



## Certificate of Title - Volume 5950 Folio 73

Parent Title(s) CT 5944/658

Creating Dealing(s) RTC 10298883

Title Issued 28/09/2005 Edition 7 Edition Issued 25/08/2022

### Estate Type

FEE SIMPLE

### Registered Proprietor

RACHEL LAUREN HEFFORD  
ZACKORY FREDERICK WILSON  
OF 8 JADE LOOP ALDINGA BEACH SA 5173  
AS JOINT TENANTS

### Description of Land

ALLOTMENT 109 DEPOSITED PLAN 68681  
IN THE AREA NAMED ALDINGA BEACH  
HUNDRED OF WILLUNGA

### Easements

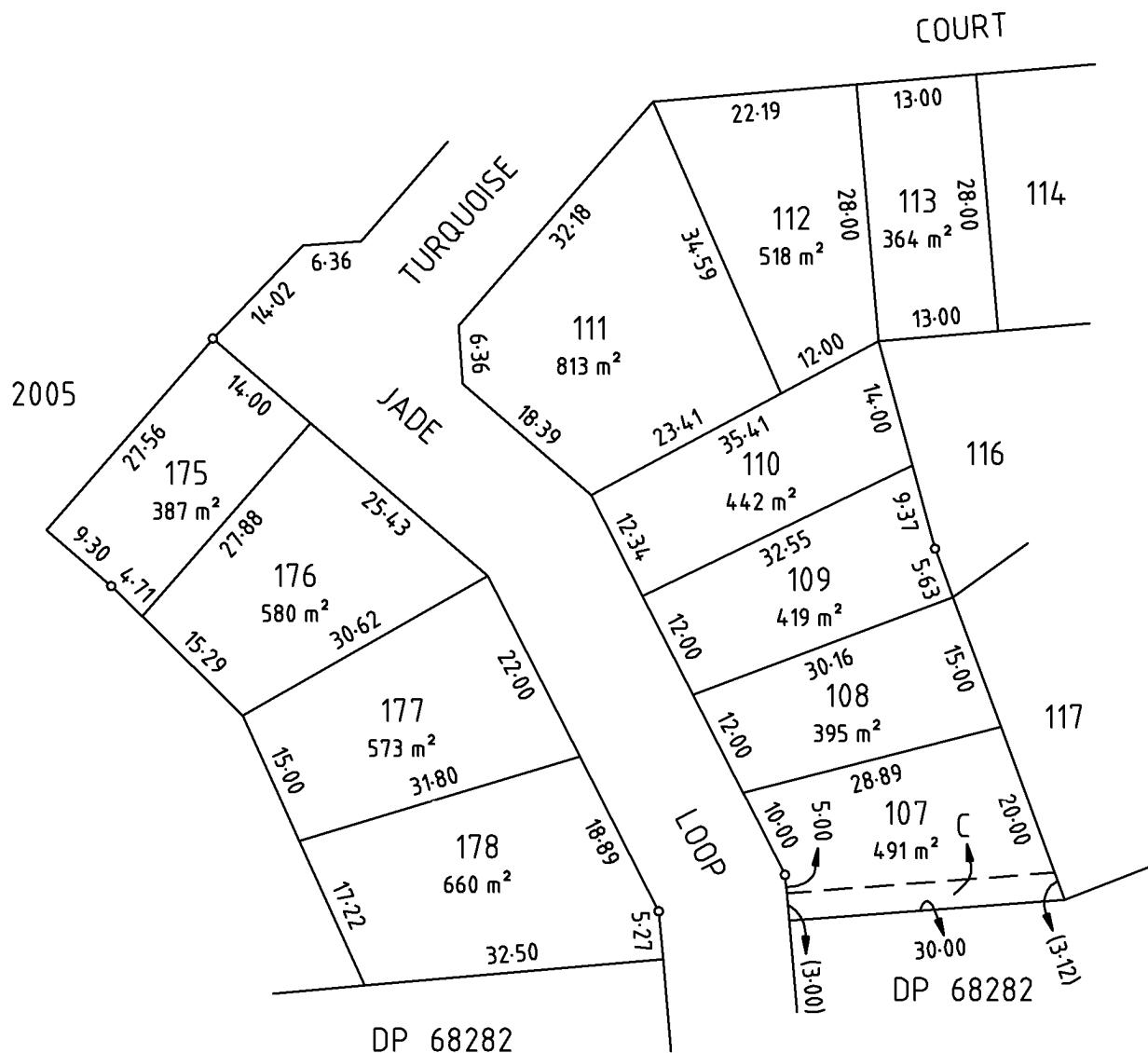
NIL

### Schedule of Dealings

Dealing Number	Description
10235663	AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2)
10806843	ENCUMBRANCE TO SOUTHWOOD DEVELOPMENTS PTY. LTD. (SINGLE COPY ONLY)
13860006	MORTGAGE TO WESTPAC BANKING CORPORATION (ACN: 007 457 141)

### Notations

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



0 7.5 15 22.5 30 Metres

# Property Interest Report

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

Title Reference	CT 5950/73	Reference No. 2737211
Registered Proprietors	R L*HEFFORD & ANR	Prepared 04/12/2025 11:51
Address of Property	8 JADE LOOP, ALDINGA BEACH, SA 5173	
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	Refer to the Certificate of Title  <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>
1.2	Easement (whether over the land or annexed to the land)	Refer to the Certificate of Title  Note--"Easement" includes rights of way and party wall rights  <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>
1.3	Restrictive covenant	Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance  <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>
1.4	Lease, agreement for lease, tenancy agreement or licence (The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)	Refer to the Certificate of Title also Contact the vendor for these details  <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>
1.5	Caveat	Refer to the Certificate of Title
1.6	Lien or notice of a lien	Refer to the Certificate of Title
2.1	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

*[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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

5.6 section 57 - Land management agreement

Refer to the Certificate of Title

5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

5.9 section 71 - Fire safety notice

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

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

## 6. Repealed Act conditions

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

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

## 7. Emergency Services Funding Act 1998

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

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

## **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  
**A Land Tax Certificate will be forwarded.**  
**If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.**  
**Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates [www.revenuesaonline.sa.gov.au](http://www.revenuesaonline.sa.gov.au)**

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

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

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

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

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

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

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

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

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

24.1 Mineral tenement (other than an exploration licence)  
Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title

24.2 section 9AA - Notice, agreement or order to waive exemption from authorised operations  
Contact the vendor for these details

24.3 section 56T(1) - Consent to a change in authorised operations  
Contact the vendor for these details

24.4 section 58(a) - Agreement authorising tenement holder to enter land  
Contact the vendor for these details

24.5 section 58A - Notice of intention to commence authorised operations or apply for lease or licence  
Contact the vendor for these details

24.6 section 61 - Agreement or order to pay compensation for authorised operations  
Contact the vendor for these details

24.7 section 75(1) - Consent relating to extractive minerals  
Contact the vendor for these details

24.8 section 82(1) - Deemed consent or agreement  
Contact the vendor for these details

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

## **25. *Native Vegetation Act 1991***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28.1 section 23(1) - Notice of contribution payable

The Phylloxera and Grape Industry Board of South Australia has no vineyard registered against this title. However all properties with greater than 0.5 hectares of planted vines are required to be registered with the board

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

29.1 Part 5 - Planning and Design Code

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

Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated.

also

Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title

also

For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority

also

Contact the Local Government Authority for other details that might apply to a place of local heritage value

also

For details of declared significant trees affecting this title, contact the Local Government Authority

also

**The Planning and Design Code (the Code) is a statutory instrument under the *Planning, Development and Infrastructure Act 2016* for the purposes of development assessment and related matters within South Australia. The Code contains the planning rules and policies that guide what can be developed in South Australia. Planning authorities use these planning rules to assess development applications. To search and view details of proposed statewide code amendments or code amendments within a local government area, please search the code amendment register on the SA Planning Portal:  
[https://plan.sa.gov.au/have\\_your\\_say/code-amendments/code\\_amendment\\_register](https://plan.sa.gov.au/have_your_say/code-amendments/code_amendment_register) or phone PlanSA on 1800 752 664.**

29.2 section 127 - Condition (that continues to apply) of a development authorisation

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

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

also

Contact the Local Government Authority for other details that might apply

29.3 section 139 - Notice of proposed work and notice may require access

Contact the vendor for these details

29.4 section 140 - Notice requesting access

Contact the vendor for these details

29.5 section 141 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

29.6 section 142 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

29.7 section 155 - Emergency order

State Planning Commission in the Department for Housing and Urban Development

		has no record of any order or notice affecting this title
		also
		Contact the Local Government Authority for other details that might apply
29.8	section 157 - Fire safety notice	Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any order or notice affecting this title
		also
		Contact the Local Government Authority for other details that might apply
29.9	section 192 or 193 - Land management agreement	Refer to the Certificate of Title
29.10	section 198(1) - Requirement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
		also
		Contact the Local Government Authority for other details that might apply
29.11	section 198(2) - Agreement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
		also
		Contact the Local Government Authority for other details that might apply
29.12	Part 16 Division 1 - Proceedings	Contact the Local Government Authority for details relevant to this item
		also
		Contact the vendor for other details that might apply
29.13	section 213 - Enforcement notice	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
		also
		Contact the Local Government Authority for other details that might apply
29.14	section 214(6), 214(10) or 222 - Enforcement order	Contact the Local Government Authority for details relevant to this item
		also
		State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

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

30.1	section 8 or 9 - Notice or order concerning pests	Plant Health in PIRSA has no record of any notice or order affecting this title
------	---	---

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

31.1	Part 3 - Notice	Public Health in DHW has no record of any notice or direction affecting this title
		also
		Contact the Local Government Authority for other details that might apply
31.2	<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)</i> (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	<i>Public and Environmental Health (Waste Control) Regulations 2010</i> (revoked) regulation 19 - Maintenance order (that has not been complied with)	Public Health in DHW has no record of any order affecting this title
		also
		Contact the Local Government Authority for other details that might apply

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

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

32.2 section 92 - Notice Public Health in DHW has no record of any notice affecting this title  
also  
Contact the Local Government Authority for other details that might apply

32.3 *South Australian Public Health (Wastewater) Regulations 2013 Part 4 - Condition (that continues to apply) of an approval* Public Health in DHW has no record of any condition affecting this title  
also  
Contact the Local Government Authority for other details that might apply

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

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

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

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

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

35.1 section 18 - Condition (that remains in force) of a permit DEW has no record of any condition affecting this title

35.2 section 125 (or a corresponding previous enactment) - Notice to pay levy DEW has no record of any notice affecting this title

## **36. Other charges**

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

## Other Particulars

---

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

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

## Additional Information

---

The following additional information is provided for your information only.

These items are not prescribed encumbrances or other particulars prescribed under the Act.

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

## Notices

---

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

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

#### Building restrictions

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

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

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

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

#### Statutory easements

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

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

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

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

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

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

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

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

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

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

Information should be obtained from:

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

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

Water Resources Management - Taking of underground water

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

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

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

## Certificate of Title

Title Reference	CT 5950/73
Status	CURRENT
Easement	NO
Owner Number	18025994
Address for Notices	8 JADE LOOP ALDINGA BEACH, SA 5173
Area	419m <sup>2</sup> (CALCULATED)

## Estate Type

Fee Simple

## Registered Proprietor

RACHEL LAUREN HEFFORD  
ZACKORY FREDERICK WILSON  
OF 8 JADE LOOP ALDINGA BEACH SA 5173  
AS JOINT TENANTS

## Description of Land

ALLOTMENT 109 DEPOSITED PLAN 68681  
IN THE AREA NAMED ALDINGA BEACH  
HUNDRED OF WILLUNGA

## Last Sale Details

Dealing Reference	TRANSFER (T) 13077379
Dealing Date	08/03/2019
Sale Price	\$315,000
Sale Type	FULL VALUE / CONSIDERATION AND WHOLE OF LAND

## Constraints

### Encumbrances

Dealing Type	Dealing Number	Beneficiary
AGREEMENT	10235663	CITY OF ONKAPARINGA
ENCUMBRANCE	10806843	SOUTHWOOD DEVELOPMENTS PTY. LTD.
MORTGAGE	13860006	WESTPAC BANKING CORPORATION (ACN: 007 457 141)

### Stoppers

NIL

## Valuation Numbers

Valuation Number	Status	Property Location Address
1317134407	CURRENT	8 JADE LOOP, ALDINGA BEACH,

Valuation Number	Status	Property Location Address
		SA 5173

## Notations

### Dealings Affecting Title

NIL

### Notations on Plan

NIL

### Registrar-General's Notes

NIL

### Administrative Interests

NIL

## Valuation Record

<b>Valuation Number</b>	1317134407
<b>Type</b>	Site & Capital Value
<b>Date of Valuation</b>	01/01/2025
<b>Status</b>	CURRENT
<b>Operative From</b>	01/07/2006
<b>Property Location</b>	8 JADE LOOP, ALDINGA BEACH, SA 5173
<b>Local Government</b>	ONKAPARINGA
<b>Owner Names</b>	RACHEL LAUREN HEFFORD ZACKORY FREDERICK WILSON
<b>Owner Number</b>	18025994
<b>Address for Notices</b>	8 JADE LOOP ALDINGA BEACH, SA 5173
<b>Zone / Subzone</b>	HDN - Housing Diversity Neighbourhood
<b>Water Available</b>	Yes
<b>Sewer Available</b>	Yes
<b>Land Use</b>	1100 - House
<b>Description</b>	4HG
<b>Local Government Description</b>	Residential

## Parcels

Plan/Parcel	Title Reference(s)
D68681 ALLOTMENT 109	CT 5950/73

## Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$305,000	\$630,000			
Previous	\$235,000	\$550,000			

## Building Details

<b>Valuation Number</b>	1317134407
<b>Building Style</b>	Conventional
<b>Year Built</b>	2010
<b>Building Condition</b>	Very Good
<b>Wall Construction</b>	Rendered
<b>Roof Construction</b>	Galvanised Iron
<b>Equivalent Main Area</b>	134 sqm
<b>Number of Main Rooms</b>	4

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

## Certificate of Title

**Title Reference:** CT 5950/73  
**Status:** CURRENT  
**Parent Title(s):** CT 5944/658  
**Dealing(s) Creating Title:** RTC 10298883  
**Title Issued:** 28/09/2005  
**Edition:** 7

## Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
22/08/2022	25/08/2022	13860006	MORTGAGE	REGISTERED	WESTPAC BANKING CORPORATION (ACN: 007 457 141)
22/08/2022	25/08/2022	13860005	DISCHARGE OF MORTGAGE	REGISTERED	13077380
08/03/2019	15/03/2019	13077380	MORTGAGE	REGISTERED	AFSH NOMINEES PTY. LTD. (ACN: 143 937 437)
08/03/2019	15/03/2019	13077379	TRANSFER	REGISTERED	RACHEL LAUREN HEFFORD, ZACKORY FREDERICK WILSON
08/03/2019	15/03/2019	13077378	DISCHARGE OF MORTGAGE	REGISTERED	13042205
21/12/2018	28/12/2018	13042205	MORTGAGE (CHANGE OF PROPRIETOR NAME)	REGISTERED	NATIONAL AUSTRALIA BANK LTD. (ACN: 004 044 937), New Proprietor Name: BIANCA TINA VASSALLO
21/12/2018	28/12/2018	13042204	DISCHARGE OF MORTGAGE	REGISTERED	11728132
08/03/2012	21/03/2012	11728132	MORTGAGE	REGISTERED	AUSTRALIA & NEW ZEALAND BANKING GROUP LTD.
08/03/2012	21/03/2012	11728130	DISCHARGE OF MORTGAGE	REGISTERED	10806844
03/10/2007	19/10/2007	10806844	MORTGAGE	REGISTERED	COMMONWEALTH BANK OF AUSTRALIA
03/10/2007	19/10/2007	10806843	ENCUMBRANCE	REGISTERED	SOUTHWOOD DEVELOPMENTS PTY. LTD.
03/10/2007	19/10/2007	10806842	TRANSFER	REGISTERED	BIANCA TINA VASSALLO
03/10/2007	19/10/2007	10806841	DISCHARGE OF ENCUMBRANCE	REGISTERED	10339426

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
03/10/2007	19/10/2007	10806840	DISCHARGE OF MORTGAGE	REGISTERED	10339427
08/08/2007	22/08/2007	10766681	WITHDRAWAL OF CAVEAT	REGISTERED	10710660
29/05/2007	04/06/2007	10710660	CAVEAT	REGISTERED	ACRES & ALL PTY. LTD. (ACN: 104 218 082)
26/03/2007	30/04/2007	10668993	TRANSFER OF MORTGAGE	REGISTERED	PERMANENT MORTGAGES PTY. LTD. 10339427
09/11/2005	22/11/2005	10339427	MORTGAGE	REGISTERED	PERMANENT CUSTODIANS LTD.
09/11/2005	22/11/2005	10339426	ENCUMBRANCE	REGISTERED	SOUTHWOOD DEVELOPMENTS PTY. LTD.
09/11/2005	22/11/2005	10339425	TRANSFER	REGISTERED	PLATINUM PARTNERS GROUP PTY. LTD. (ACN: 103 873 356)
31/05/2005	08/06/2005	10235663	AGREEMENT	REGISTERED	CITY OF ONKAPARINGA

---

## Certificate of Title

**Title Reference:** CT 5950/73

**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

E 10806843



12:32 3-Oct-2007

Single Copy Only

4 of 5

Fees: \$108.00

LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA

**MEMORANDUM OF ENCUMBRANCE**

FORM APPROVED BY THE REGISTRAR-GENERAL

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

**BELOW THIS LINE FOR AGENT USE ONLY**

CERTIFIED CORRECT FOR THE PURPOSES  
OF THE REAL PROPERTY ACT 1886

Registered Conveyancer  
Yon-Lovejoy File Ref: B23839  
Sophie Telanidis

Lodged by:

AGENT CODE

Correction to: Optima Conveyancing

OPTA62

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

- 1.....
- 2.....
- 3.....
- 4.....

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

- 1.....
- 2.....
- 3.....
- 4.....

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

ITEM(S)	AGENT CODE

R-G 250505

CORRECTION	PASSED
REGISTERED	18 OCT 2007
<i>Pete Potocsky</i>	
REGISTRAR-GENERAL	



DATED ..... 3/10/07 .....

EXECUTION

.....  
Signature of ENCUMBRANCER - Bianca Tina Vassallo

.....  
Signature of WITNESS - Signed in my presence by the  
ENCUMBRANCER who is either personally known to me or has satisfied  
me as to his or her identity.\*

.....  
Print Full Name of Witness **SHARYN TERESE INGRAM**  
.....  
**26-30 ROPER ST**  
**ADELAIDE SA 5000**  
**PH 8223 3044**

.....  
Address of Witness

.....  
Business Hours Telephone Number.....

## MEMORANDUM OF ENCUMBRANCE

## CERTIFICATE(S) OF TITLE BEING ENCUMBERED

The whole of the land comprised in Certificate of Title Register Book

**Volume 5950 Folio 73**

ESTATE AND INTEREST	ENCUMBRANCES
An estate in fee simple	AG10235663

## ENCUMBRANCER (Full Name and Address)

**BIANCA TINA VASSALLO**  
of 26 Maple Street Broadview SA 5083

## ENCUMBRANCEE (Full Name, Address and Mode of Holding)

**SOUTHWOOD DEVELOPMENTS PTY LTD (ACN 108 883 674)**  
of 29 Dequetteville Terrace Kent Town SA 5067

## OPERATIVE CLAUSE

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

(a) Insert the amount of the annuity or rent charge  
  
(b) State the term of the annuity or rent charge. If for life use the words "during his or her lifetime"  
  
(c) State the times appointed for payment of the annuity or rent charge. Any special covenants may be inserted on page 2.

(a) TEN CENTS \$0.10 (if demanded)  
  
(b) TO BE PAID TO THE ENCUMBRANCEE as a yearly rent charge for a term of 999 years commencing on the date of this Encumbrance  
  
(c) AT THE TIMES AND IN THE MANNER FOLLOWING on the first day of January in each year commencing on the 1<sup>st</sup> day of January following the date of this Encumbrance AND with the performance and observance of the following covenants

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:

**The purpose of this encumbrance**

1. The encumbrancer on page 1 ("you", "your") grants this encumbrance –
  - 1.1. for the benefit of the encumbrancee on page 1 ("we", "our", "us")
  - 1.2. for the benefit of each present and future owner of the land
  - 1.3. to charge the land on page 1 ('the land") with the payment of the annuity on page 1 ("the rent charge")
  - 1.4. for the purpose of a common building scheme for the development zone ("development zone")
  - 1.5. with the intent that its covenants run with the land and be binding also on anyone who becomes the owner of the land after you.

**Interpreting this encumbrance**

2. In this encumbrance, unless the contrary intention appears –
  - 2.1. "the land" means all the land and any rights and easements described above
  - 2.2. "development zone" means all of the land delineated in DP numbered 68681
  - 2.3. "development" means work of any kind, including but not limited to –
    - A. "building works" as defined in the Building Works Contractors Act
    - B. the construction or alteration of any permanent or temporary structure
    - C. earthworks or landscaping of any kind
    - D. repairs, painting or improvements of any kind
  - 2.4. reference to giving access to us includes giving access to our employees agents and contractors
  - 2.5. reference to a party includes the party's successors and transferees (and also the party's personal representatives if the party is a natural person)
  - 2.6. reference to any statute includes statutes which change or replace it, and
  - 2.7. any word indicating the singular includes the plural and vice versa.
3. If there are more than one of you then –
  - 3.1. we only have to give notices to one of you and
  - 3.2. all your obligations in this encumbrance are joint and several.

### **Restrictions on the use and development of the land**

4. You must use the land only for private residential purposes.
5. You must obey any development guidelines we issue from time to time relating to carrying out any development on the land.

### **Rules governing the use of the land**

6. You must obey the following rules in using or owning the land
  - 6.1. You must not subdivide the land or create any additional allotment from the land
  - 6.2. Transportable buildings are not permitted on the land
  - 6.3. You must not use any caravan, tent or other shelter on the land as a place of residence
  - 6.4. You must not make any claim against us for the cost of (or for contribution to the cost of) erecting a fence between the land and any land of ours. You indemnify us against such claim.
  - 6.5. You must site your dwelling, driveway and crossover in accordance with the Building Envelope Plan as issued by the Developer from time to time.
7. The provisions of the Law of Property Act and the Real Property Act relating to encumbrances apply to this encumbrance.
8. The provisions referred to in the above Clause 7 include, amongst other rights and obligations –
  - 8.1. an obligation on you to keep all improvements on the land in good repair
  - 8.2. a right of ours to enter upon the land, upon giving the occupier of the dwelling house reasonable notice of our intention to do so, to inspect the state of repair of such improvements
  - 8.3. an obligation on you to pay the rent charge at the time and in the manner set out in this encumbrance
  - 8.4. the right of a subsequent mortgagee or encumbrancee to redeem this encumbrance
  - 8.5. a power of ours, if you default in payment of the rent charge or in observing your obligations expressed or implied in this encumbrance, to enter and take possession of the land or bring an action for recovery of the land, or to distrain the goods of the tenant or occupier of the land
  - 8.6. a right of ours to sell the land if you default in payment of the rent charge or in observing your obligations expressed or implied in this encumbrance.

### **Dwelling**

9. During the continuance of this Encumbrance, you SHALL NOT:
  - 9.1. erect or cause to be erected any building or structure other than one main dwelling house together with the usual domestic outbuildings ancillary to the use of such dwelling house.
  - 9.2. erect or cause to be erected, a roof on the said dwelling house with a pitch of less than twenty two and a half (22.5) degrees unless otherwise approved by us
  - 9.3. unless approved by us, erect or cause or permit to be erected any residential dwelling house, unless the minimum living area (excluding carports, garages, verandahs, porticos, pergolas, balconies and outbuildings) shall be:
    - 9.3.1 in the case of allotments 550 m<sup>2</sup> or over, not less than 130 square metres,
    - 9.3.2 in the case of allotments less than 549m<sup>2</sup>, not less than 90 square metres
  - 9.4. place any advertising or business signage on the land or in the front window or on the walls of any residential dwelling house except real estate signage associated with the sale of an established dwelling house on the land

- 9.5. erect or cause to be erected any dwelling house other than a dwelling house of permanent structure and of at least sixty per cent (60%) masonry construction or such other materials as shall be approved by us, the exterior of the dwelling house being constructed of new, non-reflective materials and the interior of the dwelling house being constructed of new materials. Neither the interior nor the exterior of the dwelling house are to be constructed of materials such as asbestos cement, fibreglass, plastic or rubber or any material of a like nature. In this clause, the term "permanent structure" shall mean a dwelling house which is permanently affixed to the land and shall not include a dwelling house of which any part is of a portable or transportable nature
- 9.6. use used or second-hand materials in the construction of the dwelling house or the domestic outbuildings
- 9.7. use the land other than solely for residential purposes unless you shall obtain our prior written consent and also the prior written consent of the relevant council
- 9.8. erect or permit to be erected any structure or structures which are ancillary to the use of the dwelling house as outbuildings or any improvements unless such ancillary structure shall be made of new, non-reflective, non-bright coloured materials
- 9.9. delay or permit to be delayed the completion of the construction of the dwelling house after construction of the same has commenced
- 9.10. erect any dwelling house, domestic outbuilding, garage or shed that is not connected to a stormwater disposal system (including a rain water tank) which is approved by us.

#### **Carport/Sheds**

- 9.11. erect or cause to be erected unless otherwise approved by us on the land any dwelling house which does not provide accommodation for at least one vehicle either in the form of one carport under the main roof or the dwelling house or other suitable free standing vehicle accommodation having a roof line similar in style and of the same roofing materials as that of the dwelling house
- 9.12. erect or cause to be erected any shed, garden shed or outbuilding which shall be other than a maximum height of 2.4 m with a ridge height of 3.0m
- 9.13. erect or cause to be erected any shed or outbuilding closer than 1.0 m from any boundary
- 9.14. erect or cause to be erected any shed or outbuilding closer than 10 m of any road or reserve without an elevation made of similar non-reflective material to the dwelling and will use either roller or lift type doors
- 9.15. erect or cause to be erected any shed or outbuilding except that the same shall be constructed with "Wilderness" coloured material and be of powder coated cladding. The said buildings shall not be painted
- 9.16. erect or cause to be erected any shed or outbuilding greater in area than 10 m<sup>2</sup> without first obtaining prior written approval from both the relevant council and us

#### **Fencing**

- 9.17. erect or cause to be erected any fence forward of the building alignment or on the front alignment of the land (unless the land is a corner allotment and has two front alignments in which case you may erect a fence along one of the front alignments for the purpose of enclosing a ground at the rear of the land provided that such fence does not extend within 8m of the front alignment provided that with our prior written consent, you may erect a decorative fence of not more than 0.9 m in height (made of new, non-reflective materials) at such place or places and of such design as we may from time to time determine
- 9.18. erect or cause to be erected any fence on the land to be less than 1800 mm in height and all fencing shall be good neighbour modular style and shall be the colour "Wilderness" on both sides.

### **Commencement of construction of a dwelling**

10. If the land form any of Allotments numbered 1-6, 72, 78-106, 129-132, 145-163, 179-182, 221-229, 231-237, 268-271, 278, 298-309 and 358-375 inclusive in the Development Zone, then you must substantially commence construction of a dwelling house on the land within twelve (12) months of the date of this Encumbrance unless we have, by written notice, allowed an extension of time in which to substantially commence construction of a dwelling house.
11. If you do not substantially commence construction of a dwelling house within the time allowed for in clause 10 above, then you must sell the land and clauses 16, 17 and 18 of this Encumbrance will apply.
12. In this clause, "substantially commence" means the pouring of a concrete footing or foundation for the construction of a dwelling house on the land.

### **Siting of Dwellings**

13. If the land forms any of Allotments numbered 72, 78-106, 179-182, 221-229, 231-237, 268 -271, 278, 298 - 309 and 358-375 inclusive in the Development Zone, then you must site any dwelling house to be constructed on the land in accordance with the building envelope plan provided to you by us or our selling agent.
14. We will ensure that any building envelope plan, if required will be provided to you prior to the commencement of this encumbrance.

### **Landscaping**

15. If the land form any of Allotments numbered 1-6, 72, 78-106, 129-132, 145-163, 179-182, 221- 229, 231-237, 268-271, 278, 298-309 and 358-375 inclusive in the Development Zone, then you shall within three (3) months, or if the land forms part of the balance of the Allotments in the Development Zone, then you shall within six (6) months of the completion of a dwelling house on the land, landscape the area between the front alignment of the dwelling house and the kerb alignment or pedestrian walkway fronting or bounding the land, and in the case of a corner allotment shall also landscape the area between the side alignment of the dwelling house and the kerb alignment or pedestrian walkway. You shall at all times thereafter maintain, keep tidy and care for the said landscaping.

### **Parking of Vehicles**

16. You must not cause or allow:
  - 16.1 parking of motor vehicles on other than the driveway on the land
  - 16.2 the storage of boats, caravans and/or trailers forward of the front alignment of the dwelling house
  - 16.3 commercial vehicles to be parked or left unattended on the land or otherwise than in a position where the same are not visible from the road frontage to the land. For the purposes of this clause, "commercial vehicles" includes any vehicle between 1 and 3 tonne tare in weight intended or designed to carry goods, equipment or passengers in commercial quantities
  - 16.4 any vehicle greater than 3 tonne tare weight to be parked or left unattended on the land.

### **Power of sale of the land**

17. Notwithstanding s.136 of the Real Property Act, you agree that we may, if we exercise our power of sale, require the purchaser of the land to accept the sale of the land subject to an encumbrance in the same terms as this encumbrance.

### **Your obligations on transferring the land**

18. You must not sell or transfer the land except subject to this encumbrance.
19. If we require it, you must cause the prospective purchaser to execute in our favour an encumbrance substantially in the same form as this encumbrance. You must also cause that encumbrance to be registered immediately after the transfer of the land to the purchaser, and before any other interest in the land is created.
20. If you cease to be a registered proprietor of the land, you must tell us the name and address of any new proprietor. Once you do so, you will no longer be liable to pay us the rent charge. The covenants in this encumbrance only bind the registered proprietor of the land for the time being.

### **Waiver and assignment**

21. We may, in our absolute discretion, waive compliance with any development guidelines, or with any of the requirements of this encumbrance.
22. We may modify waive or release any of the covenants in this encumbrance. A party's action, or lack of it, on any disobedience of this encumbrance by the other does not:
  - 22.1 affect the party's rights if the other repeats or continues the disobedience; or
  - 22.2 disobeys this encumbrance in another way.
23. No waiver is effective unless in writing signed by our authorised officer.

### **Assignment by us**

24. We may transfer or assign our rights under this encumbrance.

### **Severance of invalid clauses**

25. If any clause of this encumbrance is void or unenforceable then it must be read down so that it is not void or unenforceable.
26. If it cannot be read down, it must be severed (that is, treated as if cut out).
27. The rest of this encumbrance is not affected if any clauses are read down or severed.

### **Payment of costs**

28. The costs incidental to the preparation of this encumbrance, and the stamp duty and registration fee on it, must be paid by you.

You must also pay us any costs we incur as a result of any breach of this encumbrance by you or your employees, agents contractors or invitees.

### **How notices may be given**

- 29 All notices (including approvals or demands)
  - 29.1 must be in writing
  - 29.2 must be given to the other party
  - 29.3 can be given in person
  - 29.4 can be left at the other party's address on page 1, or at the other party's last known address
  - 29.5 can be sent there by post, but they must be correctly addressed and posted
  - 29.6 can be given to you by being left at, or sent by post to, the land
  - 29.7 are, if posted, treated as given the next business day after posting
  - 29.8 may, if the party has a facsimile number, be sent by facsimile transmission to that facsimile number. In that case, the notice is treated as having been given when the sender's facsimile machine confirms that the transmission has been successfully completed
  - 29.9 may be signed by a party, or any person that party authorises to sign it.

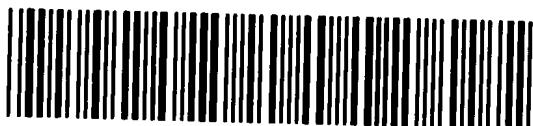
### **Sunset Clause**

30. Our rights and obligations will cease one (1) year after we cease to be the registered proprietor of any allotment created in the Development Zone.
31. For the avoidance of doubt it is expressly stated that the rights and obligations of the owners of any land in the Development Zone arising under the building scheme created by this encumbrance will continue despite the provisions of clause 30.



LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA

Orig. AG 10235663



14:09 31-May-2005

1 of 1

Fees: \$0.00

Series No.	Prefix

FORM APPROVED BY THE REGISTRAR-GENERAL

**BELOW THIS LINE FOR AGENT USE ONLY**

CERTIFIED CORRECT FOR THE PURPOSES  
OF THE REAL PROPERTY ACT 1886

*G. Manos*  
Solicitor/Registered Conveyancer/Applicant

*G. Manos*

Lodged by: *G. Manos* MANOS & ASSOCIATES AGENT CODE MAP7P

Correction to: *MANOS & ASSOCIATES*

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

1. CT 5698/122
2. " 5698/123
3. " 5824/270
4. " 5824/271
5. " 5882/633

Assessor

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

1. ....
2. ....
3. ....

Lands Titl 12:33 03/06/05 192101  
REGISTRATION FEE \$98.00  
Lands Titl 12:33 03/06/05 192101  
POST \$6.60

CORRECTION	PASSED
------------	--------

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

ITEM(S)	AGENT CODE
CT's (All)	MAP7P

REGISTERED

- 8 JUN 2005

*G. Manos*



REGISTRAR-GENERAL

Insert type of document

here..... Application to Note Land Management Agreement

TO: THE REGISTRAR GENERAL

CITY OF ONKAPARINGA of 1 Ramsey Place Noarlunga Centre SA 5168 pursuant to the provisions of Section 57(8) of the Development Act 1993 HEREBY APPLIES FOR THE REGISTRATION of the attached Land Management Agreement pursuant to the provisions of Section 57 of the said Act which Land Management Agreement is dated the 27 day of May 2005 and made between the CITY OF ONKAPARINGA of the first part and ABMC HOLDINGS PTY LTD ACN 106 564 729 of 29 Dequetteville Tce Kent Town SA 5067 and KLINKEM PTY LTD ACN 083 654 684 of 12 Waikiki Ct West Lakes SA 5021 collectively of the second part and which Agreement binds the land comprised in the Certificates of Title Volume 5698 Folio 122 and 123, Certificate of Title Volume 5630 Folio 153 and Certificate of Title Volume 5849 Folio 722. 633 gg 5822 5824 Folios 270+271. gg

The Agreement relates to the development of the land for the purposes of Section 57 of the said Act.

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

..... assfia Mayor

..... assfia Chief Executive Officer



EXECUTED by ABMC  
PTY LTD ACN 106 564 729  
 in accordance with the Corporations Law )

..... m. boyle Director

..... j. carl Director/Secretary

EXECUTED by KLINKEM  
PTY LTD ACN 083 654 684  
 in accordance with the Corporations Law )

..... b. rowe Director

..... k. rowe Director/Secretary

THIS LAND MANAGEMENT AGREEMENT is made on the 27 day of *May* 2005

**BETWEEN:**

**ABMC HOLDINGS PTY LTD ACN 106 564 729**  
of 29 Dequetteville Tce Kent Town SA 5067,

- and -

COMMISSIONER OF STATE TAXATION

**KLINKEM PTY LTD ACN 083 654 684**  
of 12 Waikiki Ct West Lakes SA 5021  
(both hereinafter with their successors, administrators and assigns as the case may be referred to as 5016, i  
(collectively the Owner)

S.A. STAMP DUTY PAID \$10.00  
ORIGINAL with 0 copies  
DEED

**AND**

**CITY OF ONKAPARINGA**  
of 1 Ramsey Place Noarlunga Centre SA 5168  
(the Council)

**RECITALS**

- A. The Owner made application to the City of Onkaparinga (the Council) under the Development Act 1993 (the Act) to divide certain land situate at Aldinga Beach Road Aldinga Beach together with the construction of associated roads and the establishment of various reserves being DA 145/D653/2003 (the application).
- B. The Council is the planning authority pursuant to the Development Act in respect of the application.
- C. As part of the application the Owner indicated that it was prepared to enter into a Land Management Agreement with the Council regarding certain matters and features of the application.
- D. By Decision Notification Form dated 15 June 2004 the Council issued Provisional Development Plan Consent and Land Division Consent subject to a total of 47 Conditions to divide the land contained in Certificates of Title Volume 5698 Folio 122 and 123, Certificate of Title Volume 5630 Folio 153 and Certificate of Title Volume 5849 Folio 772 by creating 516 additional allotments (4 lots into 521 lots) (the Consent).
- E. By Development Application DA 145/1012/05 application was made to vary the consent and by Decision Notification Form dated 4 May 2005 the Council granted consent to the variation application and thus varied the Consent.
- F. Condition 1 of the Land Division Consent contemplated a Land Management Agreement being entered between the Owner and the Council.

G. The parties have agreed to enter into this Agreement to deal with the

1. height of future dwellings to be established on Lots 1 – 6 (inclusive), 87, 88, 129 – 132 (inclusive), 145, 146, and 155 – 163 (inclusive) on the attached plan, and
2. Stormwater harvesting techniques being established in respect of each of the allotments in accordance with details submitted to the Council, and
3. treatment and disposal of stormwater associated with the land.

H. The parties further agree that the terms and conditions that follow are in addition to any conditions imposed by the Council in respect of the Consent.

## **OPERATIVE PART**

The Council and the Owner agree as follows:

### **1. INTERPRETATION**

#### **1.1. Definitions**

In this document unless the context otherwise requires:

"the Owner" means the person(s) and/or company(ies) from time to time being registered or entitled to be registered as the proprietor(s) of an estate in fee simple in that portion of the land identified in the plan attached hereto being the land in Certificates of Title Volume 5698 Folio 122 and 123 being Lots 1 & 2 Aldinga Beach Rd Aldinga Beach, Certificate of Title Volume 5630 Folio 153 being Lots 2 & 3 DP 55568 and Certificate of Title Volume 5849 Folio 772 being Lot 301 at/near Aldinga Beach Road Aldinga Beach.

"the Council" means the of the City of Onkaparinga and its successors.

"Application" or "Land Division application" means DA 145/D653/2003 and DA 145/1012/05 as the case may be or the context permits or suits

#### **1.2. Construction**

In this document, unless the context otherwise requires:

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

- one or more of them; and
- (iv) a right includes a remedy, authority or power.

- (e) any reference to a numbered allotment/lot is a reference to that allotment/lot on the attached plan which numbers may not represent the correct allotment/lot number assigned to those allotments in the Lands Title Office.

### 1.3. Headings

Headings shall be ignored in construing this document.

## 2. LAND and DWELLINGS HAVING A FRONTAGE TO ALDINGA BEACH ROAD

The Owner agrees that in respect of any of the proposed allotments having a frontage to Aldinga Beach Road identified on the attached plan as allotments 1 – 6 (inclusive), 87, 88, 129 – 132 (inclusive), 145, 146, and 155 – 163 (inclusive) any dwelling constructed thereon shall not be more than 1 storey and shall not in any event be more than 5.5 metres high above natural ground level measured to the highest point of the dwelling including the highest point of the roof (excluding any chimney or like structure).

## 3. STORMWATER HARVESTING TECHNIQUES

The Owner and the Council agree that it is desirable to conserve water and to use water in an appropriate and environmentally friendly and economic manner. The Owner submitted to the Council a particular technique for the harvesting of stormwater within the proposed allotments to be created as part of the application. Accordingly it has been agreed that the Owner shall establish water harvesting techniques in association with each of the allotments in the form as appears in the attached document prepared by Structural Civil Australia or some other similar water harvesting techniques as may be approved by the Council. Such technique will enable stormwater to be collected on each of the residential allotments and to then be used to provide water for any toilets to be established within any dwellings and also for the water to be used for watering any gardens/open space areas of any dwellings to be established on the allotments.

## 4. ALTERNATIVE STORMWATER TECHNIQUES

The original application as submitted to the Council involved a stormwater disposal system using specially designed and constructed swales within road reserves which would then drain into proposed lot (reserve) 800 where a specially designed stormwater disposal system known as a slow release infiltration system was to be constructed. This would have enabled stormwater to be collected and held underground in a tank with the water then slowly released and returned to the aquifer through infiltration.

Subsequently nearby land owned by SA Water being the land in Certificate of Title Volume 5418 Folio 508 has become available which can be used for the treatment and disposal of stormwater from the land (and other nearby land). Council expects that care and control in respect of that land will vest in the Council in the immediate future (the Council wetland land).

Council has agreed with the Owner that the Council wetland land can be used for the treatment and disposal of stormwater associated with the land on the basis that the Owner will make a financial contribution to establish a wetland etc on the Council wetland land. However such works on the Council wetland land are unlikely to take place prior to development of (all of) the

allotments proposed to be created as part of the Consent.

The Owner proposes to develop the land in 10 stages. Council has received engineering advice regarding stormwater discharge associated with the land if it is fully developed for residential purposes in accordance with the Consent. The engineering advice is that stormwater associated with the development of Stages 1- 8 inclusive as marked on the plan can be treated and disposed of on the land without the need to utilise the wetland on the Council wetland land nor any swales or infiltration system.

The Owner and the Council have agreed that the Owner can proceed to develop stages 1 – 8 inclusive without the infiltration system and the swales as long as it implements appropriate stormwater disposal techniques on the land as per the advice in a letter from Connell Wagner dated 14 March 2005 received by the Council (which generally involves the use of the area of lot (reserve) 800 and the area of stages 9 & 10).

The parties have further agreed that if the wetland on the Council wetland land has not been established or for whatever reason stormwater associated with the land can not be disposed of into/onto the Council wetland land at the time when the Owner wishes to proceed with the creation of the allotments in stages 9 & 10, the Owner must establish an appropriate infiltration system generally as approved in association with Development Application 145/D653/2003 (or as may be required by Council to be varied to account for changed stormwater inputs) in and under lot (reserve) 800 to treat with and dispose of all of the stormwater associated with all of the land, at no cost to the Council.

## **5. ADDITIONAL REQUIREMENTS**

The requirements of this Agreement are at all times to be construed as additional to the requirements of the Act and any other legislation affecting development of the land and in particular are in addition to the conditions attached to the Consent and in respect of any future Development Application to establish dwellings or other development on the allotments.

## **6. OPERATION OF THIS DEED**

The parties expressly agree and declare that the provisions of this Deed will not be binding or impose any obligation upon them unless or until the date the Registrar-General deposits the plan of division in the Land Titles Registration Office pursuant to the provisions of the Real Property Act.

## **7. RESCISSION**

In the event that:

- 7.1 any development authorisation obtained for the application lapses or expires by virtue of the provisions of the Act without being implemented by the Owner; or
- 7.2 the Registrar-General does not deposit the plan of division in the Lands Titles Registration Office or any minor variation thereof

the Council agrees to rescind this Deed at the request of the Owner and the reasonable costs of and incidental to the preparation, stamping and registration of the Deed of Rescission shall be borne by the Owner.

## **8. RIGHT OF INSPECTION**

## **8. RIGHT OF INSPECTION**

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

- 8.1. inspecting the land and any building on the land
- 8.2. exercising any other powers of the Council under this Agreement.

## **9. NOTICE TO REMEDY**

If the Owner is in breach of this Agreement the Council must by notice in writing served on the Owner require the Owner to remedy the breach (including the reinstatement of the land) within such time nominated by the Council in the notice (being not less than 10 business days of the date of the service of the notice) and if the Owner fails to remedy the breach, the Council or its servants or agents may carry out the requirements of the notice and in so doing perform any necessary works upon the land and recover any costs thereby incurred from the Owner as a debt due and owing to the Council.

## **10. RIGHT TO REMOVE**

If in a notice referred to in the preceding paragraph the Council requires removal of anything from the land which may include but shall not be limited to a building or material of any kind the Council and its servants or agents are hereby authorised and empowered by the Owner to remove the said thing or things from the land (provided that the said thing or things have not previously been approved by the Council) and dispose of it or them in any manner determined by the Council PROVIDED THAT if the said thing or things shall have any monetary value then the Council shall use its best endeavours to realise that monetary value and shall after the disposal account to the Owner and pay to it the realised value less all expenses reasonably incurred by the Council in such removal and disposal.

## **11. DELEGATION**

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

## **12. GIVING OF NOTICE**

A notice shall for the purpose of this Agreement be properly served on the Owner if it is:-

- 12.1 posted to the Owner's last address known to the Council in which event it will be deemed to have been received on the day after posting,
- 12.2 affixed to a prominent position on the land.

## **13. REGISTRATION AND COSTS**

- 13.1 The Council requests that this Agreement be registered on the land comprised in Certificates of Titles Volume 5698 Folio 122 and 123, Certificate of Title Volume 5630 Folio 153 and Certificate of Title Volume 5849 Folio 772
- 13.2 The parties acknowledge that the Owner has agreed to bear the costs of such registration and associated costs including the costs of preparation of this Agreement.
- 13.3 Each party hereto shall do all things necessary to ensure that this Agreement is registered and a memorial thereof is entered on the said Certificate of Title pursuant to the provisions of Section 57 of the Act.

## 14. ENTIRE AGREEMENT VARIATION and WAIVER

- 14.1 This Agreement contains the whole of the agreement between the Owner and the Council in respect of the subject matter hereof namely the form and height of any dwellings to be established on the said allotments and the treatment and disposal of stormwater both within the proposed allotments and within or off the land generally. Any variation to the Agreement shall be in writing and attested to by the parties in writing.
- 14.2 The Council and the Owner acknowledge that the Recitals are true and accurate and agree that they form part of this Agreement.
- 14.3 This Deed may not be varied except by a supplementary Deed signed by the Council and the Owner.
- 14.4 The Council may waive compliance by the Owner with the whole or any part of the obligations of the Owner herein contained provided that no such waiver shall be effective unless expressed in writing and signed by the Council.

## 15. SEVERANCE

- 15.1 If a provision of this Agreement is void or voidable or unenforceable but would not be void or voidable or unenforceable if it were read down and is capable of being read down it shall be read down accordingly.
- 15.2 If notwithstanding sub-clause 1 hereof, a provision of this Agreement is still void or voidable or unenforceable:-
  - (i) if the provision would not be void or voidable or unenforceable as aforesaid if a word or words were omitted therefrom, that word or those words (as the case may be) are hereby severed;
  - (ii) if necessary, the whole provision is hereby severed; and

the remainder of this Agreement has full force and effect.

**EXECUTED** unconditionally by the parties as an Agreement pursuant to the provisions of Section 57 of the Development Act 1993.

THE COMMON SEAL  
of the **CITY OF ONKAPARINGA**  
was hereunto affixed in the presence of:

.....  
.....  
.....

)  
)  
)

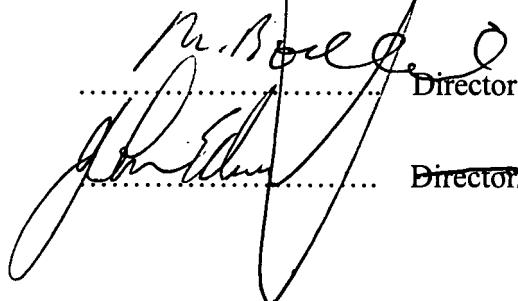
Mayor

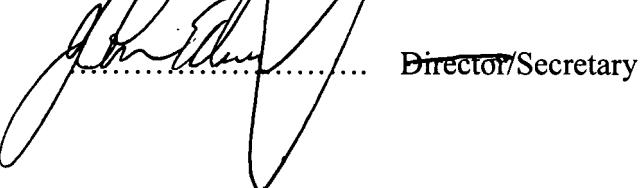


Chief Executive Officer

EXECUTED by **ABMC**  
**PTY LTD ACN 106 564 729**  
in accordance with the Corporations Law

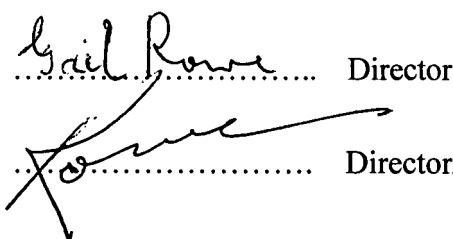
)  
)  
)

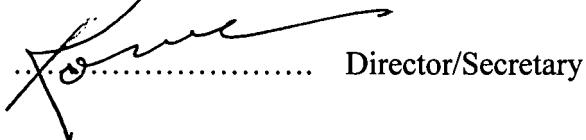
  
..... Director

  
..... Director/Secretary

EXECUTED by **KLINKEM**  
**PTY LTD ACN 083 654 684**  
in accordance with the Corporations Law

)  
)  
)

  
..... Director

  
..... Director/Secretary

(OnkaBayswoodLMA)



14 March 2005

Mr Stephen Fines-Phillips  
Design Team Leader  
City of Onkaparinga  
PO Box 1  
NOARLUNGA CENTRE SA 5168

Dear Stephen

**BAYSWOOD ESTATE ALDINGA – DEVELOPMENT NO 145/0653/03  
REVISED STORMWATER STRATEGY**

Following our meeting on 3 March 2005, we have investigated the stormwater strategy to re-engineer Stages 3 to 8 of the project. We understand that a fail safe stormwater strategy needs to be in place in the event the implementation of the wetland in Moss land is delayed.

The following sets out the stormwater strategy:

- The dirty stormwater from the roadways in Stages 3 to 8 will be filtered using proprietary gross pollutant trap (GPT). The GPT will be located in the central reserve near the southern boundary. This will ensure gross pollutants from the development are filtered prior to discharge into the wetland.
- If the Moss wetland is not in place prior to commencement of Stage 9, a temporary detention basin will be required to attenuate discharge from the developed area. The temporary detention basin will be located in the southern portion of the central reserve. Temporary earth bunding will be used to form the detention basin.
- The allotment stormwater harvesting and reuse requirements eg with provision of rainwater tank, soakage trenches and contaminant of stormwater runoff to pre-development levels etc, for Stages 3 to 8 will remain unchanged as per the original Council Development Conditions of Approval.
- Stages 9 to 10 – The final draft Land Management Agreement proposal for the allotment as set out in the original Council Development Conditions will remain unchanged.

The proposed stormwater strategy is depicted on the attached sketch plan.

We trust the above meets your requirements for approval. Please contact the undersigned if you have any queries.

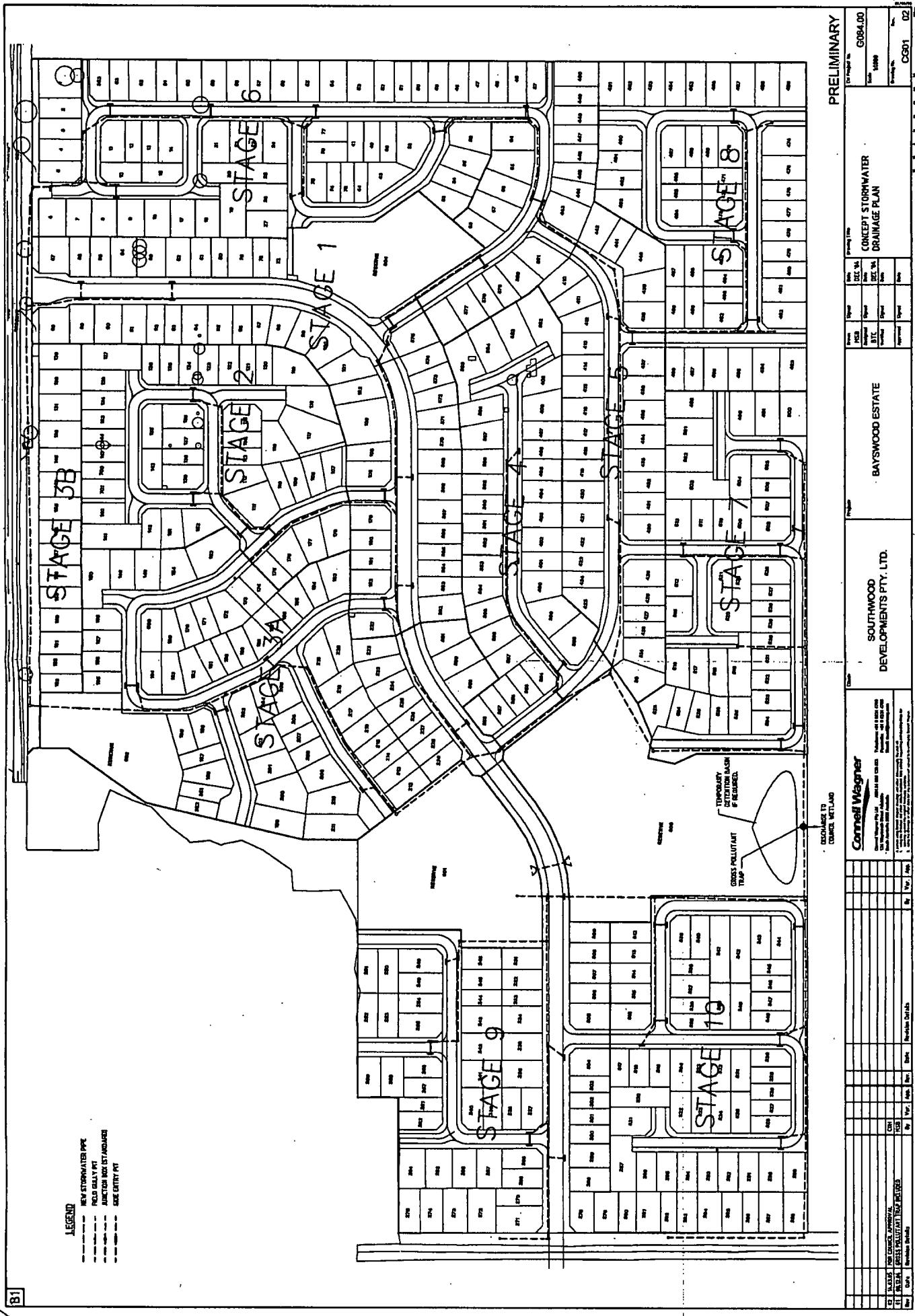
Yours faithfully



Boon Chua  
Project Engineer

Encl

cc: Simon Cross – Gemtree Property Pty Ltd  
Scott Searle – City of Onkaparinga



T: (08) 8384 0666  
E: [mail@onkaparinga.sa.gov.au](mailto:mail@onkaparinga.sa.gov.au)

---

#### For your information:

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

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

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

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

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

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

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

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

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

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

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

Electronic settlement of funds is still preferred.

## LOCAL GOVERNMENT RATES SEARCH

**TO:** Searchlight Technology  
 PO Box 232  
 RUNDLE MALL SA 5000

05 December 2025

**DETAILS OF PROPERTY REFERRED TO:**

Property ID : 64990  
 Valuer General No : 1317134407  
 Valuation : \$630,000.00  
 Owner : Ms Rachel Lauren Hefford & Mr Zackory Frederick Wilson  
 Property Address : 8 Jade Loop ALDINGA BEACH SA 5173  
 Volume/Folio : CT-5950/73  
 Lot/Plan No : Allotment 109 DP 68681  
 Ward : 01 South Coast Ward

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

Opening balance (as of 30 Jun 2025) including rates, fines and interest, 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:**

<b>Total Rates Levied 2025-2026</b>	<b>\$1,866.18</b>
-------------------------------------	-------------------

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	-\$932.18
----------------------------------	-----------

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

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

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

Balance - rates and other monies due and payable	\$934.00
--	----------

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

<b>BPAY Biller Code: 421503</b>	<b>TOTAL BALANCE</b>	<b>\$934.00</b>
---------------------------------	----------------------	-----------------

<b>Ref: 1454340649902</b>
---------------------------

**AUTHORISED OFFICER**  
 Kate Vonow

This statement is made the 05 December 2025

Telephone (08) 8384 0666

**Certificate No: S76938/2025**

### **IMPORTANT INFORMATION REGARDING SEARCHES**

---

Searchlight Technology  
PO Box 232  
RUNDLE MALL SA 5000

#### **Attention Conveyancers**

- **Section 187 certificate update request free of charge (One Update):**
  - Penalties and interest, property charges, payments or dishonoured payments can impact account balances on a daily basis.

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

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

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

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

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

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

Yours sincerely

**City Of Onkaparinga**

Telephone (08) 8384 0666

**Certificate No: S76938/2025**

**Property Information And Particulars**

In response to an enquiry pursuant to Section 7 of the

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

---

**TO:** Searchlight Technology  
PO Box 232  
RUNDLE MALL SA 5000

**DETAILS OF PROPERTY REFERRED TO:**

ASSESSMENT NO	:	98647
VALUER GENERAL NO	:	1317134407
VALUATION	:	\$630,000.00
OWNER	:	Ms Rachel Lauren Hefford & Mr Zackory Frederick Wilson
PROPERTY ADDRESS	:	8 Jade Loop ALDINGA BEACH SA 5173
VOLUME/FOLIO	:	CT-5950/73
LOT/PLAN NUMBER	:	Allotment 109 DP 68681
WARD	:	01 South Coast Ward

---

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

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

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

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

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

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

## INFORMATION NOTE

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

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

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

##### *Section 42*

Condition (that continues to apply) of a development authorisation

YES

Application Number	145/2447/2009
Description	Detached single storey dwelling with garage
Decision	Approved
Decision Date	13 August 2009

#### **Building Rules Consent Conditions**

1. All development shall be completed in accordance with the plan(s) and documents submitted with and forming part of the Development Application except where varied by condition(s).
2. Where a rainwater tank is supported on a stand or other structure, the supporting structure must comply with BCA clause 3.11.2.

#### **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**

##### **Airport Building Heights (Aircraft Landing Area)**

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

##### **Affordable Housing**

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

#### **Building Near Airfields**

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

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

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

#### **Native Vegetation**

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

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

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

#### **Prescribed Wells Area**

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

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

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

#### **Stormwater Management**

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

#### **Signif Retirement Facility Supported Accom Sites**

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

#### **Urban Tree Canopy**

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

Is the land situated in a designated State Heritage Place/Area?

NO

Is the land designated as a Local Heritage Place?

NO

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

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

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

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

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

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

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

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

#### **Section 127**

Condition (that continues to apply) of a development authorisation

NO

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

### Development Act 1993 (repealed)

#### *Section 50(1)*

Requirement to vest land in council to be held as open space

NO

#### *Section 50(2)*

Agreement to vest land in council to be held as open space

NO

#### *Section 55*

Order to remove or perform work

NO

#### *Section 56*

Notice to complete development

NO

#### *Section 57*

Land management agreement

YES

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

10235663 AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2)

#### *Section 69*

Emergency order

NO

#### *Section 71 (only)*

Fire safety notice

NO

#### *Section 84*

Enforcement notice

NO

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

Enforcement Order

NO

#### *Part 11 Division 2*

Proceedings

NO

## Fire and Emergency Services Act 2005

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

Notice

NO

### *Section 56 (repealed)*

Notice issued

NO

## Food Act 2001

### *Section 44*

Improvement notice issued against the land

NO

### *Section 46*

Prohibition order

NO

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

### *Section 23*

Declaration that house is undesirable or unfit for human habitation

NO

## **Land Acquisition Act 1969**

### *Section 10*

Notice of intention to acquire

NO

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

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

NO

## **Local Government Act 1999**

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

NO

Refer to separate attachment for Rates and Charges

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

### *Section 30*

Nuisance or litter abatement notice issued against the land

NO

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

### *Section 139*

Notice of proposed work and notice may require access

NO

### *Section 140*

Notice requesting access

NO

### *Section 141*

Order to remove or perform work

NO

### *Section 142*

Notice to complete development

NO

### *Section 155*

Emergency order

NO

### *Section 157*

Fire safety notice

NO

### *Section 192 or 193*

Land Management Agreements

NO

### *Section 198(1)*

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

NO

### *Section 198(2)*

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

NO

*Part 16 - Division 1*  
Proceedings NO

*Section 213*  
Enforcement notice NO

*Section 214(6), 214(10) or 222*  
Enforcement order NO

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

*Part 3*  
Notice NO

*Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) revoked*  
Part 2 – Condition (that continues to apply) of an approval NO

*Public and Environmental Health (Waste Control) Regulations 2010 revoked*  
Regulation 19 - Maintenance order (that has not been complied with) NO

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

*Section 92*  
Notice NO

*South Australian Public Health (Wastewater) Regulations 2013*  
Part 4 – Condition (that continues to apply) of an approval NO

**Particulars of building indemnity insurance**  
Details of Building Indemnity Insurance still in existence for building work on the land NO

## **Particulars relating to environment protection**

*Further information held by council*  
Does the council hold details of any development approvals relating to: NO  
(a) commercial or industrial activity at the land; or  
(b) a change in the use of the land or part of the land (within the meaning of the *Development Act 1993*) or the *Planning, Development and Infrastructure Act 2016*?

### **Note –**

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

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

It should be noted that –

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

## General

### *Easement*

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).

NO

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 05 December 2025

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



# 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: 2737211

DALE WOOD  
POST OFFICE BOX 400  
MORPHETT VALE SA 5162

**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																					
18025994	R HEFFORD & Z WILSON																					
<b>PROPERTY DESCRIPTION</b>																						
8 JADE LOOP / ALDINGA BEACH SA 5173 / LT 109 D68681																						
ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR																		
1317134407	CT 5950/73	\$630,000.00	R4 1.000	RE 0.400																		
<b>LEVY DETAILS:</b>																						
<table> <tr> <td><b>FIXED CHARGE</b></td> <td>\$</td> <td>50.00</td> </tr> <tr> <td><b>+ VARIABLE CHARGE</b></td> <td>\$</td> <td>213.15</td> </tr> <tr> <td><b>- REMISSION</b></td> <td>\$</td> <td>128.25</td> </tr> <tr> <td><b>- CONCESSION</b></td> <td>\$</td> <td>0.00</td> </tr> <tr> <td><b>+ ARREARS / - PAYMENTS</b></td> <td>\$</td> <td>-134.90</td> </tr> <tr> <td><b>= AMOUNT PAYABLE</b></td> <td>\$</td> <td>0.00</td> </tr> </table>					<b>FIXED CHARGE</b>	\$	50.00	<b>+ VARIABLE CHARGE</b>	\$	213.15	<b>- REMISSION</b>	\$	128.25	<b>- CONCESSION</b>	\$	0.00	<b>+ ARREARS / - PAYMENTS</b>	\$	-134.90	<b>= AMOUNT PAYABLE</b>	\$	0.00
<b>FIXED CHARGE</b>	\$	50.00																				
<b>+ VARIABLE CHARGE</b>	\$	213.15																				
<b>- REMISSION</b>	\$	128.25																				
<b>- CONCESSION</b>	\$	0.00																				
<b>+ ARREARS / - PAYMENTS</b>	\$	-134.90																				
<b>= AMOUNT PAYABLE</b>	\$	0.00																				
<b>FINANCIAL YEAR</b>																						
2025-2026																						

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

**EXPIRY DATE** 04/03/2026



**Government of  
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



# CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

**PAYMENT REMITTANCE ADVICE**

**No payment is required on this Certificate**

**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**



Biller Code: 456285

Ref: 7012167610

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account.

More info: [www.bpay.com.au](http://www.bpay.com.au)  
® Registered to BPAY Pty Ltd  
ABN 69 079 137 518



To pay via the internet go to:  
[www.revenuesaonline.sa.gov.au](http://www.revenuesaonline.sa.gov.au)



Send your cheque or money order, made payable to the **Community Emergency Services Fund**, along with this **Payment Remittance Advice** to:

Please refer below.

Revenue SA  
Locked Bag 555  
ADELAIDE SA 5001

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



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: 2737211

DALE WOOD  
POST OFFICE BOX 400  
MORPHETT VALE SA 5162

DATE OF ISSUE

04/12/2025

**ENQUIRIES:**

Tel: (08) 8372 7534

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

**OWNERSHIP NAME**  
R HEFFORD & Z WILSON

**FINANCIAL YEAR**  
2025-2026

**PROPERTY DESCRIPTION**

8 JADE LOOP / ALDINGA BEACH SA 5173 / LT 109 D68681

<b>ASSESSMENT NUMBER</b>	<b>TITLE REF.</b> (A "+" indicates multiple titles)	<b>TAXABLE SITE VALUE</b>	<b>AREA</b>
1317134407	CT 5950/73	\$305,000.00	0.0419 HA

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

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

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

**ON OR BEFORE** 04/03/2026



**Government of  
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Land Tax Act 1936

# CERTIFICATE OF LAND TAX PAYABLE

**PAYMENT REMITTANCE ADVICE**

**No payment is required on this Certificate**

**OFFICIAL: Sensitive**

**Please Note:**

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

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

**PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW**

 Biller Code: 456293 Ref: 7012167529	 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 <b>Commissioner of State Taxation</b> , along with this <b>Payment Remittance Advice</b> to: <b>Please refer below.</b> Revenue SA Locked Bag 555 ADELAIDE SA 5001
Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: <a href="http://www.bpay.com.au">www.bpay.com.au</a> © Registered to BPAY Pty Ltd ABN 69 079 137 518		

**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      L.T.O Reference      Date of issue      Agent No.      Receipt No.  
**13 17134 40 7**      CT595073      5/12/2025      8218      2737211

FORM ONE BY DALE WOOD  
 PO BOX 400  
 MORPHETT VALE SA 5162  
 info@mvconveyancing.com.au

Section 7/Elec

## Certificate of Water and Sewer Charges & Encumbrance Information

### Property details:

**Customer:** R L HEFFORD & Z F WILSON  
**Location:** 8 JADE LOOP ALDINGA BEACH LT 109 D68681  
**Description:** 4HG      **Capital Value:** \$ 630 000  
**Rating:** Residential

### Periodic charges

Raised in current years to 31/12/2025

		\$
	Arrears as at: 30/6/2025	327.98
Water main available:	10/8/2006	164.60
Sewer main available:	10/8/2006	188.00
	Water rates	237.83
	Sewer rates	0.00
	Water use	0.00
	SA Govt concession	0.00
	Recycled Water Use	0.00
	Service Rent	0.00
	Recycled Service Rent	0.00
	Other charges	0.00
	Goods and Services Tax	0.00
	Amount paid	612.42CR
	<b>Balance outstanding</b>	305.99

Degree of concession: 00.00%  
 Recovery action taken: ACCOUNT SENT

**Next quarterly charges:** Water supply: 82.30      Sewer: 94.00      Bill: 11/3/2026

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

The last Water Use Year ended on 28/05/2025.

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



Government of  
South Australia

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

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

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

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

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



**Government of  
South Australia**

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

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

**South Australian Water Corporation**

**Name:**  
R L HEFFORD & Z F WILSON

**Water & Sewer Account**  
Acct. No.: **13 17134 40 7**

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

**Address:**  
8 JADE LOOP ALDINGA BEACH LT 109  
D68681

**Payment Options****EFT****EFT Payment**

Bank account name: SA Water Collection Account  
BSB number: 065000  
Bank account number: 10622859  
Payment reference: 1317134407



**Biller code: 8888**  
**Ref: 1317134407**

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: 1317134407



**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)