

MAGAIN

Magain Real Estate Happy Valley Pty Ltd T/A Magain Real Estate
Unit 2/32 Saltfleet Street Port Noarlunga SA 5167
Tel: 08 8382 0029 Agent No: 222182

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:

Geoffrey David Bell and Laura Bell

Address:

20 Elliston Street, Chester Hill NSW 2162

4 Vendor's registered agent:

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

Address:

Unit 2/32 Saltfleet Street Port Noarlunga SA 5167

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

6 Description of the land:

[Identify the land including any certificate of title reference]

The land situated at 80 Davis Avenue, Christies Beach SA 5165 and being whole of the land in Certificate of

Title Volume 5575 Folio 552 and being whole of Allotment 392 on Deposited Plan 7460 in the Area named

Christies Beach in the Hundred of Noarlunga

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

To the purchaser:

Right to cool-off (section 5)

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

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

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

2 – Time for service

The cooling-off notice must be served –

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

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

3 – Form of cooling-off notice

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

4 – Methods of service

The cooling-off notice must be –

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

20 Elliston Street, Chester Hill NSW 2162

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

- (c) transmitted by fax or email to the following fax number or email address:
scott@magain.com.au

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

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

Unit 2/32 Saltfleet Street Port Noarlunga SA 5167

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

Note –

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

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

5 – Effect of service

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

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

Proceeding with the purchase

If you wish to proceed with the purchase—

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

PART C – STATEMENT WITH RESPECT TO REQUIRED PARTICULARS

(section 7(1))

To the purchaser:

*I / ~~We~~,

Geoffrey David Bell

of

20 Elliston Street, Chester Hill NSW 2162

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

Date: _____ Signed: _____

Date: _____ Signed: _____

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

(section 9)

To the purchaser:

I,

Scott McPharlin

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

Exceptions:

NIL

Date: _____ 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 |
|----------|----------|----------|
|----------|----------|----------|

[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>Is this item applicable?</p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments?</p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): REFER ATTACHED CERTIFICATE OF TITLE</p> <p>Number of mortgage (if registered): 12932250</p> <p>Name of mortgagee: WESTPAC BANKING CORPORATION</p> | <input checked="" type="checkbox"/> YES YES |
| 1.2 Easement (whether over the land or annexed to the land) | <p>Is this item applicable?</p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments?</p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</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 |
| 1.3 Restrictive covenant [Note - <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | <p>Is this item applicable?</p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments?</p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Nature of restrictive covenant:</p> <p>Name of person in whose favour restrictive covenant operates:</p> <p>Does the restrictive covenant affect the whole of the land being acquired?</p> <p>(If NO, give details):</p> <p>Does the restrictive covenant affect land other than that being acquired?</p> | <input type="checkbox"/> YES/NO YES/NO |

| Column 1 | Column 2 | Column 3 |
|--|---|----------|
| 1.4 Lease, agreement for lease, tenancy agreement or licence | <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?</p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): REFER ATTACHED LEASE AGREEMENT AND NOTICE OF EXTENSION</p> <p>Names of parties: ANGELINA MOKAU AND JOFI TAHAU AS THE TENANTS GEOFFREY AND LAURA BELL AS THE LANDLORDS HARCOURTS MORPHETT VALE AS THE MANAGING AGENT</p> <p>Period of lease, agreement for lease etc: From: 13/05/2016 To: 12/05/2026</p> <p>Amount of rent or licence fee: \$510 per (period) WEEK</p> <p>Is the lease, agreement for lease etc in writing? YES</p> <p>If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify-</p> <p>(a) the Act under which the lease or licence was granted:</p> <p>(b) the outstanding amounts due (including any interest or penalty):</p> | YES |

5. Development Act 1993 (repealed)

| | |
|---|--|
| 5.1 section 42 - Condition (that continues to apply) of a development authorisation | <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? <input type="checkbox"/></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Condition(s) of authorisation:</p> |
|---|--|

6. Repealed Act conditions

| | |
|--|---|
| 6.1 Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1967</i> (repealed) | <p>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? <input type="checkbox"/></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Nature of condition(s):</p> |
|--|---|

[Note -

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

N/A

[Note -

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

N/A

| Column 1 | Column 2 | Column 3 |
|--|---|---|
| 21. Local Government Act 1999 | | |
| 21.1 Notice, order, declaration, charge, claim or demand given or made under the Act | <p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): REFER ATTACHED LOCAL GOVERNMENT RATES SEARCH</p> <p>Date of notice, order etc: 03/12/2025</p> <p>Name of council by which, or person by whom, notice, order etc is given or made: CITY OF ONKAPARINGA</p> <p>Land subject thereto: CT-5575/552</p> <p>Nature of requirements contained in notice, order etc: GENERAL RATES 2025-2026 FINANCIAL YEAR</p> <p>Time for carrying out requirements: 2025/2026 FINANCIAL YEAR</p> <p>Amount payable (if any): \$1,002</p> | <input checked="" type="checkbox"/> YES YES |
| 29. Planning, Development and Infrastructure Act 2016 | | |
| 29.1 Part 5 - Planning and Design Code | <p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): REFER ATTACHED COUNCIL SEARCH, CERTIFICATE OF TITLE 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): ZONED HOUSING DIVERSITY NEIGHBOURHOOD TO THE CITY OF ONKAPARINGA COUNCIL AREA</p> <p>Is there a State heritage place on the land or is the land situated in a State heritage area? 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 https://code.plan.sa.gov.au.</p> | <input checked="" type="checkbox"/> NO YES |
| 29.2 section 127 - Condition (that continues to apply) of a development authorisation | <p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Date of authorisation:</p> <p>Name of relevant authority that granted authorisation:</p> <p>Condition(s) of authorisation:</p> | <input type="checkbox"/> YES/NO YES/NO |
| <p>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</p> <p>N/A</p> | | |

| Column 1 | Column 2 | Column 3 |
|--|---|---|
| 34. Water Industry Act 2012 | | |
| 34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement | <i>Is this item applicable?</i> <i>Will this be discharged or satisfied prior to or at settlement?</i> <i>Are there attachments?</i> <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> REFER ATTACHED SA WATER CERTIFICATE | <input checked="" type="checkbox"/> YES YES |
| | Date of notice or order: 04/12/2025 | |
| | Name of person or body who served notice or order: SA WATER | |
| | Amount payable (if any) as specified in the notice or order: \$287.60 | |
| | Nature of other requirement made (if any) as specified in the notice or order: | |

ACKNOWLEDGEMENT OF RECEIPT OF FORM 1

The Purchaser acknowledges receipt of the following:

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

the above being identified by pages numbered 1 to 11 inclusive, together with the following annexures and supporting documents (if any):

FORM 3 Buyers Information Notice

CERTIFICATE(S) OF TITLE

R3 - BUYERS INFORMATION NOTICE

PROPERTY INTEREST REPORT

SA WATER CERTIFICATE

CERTIFICATE OF LAND TAX PAYABLE

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

LOCAL GOVERNMENT RATES SEARCH

LOCAL GOVERNMENT PROPERTY INFORMATION & PARTICULARS

RESIDENTIAL TENANCY AGREEMENT AND LEASE EXTENSION

SIGNED BY THE PURCHASER:

Date: _____ Signed: _____

Date: _____ Signed: _____

- The Purchaser:

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

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

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

Buyers information notice

Prescribed notice to be given to purchaser

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

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

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

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

Safety

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



Enjoyment

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

Value

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

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

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

Certificate of Title - Volume 5575 Folio 552

Parent Title(s) CT 3217/64

Creating Dealing(s) CONVERTED TITLE

Title Issued 14/09/1998 Edition 7 Edition Issued 13/06/2018

Estate Type

FEE SIMPLE

Registered Proprietor

GEOFFREY DAVID BELL
LAURA CECILIA BELL
OF UNIT 5 59-61 SORRELL STREET NORTH PARRAMATTA NSW 2151
AS JOINT TENANTS

Description of Land

ALLOTMENT 392 DEPOSITED PLAN 7460
IN THE AREA NAMED CHRISTIES BEACH
HUNDRED OF NOARLUNGA

Easements

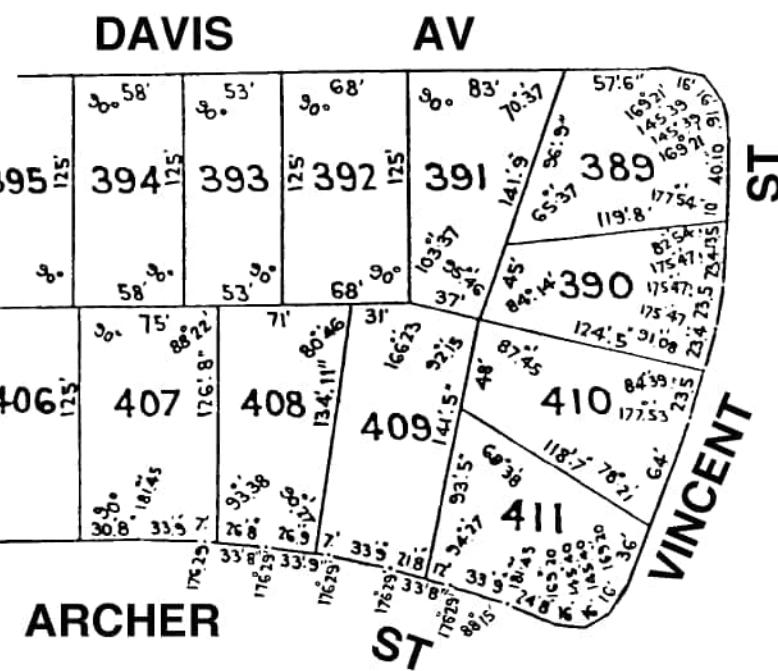
NIL

Schedule of Dealings

| Dealing Number | Description |
|----------------|--|
| 12932250 | MORTGAGE TO WESTPAC BANKING CORPORATION (ACN: 007 457 141) |

Notations

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



0 40 80 160 240 FEET

DISTANCES ARE IN FEET AND INCHES
 FOR METRIC CONVERSION
 1 FOOT = 0.3048 METRES
 1 INCH = 0.0254 METRES



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:

2736791

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

DATE OF ISSUE

04/12/2025

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au

| OWNERSHIP NUMBER | OWNERSHIP NAME | | | | | | | | | | | | | | | | | | | | | |
|--|---|---------------|---------------|-------------------|--------------|----|-------|-------------------|----|--------|-------------|----|--------|--------------|----|------|------------------------|----|---------|-------------------------|----|-------------|
| 17775259 | G D & L C BELL | | | | | | | | | | | | | | | | | | | | | |
| PROPERTY DESCRIPTION | | | | | | | | | | | | | | | | | | | | | | |
| 80 DAVIS AVE / CHRISTIES BEACH SA 5165 / LT 392 | | | | | | | | | | | | | | | | | | | | | | |
| ASSESSMENT NUMBER | TITLE REF. (A "+" indicates multiple titles) | CAPITAL VALUE | AREA / FACTOR | LAND USE / FACTOR | | | | | | | | | | | | | | | | | | |
| 8619754005 | CT 5575/552 | \$710,000.00 | R4 1.000 | RE 0.400 | | | | | | | | | | | | | | | | | | |
| LEVY DETAILS: | | | | | | | | | | | | | | | | | | | | | | |
| <table> <tr> <td>FIXED CHARGE</td> <td>\$</td> <td>50.00</td> </tr> <tr> <td>+ VARIABLE CHARGE</td> <td>\$</td> <td>240.25</td> </tr> <tr> <td>- REMISSION</td> <td>\$</td> <td>144.55</td> </tr> <tr> <td>- CONCESSION</td> <td>\$</td> <td>0.00</td> </tr> <tr> <td>+ ARREARS / - PAYMENTS</td> <td>\$</td> <td>-145.70</td> </tr> <tr> <td>= AMOUNT PAYABLE</td> <td>\$</td> <td>0.00</td> </tr> </table> | | | | | FIXED CHARGE | \$ | 50.00 | + VARIABLE CHARGE | \$ | 240.25 | - REMISSION | \$ | 144.55 | - CONCESSION | \$ | 0.00 | + ARREARS / - PAYMENTS | \$ | -145.70 | = AMOUNT PAYABLE | \$ | 0.00 |
| FIXED CHARGE | \$ | 50.00 | | | | | | | | | | | | | | | | | | | | |
| + VARIABLE CHARGE | \$ | 240.25 | | | | | | | | | | | | | | | | | | | | |
| - REMISSION | \$ | 144.55 | | | | | | | | | | | | | | | | | | | | |
| - CONCESSION | \$ | 0.00 | | | | | | | | | | | | | | | | | | | | |
| + ARREARS / - PAYMENTS | \$ | -145.70 | | | | | | | | | | | | | | | | | | | | |
| = AMOUNT PAYABLE | \$ | 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 04/03/2026



**Government of
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

| | | |
|---|--|--|
|  <p>Biller Code: 456285 Ref: 7012128216</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au ® Registered to BPAY Pty Ltd ABN 69 079 137 518</p> |  <p>To pay via the internet go to: www.revenuesaonline.sa.gov.au</p> |  <p>Send your cheque or money order, made payable to the Community Emergency Services Fund, along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001</p> |
|---|--|--|

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



RevenueSA

DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 865
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

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

PIR Reference No:

2736791

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

DATE OF ISSUE

04/12/2025

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NAME
G D & L C BELL

FINANCIAL YEAR
2025-2026

PROPERTY DESCRIPTION

80 DAVIS AVE / CHRISTIES BEACH SA 5165 / LT 392

| ASSESSMENT NUMBER | TITLE REF. (A "+" indicates multiple titles) | TAXABLE SITE VALUE | AREA |
|-------------------|---|--------------------|-----------|
| 8619754005 | CT 5575/552 | \$440,000.00 | 0.0799 HA |

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

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

Please Note:

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

ON OR BEFORE 04/03/2026



**Government of
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



RevenueSA

DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

| | | |
|--|--|--|
|  Biller Code: 456293 Ref: 7012128125 |  |  |
| 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 |

Account Number **86 19754 00 5** L.T.O Reference **CT5575552** Date of issue **4/12/2025** Agent No. **8278** Receipt No. **2736791**

FENTONS FORMS PTY LTD
PO BOX 298
CHRISTIES BEACH SA 5165
admin@fentonsforms.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: GD BELL & LC PERALTA
Location: 80 DAVIS AVE CHRISTIES BEACH LT 392
Description: 5EH V DIG **Capital Value:** \$ 710 000
Rating: Residential

Periodic charges

Raised in current years to 31/12/2025

| | | \$ |
|-----------------------|----------------------------|----------|
| | Arrears as at: 30/6/2025 | 0.00 |
| Water main available: | 1/6/1966 | 164.60 |
| Sewer main available: | 1/7/1966 | 209.46 |
| | Water rates | 251.29 |
| | Sewer rates | 0.00 |
| | Water use | 0.00 |
| | SA Govt concession | 337.75CR |
| | 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 | 287.60 |
| | Balance outstanding | |

Degree of concession: 00.00%

Recovery action taken: ACCOUNT SENT

Next quarterly charges: Water supply: 82.30 Sewer: 104.73 Bill: 11/3/2026

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

The last Water Use Year ended on 15/05/2025.

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.



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

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.



**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

South Australian Water Corporation

Name:
GD BELL & LC PERALTA

Water & Sewer Account
Acct. No.: **86 19754 00 5**

Amount: _____

Address:
80 DAVIS AVE CHRISTIES BEACH LT 392

Payment Options

EFT

EFT Payment

| | |
|----------------------|-----------------------------|
| Bank account name: | SA Water Collection Account |
| BSB number: | 065000 |
| Bank account number: | 10622859 |
| Payment reference: | 8619754005 |



Biller code: 8888
Ref: 8619754005

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: 8619754005



**Government of
South Australia**

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

1300 SA WATER
(1300 729 283)
ABN 69 336 525 019
sawater.com.au

Property Interest Report

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

| | | |
|------------------------|---|---------------------------|
| Title Reference | CT 5575/552 | Reference No. 2736791 |
| Registered Proprietors | G D & L C*BELL | Prepared 03/12/2025 13:09 |
| Address of Property | 80 DAVIS AVENUE, CHRISTIES BEACH, SA 5165 | |
| Local Govt. Authority | CITY OF ONKAPARINGA | |
| Local Govt. Address | PO BOX 1 NOARLUNGA CENTRE SA 5168 | |

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

Table of Particulars

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

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

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

1. General

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

2. Aboriginal Heritage Act 1988

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

| | | |
|-----|---|---|
| | an area surrounding a site | |
| 2.3 | Part 3 Division 6 - Aboriginal heritage agreement | Aboriginal Affairs and Reconciliation in AGD has no record of any agreement affecting this title also Refer to the Certificate of Title |
| 3. | Burial and Cremation Act 2013 | |
| 3.1 | section 8 - Human remains interred on land | Births, Deaths and Marriages in AGD has no record of any gravesites relating to this title also contact the vendor for these details |
| 4. | Crown Rates and Taxes Recovery Act 1945 | 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 also Contact the Local Government Authority for other details that might apply |
| | <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | |
| 5.2 | section 50(1) - Requirement to vest land in a council or the Crown to be held as open space | State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply |
| 5.3 | section 50(2) - Agreement to vest land in a council or the Crown to be held as open space | State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply |
| 5.4 | section 55 - Order to remove or perform work | State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply |
| 5.5 | section 56 - Notice to complete development | State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply |
| 5.6 | section 57 - Land management agreement | Refer to the Certificate of Title |
| 5.7 | section 60 - Notice of intention by building owner | Contact the vendor for these details |
| 5.8 | section 69 - Emergency order | State Planning Commission in the Department for Housing and Urban Development has no record of any order affecting this title also Contact the Local Government Authority for other details that might apply |
| 5.9 | section 71 - Fire safety notice | Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any notice affecting this title |

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

6. Repealed Act conditions

| | | |
|-----|---|---|
| 6.1 | Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1967</i> (repealed) | State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply |
|-----|---|---|

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

7. Emergency Services Funding Act 1998

| | | |
|-----|---------------------------------|--|
| 7.1 | section 16 - Notice to pay levy | 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 |
|-----|---------------------------------|--|

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. Fences Act 1975 | | |
| 9.1 | section 5 - Notice of intention to perform fencing work | Contact the vendor for these details |
| 10. Fire and Emergency Services Act 2005 | | |
| 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. Food Act 2001 | | |
| 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. Ground Water (Qualco-Sunlands) Control Act 2000 | | |
| 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. Heritage Places Act 1993 | | |
| 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. Highways Act 1926 | | |
| 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. Housing Improvement Act 1940 (repealed) | | |
| 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. Housing Improvement Act 2016 | | |

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

17. *Land Acquisition Act 1969*

| | | |
|------|---|---|
| 17.1 | section 10 - Notice of intention to acquire | Refer to the Certificate of Title for any notice of intention to acquire also Contact the Local Government Authority for other details that might apply |
|------|---|---|

18. *Landscape South Australia Act 2019*

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

Act

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

19. *Land Tax Act 1936*

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

20. *Local Government Act 1934 (repealed)*

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

21. *Local Government Act 1999*

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

22. *Local Nuisance and Litter Control Act 2016*

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

23. *Metropolitan Adelaide Road Widening Plan Act 1972*

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

24. *Mining Act 1971*

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

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

25. *Native Vegetation Act 1991*

25.1 Part 4 Division 1 - Heritage agreement
DEW Native Vegetation has no record of any agreement affecting this title
also
Refer to the Certificate of Title

25.2 section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider
DEW Native Vegetation has no record of any agreement affecting this title
also
Refer to the Certificate of Title

25.3 section 25D - Management agreement
DEW Native Vegetation has no record of any agreement affecting this title
also
Refer to the Certificate of Title

25.4 Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation
DEW Native Vegetation has no record of any refusal or condition affecting this title

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

26.1 section 97 - Notice to pay levy in respect of costs of regional NRM board
The regional landscape board has no record of any notice affecting this title

26.2 section 123 - Notice to prepare an action plan for compliance with general statutory duty
The regional landscape board has no record of any notice affecting this title

26.3 section 134 - Notice to remove or modify a dam, embankment, wall or other obstruction or object
The regional landscape board has no record of any notice affecting this title

26.4 section 135 - Condition (that remains in force) of a permit
The regional landscape board has no record of any notice affecting this title

26.5 section 181 - Notice of instruction as to keeping or management of animal or plant
The regional landscape board has no record of any notice affecting this title

26.6 section 183 - Notice to prepare an action plan for the destruction or control of animals or plants
The regional landscape board has no record of any notice affecting this title

26.7 section 185 - Notice to pay costs of destruction or control of animals or plants on road reserve
The regional landscape board has no record of any notice affecting this title

26.8 section 187 - Notice requiring control or quarantine of animal or plant
The regional landscape board has no record of any notice affecting this title

26.9 section 193 - Protection order to secure compliance with specified provisions of the Act
The regional landscape board has no record of any order affecting this title

26.10 section 195 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act
The regional landscape board has no record of any order affecting this title

26.11 section 197 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act
The regional landscape board has no record of any authorisation affecting this title

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

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

28. *Phylloxera and Grape Industry Act 1995*

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

29. *Planning, Development and Infrastructure Act 2016*

- 29.1 Part 5 - Planning and Design Code
[*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 | <i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2 - Condition (that continues to apply) of an approval</i> | Public Health in DHW has no record of any condition affecting this title |
| | | also |
| | | Contact the Local Government Authority for other details that might apply |
| 31.3 | <i>Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19 - Maintenance order (that has not been complied with)</i> | Public Health in DHW has no record of any order affecting this title |
| | | also |
| | | Contact the Local Government Authority for other details that might apply |

32. South Australian Public Health Act 2011

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

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

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

34. Water Industry Act 2012

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

35. Water Resources Act 1997 (repealed)

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

36. Other charges

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

Other Particulars

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

1. Particulars of transactions in last 12 months Contact the vendor for these details
2. Particulars relating to community lot (including strata lot) or development lot Enquire directly to the Secretary or Manager of the Community Corporation
3. Particulars relating to strata unit Enquire directly to the Secretary or Manager of the Strata Corporation
4. Particulars of building indemnity insurance Contact the vendor for these details
also
Contact the Local Government Authority
5. Particulars relating to asbestos at workplaces Contact the vendor for these details
6. Particulars relating to aluminium composite panels Please note that the audit is limited to classes of buildings, and that this note does not confirm the presence or absence of Aluminium Composite Panelling. Contact the vendor for relevant details.
7. Particulars relating to court or tribunal process Contact the vendor for these details
8. Particulars relating to land irrigated or drained under Irrigation Acts SA Water will arrange for a response to this item where applicable
9. Particulars relating to environment protection Contact the vendor for details of item 2
also
EPA (SA) has no record of any particulars relating to items 3, 4 or 5 affecting this title
also
Contact the Local Government Authority for information relating to item 6
10. Particulars relating to *Livestock Act, 1997* 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 (*Dog Fence Act 1946*) 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 (*Pastoral Land Management and Conservation Act 1989*) The Pastoral Board has no current interest in this title
10. Heritage Branch DEW (*Heritage Places Act 1993*) 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 5575/552
 Status CURRENT
 Easement NO
 Owner Number 17775259
 Address for Notices 20 ELLISTON STREET CHESTER HILL NSW 2162
 Area 800m² (APPROXIMATE)

Estate Type

Fee Simple

Registered Proprietor

GEOFFREY DAVID BELL
 LAURA CECILIA BELL
 OF UNIT 5 59-61 SORRELL STREET NORTH PARRAMATTA NSW 2151
 AS JOINT TENANTS

Description of Land

ALLOTMENT 392 DEPOSITED PLAN 7460
 IN THE AREA NAMED CHRISTIES BEACH
 HUNDRED OF NOARLUNGA

Last Sale Details

Dealing Reference TRANSFER (T) 12014549
 Dealing Date 01/10/2013
 Sale Price \$345,000
 Sale Type TRANSFER FOR FULL MONETARY CONSIDERATION

Constraints

Encumbrances

| Dealing Type | Dealing Number | Beneficiary |
|--------------|----------------|--|
| MORTGAGE | 12932250 | WESTPAC BANKING CORPORATION (ACN: 007 457 141) |

Stoppers

NIL

Valuation Numbers

| Valuation Number | Status | Property Location Address |
|------------------|---------|---|
| 8619754005 | CURRENT | 80 DAVIS AVENUE, CHRISTIES BEACH, SA 5165 |

Notations

Dealings Affecting Title

NIL

Notations on Plan

NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

| | |
|------------------------------|---|
| Valuation Number | 8619754005 |
| Type | Site & Capital Value |
| Date of Valuation | 01/01/2025 |
| Status | CURRENT |
| Operative From | 01/07/1966 |
| Property Location | 80 DAVIS AVENUE, CHRISTIES BEACH, SA 5165 |
| Local Government | ONKAPARINGA |
| Owner Names | GEOFFREY DAVID BELL LAURA CECILIA BELL |
| Owner Number | 17775259 |
| Address for Notices | 20 ELLISTON STREET CHESTER HILL NSW 2162 |
| Zone / Subzone | HDN - Housing Diversity Neighbourhood |
| Water Available | Yes |
| Sewer Available | Yes |
| Land Use | 1100 - House |
| Description | 5EH V DIG |
| Local Government Description | Residential |

Parcels

| Plan/Parcel | Title Reference(s) |
|---------------------|--------------------|
| D7460 ALLOTMENT 392 | CT 5575/552 |

Values

| Financial Year | Site Value | Capital Value | Notional Site Value | Notional Capital Value | Notional Type |
|----------------|------------|---------------|---------------------|------------------------|---------------|
| Current | \$440,000 | \$710,000 | | | |

| Financial Year | Site Value | Capital Value | Notional Site Value | Notional Capital Value | Notional Type |
|----------------|------------|---------------|---------------------|------------------------|---------------|
| Previous | \$315,000 | \$630,000 | | | |

Building Details

| | |
|----------------------|-------------------------------|
| Valuation Number | 8619754005 |
| Building Style | SAHT Conventional |
| Year Built | 1964 |
| Building Condition | Very Good |
| Wall Construction | Brick |
| Roof Construction | Tiled (Terra Cotta or Cement) |
| Equivalent Main Area | 115 sqm |
| Number of Main Rooms | 5 |

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

Certificate of Title

Title Reference: CT 5575/552
 Status: CURRENT
 Parent Title(s): CT 3217/64
 Dealing(s) Creating Title: CONVERTED TITLE
 Title Issued: 14/09/1998
 Edition: 7

Dealings

| Lodgement Date | Completion Date | Dealing Number | Dealing Type | Dealing Status | Details |
|----------------|-----------------|----------------|--|----------------|--|
| 30/05/2018 | 13/06/2018 | 12932250 | MORTGAGE | REGISTERED | WESTPAC BANKING CORPORATION (ACN: 007 457 141) |
| 30/05/2018 | 13/06/2018 | 12932249 | CHANGE OF NAME | REGISTERED | LAURA CECILIA BELL |
| 30/05/2018 | 13/06/2018 | 12932248 | DISCHARGE OF MORTGAGE | REGISTERED | 12014550 |
| 01/10/2013 | 25/10/2013 | 12014550 | MORTGAGE | REGISTERED | ING BANK (AUSTRALIA) LTD. |
| 01/10/2013 | 25/10/2013 | 12014549 | TRANSFER | REGISTERED | GEOFFREY DAVID BELL, LAURA CECILIA PERALTA |
| 01/10/2013 | 25/10/2013 | 12014548 | DISCHARGE OF MORTGAGE | REGISTERED | 11302664 |
| 01/12/2009 | 09/12/2009 | 11302664 | MORTGAGE | REGISTERED | WESTPAC BANKING CORPORATION |
| 01/12/2009 | 09/12/2009 | 11302663 | TRANSFER | REGISTERED | BEE LAY TEE |
| 01/12/2009 | 09/12/2009 | 11302662 | DISCHARGE OF MORTGAGE | REGISTERED | 10434520 |
| 06/04/2006 | 24/04/2006 | 10434520 | MORTGAGE | REGISTERED | COMMONWEALTH BANK OF AUSTRALIA |
| 06/04/2006 | 24/04/2006 | 10434519 | TRANSFER | REGISTERED | PETER RAYMOND DYER |
| 15/11/2002 | 25/11/2002 | 9466041 | TRANSFER | REGISTERED | SIOBHAN WESLEY JANE NIXON |
| 15/11/2002 | 25/11/2002 | 9466040 | DISCHARGE MISC ADVANCE/CHARGE/ORDER OF COURT | REGISTERED | 9090756 |
| 15/11/2002 | 25/11/2002 | 9466039 | DISCHARGE OF | REGISTERED | 8539908 |

| Lodgement Date | Completion Date | Dealing Number | Dealing Type | Dealing Status | Details |
|----------------|-----------------|----------------|-----------------------|----------------|----------------------------|
| | | | MORTGAGE | | |
| 02/05/2001 | 24/05/2001 | 9090756 | NOTICE OF CHARGE | REGISTERED | SUZANNE JANE BROWN |
| 17/08/1998 | 24/09/1998 | 8539908 | MORTGAGE | REGISTERED | CPS CREDIT UNION (SA) LTD. |
| 17/08/1998 | 24/09/1998 | 8539907 | TRANSFER | REGISTERED | SUZANNE JANE BROWN |
| 17/08/1998 | 24/09/1998 | 8539906 | DISCHARGE OF MORTGAGE | REGISTERED | 6711031 |
| 31/03/1989 | 19/05/1989 | 6711031 | MORTGAGE | REGISTERED | |

Certificate of Title

Title Reference: CT 5575/552

Status: CURRENT

Edition: 7

Dealings

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

Priority Notices

NIL

Registrar-General's Notes

No Registrar-General's Notes exist for this title

Telephone (08) 8384 0666

Certificate No: S76903/2025

Property Information And Particulars

In response to an enquiry pursuant to Section 7 of the

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

TO: Fentons Forms
PO Box 298
CHRISTIES BEACH SA 5165

DETAILS OF PROPERTY REFERRED TO:

| | | |
|-------------------|---|---|
| ASSESSMENT NO | : | 46395 |
| VALUER GENERAL NO | : | 8619754005 |
| VALUATION | : | \$710,000.00 |
| OWNER | : | Mr Geoffrey David Bell & Mrs Laura Cecilia Bell |
| PROPERTY ADDRESS | : | 80 Davis Avenue CHRISTIES BEACH SA 5165 |
| VOLUME/FOLIO | : | CT-5575/552 |
| LOT/PLAN NUMBER | : | Allotment 392 Sec 646 DP 7460 |
| WARD | : | 02 Mid Coast Ward |

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

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

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

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

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

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

INFORMATION NOTE

CHANGES TO PLANNING POLICY AFFECTING LAND IN COUNCIL'S AREA

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

Development Act 1993 (repealed)

Section 42

Condition (that continues to apply) of a development authorisation

NO

Planning Act 1982 (repealed)

Condition (that continues to apply) of a development authorisation

NO

Building Act 1971 (repealed)

Condition (that continues to apply) of a development authorisation

NO

Planning and Development Act 1966 (repealed)

Condition (that continues to apply) of a development authorisation

NO

Planning, Development and Infrastructure Act 2016

Part 5 – Planning and Design Code

Zones

Housing Diversity Neighbourhood (HDN)

Subzones

NO

Zoning overlays

Overlays

Affordable Housing

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

Hazards (Flooding - Evidence Required)

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

Native Vegetation

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

Prescribed Wells Area

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

Regulated and Significant Tree

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

Stormwater Management

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

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 Design 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 NO

Section 69

Emergency order NO

Section 71 (only)

Fire safety notice NO

Section 84
Enforcement notice NO

Section 85(6), 85(10) or 106
Enforcement Order NO

Part 11 Division 2
Proceedings NO

Fire and Emergency Services Act 2005

Section 105F (or section 56 or 83 (repealed))
Notice NO

Section 56 (repealed)
Notice issued NO

Food Act 2001

Section 44
Improvement notice issued against the land NO

Section 46
Prohibition order NO

Housing Improvement Act 1940 (repealed)

Section 23
Declaration that house is undesirable or unfit for human habitation NO

Land Acquisition Act 1969

Section 10
Notice of intention to acquire NO

Local Government Act 1934 (repealed)

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

Local Government Act 1999

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

Refer to separate attachment for Rates and Charges

Local Nuisance and Litter Control Act 2016

Section 30
Nuisance or litter abatement notice issued against the land NO

Planning, Development and Infrastructure Act 2016

Section 139

Notice of proposed work and notice may require access

NO

Section 140

Notice requesting access

NO

Section 141

Order to remove or perform work

NO

Section 142

Notice to complete development

NO

Section 155

Emergency order

NO

Section 157

Fire safety notice

NO

Section 192 or 193

Land Management Agreements

NO

Section 198(1)

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

NO

Section 198(2)

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

NO

Part 16 - Division 1

Proceedings

NO

Section 213

Enforcement notice

NO

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

Enforcement order

NO

Public and Environmental Health Act 1987 (repealed)

Part 3

Notice

NO

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

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

NO

Public and Environmental Health (Waste Control) Regulations 2010 revoked

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

NO

South Australian Public Health Act 2011

Section 92

Notice

NO

South Australian Public Health (Wastewater) Regulations 2013

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

NO

Particulars of building indemnity insurance

NO

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

Particulars relating to environment protection

Further information held by council

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

NO

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

Note –

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

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

It should be noted that –

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

General

Easement

NO

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

Are you aware of any encroachment on the Council easement?

NO

Lease, agreement for lease, tenancy agreement or licence

(The information does not include the information about sublease or subtenancy.

NO

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

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 03 December 2025

Thomas Caiapich
Project Officer – Development Support
AUTHORISED OFFICER

LOCAL GOVERNMENT RATES SEARCH

TO: Fentons Forms
PO Box 298
CHRISTIES BEACH SA 5165

03 December 2025

DETAILS OF PROPERTY REFERRED TO:

Property ID : 32830
 Valuer General No : 8619754005
 Valuation : \$710,000.00
 Owner : Mr Geoffrey David Bell & Mrs Laura Cecilia Bell
 Property Address : 80 Davis Avenue CHRISTIES BEACH SA 5165
 Volume/Folio : CT-5575/552
 Lot/Plan No : Allotment 392 Sec 646 DP 7460
 Ward : 02 Mid Coast Ward

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

| | |
|--|--------|
| Opening balance (as of 30 Jun 2025) including rates, fines and interest, block clearing charges and legal fees | \$0.00 |
|--|--------|

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

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

| | |
|-------------------------------------|-------------------|
| Total Rates Levied 2025-2026 | \$2,002.84 |
|-------------------------------------|-------------------|

| | |
|--|--------|
| 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 | -\$1,000.84 |
|----------------------------------|-------------|

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

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

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

| | |
|--------|--|
| Rebate | |
|--------|--|

| | |
|--|------------|
| Balance - rates and other monies due and payable | \$1,002.00 |
|--|------------|

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

| | | |
|---------------------------------|----------------------|-------------------|
| BPAY Biller Code: 421503 | TOTAL BALANCE | \$1,002.00 |
|---------------------------------|----------------------|-------------------|

| |
|---------------------------|
| Ref: 1333510328304 |
|---------------------------|

AUTHORISED OFFICER
Jessica Dahlitz

This statement is made the 03 December 2025

Section 48 Notice

This notice is to be retained by the Tenant



Harcourts



REISA
REAL ESTATE INSTITUTE
OF SOUTH AUSTRALIA

Information to be provided by landlords to tenants

Section 48 of the Residential Tenancies Act 1995 requires that a landlord must ensure that a tenant is given, before or at the time the landlord and tenant enter into a residential tenancy agreement certain information.

1. AGENT: Company Name/Legal Entity:

Harcourts - Morphett Vale

Company Representative: Shane Moore

Street 1: 330 Main South Road

Suburb: MORPHETT VALE

State: SA

Postcode: 5162

ABN (if applicable): 99 008 013 054

RLA No: 1556

Telephone: W: 08 8384 8911

M:

F: 08 83847685

Email: morphettvale@harcourts.com.au

Address for service of documents if different to above:

2. LANDLORD: Full Names:

Geoffrey Bell & Laura Bell

Address for service of documents as below.

Street 1: 20 Elliston Street

Suburb: Chester Hill

State: NSW

Postcode: 2162

ABN (if applicable):

If landlord is a company, address of registered office of the company, if different to above:

Street 1:

Suburb:

State:

Postcode:

3. PERSON WITH SUPERIOR TITLE TO LANDLORD (if applicable):

Street 1:

Suburb:

State:

Postcode:

ABN (if applicable):

INITIALS *AM* *uP* *TS*

Residential Property Tenancy Agreement: **Harcourts**



This is a residential tenancy agreement and the parties to the agreement should consider obtaining legal advice about their rights and obligations under the agreement.

1. AGENT: Company Name/Legal Entity: **Harcourts - Morphett Vale**

Company Representative: **Shane Moore**

Street 1: **330 Main South Road**

Street 2:

Suburb: **MORPHETT VALE** State: **SA** Postcode: **5162**

ABN (if applicable): **99 008 013 054** RLA No: **1556**

Telephone: W: **08 8384 8911** F: **08 83847685**

M:

Email: **morphettvale@harcourts.com.au**

The Agent consents to the above email address being used for the purposes of service under the Act.

2. LANDLORD: Full Name(s): **Geoffrey Bell & Laura Bell**

Street 1: **20 Elliston Street**

Street 2:

Suburb: **Chester Hill** State: **NSW** Postcode: **2162**

ABN (if applicable):

3. TENANT: Full Name(s): **Angelina Mokau**

Wiremu Saul Tahau

Email:

The Tenant consents to the above email address being used for the purposes of service under the Act.

4. PREMISES:

Street 1: **80 Davis Avenue**

Street 2:

Suburb: **Christies Beach** State: **SA** Postcode: **5165**

5. TERM:

Fixed: Commencement Date: **13 / 05 /16** End Date: **12 / 05 /17**

Periodic: Commencement Date: **/ /** and continues until terminated in accordance with this Agreement

6. RENT:

Amount: Words: **Three Hundred and Fifteen Dollars** \$ **315.00**

Per (period): **WEEK**

Payable in advance: Weekly Fortnightly Calendar monthly

Payments: First Payment of **\$ 630.00** on **13 / 05 / 2016** with the

next payment of **\$ 630.00** on **27 / 05 / 2016**

and thereafter: **\$ 630.00** on the **Friday** of each **FORTNIGHT**

Payment Direct Debit Bank Deposit Book Internet Transfer Rent Card

Method: Bank Cheque Other

Note: Payment of rent will be taken to have been made when it is credited to the bank account. The Tenant must take into consideration any delays in crediting the bank account caused by the method of rent payment.

INITIALS

AM w/TS

Residential Property Tenancy Agreement: **Harcourts**



7. BOND

Words: One Thousand Eight Hundred and Ninety Dollars

\$ 1890.00

8. OUTGOINGS: (Clause 3.1.3)

- All water usage costs adjusted for the period of tenancy
 All water usage costs in excess of kL per annum, with such allowance to be adjusted for the period of tenancy
 All water supply charges adjusted for the period of tenancy
 No charge for water
 Other (specify)

If the Property is not individually metered for a service, the Tenant must pay an apportionment of the cost of the service as set out below:

| Service | Apportionment |
|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> |

9. INSURANCE: (Clause 3.1.13)

Responsibility for insurance of the premises Landlord

Responsibility for insurance of contents of the premises (for property other than that of the Landlord) Tenant

10. OTHER CONDITIONS:

Other persons permitted to reside in the Premises (list names):

Laize Tahau 29 Years Old
Sayble Orr 3 Years Old

Pets Approved: (Clause 3.2.11)

No

Yes Details: Dog and Cat

Repair Instructions:

Always contact Agent

Nominated repairers

Repairer:

Name:

Telephone:

Repairer:

Name:

Telephone:

INITIALS

MWB

Residential Property Tenancy Agreement: **Harcourts** Schedule



Additional Conditions:

N/A As detailed below See annexure

1. Due to user pays system, water costs for usage are payable by the tenant at a rate set by SA Water as charged on the SA Water Account. In some situations the Tenancy Agreement will stipulate a variation to this usage is payable, please check your agreement. Once you are sent an invoice, please ensure the invoiced amount is paid via your normal rent method, on a separate transaction, and defined as 'water', and/or contact us to advise the payment has been made.
2. BREAK LEASE - should the tenant vacate the property prior to the termination of this lease, then the Tenant agrees to pay the following charges :
 - (a) A Letting Fee(full cost if broken in first 1/4, a portion of according to RTT formula if broken after first 1/4).
 - (b) All Advertising costs (according to RTT formula) in relation to re-letting the subject property; and
 - (c) The tenant is responsible for all rent until a tenant is found & accepted by the Agent, the day before the new lease commences.
3. Carpets - It would be appreciated that at the end of your tenancy carpets are professionally steam cleaned.
Recommended Carpet Cleaner : ALL BRIGHT (Carpet - Upholstery - Tile & Grout cleaning specialists) Tel: 0404 305 998
4. Gardens are to be maintained by the Tenants, lawns watered, mowed and edged, garden beds weeded & paths swept regularly.
5. The Tenant is responsible for the cost of unblocking sewerage and drainage systems caused by misuse.
6. The Tenant is responsible for removal of oil spills from the car parking space provided, please use a drip tray to avoid extra cost at vacating.
7. Should you wish to hang pictures and there is no provision, contact this office first (DO NOT USE BLU-TAK)as you may be charged for repainting.
8. It is the Tenants responsibility to ensure that all Smoke Detectors in the property are regularly cleaned, tested and fully operational at all times. If a smoke alarm is beeping, DO NOT remove the existing battery unless replacing it IMMEDIATELY with a new battery, please keep the office informed if the smoke alarm is malfunctioning.
9. Cars are not to be parked, or driven onto any grassed areas, you will be held responsible for the repair for the damage caused.
10. No smoking inside by the Tenant/s or any visitors.
11. No business is to be conducted at the premises.
12. Periodic inspection will be carried out when due, but may fall earlier due to location and putting it in alignment with other properties in the area.
13. Photos of the property may be taken for the owners to view either for maintenance or if the owner is interstate, every endeavor will be made not to take photos of your personal belongings.
14. If the keys to the premises are lost or misplaced a spare set is kept at the office. It will be your responsibility to contact a Locksmith for after hours emergencies and all costs associated with this will be at your expense and not the Landlords or Agents expense.
15. Please do not run the air conditioning unit below 23/24 in hot weather as this overloads the system.
16. DO NOT LEAVE Curling Irons/hair straighteners or anything else hot on bathroom sinks as they burn/melt - YOU WILL BE RESPONSIBLE FOR REPLACEMENT COSTS OF THE SINK
17. For all after hours EMERGENCY ONLY maintenance please call 0425 899 223, should the phone go to message bank please leave a detailed message and your call will be returned.
18. If there is a dishwasher at the property please clean it monthly with Finish Dishwasher Cleaner, if electrician has to come out to service the dishwasher and it is due to grime build up it will be charged to the tenant.
19. Any damage caused by pets is the tenants full responsibility to repair or replace at their cost.

INITIALS *MM* *WS* *D*

Residential Property Tenancy Agreement: **Harcourts** Terms and Conditions



1. AGREEMENT

The Landlord agrees to rent the Property to the Tenant in accordance with the terms and conditions of this Agreement

2. DEFINITIONS AND INTERPRETATION

In this Agreement, unless a contrary intention appears:

- 2.1 "Act" means the *Residential Tenancies Act 1995*;
- 2.2 "Agent" means the person or organisation specified in Item 1 of the Schedule;
- 2.3 "Ancillary Property" means the property identified or specified in the Inspection Sheet;
- 2.4 "Bond" means the amount specified in Item 7 of the Schedule;
- 2.5 "Landlord" means the person or organisation specified in Item 2 of the Schedule;
- 2.6 "Premises" means the premises the subject of this Agreement specified in Item 4 of the Schedule;
- 2.7 "Property" means the Premises and the Ancillary Property (if any);
- 2.8 "Rent" means the amount specified in Item 6 of the Schedule and/or as varied in accordance with this Agreement;
- 2.9 "Tenant" means the person or organisation specified in Item 3 of the Schedule;
- 2.10 "Term" means the period this Agreement remains in force specified in Item 5 of the Schedule.

The singular includes the plural and vice versa and references to natural persons include corporations and vice versa. Where more than one person is a party to this Agreement, the terms and conditions to be performed by them bind each party jointly and severally.

3. TENANT'S RIGHTS AND OBLIGATIONS

3.1 Subject to the provisions of the Act the Tenant must:

- 3.1.1 pay the Rent to the Agent in full in the manner and at the times specified in Item 6 of the Schedule, unless the Agent has given the Tenant a notice in writing setting out an alternative method;
- 3.1.2 pay the Bond to the Agent;
- 3.1.3 pay all outgoings of the Property to the Agent including gas, electricity, telephone and oil, together with rates and charges for water specified in Item 8 of the Schedule, within fourteen (14) days of receipt of a notice for payment;
- 3.1.4 keep the Property clean and secure, immediately notify the Landlord or the Agent of any damage to the Property and immediately report to the Landlord or the Agent any breakdown or fault in the equipment, electrical, smoke detectors or plumbing services in or on the Property;
- 3.1.5 pay the cost of repair to "the Plumbing" (as defined in clause 3.2.3) when damage to it is as a result of a breach by the Tenant of this Agreement;
- 3.1.6 keep the Property clear of rubbish, place household rubbish in a bin of the type approved by the local council, put the bin out for collection on the day of collection and retrieve it as soon as possible after it has been emptied;
- 3.1.7 regularly mow the lawn, weed and water the garden to at least maintain any garden that is part of the Property to the same standard as applied at the commencement of the Term;
- 3.1.8 keep all drains clear and not intentionally nor negligently do anything that will interfere with the proper operation of any Plumbing or drainage system on the Property;
- 3.1.9 use the Premises solely as a place of residence;
- 3.1.10 pay the cost of any repairs necessary because of damage to the Property as the result of an act or omission of the Tenant or any invitee of the Tenant;
- 3.1.11 return to the Agent's office the completed Inspection Sheet required by the Regulations under the Act within fourteen (14) days of the commencement of the Term, together with details of any disputed item on that Inspection Sheet;
- 3.1.12 where the Property includes a swimming pool or spa:
 - 3.1.12.1 supply and bear the cost of all necessary labour, chemicals and treatments to maintain the present condition of the swimming pool or spa;
 - 3.1.12.2 observe any instructions from the Landlord about the use or maintenance of the swimming pool or spa, including the correct chemical levels;
 - 3.1.12.3 not drain the swimming pool or spa without prior written consent of the Landlord;
 - 3.1.12.4 advise the Landlord or the Agent immediately upon becoming aware of any equipment, including fences or gates, being damaged or malfunctioning or of the condition of the pool or spa deteriorating such that remedial treatment is required;
- 3.1.13 effect and maintain any policy of insurance specified in Item 9 of the Schedule during the Term and, on demand, produce to the Landlord or the Agent a certificate of currency for that insurance;
- 3.1.14 indemnify and keep indemnified the Landlord and the Agent in respect of loss incurred or suffered as a result of any breach of this Agreement by the Tenant or any negligent act arising from the Tenant's use of the Property:
 - 3.1.14.1 this indemnity includes, without limitation, loss due to bodily injury, sickness, or death or loss, destruction or damage to property;
 - 3.1.14.2 this indemnity survives the expiration or termination of this Agreement.

3.2 The Tenant must not without the prior written consent of the Landlord:

- 3.2.1 use, cause or permit the Property to be used for an illegal or unauthorised purpose;
- 3.2.2 intentionally or negligently cause or allow others to intentionally or negligently damage the Property (including by driving nails, plugs or screws or fixing any adhesive material to any part of the Property);
- 3.2.3 use any sink, basin, bath, lavatory, drain or similar facility ("the Plumbing") in or connected to the Property for other than their intended purpose;
- 3.2.4 damage the Plumbing or the drainage or sewerage systems of the Property;
- 3.2.5 affix any fixture or make any renovation, alteration or addition to the Property;
- 3.2.6 remove or alter any fixture or device on the Property;
- 3.2.7 cause or permit a nuisance or any interference with the reasonable peace, comfort or privacy of any person who resides in the immediate vicinity of the Property;
- 3.2.8 assign this tenancy or sublet the Property;
- 3.2.9 affix any television antenna, cable TV or satellite dish to the Property;
 - 3.2.9.1 it is acknowledged by the tenant that the landlord and/or the agent do not represent or guarantee that a telephone line or a television aerial is connected to the Premises, even if one or more telephone / aerial plug/s is located in the Premises;

INITIALS *AM* *WB* *TS*

Residential Property Tenancy Agreement: **Harcourts** Terms and Conditions



- 3.2.10 install any air-conditioning unit on or in the Premises;
 - 3.2.11 keep any animals (including reptiles, mammals, birds, poultry or fish) on the Property;
 - 3.2.12 permit any bicycle or motor cycle to be brought into the living areas of the Premises or left anywhere in or near the Premises other than in an agreed parking place;
 - 3.2.13 place any advertisement, notice or sign on or in the Property;
 - 3.2.14 interfere with any machinery, plant or equipment belonging to the Landlord on the Property other than to operate it in accordance with the Landlord's or the manufacturer's instructions;
 - 3.2.15 allow any person other than the intended occupants notified to the Landlord prior to the commencement of this Agreement to remain on the Property for more than fourteen (14) days;
 - 3.2.16 alter, remove or add any locks or other security devices to the Property. In the event consent is granted, the Tenant must supply any key, device or updated security code to the Agent as soon as practicable;
 - 3.2.17 cause or permit smoking within the Premises.
- 3.3 Where the Premises are a unit or lot under the *Strata Titles Act 1988* or the *Community Titles Act 1996* or are comprised in another form of multiple dwelling, the Tenant must not breach or permit a breach of the applicable Act or the Articles/By Laws of the Corporation made under that Act, or (in regard to other premises) of any Articles or Rules that apply and in particular must not:
- 3.3.1 park any motor vehicle or motor cycle in any place other than an allotted parking space;
 - 3.3.2 deposit any rubbish around the Property or any neighbouring properties other than in a bin provided for the purpose;
 - 3.3.3 place any pot or plant container or personal items on any window sill, balustrade, balcony or passageway or in any common areas;
 - 3.3.4 hang washing anywhere other than in areas provided for that purpose;
 - 3.3.5 use any communal laundry outside the times set by the Corporation.

4. LANDLORD'S RIGHT OF ENTRY

Subject to the Act, the Landlord or Agent may enter the premises:

- 4.1 in an emergency;
- 4.2 to collect rent;
- 4.3 to inspect the premises;
- 4.4 to carry out garden maintenance;
- 4.5 to carry out necessary maintenance;
- 4.6 to show the premises to prospective tenants;
- 4.7 to show the premises to prospective purchasers;
- 4.8 to determine whether a breach has been remedied;
- 4.9 for some other genuine purpose;
- 4.10 if the landlord believes on reasonable grounds that the tenant has abandoned the premises.

5. LANDLORD'S RIGHTS AND OBLIGATIONS

5.1 Subject to the Act, the Landlord must:

- 5.1.1 provide the Property in a reasonable state of cleanliness;
- 5.1.2 provide and maintain the Property in a reasonable state of repair having regard to its age, character and prospective life, however the Landlord will not be regarded as being in breach of the obligation to repair unless the Landlord has been given written notice by the Tenant of the defect requiring repair and the Landlord fails to act with reasonable diligence to have the defect repaired;
- 5.1.3 provide and maintain such locks and other devices as are necessary to ensure that the Property is reasonably secure;
- 5.1.4 pay all rates, taxes and charges imposed in respect of the Property other than rates and charges for water that are agreed to be paid by the Tenant and specified in Item 8 of the Schedule;
- 5.1.5 allow the Tenant to have quiet enjoyment of the Property during the Term.

5.2 The Landlord must not:

- 5.2.1 cause or permit any interference with the reasonable peace, comfort or privacy of the Tenant in the use by the Tenant of the Property;
- 5.2.2 except where the Tenant is in default of this Agreement, alter, remove or add any lock or device of the type referred to in clause 5.1.3 without the Tenant's written or verbal consent.

5.3 Subject to the Act, the Landlord may increase the Rent and Bond during the Term, even if this Agreement is for a fixed term. If the Agreement is for a fixed term, any rent increase during the Term must be either by mutual agreement or in accordance with clause 5.4.

5.4 By completing this clause, the parties agree that the rent will be increased during the fixed term of the agreement as follows:

5.4.1 the rent will be increased to \$ per on / / ;

and to \$ per on / / ; or

5.4.2 the rent increase can be calculated by the following method (set out details):

6. TERMINATION AND HOLDING OVER

The Landlord and Tenant agree:

- 6.1 this Agreement may only be terminated in accordance with the Act;
- 6.2 subject to clause 6.3, the Landlord may terminate this Agreement on seven (7) days notice to the Tenant if the Tenant breaches it in any respect whatsoever;
- 6.3 where the Landlord proposes to give a notice terminating this Agreement for non-payment of rent, the Rent must have been in arrears for at least fourteen (14) days before a notice of termination can be given;
- 6.4 if, with the approval of the Landlord, the Tenant remains in occupation of the Property after the expiration of the Term, this Agreement continues until determined by either party in accordance with the Act;
- 6.5 if the Tenant breaches this Agreement during its Term, and the Landlord re-lets the Property, then the Tenant will pay to the Agent the Landlord's reasonable re-letting costs including advertising, letting fee and any out of pocket expenses, together with the Rent to the date on which the Tenant is released (if applicable) from this Agreement;
- 6.6 the Landlord may charge the Tenant for processing an application for consent to sublet the Property.

INITIALS

AM *WTS*

Residential Property Tenancy Agreement: Terms and Conditions

Harcourts

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OF SOUTH AUSTRALIA

7. PRIVACY ACT 1988

- 7.1 The parties agree and acknowledge that the Agent uses personal information collected from the Landlord and Tenant to act as the Landlord's agent and to perform their obligations under this Agreement. The Agent may also use such information collected to promote the services of the Agent and/or seek potential clients.
- 7.2 The Agent may disclose information to other parties including media organisations, on the internet, to potential tenants, or to clients of the Agent both existing and potential, as well as to tradespeople, owners, corporations, government and statutory bodies, other agents, and to third party operators of tenancy reference databases. By entering into this Agreement the Tenant acknowledges that if they fail to comply with their obligations under this Agreement that fact and any other relevant information collected about the Tenant during the course of the tenancy may also be disclosed to other agents and third party operators of tenancy reference databases.
- 7.3 The Agent will only disclose information in this way to other parties as required to perform their duties under this Agreement, to achieve the purposes specified above or as otherwise allowed under the *Privacy Act 1988*.
- 7.4 If the Tenant would like to access this information, they can do so by contacting the Agent at the address and contact numbers contained in this Agreement. The Tenant can also correct this information if it is inaccurate, incomplete or out-of-date.

8. OTHER CONDITIONS

This Agreement includes such other terms and conditions as specified in Item 10 of the Schedule.

9. GENERAL

- 9.1 This Agreement is governed by and construed in accordance with the laws from time to time in force in South Australia and the parties submit to the non-exclusive jurisdiction of the Courts of this State.
- 9.2 If any provision of this Agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable in law, then in such case the parties hereby request and direct such court to sever such provision from this Agreement.

INITIALS

AM

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Residential Property Tenancy Agreement: Harcourts Execution Page



EXECUTED AS AN AGREEMENT

Dated this 9th Day of May 2016.

The Tenant(s) acknowledge receipt of:

- Section 48 Notice
 - A copy of this Agreement
 - Information Brochure (Residential Tenancies Act 1995)
 - Property Condition Report (2 copies)
 - Manufacturers' Manuals – refer Annexure
 - Additional fees and charges - refer Annexure
 - Additional Conditions Annexure

- Keys (Number)
 - Remote control devices (Number)
 - Strata Articles
 - Community Title By-laws
 - Statutory Notice for Short Term Tenancy
 - Other
 - Other

SIGNED by the TENANT(s):

SIGNED by the **TENANT(s)**:

Tenant: A. A. Mokarram

Tenant: W. John

Full Name (Print) Angelina Mokau

Full Name (Print) **Wiremu Saul Tahau**

Tenant:

Tenant:

Full Name (Print)

Full Name (Print)

SIGNED by or on behalf of **THE LANDLORD**

Agent as authorised Landlord

Full Name (Print) Tracy Stringer

Note:

1. REISA recommends that you should not sign any contractual document unless you are satisfied that you understand its terms.
 2. Use of this Agreement by a non-member of REISA is a breach of Copyright.

NOTE: ALL PARTIES SHOULD INITIAL ALL PAGES

Residential Property Tenancy Agreement: Harcourts Annexure - Manufacturers' Manuals or Written Instructions



Manufacturers' manuals or written instructions for domestic facilities requiring instructions provided to the tenant before or at the time the tenant commences occupation of the premises

| Facility | Model/Name (if applicable) | Tenant acknowledges receipt of manual or instructions |
|----------|----------------------------|---|
| | | <input type="checkbox"/> |
| | | |

INITIALS

NOTICE TO TENANT OF LEASE EXTENSION
 (DO NOT USE THIS FORM FOR PERIODIC OR SHORT FIXED TERM TENANCIES)

To

Tenant 1: Angelina Mokau

Tenant 2: Jovi Tahau

Tenant 3:

Tenant 4:

Tenant 5:

Tenant 6:

Tenant 7:

Tenant 8:

(insert name of tenant(s))

Address of rented premises:

Street 1: 80 Davis Av

Street 2:

Suburb: Christies Beach

State: SA Postcode: 5165

I give you notice that your current lease expires on 12 / 05 / 2025
(insert date)

Your current rent is \$ 480.00 per Week
(insert amount) (insert rental period eg fortnight, calendar month)

I wish to offer you an extension of your lease for a further 12 months weeks.
(Strike out whichever is not appropriate)

The lease extension will expire on 12 / 05 / 2026 The rent will be increased
(insert date) will be increased /will not be increased /will be decrease

The new rent will be \$ 510.00 per Week with the first payment due on 16 / 05 / 2025
(insert amount) (insert rental period eg fortnight, calendar month) (insert date)

The Terms of your lease are varied as follows and if not varied then remain the same:

N/A

As detailed below

See annexure

Please sign and return this Notice to your Agent by 11 / 03 / 2025 if you wish to accept.

(insert a date that is more than 28 days before the lease ends)

The Tenants expressly consent to the collection and use of the Personal Information and content in accordance with the REISA privacy policy at www.reisa.com.au.

PLEASE NOTE:

- If you wish to vacate at the end of the fixed term you must give your landlord at least 28 days written notice (Form 17) to end the fixed term agreement.

NOTICE TO TENANT OF LEASE EXTENSION
(DO NOT USE THIS FORM FOR PERIODIC OR SHORT FIXED TERM TENANCIES)

Signed by Tenant 1

Tenant Name



Date: 11.04.25

Angelina Mokau

Signed by Tenant 2

Tenant Name



Date: 11.04.25

Jovi Tahau

Signed by Tenant 3

Tenant Name

Date:



Signed by Tenant 4

Tenant Name

Date:



Signed by Tenant 5

Tenant Name

Date:



Signed by Tenant 6

Tenant Name

Date:



Signed by Tenant 7

Tenant Name

Date:



Signed by Tenant 8

Tenant Name

Date:



Signed by or on behalf of the Landlord

Agent as authorised Landlord



Date: 14-4-2025

