#### Form 1 - Vendor's statement

#### (Section 7 Land and Business (Sale and Conveyancing) Act 1994)

#### **Contents**

**Preliminary** 

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Part B - Purchaser's cooling-off rights and proceeding with the purchase

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#### **Preliminary**

#### To the purchaser:

The purpose of a statement under section 7 of the Land and Business (Sale and Conveyancing) Act 1994 is to put you on notice of certain particulars concerning the land to be acquired.

If you intend to carry out building work on the land, change the use of the land or divide the land, you should make further inquiries to determine whether this will be permitted. For example, building work may not be permitted on land not connected to a sewerage system or common drainage scheme if the land is near a watercourse, dam, bore or the River Murray and Lakes.

The Aboriginal Heritage Act 1988 protects any Aboriginal site or object on the land. Details of any such site or object may be sought from the "traditional owners" as defined in that Act.

If you desire additional information, it is up to you to make further inquiries as appropriate.

#### Instructions to the vendor for completing this statement:

means the Part, Division, particulars or item may not be applicable.

If it is applicable, ensure the box is ticked and complete the Part, Division, particulars or item.

If it is <u>not</u> applicable, ensure the box is empty or strike out the Part, Division, particulars or item. Alternatively, the Part, Division, particulars or item may be omitted, <u>but not</u> in the case of an item or heading in the table of particulars in Division 1 of the Schedule that is required by the instructions at the head of that table to be retained as part of this statement.

All questions must be answered with a YES or NO (inserted in the place indicated by a rectangle or square brackets below or to the side of the question).

If there is insufficient space to provide any particulars required, continue on attachments.

#### Part A - Parties and land

1	Purchaser:
_	Turchaser.
	Address:
2	Purchaser's registered agent:
	Address:
2	Vendor:
3	veridor:
	Address:
4	Vendor's registered agent:
	Josh Morrison
	Address:
	74 Brighton Road
_	Glenelg East SA 5045
5	Date of contract (if made before this statement is served):
6	Description of the land: [Identify the land including any certificate of title reference]
	Certificate of Title - Volume: 5133 Folio: 655 20 Maxwell Avenue, Edwardstown SA 5039
	Allotment 5 Filed Plan 9334 In the Area named Edwardstown
	Hundred of Adelaide

#### Part B - Purchaser's cooling-off rights and proceeding with the purchase

#### To the purchaser:

Right to cool-off (section 5)

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

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

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

#### 2-Time for service

The cooling-off notice must be served-

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

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

#### 3-Form of cooling-off notice

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

#### 4-Methods of service

The cooling-off notice must be-

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

74 Brighton Road, Glenelg East SA 5045

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

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

iosh@magain.com.au

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

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

74 Brighton Road Glenelg East SA 5045

being the agent's address for service under the Land Agents Act 1994

an address nominated by the agent to you for the purpose of service of the notice

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

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

#### 5-Effect of service

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

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

#### Proceeding with the purchase

If you wish to proceed with the purchase-

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

#### Part C - Statement with respect to required particulars

(section 7(1))

Tothe purchaser:	
I/We	
of	
beingthe	in relation to the transaction state that the Schedule contains
vendor(s)/person authorised to act on behalf of the vendor(s)	o section 7(1) of the Land and Business (Sale and Conveyancing) Act 1994.
Date:	Date:
Signed	Signed
Date:	Date:
Signed Signed	Signed Signed
Signed	Signed
Part D-Certificate with respect to prescrib (section 9)  To the purchaser:	bed inquiries by registered agent
I, Josh Morrison	
certify that the responses that the responses / that, subject to the exceptions stated below, the	to the inquiries made pursuant to section 9 of the Land and
Business (Sale and Conveyancing) Act 1994 confirm the c	completeness and accuracy of the particulars set out in the Schedule.
Exceptions:	
· ·	
Date:	
Signed:	By: Vendor's agent
	Purchaser's agent
	<ul><li>Person Authorised to act on behalf of Vendor's agent</li></ul>

Person Authorised to act on behalf of Purchaser's agent

# Schedule - Division 1 - Particulars of mortgages charges and prescribed encumbrances affecting the land (section 7(1)(b))

#### Note-

Section 7(3) of the Act provides that this statement need not include reference to charges arising from the imposition of rates or taxes less than 12 months before the date of service of the statement.

Where a mortgage, charge or prescribed encumbrance referred to in column 1 of the table below is applicable to the land, the particulars in relation to that mortgage, charge or prescribed encumbrance required by column 2 of the table must be set out in the table (in accordance with the instructions in the table) unless -

- (a) there is an attachment to this statement and-
  - (i) all the required particulars are contained in that attachment; and
  - (ii) the attachment is identified in column 2; and
  - (iii) if the attachment consists of more than 2 sheets of paper, those parts of the attachment that contain the required particulars are identified in column 2; or
- (b) the mortgage, charge or prescribed encumbrance-
  - (i) is 1 of the following items in the table:
    - (A) under the heading 1. General-
      - 1.1 Mortgage of land
      - 1.4 Lease, agreement for lease, tenancy agreement or licence
      - 1.5 Caveat
      - 1.6 Lien or notice of a lien
    - (B) under the heading 36. Other charges-
      - 36.1 Charge of any kind affecting the land (not included in another item); and
  - (ii) is registered on the certificate of title to the land; and
  - iii) is to be discharged or satisfied prior to or at settlement.



### Table of particulars

Column 1 Column 2 Column 3

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

[If an item is not applicable, ensure that the box for the item is empty or else strike out the item or write

"NOT APPLICABLE" or "N/A" in column 1.

Alternatively, the item and any inapplicable heading may be omitted, but not in the case of-

(a) the heading "1. General" and items 1.1, 1.2, 1.3 and 1.4; and

(b) the heading "5. Development Act 1993 (repealed)" and item 5.1; and

(c) the heading "6. Repealed Act conditions" and item 6.1; and

(d) the heading "29. Planning, Development and Infrastructure Act 2016" and items 29.1 and 29.2,

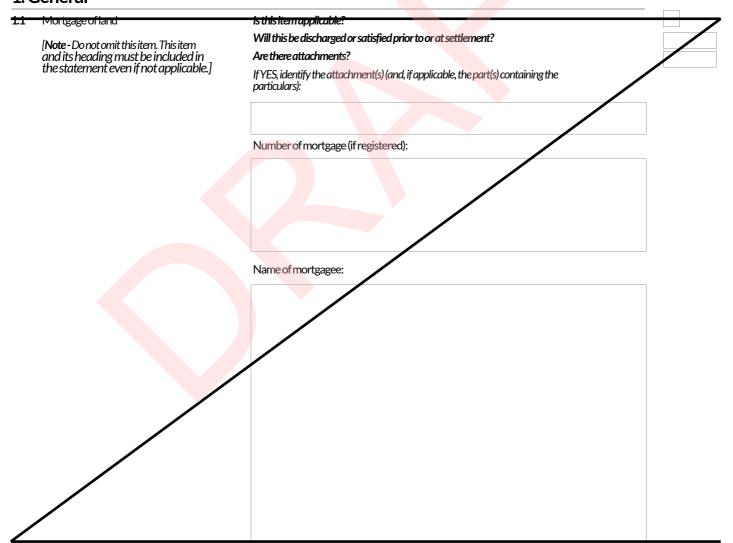
which must be retained as part of this statement whether applicable or not.]

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

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

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

### 1. General



#### 1.2 Easement

(whether over the land or annexed to the land)

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

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

#### Is this item applicable?

#### Will this be discharged or satisfied prior to or at settlement?

#### Are there attachments?

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

Property Interest Report

Description of land subject to easement:

Portion of the land in Certificate of title - Volume: 5133 Folio: 655
20 Maxwell Avenue, Edwardstown SA 5039

Nature of easement:

Statutory Easement to SA Power Networks (including those related to gas, water and sewage) may exist.

Are you aware of any encroachment on the easement?

No

If YES, give details:

If there is an encroachment, has approval for the encroachment been given?

If YES, give details:

# 

Nο

Yes

1.4 Lease, agreement for lease, tenancy agreement or licence

(The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)

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

#### Is this item applicable?

#### Will this be discharged or satisfied prior to or at settlement?

#### Are there attachments?

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

•			
Residential Tenancy Agreement and Lease Extensions			
Name of parties:			
Jesse Jones			
David of lagge agreement for lagge ster			
Period of lease, agreement for lease etc:			
From 13/02/2023			
to 12/02/2026			
Amount of rent or licence fee:			
\$ 820.00 per Week (period)			
Is the lease, agreement for lease etc in writing?			
Yes			
If the lease or licence <mark>was</mark> granted u <mark>nder an Act relating to</mark> the disposal of Crown lands, specify -			
(a) the Act under which the lease or licence was granted:			
(a) the Act under which the lease of ficerice was granted.			
(b) the outstanding amounts due (including any interest or penalty):			

No

Yes

### 5. Development Act 1993 (repealed)

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

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

Is this item applicable?

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

Council Search, Development Approval: 100/1996/0129, 100/2006/1122 and 100/2000/1469

#### Condition(s) of authorisation:

Development Approval: 100/1996/0129

Development Description: Carport Building Classification - 10A

Date of Decision: 12/2/96

Development Approval: 100/2006/1122 Development Description: Freestanding Garage

Date of Decision: 05/06/2006

Development Approval: 100/2000/1469

Development Description: Garage Building Classification - 10A

Date of Decision: 28/9/2000

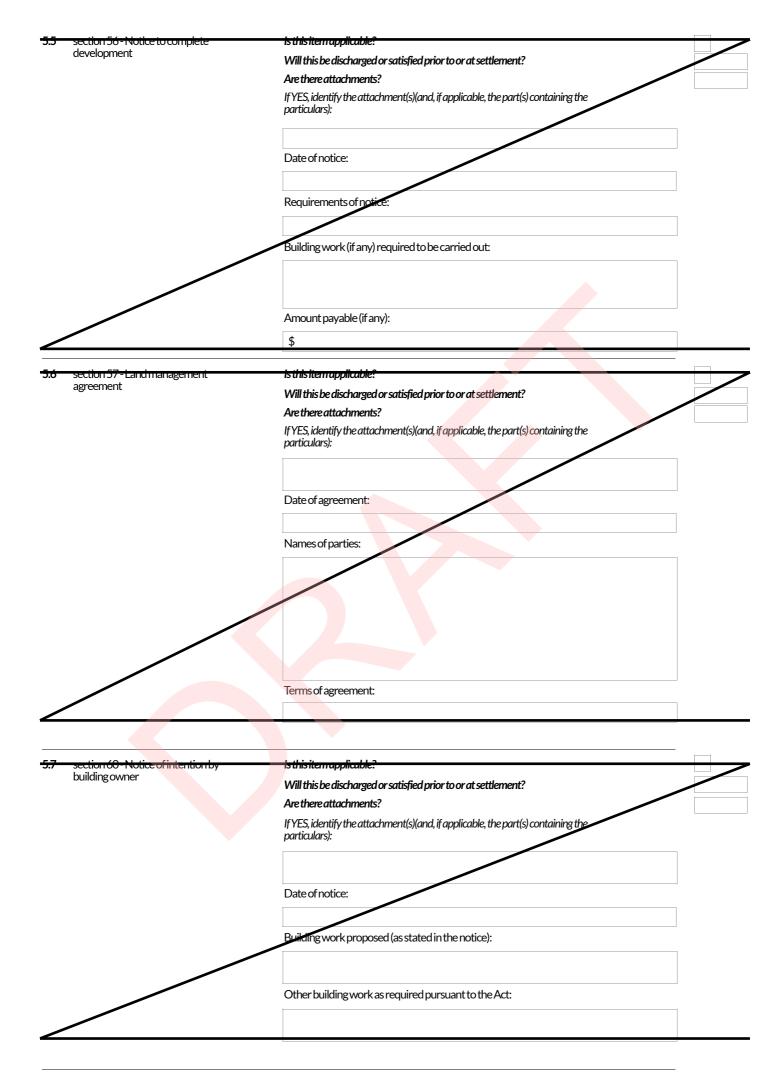


No





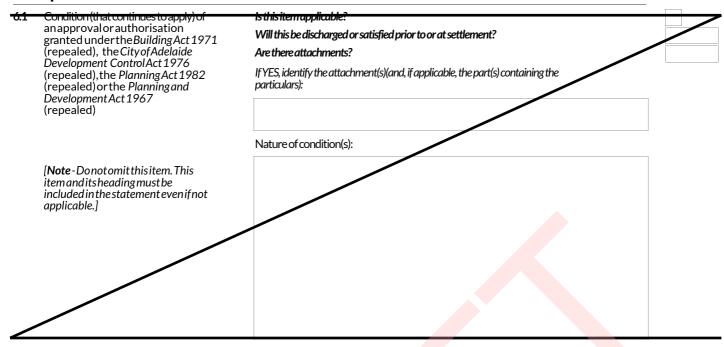
<del>5.2</del>	section 50(1) Requirement to vest land in a council or the Crown to be	ls this item applicable?	
	land in a council or the Crown to be	Will this be discharged or satisfied prior to or at settlement?	
	held as open space	Are there attachments?	
		If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):	
		Date requirement given:	
		Name of body giving requirement:	
		Nature of requirement:	
		Contribution not cable /if any /t	
		Contribution payable (if any):	
_		\$	
			_
<del>5.9</del>	section 50(2) - Agreement to yest	ls this item applicable?	
0.0	land in a council or the Crown to be	Will this be discharged or satisfied prior to or at settlement?	
	held as open space	Are there attachments?	
		If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):	
		Date of agreement:	
		Names of parties:	
		Towards	
		Terms of agreement:	
		Contribution payable (if any):	
		\$	
- A	: FF O L .	1.41.2	_
J. <del>1</del>	performwork	Is this item applicable?	
		Will this be discharged or satisfied prior to or at settlement?	
		Are there attachments?	
		If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):	
		Date of order:	
		Terms of order:	
		lemsonade.	
		Building work (if any) required to be carried out:	
		Amount payable (if any):	
		\$	
	-	Ψ	



5.8 section 69 - Emergency order	is this item applicable?	
	Will this be discharged or satisfied prior to or at settlement?	
	Are there attachments?	
	If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):	
	Date of order:	
	Butedroider	
	Name of authorised officer who made order:	
	Name of authority that appointed the authorised officer:	
	Nature of order:	
	Amount payable (if any):	
	\$	
5.9 section 71-Fire safety notice	is this item applicable?	
Section 7.1 The States, House	Will this be discharged or satisfied prior to or at settlement?	
	Are there attachments?	
	If YES, identify the attachment(s)(and, if applicable, the part(s) containing the	
	particulars):	
	Date of notice:	
	Name of authority giving notice:	
	Requirements of notice:	
	Building work (if any) required to be carried out:	
	Amount payable (if any):	
	\$	
	7	
5.10 section 84-Enforcement notice	ls this item applicable?	
Coston C. Emorganic Mode	Will this be discharged or satisfied prior to or at settlement?	
	Are there attachments?	
	If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):	
	Data of natics air on:	
	Date of notice given:	

<del>5.10</del>	section 84-Enforcement notice	Name of relevant authority giving notice.	
	(continued)		
		Nature of directions contained in notice:	
		Building work (if any) required to be carried out:	l
		building work in my/required to be carried out.	ı
		Amount payable (if any):	
		\$	
		Ψ	
<del>5.11</del>	section 85(6), 85(10) or 106 Enforcement order	Isthisitemapplicable?	
	Enforcement order	Will this be discharged or satisfied prior to or at settlement?	
		Are there attachments?	
		If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):	
		particular sy.	ı
		Date order made:	
		Name of court that made order:	
		Name of court triat made order.	ı
		Action number:	'
		Names of parties.	
		Terms of order:	
		icinsolotuci.	ı
		Building work (if any) required to be carried out:	
5.12	Part 11 Division 2 - Proceedings	isthisitemapplicable?	
		Will this be discharged or satisfied prior to or at settlement?	
		Are there attachments?	
		If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):	
		particulars).	
		Date of commencement of proceedings:	
		Date of determination or order (if any):	
		T (11 ' 1' 1 1' 1' 1' 1' 1' 1' 1' 1' 1' 1'	
		Terms of determination or order (if any):	
		<u> </u>	

### 6. Repealed Act conditions



7.1 section 16 - Notice to pay levy	Is this item applicable?	~
	Will this be discharged or satisfied prior to or at settlement?	Ye
	Are there attachments?	Ye
	If YES, identify the attac <mark>hme</mark> nt(s)(and, if applicable, the part(s) containing the particulars):	,
	Certificate of Emergency Services Levy payable	
	Date of notice:	
	18-11-2025	
	18-11-2025  Amount of levy payable:	

### 19. Land Tax Act 1936

19.1 Notice, order or demand for payment of land tax

Is this item applicable?

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

Certificate of Land Tax payable

Date of notice, order or demand:

18/11/2025

Amount payable (as stated in the notice):

\$2,617.03



Yes Yes

### 21. Local Government Act 1999

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

#### Is this item applicable?

Will this be discharged or satisfied prior to or at settlement?

#### Are there attachments?

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

Local Government search - rates page

Date of notice, order etc:

18/11/2025

Name of council by which, or person by whom, notice, order etc is given or made:

City of Marion

Land subject thereto:

Certificate of title - Volume: 5133 Folio: 655 20 Maxwell Avenue, Edwardstown SA 5039

Nature of requirements contained in notice, order etc:

General rates 2025/2026 Financial Year

Time for carrying out requirements:

Refer to the Local Government Rates search

Amount payable (if any):

\$1,392.40



Yes Yes

### 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 attachment even if not applicable.]

Is this item applicable?

Will this be discharged or satisfied prior to or at settlement?

#### Are there attachments?

If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):

Property Interest Report and Data extract for section 7 search purposes

Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):

Zones: Established Neighbourhood (EN)

Subzones: No

Zoning overlays: See attached Data extract for section 7 search purposes

Is there a State heritage place on the land or is the land situated in a State heritage area?

Is the land designated as a local heritage place?

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?

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?

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



No

Yes

No

No

No

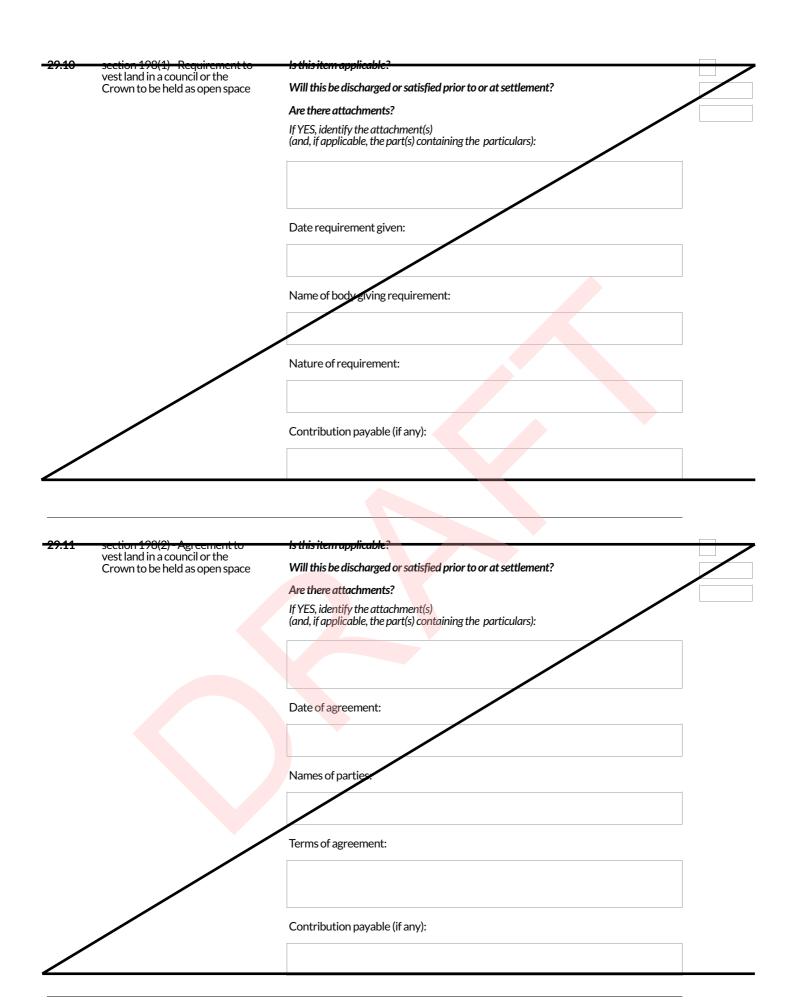
Yes

-20-2		Is this item applicable?	
27.2	(that continues to apply) of	Will this be discharged or satisfied prior to or at settlement?	
	a development authorisation		
		Are there attachments?  If VES identify the attachment(s)	
	[Note - Do not omit this item.	If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
	The item and its heading must be included in the attachment even if not applicable.]		1
	ечет і посаррікаріє.		
		Date of authorisation:	
		Name of relevant authority that granted authorisation:	
		Condition(s) of authorisation:	1
<del>-27.3</del>	section 139 Notice of proposed work and notice may	Is this item applicable?	
	require access	Will this be discharged or satisfied prior to or at settlement?	
		Are there attachments?	
		If YES, identify the atta <mark>chment(s)</mark> (and, if applicable, the par <mark>t(s) conta</mark> ining the particulars):	
			1
		Date of notice:	
		Name of person giving notice of proposed work:	
		Traine of person giving refree or proposed work.	
		Building work proposed (as stated in the notice):	
		Other building work as required pursuant to the Act:	
_			
/			

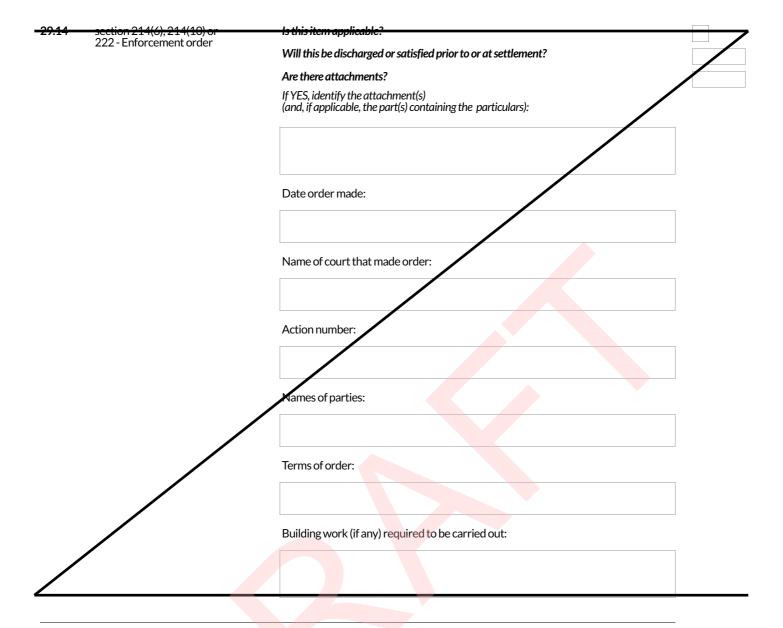
20.4 continue 4.40. Notice recoverations	le this item envised le?	
access	••	7
	Will this be discharged or satisfied prior to or at settlement?	
	Are there attachments?  If VES identify the attachment(s)	
	If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
	Date of notice:	
	Name of person requesting access:	
	Reason for which access is sought (as stated in the notice):	
	Activity of work to be carried out:	
	Activity of work to be carried out.	
29.5 section 144 Order to remove	Is this itemapplicable?	_
or perform work	Will this be discharged or satisfied prior to or at settlement?	
	Are there attachments?	
	If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
	(and, if applicable, the partis) containing the particulars).	
	Date of order:	
	Terms of order:	<del></del> '
	Building work (if any) required to be carried out:	
	Amount payable (if any):	
	Amount payable (if any):	

<del>- 22 /.</del>	section 142 - Notice to complete	Is this item applicable?	
27.0	development	Will this be discharged or satisfied prior to or at settlement?	
		Are there attachments?	
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Requirements of notice:	
		Building work (if any) required to be carried out:	
		Amount payable (if any):	4
		Amount payable (ii any).	7
			_
<del>-29.7</del>	section 155 - Emergency order	Is this item applicable?	
27.7	Section 199 Emergency order	Will this be discharged or satisfied prior to or at settlement?	
		Are there attachments?	
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of order:	_
		Name of authorised office who made order:	_
		Name of authority that appointed the authorised officer:	_
		Nature of order:	_
		Amount payable (if any):	
	•		
			T. Control of the Con

20.0 section 157. Fine select unation	Is this item applicable?	
27.0 Section 137 The sarety notice		
	Will this be discharged or satisfied prior to or at settlement?	
	Are there attachments?	
	If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
	Date of notice:	
	Date of Hotice.	
	Name of authority giving notice:	
	Requirements of notice:	
	Building work (if any) required to be carried out:	
	building work (if arry) required to be carried out.	
	Amount payable (if any):	
	Amount payable (il alty).	
		<del></del>
29.9 section 192 or 193 Land management agreement	Is this item applicable?	
management agreement	Will this be discharged or satisfied prior to or at settlement?	
	Are there attachments?	
	If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
	(ana, if applicable, the part(s) containing the particulars):	
	Date of agreement:	
	Names of parties:	
	Terms of agreement:	
	remisoragreement.	



<del>-27.12</del>	Part 16 Division 1 - Proceedings	ls this item applicable?	
		Will this be discharged or satisfied prior to or at settlement?	
		Are there attachments?	
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		(and, if applicable, the part(s) containing the particulars):	
		Date of commencement of proceedings:	
		Date of commencement of proceedings.	7
		Date of determination or order (if any):	_
		Date of determination of der (if arry).	7
		Terms of determination or order (if any):	
		terms of determination of order (if any).	7
			=
-20.42	acation 040. Enforcement nation	Is this item applicable?	
27.10	Section 210 Enforcement notice	Will this be discharged or satisfied prior to or at settlement?	
		Are there attachments?	
		If YES, identify the at <mark>tach</mark> ment(s) (and, if applicable, the part(s) containing the particulars):	
		(and, if applicable, the part(s) containing the particulars):	
		Date notice given:	7
		Name of designated authority giving notice:	7
		Natura of Parties and in adia action	_
		Nature of directions contained in notice:	٦
		Building work (if any) required to be carried out:	
		Amount payable (if any):	
	•		



### 34. Water Industry Act 2012

34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement

Is this item applicable?

Will this be discharged or satisfied prior to or at settlement?

ve thereattachments:
f YES, identify the attachment(s)(and, if applicable, the part(s) containing the articulars):
SA Water certificate
Date of notice or order:
18/11/2025
Name or person or body who served notice or order:
South Australian Water Corporation
Amount payable (if any) as specified in the notice or order:
\$0.00
Nature of other requirement made (if any) as specified in the notice or order:
Payment of SA Water Rates and Charges

Yes

Yes

#### **ANNEXURES**

The follow								
Certificate(s)	of title to the	land						
Check search								
Historical sear	ch							
Γitle and valua	tion package	<b>:</b>						
Property Inter								
ocal Governr								
Data extract f								
Residential Te								
Certificate of I			y payable					
Certificate of I		able						
SA Water Cer								
Form R3 – Buy		ion Notice						
Form R7 - Wa	ning Notice							
							•	
	ACKNO	WI EDGEN	MENT OF DE	CCEIDT OF	FORM 1 - VI	ENDOP'S STA	TEMENT	
						ENDOR'S STA		
						ENDOR'S STA		
	(	Section 7, L	and and Bu	siness (Sale d	and Conveya	ncing) Act 1994	4)	
the abovenan	(	Section 7, L	and and Bu	siness (Sale d	and Conveya	ncing) Act 1994	4)	nexures as set out a
the abovenan	(	Section 7, L	and and Bu	siness (Sale d	and Conveya	ncing) Act 1994	4)	nexures as set out a
the abovenan	( ned Purchase	Section 7, L	and and Bus	<b>siness (Sale o</b> ge having r	and Conveyar	ncing) Act 1994	4)	nexures as set out a
the abovenan	( ned Purchase	Section 7, L	and and Bu	<b>siness (Sale o</b> ge having r	and Conveyar	ncing) Act 1994	4)	nexures as set out a
the abovenan	( ned Purchase	Section 7, L	and and Bus	<b>siness (Sale o</b> ge having r	and Conveyar	ncing) Act 1994	4)	nexures as set out a
the abovenan	( ned Purchase	Section 7, L	and and Bus	<b>siness (Sale o</b> ge having r	and Conveyar	ncing) Act 1994	4)	nexures as set out a

Purchaser(s)

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

Land and Business (Sale and Conveyancing) Regulations 2010 regulation 17

# **Buyers information notice**

Prescribed notice to be given to purchaser

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

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

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

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

#### **Safety**

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

#### **Enjoyment**

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

#### Value

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

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

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

Land and Business (Sale and Conveyancing) Act 1994 - section 24B Land and Business (Sale and Conveyancing) Regulations 2010 - regulation 21

# **Warning notice**

Financial and investment advice

A land agent or sales representative who provides financial or investment advice to you in connection with the sale or purchase of land or a business is obliged to tell you the following:

You should assess the suitability of any purchase of the land or business in light of your own needs and circumstances by seeking independent financial and legal advice.

NOTE: For the purposes of section 24B of the Act, an agent or sales representative who provides financial or investment advice to a person in connection with the sale or purchase of land or a business must:

- a) in the case of oral advice immediately before giving the advice, give the person warning of the matters set out in this Form orally, prefaced by the words "I am legally required to give you this warning"; or
- b) in the case of written advice at the same time as giving the advice or as soon as reasonably practicable after giving the advice, give the person this Form, printed or typewritten in not smaller than 12-point type.



Register Search (CT 5133/655) 17/11/2025 09:36PM THO/01674 20251117011751

REAL PROPERTY ACT, 1886



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



### Certificate of Title - Volume 5133 Folio 655

Parent Title(s) CT 4080/120

Creating Dealing(s) CONVERTED TITLE

Title Issued 22/07/1993 Edition 8 Edition Issued 28/01/2025

### **Estate Type**

**FEE SIMPLE** 

## **Registered Proprietor**

STEPHANIE JANE THORPE OF 20 MAXWELL AVENUE EDWARDSTOWN SA 5039

### **Description of Land**

ALLOTMENT 5 FILED PLAN 9334 IN THE AREA NAMED EDWARDSTOWN HUNDRED OF ADELAIDE

#### **Easements**

NIL

# **Schedule of Dealings**

NIL

#### **Notations**

Dealings Affecting Title NIL

Priority Notices NIL

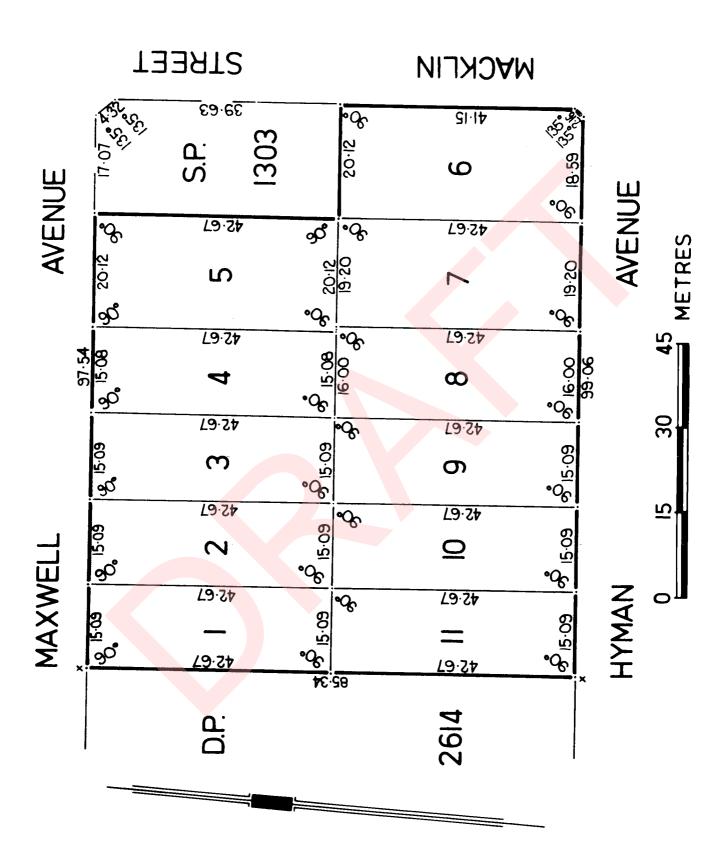
Notations on Plan NIL

Registrar-General's Notes NIL

Administrative Interests NIL

Land Services SA Page 1 of 2







Check Search 17/11/2025 09:36PM THO/01674 20251117011751

### **Certificate of Title**

Title Reference: CT 5133/655

Status: CURRENT

Edition: 8

# **Dealings**

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

# **Priority Notices**

NIL

# **Registrar-General's Notes**

No Registrar-General's Notes exist for this title



Land Services SA Page 1 of 1



Historical Search 17/11/2025 09:36PM THO/01674 20251117011751

### **Certificate of Title**

Title Reference: CT 5133/655

Status: **CURRENT** 

Parent Title(s): CT 4080/120

Dealing(s) Creating Title:

**CONVERTED TITLE** 

Title Issued: 22/07/1993

**Edition:** 8

# **Dealings**

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
22/01/2025	28/01/2025	14448975	DISCHARGE OF MORTGAGE	REGISTERE D	14118242
08/09/2023	13/09/2023	14118242	MORTGAGE	REGISTERE D	BENDIGO & ADELAIDE BANK LTD. (ACN: 068 049 178)
25/06/2021	30/06/2021	13555093	TRANSFER	REGISTERE D	STEPHANIE JANE THORPE
25/06/2021	30/06/2021	13555092	DISCHARGE OF MORTGAGE	REGISTERE	13270149
16/03/2020	19/03/2020	13270149	MORTGAGE	REGISTERE D	PEPPER FINANCE CORPORATION LTD. (ACN: 094 317 647)
16/03/2020	19/03/2020	13270148	DISCHARGE OF MORTGAGE	REGISTERE D	8822838
12/06/2003	24/06/2003	9611182	DISCHARGE OF MORTGAGE	REGISTERE D	8960621
14/09/2000	04/10/2000	8960621	MORTGAGE	REGISTERE D	CASH RESOURCES AUSTRALIA PTY. LTD.
19/01/2000	07/02/2000	8822838	MORTGAGE	REGISTERE D	WESTPAC BANKING CORPORATION
19/01/2000	07/02/2000	8822837	TRANSFER	REGISTERE D	GEOFREY TARTOOSIE
19/01/2000	07/02/2000	8822836	DISCHARGE OF MORTGAGE	REGISTERE D	7508978
28/05/1993	29/07/1993	7508978	MORTGAGE	REGISTERE D	COMMONWEALTH BANK OF AUSTRALIA
28/05/1993	29/07/1993	7508977	TRANSFER	REGISTERE D	GLENN NEIL CAMERON, MICHELLE JUNE MCLAREN

Land Services SA Page 1 of 1



Title and Valuation Package 17/11/2025 09:36PM THO/01674 20251117011751

### **Certificate of Title**

Title Reference CT 5133/655

Status CURRENT

Easement NO

Owner Number 12055527

Address for Notices 20 MAXWELL AV EDWARDSTOWN, SA 5039

**Area** 900m² (APPROXIMATE)

### **Estate Type**

Fee Simple

## **Registered Proprietor**

STEPHANIE JANE THORPE OF 20 MAXWELL AVENUE EDWARDSTOWN SA 5039

### **Description of Land**

ALLOTMENT 5 FILED PLAN 9334 IN THE AREA NAMED EDWARDSTOWN HUNDRED OF ADELAIDE

### **Last Sale Details**

Dealing Reference TRANSFER (T) 13555093

**Dealing Date** 24/06/2021

**Sale Price** \$846,000

Sale Type FULL VALUE / CONSIDERATION AND WHOLE OF LAND

### **Constraints**

**Encumbrances** 

NIL

**Stoppers** 

NIL

### **Valuation Numbers**

Valuation Number	Status	Property Location Address
100102800*	CURRENT	20 MAXWELL AVENUE, EDWARDSTOWN, SA 5039

### **Notations**

**Dealings Affecting Title** 

NIL

**Notations on Plan** 

Land Services SA Page 1 of 3



Title and Valuation Package 17/11/2025 09:36PM THO/01674 20251117011751

NIL

#### **Registrar-General's Notes**

NIL

#### **Administrative Interests**

NIL

#### **Valuation Record**

Valuation Number 100102800\*

Type Site & Capital Value

Date of Valuation 01/01/2025

Status CURRENT

**Operative From** 01/07/1966

Property Location 20 MAXWELL AVENUE, EDWARDSTOWN, SA 5039

Local Government MARION

Owner Names STEPHANIE JANE THORPE

Owner Number 12055527

Address for Notices 20 MAXWELL AV EDWARDSTOWN, SA 5039

**Zone / Subzone** EN - Established Neighbourhood

Water Available Yes

Sewer Available Yes

Land Use 1100 - House

**Description** 5HVIGCPG

**Local Government** 

Description

Residential

### **Parcels**

Plan/Parcel	Title Reference(s)
F9334 ALLOTMENT 5	CT 5133/655

#### **Values**

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$770,000	\$1,050,000			
Previous	\$720,000	\$930,000			

## **Building Details**

Valuation Number 100102800\*

Building Style Bungalow

Land Services SA Page 2 of 3



Title and Valuation Package 17/11/2025 09:36PM THO/01674 20251117011751

Year Built 1924

Building Condition Basic

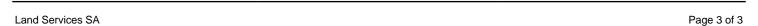
Wall Construction Brick

Roof Construction Galvanised Iron

**Equivalent Main Area** 128 sqm

Number of Main Rooms 5

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



## **Property Interest Report**

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

Title Reference CT 5133/655 Reference No. 2731567

Registered Proprietors S J\*THORPE Prepared 17/11/2025 21:36

Address of Property 20 MAXWELL AVENUE, EDWARDSTOWN, SA 5039

Local Govt. Authority THE CORPORATION OF THE CITY OF MARION

Local Govt. Address PO BOX 21 OAKLANDS PARK SA 5046

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

#### **Table of Particulars**

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

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

Prescribed encumbrance

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

#### 1. General

1.1 Mortgage of land

Refer to the Certificate of Title

Refer to the Certificate of Title

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

1.2 Easement

(whether over the land or annexed to the

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

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

1.3 Restrictive covenant

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

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.)

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

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

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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 State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title order 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 State Planning Commission in the Department for Housing and Urban Development approval or authorisation granted under the has no record of any conditions that continue to apply, affecting this title Building Act 1971 (repealed), the City of Adelaide Development Control Act, 1976 also (repealed), the Planning Act 1982 (repealed) or the Planning and Development Act Contact the Local Government Authority for other details that might apply 1967 (repealed) [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 An Emergency Services Levy Certificate will be forwarded. section 16 - Notice to pay levy 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

EPA (SA) does not have any current Orders registered on this title

### 8.

section 103N - Notice of declaration of

contamination)

special management area in relation to the land (due to possible existence of site

Environment Protection Act 1993 8.1 section 59 - Environment performance EPA (SA) does not have any current Performance Agreements registered on this title agreement that is registered in relation to the 8.2 section 93 - Environment protection order EPA (SA) does not have any current Environment Protection Orders registered on this that is registered in relation to the land title 8.3 section 93A - Environment protection order EPA (SA) does not have any current Orders registered on this title relating to cessation of activity that is registered in relation to the land 8.4 section 99 - Clean-up order that is registered EPA (SA) does not have any current Clean-up orders registered on this title in relation to the land 8.5 section 100 - Clean-up authorisation that is EPA (SA) does not have any current Clean-up authorisations registered on this title registered in relation to the land 8.6 section 103H - Site contamination EPA (SA) does not have any current Orders registered on this title assessment order that is registered in relation to the land section 103J - Site remediation order that is EPA (SA) does not have any current Orders registered on this title 8.7 registered in relation to the land

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8.8

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

# 16. Housing Improvement Act 2016

CT 5133/655 Page 4 of 13

16.1	Part 3 Division 1 - Assessment, improvement or demolition orders	Housing Safety Authority has no record of any notice or declaration affecting this title
16.2	section 22 - Notice to vacate premises	Housing Safety Authority has no record of any notice or declaration affecting this title
16.3	section 25 - Rent control notice	Housing Safety Authority has no record of any notice or declaration affecting this title
17. <i>La</i>	and 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. <i>La</i>	andscape 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
	and an analy	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

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	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. <i>La</i>	and 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. <i>La</i>	ocal 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 /	ocal Government Act 1999	
21. <i>La</i>	Joan Government Act 1333	
21. LC	Notice, order, declaration, charge, claim or demand given or made under the Act	Contact the Local Government Authority for other details that might apply
21.1	Notice, order, declaration, charge, claim or	Contact the Local Government Authority for other details that might apply
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  Contact the Local Government Authority for other details that might apply
21.1 <b>22.</b> <i>Lo</i> 22.1	Notice, order, declaration, charge, claim or demand given or made under the Act ocal Nuisance and Litter Control Act 2016 section 30 - Nuisance or litter abatement	Contact the Local Government Authority for other details that might apply
21.1 <b>22.</b> <i>Lo</i> 22.1	Notice, order, declaration, charge, claim or demand given or made under the Act ocal Nuisance and Litter Control Act 2016 section 30 - Nuisance or litter abatement notice	Contact the Local Government Authority for other details that might apply
21.1  22. Lo 22.1  23. M 23.1	Notice, order, declaration, charge, claim or demand given or made under the Act ocal Nuisance and Litter Control Act 2016 section 30 - Nuisance or litter abatement notice	Contact the Local Government Authority for other details that might apply  **Act 1972*  Transport Assessment Section within DIT has no record of any restriction affecting this.**
21.1  22. Lo 22.1  23. M 23.1	Notice, order, declaration, charge, claim or demand given or made under the Act ocal Nuisance and Litter Control Act 2016 section 30 - Nuisance or litter abatement notice letropolitan Adelaide Road Widening Plan section 6 - Restriction on building work	Contact the Local Government Authority for other details that might apply  **Act 1972*  Transport Assessment Section within DIT has no record of any restriction affecting this.**
21.1  22. Lo 22.1  23. M 23.1  24. M	Notice, order, declaration, charge, claim or demand given or made under the Act ocal Nuisance and Litter Control Act 2016 section 30 - Nuisance or litter abatement notice letropolitan Adelaide Road Widening Plan section 6 - Restriction on building work lining Act 1971 Mineral tenement (other than an exploration	Contact the Local Government Authority for other details that might apply  **Act 1972*  Transport Assessment Section within DIT has no record of any restriction affecting this title  Mineral Tenements in the Department of Energy and Mining has no record of any
21.1  22. Lo 22.1  23. M 23.1  24. M 24.1	Notice, order, declaration, charge, claim or demand given or made under the Act  ocal Nuisance and Litter Control Act 2016 section 30 - Nuisance or litter abatement notice  letropolitan Adelaide Road Widening Plan section 6 - Restriction on building work  lining Act 1971  Mineral tenement (other than an exploration licence) section 9AA - Notice, agreement or order to	Contact the Local Government Authority for other details that might apply  **Act 1972*  Transport Assessment Section within DIT has no record of any restriction affecting this title  Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title
21.1  22. Lo 22.1  23. M 23.1  24. M 24.1  24.2	Notice, order, declaration, charge, claim or demand given or made under the Act  cal Nuisance and Litter Control Act 2016  section 30 - Nuisance or litter abatement notice  letropolitan Adelaide Road Widening Plan  section 6 - Restriction on building work  lining Act 1971  Mineral tenement (other than an exploration licence)  section 9AA - Notice, agreement or order to waive exemption from authorised operations  section 56T(1) - Consent to a change in	Contact the Local Government Authority for other details that might apply  **Act 1972*  Transport Assessment Section within DIT has no record of any restriction affecting this title  Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title  Contact the vendor for these details

Contact the vendor for these details

Contact the vendor for these details

Contact the vendor for these details

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24.6

24.7

24.8

lease or licence

minerals

agreement

section 61 - Agreement or order to pay compensation for authorised operations

section 82(1) - Deemed consent or

section 75(1) - Consent relating to extractive

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 Native Vegetation Act 1991

25.

25.1 DEW Native Vegetation has no record of any agreement affecting this title Part 4 Division 1 - Heritage agreement

also

Refer to the Certificate of Title

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

_0.	Matural Nesources Management Act 2004 (1	cpculcu)
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
20.0	agation 107 Nation requiring control or	The regional landesons board has no record of any notice offecting this title

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

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

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

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

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

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

#### 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

State Planning Commission in the Department for Housing and Urban Development

29.7 section 155 - Emergency order

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		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	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
	space	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
	Space	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
	order	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. <i>P</i>	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. <i>P</i>	Public and Environ <mark>mental</mark> Health <mark>Act</mark> 1987 (	repealed)
21.1	Part 3 - Notice	Public Health in DHW has no record of any notice or direction affecting this title
31.1		also
		Contact the Local Government Authority for other details that might apply
31.2	Public and Environmental Health (Waste	Public Health in DHW has no record of any condition affecting this title
	Control) Regulations 2010 (or 1995) (revoked) Part 2 - Condition (that continues to	also
	apply) of an approval	Contact the Local Government Authority for other details that might apply
31.3	Public and Environmental Health (Waste Control) Regulations 2010 (revoked)	Public Health in DHW has no record of any order affecting this title
	regulation 19 - Maintenance order (that has not been complied with)	also  Contact the Local Government Authority for other details that might apply
		To the Local Covernment numbers for other details that might upply

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 Public Health in DHW has no record of any direction or requirement affecting this title spread of disease 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) Public Health in DHW has no record of any condition affecting this title

Regulations 2013 Part 4 - Condition (that continues to apply) of an approval

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

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

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### Other Particulars

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

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

### **Additional Information**

The following additional information is provided for your information only.

	These items are not prescribed encumbrances or other particulars prescribed under the Act.				
1.	Pipeline Authority of S.A. Easement	Epic Energy has no record of a Pipeline Authority Easement relating to this title			
2.	State Planning Commission refusal	No recorded State Planning Commission refusal			
3.	SA Power Networks	SA Power Networks has no interest other than that recorded on the attached notice or registered on the Certificate of Title			
4.	South East Australia Gas Pty Ltd	SEA Gas has no current record of a high pressure gas transmission pipeline traversing this property			
5.	Central Irrigation Trust	Central Irrigation Trust has no current records of any infrastructure or Water Delivery Rights associated to this title.			
6.	ElectraNet Transmission Services	ElectraNet has no current record of a high voltage transmission line traversing this property			
7.	Outback Communities Authority	Outback Communities Authority has no record affecting this title			
8.	Dog Fence (Dog Fence Act 1946)	This title falls outside the Dog Fence rateable area. Accordingly, the Dog Fence Board holds no current interest in relation to Dog Fence rates.			
9.	Pastoral Board (Pastoral Land Management and Conservation Act 1989)	The Pastoral Board has no current interest in this title			
10.	Heritage Branch DEW (Heritage Places Act 1993)	Heritage Branch in DEW has no record of any World, Commonwealth or National Heritage interest affecting this title			
11.	Health Protection Programs – Department for Health and Wellbeing	Health Protection Programs in the DHW has no record of a public health issue that currently applies to this title.			

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### **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.

### LOCAL GOVERNMENT INQUIRY CERTIFICATE





Section 7 of Land and Business (Sale and Conveyancing) Regulations

Certificate No: 746 Date: Tuesday, 18 November 2025

Receipt No:

Reference No: Fax No:

PO Box 21, Oaklands Park South Australia 5046

245 Sturt Road, Sturt South Australia 5047

T (08) 8375 6600 F (08) 8375 6699

E council@marion.sa.gov.au

**Savvy Conveyancing** PO Box 7042 ADELAIDE SA 5000

## **CERTIFICATE**

Section 187 of the Local Government Act

112490 Assessment Number: 100102800\* Valuer General No.:

Lot: 5 FP: 9334 CT: 5133/655 Property Description:

Property Address: 20 Maxwell Avenue EDWARDSTOWN 5039

Owner: S J Thorpe

Additional Information:

I certify in terms of Section 187 of the Local Government Act the following rates and charges are outstanding as at the date of this certificate:

Rates/Natural Resources Lev	y:	Total
Rates for the current year (includes Regional Landscape Le	evy)	\$ 2,430.40
Overdue/Arrears		-\$ 338.00
Interest		\$ 0.00
Adjustments		\$ 0.00
Legal Fees		\$ 0.00
Less Payments Received		-\$ 700.00
Less Capping Rebate (if applicable)		\$ 0.00
Less Council Rebate		\$ 0.00
<b>Debtor:</b> Monies outstanding (which are a charge on the land	nd) in addition to Rates due	\$ 0.00
	<b>Total Outstanding</b>	\$ 1,392.40

Please be advised: The first instalment is due 1st September 2025 with four quarterly instalments falling due on 01/09/2025, 01/12/2025, 02/03/2026 and 01/06/2026. Fines will be added to any current amount not paid by the due date (at the rate prescribed in the Local Government Act 1999).

Please phone the Rates Dept on 8375 6600 prior to settlement to ascertain the exact balance of rates payable including fines if applicable.

**BPAY Details for Council Rates:** 

Biller Code: 9613

Reference Number: Assessment Number as above

### **CERTIFICATE**

Section 7 of Land and Business (Sale and Conveyancing) Act 1994



Savvy Conveyancing PO Box 7042 ADELAIDE SA 5000

Assessment No: 112490

Certificate of Title: Lot: 5 FP: 9334 CT: 5133/655

Property Address: 20 Maxwell Avenue EDWARDSTOWN 5039

Owner: S J Thorpe

Prescribed information statement in accordance with Section 7 of the Land and Business (Sale and Conveyancing) Act 1994:

Development Ad	ct 1993 (repealed)	
section 42- Condi	tion (that continues to apply) of a development authorisation?	100/1996/0129,
		100/2006/1122,
		100/2000/1469
section 50(1)—Red	quirement to vest land in a council or the Crown to be held as open space	Nil
section 50(2)—Ag	reement to vest land in a council or the Crown to be held as open space	Nil
section 55—Orde	r to remove or perform work	Nil
section 56—Notic	e to complete development	Nil
section 57—Land	management agreement	Nil
section 69—Emer	gency order	Nil
section 71—Fire s	afety notice	Nil
section 84—Enfor	cement notice	Nil
section 85(6), 85(1	0) or 106—Enforcement order	Nil
Part 11 Division 2	—Proceedings	Nil
Planning, Devel	opment an <mark>d Inf</mark> rastruc <mark>tur</mark> e Act 2016	
Part 5 – Planning	Is there a current amendment to the Planning and Design Code released	Click the link to
and Design Code	for public consultation by a designated entity on which consultation is	check if a Code
	continuing or on which consultation has ended but whose proposed	Amendment
	amendment has not yet come into operation?	applies:
		<u>Code</u>
		<u>Amendment</u>
		Map Viewer
	Title or other brief description of zone, subzone and overlay in which the	See attached
	land is situated (as shown in the Planning and Design Code)	PlanSA Data
	Is there a State heritage place on the land or is the land situated in a	Extract
	State heritage area?	
	Is the land designated as a local heritage place?	
	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?	
	dition (that continues to apply) of a development authorisation	
	3—Land management agreement	
	er to remove or perform work	Nil
	ce to complete development	Nil
section 155—Eme	<u> </u>	Nil
section 157—Fire	safety notice	Nil



section 198(1)—Requirement to vest land in a council or the Crown to be held as open	Nil
space section 198(2)—Agreement to vest land in a council or the Crown to be held as open space	Nil
Part 16 Division 1—Proceedings	Nil
section 213—Enforcement notice	Nil
section 214(6), 214(10) or 222—Enforcement order	Nil
Repealed Act conditions	
Condition (that continues to apply) of an approval or authorisation granted under the	Nil
Building Act 1971 (repealed), the City of Adelaide Development Control Act 1976 (repealed), the	
Planning Act 1982 (repealed) or the Planning and Development Act 1966 (repealed)	
Fire and Emergency Services Act 2005	
section 105F (or section 56 or 83 (repealed)—Notice to take action to prevent outbreak or	Nil
spread of fire	
Food Act 2001	
section 44—Improvement notice	Nil
section 46—Prohibition order	Nil
Housing Improvement Act 1940 (repealed)	
section 23—Declaration that house is undesirable or unfit for human habitation	Nil
Local Government Act 1934 (repealed)	
Notice, order, declaration, charge, claim or demand given or made under the Act	Nil
Local Government Act 1999	
Notice, order, declaration, charge, claim or demand given or made under the Act	Nil
Local Nuisance and Litter Control Act 2016	
section 30—Nuisance or litter abatement notice	Nil
Land Acquisition Act 1969	
section 10—Notice of intention to acquire	Nil
Public and Environmental Health Act 1987 (repealed)	
Part 3—Notice	Nil
Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2—	Nil
Condition (that continues to apply) of an approval	
Public and Env <mark>iron</mark> mental Health (Waste Control) Regulations 2010 (revoked) regulation 19—	Nil
Maintenance order (that has not been complied with)	
South Australian Public Health Act 2011	
section 92—Notice	Nil
South Australian Public Health (Wastewater) Regulations 2013 Part 4—Condition (that	Nil
continues to apply) of an approval	
Particulars of building indemnity insurance	Unknown

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

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

#### NO

Description of the nature of the development(s) approved:



#### 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 the 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.

The information herein is provided pursuant to the Council's obligations under Section 7 of the Land Business (Sales Conveyancing) Act 1994.

Only that information which is required to be provided has been given and that information should not be taken as a representation as to whether or not any other charges or encumbrances affect the subject land.

I, Harry Gunn, Administration Officer of the City of Marion certify that the information provided in these responses is correct.

Sign:

Date: Wednesday, 19 November 2025

### DEVELOPMENT ACT, 1993 DECISION NOTIFICATION FORM

#### **DEVELOPMENT APPLICATION NO. 100/2000/1469**

Page 1 of 1

Dated:

26/09/2000

Registered:

26/09/2000

TO:

Geofrey Tartoosie 20 Maxwell Avenue

EDWARDIOWN SA 5039

LOCATION OF

PROPOSED

DEVELOPMENT:

LOT: 5 FP: 9334 CT: 5133/655

20 MAXWELL AVENUE EDWARDSTOWN

NATURE OF PROPOSED DEVELOPMENT:

Garage

Building Classification – 10A

### IN RESPECT OF THIS PROPOSED DEVELOPMENT YOU ARE INFORMED THAT:-

No work can commence on the proposed development unless it is in strict compliance with the approved plans and details and any conditions of approval which are set out below. There are rights of appeal. Refer to important information on the back of this form.

# DEVELOPMENT APPROVAL IS GRANTED SUBJECT TO COMPLIANCE WITH THE FOLLOWING CONDITION(S)

(1) Stormwater

Stormwater shall be drained to the street water table.

Reasons for Conditions

To ensure adequate compliance with the provisions of the Development Act, 1993.

Date of Decision:

28 / 9 / 2000

Signed:

Authorised Officer

PLEASE READ THE INFORMATION ON THE BACK OF THIS FORM



ADMINISTRATION CENTRE: 245 STURT ROAD STURT S.A. 5047

POSTAL ADDRESS PO. BOX 21 OAKLANDS PARK S.A. 5046 OFFICE HOURS:
MONDAY TO FRIDAY
8,30A.M. TO 5.00RM.
TELEPHONE (08) 8375 6600
FACSIMILE (08) 8375 6699
EMAIL council@marion.sa.gov.au
www.marion.sa.gov.au

# DECISION NOTIFICATION FORM

**DEVELOPMENT ACT 1993** 

DEVELOPMENT APPLICATION

NUMBER:

100/1122/2006

DATED:

25/05/2006

REGISTERED ON:

25/05/2006

TO:

Geofrey Tartoosie 20 Maxwell Avenue Edwardstown SA 5039

LOCATION OF PROPOSED DEVELOPMENT

20 Maxwell Avenue Edwardstown 5039 LOT: 5 FP: 9334 CT: 5133/655

# DESCRIPTION OF PROPOSED DEVELOPMENT

Freestanding Garage

In respect of this proposed development you are informed that:

In respect of this proposed development you are informed that:				
NATURE OF DECISION	DECISION	DATE OF	NUMBER OF	
		DECISION	CONDITIONS	
Provisional Development Plan Consent	Granted	30/05/2006	4	
Provisional Building Rules Consent	Granted	05/06/2006	-	
3	(by Council)			
DEVELOPMENT APPROVAL	Granted	05/06/2006	4	

The building classification under the Building Code is Class 10A.

Conditions imposed on this consent and the reasons for imposing those conditions are set out in the attached sheet(s). Important information that may affect this consent can also be found under 'NOTES' and on the back of this sheet.



ADMINISTRATION CENTRE: 245 STURT ROAD STURT S.A. 5047

POSTAL ADDRESS P.O. BOX 21 OAKLANDS PARK S.A. 5046 OFFICE HOURS: MONDAY TO FRIDAY 8,30A.M. TO 5.00P.M. TELEPHONE (08) 8375 6600 FACSIMILE (08) 8375 6699 EMAIL council@marlon.sa.gov.au www.marlon.sa.gov.au

DEVELOPMENT APPLICATION NUMBER:

100/1122/2006

APPLICANT:

Geofrey Tartoosie

LOCATION:

20 Maxwell Avenue Edwardstown 5039

LOT: 5 FP: 9334 CT: 5133/655

DESCRIPTION OF DEVELOPMENT:

Freestanding Garage

**DECISION:** 

Development Approval Granted

DATE OF DECISION:

05/06/2006

# PROVISIONAL DEVELOPMENT PLAN CONSENT

**GRANTED** 

### Reasons For Decision:

Consent is granted as the proposed development is considered to accord sufficiently with the provisions of the Development Plan.

The following conditions have been imposed to reasonably ensure that the development will not impair the orderly and proper planning of the locality or detrimentally affect the amenity of the locality, having particular regard to the Objectives and Principles of Development Control applicable to such a use in the locality.

### Conditions of Consent:

- (1) The development shall proceed in accordance with the plans and details submitted with and forming part of Development Application No.100/1122/2006 except when varied by the following conditions of consent.
- (2) The structure has been granted consent as a domestic outbuilding only and therefore shall not be used for human habitation or for purposes not reasonably incidental to the use of the land for residential purposes, unless the further development approval of the Council is obtained.
- (3) All buildings and paved areas shall be connected to a stormwater collection and disposal system that is connected to the street watertable or, where relevant, back of block drainage pipes.
- (4) The finished floor level of the proposed garage shall match the finished floor level of the existing garage unless otherwise directed by the Council.

PROVISIONAL BUILDING RULES CONSENT

**GRANTED** 

Initials: Logical Date 5/6/06



ADMINISTRATION CENTRE: 245 STURT ROAD STURT S.A. 5047

POSTAL ADDRESS P.O. BOX 21 OAKLANDS PARK S.A. 5046 OFFICE HOURS: MONDAY TO FRIDAY 8.30A.M. TO 5.00PM. TELEPHONE (08) 8375 6600 FACSIMILE (08) 8375 6699 EMAIL council@marion.sa.gov.au www.morion.sa.gov.au

Conditions of C	onsent:
-----------------	---------

nil

NOTES:

General:

nil

### Appeal Rights:

(1) If you are not satisfied with this decision, there may be a right of appeal to you. Applicants have the right to appeal against a refusal or the imposition of any conditions or requirements on any consent issued, unless the application was for a non-complying kind of development. An appeal by an applicant must be lodged within two (2) months of receiving notice of the decision. Where Category Three public notification was involved, persons who lodged written representations during the formal consultation period, have the right to appeal against any decision made on that application. An appeal by a third party must be lodged within fifteen (15) business days of the date of the decision. All appeals are lodged with the Environment, Resources and Development Court, Sir Samuel Way Building, Victoria Square, Adelaide, telephone: 8204 0300.

### Approval Timeframes:

(1) The proposed development must:

• be substantially commenced within twelve months from the date full Development Approval

is granted; and

• be completed within three years of full Development Approval being granted noting that the operative date of any consent or approval, is subject to any appeal where applicable being finally determined.

Signed:	Zm.	
	John Tran	
	John Tran Authorised Officer	
Date:	516108	

DEVELOPMENT ACT, 1993 DECISION NOTIFICATION FORM

Page: 1

FOR DEVELOPMENT APPLICATION NO. 100/960129

Dated: 05/02/96 Registered: 05/02/96

TO:

G CAMRON

20 MAXWELL AVENUE EDWARDSTOWN 5039

LOCATION OF PROPOSED

20 MAXWELL AV EDWARDSTOWN

**DEVELOPMENT:** BEING LOT 5 CONTAINED IN FP9334

NATURE OF

CARPORT

PROPOSED

**BUILDING CLASSIFICATION - 10A** 

**DEVELOPMENT:** 

IN RESPECT OF THIS PROPOSED DEVELOPMENT YOU ARE INFORMED THAT :-

No work can commence on the proposed dev<mark>elopment unless it is in strict</mark> compliance with the approved plans and details and any conditions of approval which are set out below. There are rights of appeal. Refer to important information on the back of this form.

DEVELOPMENT APPROVAL IS GRANTED SUBJECT TO COMPLIANCE WITH THE FOLLOWING CONDITION(S):-

- Stormwater shall be drained to the street water table.
- 2. The carport herein approved shall not be enclosed unless otherwise approved by Council.
- Carport (less than 600mm from the boundary). The spaces between the columns to the side boundary shall not be enclosed at any time.

Reasons for Conditions

To ensure adequate compliance with the provisions of the Development Act, 1993.

GALEPRUFE CONST PTY LTD SOUTH ROAD CLOVELLY PARK 5042

Date of Decision: 12 12 196

Signed

Authorised officer

PLEASE READ THE INFORMATION ON THE BACK OF THIS FORM

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# **Data Extract for Section 7 search purposes**

#### Valuation ID 100102800\*

Data Extract Date: 18/11/2025

#### **Important Information**

This Data Extract contains information that has been input into the Development Application Processing (DAP) system by either the applicant or relevant authority for the development for which approval was sought under the Planning, Development and Infrastructure Act 2016. The Department for Housing and Urban Development does not make any guarantees as to the completeness, reliability or accuracy of the information contained within this Data Extract and councils should verify or confirm the accuracy of the information in the Data Extract in meeting their obligations under the Land and Business (Sale and Conveyancing) Act 1994.

Parcel ID: F9334 AL5

Certificate Title: CT5133/655

Property Address: 20 MAXWELL AV EDWARDSTOWN SA 5039

Zones

Established Neighbourhood (EN)

Subzones

No

#### Zoning overlays

Overlays

#### Airport Building Heights (Regulated) (All structures over 15 metres)

The Airport Building Heights (Regulated) Overlay seeks to ensure building height does not pose a hazard to the operation and safety requirements of commercial and military airfields.

#### **Affordable Housing**

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

#### **Building Near Airfields**

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

#### Character Area (MarC1)

The Character Area Overlay aims to reinforce valued streetscape characteristics through contextually responsive development, design and adaptive reuse that responds to the attributes expressed in the Character Area Statement.

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

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

#### **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 State Heritage Place/Area

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 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 (the Code) to be a significant tree or trees on the land? (Note: there may be regulated and/or significant trees on the land that are not listed in the Code - see below).

No

Under the Planning, Development and Infrastructure Act 2016 (the Act), a tree may be declared as a significant tree in the Code, or it may be declared as a significant or regulated tree by the Planning, Development and Infrastructure (General) Regulations 2017. Under the Act, protections exist for trees declared to be significant and/or regulated trees. Further information regarding protected trees can be found on the PlanSA website: https://plan.sa.gov.au/

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/

### Associated Development Authorisation Information

A Development Application cannot be enacted unless the Development Authorisation for Development Approval has been granted.

No

Land Management Agreement (LMA)

No





Level 2, 70 Hindmarsh Sq Adelaide SA 5000 1/296 Brighton Rd North Brighton SA 5048 enquiry@rentalssa.com.au

T: (08) 8311 3935 F: (08) 83126257 www.rentalssa.com.au ABN: 77 269 235 239

### **RESIDENTIAL TENANCY AGREEMENT**

1: Agent	Company Nam	e: Rentals SA Pty Ltd	ABN: 77 269 235 239	
Agone	Company Representative: Damien Cox			
	Address: Level 1/296 Brighton Rd North Brighton SA 5048			
	Phone: (08) 83	11 3935	Fax: (08) 8312 6257	
	Mobile: 0402 0	35 354	Email: enquiry@rentalssa.com.au	
2: Landlord	Name/s: Steph	anie Thorpe	<u></u>	
z. Lundiord	ABN (if applicable):			
	Address: C/O Rentals SA 1/296 Brighton Rd North Brighton SA 5048			
3: Tenant/s	Name/s: Jesse	Jones		
4: Premises	Address: 20 M	axwell Ave Edwardstown SA 503	9	
5: Term	⊠ Fixed:	Commencement Date: 13/02/202		
J. Tellii	☐ Periodic:	Commencement Date:	continues until terminated in accordance with this Agreement	
6: Rent	Amount: \$760	per week		
	Payable in Adv	/ance: ☐ Weekly 🏻 Fortnightly	☐ Monthly	
	Payments: Fire	st payment of \$1520 on 13/02/23	(co <mark>mmen</mark> cement date)	
	Nex	ct payment of \$1520 on 27/02/23		
	The	en \$1520 every fortnight thereafte	er	
	Payment Meth	od: 🛭 Electronic Fun <mark>ds</mark> Transfe	r Direct Deposit	
7: Security Bond	\$4560 Words	: Four Thousand Five H <mark>undred</mark> a	ind Sixty Dollars	
8: Outgoings		sage costs adjusted for the perio	d of the tenancy	
	All water usage costs in excess of kL per annum, with allowance to be adjusted for the period of the tenancy			
	a second constant	ipply charges adjusted for the pe	eriod of the tenancy	
	□ No charge for water			
	Other (spec	ify)		
			service, the Tenant must pay an apportionment of	
		service as set out below.		
	Service		Apportionment	
9: Insurance	The Tenant must effect and maintain the following insurance policy during the Term:			
5. Ilisurance	☑ Contents Insurance (for property other than that of the Landlord)			
10: Other	Other Occupar	nts: NIL		
Conditions	Repair Always contact Agent		(ALL EMERGENCIES 0402 035 354)	
	Instructions:	☐ Nominated Repairers	☐ Nominated Repairers	
	T T	Plumber:		
	Electrician:  Additional Conditions: □ N/A ⊠As per attached annexure (page 2)			
			~ <i>1</i> .	

#### ANNEXURE TO RESIDENTIAL TENANCY AGREEMENT

This annexure page is to be used only if there is insufficient space in the Schedule.

#### ITEM

#### Description:

- 1. TENANT ATTENTION:
  - 1) No vehicles on lawns.
  - 2) Grease drip tray on concrete (for car).
  - 3) Existing picture hooks only, no stickers or blue tack on walls
  - 4) Council garbage bins to be placed at road side not before night of bin collection day and removed from front of property after collection.
- 2. If at the end of the tenancy the carpets are not in an acceptable state of cleanliness compared with the commencement of the tenancy, we recommend the tenant steam or dry clean the carpets to return them to the original condition as per the commencement of the tenancy. The agent may engage in organising the carpets to be steam or dry cleaned at the tenant's expense if the tenant refuses to comply.
- 3. The tenant will be liable for all water usage costs (at a rate and manner prescribed and determined from time to time by SA Water) with all costs calculated and adjusted on a daily basis for the duration of the tenancy.
- 4. No smoking inside the premises.
- 5. No pets on the property.
- 6. Gardens and lawns are to watered and maintained in a clean and attractive state at all times and watered in accordance with Government regulations.
- 7. Garden rubbish, including lawn clippings, is to be removed on a regular basis and placed in Council provided Green Waste bins and emptied as per Council schedule.
- 8. Tenants acknowledge that in the event of the Landlord giving permission for a business carried out at the property, the premises are leased purely for residential purposes.
- 9. Care is to be taken with regards to the shed floor. All attempts are to be made to limit grease and oil build up from vehicles and damage from activities conducted within the shed.

#### TERMS OF THE AGREEMENT

#### 1. Application of the Act and Regulations

The landlord and the tenant are legally bound to comply with the provisions of the Residential Tenancies Act 1995 and the associated Regulations. An agreement or arrangement that is inconsistent with this Act or purports to exclude, modify or restrict the operation of this Act, is (unless the inconsistency, exclusion, modification or restriction is expressly permitted under this Act) to that extent void.

#### 2. Maintenance of premises - landlord

The landlord will hand over the premises and ancillary property in a reasonable state of cleanliness, maintain the premises in a reasonable state of repair and abide by all legal requirements regarding the buildings and health and safety in respect of the premises.

#### 3. Maintenance of premises - tenant

The tenant will keep the premises and ancillary property in a reasonable state of cleanliness and will notify the landlord of any damage to the premises or any state of disrepair that arises during the tenancy. The tenant must not intentionally or negligently cause or permit damage to the premises or ancillary property.

#### 4. Use of premises

The tenant will not use, allow or cause the premises to be used for any illegal purpose or cause, or allow a nuisance. The tenant must not cause or permit an interference with the reasonable peace, comfort or privacy of another person who resides in the immediate vicinity of the premises.

#### 5. Handing over vacant possession without legal impediment

At the commencement of the agreement the landlord will hand over vacant possession of the premises to the tenant (except for any part reserved for the landlord's own use set out in this document). When handing over vacant possession the landlord agrees that there is no legal impediment (either known or that should reasonably be known) that would prevent the tenant from using the premises as a residence for the term of the tenancy.

#### 6. Tenant's right to peace comfort and privacy

The landlord will not cause or allow any interference with the peace, comfort or privacy of the tenant and will take all reasonable steps to enforce this obligation upon any other tenant of the landlord in occupation of other premises.

#### 7. Landlord's right of entry

All entry is to be made between 8am and 8pm on any day other than a Sunday or public holiday. The landlord may, subject to the conditions in term 6 above, enter the premises:

- (a) in an emergency:
- (b) at a time previously arranged with the tenant, but not more than once every week to collect rent. (provided a reasonable alternative method of paying rent not involving attendance at the premises has been offered, but not accepted by the tenant);
- (c) to inspect the premises, not more frequently than once every four weeks, by giving written notice seven to fourteen days before entering the premises specifying a period of up to 2 hours within which the proposed entry will occur. A 2 hour period does not apply if the premises are in a remote location or it is necessary for the landlord or agent to be accompanied by a person at the inspection;
- (d) to carry out garden maintenance, but only at a time previously arranged with the tenant no more than 7 days before the day of entry or by giving written notice 7 to 14 days before entering the premises:
- (e) to carry out necessary maintenance or repairs after giving at least 48 hours notice;
- (f) after giving reasonable notice to the tenant to show the premises to prospective tenants during the last 28 days of a tenancy;
- (g) to show the premises to prospective purchasers on not more than 2 occasions in any 7 day period after giving reasonable notice, or at a time previously arranged with the tenant;
- (h) to determine whether a breach has been remedied after having given notice of a breach under section 80 of the Act to the tenant and after giving written notice of no less than 7 and no more than 14 days on a prescribed form;
- (i) for some other genuine purpose after giving written notice 7 to 14 days before entering, or with the consent of the tenant;
- (j) if the landlord believes on reasonable grounds that the tenant has abandoned the premises.

If the tenant indicates that he or she wants to be present during the entry, the landlord must make reasonable effort to negotiate an entry time that is convenient for the tenant to be present, taking into account the commitments of both the tenant and the persons entering the premises. This does not apply to entry in an emergency, to determine if a breach has been remedied, or to determine if the property has been abandoned.

#### 8. Locks and security devices

The landlord will provide and maintain locks and other devices that are necessary to ensure the premises are reasonably secure. Neither the landlord nor the tenant will alter or remove a lock or security device or add a lock or security device without the consent of the other. Neither the landlord nor the tenant will unreasonably withhold consent to the alteration, removal or addition of a lock or security device by, and at the expense of, the other.

#### 9. Alterations and additions

The tenant must not, without the landlord's written consent, make an alteration or addition to the premises. The landlord will not unreasonably withhold consent to an alteration or addition that is necessary to ensure the provision of infrastructure or a service of a prescribed kind.

#### 10. Removal of fixtures

Where the landlord gives consent to a tenant's request to carry out an alteration or addition to the premise, the tenant may remove a fixture affixed to the premises unless its removal would cause damage to the premises.

### 11. Compensation for damages when removing a fixture

If a tenant causes damage to the premises by removing a fixture, the tenant must notify the landlord and, at the option of the landlord, repair the damage or compensate the landlord for the reasonable cost of repairing the damage.

#### 12. Subletting or assignment

The tenant has the right, with the landlord's written approval, to sublet the rental premises, or assign their interest to another party. The landlord cannot unreasonably withhold consent or charge for subletting or assignment, except for reasonable incidental expenses in doing so.

#### 13. Termination at end of fixed term agreement

A landlord or tenant may end a fixed term agreement at the end of the fixed term without specifying a ground of termination after giving at least 28 days written notice to the other party. If notice is not given the agreement continues as a residential tenancy agreement as a periodic tenancy.

#### 14. Termination by landlord - certain purposes (periodic tenancy only)

The landlord may give the tenant at least 60 days notice of termination of a periodic tenancy in the written form required by regulation if:

- (a) possession of the premises is required for demolition;
- (b) possession of the premises is required to carry out repairs or renovations that cannot be done with reasonable convenience while the tenant remains in possession of the premises;
- (c) possession of the premises is required for personal occupation or occupation by the landlord's spouse, child, parent, or the spouse of a child or parent;
- (d) a contract for sale of the premises has been entered into under which the landlord is required to give vacant possession of the premises.

#### 15. Termination by landlord - no grounds (periodic tenancy only)

The landlord may give the tenant at least 90 days notice of termination of a periodic tenancy without specifying any ground for the notice. The notice must be given in the written form required by regulation.

#### 16. Termination by tenant - no grounds (periodic tenancy only)

The tenant may give the landlord in writing at any time at least 21 days, or a period equivalent to a single period of the tenancy (whichever is the longer), notice of termination of a periodic tenancy without specifying any ground for the notice. The notice must be given in the written form required by regulation.

Initials

### 17. Termination by landlord or tenant for breach of agreement

If a breach is capable of being remedied either the landlord or the tenant may terminate the tenancy by notice of termination given to the other for breach of any term of the agreement. Such notice is to be in the written form required by regulation, specifying the breach and informing the tenant or landlord that if the breach is not remedied within a specified period (which must be a period of at least 7 clear days) from the date the notice is given, then the tenancy is terminated by force of the notice.

#### 18. Termination for rent arrears

Where the landlord seeks to terminate a tenancy on the basis of the tenant's failure to pay rent, rent must be outstanding for at least 14 days before the landlord can issue a notice of termination for the breach.

#### 19. Termination on hardship grounds

Either the landlord or the tenant may apply to the Residential Tenancies Tribunal for an order to terminate a tenancy because the continuation of the tenancy would cause undue hardship.

#### 20. Termination not otherwise given

Except as stated in terms 15 and 16 above, neither the landlord nor the tenant may give notice of termination before the end of the term of this agreement. If the tenant vacates the premises before the end of the term of this agreement without the approval (preferably in writing) of the landlord, they may be liable to the landlord for the costs associated with finding a new tenant, reletting the premises and for any loss of rent.

#### 21. Insurance

The parties acknowledge that should they want their property insured; the landlord would be responsible to insure their dwelling, fixtures and fittings and the tenant would be responsible to insure their personal belongings and furnishings.

#### DOMESTIC APPLIANCE REQUIRING INSTRUCTION:

APPLIANCE	INSTRUCTION		
	Manufacturers Manual	□ Written	□ Oral
	☐ Manufacturers Manual	□ Written	□ Oral
	☐ Manufacturers Manual	□ Written	□ Oral
	☐ Manufacturers Manual	□ Written	□ Oral
	☐ Manufacturers Manual	□ Written	□ Oral
	☐ Manufacturers Manual	□ Written	□ Oral
	☐ Manufacturers Manual	□ Written	□ Oral



EXECUTED AS AN AGREEMENT			
Dated this day of F	EBRUARY 20 23		
The Tenant/s acknowledge receipt of:			
	☐ Instruction Manuals		
☐ Strata Articles	☐ Statutory Notice for Short Term Tenancy		
☐ Community Title By-laws	□ A copy of this Agreement		
⊠ Keys	□ Charging for Water Bulletin		
Remote Control Devices (Number)	Other		
Smoke Alarm Bulletin	Other		
Name: Jacob Jame	Signed by the Tenant/s  Name:		
Signed by the Tenant/s	Signed by the Tenant/s		
Name:	Name:		
Signed by or on behalf of the Landlord	ent as Authorised		

NOTE: ALL PARTIES SHOUILD INITIAL ALL PAGES

Initials



Level 2, 70 Hindmarsh Sq Adelaide SA 5000 1/296 Brighton Rd North Brighton SA 5048

enquiry@rentalssa.com.au T: (08) 8311 3935 F: (08) 83126257 www.rentalssa.com.au ABN: 77 269 235 239

### RESIDENTIAL TENANCY AGREEMENT FIXED TERM EXTENSION

Landlord	Stephanie Thorpe	Stephanie Thorpe		
Tenant/s	Jesse Jones			
Premises	20 Maxwell Ave Edwardstown SA 5039			
It is hereby agreed that the above mentioned parties accept an extension of the Residential Tenancy Agreement for a further term				
Of:	Twelve	(12) months		
Commencing:	13 <sup>th</sup> Fe	bruary 2024		
Ending:	12 <sup>th</sup> Fe	bruary 2025		
At a rental amount	<b>of:</b> \$790 p	er week (\$30 per week rent increase as of 13th F	ebruary 2024)	
NIL The terms of the sa Tenant Name: Jes Tenant Name:	se Jones	Signature:	_ Date:	
Notice To Vacate Premises  Please be advised that I/we will not be accepting the landlords offer to extend the tenancy and will be vacating the premises at the expiry of the current lease.				
Tenant Name:		Signature:	Date:	
Tenant Name:		Signature:	_ Date:	
Tenant Name:		Signature:	Date:	
Tenant Name:		Signature:	Date:	



Level 2, 70 Hindmarsh Sq Adelaide SA 5000 1/296 Brighton Rd North Brighton SA 5048

> enquiry@rentalssa.com.au T: (08) 8311 3935 F: (08) 83126257

www.rentalssa.com.au

ABN: 77 269 235 239

# RESIDENTIAL TENANCY AGREEMENT FIXED TERM EXTENSION

Landiord	Stephanie Inorpe		
Tenant/s	Jesse Jones		
Premises	20 Maxwell Ave Edwardstown SA 5039		
It is hereby agreed further term	that the above mentioned p	parties accept an extension of the Residentia	l Tenancy Agreement for a
Of:	Twelve	(12) months	
Commencing:	13 <sup>th</sup> Feb	ruary 2025	
Ending:	12 <sup>th</sup> February 2026		
At a rental amount	<b>of</b> : \$820 pe	r week (\$30 per week rent increase as of 13th Fe	bruary 2025)
NIL The terms of the sa Tenant Name:	aid Agreement shall in all of	signature:  Signature:  Signature:  Date: 22/0/3	ment.  Date:
Notice To Vacate P Please be advised the at the expiry of the c	nat I/we will not be accepting	the landlords offer to extend the tenancy and wi	ll be vacating the premises
Tenant Name:		Signature:	Date:
Tenant Name:		Signature:	_ Date:
Tenant Name:		Signature:	Date:
Tenant Name:		Signature:	_ Date:



# 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:

2731567

DATE OF ISSUE

18/11/2025

SAVVY CONVEYANCING PO BOX 7042 HUTT STREET SA 5000

**ENQUIRIES:** 

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NUMBER OWNERSHIP NAME

12055527 S J THORPE

PROPERTY DESCRIPTION

20 MAXWELL AVE / EDWARDSTOWN SA 5039 / LT 5

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

CAPITAL VALUE

AREA / FACTOR

R4

RE

100102800\* CT 5133/655 \$1,050,000.00 1.000 0.400

 LEVY DETAILS:
 FIXED CHARGE
 \$ 50.00

 + VARIABLE CHARGE
 \$ 355.30

= AMOUNT PAYABLE \$ 0.00

Please Note:

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

**EXPIRY DATE** 

16/02/2026



See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

**PAYMENT REMITTANCE ADVICE** 

No payment is required on this Certificate

#### **OFFICIAL: Sensitive**

#### Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

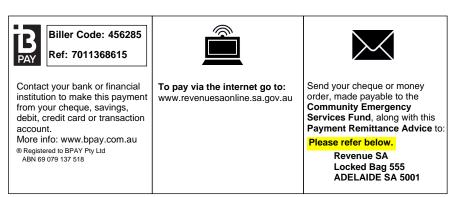
For more information:

Visit: www.revenuesa.sa.gov.au

Email: contactus@revenuesa.sa.gov.au

Phone: (08) 8372 7534

### PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW





# **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:

2731567

DATE OF ISSUE

18/11/2025

SAVVY CONVEYANCING PO BOX 7042 HUTT STREET SA 5000

**ENQUIRIES:** 

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NAME FINANCIAL YEAR

S J THORPE 2025-2026

PROPERTY DESCRIPTION

20 MAXWELL AVE / EDWARDSTOWN SA 5039 / LT 5

ASSESSMENT NUMBER TITLE REF. TAXABLE SITE VALUE AREA (A "+" indicates multiple titles)

100102800\* CT 5133/655 \$770,000.00 0.0859 HA

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

**CURRENT TAX** \$ 2,237.03 **SINGLE HOLDING** \$ 0.00

- DEDUCTIONS \$ 0.00

+ ARREARS \$ 380.00

- **PAYMENTS** \$ 0.00

**= AMOUNT PAYABLE** \$ 2,617.03

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

16/02/2026



See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



#### CERTIFICATE OF LAND TAX PAYABLE

**PAYMENT REMITTANCE ADVICE** 

OWNERSHIP NUMBER

12055527

**OWNERSHIP NAME** 

S J THORPE

ASSESSMENT NUMBER

100102800\*

**AMOUNT PAYABLE** 

\$2,617.03

**AGENT NUMBER** 

100019437

AGENT NAME

SAVVY CONVEYANCING

PAYABLE ON OR BEFORE

16/02/2026

#### **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.

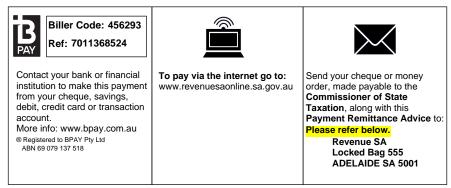
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Email: <u>contactus@revenuesa.sa.gov.au</u>

Phone: (08) 8372 7534

### PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW





Account Number L.T.O Reference Date of issue Agent No. Receipt No. 100102800\* CT5133655 18/11/2025 7683 2731567

SAVVY CONVEYANCING PO BOX 7042, HUTT ST ADELAIDE SA 5000 v@savvyconveyancing.com.au

Section 7/Elec

# Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: S J THORPE

Location: 20 MAXWELL AVE EDWARDSTOWN LT 5

Description: 5HVIGCPG Capital \$1 050 000

Value:

Rating: Residential

Periodic charges

Raised in current years to 31/12/2025

\$ Arrears as at: 30/6/2025 : 0.00

Water main available: 1/6/1966 Water rates : 164.60
Sewer main available: 1/7/1966 Sewer rates : 309.76
Water use : 174.02

SA Govt concession : 0.00

Recycled Water Use : 0.00

Service Rent : 0.00

Recycled Service Rent : 0.00

Other charges : 0.00

Goods and Services Tax : 0.00

Amount paid : 648.38CR

Balance outstanding : 0.00

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

Next quarterly charges: Water supply: 82.30 Sewer: 154.88 Bill: 4/2/2026

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

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

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





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

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

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







### South Australian Water Corporation

Name:	Water & Sewer Account	
S J THORPE	Acct. No.: 100102800*	Amount:

Address:

20 MAXWELL AVE EDWARDSTOWN LT 5

### **Payment Options**



**EFT Payment** 

Bank account name: SA Water Collection Account

BSB number: 065000

Bank account number: 10622859

Payment reference: 100102800\*



Biller code: 8888 Ref: 10010280010

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: 100102800\*

