

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

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

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 Development Act 1993 (repealed)" and item 5.1; and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 Repealed Act conditions" and item 6.1; and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

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

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

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

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

Column 1	Column 2	Column 3
<b>1. General</b>		
<b>1.1 Mortgage of land</b>	<i>Is this item applicable?</i>	<input checked="" type="checkbox"/>
<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<i>Will this be discharged or satisfied prior to or at settlement?</i>	<b>YES</b>
	<i>Are there attachments?</i>	<b>YES</b>
	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	
	<b>REFER ATTACHED CERTIFICATE OF TITLE</b>	
	Number of mortgage (if registered):	
	12932250	
	Name of mortgagee:	
	<b>WESTPAC BANKING CORPORATION</b>	
<b>1.2 Easement</b> (whether over the land or annexed to the land)	<i>Is this item applicable?</i>	<input type="checkbox"/>
<b>Note - "Easement" includes rights of way and party wall rights.</b>	<i>Will this be discharged or satisfied prior to or at settlement?</i>	<b>YES/NO</b>
	<i>Are there attachments?</i>	<b>YES/NO</b>
	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	
	Description of land subject to easement:	
	Nature of easement:	
	Are you aware of any encroachment on the easement?	
	(If <b>YES</b> , give details):	
	If there is an encroachment, has approval for the encroachment been given?	
	(If <b>YES</b> , give details):	
<b>1.3 Restrictive covenant</b>	<i>Is this item applicable?</i>	<input type="checkbox"/>
<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<i>Will this be discharged or satisfied prior to or at settlement?</i>	<b>YES/NO</b>
	<i>Are there attachments?</i>	<b>YES/NO</b>
	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	
	Nature of restrictive covenant:	
	Name of person in whose favour restrictive covenant operates:	
	Does the restrictive covenant affect the whole of the land being acquired?	
	(If <b>NO</b> , give details):	
	Does the restrictive covenant affect land other than that being acquired?	

Column 1	Column 2	Column 3
<b>1.4 Lease, agreement for lease, tenancy agreement or licence</b>	<b>Is this item applicable?</b>	<input checked="" type="checkbox"/>
	<b>Will this be discharged or satisfied prior to or at settlement?</b>	<b>NO</b>
	<b>Are there attachments?</b>	<b>YES</b>
(The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> <b>REFER ATTACHED LEASE AGREEMENT AND NOTICE OF EXTENSION</b>	
<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Names of parties: <b>ANGELINA MOKAU AND JOFI TAHAU AS THE TENANTS GEOFFREY AND LAURA BELL AS THE LANDLORDS HARCOURTS MORPHETT VALE AS THE MANAGING AGENT</b>	
	Period of lease, agreement for lease etc: From: <b>13/05/2016</b> To: <b>12/05/2026</b>	
	Amount of rent or licence fee: <b>\$510</b> per (period) <b>WEEK</b>	
	Is the lease, agreement for lease etc in writing? <b>YES</b>	
	If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify- (a) the Act under which the lease or licence was granted:	
	(b) the outstanding amounts due (including any interest or penalty):	

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

<b>5.1 section 42 - Condition (that continues to apply) of a development authorisation</b>	<b>Is this item applicable?</b>	<input type="checkbox"/>
	<b>Will this be discharged or satisfied prior to or at settlement?</b>	<b>YES/NO</b>
	<b>Are there attachments?</b>	<b>YES/NO</b>
<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> <b>N/A</b>	
	Condition(s) of authorisation:	

**6. Repealed Act conditions**

<b>6.1 Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1967</i> (repealed)</b>	<b>Is this item applicable?</b>	<input type="checkbox"/>
	<b>Will this be discharged or satisfied prior to or at settlement?</b>	<b>YES/NO</b>
	<b>Are there attachments?</b>	<b>YES/NO</b>
<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> <b>N/A</b>	
	Nature of condition(s):	

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

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



# 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](http://www.cbs.sa.gov.au).

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

The questions have been categorised under the headings **Safety**, **Enjoyment** and **Value**, but all 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](http://www.cbs.sa.gov.au)

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

REAL PROPERTY ACT, 1886



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



## Certificate of Title - Volume 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

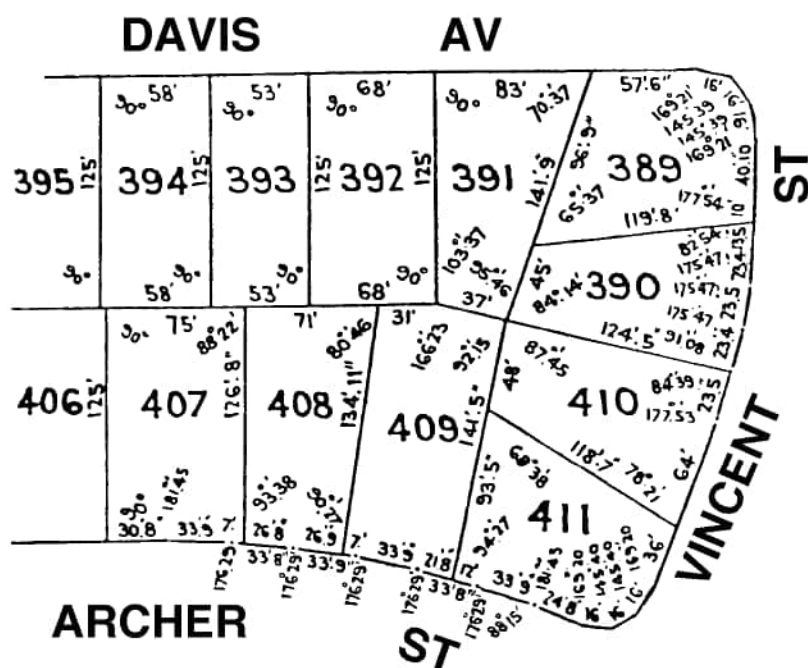
NIL

## 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



1 FOOT = 0.3048 METRES  
1 INCH = 0.0254 METRES





ABN 19 040 349 865  
Emergency Services Funding Act 1998

# CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

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

PIR Reference No: 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](mailto: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
			R4	RE
8619754005	CT 5575/552	\$710,000.00	1.000	0.400
LEVY DETAILS:				
		FIXED CHARGE	\$	50.00
		+ VARIABLE CHARGE	\$	240.25
FINANCIAL YEAR		- REMISSION	\$	144.55
2025-2026		- CONCESSION	\$	0.00
		+ ARREARS / - PAYMENTS	\$	-145.70
		= <u>AMOUNT PAYABLE</u>	\$	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

See overleaf for further information



**Government of  
South Australia**

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

## CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

**OFFICIAL: Sensitive**

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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




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

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

For more information:

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

**PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW**

 Billor Code: 456285 Ref: 7012128216  Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: <a href="http://www.bpay.com.au">www.bpay.com.au</a> <small>® Registered to BPAY Pty Ltd ABN 69 079 137 518</small>	  To pay via the internet go to: <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a>	  Send your cheque or money order, made payable to the Community Emergency Services Fund, along with this Payment Remittance Advice to: <b>Please refer below.</b> Revenue SA Locked Bag 555 ADELAIDE SA 5001
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**ACTION REQUIRED:** In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.

**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

DATE OF ISSUE

04/12/2025

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

**ENQUIRIES:**

Tel: (08) 8372 7534

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

## OWNERSHIP NAME

G D &amp; L C BELL

## FINANCIAL YEAR

2025-2026

## PROPERTY DESCRIPTION

80 DAVIS AVE / CHRISTIES BEACH SA 5165 / LT 392

## ASSESSMENT NUMBER

8619754005

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

CT 5575/552

## TAXABLE SITE VALUE

\$440,000.00

## AREA

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			
= <u>AMOUNT PAYABLE</u>	\$	0.00			

## Please Note:

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

ON OR BEFORE

04/03/2026

See overleaf for further information

**Government of  
South Australia**

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

## PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

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

Account Number <b>86 19754 00 5</b>	L.T.O Reference CT5575552	Date of issue 4/12/2025	Agent No. 8278	Receipt No. 2736791
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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	Water rates	:	164.60
Sewer main available: 1/7/1966	Sewer rates	:	209.46
	Water use	:	251.29
	SA Govt concession	:	0.00
	Recycled Water Use	:	0.00
	Service Rent	:	0.00
	Recycled Service Rent	:	0.00
	Other charges	:	0.00
	Goods and Services Tax	:	0.00
	Amount paid	:	337.75CR
	<b>Balance outstanding</b>	:	<b>287.60</b>

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.

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

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

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

## South Australian Water Corporation

**Name:**

GD BELL &amp; 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

**Bill 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](http://bpay.com.au)

**Paying online**

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

**Paying by phone**

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

SA Water account number: 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](http://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](http://www.cbs.sa.gov.au)

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

### 1. General

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

### 2. Aboriginal Heritage Act 1988

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



an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

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

- 3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

- 4.1 section 5 - Notice requiring payment

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

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

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

- 5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

- 5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

- 5.6 section 57 - Land management agreement

Refer to the Certificate of Title

- 5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

- 5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

- 5.9 section 71 - Fire safety notice

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

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

## 6. Repealed Act conditions

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

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

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

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



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

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

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

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

## Act

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

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

19.1	Notice, order or demand for payment of land tax	<p><b>A Land Tax Certificate will be forwarded.</b>  <b>If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.</b></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  <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></p>
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## 20. **Local Government Act 1934 (repealed)**

20.1	Notice, order, declaration, charge, claim or demand given or made under the Act	Contact the Local Government Authority for other details that might apply
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## 21. **Local Government Act 1999**

21.1	Notice, order, declaration, charge, claim or demand given or made under the Act	Contact the Local Government Authority for other details that might apply
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## 22. **Local Nuisance and Litter Control Act 2016**

22.1	section 30 - Nuisance or litter abatement notice	Contact the Local Government Authority for other details that might apply
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## 23. **Metropolitan Adelaide Road Widening Plan Act 1972**

23.1	section 6 - Restriction on building work	Transport Assessment Section within DIT has no record of any restriction affecting this title
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## 24. **Mining Act 1971**

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

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

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

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

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

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

has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

29.8 section 157 - Fire safety notice

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

also

Contact the Local Government Authority for other details that might apply

29.9 section 192 or 193 - Land management agreement

Refer to the Certificate of Title

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

29.12 Part 16 Division 1 - Proceedings

Contact the Local Government Authority for details relevant to this item

also

Contact the vendor for other details that might apply

29.13 section 213 - Enforcement notice

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

also

Contact the Local Government Authority for other details that might apply

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

Contact the Local Government Authority for details relevant to this item

also

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

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

30.1 section 8 or 9 - Notice or order concerning pests

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

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

31.1 Part 3 - Notice

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

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

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

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

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

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

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

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

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

## Other Particulars

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

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

## Additional Information

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

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



## Notices

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

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

#### Building restrictions

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

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

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

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

#### Statutory easements

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

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

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

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

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

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

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

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

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

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

Information should be obtained from:

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

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

Water Resources Management - Taking of underground water

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



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

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

## Certificate of Title

Title Reference CT 5575/552  
Status CURRENT  
Easement NO  
Owner Number 17775259  
Address for Notices 20 ELLISTON STREET CHESTER HILL NSW 2162  
Area 800m<sup>2</sup> (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**

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**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

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

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

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

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

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

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



## INFORMATION NOTE

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

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

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

##### *Section 42*

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

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

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

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

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

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

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

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

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

#### **Zones**

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 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

<i>Section 84</i> Enforcement notice	NO
<i>Section 85(6), 85(10) or 106</i> Enforcement Order	NO
<i>Part 11 Division 2</i> Proceedings	NO
<b>Fire and Emergency Services Act 2005</b>	
<i>Section 105F (or section 56 or 83 (repealed))</i> Notice	NO
<i>Section 56 (repealed)</i> Notice issued	NO
<b>Food Act 2001</b>	
<i>Section 44</i> Improvement notice <u>issued against the land</u>	NO
<i>Section 46</i> Prohibition order	NO
<b>Housing Improvement Act 1940 (repealed)</b>	
<i>Section 23</i> Declaration that house is undesirable or unfit for human habitation	NO
<b>Land Acquisition Act 1969</b>	
<i>Section 10</i> Notice of intention to acquire	NO
<b>Local Government Act 1934 (repealed)</b>	
<i>Notice, order, declaration, charge, claim or demand given or made under the Act</i>	NO
<b>Local Government Act 1999</b>	
<i>Notice, order, declaration, charge, claim or demand given or made under the Act</i>	NO
Refer to separate attachment for Rates and Charges	
<b>Local Nuisance and Litter Control Act 2016</b>	
<i>Section 30</i> Nuisance or litter abatement notice <u>issued against the land</u>	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. The purchaser may seek that information from the lessee or tenant or sublessee or subtenant.)

NO

### *Caveat*

NO

## Other

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

NO

### **PLEASE NOTE:**

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

This statement is made the 03 December 2025

Thomas Caiapich  
Project Officer – Development Support  
**AUTHORISED OFFICER**

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LOCAL GOVERNMENT RATES SEARCH

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**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**



### 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 W.P TS



# Residential Property Tenancy Agreement: **Harcourts** Schedule



**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* *WJS*

# 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

**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



# 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

AM WS O



# 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* *WJ TS*

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



## 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 n9 TS



# Residential Property Tenancy Agreement: **Harcourts** Execution Page



EXECUTED AS AN AGREEMENT

Dated this 9th Day of May 2016.

The Tenant(s) acknowledge receipt of:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Section 48 Notice  | <input type="checkbox"/> Keys (Number <u>        </u> )                        |
| <input checked="" type="checkbox"/> A copy of this Agreement                                       | <input type="checkbox"/> Remote control devices (Number <u>        </u> )      |
| <input checked="" type="checkbox"/> Information Brochure ( <i>Residential Tenancies Act 1995</i> ) | <input checked="" type="checkbox"/> Strata Articles                            |
| <input checked="" type="checkbox"/> Property Condition Report (2 copies)                           | <input checked="" type="checkbox"/> Community Title By-laws                    |
| <input checked="" type="checkbox"/> Manufacturers' Manuals - refer Annexure                        | <input checked="" type="checkbox"/> Statutory Notice for Short Term Tenancy    |
| <input type="checkbox"/> Additional fees and charges - refer Annexure                              | <input type="checkbox"/> Other <u>  </u> |
| <input type="checkbox"/> Additional Conditions Annexure  | <input type="checkbox"/> Other <u>  </u> |

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

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

Tenant: A. A. Mokau

Tenant: W. S. Tahau

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**

[Signature]

☒ 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"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
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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

(insert date)

The rent will be increased

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](http://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

*A. Mokau*

Angelina Mokau

Date: 11.04.25

Signed by Tenant 2

Tenant Name

*J. Tahau*

Jovi Tahau

Date: 11.04.25

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

*L. James*

Date: 14-4-2025

