 metres.
- (d) Ensure that retaining walls that are stepped have a step between each retaining wall of a sufficient width to incorporate landscaping to the reasonable satisfaction of the Council.
- (e) Ensure that retaining walls shall incorporate appropriate top and side landscaping to the reasonable satisfaction of the Council.
- (f) Ensure that all retaining walls are designed by a qualified engineer and constructed of stone, masonry or other similar material.
- (g) Ensure that the slope of any embankments do not exceed 1 in 4.
- (h) Once certification under section 51 of the Act has been obtained, ensure fill and batter heights over any part of the Land that is subject to any easement are limited to a maximum of 1.2 metres above established ground level.

2.2 Rainwater Tanks

The Owner shall ensure that prior to occupation of a dwelling constructed on the Land, a rainwater tank complying with the minimum sizes set out in Table 1 shall be installed and plumbed to the toilet cistern as a minimum.

Table 1

Allotment size	Minimum rainwater tank size
$\leq 449\text{m}^2$	1 kL
450-599 m^2	2 kL
$\geq 600\text{m}^2$	3 kL

2.3 Special Conditions for Owners of certain allotments

In addition to the above obligations, the Owner of an allotment identified in Annexure B to this agreement shall:

- (a) Ensure that any retaining walls:
 - (i) visible from the street;
 - (ii) built within the front setback area or on the front property boundary; or
 - (iii) built within the side setback area of a corner allotment,are of stone or masonry construction (ie. vertical dry stacked bluestone or moss rock, mortared brick or stone or other material approved by the Council) and that they do not

exceed 1.0 metres in height. If heights greater than one metre in height are to be retained, this will be done with a combination of stepped walls and embankments for landscaping.

- (b) Subject to 2.3(a) above, ensure that concrete sleepers are only used for retaining walls in rear yards in cut situations and that the retaining walls do not exceed 1.5 metres in height.
- (c) Ensure that timber sleepers are not used for retaining walls.

3. Council's obligations

The Council shall not unreasonably refuse to approve any matter that is required to be approved under this agreement.

4. Restriction on leasing and other dealings

The Owner shall not grant any lease licence easement or other right of any nature whatsoever which may give any person the right to possession or control of or entry on to the Land which right would enable such person to breach any of the obligations imposed on the Owner by this Deed unless such grant:

- (a) is expressed in writing; and
- (b) contains as an essential term a covenant by the grantee not to do or omit to do (or suffer or permit any other person to do or omit to do) any act matter or thing which would constitute a breach by the Owner of the Owner's obligations under this Deed.

5. Termination and variation

- (a) This agreement may not be varied except by a supplementary agreement signed by the Council and the Owner.
- (b) The Council may waive compliance by the Owner with the whole or any part of the Owner's obligations provided that no such waiver shall be effective unless expressed in writing and signed by the Council.

6. Breach and Powers of Entry

- (a) The Council and any employee or agent of the Council authorised by the Council may at any reasonable time enter the Land for the purpose of:
 - (i) inspecting the Land and any building or structure on it;
 - (ii) exercising any other powers of the Council under this agreement or pursuant to law.
- (b) If the Owner is in breach of any provision of this agreement:
 - (i) the Council may, by notice in writing served on the Owner, specify the nature of the breach and require the Owner to remedy the breach within the time stated in the notice (being not less than twenty eight (28) days from the date of service of the notice); and
 - (ii) if the Owner fails to remedy the breach, the Council or its servants or agents may carry out the requirements of the notice and in doing so may enter and perform any necessary works upon the Land and recover any costs thereby incurred from the Owner.

- (c) If in a notice referred to in clause 6(b) the Council requires the removal of the building or structure from the Land the Council and its servants or agents are hereby authorised and empowered by the Owner to enter and remove the building or structure from the Land and to dispose of it in any manner determined by the Council provided that if the building or structure shall have any monetary value then the Council shall use its best endeavours to realise that monetary value and shall after the disposal account to the Owner and pay to him the realised value less all expenses incurred.
- (d) The Council may delegate any of its powers under this agreement to any person.

7. Governing law

- (a) The requirements of this agreement are at all times to be construed as additional to the requirements of the Act and any other legislation affecting the Land.
- (b) This agreement is governed by and construed in accordance with the laws from time to time in force in South Australia and the parties submit to the non-exclusive jurisdiction of the Courts of this State.

8. Notices

Notice for the purposes of this agreement shall be properly served on the Owner if it is:

- (a) Posted to the Owner's last address known to the Council; or
- (b) Affixed in a prominent position on the Land.

9. Noting of Agreement

Each party shall do and execute all such acts documents and things as shall be necessary to ensure that as soon as is possible after the execution of this agreement this agreement is noted on the Certificate of Title for the Land pursuant to the provisions of section 57(5) of the Act.

10. Costs

The Owner agrees to bear the reasonable costs and expenses of the negotiation and preparation and noting and stamping of this agreement including legal fees.

11. General provisions

- (a) If any provision of this agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable in law then the parties hereby request and direct such court to sever such provision from this agreement.
- (b) This agreement contains the whole agreement between the parties in respect of the matters referred to in this agreement.

Signing Page

EXECUTED as a land management agreement pursuant to section 57 of the *Development Act 1993*.

THE COMMON SEAL of CORPORATION OF
THE CITY OF ONKAPARINGA is fixed to this
document in the presence of:

 ←

Signature of Mayor

RAYMOND GEORGE GILBERT

Name of Mayor (print)

 ←

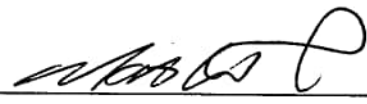
Signature of Chief Executive Officer

Jeffrey Stephen TATE

Name of Chief Executive Officer (print)



SIGNED by **GARY PAGE** as Attorney for
AVJENNINGS LIMITED under Power of
Attorney and certifies that he has no notice of
revocation of the said Power of Attorney in the
presence of:

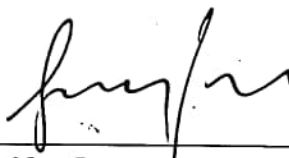


Signature of Witness

MARTIN WARD

Name of Witness (print)

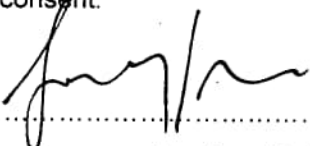
) **AVJENNINGS LIMITED** by its Attorney:
)
)
)
)

 ←

Signature of Gary Page

Power of Attorney Number: 10234403

The Owner **HEREBY CERTIFIES** pursuant to Section 57(4) of the Act that all other persons with a legal
interest in the Land have been made aware of the requirements of this agreement and provided the
necessary consent.


.....
Authorised Officer – AVJennings Limited

Annexure A

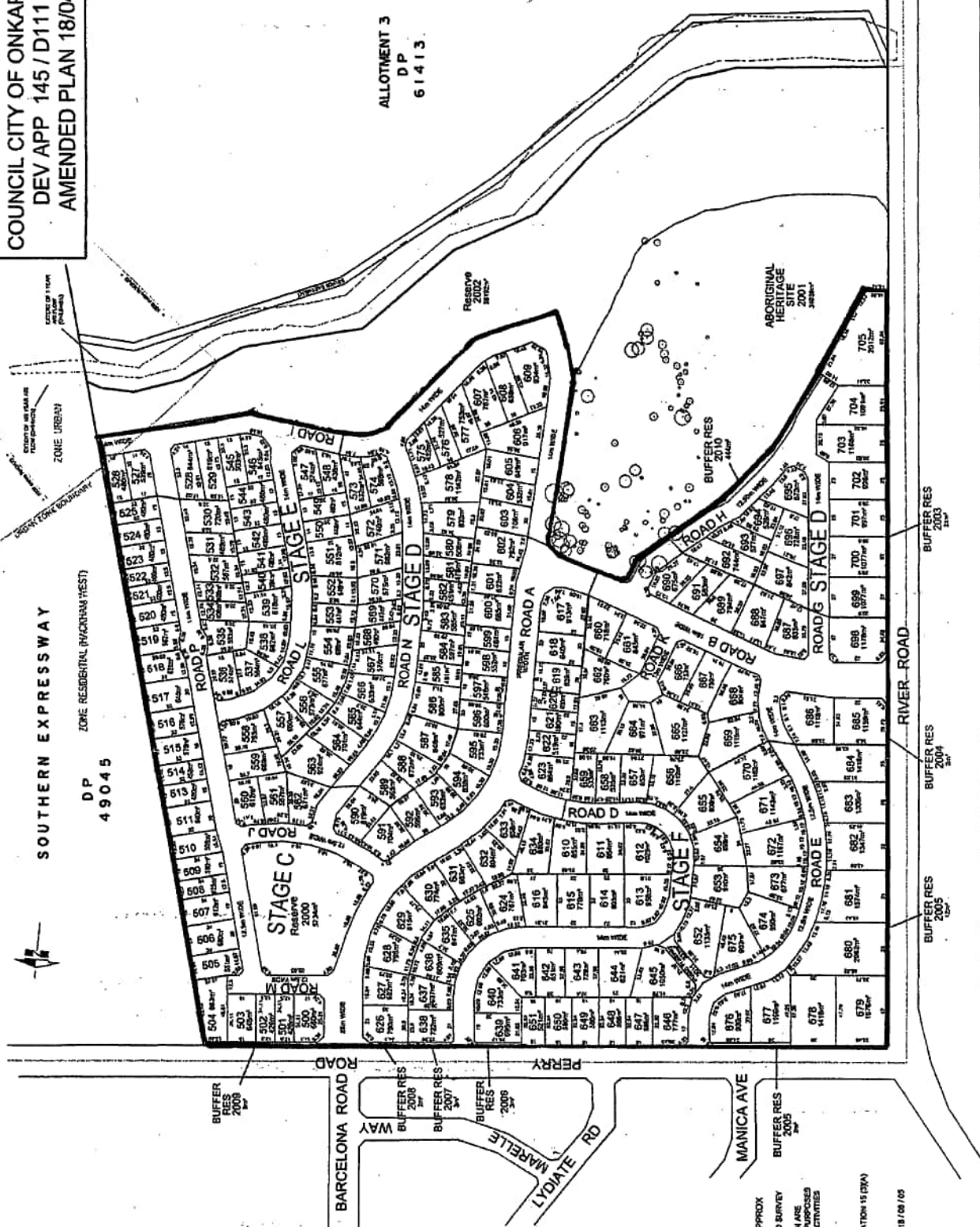
The Land

MinterEllison

L A W Y E R S

DP
49045

ALLOTMENT 3
DP
61413



SUBDIVISION STATISTICS

TOTAL AREA.....27.62ha
No. OF EXISTING LOTS...1
No. OF PROPOSED LOTS...205
RESERVE AREA.....4.23ha (16.6%)
LENGTH OF ROAD RESERVE...3500m APPROX

ALL DIMENSIONS AND AREAS ARE SUBJECT TO SURVEY
LEVELS AND CONTOURS SHOWN ON THIS PLAN ARE
VALUABLE ONLY FOR SUBDIVISION PLANNING PURPOSES
AND ARE NOT TO BE USED FOR ANY DESIGN ACTIVITIES
BUFFER RESERVES ARE 5.10m WIDE

VOUCHED FOR IN ACCORDANCE WITH REGULATION 15 (3)(A)
OF THE DEVELOPMENT REGULATIONS 1993

Chidlophox John Mullett

Christopher Loftis
LICENSED SURVEYOR

PORTION OF ALLOTMENT 501 (RESERVE)
 ASSIGNED A IS SUBJECT TO AN EASEMENT
 TO THE MINISTER FOR INFRASTRUCTURE

[illegible]

Annexure B

Allotments to which Special Conditions
Apply

MinterEllison

LAWYERS

Annexure B

The special conditions set out in paragraph 2.2 of this agreement apply to the following allotments:

610	631	652	669	683	697
611	632	653	670	684	698
612	635	654	671	685	699
613	636	655	672	686	700
614	637	656	673	687	701
615	638	660	674	688	702
616	639	661	675	689	703
624	640	662	676	690	704
625	641	663	677	691	705
626	642	664	678	692	
627	643	665	679	693	
628	644	666	680	694	
629	645	667	681	695	
630	646	668	682	696	

E 11416136



13:05 25-Jun-2010

Single Copy Only

2 of 3

Fees: \$117.00

LANDS TITLES REGISTRATION

OFFICE
SOUTH AUSTRALIA

MEMORANDUM OF ENCUMBRANCE

FORM APPROVED BY THE REGISTRAR-GENERAL


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

Prefix
E
Series No.
2

117-00

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1886



Solicitor/Registered Conveyancer/Encumbrancee
Hayley Nichole Schroeder

AGENT CODE

Lodged by: *Rms 102*

Correction to: **MINTER ELLISON**

MIEL

HNS 32378 / 2732

\\Adelaide\Shared\Casedocs\General\00032378\00002732\825378.Doc

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

1.
2.
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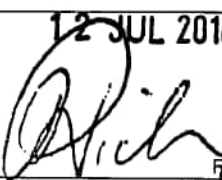

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

1.
2.
3.
4.

DELIVERY INSTRUCTIONS (Agent to complete)

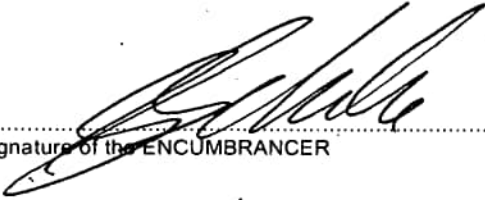

PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE
UNDERMENTIONED AGENT(S)

ITEM(S)	AGENT CODE

CORRECTION	PASSED 
REGISTERED	12 JUL 2010  Pro 

DATED 18 June 2010

EXECUTION


Signature of the ENCUMBRANCER
Signature of the ENCUMBRANCER
Signature of WITNESS – Signed in my presence by the ENCUMBRANCER who is either personally known to me or has satisfied me as to his or her identity. *Riann Travis
Print Full name of Witness (BLOCK LETTERS)18 Rowells rd Lockleys SA
Address of Witness0418 801 704
Business Hours Telephone Number

MEMORANDUM OF ENCUMBRANCE

CERTIFICATE(S) OF TITLE BEING ENCUMBERED

THE WHOLE OF THE LAND COMPRISED IN CERTIFICATE OF TITLE REGISTER BOOK
VOLUME 6049 FOLIO 113

ESTATE AND INTEREST

ENCUMBRANCES

ESTATE IN FEE SIMPLE

AGREEMENT NO 10477172

ENCUMBRANCER (Full Name and Address)

GRAHAM JOHN SCHULTE AND LINDA JUNE SCHULTE
both of 18 Shetland Street, Woodcroft SA 5162

ENCUMBRANCEE (Full Name and Address and Mode of Holding)

AVJENNINGS PROPERTIES LIMITED ACN 004 601 503 of 62 The Parade Norwood SA 5067

OPERATIVE CLAUSE

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

- | | |
|---|--|
| (a) Insert the amount of the annuity or rent charge | (a) TEN CENTS (10c) |
| (b) State the term of the annuity or rent charge.
If for life use the words "during his or her lifetime" | (b) TO BE PAID TO THE ENCUMBRANCEE ANNUALLY AS A
YEARLY RENTAL CHARGE FOR A TERM OF 99 YEARS
FROM THE DATE HEREOF |
| (c) State the times appointed for payment of the
annuity or rent charge. Any special covenants may
be inserted on page 2. | (c) AT THE TIMES AND IN THE MANNER FOLLOWING: ON THE
THIRTIETH DAY OF JUNE IN EACH AND EVERY YEAR THE
FIRST OF SUCH PAYMENTS TO BE MADE (IF DEMANDED)
ON THE THIRTIETH DAY OF JUNE NEXT OCCURRING
AFTER THE DATE OF EXECUTION OF THIS INSTRUMENT |

AND THE OWNER ALSO ENCUMBERS THE ESTATE AND
INTEREST IN THE SAID LAND ABOVE DESCRIBED FOR THE
BENEFIT OF THE ENCUMBRANCEE WITH THE PERFORMANCE
AND OBSERVANCE OF THE COVENANTS BY THE OWNER
HEREIN CONTAINED ("THE COVENANTS") (THE BURDEN ON
PROVING THE PERFORMANCE AND OBSERVANCE OF WHICH
SHALL BE BORNE BY THE OWNER)

PROVIDED THAT THE ENCUMBRANCEE SHALL NOT DEMAND PAYMENT OF THE SAID RENTAL CHARGE IF AND SO LONG AS THE OWNER AND THE OWNER'S SUCCESSORS IN TITLE SHALL DULY PERFORM AND OBSERVE ALL OF THE COVENANTS

AND PROVIDED FURTHER THAT NONE OF THE FOREGOING PROVISIONS FOR OR IN RESPECT OF THE PAYMENT OF THE SAID ANNUITY OR YEARLY RENT CHARGE SHALL IN ANY WAY AFFECT OR PREJUDICE THE RIGHTS OF THE ENCUMBRANCEE OR ANY OTHER PERSON CLAIMING UNDER THE ENCUMBRANCE AS PURCHASER OF ANY PART OR PARTS OF THE WHOLE OF THE LAND COMPRISED IN THE DEVELOPMENT ZONE TO AN INJUNCTION TO PREVENT OR RESTRAIN ANY BREACH OF THE COVENANTS OR TO DAMAGES FOR SUCH BREACH

THE OWNER FOR ITSELF AND ITS SUCCESSORS IN TITLE HEREBY COVENANTS WITH THE ENCUMBRANCEE AS PROPRIETOR OF AND ALL OTHER PERSONS CLAIMING UNDER THE ENCUMBRANCE AS PURCHASERS OF ANY PART OR PARTS OF THE DEVELOPMENT ZONE THAT THE BURDEN OF THE COVENANTS SHALL BE BINDING ON THE SAID LAND AND EACH AND EVERY PART THEREOF AND OF ALL SUCCESSIVE OWNERS, OCCUPIERS, TRANSFEREES AND TENANTS THEREOF TO THE INTENT THAT THE BENEFIT OF THE COVENANTS SHALL BE ANNEXED TO AND DEVOLVE WITH EACH AND EVERY PART OF THE SAID DEVELOPMENT ZONE OTHER THAN THE SAID LAND HEREBY ENCUMBERED.

IT IS COVENANTED BETWEEN THE OWNER AND ENCUMBRANCEE as follows:

1. Owner's Covenants

The Owner covenants with the Encumbrancee that:

- 1.1 The Owner will not use or allow to be used the said land or any part thereof for any purpose other than for residential purposes.
- 1.2 The Owner will not erect or allow to be erected more than one dwellinghouse on the said land without the prior written approval of the Encumbrancee.
- 1.3 The Owner will not erect, install, make or carry out, or allow to be erected, installed, made or carried out any:
 - 1.3.1 building or structure (including a fence or wall of any nature whatsoever) in or over the said land or any part thereof except in accordance with plans and a schedule of materials which are sufficient to outline the building or structure and which have received the prior written approval of the Encumbrancee as having complied with the "**The Point Urban Design Guidelines**" and the "**Allotment Development Plans**" provided to the first Owner as an annexure to the original contract for the sale and purchase of the said land, copies of which may be obtained during normal business hours from the Encumbrancee;
 - 1.3.2 any site works (including fencing, any excavation, any levelling or filling or any retaining wall or any driveway or any rainwater tank) on or about the said land or any part thereof except in accordance with plans which are sufficient to outline the works and which have received the prior written approval of the Encumbrancee.

PROVIDED THAT the Encumbrancee will not unreasonably or capriciously refuse or withhold any such approval but a refusal shall not be or be deemed unreasonable or capricious if in the Encumbrancee's reasonable opinion the proposed works do not conform with The Point Urban Design Guidelines or the Allotment Development Plans prepared and amended from time to time by the Encumbrancee in respect of lands within the Development Zone or the proposed works are undesirable by reason of the effect that they would have upon the development, appearance, health or amenity of the neighbourhood of which the said land forms part or any part of it.

- 1.4 The Owner will not allow any undue delay to occur in the commencement or in the completion of any work approved by the Encumbrancee and will not allow any variation to such work as approved to occur other than in accordance with the terms of any subsequent written approval of the Encumbrancee given before such variation is commenced.
- 1.5 The Owner will not obstruct or do anything which would prevent or hinder the Encumbrancee its servants agents or contractors from entering the said land for the purpose of remedying any breach by the Owner of its obligations under this Encumbrance of which breach at least 14 days notice in writing has been given to the Owner and which breach has not then been remedied.
- 1.6 The Owner shall not divide the said land or allow the said land to be divided without the prior written approval of the Encumbrancee.
- 1.7 The Owner will not cause or permit any building works to be undertaken on the said land without obtaining professional engineering advice and design works in respect of such building works.
- 1.8 The Owner will not cause or permit the said land to be resold or advertised for sale unless a residence has been constructed thereon or unless the Encumbrancee has consented in writing to such resale and/or advertising, which approval may be refused at the absolute discretion of the Encumbrancee, without ascribing any reason therefor.
- 1.9 If the Encumbrancee consents to the transfer of vacant land the Owner will not transfer or otherwise dispose of his estate and interest in the land without first obtaining from the intending purchaser or transferee the execution of an encumbrance that complies in all respects with the terms and conditions contained herein or in the letter of approval by the Encumbrancee to the transfer of the land to be prepared at the cost of the Owner and lodged with the Lands Titles Office after the transfer of the land but before any mortgage.
- 1.10 The Owner will not permit the said land to remain vacant for more than eighteen (18) months from the date hereof or such other date as the Encumbrancee may advise the Owner by which date the Owner must commence to construct a residence on the said land in accordance with plans and specifications approved by the Encumbrancee.
- 1.11 If the Owner shall make any default under sub-clause 1.10 or having commenced the erection of such residence as aforesaid within the period required by sub-clause 1.10 shall fail to complete the erection of such building within twelve (12) calendar months from the date of commencement of construction as determined by the Encumbrancee then and in such case the Encumbrancee may give to the Owner notice in writing to make good such default by commencing and proceeding with or completing (as the case may require) the erection of such residence in accordance with the plans and specifications approved by the Encumbrancee without any delay and if the Owner shall fail for one calendar month to comply with such notice then and in any such case the Encumbrancee may forthwith at any time whilst such default continues and without prejudice to any other power right or remedy sell in exercise of its power of sale the said land in such manner and for such price and upon such terms and conditions as it may think fit and in addition thereto the Encumbrancee shall at any time whilst any such default continues have the option of repurchasing from the Owner the said land (and any partly erected building thereon) at a price equal to the total of:
 - 1.11.1 the price paid for the said land by the Owner to the Encumbrancee or previous Owner; and
 - 1.11.2 the market value if any (as at the date of the exercise of the option) of any partly or wholly erected building or fixture or improvement thereon and complying in all respects with the approved given under clause 1.3 erected affixed or made at the expense of the Owner such value to be determined by the valuation of a licensed valuer nominated by the President or Acting President for the time being of the Australian Institute of Land Valuers and Economists Incorporated (SA Division) at the request of the Encumbrancee and whose costs shall be borne by the Owner;

with a settlement date being 30 days after the determination of the price and otherwise on the same terms and conditions as the contract of sale made between the Encumbrancee as vendor and the Owner as purchaser.

- 1.12 The Owner will pay to the Encumbrancee on demand all costs (including legal costs) and expenses incurred by the Encumbrancee its servants agents or contractors in respect of any breach by the Owner of its obligations under this Encumbrance and any action taken to remedy the same. All such costs and expenses may be recovered in any court of competent jurisdiction or deducted from the price paid for the land in accordance with clause 1.11 in addition to all other powers and rights available to the Encumbrancee hereunder.

AND the Owner acknowledges for himself and his successors in title that:

- 1.12.1 the foregoing covenants are entered into and undertaken for the purposes of the Encumbrancee's scheme of development for the lands comprised in the Development Zone; and
 - 1.12.2 that the Encumbrancee has declared and undertaken that they have required and will require from each purchaser of the lands comprised in the Development Zone as a condition of its sale of those lands, a Memorandum of Encumbrance in substantially similar form to this instrument and containing the same or substantially similar covenants and other stipulations.
- 1.13 If at any time prior or after the date of this Encumbrance, the Encumbrancee has installed, constructed or erected upon the said land any fixture, wall or fence of any nature whatsoever ("the entry statement") as an entry statement for any part of the Encumbrancee's scheme of development for the Development Zone, the Owner must not without the prior written approval of the Encumbrancee:-
- 1.13.1 demolish or alter the entry statement in any way (including by changing or removing any colours of or lettering comprised in the entry statement);
 - 1.13.2 allow any graffiti on or non-structural damage to or want of repair of the entry statement to remain unremedied for a period of longer than fourteen (14) days after the Owner becomes aware of the existence of such graffiti, non-structural damage to or want of repair; or
 - 1.13.3 fail to properly maintain the entry statement including by way of:
 - maintaining any painting, colours and lettering of the entry statement;
 - removing any graffiti; and
 - repairing any non-structural damage occurring to the entry statement.

2. Waiver of this Encumbrance

The Encumbrancee may from time to time in its absolute discretion modify waive or release any of the Covenants and other stipulations herein contained or implied.

3. Waiver/Discharge of other Encumbrances

The Encumbrancee may from time to time in its absolute discretion:

- 3.1 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 the same were entered into or imposed before or at the same time as or after the date hereof and no such modification or waiver or release shall release the Owner from the covenants and other stipulations herein contained and implied; or
- 3.2 discharge one or more of the Memoranda of Encumbrance registered over the land in the Development Zone or transfer one or more of such Memoranda to such body or bodies as it in its absolute discretion deem fit;

AND it is hereby acknowledged and agreed that the Encumbrancee will not be liable for any loss or damage suffered by the Owner 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 other provisions of this Encumbrance or of any other encumbrance and the Owner will indemnify and keep indemnified the Encumbrancee and their respective agents and servants from and against all claims for any such loss or damage.

4. Notices

- 4.1 Any notice or demand to be given to or made upon the Owner hereunder may be given or made by posting or delivering the same in writing signed by any officer of or solicitor or agent for and on behalf of the Encumbrancee to or at the address of the Owner appearing on the front page of this Encumbrance or the last known place of abode or business of the Owner or by posting the same at any Post Office in an envelope directed to the Owner at any address aforesaid.
- 4.2 Any notice to be given to or served upon the Encumbrancee may be given or served by delivering the same at or sending the same through the Post Office addressed to the Encumbrancee at its principal office for the time being in Adelaide.
- 4.3 Any notice posted as aforesaid shall be deemed to have been received 48 hours after the time of posting.

5. Definitions and Interpretation

In this Encumbrance:

- 5.1 **Development Zone** means the land comprised in Allotment 52 in Deposited Plan 65743 and Allotment 1 in Deposited Plan 61413 and Allotment 51 in Deposited Plan 65743 and Pieces 3 and 4 in Deposited Plan 61413;
- 5.2 **The Owner** includes the Encumbrancer and the registered owner for the time being, and each successive registered proprietor of the land;
- 5.3 A reference to a party includes the heirs, executors, successors or assignors of that party;
- 5.4 If there shall be more than one person responsible hereunder as the Owner or as a successor in title to the Owner, the liability of each of such person or persons shall be both joint and several;
- 5.5 Unless repugnant to the context words importing any particular gender shall include all other genders and words importing the singular number shall include the plural and vice versa;
- 5.6 Headings are used for convenience of reference only and shall not affect the interpretation or construction of this Encumbrance;

AND subject as aforesaid the Encumbrancee shall be entitled to all the powers rights and remedies given to encumbrances by the Real Property Act 1886 (as amended).

6. Severance

Each word, phrase, sentence and clause (a "provision") of this Encumbrance is severable and if a court determines that a provision is unenforceable, illegal or void the court may sever that provision and such severance will not affect the other provisions of this Encumbrance.

7. Sunset Clause

- 7.1 The rights and obligations of the Encumbrancee (but not the Owner or any person claiming under the Owner as purchasers of any land in the Development Zone) will cease on the earlier of:
 - 7.1.1 three (3) years after the practical completion of the final stage of development within the Development Zone (excluding any allotment upon which no dwelling is permitted to be erected);
or
 - 7.1.3 1 January 2015.

