

REAL PROPERTY ACT, 1886



South Australia

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



Certificate of Title - Volume 6235 Folio 329

Parent Title(s) CT 6230/869
Creating Dealing(s) RTC 13264027
Title Issued 10/03/2020 **Edition** 4 **Edition Issued** 29/05/2023

Estate Type

FEE SIMPLE

Registered Proprietor

MOHSEN ALIZADEH
OF 10 WARD AVENUE EDEN HILLS SA 5050

Description of Land

ALLOTMENT 43 DEPOSITED PLAN 123450
IN THE AREA NAMED ONKAPARINGA HEIGHTS
HUNDRED OF NOARLUNGA

Easements

NIL

Schedule of Dealings

Dealing Number	Description
12279096	AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2)
13282975	ENCUMBRANCE TO HEPENSTAL PARK DEVELOPMENT PTY. LTD. (ACN: 616 489 528)
13741711	MORTGAGE TO RESIDENTIAL MORTGAGE GROUP PTY. LTD. (ACN: 152 378 133)

Notations

Dealings Affecting Title NIL
Priority Notices NIL
Notations on Plan NIL

Registrar-General's Notes

AREA NAME UPDATED VIDE GOVERNMENT GAZETTE DATED 06/04/2023

Administrative Interests NIL

T: (08) 8384 0666
E: 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.

Electronic settlement of funds is still preferred.

LOCAL GOVERNMENT RATES SEARCH

TO: South Coast & City Conveyancing
PO Box 622
VICTOR HARBOR SA 5211

17 February 2026

DETAILS OF PROPERTY REFERRED TO:

Property ID : 82333
 Valuer General No : 8612599292
 Valuation : \$790,000.00
 Owner : Mr Mohsen Alizadeh
 Property Address : 49 Noble Circuit ONKAPARINGA HEIGHTS SA 5163
 Volume/Folio : CT-6235/329
 Lot/Plan No : Allotment 43 DP 123450
 Ward : 06 Southern Vales Ward

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

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

Postponed Amount in Arrears \$0.00

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

Total Rates Levied 2025-2026 \$2,139.50

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

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

Postponed Interest \$0.00

Less paid current financial year -\$1,069.50

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 \$1,070.00

Property Related Debts \$0.00

BPAY Biller Code: 421503

TOTAL BALANCE

\$1,070.00

Ref: 1477850823339

AUTHORISED OFFICER
Kate Vonow

This statement is made the 17 February 2026

IMPORTANT INFORMATION REGARDING SEARCHES

South Coast & City Conveyancing
PO Box 622
VICTOR HARBOR SA 5211

Attention Conveyancers

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

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

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

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

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

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

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

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

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

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

Yours sincerely

City Of Onkaparinga

Telephone (08) 8384 0666

Property Information And Particulars

In response to an enquiry pursuant to Section 7 of the

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

TO: South Coast & City Conveyancing
PO Box 622
VICTOR HARBOR SA 5211

DETAILS OF PROPERTY REFERRED TO:

ASSESSMENT NO	:	118272
VALUER GENERAL NO	:	8612599292
VALUATION	:	\$790,000.00
OWNER	:	Mr Mohsen Alizadeh
PROPERTY ADDRESS	:	49 Noble Circuit ONKAPARINGA HEIGHTS SA 5163
VOLUME/FOLIO	:	CT-6235/329
LOT/PLAN NUMBER	:	Allotment 43 DP 123450
WARD	:	06 Southern Vales 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	145/406/2020
Description	Single storey dwelling and garage
Decision	Approved
Decision Date	26 March 2020

Development Plan Consent Conditions

1. All development shall be completed and maintained in accordance with the plan(s) and documents submitted with and forming part of the development application except where varied by the following condition(s).
2. During construction and at all times thereafter, stormwater generated from the development shall be diverted away from all buildings, shall not pond against or near the footings and shall not be discharged or flow onto adjoining land. Where drainage is directed to the street water table, this shall be by way of a council approved stormwater drainage system.
3. The dwelling shall not be occupied until all necessary infrastructure has been provided to the site of the dwelling, including but not limited to a formed and sealed road and watertable, water supply and sewerage services, drainage/stormwater disposal and electricity services.
4. A deep soil zone/s shall be established for the retention of existing vegetation or the planting of new deep root vegetation including, with trees planted and maintained in accordance with the following table:

Site Area	Minimum Deep Soil Area	Minimum dimension	Tree Size / Deep Soil Zones
<300m ²	10m ²	1.5 metres	1 small tree / 10m ² deep soil
300 to 1500m ²	7 per cent site area	3 metres	1 medium tree / 30m ² deep soil
>1500m ²	7 per cent site area	6 metres	1 large or medium tree / 60m ² deep soil

Tree size and site area definitions:

Small tree:	Less than 6 metres mature height and less than 4 metres canopy spread
Medium tree:	6 to 12 metres mature height and 4 to 8 metres canopy spread
Large tree:	12 metres mature height and greater than 8 metres canopy spread
Site area:	The total area for development site, not average area per dwelling

5. The tree/s shall be established within 12 months of completion of the dwelling/s. The tree and deep soil zone shall be maintained at all times, kept free of paving, structures and the like and the tree replaced if necessary, to the satisfaction of council.

6. That effective measures be implemented during the construction of the development and on-going use of the land in accordance with this consent to:
- prevent silt run-off from the land to adjoining properties, roads and drains
 - control dust arising from the construction and other activities, so as not to, in the opinion of council, be a nuisance to residents or occupiers on adjacent or nearby land
 - ensure that soil or mud is not transferred onto the adjacent roadways by vehicles leaving the site
 - ensure that all litter and building waste is contained on the subject site in a suitable covered bin or enclosure, and
 - ensure that no sound is emitted from any device, plant or equipment or from any source or activity to become an unreasonable nuisance, in the opinion of council, to the occupiers of adjacent land.

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

Hills Neighbourhood (HN)

Subzones

NO

Zoning overlays

Overlays

Affordable Housing

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

Hazards (Bushfire - General) (General)

The Hazards (Bushfire - General) Overlay seeks to ensure development responds to the general level of bushfire risk by siting and designed buildings to mitigate threat and impact of bushfires on life and property and facilitate access for emergency service vehicles.

Native Vegetation

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

Prescribed Wells Area

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

Regulated and Significant Tree

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

Stormwater Management

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

Urban Tree Canopy

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

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

Is the land designated as a Local Heritage Place? NO

Open the SA Heritage Places Database Search tool to find the locations' Heritage Place Details.
<http://maps.sa.gov.au/heritagesearch/HeritageSearchLocation.aspx>

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

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

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

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

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

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

Section 127

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

Part 2—Items to be included if land affected

Development Act 1993 (repealed)

Section 50(1)

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

Section 50(2)

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

Section 55

Order to remove or perform work NO

Section 56

Notice to complete development NO

Section 57

Land management agreement 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.

12279096 AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2)

Section 69

Emergency order NO

Section 71 (only)

Fire safety notice NO

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

Planning, Development and Infrastructure Act 2016

Section 139

Notice of proposed work and notice may require access NO

Section 140

Notice requesting access NO

Section 141

Order to remove or perform work NO

Section 142

Notice to complete development NO

Section 155

Emergency order NO

Section 157

Fire safety notice NO

Section 192 or 193

Land Management Agreements NO

Section 198(1)

Requirement to vest land in a council or the Crown to be held as open space NO

Section 198(2)

Agreement to vest land in a council or the Crown to be held as open space NO

Part 16 - Division 1

Proceedings NO

Section 213

Enforcement notice NO

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

Enforcement order NO

Public and Environmental Health Act 1987 (repealed)

Part 3

Notice NO

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

Part 2 – Condition (that continues to apply) of an approval NO

Public and Environmental Health (Waste Control) Regulations 2010 revoked

Regulation 19 - Maintenance order (that has not been complied with) NO

South Australian Public Health Act 2011

Section 92

Notice NO

South Australian Public Health (Wastewater) Regulations 2013

Part 4 – Condition (that continues to apply) of an approval NO

Particulars of building indemnity insurance

NO

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

Particulars relating to environment protection

Further information held by council

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

NO

(a) commercial or industrial activity at the land; or

(b) a change in the use of the land or part of the land (within the meaning of the

Development Act 1993) or the *Planning, Development and Infrastructure Act 2016*?

Note –

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

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

It should be noted that –

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

General

Easement

NO

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

Are you aware of any encroachment on the Council easement?

NO

Lease, agreement for lease, tenancy agreement or licence

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

NO

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

Caveat

NO

Other

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

NO

PLEASE NOTE:

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

This statement is made the 17 February 2026

Amy Watts

Senior Development Support Officer

AUTHORISED OFFICER

Property Interest Report

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

Title Reference	CT 6235/329	Reference No. 2751923
Registered Proprietors	M*ALIZADEH	Prepared 03/02/2026 15:39
Address of Property	49 NOBLE CIRCUIT, ONKAPARINGA HEIGHTS, SA 5163	
Local Govt. Authority	CITY OF ONKAPARINGA	
Local Govt. Address	PO BOX 1 NOARLUNGA CENTRE SA 5168	

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

Table of Particulars

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

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

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

1. General

- | | | |
|-----|--|--|
| 1.1 | Mortgage of land
<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title |
| 1.2 | Easement
(whether over the land or annexed to the land)

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

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

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

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

also

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

2. Aboriginal Heritage Act 1988

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

an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

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

- 3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

- 4.1 section 5 - Notice requiring payment

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

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

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

- 5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

- 5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

- 5.6 section 57 - Land management agreement

Refer to the Certificate of Title

- 5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

- 5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

- 5.9 section 71 - Fire safety notice

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

- | | | |
|------|--|---|
| 5.10 | section 84 - Enforcement notice | State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply |
| 5.11 | section 85(6), 85(10) or 106 - Enforcement order | State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply |
| 5.12 | Part 11 Division 2 - Proceedings | Contact the Local Government Authority for other details that might apply

also

Contact the vendor for these details |

6. Repealed Act conditions

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

also

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

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

7. Emergency Services Funding Act 1998

- | | | |
|-----|---------------------------------|---|
| 7.1 | section 16 - Notice to pay levy | An Emergency Services Levy Certificate will be forwarded. If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.

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

8. Environment Protection Act 1993

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

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

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

17. *Land Acquisition Act 1969*

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

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 |
|------|---|---|

20. Local Government Act 1934 (repealed)

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

21. Local Government Act 1999

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

22. Local Nuisance and Litter Control Act 2016

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

23. Metropolitan Adelaide Road Widening Plan Act 1972

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

24. Mining Act 1971

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

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

25. *Native Vegetation Act 1991*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

29.8 section 157 - Fire safety notice

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

also

Contact the Local Government Authority for other details that might apply

29.9 section 192 or 193 - Land management agreement

Refer to the Certificate of Title

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

29.12 Part 16 Division 1 - Proceedings

Contact the Local Government Authority for details relevant to this item

also

Contact the vendor for other details that might apply

29.13 section 213 - Enforcement notice

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

also

Contact the Local Government Authority for other details that might apply

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

Contact the Local Government Authority for details relevant to this item

also

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

30. *Plant Health Act 2009*

30.1 section 8 or 9 - Notice or order concerning pests

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

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

31.1 Part 3 - Notice

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

32. *South Australian Public Health Act 2011*

- 32.1 section 66 - Direction or requirement to avert spread of disease Public Health in DHW has no record of any direction or requirement affecting this title
- 32.2 section 92 - Notice Public Health in DHW has no record of any notice affecting this title
also
Contact the Local Government Authority for other details that might apply
- 32.3 *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 <i>Livestock Act, 1997</i> | Animal Health in PIRSA has no record of any notice or order affecting this title |

Additional Information

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

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

Notices

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

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

Building restrictions

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

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

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

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

Statutory easements

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

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

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

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

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

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

Land Tax Act 1936 and Regulations thereunder

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

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

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

Information should be obtained from:

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

Landscape South Australia 2019

Water Resources Management - Taking of underground water

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

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

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

Certificate of Title

Title Reference: CT 6235/329
Status: CURRENT
Edition: 4

Dealings

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

Priority Notices

NIL

Registrar-General's Notes

AREA NAME UPDATED VIDE GOVERNMENT GAZETTE DATED 06/04/2023

Certificate of Title

Title Reference: CT 6235/329
Status: CURRENT
Parent Title(s): CT 6230/869
Dealing(s) Creating Title: RTC 13264027
Title Issued: 10/03/2020
Edition: 4

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
11/03/2022	17/03/2022	13741711	MORTGAGE	REGISTERED	RESIDENTIAL MORTGAGE GROUP PTY. LTD. (ACN: 152 378 133)
11/03/2022	17/03/2022	13741710	DISCHARGE OF MORTGAGE	REGISTERED	13282976
03/04/2020	01/06/2020	13282976	MORTGAGE	REGISTERED	COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)
03/04/2020	01/06/2020	13282975	ENCUMBRANCE	REGISTERED	HEPENSTAL PARK DEVELOPMENT PTY. LTD. (ACN: 616 489 528)
03/04/2020	01/06/2020	13282974	TRANSFER	REGISTERED	MOHSEN ALIZADEH
03/04/2020	01/06/2020	13282973	DISCHARGE OF MORTGAGE	REGISTERED	13192727
22/10/2019	25/10/2019	13192727	MORTGAGE	REGISTERED	COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)
17/02/2015	03/03/2015	12279096	AGREEMENT	REGISTERED	CITY OF ONKAPARINGA

Certificate of Title

Title Reference CT 6235/329
Status CURRENT
Easement NO
Owner Number 18437104
Address for Notices 49 NOBLE CCT HACKHAM, SA 5163
Area 495m² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

MOHSEN ALIZADEH
OF 10 WARD AVENUE EDEN HILLS SA 5050

Description of Land

ALLOTMENT 43 DEPOSITED PLAN 123450
IN THE AREA NAMED ONKAPARINGA HEIGHTS
HUNDRED OF NOARLUNGA

Last Sale Details

Dealing Reference TRANSFER (T) 13282974
Dealing Date 02/04/2020
Sale Price \$205,000
Sale Type FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
AGREEMENT	12279096	CITY OF ONKAPARINGA
ENCUMBRANCE	13282975	HEPENSTAL PARK DEVELOPMENT PTY. LTD. (ACN: 616 489 528)
MORTGAGE	13741711	RESIDENTIAL MORTGAGE GROUP PTY. LTD. (ACN: 152 378 133)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
8612599292	CURRENT	49 NOBLE CIRCUIT, ONKAPARINGA HEIGHTS, SA 5163

Notations

Dealings Affecting Title

NIL

Notations on Plan

NIL

Registrar-General's Notes

AREA NAME UPDATED VIDE GOVERNMENT GAZETTE DATED 06/04/2023

Administrative Interests

NIL

Valuation Record

Valuation Number	8612599292
Type	Site & Capital Value
Date of Valuation	01/01/2025
Status	CURRENT
Operative From	01/07/2020
Property Location	49 NOBLE CIRCUIT, ONKAPARINGA HEIGHTS, SA 5163
Local Government	ONKAPARINGA
Owner Names	MOHSEN ALIZADEH
Owner Number	18437104
Address for Notices	49 NOBLE CCT HACKHAM, SA 5163
Zone / Subzone	HN - Hills Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1100 - House
Description	5HDGALF
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
D123450 ALLOTMENT 43	CT 6235/329

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$300,000	\$790,000			

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Previous	\$275,000	\$630,000			

Building Details

Valuation Number	8612599292
Building Style	Conventional
Year Built	2020
Building Condition	Very Good
Wall Construction	Rendered
Roof Construction	Colourbond
Equivalent Main Area	181 sqm
Number of Main Rooms	5

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



RevenueSA

DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 865
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

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

PIR Reference No: 2751923

DATE OF ISSUE

04/02/2026

Mithany J Scott
POST OFFICE BOX 622
VICTOR HARBOR SA 5211

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NAME

M ALIZADEH

FINANCIAL YEAR

2025-2026

PROPERTY DESCRIPTION

49 NOBLE CCT / ONKAPARINGA HEIGHTS SA 5163 / LT 43

ASSESSMENT NUMBER

8612599292

TITLE REF.

(A "+" indicates multiple titles)

CT 6235/329

TAXABLE SITE VALUE

\$300,000.00

AREA

0.0495 HA

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

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

Please Note:

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

ON OR BEFORE

05/05/2026



Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



RevenueSA

DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Billers Code: 456293 Ref: 7014158823</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au © Registered to BPAY Pty Ltd ABN 69 079 137 518</p>	 <p>To pay via the internet go to: www.revenuesaonline.sa.gov.au</p>	 <p>Send your cheque or money order, made payable to the Commissioner of State Taxation, along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
--	---	--

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



ABN 19 040 349 865
Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

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

PIR Reference No: 2751923

Mithany J Scott
POST OFFICE BOX 622
VICTOR HARBOR SA 5211

DATE OF ISSUE

04/02/2026

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NUMBER

18437104

OWNERSHIP NAME

M ALIZADEH

PROPERTY DESCRIPTION

49 NOBLE CCT / ONKAPARINGA HEIGHTS SA 5163 / LT 43

ASSESSMENT NUMBER

8612599292

TITLE REF.

(A "+" indicates multiple titles)

CT 6235/329

CAPITAL VALUE

\$790,000.00

AREA / FACTOR

R4
1.000

LAND USE / FACTOR

RE
0.400

LEVY DETAILS:

FINANCIAL YEAR

2025-2026

FIXED CHARGE

+ VARIABLE CHARGE

- REMISSION

- CONCESSION

+ ARREARS / - PAYMENTS

= AMOUNT PAYABLE

\$ 50.00

\$ 267.30

\$ 160.85

\$ 0.00

\$ -156.45

\$ 0.00

Please Note:

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

EXPIRY DATE

05/05/2026



Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

OFFICIAL: Sensitive

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Billers Code: 456285 Ref: 7014158914</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au © Registered to BPAY Pty Ltd ABN 69 079 137 518</p>	 <p>To pay via the internet go to: www.revenuesaonline.sa.gov.au</p>	 <p>Send your cheque or money order, made payable to the Community Emergency Services Fund, along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
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ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.

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

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

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

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

South Australian Water Corporation

Name: M ALIZADEH Water & Sewer Account Acct. No.: 86 12599 29 2 Amount: _____

Address:
49 NOBLE CCT ONKAPARINGA
HEIGHTS LT43 D123450

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	8612599292



Bill code: 8888
Ref: 8612599292

Telephone and Internet Banking — BPAY®

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



Paying online

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



Paying by phone

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

SA Water account number: 8612599292



Orig.

E 13282975

565



15:35 03-Apr-2020
3 of 4

LAND TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

ENCUMBRANCE

FORM APPROVED BY THE REGISTRAR-GENERAL

PRIORITY NOTICE ID	
--------------------	--

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

SERIES NO	PREFIX
3	E

AGENT CODE

Lodged by: *CBAA*

Correction to: **HGP CONVEYANCING PTY.LTD. (HGPC)**

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
(COPIES ONLY)

1.
2.
3.
4.
5.

<i>Notasha</i> CORRECTION 17.04.2020	PASSED <i>MP</i>
REGISTERED - 1 JUN 2020 - <i>[Signature]</i>	



IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE in accordance with the terms and conditions expressed herein / *in Memorandum No. _____ subject to such exclusions and amendments specified herein.

DATED 3rd April2020

CERTIFICATION * Delete the inapplicable
Encumbrancer(s)

- *The Certifier has taken reasonable steps to verify the identity of the encumbrancer or his, her or its administrator or attorney.
- *The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- *The Certifier has retained the evidence to support this Registry Instrument or Document.
- *The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:



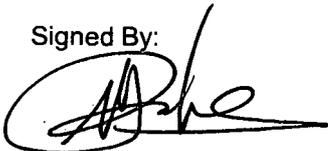
Peter McCray
Registered Conveyancer
For: Southgate Conveyancers (Ref: PM 19105)

On behalf of the Encumbrancer

Encumbrancee(s)

- *The Certifier has taken reasonable steps to verify the identity of the encumbrancee or his, her or its administrator or attorney.
- *The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- *The Certifier has retained the evidence to support this Registry Instrument or Document.
- *The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:



HERODOTOS GEORGE PAPAS
(Registered Conveyancer)
Level 6, 117 King William Street
Adelaide SA 5000
Tel: (08) 8231 2884

~~Herodotos George Papas (Full Name and Title)~~
~~Registered Conveyancer~~
For: HGP Conveyancing Pty. Ltd.

On behalf of the Encumbrancee

ENCUMBRANCE

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

LAND DESCRIPTION (*) *Delete inappropriate*

The Whole of the land comprised in Certificate of Title Register Book **Volume 6235 Folio 329**

ESTATE & INTEREST

An estate in fee simple

ENCUMBRANCER (Full Name and Address)

MOHSEN ALIZADEH

OF 10 Ward Avenue Eden Hills SA 5050

ENCUMBRANCEE (Full Name, Address and Mode of Holding)

HEPENSTAL PARK DEVELOPMENT PTY.LTD. (A.C.N.: 616 489 528)

OF 34 Nelson Street Stepney SA 5069

OPERATIVE CLAUSE

THE ENCUMBRANCER ENCUMBERS THE ESTATE AND INTEREST IN THE LAND ABOVE DESCRIBED FOR THE BENEFIT OF THE ENCUMBRANCEE WITH AN ANNUITY OR RENT CHARGE OF

(a) Insert the amount of the annuity or rent charge

(a) TEN CENTS \$0.10 (if demanded)

(b) State the term of the annuity or rent charge. If for life use the words "during his or her lifetime"

(b) TO BE PAID TO THE ENCUMBRANCEE as a yearly rent charge for a term of 999 years commencing on the date of this Encumbrance

(c) State the times appointed for payment of the annuity or rent charge. Any special covenants may be inserted on page 2.

(c) AT THE TIMES AND IN THE MANNER FOLLOWING on the first day of January in each year commencing on the 1st 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 allotments in the **Deposited Plan No. 123450**
 - 2.3. "special building features" means features relating to recycling , energy conservation and or environmental management
 - 2.4. "building design and guidelines" means residential dwelling designs and plans incorporating but not limited to :-
 - Building Envelope and Set Backs
 - Site Coverage
 - Private Open Space (POS)
 - Heights and Scales for Single Storey and Two Storey dwellings
 - Materials , Finishes and Colours
 - Fencing Principles
 - Driveways and Crossovers
 - Landscape Designs
 - Sustainability / Renewable Energy
 - 2.5. "development" means work of any kind, including but not limited to –
 - "building works" as defined in the Building Works Contractors Act
 - the construction or alteration of any permanent or temporary structure
 - earthworks or landscaping of any kind
 - repairs, painting or improvements of any kind
 - 2.6. reference to giving access to us includes giving access to our employees agents and contractors
 - 2.7. 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)

- 2.8. reference to any statute includes statutes which change or replace it and
- 2.9. 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

4. Restrictions on the use and Building Development upon the land.

You must use the land only for private residential purposes

Dwelling

You must commence construction of a dwelling on or before 2 years from the date of this Encumbrance You must have completed the construction of the dwelling on or before 4 years from the date of this Encumbrance.

During the continuance of this encumbrance, you SHALL NOT:

- 4.1. 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.
- 4.2. 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 home.
- 4.3. delay or permit to be delayed the completion of the construction of the dwelling house after construction of the same has commenced.
- 4.3.2 Dwellings on Lots 1 to 14 must be single storey and front facing to Noble Circuit with front loading vehicular access whilst also ensuring that the dwellings address Gates Road.
- 4.3.3 Dwellings on Lots 15 to 20 must be single storey and front facing to Hepenstal Road with front loading vehicular access with the exception of Lot 20 that will have frontage and access from Noble Circuit.

Carport/Sheds

During the continuance of this encumbrance, you SHALL NOT:

- 4.4. 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.
- 4.5. 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.
- 4.6. erect or cause to be erected any shed or outbuilding within 10 m of any road or reserve
- 4.7. erect or cause to be erected any shed or outbuilding except that the same shall be constructed with "Smooth Cream" or "Paperbark" (or such other colour in the colourbond range approved by us) coloured material and be of powder coated cladding.
- 4.8. erect or cause to be erected any shed or outbuilding greater in area than 10m² without first obtaining prior written approval from both the relevant council and us.

5. Standard Development Guidelines.

You must obey any development and building guidelines we issue from time to time relating to carrying out any development and building on the land and in particular to the standard guidelines incorporated herein and which form part of this Encumbrance.

6. Fencing

During the continuance of this encumbrance you shall not :

- 6.1 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. You may, with our prior written approval, erect a decorative fence of not more than 1.2 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.
- 6.2 erect or cause to be erected any fence on the land which is less than 1800 mm in height and all fencing shall be constructed of powder coated steel materials in either a post and rail style or a good neighbour modular style and shall be the colour "Paperbark" (in the colourbond range) on both sides.
- 6.3 Allotments 1 to 14 are not permitted to erect or cause to be erected any fence over 1200mm in height on their rear boundary facing Gates Road and all fencing shall be constructed of powder coated steel materials in either a post and rail style or a good neighbour modular style and shall be the colour "Paperbark" (in the colourbond range) on both sides.

7. Landscaping and Maintenance

Landscaping of the front garden (ie: between the front dwelling façade and the front allotment boundary) is to be completed upon the earlier of 6 months of completion or occupation of the residential dwelling .

- 7.1 You shall at all times thereafter maintain, keep tidy and care for the landscaping to an acceptable standard and for the purposes of this clause act in good faith in determination of acceptable standards.
- 7.2 You shall not permit any carparking area to be used other than for vehicle parking
- 7.3 You must not permit any rubbish bin or similar receptacle to be placed between the front of any building erected on the land and the street alignment save and except when a bin is to be placed immediately before being emptied or removed.
- 7.4 You must not store or keep any goods (ie: article , material ,equipment or stored vehicle) between the front of any building erected on the land and the street alignment save and except immediately before and during loading and unloading.
- 7.5 The owners of each property will be responsible for the irrigation of the landscaping and trees in the council verge at the front of their property.
- 7.6 The owners of Allotments 1 to 14 will also be responsible for the irrigation of landscaping / trees in the Council verge at the rear of their allotment (Gates Road).
- 7.7 The owners of each property shall also be aware that a street tree will be established in the road verge in line with the Master Plan prepared for the Estate, with the timing of the planting to be negotiated and resolved with the developer and council with works undertaken on the verge being at the risk of the landowner.

8. Rules governing the use of the land

You must obey the following rules in using or owning the land

- 8.1 You must not subdivide the land or create any additional allotment from it.
- 8.2 Transportable buildings are not permitted on the land
- 8.3 You must not use any caravan, tent or other shelter on the land as a place of residence
- 8.4 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.
- 8.5 You must site your dwelling, driveway and crossover in accordance with the Building Envelope Plan as issued by the Developer and or the Local Government Authority (Council) from time to time.

9. The provisions referred to in the above Clause 8 include, amongst other rights and obligations –
- 9.1 an obligation on you to keep all improvements on the land in good repair
 - 9.2 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
 - 9.3 an obligation on you to pay the rent charge at the time and in the manner set out in this encumbrance
10. The provisions of the Law of Property Act and the Real Property Act relating to encumbrances apply to this encumbrance.

11. Power of sale of the land

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

12. If you wish to sell or otherwise transfer the land before construction of a dwelling house you must advise the proposed transferee of the remaining time (unexpired term commencing from the date of this encumbrance) for the construction of a dwelling.
13. Any application for extension of time for construction of a dwelling shall be in writing and shall be served on us by being left at or posted in a pre-paid envelope addressed to us at our office in South Australia and any grant of extension of time shall be at the absolute discretion of the Encumbrancee.
14. 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.
15. 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.

16. Waiver and assignment

We may, in our absolute discretion, waive compliance with any development guidelines, or with any of the requirements of this encumbrance.

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

- 16.1 affect the party's rights if the other-repeats or continues the disobedience or
- 16.2 disobeys this encumbrance in another way
- 16.3 No waiver is effective unless in writing signed by our authorised officer.

17. Assignment by us

We may transfer or assign our rights under this encumbrance

18. Severance of invalid clauses

If any clause of this encumbrance is void or unenforceable then it must be read down so that it is not void or unenforceable.

- 18.1 If it cannot be read down, it must be severed (that is, treated as if cut out)
- 18.2 The rest of this encumbrance is not affected if any clauses are read down or severed

19. Payment of costs

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

20. All notices (including approvals or demands)

20.1. must be in writing

20.2. must be given to the other party

20.3. can be given in person

20.4. can be left at the other party's address on page 1, or at the other party's last known address

20.5. can be sent there by post, but they must be correctly addressed and posted

20.6. can be given to you by being left at, or sent by post to, the land

20.7. are, if posted, treated as given the next business day after posting

20.8. 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

20.9. may be signed by a party, or any person that party authorises to sign it.

Sunset Clause

21. Our rights and obligations as the Encumbrancee (but not those of any person claiming under the Encumbrancee as a purchase of any land in the Development Zone) will cease from whichever of the following dates occurs first:

21.1. a date being five (5) years after the practical completion of any approved dwelling upon the last remaining vacant allotment in the Development Zone (excluding any allotment upon which no dwelling is permitted to be erected) or

21.2. the 31 day of December 2025

Orig. AG 12279096



11:25 17-Feb-2015

1 of 1

Fees: \$152.00

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

FORM APPROVED BY THE REGISTRAR-GENERAL

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

Prefix
AG
Series No.

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1986

Solicitor/Registered Conveyancer/Applicant

AGENT CODE

Lodged by: } NORMAN
 } WATERHOUSE NWAM
Correction to:

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
AG	NWAM

CORRECTION	PASSED
REGISTERED	3 MAR 2015
	
pro	REGISTRAR-GENERAL

LAND MANAGEMENT AGREEMENT

CITY OF ONKAPARINGA

LYNDON JAMES PHILLIPS
and
JANETTE ROBYN PHILLIPS

**Norman
Waterhouse**
LAWYERS

Level 15, 45 Pirie Street
Adelaide SA 5000
Telephone + 61 8 8210 1200
Fax + 61 8 8210 1234
www.normans.com.au

DATE

6th February 2015

PARTIES

City of Onkaparinga of Ramsay Place, Noarlunga Centre SA 5168 (**Council**)

Lyndon James Phillips and **Janette Robyn Phillips** both of 76 Gates Road, Hackham SA 5163 (**Owner**)

BACKGROUND

- A. The Owner is the proprietor of an estate in fee simple in the Land.
- B. The Land is within the area of Council.
- C. The Owner wishes to develop the Land for medium density residential development.
- D. Council has initiated a Development Plan amendment to re-zone certain land in Council's area, including the Land, to facilitate medium density residential development.
- E. Council and the Owner each acknowledge and agree that:
 - (a) if the Minister authorises the DPA under the Act; and
 - (b) division of the Land proceeds,there will be implications for infrastructure within Council's area.
- F. Council and the Owner have therefore entered into the Infrastructure Contribution Agreement, pursuant to which, subject to the Minister for Planning authorising the DPA, and to the extent that the Owner proceeds with division of the Land, the Owner has agreed to make financial contributions towards the provision of infrastructure in return for Council meeting its obligations under the Infrastructure Contribution Agreement. The said infrastructure is required to service or will otherwise benefit the Land directly and indirectly and will address the cumulative impact of new development in the locality of the Land.
- G. Council and the Owner agree that the obligations under this agreement are intended to be complied with by all occupiers and persons having enjoyment from time to time of the Land and that it is the Owner's responsibility to ensure that all such persons comply with the terms of this agreement.
- H. Pursuant to section 57(2) of the Act, the Owner and Council have agreed to enter into this agreement relating to the development, management, preservation or conservation of the Land subject to the terms and conditions of this agreement.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this agreement:

Act means the *Development Act 1993 (SA)*.

Business Day means a day that is not a Saturday, Sunday or public holiday in South Australia.

Development Plan means the Development Plan for Onkaparinga City as that plan is in force at any time.

DPA has the meaning to that term in paragraph D of the Background to this agreement.

DPA Condition Precedent means the condition set out in clause 2.2.1 of the Infrastructure Contribution Agreement.

Infrastructure Contribution Agreement means the agreement entered into between Council and the Owner substantially in the form of the infrastructure contribution agreement attached to this agreement as Annexure A and as subsequently varied, superseded or assigned between the parties to it from time to time.

Land means the whole of the land comprised in Certificate of Title Volume 5088 Folio 858 and includes any part or parts of it.

Site has the meaning given to that term in the Infrastructure Contribution Agreement.

1.2 Interpretation

In this agreement, unless the context otherwise requires:

- 1.2.1 headings do not affect interpretation;
- 1.2.2 singular includes plural and plural includes singular;
- 1.2.3 words of one gender include any gender;
- 1.2.4 a reference to a party includes its executors, administrators, successors and permitted assigns;
- 1.2.5 a reference to the Owner includes each person registered or entitled to be registered as a proprietor of an estate in fee simple of the Land;
- 1.2.6 a reference to a person includes a partnership, corporation, association, government body and any other entity;

- 1.2.7 an agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- 1.2.8 an agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- 1.2.9 a reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;
- 1.2.10 a provision is not construed against a party only because that party drafted it;
- 1.2.11 an unenforceable provision or part of a provision may be severed, and the remainder of this agreement continues in force, unless this would materially change the intended effect of this agreement;
- 1.2.12 the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
- 1.2.13 an expression defined in the Act has the meaning given by the Act at the date of this agreement.

1.3 **Background**

The Background forms part of this agreement and is correct at the date of this agreement.

1.4 **Legislation**

The requirements of this agreement are to be construed as additional to the requirements of the Act and any other legislation affecting the Land.

2. **OWNER'S OBLIGATIONS**

The Owner must:

- 2.1 subject to satisfaction of the DPA Condition Precedent, not commence or proceed with or permit any other person to commence or proceed with:
 - 2.1.1 any application under the Act, the *Real Property Act 1886*, the *Community Titles Act 1996* or any other relevant legislation to undertake any division or development of the Land;
 - 2.1.2 any application or request for a certificate under section 51 of the Act in relation to any division of the Land; or
 - 2.1.3 any development of the Land for residential or other purposes,
- in each case unless at the time of such an application or development and at all times during the development of the Land, the Owner or the developer is complying with the Owner's obligations under the Infrastructure Contribution Agreement; and

- 2.2 provide a copy of this agreement to any person commencing occupation of the Land before commencement of that occupation.

3. RESTRICTION ON LEASING AND OTHER DEALINGS

The Owner must not grant any lease licence easement or other right which may give any person the right to possession or control of or entry on to the Land which right would enable such person to breach any of the obligations imposed on the Owner by this agreement unless such grant contains as an essential term a covenant by the grantee not to do or omit to do (or suffer or permit any other person to do or omit to do) any act matter or thing which would constitute a breach by the Owner of the Owner's obligations under this agreement.

4. COUNCIL'S POWERS OF ENTRY

- 4.1 Council and any employee or agent of Council authorised by Council may at any reasonable time enter the Land for the purpose of:

- 4.1.1 inspecting the Land and any building or structure on the Land;
4.1.2 exercising any other powers of Council under this agreement or pursuant to law.

- 4.2 If the Owner is in breach of any provision of this agreement, Council may, by notice served on the Owner, specify the nature of the breach and require the Owner to remedy the breach within such time as may be nominated by the Council in the notice (being at least 28 days from the date of service of the notice). If the Owner fails so to remedy the breach, Council or its servants or agents may carry out the requirements of the notice and in doing so may enter and perform any necessary works upon the Land and recover any costs thereby incurred from the Owner.

- 4.3 If in a notice referred to in clause 4.2 Council requires the removal of the building or structure from the Land, Council and its servants or agents are authorised and empowered by the Owner to enter and remove the building or structure from the Land and to dispose of it in any manner determined by Council provided that if the building or structure has any monetary value then Council must use its best endeavours to realise that monetary value and must after the disposal account to the Owner and pay to the Owner the realised value less all expenses incurred.

- 4.4 Council may delegate any of its powers under this agreement to any person.

5. NOTATION OF THIS AGREEMENT

Each party must do and execute all acts documents and things necessary to ensure that as soon as possible after the execution of this agreement by all necessary parties this agreement is noted by the Registrar-General on the Certificate of Title for the Land pursuant to section 57(5) of the Act.

6. RESCISSION OF THIS AGREEMENT

- 6.1 If:

- 6.1.1 development approval under the Act has been granted in respect of a plan of division for the Land or a stage of the Land (**Relevant Stage**); and
- 6.1.2 Council acting reasonably is satisfied that the Owner or the developer has complied with the Owner's obligations under the Infrastructure Contribution Agreement with respect to the Land or Relevant Stage (or has entered into a binding agreement supported by adequate security for the subsequent performance of such obligations); and
- 6.1.3 the Owner has requested Council in writing to rescind this agreement as applies to the Land or the Relevant Stage,

Council must rescind this agreement in relation to the Land or that part of the Land the subject of the Relevant Stage.

- 6.2 Where this agreement is rescinded in relation to the Land or any part of it:
 - 6.2.1 Council and the Owner will do all things that are required for a note of the rescission of this agreement to be entered on the relevant Certificates of Title; and
 - 6.2.2 the Owner must pay Council's costs of and incidental to the rescission of this agreement and the noting of the rescission by the Registrar-General.

7. MISCELLANEOUS

7.1 Consideration

In consideration of the Owner's obligations under this agreement, Council must pay to the Owner the sum of 10 cents if demanded.

7.2 Alteration

This agreement may be altered only by a supplementary agreement or deed signed by Council and the Owner.

7.3 Approvals and consents

Unless otherwise provided, a party may in its discretion give (conditionally or unconditionally) or withhold any approval or consent under this agreement.

7.4 Entire agreement

This agreement:

- 7.4.1 constitutes the entire agreement between the parties about its subject matter;
- 7.4.2 supersedes any prior understanding, agreement, condition, warranty, indemnity or representation about its subject matter.

7.5 Waiver

- 7.5.1 A waiver of a provision of or right under this agreement:

7.5.1.1 must be in writing signed by the party giving the waiver;

7.5.1.2 is effective only to the extent set out in the written waiver.

7.5.2 Without limiting clause 7.5.1, Council may waive compliance by the Owner with the whole or any part of the obligations on the Owner's part herein contained provided that no such waiver is effective unless expressed in writing and signed by Council.

7.6 **Exercise of power**

7.6.1 The failure, delay, relaxation or indulgence by a party in exercising a power or right under this agreement is not a waiver of that power or right.

7.6.2 An exercise of a power or right under this agreement does not preclude a further exercise of it or the exercise of another right or power.

7.7 **Survival**

Each indemnity, obligation of confidence and other term capable of taking effect after the expiration or termination of this agreement, remains in force after the expiration or termination of this agreement.

7.8 **Governing law**

7.8.1 This agreement is governed by the law in South Australia.

7.8.2 The parties irrevocably submit to the non-exclusive jurisdiction of the courts in South Australia.

8. **NOTICES**

8.1 A notice, demand, consent, approval or communication under this agreement (**Notice**) must be:

8.1.1 in writing, in English and signed by a person authorised by the sender; and

8.1.2 hand delivered or sent by pre paid post to the recipient's address specified in this agreement, as varied by any Notice given by the recipient to the sender.

8.2 A Notice is deemed to be received:

8.2.1 if hand delivered, on delivery; and

8.2.2 if sent by prepaid mail, two Business Days after posting (or seven Business Days after posting if posting to or from a place outside Australia);

However if the Notice is deemed to be received on a day that is not a Business Day or after 5:00pm, the Notice is deemed to be received at 9:00am on the next Business Day.

8.3 If two or more persons comprise a party, Notice to one is effective Notice to all.

9. **COSTS**

The parties will bear their own costs and expenses (including legal costs and expenses) of preparing, stamping and noting this agreement, including any Lands Titles Office or consent fees payable.

EXECUTED as an agreement

COUNCIL

Signed as delegate for **City of Onkaparinga**
under Section 20 of the *Development Act*
1993:

.....
Signature of authorised delegate

.....
MARK DOWD
Full name of authorised delegate (print)

.....
CEO
Position of authorised delegate

.....
Signature of witness

.....
CRAIN JONES
Name of witness (print)

OWNER

Signed by **Lyndon James Phillips** in the
presence of:

.....
Signature of witness

.....
CRAIN JONES
Name of witness (print)

.....
Lyndon James Phillips

Signed by **Janette Robyn Phillips** in the
presence of:

.....
Signature of witness

.....
CRAIN JONES
Name of witness (print)

.....
Janette Robyn Phillips

AMP Bank Ltd being a person with a legal interest in the Land by registered memorandum of mortgage no. 10733539 consents to the Owner entering into this agreement.

Executed by Julie Ellis (attorney)
_____ (name) JULIE ELLIS (name)
as attorney for AMP Bank Limited
ABN 75081596009 and who state that
I have received no notice of
Revocation of Power of Attorney dated 19 May
2010 Registered Book _____ No. 11409812

The Owner certifies pursuant to section 57(4) of the Act that no other person has a legal interest in the Land.

[Signature]
.....

.....

Annexure A Infrastructure Contribution Agreement

INFRASTRUCTURE CONTRIBUTION AGREEMENT

HACKHAM SOUTH EAST (NORTHERN AREA) DPA

CITY OF ONKAPARINGA

[INSERT NAME]

**Norman
Waterhouse**
LAWYERS

Level 15, 45 Pirie Street
Adelaide SA 5000
Telephone + 61 8 8210 1200
Fax + 61 8 8210 1234
www.normans.com.au

DATE

PARTIES

City of Onkaparinga ABN 97 047 258 128 of Ramsay Place, Noarlunga Centre SA 5168
(Council)

[insert name] of [insert address] (Landowner)

BACKGROUND

- A. In 2007 the State Government extended the urban growth boundary to include that area of land known as Hackham South East.
- B. Following detailed investigations by the Land Management Corporation, the State Government's land development agency at the time, it was determined that a large part of that area was unviable for development given the significant infrastructure costs.
- C. It was identified that a smaller part of the area, namely the Site, might be suitable for development with some upgrades to existing infrastructure.
- D. At the request of the Minister for Planning, Council agreed to continue with a Development Plan amendment to re-zone the Site to allow for residential development.
- E. The Landowner owns the Land.
- F. The Land is within the area of Council and part of the Land is within the Site, as shown on the plan attached at Annexure D.
- G. The Landowner wishes the Site to be rezoned to enable residential development.
- H. The parties recognise that should the development of the Site proceed in the manner envisaged by the DPA, certain infrastructure works will be required to be undertaken to service and for the benefit the Site.
- I. The Landowner agrees to make monetary contributions to the required infrastructure works.
- J. In consideration of the Landowner entering into this agreement and making the contributions Council will undertake the infrastructure works to facilitate the development of the Site.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this agreement:

Act means the *Development Act 1993*.

Actual Cost is the amount actually incurred by Council in undertaking or procuring the undertaking of the Infrastructure Works and includes (without limitation) all expenses incurred by Council (or its consultants or contractors) in carrying out technical investigations, designing, procuring and undertaking the Infrastructure Works and administering the Fund, this agreement and any document required by it.

Business Day means a day that is not a Saturday, Sunday or public holiday in South Australia.

Commencement Date means the date of execution of this agreement by all parties to this agreement.

Contribution means the monetary contribution the Landowner must pay towards the Infrastructure Works in accordance with this agreement.

Development Plan means the Development Plan for Onkaparinga City as that plan is in force at any time.

DPA means a Development Plan amendment that is approved and in operation under the Act as a result of a process initiated with the Draft DPA (whether in substantially the same form as the Draft DPA or in an amended form) and for the avoidance of doubt includes any amendment made to the DPA by the Minister for Planning pursuant to section 27(5) of the Act.

DPA Amendment Gazettal means a notice published in the South Australian Government Gazette pursuant to section 27(5)(a) of the Act amending the DPA.

DPA Gazettal means a notice published in the South Australian Government gazette pursuant to section 25(17) of the Act approving the DPA.

Draft DPA means the Development Plan amendment Titled "Hackham South East (Northern Area) Development Plan Amendment" prepared by Council and released for public consultation under the Act on 12 September 2013.

Fund means the account established by Council for the administration of Council's receipt and application of the Contributions towards the Infrastructure Works.

Infrastructure Agreement means an agreement on substantially the same terms as this agreement between Council and an Other Landowner.

Infrastructure Works means the specific road and other infrastructure works necessitated by the development of the Site as anticipated by the DPA and set out at Annexure B and includes all technical investigations, design and construction required to effect such works.

Land means the land described in Item 1 of the Schedule.

Land Management Agreement means a land management agreement substantially in the form set out at Annexure C.

Other Landowner means each and every other person who owns any and each of the parcels of land that comprise the Site (other than the Land).

Precinct means each precinct shown in Concept Plan Map Onka/28 Hackham/Onkaparinga Hills as contained in the Development Plan (following the DPA).

Prescribed Rate is the dollar amount per square metre the Landowner must contribute to the Infrastructure Works as set out in Item 2 of the Schedule.

Site means that area of land intended to be rezoned under the DPA and which is delineated in the plan attached at Annexure A.

Term means the term of this agreement commencing on the Commencement Date and ending on the last to occur of:

- 1.1.1 the date upon which all Contributions payable under this agreement have been paid; or
- 1.1.2 the date upon which all of the Infrastructure Works have been completed to Council's satisfaction; or
- 1.1.3 20 years from the Commencement Date.

1.2 Interpretation

In this agreement, unless the context otherwise requires:

- 1.2.1 headings do not affect interpretation;
- 1.2.2 singular includes plural and plural includes singular;
- 1.2.3 words of one gender include any gender;
- 1.2.4 a reference to a party includes its executors, administrators, successors and permitted assigns;
- 1.2.5 a reference to a person includes a partnership, corporation, association, government body and any other entity;
- 1.2.6 a reference to this agreement includes any schedules and annexures to this agreement;
- 1.2.7 an agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- 1.2.8 an agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- 1.2.9 a reference to a document includes that document as varied, novated or replaced from time to time;
- 1.2.10 a reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;

- 1.2.11 a provision is not construed against a party only because that party drafted it;
- 1.2.12 an unenforceable provision or part of a provision may be severed, and the remainder of this agreement continues in force, unless this would materially change the intended effect of this agreement;
- 1.2.13 the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
- 1.2.14 an expression defined in the *Corporations Act 2001* (Cth) has the meaning given by that Act at the date of this agreement.

1.3 **Background**

The Background forms part of this agreement and is correct.

1.4 **Scope of this agreement**

- 1.4.1 This agreement deals with the funding and provision of the Infrastructure Works only.
- 1.4.2 There will be other infrastructure requirements associated with the DPA and any subsequent development of the Land.
- 1.4.3 This agreement is not intended to limit or fetter any power or discretion of Council under the Act or to limit or remove any requirement the Landowner may have to comply with the Act or the conditions of any development approval granted to the Landowner under the Act, whether by Council or any other entity.

2. **CONDITIONS PRECEDENT**

2.1 **Other Landowner infrastructure agreements signed**

- 2.1.1 The obligations of the parties under this agreement (other than those referred to in clause 8) are subject to and conditional on each and every Other Landowner executing and delivering to Council on or before the Commencement Date a signed infrastructure contributions agreement on substantially the same terms as this agreement to secure the performance of the Other Landowners in respect of each of the parcels of land comprising the Site (other than the Land).
- 2.1.2 Council may waive this condition precedent by notice in writing to the Landowner.

2.2 **DPA**

- 2.2.1 The obligations of the parties under this agreement (other than those referred to under clause 8) are subject to and conditional on:
 - 2.2.1.1 the Minister for Planning:
 - (a) approving the DPA for the Site under section 26(8)(d) of the Act; and

(b) publishing the DPA Gazettal for the Site under section 26(8)(d) of the Act;

2.2.1.2 the validity of the DPA not being subject to any challenge in a court of competent jurisdiction within six months of the Minister for Planning having published the DPA gazettal; and

2.2.1.3 the DPA not being disallowed by either House of Parliament under section 27 of the Act within six months of the date of publication of the DPA Gazettal.

2.2.2 The parties will be bound by this agreement notwithstanding any variations between the terms of the DPA and the Draft DPA.

2.2.3 The parties acknowledge and agree that if the condition set out in clause 2.2.1 is not satisfied by 30 June 2015 or such later date as the parties agree in writing, then either party may rescind this agreement by giving the other party notice of that rescission.

3. TIMING OF DPA

The parties acknowledge and agree that Council will not lodge the proposed DPA with the Minister for Planning for authorisation until such time as the condition precedent in clause 2.1 has been satisfied or waived and the obligation in clause 8 has been complied with or waived.

4. COUNCIL OBLIGATIONS

4.1 Responsibility to undertake Infrastructure Works

4.1.1 In consideration for the Landowner paying the Contribution, Council must undertake or cause to be undertaken the Infrastructure Works in a timely manner as determined by Council to enable the proper, orderly, safe and efficient development of the Site.

4.1.2 After authorisation of the DPA and during the Term of this agreement, Council must undertake a yearly review of the progress of development of each Precinct to determine the timely undertaking of the Infrastructure Works.

4.1.3 The timing of completion of the Infrastructure Works will be dependent on Council's budget and capital works program and sufficient Contribution payments into the Fund.

4.1.4 Infrastructure Works may be undertaken outside of Council's capital works program through separate negotiations with Council and subject to alignment with Concept Plan Map Onka/28 Hackham/Onkaparinga Hills as contained in the Development Plan (following the DPA).

4.2 Responsibility to establish and administer the Fund

4.2.1 Council must:

- 4.2.1.1 establish and administer the Fund for the receipt and application of all Contributions payable by any party towards the Infrastructure Works in accordance with this agreement and any other Infrastructure Agreement;
 - 4.2.1.2 must ensure that all Contributions that are held in the Fund are only used to undertake the Infrastructure Works;
 - 4.2.1.3 must only pay from the Fund the Actual Cost of any Infrastructure Works;
 - 4.2.1.4 must act in a prudential manner;
 - 4.2.1.5 must seek to obtain best value for money having regard to the specific circumstances at the time a decision is made regarding the cost of any Infrastructure Works; and
 - 4.2.1.6 must keep proper records of those portions of the Site for which a contribution to the Fund has been made by a landowner.
- 4.2.2 The parties acknowledge and agree that:
- 4.2.2.1 at any time during the Term, the amount of money in the Fund may not equal the amount of money required to construct certain Infrastructure Works and that consequently, Council may be required to enter into arrangements with lenders (**Lender**) to cover the costs of any shortfall in funding necessary to ensure that such Infrastructure Works are constructed in a timely manner (**Debt Funding**);
 - 4.2.2.2 that any interest amount payable to any Lender pursuant to any Debt Funding will be paid from the Fund;
 - 4.2.2.3 that any interest amount accrued in relation to the Fund will be paid back into the Fund; and
 - 4.2.2.4 Council is entitled to establish, operate and administer the Fund in any way it sees fit without any interference or recourse by any other party to this agreement provided it fulfils its obligations under this agreement.

5. LANDOWNER'S CONTRIBUTION

- 5.1 The Landowner must, in respect of the portion of the Land forming part of Site (as shown in the plan attached at Annexure D), contribute to the Infrastructure Works by paying to Council the monetary amount attributed to that portion of the Land (**Contribution**).
- 5.2 Any Contribution will be subject to indexation in accordance with clause 6.
- 5.3 The Landowner is not entitled to any refund of reimbursement of any portion of the Contribution paid for any reason.

- 5.4 The Landowner must pay the Contribution in respect of each portion of the Land forming part of the Site the subject of a plan of division (or enter into bonding arrangements supported by adequate security to Council's satisfaction) prior to requesting a certificate from the Development Assessment Commission under section 51 of the Act for that plan of division.
- 5.5 The Landowner is:
- 5.5.1 only liable to pay the Contribution once in relation to any area of the Land forming part of the Site; and
 - 5.5.2 not liable to pay the Contribution in relation to an area of the Land forming part of the Site if the Contribution (as calculated at the time of making the contribution) has already been paid in full by any person in relation to that same area of the Land.
- 5.6 Council shall in respect of any relevant portion of the Land forming part of the Site, once the Landowner has paid the Contribution in accordance with this agreement, issue a certificate to the Landowner confirming:
- 5.6.1 the area and location of the relevant portion of the Land; and
 - 5.6.2 the Contribution paid.

6. CALCULATION OF CONTRIBUTION

- 6.1 The Contribution for any portion of the Land forming part of the Site is calculated by multiplying the area of land (in metres squared) in the plan of division by the Prescribed Rate current at the time of lodging the land division application for development approval.
- 6.2 The Prescribed Rate will be indexed using Index Number 3101 (Road and Bridge Construction Index) for South Australia published by the Australian Bureau of Statistics as the reference index, or its nearest equivalent if this index ceases to be published:
- 6.2.1 at the end of the first quarter (March, June, September or December) following the DPA Gazettal, using the June 2014 quarter; and
 - 6.2.2 quarterly thereafter.

7. TRANSFER OR ASSIGNMENT

- 7.1 The Landowner must not assign this agreement or any right under this agreement (including by transfer of the Land) unless (if Council requires) the Landowner procures the transferee or assignee to enter into a deed or agreement undertaking with Council to meet the obligations of the proposing assignor (to the extent of the proposed assignment) under either or both of (as relevant to the right assigned):
- 7.1.1 this agreement; or
 - 7.1.2 an agreement entered into pursuant to this agreement.

- 7.2 Subject to complying with clause 7.1, upon transfer or assignment by the Landowner pursuant to this clause:
- 7.2.1 in respect of an assignment of all of the Landowner's rights and obligations under this agreement – the Landowner will be released from all further obligations under this agreement;
- 7.2.2 in respect of an assignment of some but not all of the Landowner's rights and obligations under this agreement – the Landowner will be released from all further obligations under this agreement to the extent that the assignee becomes bound by such obligations.
- 7.3 Nothing in this clause prevents the Landowner from transferring any parts of the Land for which the Landowner has paid the Contribution (and been granted a certificate in accordance with clause 5.6) in accordance with this agreement.
- 7.4 The Landowner indemnifies Council from and against all loss and damage resulting from a breach of this clause by the Landowner.

8. LAND MANAGEMENT AGREEMENT

- 8.1 Following the execution of this agreement:
- 8.1.1 Council must promptly prepare the Land Management Agreement in respect of the Land;
- 8.1.2 the Landowner must promptly enter into the completed Land Management Agreement and do all things necessary to procure at the Landlord's cost all consents to the noting of that Land Management Agreement against the relevant titles to the Land; and
- 8.1.3 following execution of the Land Management Agreement, the parties will use their reasonable endeavours to note the Land Management Agreement against the relevant titles to the Land as soon as practicable.
- 8.2 The Landowner must not:
- 8.2.1 divide, sell or otherwise dispose of the Land;
- 8.2.2 permit the Land to be divided, sold or otherwise disposed of, before a Land Management Agreement is noted against the titles comprising the Land.
- 8.3 Council may waive the obligations set out in clauses 8.1 and 8.2 by notice in writing to the Landowner.
- 8.4 Upon receiving both:
- 8.4.1 the Contribution in respect of that portion of the Land the subject of a plan of division; and
- 8.4.2 a request from the Landowner to rescind the LMA in respect of that portion of the Land,

Council will prepare and execute a rescission of the LMA in respect of that portion of the Land.

9. RESOLUTION OF DISPUTES

9.1 Definitions

In this clause 9:

9.1.1 **Dispute** means a General Dispute or an Expert Referral Dispute.

9.1.2 **ER Dispute Notice** has the meaning given to that term in clause 9.3.1.1.

9.1.3 **Expert Referral Dispute** means:

9.1.3.1 any dispute between the parties about the survey, design, construction, completion, maintenance, or repair of Infrastructure Works arising under this agreement; and

9.1.3.2 any other dispute or matter in respect of which this agreement expressly provides for determination by an Independent Expert.

9.1.4 **General Dispute** has the meaning given to it in clause 9.5.

9.1.5 **General Dispute Notice** has the meaning given to it in clause 9.5.1.

9.1.6 **Independent Expert** has the meaning given to it in clause 9.4.1.

9.2 Expert Referral Disputes

The parties acknowledge and agree that any Expert Referral Dispute is to be resolved in accordance with the procedures in clauses 9.3 and 9.4 of this agreement.

9.3 Reference to Independent Expert

9.3.1 The Parties agree that:

9.3.1.1 any Expert Referral Dispute is to be notified by one party to the other (**ER Dispute Notice**); and

9.3.1.2 the parties shall endeavour to meet to attempt to negotiate a resolution of the dispute as soon as practicable after receiving an ER Dispute Notice.

9.3.2 If the parties fail to resolve the Expert Referral Dispute within seven days after an ER Dispute Notice is received either party may refer the Expert Referral Dispute to the Independent Expert for determination in accordance with clause 9.4 of this deed.

9.4 Expert determination process

9.4.1 If a party wishes to refer an Expert Determination Dispute to an Independent Expert, it must notify the other party of a proposed expert being a suitable qualified and experienced person who:

9.4.1.1 has recognised industry expertise in the issue that is the subject of the Expert Referral Dispute; and

9.4.1.2 is independent of each party

(Independent Expert).

9.4.2 Following receipt of such notice the parties may agree on who will be the Independent Expert or failing agreement within seven days of receipt of such notice either party may request the Independent Expert to be a person nominated by the President (or in the event that office does not exist the holder of any replacement or equivalent office) or nominee of the Law Society of South Australia Inc. (or any replacement or successor organisation).

9.4.3 If the Independent Expert appointed under this clause 9.4:

9.4.3.1 is unavailable;

9.4.3.2 declines to act;

9.4.3.3 does not enter into the agreement in accordance with clause 9.4.10 within seven days of the appointment of the Independent Expert pursuant to this clause;

9.4.3.4 does not make a determination within the time required by clause 9.4.8; or

9.4.3.5 does not comply with clause 9.4.5,

the appointment of such Independent Expert lapses and a further Independent Expert must be appointed under this clause.

9.4.4 An expert determination conducted under this clause 9.4 is not an arbitration and the Independent Expert is not an arbitrator. The Independent Expert may reach a decision from his or her own knowledge and expertise.

9.4.5 The Independent Expert will:

9.4.5.1 act as an expert and not as an arbitrator;

9.4.5.2 proceed in any manner he or she thinks fit;

9.4.5.3 conduct any investigation which he or she considers necessary to resolve the dispute or difference including requiring each party to provide a statement of its position (within the time period nominated by the Independent Expert) setting out in detail the matters which that Party wishes the expert to consider;

- 9.4.5.4 examine such documents, and interview such persons, as he or she may require; and
- 9.4.5.5 make such directions for the conduct of the determination as he or she considers necessary.
- 9.4.6 The Independent Expert must be engaged on terms that require the Independent Expert to:
 - 9.4.6.1 disclose to the parties any interest he or she has in the outcome of the determination; and
 - 9.4.6.2 not communicate with one party without the knowledge of the other.
- 9.4.7 Council and the Landowner will:
 - 9.4.7.1 bear their own costs in respect of any expert determination; and
 - 9.4.7.2 each pay one half of the Independent Expert's fees and costs.
- 9.4.8 Unless otherwise agreed between the parties, the Independent Expert must be engaged on terms that require the Independent Expert to notify the parties of his or her decision within 28 days from the date of acceptance by the Independent Expert of his or her appointment.
- 9.4.9 The Independent Expert will not be liable to the parties in respect of any matter, fact or thing arising out of, or in any way in connection with the expert determination process, except in the case of fraud.
- 9.4.10 The parties must enter into an agreement with the Independent Expert on such terms as are consistent with this clause 9.4, other relevant provisions of this agreement and the parties (acting reasonably and in good faith in accordance with this clause) and the Independent Expert may otherwise agree within seven days of the agreement on or nomination of the Independent Expert under clause 9.4.
- 9.4.11 The determination of the Independent Expert:
 - 9.4.11.1 must be in writing;
 - 9.4.11.2 is final and binding on the parties.

9.5 General Disputes

The parties acknowledge and agree that any other dispute (ie, a dispute other than an Expert Referral Dispute) arising out of or in any way connected with or relating to this deed (**General Dispute**) must be resolved in accordance with the following procedure:

- 9.5.1 any General Dispute is to be notified by one party to the other (**General Dispute Notice**);

- 9.5.2 the parties must endeavour to meet to attempt to negotiate a resolution of the dispute as soon as practicable after receiving a General Dispute Notice and before resorting to litigation; and
- 9.5.3 if the parties fail to resolve the General Dispute within seven days after a General Dispute Notice is given either Party may commence proceedings to have the General Dispute determined by a court.

9.6 Performance of obligations pending resolution of dispute

The parties must continue to perform their respective obligations under this deed, notwithstanding that a Dispute may exist, to the extent that those obligations are not the subject matter of the Dispute.

9.7 Urgent relief

Nothing in this clause 9 prevents a party from commencing, or forces a party to delay commencing, proceedings in a court seeking urgent interlocutory, injunctive or declaratory relief, where a party reasonably considers it necessary to do so in order to protect its position.

9.8 Survive termination

This clause will survive termination of this agreement for any reason.

10. MISCELLANEOUS

10.1 Relationship between the parties

10.1.1 This agreement does not create a relationship of employment, agency or partnership between the parties.

10.1.2 No party has the authority to act for or incur any liability or obligation pursuant to this agreement as agent for or on behalf of the other party except as expressly provided in or contemplated by this agreement.

10.2 Alteration

This agreement may be altered only in writing signed by each party.

10.3 Approvals and consents

Unless otherwise provided, a party may in its discretion give (conditionally or unconditionally) or withhold any approval or consent under this agreement.

10.4 Assignment

A party must not assign or otherwise deal with this agreement or any right under it without the written consent of the other party.

10.5 Entire agreement

This agreement:

- 10.5.1 constitutes the entire agreement between the parties about its subject matter;

10.5.2 supersedes any prior understanding, agreement, condition, warranty, indemnity or representation about its subject matter.

10.6 Waiver

A waiver of a provision of or right under this agreement:

10.6.1 must be in writing signed by the party giving the waiver;

10.6.2 is effective only to the extent set out in the written waiver.

10.7 Exercise of power

10.7.1 The failure, delay, relaxation or indulgence by a party in exercising a power or right under this agreement is not a waiver of that power or right.

10.7.2 An exercise of a power or right under this agreement does not preclude a further exercise of it or the exercise of another right or power.

10.8 Survival

Each indemnity, obligation of confidence and other term capable of taking effect after the expiration or termination of this agreement, remains in force after the expiration or termination of this agreement.

10.9 Governing law

10.9.1 This agreement is governed by the law in South Australia.

10.9.2 The parties irrevocably submit to the non-exclusive jurisdiction of the courts in South Australia.

11. GST

11.1 In this clause an expression defined in the *A New Tax System (Goods and Service Tax) Act 1999* (Cth) has the meaning given to it in that Act.

11.2 If a party makes a supply under or in connection with this agreement in respect of which GST is payable, the consideration for the supply is increased by an amount equal to the GST payable by the supplier on the supply.

11.3 A party need not make a payment for a taxable supply under or in connection with this agreement until it receives a tax invoice for the supply.

12. NOTICES

12.1 A notice, demand, consent, approval or communication under this agreement (**Notice**) must be:

12.1.1 in writing, in English and signed by a person authorised by the sender;
and

- 12.1.2 hand delivered or sent by pre paid post or facsimile to the recipient's address or facsimile number specified below, as varied by any Notice given by the recipient to the sender.
- 12.2 At the date of this agreement, the addresses and facsimile numbers for Notices are set out in Item 3 of the Schedule.
- 12.3 A Notice is deemed to be received:
- 12.3.1 if hand delivered, on delivery;
- 12.3.2 if sent by prepaid mail, three Business Days after posting (or seven Business Days after posting if posting to or from a place outside Australia);
- 12.3.3 if sent by facsimile, at the time and on the day shown in the sender's transmission report, if it shows that the entire Notice was sent to the recipient's facsimile number last Notified by the recipient to the sender.

However if the Notice is deemed to be received on a day that is not a Business Day or after 5:00pm, the Notice is deemed to be received at 9:00am on the next Business Day.

- 12.4 If two or more people comprise a party, Notice to one is effective Notice to all.

13. COSTS

- 13.1 Except as otherwise provided in this agreement or any document required by it, Council's costs (including legal costs) of preparing, negotiating and executing this agreement and any document required by it have been incorporated into the Contribution.
- 13.2 The Landowner must bear the Landowner's own costs of and incidental to this agreement and any document required by it.

Schedule

Item 1

Land

Allotment # in DP/FP # being the whole of the land comprised in Certificate of Title Volume # Folio #

Item 2

Prescribed Rate

\$#.# per square metre (exclusive of GST) subject to indexation in accordance with this agreement

Item 3

Details for Notices

City of Onkaparinga

Address:

Ramsay Place, Noarlunga Centre SA
5168/PO Box 1, Noarlunga Centre SA 5168

Facsimile no:

08 8382 8744

Attention:

Chief Executive Officer

[insert name]

Address:

[insert address]

Facsimile no:

#

Attention:

[insert contact]

TEMPLATE

EXECUTED as an agreement

COUNCIL

**Signed for City of Onkaparinga by its
authorised delegate in the presence of:**

.....
Signature of witness

.....
Signature of authorised delegate

.....
Name of witness (print)

.....
Name of authorised delegate (print)

.....
Position of authorised delegate

LANDOWNER

**Signed by [insert name] in the presence
of:**

.....
Signature of witness

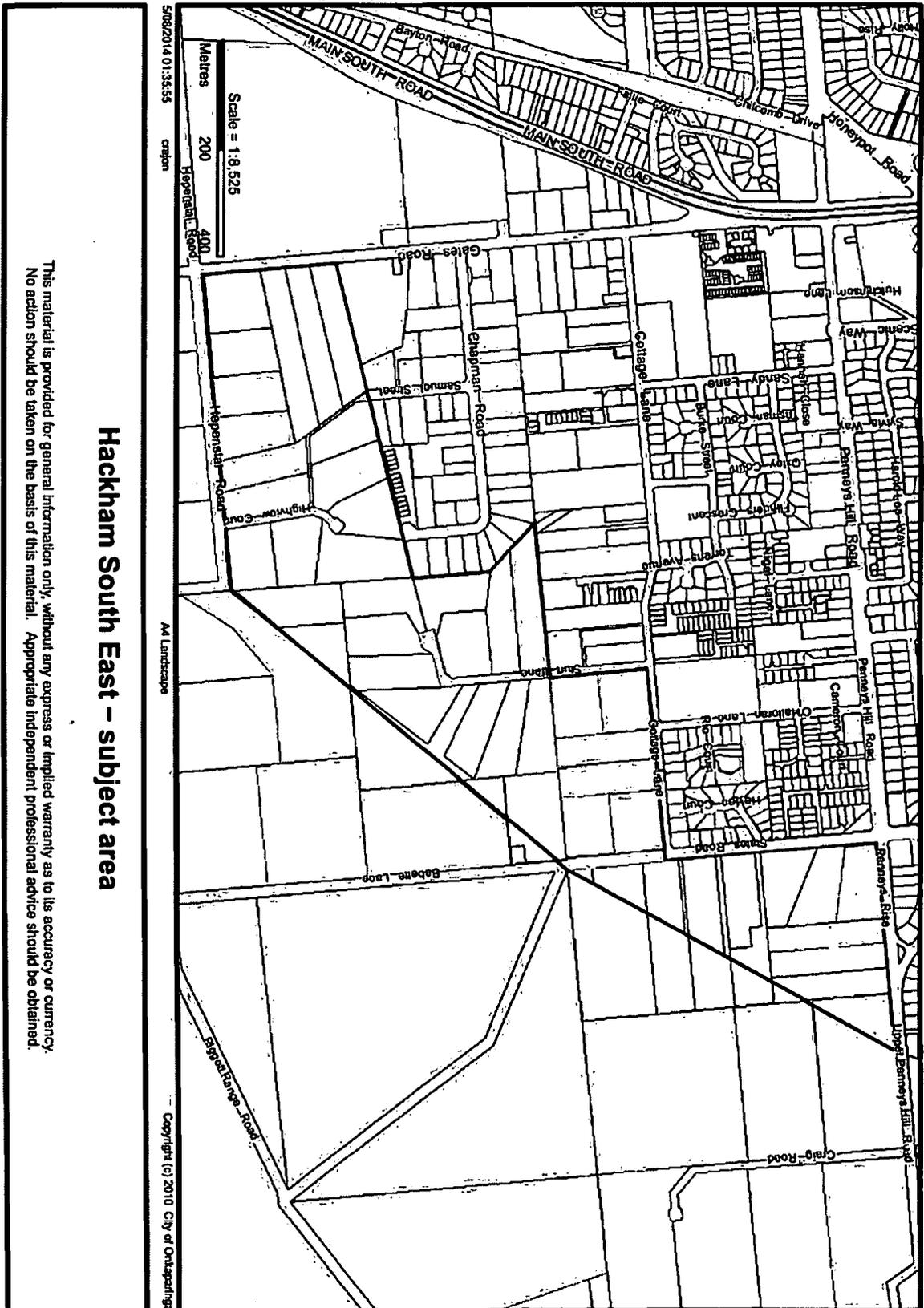
.....
Alan Kenneth Lawrence

.....
Name of witness (print)

TEMPLATE

TEMPLATE

Annexure A Site



Hackham South East – subject area

This material is provided for general information only, without any express or implied warranty as to its accuracy or currency. No action should be taken on the basis of this material. Appropriate independent professional advice should be obtained.

TEMPLATE

Annexure B Infrastructure Works

TEMPLATE

TEMPLATE

Annexure C Land Management Agreement

TEMPLATE

TEMPLATE

Annexure D Land Within Site

TEMPLATE

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

To the Registrar-General:

1. **City of Onkaparinga (Council)** of Ramsay Place, Noarlunga Centre SA 5168 has entered into the attached Land Management Agreement dated 6.2.2015 (**Agreement**) with **Lyndon James Phillips** and **Janette Robyn Phillips** both of 76 Gates Road, Hackham SA 5163 pursuant to s 57(2) of the *Development Act 1993* (SA) (**Act**).
2. The Agreement relates to the whole of the land comprised in Certificate of Title Volume 5088 Folio 858 (**Land**).
3. Council applies pursuant to s 57(5) of the Act to note the Agreement against the Land.

Date: 6th February 2015

Signed as delegate for **City of Onkaparinga** under Section 20 of the *Development Act 1993*:

.....
Signature of authorised delegate

.....
Signature of witness

MARK DAWD
.....
Full name of authorised delegate (print)

CRAM JONES
.....
Name of witness (print)

CEO
.....
Position of authorised delegate