

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:

ANN JENNIFER CAVANAGH AND ANTONY PETER CAVANAGH

Address:

114 OLD STREET NORTH ADELAIDE SA 5006

4 Vendor's registered agent:

DEESON REAL ESTATE T/A MAGAIN REAL ESTATE - TURNER (RLA 335761)

Address:

35 OLD COACH ROAD ALDINGA SA 5173

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

6 Description of the land:

[Identify the land including any certificate of title reference]

THE WHOLE OF THE LAND IN CERTIFICATE OF TITLE VOLUME 5891 FOLIO 317 BEING ALLOTMENT 122
IN DEPOSITED PLAN 61490 IN THE AREA NAMED SELICKS BEACH HUNDRED OF WILLUNGA AND
MORE COMMONLY KNOWN AS 14 LURLINE BOULEVARD SELICKS BEACH SA 5174

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:

114 OLD STREET NORTH ADELAIDE SA 5006

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

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

sarah@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:

35 OLD COACH ROAD ALDINGA SA 5173

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

Note–

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

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

5 – Effect of service

If you serve such cooling-off notice on the vendor, the contract will be taken to have been rescinded at the time when the notice was served.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

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

Proceeding with the purchase

If you wish to proceed with the purchase—

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

PART C – STATEMENT WITH RESPECT TO REQUIRED PARTICULARS**(section 7(1))****To the purchaser:**

*/ We,

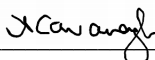
ANN JENNIFER CAVANAGH AND ANTONY PETER CAVANAGH

of

114 OLD STREET NORTH ADELAIDE SA 5006

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

Date: 30.10.2025

Signed: 

Date: 30.10.2025

Signed: **PART D – CERTIFICATE WITH RESPECT TO PRESCRIBED INQUIRIES BY REGISTERED AGENT****(section 9)****To the purchaser:**

I,

KATRINA MORRIS ON BEHALF OF LYON CONVEYANCING PTY LTD

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

Exceptions:

NIL

Date: 30/10/2025

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	<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>Number of mortgage (if registered):</p> <p>Name of mortgagee:</p>	<input type="checkbox"/> YES/NO YES/NO
<p><i>[Note -</i> <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p><i>N/A</i></p>	
1.2 Easement (whether over the land or annexed to the land)	<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>Description of land subject to easement:</p> <p>Nature of easement:</p> <p>Are you aware of any encroachment on the easement?</p> <p>(If YES, give details):</p> <p>If there is an encroachment, has approval for the encroachment been given?</p> <p>(If YES, give details):</p>	<input type="checkbox"/> YES/NO YES/NO
<p><i>[Note -</i> <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p><i>N/A</i></p>	
1.3 Restrictive covenant	<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>CERTIFICATE OF TITLE VOLUME 5891 FOLIO 317 AND MEMORANDUM OF ENCUMBRANCE</p> <p>Nature of restrictive covenant:</p> <p>ENCUMBRANCE NO. 10687033</p> <p>Name of person in whose favour restrictive covenant operates:</p> <p>ENCUMBRANCE CO. PTY. LTD. (SINGLE COPY ONLY)</p> <p>Does the restrictive covenant affect the whole of the land being acquired?</p> <p>YES</p> <p>(If NO, give details):</p> <p>Does the restrictive covenant affect land other than that being acquired?</p> <p>NO</p>	<input checked="" type="checkbox"/> NO YES
<p><i>[Note -</i> <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>		

Column 1	Column 2	Column 3
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> LOCAL GOVERNMENT INQUIRY CERTIFICATE (COUNCIL SEARCH) Condition(s) of authorisation: 145/855/2008 - TWO STOREY DWELLING WITH BALCONY, DOUBLE GARAGE AND VERANDAH	<input checked="" type="checkbox"/> NO YES
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> LOCAL GOVERNMENT INQUIRY CERTIFICATE (COUNCIL SEARCH) Condition(s) of authorisation: 145/3100/2009 - DOMESTIC GARAGE (7.5M X 4.0M) AND VERANDAH (6M X 6M)	<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> CERTIFICATE OF TITLE VOLUME 5891 FOLIO 317, LOCAL GOVERNMENT INQUIRY CERTIFICATE (COUNCIL SEARCH) AND LAND MANAGEMENT AGREEMENT Date of agreement: 10/03/2000 Names of parties: CITY OF ONKAPARINGA AND R & L GIROLAMO PTY LTD AND ORIANA NOMINEES PTY LTD AND DOMAIN PROJECT DEVELOPMENT PTY LTD AND PINLEE PTY LTD Terms of agreement: REFER TO LAND MANAGEMENT AGREEMENT ATTACHED	<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 1966</i> (repealed)	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Nature of condition(s):</p>	<div style="text-align: right;"> <input type="checkbox"/> YES/NO YES/NO </div>
<p><i>[Note -</i> <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>		
7. Emergency Services Funding Act 1998		
7.1 section 16 - Notice to pay levy	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE</p> <p>Date of notice: 27/10/2025</p> <p>Amount of levy payable: \$0.00</p>	<div style="text-align: right;"> <input checked="" type="checkbox"/> YES YES </div>
19. Land Tax Act 1936		
19.1 Notice, order or demand for payment of land tax	<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>CERTIFICATE OF LAND TAX PAYABLE</p> <p>Date of notice, order or demand: 27/10/2025</p> <p>Amount payable (as stated in the notice): \$105.77</p>	<div style="text-align: right;"> <input checked="" type="checkbox"/> YES YES </div>

Column 1	Column 2	Column 3
29. Planning, Development and Infrastructure Act 2016		
29.1	<p>Part 5 - Planning and Design Code</p> <p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p>Is this item applicable? <input checked="" type="checkbox"/></p> <p>Will this be discharged or satisfied prior to or at settlement? NO</p> <p>Are there attachments? YES</p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>LOCAL GOVERNMENT INQUIRY CERTIFICATE (COUNCIL SEARCH) AND PROPERTY INTEREST REPORT</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>ZONES: SUBURBAN NEIGHBOURHOOD (SN) SUB ZONES: NO OVERLAYS: AIRPORT BUILDING HEIGHTS (AIRCRAFT LANDING AREA) AFFORDABLE HOUSING BUILDING NEAR AIRFIELDS HAZARDS (BUSHFIRE - URBAN INTERFACE) (URBAN INTERFACE) HAZARDS (FLOODING - EVIDENCE REQUIRED) NATIVE VEGETATION PRESCRIBED WATER RESOURCES AREA PRESCRIBED WELLS AREA REGULATED AND SIGNIFICANT TREE STORMWATER MANAGEMENT URBAN TREE CANOPY</p> <p>REFER TO ATTACHMENTS</p> <p>Is there a State heritage place on the land or is the land situated in a State heritage area? NO</p> <p>Is the land designated as a local heritage place? 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? 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? YES</p> <p>Note- For further information about the Planning and Design Code visit www.code.plan.sa.gov.au</p>
29.2	<p>section 127 - Condition (that continues to apply) of a development authorisation</p> <p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p> <p>N/A</p>	<p>Is this item applicable? <input type="checkbox"/></p> <p>Will this be discharged or satisfied prior to or at settlement? YES/NO</p> <p>Are there attachments? YES/NO</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>

Column 1	Column 2	Column 3
29.9 section 192 or 193 - Land management agreement	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p>Are there attachments?</p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>CERTIFICATE OF TITLE VOLUME 5891 FOLIO 317, LOCAL GOVERNMENT INQUIRY CERTIFICATE (COUNCIL SEARCH) AND LAND MANAGEMENT AGREEMENT</p> <p>Date of agreement:</p> <p>10/03/2000</p> <p>Names of parties:</p> <p>CITY OF ONKAPARINGA AND R & L GIROLAMO PTY LTD AND ORIANA NOMINEES PTY LTD AND DOMAIN PROJECT DEVELOPMENT PTY LTD AND PINLEE PTY LTD</p> <p>Terms of agreement:</p> <p>REFER TO LAND MANAGEMENT AGREEMENT ATTACHED</p>	<p><input checked="" type="checkbox"/></p> <p>NO</p> <p>YES</p>

31. Public and Environmental Health Act 1987 (repealed)

31.2 Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2 - Condition (that continues to apply) of an approval	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p>Are there attachments?</p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>LOCAL GOVERNMENT INQUIRY CERTIFICATE (COUNCIL SEARCH)</p> <p>Date of approval:</p> <p>15/07/2008</p> <p>Name of relevant authority that granted the approval:</p> <p>THE CITY OF ONKAPARINGA</p> <p>Condition(s) of approval:</p> <p>145/145/2008 - 4000 LITRE STEDS</p>	<p><input checked="" type="checkbox"/></p> <p>NO</p> <p>YES</p>
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ACKNOWLEDGEMENT OF RECEIPT OF FORM 1

The Purchaser acknowledges receipt of the following:

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

the above being identified by pages numbered 1 to 12 inclusive, together with the following annexures and supporting documents (if any):

FORM R3 Buyers Information Notice

CERTIFICATE OF TITLE VOLUME 5891 FOLIO 317

LOCAL GOVERNMENT INQUIRY CERTIFICATE (COUNCIL SEARCH)

PROPERTY INTEREST REPORT

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

CERTIFICATE OF LAND TAX PAYABLE

CERTIFICATE OF WATER AND SEWER CHARGES & ENCUMBRANCE INFORMATION

MEMORANDUM OF ENCUMBRANCE

LAND MANAGEMENT AGREEMENT

HOME FIRE SAFETY FACT SHEET: SMOKE ALARM LEGISLATION

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.

Form R3

Buyers information notice

Land and Business (Sale and Conveyancing) Act 1994 section 13A
Land and Business (Sale and Conveyancing) Regulations 2010 regulation 17

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

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

Safety

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

Enjoyment

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

Value

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

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

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.

CERTIFICATE OF TITLE



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 5891 Folio 317

Parent Title(s) CT 5883/705
Creating Dealing(s) RTC 9520377
Title Issued 20/03/2003 **Edition** 8 **Edition Issued** 23/10/2025

Estate Type

FEE SIMPLE

Registered Proprietor

ANN JENNIFER CAVANAGH
ANTONY PETER CAVANAGH
OF 14 LURLINE BOULEVARD SELICKS BEACH SA 5174
AS JOINT TENANTS

Description of Land

ALLOTMENT 122 DEPOSITED PLAN 61490
IN THE AREA NAMED SELICKS BEACH
HUNDRED OF WILLUNGA

Easements

NIL

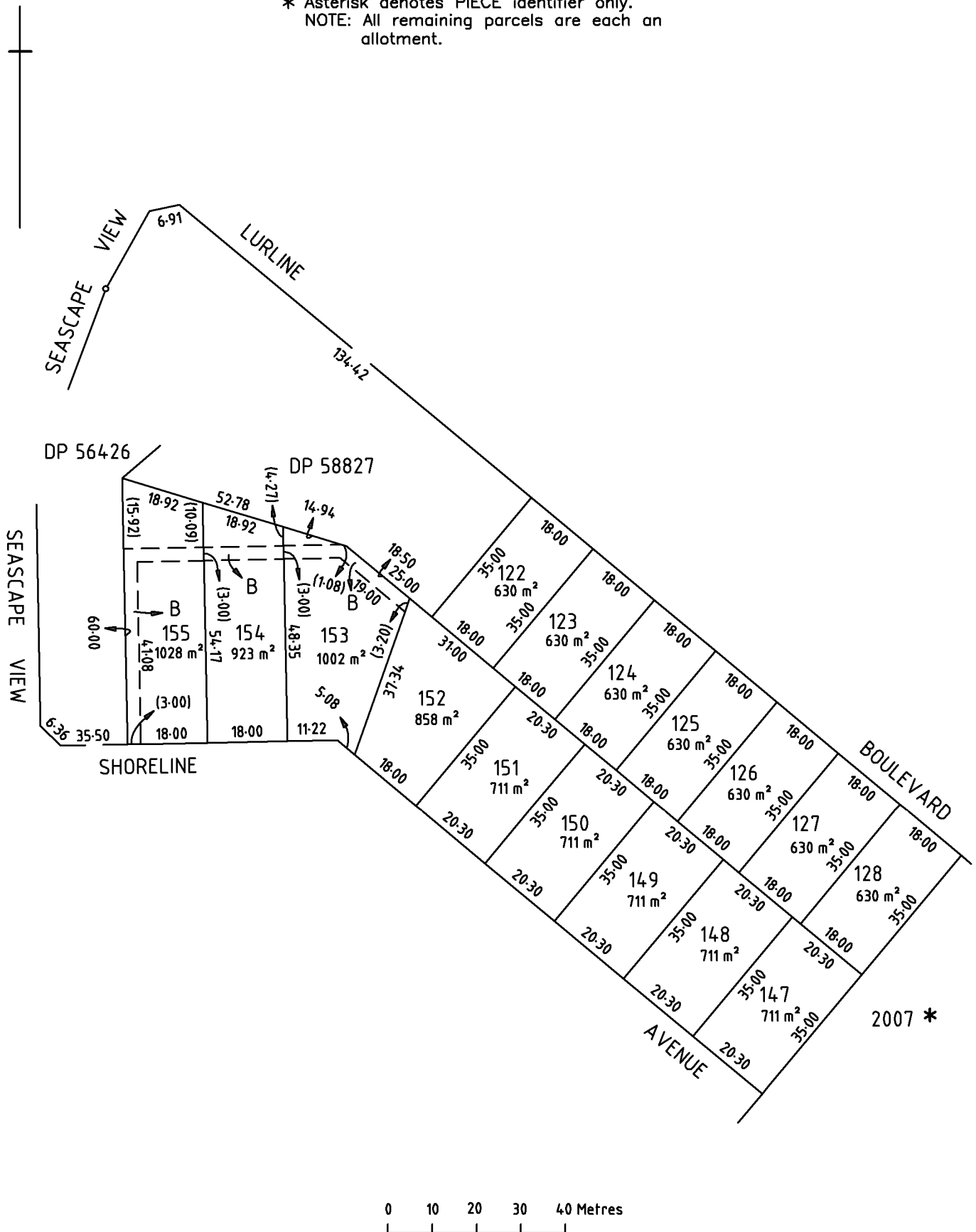
Schedule of Dealings

Dealing Number	Description
8853671	AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2)
10687033	ENCUMBRANCE TO ENCUMBRANCE CO. PTY. LTD. (SINGLE COPY ONLY)

Notations

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

* Asterisk denotes PIECE identifier only.
NOTE: All remaining parcels are each an allotment.



LOCAL GOVERNMENT INQUIRY CERTIFICATE (COUNCIL SEARCH)



For your information:

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

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

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

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

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

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

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

How to advise us of change of ownership?

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

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

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

Electronic settlement of funds is still preferred.

LOCAL GOVERNMENT RATES SEARCH

TO: Searchlight Technology
PO Box 232
RUNDLE MALL SA 5000

24 October 2025

DETAILS OF PROPERTY REFERRED TO:

Property ID : 62254
 Valuer General No : 1312968808
 Valuation : \$1,025,000.00
 Owner : Mrs Ann Jennifer Cavanagh & Mr Antony Peter Cavanagh
 Property Address : 14 Lurline Boulevard SELICKS BEACH SA 5174
 Volume/Folio : CT-5891/317
 Lot/Plan No : Allotment 122 DP 61490
 Ward : 01 South Coast Ward

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

Opening balance (as of 30 Jun 2025) including rates, fines and interest, and/or Block Clearing Charges	\$0.00
--	--------

Postponed Amount in Arrears	\$0.00
-----------------------------	--------

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

Total Rates Levied 2025-2026	\$3,809.52
-------------------------------------	-------------------

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	-\$953.52
----------------------------------	-----------

Overpayment	\$0.00
-------------	--------

Legal Fees (current)	\$0.00
----------------------	--------

Legal Fees (arrears)	\$0.00
----------------------	--------

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

Balance - rates and other monies due and payable	\$2,856.00
--	------------

Property Related Debts	\$0.00
------------------------	--------

BPAY Biller Code: 421503

Ref: 1220730622543

TOTAL BALANCE

\$2,856.00

AUTHORISED OFFICER
Danielle Hall

This statement is made the 24 October 2025

IMPORTANT INFORMATION REGARDING SEARCHES

Searchlight Technology
PO Box 232
RUNDLE MALL SA 5000

Attention Conveyancers

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

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

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

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

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

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

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

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

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

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

Yours sincerely

City Of Onkaparinga

Telephone (08) 8384 0666

Certificate No: S76009/2025

Property Information And Particulars

In response to an enquiry pursuant to Section 7 of the

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

TO: Searchlight Technology
PO Box 232
RUNDLE MALL SA 5000

DETAILS OF PROPERTY REFERRED TO:

ASSESSMENT NO	:	92439
VALUER GENERAL NO	:	1312968808
VALUATION	:	\$1,025,000.00
OWNER	:	Mrs Ann Jennifer Cavanagh & Mr Antony Peter Cavanagh
PROPERTY ADDRESS	:	14 Lurline Boulevard SELICKS BEACH SA 5174
VOLUME/FOLIO	:	CT-5891/317
LOT/PLAN NUMBER	:	Allotment 122 DP 61490
WARD	:	01 South 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	145/855/2008
Description	Two storey dwelling with balcony, double garage and verandah
Decision	Approved
Decision Date	17 April 2008

Development Plan Consent Conditions

1. All development shall be completed in accordance with the plan(s) and documents submitted with and forming part of the development application except where varied by the following condition(s).
2. The front setback area (between the front property boundary and front of the house) shall be planted with suitable trees, shrubs, lawn and/or ground cover. Such landscaping shall be completed within 6 months of the occupation of the dwelling and maintained in good condition at all times.
3. All stormwater drainage shall discharge so that it does not flow or discharge onto land of adjoining owners or in the opinion of Council detrimentally affect structures on this site or any adjoining land.
4. That effective measures be implemented during the construction of the development and on-going use of the land in accordance with this consent to:
 - prevent silt run-off from the land to adjoining properties, roads and drains
 - control dust arising from the construction and other activities, so as not to, in the opinion of Council, be a nuisance to residents or occupiers on adjacent or nearby land
 - ensure that soil or mud is not transferred onto the adjacent roadways by vehicles leaving the site
 - ensure that all litter and building waste is contained on the subject site in a suitable bin or enclosure or
 - ensure that no sound is emitted from any device, plant or equipment or from any source or activity to become an unreasonable nuisance, in the opinion of Council, to the occupiers of adjacent land.

Building Rules Consent Conditions

1. Control joints shall be formed in the masonry at the locations and to details as defined in the Engineers Footing Construction Report.
2. All steelwork, including wall ties and lintels in the masonry, metal bracing and tie downs, shall be protected against corrosion in accordance with AS 1684 2006 and AS 3700 2001, due to the site being in the proximity of the coast.

Application Number	145/3100/2009
Description	Domestic garage (7.5m x 4.0m) and verandah (6m x 6m)
Decision	Approved
Decision Date	21 October 2009

Building Rules Consent Conditions

1. No part of the structure shall encroach beyond the surveyed boundary.
2. Stormwater shall be diverted away from the building and shall not pond against or near the footings and shall not be discharged onto adjoining land. Where drainage is directed to the street water table, this shall be by way of a Council approved storm water drainage system.
3. The proposed verandah shall not be enclosed at any time without the prior consent of Council.
4. The structure shall be constructed in accordance with the manufacturers certified design for the relevant wind speed, and shall be securely braced and tied down to the footings.

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

Suburban Neighbourhood (SN)

Subzones

No

Zoning overlays

Overlays

Airport Building Heights (Aircraft Landing Area)

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

Affordable Housing

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

Building Near Airfields

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

Hazards (Bushfire - Urban Interface) (Urban Interface)

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

Hazards (Flooding - Evidence Required)

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

Native Vegetation

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

Prescribed Water Resources Area

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

Prescribed Wells Area

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

Regulated and Significant Tree

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

Stormwater Management

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

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 8853671 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

<i>Section 85(6), 85(10) or 106</i> Enforcement Order	NO
<i>Part 11 Division 2</i> Proceedings	NO
Fire and Emergency Services Act 2005	
<i>Section 105F (or section 56 or 83 (repealed))</i> Notice	NO
<i>Section 56 (repealed)</i> Notice issued	NO
Food Act 2001	
<i>Section 44</i> Improvement notice <i>issued against the land</i>	NO
<i>Section 46</i> Prohibition order	NO
Housing Improvement Act 1940 (repealed)	
<i>Section 23</i> Declaration that house is undesirable or unfit for human habitation	NO
Land Acquisition Act 1969	
<i>Section 10</i> Notice of intention to acquire	NO
Local Government Act 1934 (repealed)	
<i>Notice, order, declaration, charge, claim or demand given or made under the Act</i>	NO
Local Government Act 1999	
<i>Notice, order, declaration, charge, claim or demand given or made under the Act</i>	NO
Refer to separate attachment for Rates and Charges	
Local Nuisance and Litter Control Act 2016	
<i>Section 30</i> Nuisance or litter abatement notice <i>issued against the land</i>	NO
Planning, Development and Infrastructure Act 2016	
<i>Section 139</i> Notice of proposed work and notice may require access	NO
<i>Section 140</i> Notice requesting access	NO
<i>Section 141</i> Order to remove or perform work	NO
<i>Section 142</i> Notice to complete development	NO

<i>Section 155</i> Emergency order	NO
<i>Section 157</i> Fire safety notice	NO
<i>Section 192 or 193</i> Land Management Agreements	NO
<i>Section 198(1)</i> Requirement to vest land in a council or the Crown to be held as open space	NO
<i>Section 198(2)</i> Agreement to vest land in a council or the Crown to be held as open space	NO
<i>Part 16 - Division 1</i> Proceedings	NO
<i>Section 213</i> Enforcement notice	NO
<i>Section 214(6), 214(10) or 222</i> Enforcement order	NO

Public and Environmental Health Act 1987 (repealed)

<i>Part 3</i> Notice	NO
-------------------------	----

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

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

Application Number	145/145/2008
Description	4000 litre STEDS
Decision	Approved
Decision Date	15 July 2008

Waste Control Conditions

1. AUSTRALIAN STANDARD & RELEVANT CODE REQUIREMENTS
2. That the installation of the septic tank system is carried out by a licensed person and is installed in accordance with:
 - the plans forming part of this application, as approved, including any notations thereon, and
 - the details outlined in attachment/s, and
 - the requirements of the Code of Practice issued by the SA Health Commission for the Installation & Operation of Septic Tanks in South Australia
3. That all sanitary plumbing and drainage work associated with the connection of the sanitary fixtures to the septic tank system are installed in accordance with the National Plumbing & Drainage Code AS/NZ 3500.2.2:1996.
4. That there is no septic tank effluent discharge or run-off from the premises on which the system is installed, onto any premises of which the owner of the system is not in possession or onto any public place.
5. That the use of the septic tank system does not vary from that indicated on the application for approval to install the system.
6. That the septic tank system be operated and maintained in accordance with the Standards for Installation & Operation of Septic Tank Systems.
7. The approval granted to install a septic tank system shall become void if:
 - the work is varied from the approved plan without first having gained Council approval, or
 - the work is not commenced within 12 months after the day on which the approval was given.

8. The access openings to the septic tank shall be raised to the top of ground level using an approved shaft with a clear opening of at least 1100 x 700mm dia.
- REQUIREMENTS OF INSPECTION**
9. Notification to Council is required one full working day in advance for inspection of the following stages:
 - Underfloor plumbing
 - Drain, septic tank and disposal system
 - Final inspection
 10. The installation of the system (or part) is to be carried out by a licensed person and in strict accordance with the details and plans as approved.
 11. Any variation to the work as approved must not be undertaken until that variation has received Council approval.
 12. All plumbing and drainage work associated with the installation shall comply with the SA Health Commission's **Waste Control System Codes**.
 13. The use of the Waste Control System shall not vary from that indicated on the application for approval of the system.
 14. The Waste Control System shall be operated and maintained in accordance with the requirements of Council.
 15. Approval to install the Waste Control System shall become void if work is not commenced within (12) months after the day on which approval was given.
 16. The cut into the STEDS Connection be overseen by the STEDS Coordinator, United Utilities Australia on 8273 5567.

Community wastewater management system (CWMS) infrastructure can exist within private land and may not be identified on the associated certificate of title. The City of Onkaparinga (Council) is a licensed Water Industry Entity under the provisions of the Water Industry Act 2012.

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

NO

Particulars of building indemnity insurance

Details of Building Indemnity Insurance still in existence for building work on the land NO

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.)

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 24 October 2025

Emma Moyle

Coordinator Development Support

AUTHORISED OFFICER

PROPERTY INTEREST REPORT



Property Interest Report

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

Title Reference	CT 5891/317	Reference No. 2723900
Registered Proprietors	A P & A J*CAVANAGH	Prepared 24/10/2025 12:38
Address of Property	14 LURLINE BOULEVARD, SELICKS BEACH, SA 5174	
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

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

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

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

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

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

also

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

2. Aboriginal Heritage Act 1988

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

an area surrounding a site

2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

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

3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

4.1 section 5 - Notice requiring payment

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

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

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

5.6 section 57 - Land management agreement

Refer to the Certificate of Title

5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

5.9 section 71 - Fire safety notice

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

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

6. Repealed Act conditions

6.1	Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1967</i> (repealed) <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. <i>Land Acquisition Act 1969</i>		
17.1	section 10 - Notice of intention to acquire	Refer to the Certificate of Title for any notice of intention to acquire also Contact the Local Government Authority for other details that might apply
18. <i>Landscape South Australia Act 2019</i>		
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 | A Land Tax Certificate will be forwarded.
If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.

Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates
www.revenuesaonline.sa.gov.au |
|------|---|---|

20. *Local Government Act 1934 (repealed)*

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

21. *Local Government Act 1999*

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

22. *Local Nuisance and Litter Control Act 2016*

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

23. *Metropolitan Adelaide Road Widening Plan Act 1972*

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

24. *Mining Act 1971*

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

24.9	Proclamation with respect to a private mine	Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title
25. <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 5891/317
Status CURRENT
Easement NO
Owner Number 16218266
Address for Notices 114 OLD ST NORTH ADELAIDE, SA 5006
Area 630m² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

ANN JENNIFER CAVANAGH
ANTONY PETER CAVANAGH
OF 14 LURLINE BOULEVARD SELICKS BEACH SA 5174
AS JOINT TENANTS

Description of Land

ALLOTMENT 122 DEPOSITED PLAN 61490
IN THE AREA NAMED SELICKS BEACH
HUNDRED OF WILLUNGA

Last Sale Details

Dealing Reference TRANSFER (T) 10687032
Dealing Date 18/04/2007
Sale Price \$145,000
Sale Type TRANSFER FOR FULL MONETARY CONSIDERATION

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
AGREEMENT	8853671	
ENCUMBRANCE	10687033	ENCUMBRANCE CO. PTY. LTD.

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
1312968808	CURRENT	14 LURLINE BOULEVARD, SELICKS BEACH, SA 5174

Notations

Dealings Affecting Title

NIL

Notations on Plan

NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	1312968808
Type	Site & Capital Value
Date of Valuation	01/01/2025
Status	CURRENT
Operative From	01/07/2003
Property Location	14 LURLINE BOULEVARD, SELICKS BEACH, SA 5174
Local Government	ONKAPARINGA
Owner Names	ANN JENNIFER CAVANAGH ANTONY PETER CAVANAGH
Owner Number	16218266
Address for Notices	114 OLD ST NORTH ADELAIDE, SA 5006
Zone / Subzone	SN - Suburban Neighbourhood
Water Available	Yes
Sewer Available	No
Land Use	1100 - House
Description	6HDGV IG
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
D61490 ALLOTMENT 122	CT 5891/317

Values

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

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Previous	\$430,000	\$890,000			

Building Details

Valuation Number	1312968808
Building Style	Conventional
Year Built	2009
Building Condition	Very Good
Wall Construction	Rendered
Roof Construction	Galvanised Iron
Equivalent Main Area	265 sqm
Number of Main Rooms	6

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

Certificate of Title

Title Reference: CT 5891/317
Status: CURRENT
Edition: 8

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Status
20/10/2025	23/10/2025	14640860	DISCHARGE OF MORTGAGE	REGISTERED

Data Available - Dealings completed since 26/07/2025 and unregistered Dealings

Priority Notices

NIL

Registrar-General's Notes

No Registrar-General's Notes exist for this title

CERTIFICATE OF EMERGENCY SERVICES
LEVY PAYABLE





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: 2723900

LYON CONVEYANCING PTY LTD
87 NORTH EAST ROAD
COLLINSWOOD SA 5081

DATE OF ISSUE

27/10/2025

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NUMBER

16218266

OWNERSHIP NAME

A P & A J CAVANAGH

PROPERTY DESCRIPTION

14 LURLINE BLVD / SELICKS BEACH SA 5174 / LT 122 D61490

ASSESSMENT NUMBER

1312968808

TITLE REF.

(A "+" indicates multiple titles)

CT 5891/317

CAPITAL VALUE

\$1,025,000.00

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
\$	346.85
\$	208.70
\$	0.00
\$	-188.15
\$	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

25/01/2026



**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

 Billers Code: 456285 Ref: 7010171911 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 Community Emergency Services Fund , along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001
--	--	--

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.

CERTIFICATE OF LAND TAX
PAYABLE



**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: 2723900

DATE OF ISSUE

27/10/2025

LYON CONVEYANCING PTY LTD
87 NORTH EAST ROAD
COLLINSWOOD SA 5081

ENQUIRIES:

Tel: (08) 8372 7534

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

A P & A J CAVANAGH

FINANCIAL YEAR

2025-2026

PROPERTY DESCRIPTION

14 LURLINE BLVD / SELICKS BEACH SA 5174 / LT 122 D61490

ASSESSMENT NUMBER

1312968808

TITLE REF.

(A "+" indicates multiple titles)

CT 5891/317

TAXABLE SITE VALUE

\$500,000.00

AREA

0.0630 HA

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

CURRENT TAX	\$	105.77	SINGLE HOLDING	\$	0.00
- DEDUCTIONS	\$	0.00			
+ ARREARS	\$	0.00			
- PAYMENTS	\$	0.00			
= AMOUNT PAYABLE	\$	105.77			

Please Note:

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

ON OR BEFORE**25/01/2026****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****OWNERSHIP NUMBER**

16218266

OWNERSHIP NAME

A P & A J CAVANAGH

ASSESSMENT NUMBER

1312968808

AMOUNT PAYABLE

\$105.77

AGENT NUMBER

100018880

AGENT NAME

LYON CONVEYANCING PTY LTD

PAYABLE ON OR BEFORE

25/01/2026

+70101718200012> +000927+ <0550574752> <0000010577> +444+

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: 7010171820 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
--	--	---

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.

CERTIFICATE OF WATER AND SEWER CHARGES & ENCUMBRANCE INFORMATION



Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
13 12968 80 8	CT5891317	28/10/2025	372	2723900

LYON CONVEYANCING PTY LTD
 87 NORTH EAST ROAD
 COLLINSWOOD SA 5081
 jessica.salotti@lyonconveyancing.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: MR A & MRS J CAVANAGH
 Location: 14 LURLINE BLVD SELICKS BEACH LT 122 D61490
 Description: 6HDGV IG Capital \$1 025 000
 Value:
 Rating: Residential

Periodic charges

Raised in current years to 30/9/2025

			\$
	Arrears as at: 30/6/2025	:	0.00
Water main available: 1/7/2003	Water rates	:	82.30
Sewer main available:	Sewer rates	:	0.00
	Water use	:	2.31
	SA Govt concession	:	0.00
	Recycled Water Use	:	0.00
	Service Rent	:	0.00
	Recycled Service Rent	:	0.00
	Other charges	:	0.00
	Goods and Services Tax	:	0.00
	Amount paid	:	84.61CR
	Balance outstanding	:	0.00

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

Next quarterly charges: Water supply: 82.30 Sewer: 0.00 Bill: 3/12/2025

A sewer main is not gazetted as available to service the above property. If a sewer main is ever gazetted as available, the property will rate for sewer from the quarter following gazettal or from when the service is fixed, whichever is earliest.

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

The last Water Use Year ended on 27/05/2025.

Please note: If you have also ordered a Special Meter Reading for this property and it comes back as estimated, please ensure you provide a photo of the meter including serial number to have the certificate reissued.

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

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

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

South Australian Water Corporation

Name:
MR A & MRS J CAVANAGH

Water & Sewer Account
Acct. No.: 13 12968 80 8

Amount: _____

Address:
14 LURLINE BLVD SELICKS BEACH LT
122 D61490

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	1312968808



Bill code: 8888
Ref: 1312968808

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: 1312968808



**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

MEMORANDUM OF ENCUMBRANCE



E 10687033



12:43 23-Apr-2007

Single Copy Only

3 of 3

Fees: \$104.00

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.
3

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1886

Solicitor/Registered Conveyancer/Encumbrancee

JL PAHOLSKI / KA MORRIS

M. C. NICHOLAS

AGENT CODE

Lodged by: **LYON CONVEYANCIA LYONST**
North East Conveyancers **NELB**
32a Kensington Road Rose Park SA 5067

Correction to: **North East Conveyancers** **NELB**
17335

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)

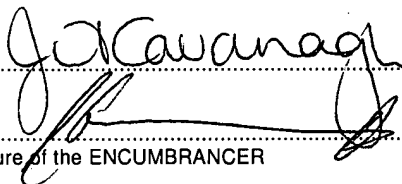
PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE
UNDERMENTIONED AGENT(S)

ITEM(S)	AGENT CODE

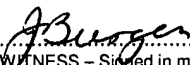
CORRECTION	PASSED
REGISTERED 	23 MAY 2007 pro REGISTRAR-GENERAL

DATED 16-4-07

EXECUTION



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.

Jennifer Dawn Burgess

Print Full name of Witness (BLOCK LETTERS)

163 Kesters Road

Para Hills SA 5096

Address of Witness

Business Hours Telephone Number 82652900

Signature of the ENCUMBRANCER

MEMORANDUM OF ENCUMBRANCE

CERTIFICATE(S) OF TITLE BEING ENCUMBERED THE WHOLE OF THE LAND COMPRISED IN CERTIFICATE OF TITLE REGISTER BOOK VOLUME 5891 FOLIO 317							
ESTATE AND INTEREST IN FEE SIMPLE	ENCUMBRANCES AG 8853671						
ENCUMBRANCER (Full name and address) JENNIFER ANN CAVANAGH AND ANTONY PETER CAVANAGH OF 35A SEAVIEW ROAD YATALA VALE SA 5126							
ENCUMBRANCEE (Full name, address and mode of holding) ENCUMBRANCE COMPANY PTY LTD ACN 086 414 628 OF 32A KENSINGTON ROAD ROSE PARK SA 5067							
OPERATIVE CLAUSE <div style="text-align: right; margin-top: 10px;"> THE ENCUMBRANCER ENCUMBERS THE ESTATE AND INTEREST IN THE LAND ABOVE DESCRIBED FOR THE BENEFIT OF THE ENCUMBRANCEE SUBJECT TO THE ENCUMBRANCES AND OTHER INTERESTS AS SHOWN HEREON WITH AN ANNUITY OR RENT CHARGE OF </div> <div style="margin-top: 20px;"> <table style="width: 100%; border: none;"> <tr> <td style="width: 40%; vertical-align: top;"> (a) Insert the amount of the annuity or rent charge </td> <td style="width: 60%; vertical-align: top;"> (a) TEN CENTS PER ANNUM (IF DEMANDED) </td> </tr> <tr> <td style="vertical-align: top;"> (b) State the term of the annuity or rent charge. If for life use the words "during his or her lifetime" </td> <td style="vertical-align: top;"> (b) TO BE PAID TO THE ENCUMBRANCEE TO BE PAID TO THE ENCUMBRANCEE FOR A PERIOD OF TEN (10) YEARS COMMENCING ON FROM THE DATE OF THIS DOCUMENT </td> </tr> <tr> <td style="vertical-align: top;"> (c) State the times appointed for payment of the annuity or rent charge. Any special covenants may be inserted on page 2. </td> <td style="vertical-align: top;"> (c) AT THE TIMES AND IN THE MANNER FOLLOWING AS PER COVENANTS ATTACHED </td> </tr> </table> </div>		(a) Insert the amount of the annuity or rent charge	(a) TEN CENTS PER ANNUM (IF DEMANDED)	(b) State the term of the annuity or rent charge. If for life use the words "during his or her lifetime"	(b) TO BE PAID TO THE ENCUMBRANCEE TO BE PAID TO THE ENCUMBRANCEE FOR A PERIOD OF TEN (10) YEARS COMMENCING ON FROM THE DATE OF THIS DOCUMENT	(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 AS PER COVENANTS ATTACHED
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(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 AS PER COVENANTS ATTACHED						

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:
AS PER COVENANTS ATTACHED

The Encumbrancer (which expression includes, when "the Encumbrancer" is a corporate body, its successors and assigns, and when "the Encumbrancer" is a person that person's heirs executors administrators and transferees and, where there is more than one corporate body and/or person comprised in the expression all of them jointly and each of them severally and the respective successors assigns heirs executors administrators and transferees of all of them) HEREBY ENCUMBERS the said land as part of and for the benefit the owners from time to time of the land in or derived from Allotments 501, 502, 503 and 504 in Deposited Plan No. 55025 from which the subject allotment forms part and for the benefit of the Encumbrancee (which expression includes the Encumbrancee's respective successors and assigns) subject however to the encumbrances as shown hereon, and covenants with the Encumbrancee in addition and without prejudice to the covenants on the part of the Encumbrancer and the powers rights and remedies of the Encumbrancee as Encumbrancee implied herein under and by virtue of the provisions of the Real Property Act 1886 (as amended) thereof for the time being in force except insofar as the same are hereby expressed or implied varied negated or modified as follows-

In consideration of the Encumbrancee agreeing to administer the terms and conditions of this encumbrance, (subject always to the Encumbrancee being entitled to recover its costs in the event of it being required to undertake any action in connection with the enforcement of the terms and conditions of this encumbrance), the Encumbrancer will pay to the Encumbrancee the sum of TEN CENTS (\$0.10) if demanded on the 1st day of July next and each succeeding 1st day of July provided that the Encumbrancee shall not demand payment of the said amount if and so long as the Encumbrancer and the Encumbrancer's successors in title shall duly perform and observe all the covenants terms and conditions herein set forth (and the burden of providing such performance and observance shall be with the Encumbrancer) and provided always that none of the foregoing provisions shall in any way effect or prejudice the rights of the Encumbrancee to an injunction to restrain any breach of the covenants terms and conditions herein set forth or to damages for such breach.

1. The Encumbrancer shall not erect or cause to be erected any improvements on the Allotment without the written consent of the Encumbrancee or its nominated representative. Improvements on the land are required to comply with the Building Guidelines shown on Annexure "A" attached.
2. It is hereby agreed by and between the Encumbrancee and the Encumbrancer that:-
 - a. in the event that the Encumbrancer shall sell or agree to sell the estate or interest of the Encumbrancer in the said land the Encumbrancer shall obtain from the intending purchaser or transferee of the land the subject of the sale or transfer a binding agreement to execute and lodge for registration under the provisions of the Real Property Act 1886 (as amended) forthwith after the registration of the Memorandum of Transfer in respect of the said land the subject of the sale or transfer a Memorandum of Encumbrance containing the same or substantially similar covenants and other stipulations as are contained with the substitution of:
 - (i) the name and address and description of the intending purchaser or transferee of the said land or such part or portion thereof subject to the sale or transfer as Encumbrancer
 - (ii) a description of the said land subject to the sale or transfer in a form required for registration
 - (iii) such further or other consequential amendments as may be required for registration.
 - b. Subject to compliance with part a. of this clause, the Encumbrancer and the successors in title of the Encumbrancer shall be successively released and discharged from the payment of the said annuity and from the observance and performance of the covenants terms and conditions and other stipulation's herein contained and applied forthwith upon ceasing to be the registered proprietor of the said land to the extent that the said annuity and the covenants terms and conditions and other stipulation's shall be binding only upon the registered proprietor of the said land.
3. The Encumbrancee agrees that any Encumbrance made between the Encumbrancer and the Encumbrancee containing these or similar covenants and registered on the Certificate of Title may at the option of the Encumbrancee be temporarily withdrawn or substituted in order to allow a mortgage or other document priority and the Encumbrancer shall bear the costs in all things of the temporary withdrawal or substitution thereof.

ENCUMBRANCE INSERT SELICKS

4. The Encumbrancee reserves the right to fully discharge the Memorandum of Encumbrance at the request and cost of the Encumbrancer providing all of the relevant covenants have been complied with.
5. The Encumbrancer hereby indemnifies the Encumbrancee and agrees to keep it forever indemnified in respect of the whole of its costs and expenses of and incidental to the negotiations preparation stamping and registration of this encumbrance and the implementation of its terms.
6. Any notice or demand to be given to or made upon the Encumbrancer herein may be given or made by posting or delivering the same in writing signed by any officer or solicitor or agent for and on behalf of the Encumbrancee to or at the registered office for the time being of the Encumbrancer or (in the case the Encumbrancer for the time being is not a corporation), by posting or delivering the same so signed to or at the Encumbrancer's last known place of business or abode in South Australia and any notice posted under this Encumbrance shall be deemed to have been received in due course of post.
7. The Encumbrancee may from time to time in its absolute discretion 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 same plan of division and whether the same where entered into or imposed before or at the same time as or after the date hereof and no modification or waiver or release shall release the Encumbrancer or his successor in title from the covenants and other stipulations herein contained and implied.
8. No waiver by the Encumbrancee of any breach of any covenant or condition of this encumbrance or grant of any time or indulgence by the Encumbrancee in relation thereto shall operate as waiver of another breach of the same or any other covenant or condition of this encumbrance or any right, action or remedy of the Encumbrancee.

ANNEXURE "A"

BUILDING GUIDELINES

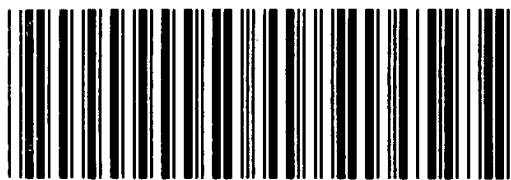
1. All plans and specifications, construction details for any proposed development on the Allotment including the dwelling, garaging, fencing, outbuildings and other structures including antennae and air conditioners are to be submitted to Prodec Pty. Ltd. or its nominated representative for approval prior to the Encumbrancer seeking Council development consent and prior to the commencement of any construction works on the Allotment.
2. Development should be consistent with and complement and enhance the seaside character of the Sellicks Beach area. The incorporation of coastal architectural forms, materials and colours for external areas is encouraged (as distinct from more "suburban" style buildings).
3. Dwellings on Allotments 1-22 inclusive and Allotment 46 should be designed facing the foreshore whilst the rear of such dwellings abutting the public road should be designed with a sense of "address" and with a pleasant appearance from the road.
4. There shall be a minimum of 1000mm building set back from one side boundary of each Allotment and at least a 4000mm set back from the front coastal boundary of Allotments 1 to 22 inclusive and Allotment 46. Nothing herein shall prevent the establishment of patio areas and decking at ground level within this 4000mm set back area of these Allotments.
5. Owners of Allotments 1-22 and Allotment 46 shall install a 1200mm high, open style tubular fence in a style and profile acceptable to both Prodec Pty. Ltd. and the Council to the front coastal boundary of the Allotment within six calendar months of settlement.
6. Transportable buildings are not permitted on the Allotment.
7. Buildings should be constructed using lightweight cladding, quality limestone and or rendered stone or masonry. Face brickwork is not encouraged unless it is a material essential to the architectural character of the dwelling and a suitable argument is presented for its inclusion.
8. No aerials, antennae, solar panels, air conditioning units or other roof mounted structures shall protrude above the ridge line of the roof and are to be located to minimise their impact on public or neighbour's view.
9. Where possible, free standing garages and outbuildings should be designed to be incorporated as part of the main dwelling and consistent with the style, and of the same colour and materials as the dwelling. Free standing garages, outbuildings and fences are not to be constructed using plain galvanized iron, zincalume, face brick or stone or fibre cement sheeting. Solid panel fencing is not permitted within any required front or rear building set back area.
10. A variety of roof structures, forms and roofing materials is encouraged but pitched roofs are to have a minimum pitch of 30°. Fibre cement and uncoated galvanised iron or zincalume roofing is not permitted. Flat roofs are acceptable only if they are designed as an integral part of and complement the seaside character of the dwelling.
11. The maximum height of the dwelling is to be 9000mm from existing ground level to the highest point of the roof.
12. Dwellings should be carefully designed to include a high degree of architectural form and to incorporate articulated roof designs, large decks, verandahs or porches, large window areas and courtyards which take advantage of winter sun and provide protection from prevailing winds.

LAND MANAGEMENT AGREEMENT



LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

8853671



FORM APPROVED BY THE REGISTRAR-GENERAL

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1986

Solicitor/Registered Conveyancer/Applicant

G. MANOS

BELOW THIS LINE FOR OFFICE USE ONLY

Date	14 MAR 2000	Time	13:25
FEES			
R.G.O.	POSTAGE	ADVERT	NEW C.T.
82	6		

CT 5688/959 and 960 are subject to X 8742152
and 8742151 respectively - the notation of
this AG may proceed in this instance after
consultation with Don Macintosh (GRO)
13/4/2000

01

EXAMINATION

<u>CORRECTION</u>	<u>PASSED</u>

BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

Lodged by: Manos & Assoc. MAP7P

Correction to: " " "

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

ITEM CT/CL REF.	AGENT CODE
CTs	MAP7P

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

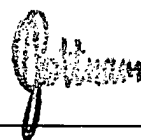
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Assessor

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

-
-
-
-
-

REGISTERED 13 APR 2000



proREGISTRAR GENERAL

Application to Note Land Management Agreement under sect 57 of the Development Act

TO: THE REGISTRAR GENERAL

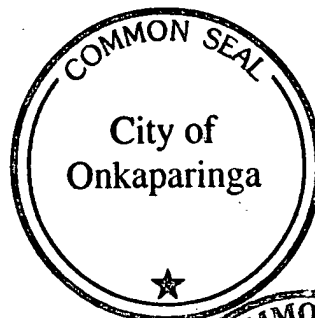
CITY OF ONKAPARINGA of PO Box 1 Noarlunga Centre SA 5168 does pursuant to the provisions of Section 57(5) of the Development Act 1993 ~~HEREBY APPLY FOR THE REGISTRATION~~ of the attached Land Management Agreement pursuant to the provisions of Section 57 of the said Act which Land Management Agreement is dated the 10 day of March 2000 and made between CITY OF ONKAPARINGA of the first part and R & L GIROLAMO PTY LTD ACN 007 981 553 of 40 Gladstone Avenue, Magill SA 5072 and ORIANA NOMINEES PTY LTD ACN 007 800 428 C/- 1/57 Northcote Street, Medindie SA 5081 and DOMAIN PROJECT DEVELOPMENT PTY LTD ACN 008 202 757 of 2 Majestic Grove, Highbury SA 5089 and PINLEE PTY LTD ACN 008 182 572 of 100 Rundle Street, Kent Town SA 5067 collectively of the second part and which Agreement binds the whole of the land comprised in Certificates of Title Register Book Volume 4227 Folio 620 Volume 4227 Folio 421 and Volume 4227 Folio 622. — *Now 5089-959*
The Agreement relates to the management of the land for the purposes of Section 57 of the said Act.

Now 5088-960

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

[Signature] Mayor

[Signature] City Manager



THE COMMON SEAL of
R & L GIROLAMO PTY LTD

ACN 007 981 553 was hereunto affixed in accordance
with its articles of association:

[Signature]
Signature of authorised person

[Signature]
Signature of authorised person

Director
Office Held

G. Girolamo
Name of authorised person
(Block letters)

SECRETARY
Office Held
G. GIROLAMO.
Name of authorised person
(Block letters)

THE COMMON SEAL of
ORIANA NOMINEES PTY LTD

ACN 007 800 428 was hereunto affixed in accordance
 with its articles of association:


 Signature of authorised person

DIRECTOR
 Office Held

EMANUELA G. LONGO
 Name of authorised person
 (Block letters)



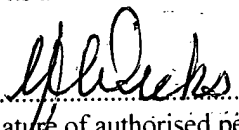
Signature of authorised person

DIRECTOR / SEC
 Office Held

NICOLA LONGO
 Name of authorised person
 (Block Letters)


THE COMMON SEAL of
DOMAIN PROJECT DEVELOPMENT PTY LTD

ACN 008 202 757 was hereunto affixed in accordance
 with its articles of association:


 Signature of authorised person

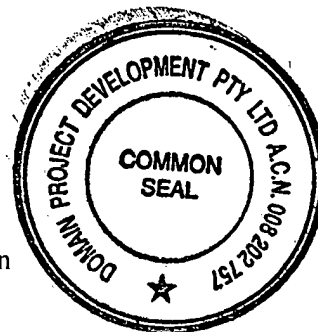
Director
 Office Held

CHRISTOPHER JOHN WICKS
 Name of authorised person
 (Block letters)


 Signature of authorised person

DIRECTOR / SEC
 Office Held

KIM ANTHONY BURKE
 Name of authorised person
 (Block letters)



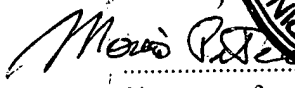
THE COMMON SEAL of
PINLEE PTY LTD

ACN 008 182 572 was hereunto affixed in accordance
 with its articles of association:


 Signature of authorised person

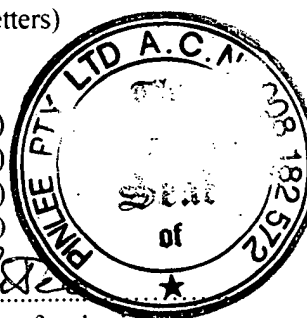
SEC / DIRECTOR
 Office Held

Lelio Bibbo
 Name of authorised person
 (Block letters)


 Signature of authorised person

DIRECTOR
 Office Held

MARIO PITEO
 Name of authorised person
 (Block letters)



THIS DEED is made the 10 day of March 2000.

BETWEEN:

CITY OF ONKAPARINGA of PO Box 1, Noarlunga SA 5168
in the State of South Australia (the Council)

AND:

R & L GIROLAMO PTY LTD ACN 007 981 553
of 40 Gladstone Avenue, Magill SA 5072
in the State of South Australia

S.A. STAMP DUTY PAID
ORIGINAL with 0 copies
14/03/2000 13:07:58
DEED

AND:

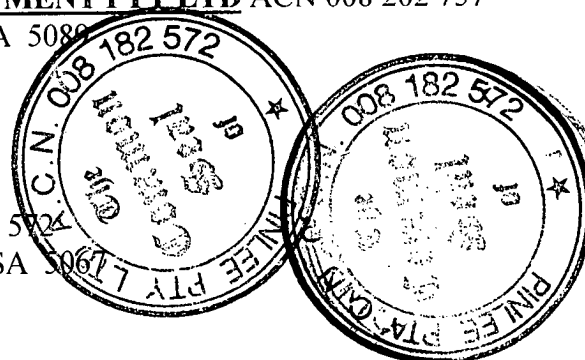
ORIANA NOMINEES PTY LTD ACN 007 800 428
C/- 1/57 Northcote Street, Medindie SA 5081
in the State of South Australia

AND:

DOMAIN PROJECT DEVELOPMENT PTY LTD ACN 008 202 757
of 2 Majestic Grove, Highbury SA 5089
in the State of South Australia

AND:

PINLEE PTY LTD ACN 008 182 572
of 100 Rundle Street, Kent Town SA 5067
in the State of South Australia



(collectively the Landowners)

RECITALS

- A. Pinlee Pty Ltd ACN 008 182 572 is the registered proprietor of allotment 29 of Section 652 Hundred of Willunga in the area named Sellicks Beach being the land comprised in Certificate of Title Register Book Volume 4227 Folio 620. Domain Project Development Pty Ltd ACN 008 202 757 of 2 Majestic Grove Highbury is the registered proprietor of allotment 30 of Section 652 Hundred of Willunga in the area named Sellicks Beach being the land comprised in Certificate of Title Register Book Volume 4227 Folio 621. R & L Girolamo Pty Ltd ACN 007 981 553 is the registered proprietor of one undivided moiety in allotment 31 of Section 652 Hundred of Willunga in the area named Sellicks Beach being the land comprised in Certificate of Title Register Book Volume 4227 Folio 622. Oriana Nominees Pty Ltd ACN 007 800 428 is the registered proprietor of the other undivided moiety in allotment 31 of Section 652 Hundred of Willunga in the area named Sellicks Beach being the land comprised in Certificate of Title Register Book Volume 4227 Folio 622. Pinlee Pty Ltd ACN 008 182 572, Domain Project Development Pty Ltd ACN 008 202 757, R & L Girolamo Pty Ltd ACN 007 981 553 and Oriana Nominees Pty Ltd ACN 007 800 428 are hereinafter called "the Landowners". Allotments 29, 30 and 31 of Section 652 Hundred of Willunga in the area named Sellicks Beach are hereinafter called "the land".

- B. The land is situate in the area of the Council.
- C. By Development Application No. 130/DO16/95 ("the Application"), Prodec Pty Ltd ACN 008 041 996 of 2 Majestic Grove Highbury SA Project Manager and Land Developer (Prodec) (with the consent of the then landowners) sought Provisional Development Plan Consent from the then Willunga Council to develop the land by creating an additional 114 allotments in accordance with a plan drawn by Fyfe Surveyors Pty Ltd dated 15 June, 1995. Prodec has since lodged in substitution for the plan lodged with the Application various amended plans, the last of which is annexed hereto and marked "A" ("the Plan").
- D. The Council is the relevant authority in relation to the Application pursuant to the provisions of the Development Act, 1993 ("the Act").
- E. The Landowners have agreed to allow the development of portion of the land by Prodec in accordance with a certain Joint Venture Agreement between the Landowners and Prodec and to undertake the works shown on the Plan.
- F. Prodec has agreed to enter into a separate Deed with the Council whereby it has agreed to comply in all respects with the obligations imposed on it in this Land Management Agreement whether such obligations are joint or several with the Landowners as if Prodec itself were a party to the Land Management Agreement.
- G. Upon the noting of this Agreement against all of the Certificates of Title set out in Recital A in accordance with Section 57 of the Act, the Council has indicated it will consider the Application and the Plan and take into account this Agreement in considering the Application.
- H. This Agreement is an Agreement relating to the management, preservation and conservation of the land pursuant to Section 57 of the Act.

NOW THIS DEED WITNESSES

1. INTERPRETATION

1.1 Definitions

In this document, unless the context otherwise requires:

"the Act" means the Development Act, 1993 or, if the Development Act, 1993 is repealed and there comes into force a new Act dealing with substantially the same subject matter as the Development Act, 1993, such new Act or its successors and in any case includes statutory instruments made under those Acts. Where in any part of this Agreement a Section is cited, then if the Development Act 1993 is repealed, that Section number shall be taken to mean that Section of the Act which succeeds the Development Act 1993 which deals with substantially the same subject matter as the Section cited;

"development approval" means that approval or any component stage of that approval granted by the relevant authority to the Application after a consent has been granted in respect of the matters listed in Section 33 of the Act insofar as they are relevant to the development the subject of the Application;

"the Landowners" means R & L Girolamo Pty Ltd ACN 007 981 553, Oriana Nominees Pty Ltd ACN 007 800 428, Domain Project Development Pty Ltd ACN 008 202 757 and Pinlee Pty Ltd ACN 008 182 572;

"the Council" means the City of Onkaparinga and if the context permits means the District Council of Willunga (which Council amalgamated with the Cities of Happy Valley and Noarlunga so as to form the City of Onkaparinga) and its successors;

"the Plan" means the plan annexed hereto and marked "A";

"the Subsequent Owner" means any person(s) and/or company(ies) registered as the proprietor(s) of an estate in fee simple in the land or portion of the land (including a Residential Allotment) subsequent to the Landowners (or any of them), and if more than one, then all of them;

"Residential Allotment" means any of the allotments numbered 1 to 45, 48-53, 72-77, 79-87, 106-121 and 181-190 inclusive on the Plan.

1.2 Construction

In this document, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) an obligation of two or more parties shall bind them jointly or severally;
- (c) if a word or phrase is defined cognate words and phrases have corresponding definitions; and
- (d) a reference to
 - (i) a person includes a corporation and a body politic;
 - (ii) a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them made by any legislative authority;
 - (iii) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
 - (iv) a right includes a remedy, authority or power;

1.3 Headings

Headings shall be ignored in construing this document.

1.4 Accuracy of Recitals

The parties acknowledge that the Recitals are true and accurate and agree that they form part of this Agreement.

2. Stormwater and Drainage – Lot 3000

- 2.1. There is a gully/channel which from time to time carries stormwater adjacent to the southern boundary of the land (the channel). The channel is located partly in Lot 3000 and partly within Council's road reserve. The Council is investigating the flow of water carried in the channel including the catchment area for the channel.
- 2.2. The Council has indicated that it may require Lot 3000 for the purposes of a drainage reserve. As at the time of this Agreement Council is not able to say whether it requires all or any of Lot 3000 for drainage purposes until such time that it completes and adopts certain design works associated with the existing channel. However the Landowners have agreed to transfer Lot 3000 as a drainage reserve to the Council at no cost to the Council upon lodgement of the Deposited Plan at the Lands Title Office.
- 2.3. In the event that Council does not require any or all of Lot 3000 Council agrees (subject to Ministerial approval) to transfer back to the Landowners or their nominee at no cost to the Council all or that part of Lot 3000 not required by the Council for drainage purposes. In the event that Lot 3000 or any part thereof is transferred from the Council back to the Landowners or their nominee the Council agrees and acknowledges that the 3000 may be developed subject to obtaining all necessary consents under the Development Act.
- 2.4. Council agrees that 50% of the area of Lot 3000 shall be treated as a reserve for the purposes of any open space contribution required under the Development Act in respect of any application(s) that may be made to further divide the balance of the land not shown as Residential Allotments on the Plan.

3. Effluent/sewage treatment

- 3.1. Subject to Clause 3.8, prior to the human occupation of any building on any portion of the land, and in any case within one year of the day upon which the Registrar-General deposits the Plan, the Landowners and/or Prodec must construct on Allotment 1002 on the Plan a package treatment plant for the treatment of effluent or sewage from the Residential Allotments ("the Plant"). The Plant must have the capacity to treat effluent or sewage from at least 3.5 people per created Residential Allotment on any day ("the capacity") provided that upon application by the Landowners and/or Prodec, the Council may in its absolute discretion permit the occupation of a building or buildings on the land at a time when the capacity of the plant is less than the finished capacity. Disinfection shall involve the use of artificial ultraviolet light or such other mutually acceptable processes.

- 3.2 The design and construction of the Plant shall be such so as to enable possible future connection to the Plant by other allotments within the land and/or from areas outside the land. In the event that the plant is to be used by allotments not forming portion of the land then all costs incurred to connect such land including any associated expansion of the Plant shall not be borne by either the Landowners or Prodec. However any cost associated with the modular increase in the capacity of the Plant for the purposes of servicing the allotments forming part of the land shall be borne by the Landowners as at the time of the modular increase.
- 3.3 Any treatment Plant shall include appropriate provision so as to minimise sludge removal frequency.
- 3.4 The Landowners and/or Prodec will provide a subsurface irrigation system from the Plant to enable the effective and safe distribution onto the areas specified on the Plan and at a discharge rate of 4.5 litres per square metre per day continuously throughout the year.
- 3.5 Upon completion of the Plant the Landowners and/or Prodec shall own and operate the plant for a period of 5 years at their cost. However the parties agree that Council may in its discretion serve a Notice on the Landowners requiring the Landowners to transfer the Plant and Allotment 1002 on the Plan to the Council at no cost to the Council and for nil consideration. Such Notice is to be given by the Council prior to the construction of the Plant. In the event Notice is given and the Plant transferred to the Council, the Council shall operate and maintain the plant for the benefit of the Residential Allotments. In that event the Landowners and/or Prodec further agree that for a period of five (5) years from the commencement of the operation of the Plant it will reimburse the Council on an annual basis for any costs that the Council incurs in so operating the plant which costs cannot reasonably be recovered from any rates and charges that the Council levies from those owners of the Residential Allotments. The Council agrees that the amount it will charge any owner of the land including any subsequent owner for the use of the Plant shall be a proper amount that is commercially based having regard to the commercial cost of operating the Plant.
- 3.6 Prior to the human occupation of any building on any portion of the land, the Landowner or the relevant subsequent owner of that land and building to be so occupied shall ensure that that land is connected to a common effluent or sewage disposal system for the conveying of effluent or sewage to the Plant shown on the Plan. In this respect it is expressly agreed that this obligation may be imposed on the subsequent owner of the land or portion thereof including any Residential Allotments.
- 3.7 Allotments 1003 & 1004 shall be transferred to the Council by the Landowners at no cost to the Council which allotments shall be used for the purposes of waste water irrigation. Such transfer is to take place simultaneously with the transfer of the plant.
- 3.8 In the event that alternative suitable off site effluent or sewage treatment (and in

particular the Aldinga Waste Water Treatment Plant) becomes available prior to establishing the plant, then the Landowners shall pay to the Council the sum of \$140,000 which sum is to be applied for the purposes of connecting the residential allotments to the alternative off site effluent treatment or sewage the Council shall transfer Allotments 1003 & 1004 back to the Landowners or their nominee at no cost to the Council.

- 3.9 Further in the event that the plant is established but its use is no longer necessary by reason of the availability of alternative suitable off site effluent or sewage treatment, the Council shall transfer Allotments 1003 & 1004 back to the Landowners or their Nominee at no cost to the Council.
- 3.10 In the event that Allotments 1003 & 1004 are transferred to the Landowners pursuant to either Clauses 3.8 or 3.9 the Council agrees and acknowledges that the said allotments may be developed subject to obtaining all necessary consents under the Development Act.

4 Urban Design Principles for Dwellings on Residential Allotments

- 4.1 No building or structure (including those sheds and outbuildings which are exempt from the definition of development pursuant to Schedule 3 of the Development Regulations 1993) shall be constructed on any Residential Allotment unless such building or structure complies with the following criteria:-
 - 4.1.1 There shall be at least a 1 metre setback from one side boundary.
 - 4.1.2 No aerials TV antennae or roof airconditioner shall protrude above the ridge roof line. (It is acknowledged that aerials TV antennae and airconditioners are exempt from the definition of development in the Act but the parties have agreed to this clause so as to enhance the amenity of the Residential Allotments.)
 - 4.1.3 There shall be at least a 4 metre setback from the front or coastal boundary of Allotment 1 – 22 inclusive. Nothing herein shall prevent the establishment of patio areas or ground level decking etc within this area.
- 4.2 As regards those Residential Allotments marked 1-22 inclusive on the Plan the Landowners shall within 6 months of the issue of the Section 51 certificate establish tubular type fencing or other suitable open style fencing acceptable to the Council facing the coast which fencing shall not exceed 1.2 metres in height. All such fencing shall be consistent and of the one type. The Landowners and any subsequent owners are required to maintain the said fence.
- 4.3 The Landowners shall within 3 months of the issue of the Section 51 certificate at its cost:-
 - 4.3.1 Establish a rural type fence (ie post and wire) on the western boundary of the land
 - 4.3.2 Establish not more than two access points and to a construction standard acceptable to Council from the land to the beach in such positions as reasonably determined by the Council.

5. Underground services

The Landowners must cause all services to be placed underground including but not limited to electricity and telecommunication services.

6. Cost of works

The Council shall not be responsible for the payment of any portion of the cost of any of the works provided for in this Agreement unless otherwise expressly provided for.

7 Additional requirements and Obligations of Prodec

7.1 The requirements of this Agreement are at all times to be construed as additional to the requirements of the Act and any other legislation affecting development of the land.

7.2 The parties acknowledge that certain obligations in this agreement are imposed jointly on the Landowners and Prodec. As Prodec is not the owner of any of the land Prodec has entered into a separate agreement with the Council ensuring that wherever required it will comply with the obligations imposed on it by this Agreement.

8 Right of Inspection

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

8.2 inspecting the land and any building on the land;

8.3 exercising any other powers of the Council under this Agreement.

9 Notice to remedy

If the Landowners, or any of them, or any Subsequent Owner is in breach of this Agreement the Council may by notice in writing served on the party or parties in breach of this Agreement, require such party to remedy the breach within such time nominated by the Council in the notice (being not less than 14 days of the date of the service of the notice) and if such party fails to remedy the breach, the Council or its servants or agents may carry out the requirements of the notice and in so doing perform any necessary works upon the land and recover any costs thereby incurred from the party in breach as a debt due and owing to the Council.

10 Right to remove

If in a notice referred to in the preceding paragraph the Council requires removal of anything from the land which may include but shall not be limited to a building or material of any kind the Council and its servants or agents are hereby authorised and empowered to remove the said thing or things from the land and dispose of it or them in any manner determined by the Council.

11 Delegation

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

12 Giving of notice

A notice shall for the purpose of this Agreement be properly served on any person or entity bound by this Agreement if it is:

- (i) posted to the person or entities last address known to the Council in which event it will be deemed to have been received on the day after posting;
- (ii) affixed to a prominent position on the land.

13 Registration

- 13.1 The Landowners shall make application, and each party shall perform such acts and execute such documents as shall be necessary to ensure that this Agreement is noted against the Certificates of Title set out in Recital A of this Agreement pursuant to Section 57(5) of the Act.
- 13.2 The cost of preparation of this Agreement, stamp duty, and all things necessary to have this Agreement noted against the Certificates of Title set out in Recital A of this Agreement, shall be borne by the Landowners.
- 13.3 The Landowners warrant that as at the date of this Agreement no other party has a legal or equitable interest in the land (other than Prodec in accordance with the Joint Venture Agreement referred to in Recital E).

14 Variation

Any variation to this Agreement shall be in writing and attested to by the parties in writing.

15 Waiver

The Council may waive compliance by the Landowners or any Subsequent Owner with the whole or any part of the obligations on the part of the Landowners or any Subsequent Owner herein contained provided that no such waiver will be effective unless expressed in writing and executed by Council.

16 Rescission

In the event that a development approval is granted in relation to the Application, and such development approval is subsequently cancelled, or lapses without being implemented, Council agrees, upon receipt of a request by the Landowners or a Subsequent Owner, to rescind this Agreement and to consent to the making by the Registrar-General of a note of the rescission on the Certificates of Title to the land, at the cost in all things to the Landowners.

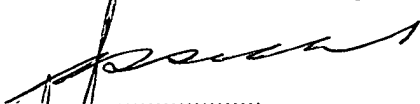
17 Severance

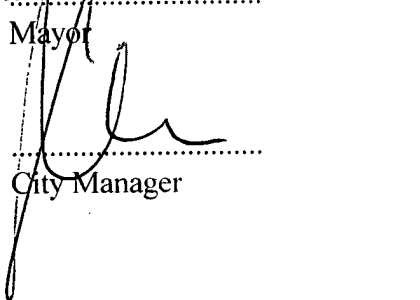
- 17.1 If a provision of this Agreement is void or voidable or unenforceable but would not be void or voidable or unenforceable if it were read down and is capable of being read down it shall be read down accordingly.
- 17.2 If not withstanding sub-clause 17.1 hereof, a provision of this Agreement is still void or voidable or unenforceable:
- 17.2.1 if the provisions would not be void or voidable or unenforceable as aforesaid if a word or words were omitted therefrom, that word or those words (as the case may be) are hereby severed;
- 17.2.2 if necessary, the whole provision is hereby severed; and the remainder of this Agreement has full force and effect.

EXECUTED unconditionally by the parties as a Deed and as an Agreement pursuant to the provisions of Section 57 of the Development Act, 1993.

**THE COMMON SEAL of
CITY OF ONKAPARINGA**

was hereunto affixed in the presence of:



.....
Mayor


.....
City Manager



**THE COMMON SEAL of
R & L GIROLAMO PTY LTD**

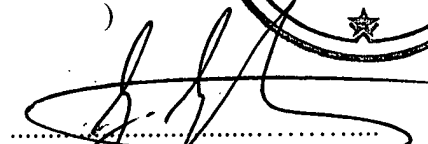
ACN 007 981 553 was hereunto affixed in accordance with its articles of association:


.....
Signature of authorised person

Director.....
Office Held

G. Girolamo.....
Name of authorised person (Block Letters)




.....
Signature of authorised person

SECRETARY.....
Office Held

G. GIROLAMO.....
Name of authorised person (Block letters)

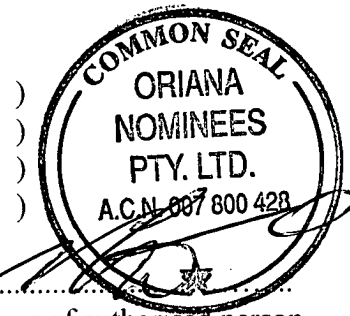
THE COMMON SEAL of
ORIANA NOMINEES PTY LTD

ACN 007 800 428 was hereunto affixed in accordance with its articles of association:

.....
Signature of authorised person

.....DIRECTOR.....
Office Held

.....EMANUELA G. LONGO
Name of authorised person (Block Letters)



Signature of authorised person

DIRECTOR / SEC
Office Held

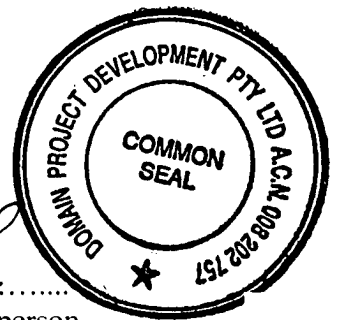
NICOLA LONGO
Name of authorised person (Block letters)

THE COMMON SEAL of
DOMAIN PROJECT DEVELOPMENT PTY LTD

ACN 008 202 757 was hereunto affixed in accordance with its articles of association:

.....
Signature of authorised person

Director
Office Held



.....
Signature of authorised person

DIRECTOR / SEC.
Office Held

CHRISTOPHER JOHN WICKS
Name of authorised person
(Block letters)

KYM ANTHONY BURKE
Name of authorised person
(Block letters)

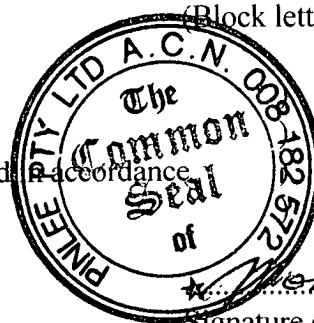
THE COMMON SEAL of
PINLEE PTY LTD

ACN 008 182 572 was hereunto affixed in accordance
with its articles of association:

.....
Signature of authorised person

SEC/ DIRECTOR
Office Held

 Lelio Bibbo
Name of authorised person
(Block letters)



Signature of authorised person

.....DIRECTOR.....
Office Held

MARIO PITEO
Name of authorised person
(Block letters)

HOME FIRE SAFETY FACT SHEET: SMOKE ALARM LEGISLATION





South Australia
Development Regulations 2008

76B—Fire safety requirements—smoke alarms in dwellings

If a smoke alarm or smoke alarms are not installed in a building to which this regulation applies in accordance with the requirements of this regulation, the owner of the building is guilty of an offence. Maximum penalty: \$750.

Home fire safety fact sheet

Smoke Alarm Legislation

Regulation 76B of the Regulations under the Development Act, 1993 requires that smoke alarms complying with Australian Standard 3786 be fitted to all “Class 1 and 2 buildings.” (Compliance with Australian Standard 3786 will be shown on the smoke alarm packaging.)

“Class 1 and 2 buildings” means:

Any single dwelling including detached houses or attached houses such as row houses, terrace houses, town houses, villa units, etc.

- A boarding house, guest house, hostel or the like with a total floor area not exceeding 300m² and in which not more than 12 persons would ordinarily be resident.

Note: Larger buildings of these types will require a commercial type fire alarm system.

- Any building containing two or more sole-occupancy units each being a separate dwelling (i.e. flats, motel units, apartments and the like) where the building is not required to be fitted with a commercial type fire alarm system.

The Building Code of Australia also requires domestic smoke alarms complying with Australian Standard 3786 in Class 3 and 4 buildings

- Class 3 building means a residential building, other than a Class 1 or 2 building, which is a common place of long term or transient living for a number of unrelated persons (maximum 20 persons 2 storeys or less). Example: boarding-house, hostel, backpackers’ accommodation or residential part of a hotel, motel, school or detention centre.
- Class 4 means a dwelling in a building not purpose built for accommodation. Example: A flat over a shop.

New Buildings

Building Approval On Or After 1 January 1995

Since 1 January 1995, smoke alarms have been required in all new homes in South Australia. These alarms must be hard-wired to the 240 volt mains power supply unless the dwelling is not connected to such a supply.

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They should also be fitted with a back-up battery to provide power in case of a mains power supply failure.

In dwellings not connected to mains power, smoke alarms powered by 10 year life, non-replaceable, non-removable, permanently connected batteries may be installed.

Existing Buildings

Building Approval Before 1 January 1995

As a minimum requirement all homes where building approval was granted before 1 January 1995 are required to be fitted with a smoke alarm powered by a replaceable battery subject to the following change of ownership conditions.

Change of ownership on or after 1 February 1998

From 1 February 1998, if there is a change of ownership of the land on which any building covered by this legislation is built, the new owner must, within 6 months of title transfer, install smoke alarms either:

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

Home owners were required to comply with the smoke alarm legislation for existing buildings by 1 January 2000.

Interconnection Of Alarms

- From 1 May 2014, smoke alarms have been required to be interconnected in all new class 1 dwellings, within sole-occupancy units of class 2 and 3 buildings and in class 4 parts of buildings. (Class 4 is a single dwelling in an office building, retail building, storage building, manufacturing building or public building.)
- In existing buildings (i.e. those approved before 1 May 2014) any extension or addition (approved from 1 May 2014) which requires more than one smoke alarm must have those alarms interconnected however there is not a requirement to interconnect to alarms in the existing building.
- Smoke alarms in subsequent extensions will be required to interconnect to any alarms in extensions approved after 1 May 2014.

How Many Smoke Alarms And Where?

The Development Regulations require that one or more smoke alarms must be installed in every dwelling in locations that will provide reasonable warning to occupants of sleeping areas so that they may safely evacuate in the event of a fire.

For detailed and specific information about smoke alarms please see our Home Fire Safety Fact Sheet "[Smoke Alarms](#)".

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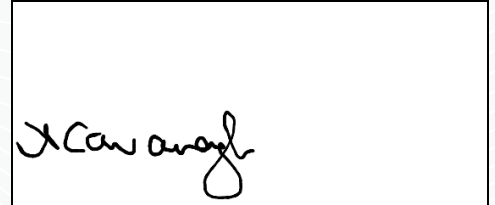
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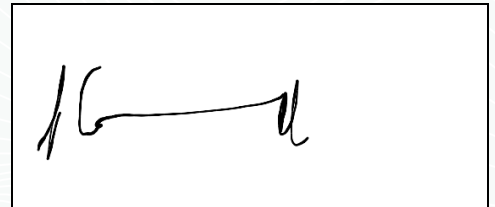
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