Fox Real Estate SA Pty Ltd T/A Fox Real Estate
192 Melbourne Street North Adelaide SA 5006
Tel: 08 8267 4995 Agent No: 226868
Email: fox@foxrealestate.com.au

Member of REISA

FORM 1 - Vendor's Statement

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

Contents

Preliminary
Part A – Parties and land
Part B – Purchaser's cooling off rights and proceeding with the purchase
Part C – Statement with respect to required particulars
Part D – Certificate with respect to prescribed inquiries by registered agent ☑
Schedule

Preliminary

To the purchaser:

The purpose of a statement under section 7 of the *Land and Business (Sale and Conveyancing) Act 1994* is to put you on notice of certain particulars concerning the land to be acquired. If you intend to carry out building work on the land, change the use of the land or divide the land, you should make further inquiries to determine whether this will be permitted. For example, building work may not be permitted on land not connected to a sewerage system or common drainage scheme if the land is near a watercourse, dam, bore or the River Murray and Lakes.

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

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

Instructions to the vendor for completing this statement:

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

* *means strike out or omit the option that is not applicable.*

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

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

PART A – PARTIES AND LAND

1 Purchaser: _____

Address: _____

☐

2 Purchaser's registered agent: _____

Address: _____

3 Vendor: PUBLIC TRUSTEE AS THE ADMINISTRATOR OF THE ESTATES OF MICHAEL JOHN LEMIN AND CYNTHIA PRISCILLA ARUNDELL

Address: 211 VICTORIA SQUARE, ADELAIDE, SOUTH AUSTRALIA, 5000

☑

4 Vendor's registered agent: FOX REAL ESTATE (SA) PTY LTD T/A FOX REAL ESTATE
ACN: 113 976 024

Address: 192 MELBOURNE, STREET, NORTH ADELAIDE SA 5006

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*]

4 CANBERRA COURT SMITHFIELD SA 5114 AND BEING ALLOTMENT 21 IN DEPOSITED PLAN 77378 IN THE AREA NAMED SMITHFIELD IN THE HUNDRED OF MUNNO PARA AND BEING THE WHOLE OF THE LAND IN CERTIFICATE OF TITLE VOLUME 6010 FOLIO 191

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

To the purchaser:
Right to cool-off (section 5)

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

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

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

2 – Time for service

The cooling-off notice must be served–

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

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

3 – Form of cooling-off notice

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

4 – Methods of service

The cooling-off notice must be–

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

211 VICTORIA SQUARE, ADELAIDE, SOUTH AUSTRALIA, 5000

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

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

EMAIL : FOX@FOXREALESTATE.COM.AU and JAKE@FOXREALESTATE.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:

192 MELBOURNE STREET, NORTH ADELAIDE SA 5006

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

Note–

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

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

5 – Effect of service

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

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

Proceeding with the purchase

If you wish to proceed with the purchase–

(a) it is strongly recommended that you take steps to make sure your interest in the property is adequately insured against loss or damage; and

(b) pay particular attention to the provisions in the contract as to time of settlement - it is essential that the necessary arrangements are made to complete the purchase by the agreed date - if you do not do so, you may be in breach of the contract; and

(c) you are entitled to retain the solicitor or registered conveyancer of your choice.

PART C – STATEMENT WITH RESPECT TO REQUIRED PARTICULARS
(section 7(1))

To the purchaser:
*I / We,

PUBLIC TRUSTEE AS THE ADMINISTRATOR OF THE ESTATES OF MICHAEL JOHN LEMIN AND CYNTHIA PRISCILLA ARUNDELL

of

211 VICTORIA SQUARE, ADELAIDE, SOUTH AUSTRALIA, 5000

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

Date: 24/9/2026 Signed: Pro PUBLIC TRUSTEE

Date: _____ Signed: _____

PART D – CERTIFICATE WITH RESPECT TO PRESCRIBED INQUIRIES BY REGISTERED AGENT ☑
(section 9)

To the purchaser:

I,

JAKE TIDMARSH FOR AND ON BEHALF OF FOX REAL ESTATE (SA) PTY LTD

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

Exceptions:

NIL

Date: 30/9/2026 Signed: Jake Tidmarsh

~~*Vendor's agent /~~ ~~Purchaser's agent~~

*Person authorised to act on behalf of *Vendor's agent / ~~Purchaser's agent~~

SCHEDULE – DIVISION 1

PARTICULARS OF MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES AFFECTING THE LAND

(section 7(1)(b))

Note –

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

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

(a) there is an attachment to this statement and –
  (i) all the required particulars are contained in that attachment; and
  (ii) the attachment is identified in column 2; and
  (iii) if the attachment consists of more than 2 sheets of paper, those parts of the attachment that contain the required particulars are identified in column 2; or

(b) the mortgage, charge or prescribed encumbrance –
  (i) is 1 of the following items in the table:
    (A) under the heading 1. General –
      1.1 Mortgage of land
      1.4 Lease, agreement for lease, tenancy agreement or licence
      1.5 Caveat
      1.6 Lien or notice of a lien
    (B) under the heading 36. Other charges –
      36.1 Charge of any kind affecting the land (not included in another item); and
  (ii) is registered on the certificate of title to the land; and
  (iii) is to be discharged or satisfied prior to or at settlement.

TABLE OF PARTICULARS

Column 1	Column 2	Column 3

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

[If an item is not applicable, ensure that the box for the item is empty or else strike out the item or write "NOT APPLICABLE " or "N/A" in column 1. Alternatively, the item and any inapplicable heading may be omitted, <u>but not</u> 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 <u>all</u> of the requested particulars are contained in an attachment (instead of in the item) in accordance with the Note preceding this table, identify the attachment in the place provided in column 2 and (if required by the Note) identify the parts of the attachment that contain the particulars.]

Column 1	Column 2	Column 3
1. General		
1.1 Mortgage of land *[**Note -*** *Do not omit this item. The 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?	**YES**
	Are there attachments?	**YES**
	*If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):* CERTIFICATE OF TITLE Number of mortgage (if registered): 11142916 Name of mortgagee: AUSTRALIA & NEW ZEALAND BANKING GROUP LTD.	
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. The 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?	**NO**
	Are there attachments?	**YES**
	*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 THE SAID CERTIFICATE OF TITLE Nature of easement: REFER PAGE 12 IN THE PROPERTY INTEREST REPORT FOR DETAILS OF STATUTORY EASEMENTS 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):	
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. The 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?	**NO**
	Are there attachments?	**YES**
	*If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):* CERTIFICATE OF TITLE Description of land subject to easement: THE LAND MARKED "A" ON SAID CERTIFICATE OF TITLE Nature of easement: SUBJECT TO SERVICE EASEMENT(S) OVER THE LAND MARKED A FOR DRAINAGE PURPOSES TO THE COUNCIL FOR THE AREA (223LG RPA) 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? NO (If **YES**, give details):	

Column 1	Column 2	Column 3
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.]*	***Is this item applicable?***	☑
	Will this be discharged or satisfied prior to or at settlement?	**NO**
	Are there attachments? *If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):* REFER TO ENCUMBRANCE NO. 10974904 Nature of restrictive covenant: REFER TO ENCUMBRANCE NO. 10974904 Name of person in whose favour restrictive covenant operates: GEMTREE PROPERTY PTY LTD Does the restrictive covenant affect the whole of the land being acquired? YES (If **NO**, give details): Does the restrictive covenant affect land other than that being acquired? NO	**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. The 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?	**YES/NO**
	Are there attachments? *If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):* Names of parties: Period of lease, agreement for lease etc: From: To: Amount of rent or licence fee: per (period) Is the lease, agreement for lease etc in writing? If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify- (a) the Act under which the lease or licence was granted: (b) the outstanding amounts due (including any interest or penalty):	**YES/NO**
1.5 Caveat	***Is this item applicable?***	☑
	Will this be discharged or satisfied prior to or at settlement?	**YES**
	Are there attachments? *If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):* CERTIFICATE OF TITLE AND CAVEAT 14621934 Name and address of caveator: REFER CAVEAT 14621934 Particulars of interest claimed: REFER CAVEAT 14621934	**YES**
1.5 Caveat	***Is this item applicable?***	☑
	Will this be discharged or satisfied prior to or at settlement?	**YES**
	Are there attachments? *If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):* CERTIFICATE OF TITLE AND CAVEAT 14628119 Name and address of caveator: REFER CAVEAT 14628119 Particulars of interest claimed: REFER CAVEAT 14628119	**YES**

N/A

Column 1	Column 2	Column 3
5. *Development Act 1993* (repealed)		
5.1 section 42 - Condition (that continues to apply) of a development authorisation ***[Note -*** *Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	***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):* Condition(s) of authorisation:	☐ **YES/NO** **YES/NO**
6. Repealed Act conditions		
6.1 Condition (that continues to apply) of an approval or authorisation granted under the *Building Act 1971* (repealed), the *City of Adelaide Development Control Act 1976* (repealed), the *Planning Act 1982* (repealed) or the *Planning and Development Act 1967* (repealed) ***[Note -*** *Do not omit this item. The 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):* Nature of condition(s):	☐ **YES/NO** **YES/NO**
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):* Date of notice, order etc: Name of council by which, or person by whom, notice, order etc is given or made: Land subject thereto: Nature of requirements contained in notice, order etc: Time for carrying out requirements: Amount payable (if any):	☐ **YES/NO** **YES/NO**

N/A

N/A

Column 1	Column 2	Column 3
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.]*	***Is this item applicable?***	☑
	Will this be discharged or satisfied prior to or at settlement?	**NO**
	Are there attachments?	**YES**
	*If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):* CITY OF PLAYFORD SEARCH AND PROPERTY INTEREST REPORT Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code): 4 CANBERRA CT SMITHFIELD SA 5114 LT 21 DP77378 ZONES GENERAL NEIGHBOURHOOD - GN OVERLAYS BUILDING NEAR AIRFIELDS DEFENCE AVIATION AREA - ALL STRUCTURES OVER 15 METRES PRESCRIBED WELLS AREA REGULATED AND SIGNIFICANT TREE STORMWATER MANAGEMENT SIGNIF RETIREMENT FACILITY SUPPORTED ACCOM SITES URBAN TREE CANOPY Is there a State heritage place on the land or is the land situated in a State heritage area? NO Is the land designated as a local heritage place? NO Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land? NO Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? YES **Note-** For further information about the Planning and Design Code visit *https://code.plan.sa.gov.au*.	
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.]* N/A	***Is this item applicable?***	☐
	Will this be discharged or satisfied prior to or at settlement?	**YES/NO**
	Are there attachments?	**YES/NO**
	*If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):* Date of authorisation: Name of relevant authority that granted authorisation: Condition(s) of authorisation:	

ACKNOWLEDGEMENT OF RECEIPT OF FORM 1

The Purchaser acknowledges receipt of the following:

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

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

FORM 3 Buyers Information Notice

CERTIFICATE OF TITLE VOLUME 6010 FOLIO 191

PROPERTY INTEREST REPORT

SA WATER, EMERGENCY SERVICES LEVY AND LAND TAX CERTIFICATES

CITY OF PLAYFORD SEARCH

ENCUMBRANCE (10974904)

MORTGAGE (11142916)

CAVEAT (144621934)

CAVEAT (14628119)

SIGNED BY THE PURCHASER:

Date: _____ Signed: _____

Date: _____ Signed: _____

The Purchaser:

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

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

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

Buyers information notice

Prescribed notice to be given to purchaser

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

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

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

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

Safety

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

Enjoyment

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

Value

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

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

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

REAL PROPERTY ACT, 1886
South Australia

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

Certificate of Title - Volume 6010 Folio 191

Parent Title(s)	CT 6007/324				
Creating Dealing(s)	RTU 10953202				
Title Issued	22/05/2008	**Edition**	3	**Edition Issued**	06/04/2009

Estate Type

FEE SIMPLE

Registered Proprietor

MICHAEL JOHN LEMIN
CYNTHIA PRISCILLA ARUNDELL
OF 23 LAKESIDE DRIVE ANDREWS FARM SA 5114
AS JOINT TENANTS

Description of Land

ALLOTMENT 21 DEPOSITED PLAN 77378
IN THE AREA NAMED SMITHFIELD
HUNDRED OF MUNNO PARA

Easements

SUBJECT TO SERVICE EASEMENT(S) OVER THE LAND MARKED A FOR DRAINAGE PURPOSES TO THE COUNCIL FOR THE AREA (223LG RPA)

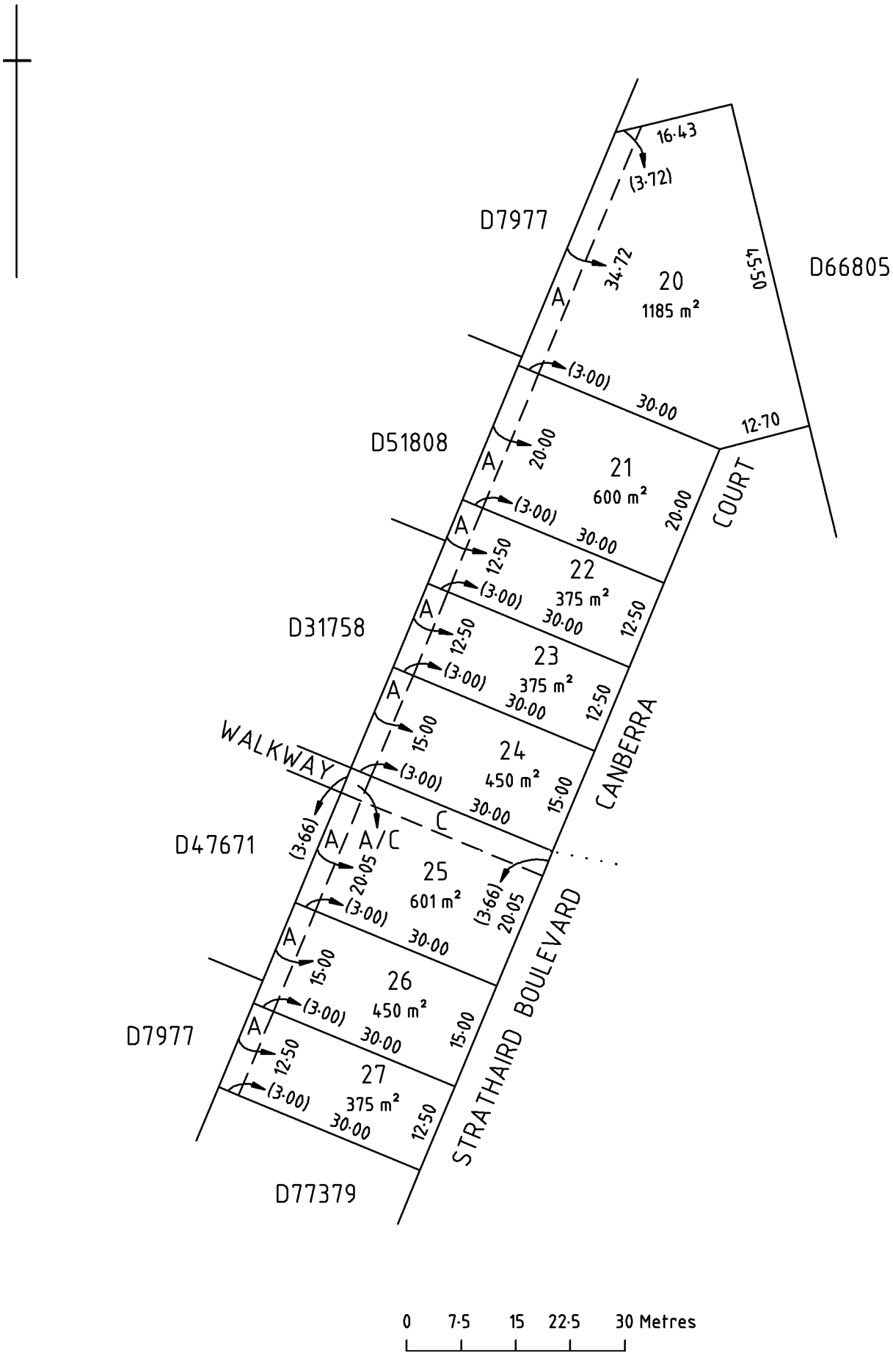
Schedule of Dealings

Dealing Number	Description
10974904	ENCUMBRANCE TO GEMTREE PROPERTY PTY. LTD. (SINGLE COPY ONLY)
11142916	MORTGAGE TO AUSTRALIA & NEW ZEALAND BANKING GROUP LTD. (SINGLE COPY ONLY)
14621934	CAVEAT BY PUBLIC TRUSTEE AS THE ADMINISTRATOR(S) OF CYNTHIA PRISCILLA ARUNDELL A PROTECTED PERSON UNDER THE GUARDIANSHIP AND ADMINISTRATION ACT 1993
14628119	CAVEAT BY PUBLIC TRUSTEE AS THE ADMINISTRATOR(S) OF MICHAEL JOHN LEMIN A PROTECTED PERSON UNDER THE GUARDIANSHIP AND ADMINISTRATION ACT 1993

Notations

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

Copyright: www.landservices.com.au/copyright | Privacy: www.landservices.com.au/privacy | Terms of Use: www.landservices.com.au/sailis-terms-of-use



Copyright: www.landservices.com.au/copyright | Privacy: www.landservices.com.au/privacy | Terms of Use: www.landservices.com.au/sailis-terms-of-use

Property Interest Report

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

Title Reference	CT 6010/191	**Reference No.**	2820083
Registered Proprietors	M J*LEMIN & ANR	**Prepared**	21/09/2026 11:59
Address of Property	4 CANBERRA COURT, SMITHFIELD, SA 5114		
Local Govt. Authority	CITY OF PLAYFORD		
Local Govt. Address	12 BISHOPSTONE ROAD DAVOREN PARK SA 5113		

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 *[**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
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. The item and its heading must be included in the statement even if not applicable.]*	Refer to the Certificate of Title
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

	an area surrounding a site	
2.3	Part 3 Division 6 - Aboriginal heritage agreement	Aboriginal Affairs and Reconciliation in AGD has no record of any agreement affecting this title also Refer to the Certificate of Title

3. *Burial and Cremation Act 2013*

3.1	section 8 - Human remains interred on land	Births, Deaths and Marriages in AGD has no record of any gravesites relating to this title also contact the vendor for these details

4. *Crown Rates and Taxes Recovery Act 1945*

4.1	section 5 - Notice requiring payment	Crown Lands Program in DEW has no record of any notice affecting this title

5. *Development Act 1993* (repealed)

5.1	section 42 - Condition (that continues to apply) of a development authorisation *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.2	section 50(1) - Requirement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.3	section 50(2) - Agreement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.4	section 55 - Order to remove or perform work	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
5.5	section 56 - Notice to complete development	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
5.6	section 57 - Land management agreement	Refer to the Certificate of Title
5.7	section 60 - Notice of intention by building owner	Contact the vendor for these details
5.8	section 69 - Emergency order	State Planning Commission in the Department for Housing and Urban Development has no record of any order affecting this title also Contact the Local Government Authority for other details that might apply
5.9	section 71 - Fire safety notice	Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any notice affecting this title

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

6. Repealed Act conditions

6.1	Condition (that continues to apply) of an approval or authorisation granted under the *Building Act 1971* (repealed), the *City of Adelaide Development Control Act, 1976* (repealed), the *Planning Act 1982* (repealed) or the *Planning and Development Act 1967* (repealed) *[**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

7. *Emergency Services Funding Act 1998*

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

8. *Environment Protection Act 1993*

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

8.9	section 103P - Notation of site contamination audit report in relation to the land	EPA (SA) does not have any current Orders registered on this title
8.10	section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land	EPA (SA) does not have any current Orders registered on this title

9. *Fences Act 1975*

9.1	section 5 - Notice of intention to perform fencing work	Contact the vendor for these details

10. *Fire and Emergency Services Act 2005*

10.1	section 105F - (or section 56 or 83 (repealed)) - Notice to take action to prevent outbreak or spread of fire	Contact the Local Government Authority for other details that might apply Where the land is outside a council area, contact the vendor

11. *Food Act 2001*

11.1	section 44 - Improvement notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
11.2	section 46 - Prohibition order	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply

12. *Ground Water (Qualco-Sunlands) Control Act 2000*

12.1	Part 6 - risk management allocation	Qualco Sunlands Ground Water Control Trust has no record of any allocation affecting this title
12.2	section 56 - Notice to pay share of Trust costs, or for unauthorised use of water, in respect of irrigated property	DEW Water Licensing has no record of any notice affecting this title

13. *Heritage Places Act 1993*

13.1	section 14(2)(b) - Registration of an object of heritage significance	Heritage Branch in DEW has no record of any registration affecting this title
13.2	section 17 or 18 - Provisional registration or registration	Heritage Branch in DEW has no record of any registration affecting this title
13.3	section 30 - Stop order	Heritage Branch in DEW has no record of any stop order affecting this title
13.4	Part 6 - Heritage agreement	Heritage Branch in DEW has no record of any agreement affecting this title also Refer to the Certificate of Title
13.5	section 38 - "No development" order	Heritage Branch in DEW has no record of any "No development" order affecting this title

14. *Highways Act 1926*

14.1	Part 2A - Establishment of control of access from any road abutting the land	Transport Assessment Section within DIT has no record of any registration affecting this title

15. *Housing Improvement Act 1940* (repealed)

15.1	section 23 - Declaration that house is undesirable or unfit for human habitation	Contact the Local Government Authority for other details that might apply
15.2	Part 7 (rent control for substandard houses) - notice or declaration	Housing Safety Authority has no record of any notice or declaration affecting this title

16. *Housing Improvement Act 2016*

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

17. *Land Acquisition Act 1969*

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

18. *Landscape South Australia Act 2019*

18.1	section 72 - Notice to pay levy in respect of costs of regional landscape board	The regional landscape board has no record of any notice affecting this title
18.2	section 78 - Notice to pay levy in respect of right to take water or taking of water	DEW has no record of any notice affecting this title
18.3	section 99 - Notice to prepare an action plan for compliance with general statutory duty	The regional landscape board has no record of any notice affecting this title
18.4	section 107 - Notice to rectify effects of unauthorised activity	The regional landscape board has no record of any notice affecting this title
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
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 Act	The regional landscape board has no record of any notice affecting this title
18.18	section 209 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act	The regional landscape board has no record of any notice affecting this title

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

19. *Land Tax Act 1936*

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

20. *Local Government Act 1934* (repealed)

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

21. *Local Government Act 1999*

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

22. *Local Nuisance and Litter Control Act 2016*

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

23. *Metropolitan Adelaide Road Widening Plan Act 1972*

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

24. *Mining Act 1971*

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

25. *Native Vegetation Act 1991*

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

		also Refer to the Certificate of Title
25.2	section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.3	section 25D - Management agreement	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.4	Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation	DEW Native Vegetation has no record of any refusal or condition affecting this title

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

26.1	section 97 - Notice to pay levy in respect of costs of regional NRM board	The regional landscape board has no record of any notice affecting this title
26.2	section 123 - Notice to prepare an action plan for compliance with general statutory duty	The regional landscape board has no record of any notice affecting this title
26.3	section 134 - Notice to remove or modify a dam, embankment, wall or other obstruction or object	The regional landscape board has no record of any notice affecting this title
26.4	section 135 - Condition (that remains in force) of a permit	The regional landscape board has no record of any notice affecting this title
26.5	section 181 - Notice of instruction as to keeping or management of animal or plant	The regional landscape board has no record of any notice affecting this title
26.6	section 183 - Notice to prepare an action plan for the destruction or control of animals or plants	The regional landscape board has no record of any notice affecting this title
26.7	section 185 - Notice to pay costs of destruction or control of animals or plants on road reserve	The regional landscape board has no record of any notice affecting this title
26.8	section 187 - Notice requiring control or quarantine of animal or plant	The regional landscape board has no record of any notice affecting this title
26.9	section 193 - Protection order to secure compliance with specified provisions of the Act	The regional landscape board has no record of any order affecting this title
26.10	section 195 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act	The regional landscape board has no record of any order affecting this title
26.11	section 197 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act	The regional landscape board has no record of any authorisation affecting this title

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

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

28. *Phylloxera and Grape Industry Act 1995*

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

29. *Planning, Development and Infrastructure Act 2016*

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

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

30. *Plant Health Act 2009*

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

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

31.1	Part 3 - Notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
31.2	*Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)* (revoked) Part 2 - Condition (that continues to apply) of an approval	Public Health in DHW has no record of any condition affecting this title also Contact the Local Government Authority for other details that might apply
31.3	*Public and Environmental Health (Waste Control) Regulations 2010* (revoked) regulation 19 - Maintenance order (that has not been complied with)	Public Health in DHW has no record of any order affecting this title also Contact the Local Government Authority for other details that might apply

32. *South Australian Public Health Act 2011*

32.1	section 66 - Direction or requirement to avert spread of disease	Public Health in DHW has no record of any direction or requirement affecting this title
32.2	section 92 - Notice	Public Health in DHW has no record of any notice affecting this title

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

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

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

34. *Water Industry Act 2012*

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

35. *Water Resources Act 1997* (repealed)

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

36. Other charges

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

Other Particulars

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

1.	Particulars of transactions in last 12 months	Contact the vendor for these details
2.	Particulars relating to community lot (including strata lot) or development lot	Enquire directly to the Secretary or Manager of the Community Corporation
3.	Particulars relating to strata unit	Enquire directly to the Secretary or Manager of the Strata Corporation
4.	Particulars of building indemnity insurance	Contact the vendor for these details also Contact the Local Government Authority
5.	Particulars relating to asbestos at workplaces	Contact the vendor for these details
6.	Particulars relating to aluminium composite panels	Please note that the audit is limited to classes of buildings, and that this note does not confirm the presence or absence of Aluminium Composite Panelling. Contact the vendor for relevant details.
7.	Particulars relating to court or tribunal process	Contact the vendor for these details
8.	Particulars relating to land irrigated or drained under Irrigation Acts	SA Water will arrange for a response to this item where applicable
9.	Particulars relating to environment protection	Contact the vendor for details of item 2 also EPA (SA) has no record of any particulars relating to items 3, 4 or 5 affecting this title also Contact the Local Government Authority for information relating to item 6
10.	Particulars relating to *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 is not subject to Dog Fence rates or the Dog Fence outside levy. Accordingly, the Dog Fence Board holds no current rate or levy-related interest in the property.
9.	Pastoral Board *(Pastoral Land Management and Conservation Act 1989)*	The Pastoral Board has no current interest in this title
10.	Heritage Branch DEW *(Heritage Places Act 1993)*	Heritage Branch in DEW has no record of any World, Commonwealth or National Heritage interest affecting this title
11.	Health Protection Programs – Department for Health and Wellbeing	Health Protection Programs in the DHW has no record of a public health issue that currently applies to this title.

Notices

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

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

Building restrictions

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

In addition, if a building or structure is erected in proximity to a powerline of an electricity entity in contravention of the *Electricity Act*, the entity may seek a court order:
a) requiring the person to take specified action to remove or modify the building or structure within a specified period;
b) for compensation from the person for loss or damage suffered in consequence of the contravention; and/or
c) for costs reasonably incurred by the entity in relocating the powerline or carrying out other work.

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

Statutory easements

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

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

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

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

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

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

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

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

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

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

Information should be obtained from:

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

Landscape South Australia 2019

Water Resources Management - Taking of underground water

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

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

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

Certificate of Title

Title Reference	CT 6010/191
Status	CURRENT
Easement	YES
Owner Number	14703348
Address for Notices	4 CANBERRA CT SMITHFIELD 5114
Area	600m² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

MICHAEL JOHN LEMIN
CYNTHIA PRISCILLA ARUNDELL
OF 23 LAKESIDE DRIVE ANDREWS FARM SA 5114
AS JOINT TENANTS

Description of Land

ALLOTMENT 21 DEPOSITED PLAN 77378
IN THE AREA NAMED SMITHFIELD
HUNDRED OF MUNNO PARA

Last Sale Details

Dealing Reference	TRANSFER (T) 10974903
Dealing Date	05/06/2008
Sale Price	$97,500
Sale Type	TRANSFER FOR FULL MONETARY CONSIDERATION

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
ENCUMBRANCE	10974904	GEMTREE PROPERTY PTY. LTD. (ACN: 104 152 123)
MORTGAGE	11142916	AUSTRALIA & NEW ZEALAND BANKING GROUP LTD.

Stoppers

Dealing Type	Dealing Number	Beneficiary
CAVEAT	14621934	PUBLIC TRUSTEE
CAVEAT	14628119	PUBLIC TRUSTEE

Valuation Numbers

Copyright: www.landservices.com.au/copyright | Privacy: www.landservices.com.au/privacy | Terms of Use: www.landservices.com.au/sailis-terms-of-use

Valuation Number	Status	Property Location Address
2912688409	CURRENT	4 CANBERRA COURT, SMITHFIELD, SA 5114

Notations

Dealings Affecting Title

NIL

Notations on Plan

NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	2912688409
Type	Site & Capital Value
Date of Valuation	01/01/2026
Status	CURRENT
Operative From	01/07/2008
Property Location	4 CANBERRA COURT, SMITHFIELD, SA 5114
Local Government	PLAYFORD
Owner Names	CYNTHIA PRISCILLA ARUNDELL MICHAEL JOHN LEMIN
Owner Number	14703348
Address for Notices	4 CANBERRA CT SMITHFIELD 5114
Zone / Subzone	GN - General Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1100 - House
Description	9HDG
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
D77378 ALLOTMENT 21	CT 6010/191

Copyright: www.landservices.com.au/copyright | Privacy: www.landservices.com.au/privacy | Terms of Use: www.landservices.com.au/sailis-terms-of-use

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	$405,000	$870,000			
Previous	$275,000	$800,000			

Building Details

Valuation Number 2912688409

Building Style Conventional

Year Built 2009

Building Condition Very Good

Wall Construction Brick

Roof Construction Tiled (Terra Cotta or Cement)

Equivalent Main Area 248 sqm

Number of Main Rooms 9

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

Copyright: www.landservices.com.au/copyright | Privacy: www.landservices.com.au/privacy | Terms of Use: www.landservices.com.au/sailis-terms-of-use

SA Water

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
29 12688 40 9	CT6010191	22/9/2026	8452	2820083

FOX REAL ESTATE
PO BOX 456
NORTH ADELAIDE SA 5006
fox@foxrealestate.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: MJ LEMIN & CP ARUNDELL C/- PUBLIC TRUSTEE (2028793F
Location: 4 CANBERRA CT SMITHFIELD LT 21 DP77378
Description: 9HDG Capital Value: $ 870 000
Rating: Residential

Periodic charges

Raised in current years to 30/9/2026

				$
		Arrears as at: 30/6/2026	:	0.00
Water main available:	4/9/2008	Water rates	:	88.00
Sewer main available:	4/9/2008	Sewer rates	:	128.98
		Water use	:	0.00
		SA Govt concession	:	0.00
		Recycled Water Use	:	0.00
		Service Rent	:	0.00
		Recycled Service Rent	:	0.00
		Other charges	:	0.00
		Goods and Services Tax	:	0.00
		Amount paid	:	0.00
		Balance outstanding	:	216.98

Degree of concession: 00.00%
Recovery action taken: FINAL NOTICE

Next quarterly charges: Water supply: 88.00 Sewer: 128.98 Bill: 4/11/2026

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

The last Water Use Year ended on 13/04/2026.

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.

SA Water

South Australian Water Corporation

Name:
MJ LEMIN & CP ARUNDELL C/-
PUBLIC TRUSTEE (2028793F

Address:
4 CANBERRA CT SMITHFIELD LT 21
DP77378

Water & Sewer Account
Acct. No.: 29 12688 40 9

Amount: _____

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	2912688409

BPAY

Biller code: 8888
Ref: 2912688409

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: 2912688409

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 865
Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

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

PIR Reference No: 2820083

DATE OF ISSUE
22/09/2026

THE TRUSTEE FOR FOX REAL ESTATE
Fox Real Estate
POST OFFICE BOX 456
NORTH ADELAIDE SA 5006

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

OWNERSHIP NUMBER	OWNERSHIP NAME
14703348	C P ARUNDELL

PROPERTY DESCRIPTION

4 CANBERRA CT / SMITHFIELD SA 5114 / LT 21 DP77378

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R4	RE
2912688409	CT 6010/191	$870,000.00	1.000	0.400

LEVY DETAILS:

FINANCIAL YEAR
2026-2027

FIXED CHARGE	$	50.00
+ VARIABLE CHARGE	$	275.60
- REMISSION	$	162.85
- CONCESSION	$	0.00
+ ARREARS / - PAYMENTS	$	0.00
= AMOUNT PAYABLE	$	162.75

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 Certficate will be issued free of charge. **It is not the due date for payment.**

EXPIRY DATE **21/12/2026**

Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

PAYMENT REMITTANCE ADVICE

OWNERSHIP NUMBER
14703348

OWNERSHIP NAME
C P ARUNDELL

ASSESSMENT NUMBER
2912688409

AMOUNT PAYABLE
$162.75

AGENT NUMBER
100029743

AGENT NAME
THE TRUSTEE FOR FOX REAL ESTATE

EXPIRY DATE
21/12/2026

+70244168150022> +001571+ <0550456196> <0000016275> +444+

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

Biller Code: 456285 **Ref: 7024416815** Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au ® Registered to BPAY Pty Ltd ABN 69 079 137 518	**To pay via the internet go to:** www.revenuesaonline.sa.gov.au	Send your cheque or money order, made payable to the **Community Emergency Services Fund**, along with this **Payment Remittance Advice** to: **Please refer below.** **Revenue SA** **Locked Bag 555** **ADELAIDE SA 5001**

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

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE
ABN 19 040 349 865
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

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

PIR Reference No: 2820083

DATE OF ISSUE
22/09/2026

THE TRUSTEE FOR FOX REAL ESTATE
Fox Real Estate
POST OFFICE BOX 456
NORTH ADELAIDE SA 5006

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

OWNERSHIP NAME
C P ARUNDELL

FINANCIAL YEAR
2026-2027

PROPERTY DESCRIPTION
4 CANBERRA CT / SMITHFIELD SA 5114 / LT 21 DP77378

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
2912688409	CT 6010/191	$405,000.00	0.0600 HA

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

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

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

ON OR BEFORE **21/12/2026**

Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

Biller Code: 456293 **Ref: 7024416724** Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au ® Registered to BPAY Pty Ltd ABN 69 079 137 518	**To pay via the internet go to:** www.revenuesaonline.sa.gov.au	Send your cheque or money order, made payable to the **Commissioner of State Taxation**, along with this **Payment Remittance Advice** to: **Please refer below.** **Revenue SA** **Locked Bag 555** **ADELAIDE SA 5001**

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

Dealing Number	10974904
Dealing Type	ENCUMBRANCE (E)
Status	REGISTERED
Series No.	10974902
Series Seq. No.	003
Lodgement Date	10/06/2008 12:06
Lodging Agent	MORPHETT VALE CONVEYANCING (MVAC)
Correcting Agent	OPTIMA CONVEYANCING GROUP (OPTA)
No. of Copies	1
Dealing Date	10/06/2008
Completion Date	19/06/2008

Titles

Title Reference	Status	Whole or Portion
CT 6010/191	CURRENT	WHOLE

Encumbrancee GEMTREE PROPERTY PTY. LTD. (ACN: 104 152 123)

Copyright: www.landservices.com.au/copyright | Privacy: www.landservices.com.au/privacy | Terms of Use: www.landservices.com.au/sailis-terms-of-use

E 10974904

12:06 10-Jun-2008

Single Copy Only 3 of 3 Fees: $103.00

Series No.

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

MEMORANDUM OF ENCUMBRANCE

FORM APPROVED BY THE REGISTRAR-GENERAL

BELOW THIS LINE FOR OFFICE & STAMP DUTY PURPOSES ONLY

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1886

Registered Conveyancer

~~Jon Lovejoy~~ Sophie Tetianidis File Ref: G23848

Lodged by: AGENT CODE

Correction to: Optima Conveyancing OPTA62

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

1. CT 6010/191 MNAC
2.
3.
4.

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

1.
2.
3.
4.

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

ITEM(S)	AGENT CODE
CT 6010/191	MNAC

R-G 250505

CORRECTION	PASSED
REGISTERED	19 JUN 2008

REGISTRAR-GENERAL

pro

DATED 10 June 2008

EXECUTION

Signature of ENCUMBRANCER - Michael John Lemin

Signature of ENCUMBRANCER - Cynthia Priscilla Arundell

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

JAN JOHANNES VAN DYK

Print Full Name of Witness

JAN

UNIT 2/123 ANZAC HWY KURALTA PK SA 5037

Address of Witness

Business Hours Telephone Number 0411-654328

N.B. A penalty of up to $2000 or 6 months imprisonment applies for improper witnessing

Form M2

MEMORANDUM OF ENCUMBRANCE

CERTIFICATE(S) OF TITLE BEING ENCUMBERED

~~Allotment 21 in DP~~ The whole of ~~being portion of~~ the land comprised in Certificate of Title Register Book

Volume 6010 **Folio** 191

ESTATE AND INTEREST	ENCUMBRANCES
An estate in fee simple	Nil

ENCUMBRANCER (Full Name and Address)

MICHAEL JOHN LEMIN and CYNTHIA PRISCILLA ARUNDELL
of ~~28 Hewett Drive Regency Downs Qld 4341~~ 13 LANGSIDE DRIVE ANDREWS FARM SA 5114

ENCUMBRANCEE (Full Name, Address and Mode of Holding)

GEMTREE PROPERTY PTY LTD (A.C.N 104 152 123)
of 109 Archer Street North Adelaide SA 5006

OPERATIVE CLAUSE

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

(a) Insert the amount of the annuity or rent charge	(a) TEN CENTS $0.10 (if demanded)
(b) State the term of the annuity or rent charge. If for life use the words "during his or her lifetime"	(b) TO BE PAID TO THE ENCUMBRANCEE as a yearly rent charge for a term of 999 years commencing on the date of this Encumbrance
(c) State the times appointed for payment of the annuity or rent charge. Any special covenants may be inserted on page 2.	(c) AT THE TIMES AND IN THE MANNER FOLLOWING on the first day of January in each year commencing on the 1st day of January following the date of this Encumbrance AND with the performance and observance of the following covenants

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:

The purpose of this encumbrance

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

Interpreting this encumbrance

2. In this encumbrance, unless the contrary intention appears –
   2.1. "the land" means all the land and any rights and easements described above
   2.2. "development zone" means the whole of the land comprised in Deposited Plan No. 66805
   2.3. "development" means work of any kind, including but not limited to –
      A. "building works" as defined in the Building Works Contractors Act
      B. the construction or alteration of any permanent or temporary structure
      C. earthworks or landscaping of any kind
      D. repairs, painting or improvements of any kind
   2.4. reference to giving access to us includes giving access to our employees agents and contractors
   2.5. reference to a party includes the party's successors and transferees (and also the party's personal representatives if the party is a natural person)
   2.6. reference to any statute includes statutes which change or replace it and
   2.7. any word indicating the singular includes the plural and vice versa
3. If there are more than one of you then –
   3.1. we only have to give notices to one of you and
   3.2. all your obligations in this encumbrance are joint and several

Restrictions on the use and development of the land

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

Rules governing the use of the land

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

   6.1. You must not subdivide the land or create any additional allotment from it.

   6.2. Transportable buildings are not permitted on the land

   6.3. You must not use any caravan, tent or other shelter on the land as a place of residence

   6.4. You must not make any claim against us for the cost of (or for contribution to the cost of) erecting a fence between the land and any land of ours. You indemnify us against such claim.

   6.5. You must site your dwelling, driveway and crossover in accordance with the Building Envelope Plan as issued by the Developer from time to time.

   6.6. You must commence construction of a dwelling on the land within twelve (12) months of the date of this encumbrance.

7. The provisions of the Law of Property Act and the Real Property Act relating to encumbrances apply to this encumbrance.

8. The provisions referred to in the above Clause 7 include, amongst other rights and obligations –

   8.1. an obligation on you to keep all improvements on the land in good repair

   8.2. a right of ours to enter upon the land, upon giving the occupier of the dwelling house reasonable notice of our intention to do so, to inspect the state of repair of such improvements

   8.3. an obligation on you to pay the rent charge at the time and in the manner set out in this encumbrance

   8.4. the right of a subsequent mortgagee or encumbrancee to redeem this encumbrance

   8.5. a right of ours to sell the land if you default in payment of the rent charge or in observing your obligations expressed or implied in this encumbrance

   8.6. a power of ours, if you default in payment of the rent charge, to enter and take possession of the land or bring an action for recovery of the land, or to distrain the goods of the tenant or occupier of the land

Dwelling

9. During the continuance of this encumbrance, you SHALL NOT:

   9.1. erect or cause to be erected any building or structure other than one main dwelling house together with the usual domestic outbuildings ancillary to the use of such dwelling house.

   9.2. erect or cause to be erected, a roof on such dwelling house with a pitch of less than twenty one (21) degrees unless otherwise approved by us.

   9.3. unless approved by us, erect or cause or permit to be erected any residential dwelling house, unless the minimum living area (excluding carports, garages, verandahs, porticos, pergolas, balconies and outbuildings) shall be

      9.3.1 in the case of allotments 550 m^2 or over, not less than 130 square metres,

      9.3.2 in the case of allotments less than 549m^2, not less than 90 square metres

9.4. place any advertising or business signage on the land or in the front window or on the walls of any residential dwelling house except real estate signage associated with the sale of an established home.

9.5. erect or cause to be erected any dwelling house other than a dwelling house of permanent structure and of at least sixty per cent (60%) masonry construction or such other materials as shall be approved by us, the exterior of the dwelling house being constructed of new, non-reflective materials and the interior of the dwelling house being constructed of new materials. Neither the interior nor the exterior of the dwelling house are to be constructed of materials such as asbestos cement, fibrous cement, fibreglass, plastic or rubber or any material of a like nature. In this clause, the term "permanent structure" shall mean a dwelling house which is permanently affixed to the land and shall not include a dwelling house of which any part is of a portable or transportable nature.

9.6. use second-hand or used materials in the construction of the dwelling house or the domestic outbuildings.

9.7. use the land other than solely for residential purposes unless you shall obtain our prior written consent and the prior written consent of the relevant council.

9.8. erect or permit to be erected any structure or structures which are ancillary to the use of the dwelling house and outbuildings or any improvements unless such ancillary structure shall be made of new, non-reflective, non-bright coloured materials.

9.9. use white roofing cladding.

9.10. delay or permit to be delayed the completion of the construction of the dwelling house after construction of the same has commenced.

Carport/Sheds

9.11. erect or cause to be erected unless otherwise approved by us on the land any dwelling house which does not provide accommodation for at least one vehicle either in the form of one carport under the main roof or the dwelling house or other suitable free standing vehicle accommodation having a roof line similar in style and of the same roofing materials as that of the dwelling house.

9.12. erect or cause to be erected any shed, garden shed or outbuilding which shall be other than a maximum height of 2.4 m with a ridge height of 3.0m.

9.13. erect or cause to be erected any shed or outbuilding closer than 1.0 m from any boundary.

9.14. erect or cause to be erected any shed or outbuilding within 10 m of any road or reserve

9.15. erect or cause to be erected any shed or outbuilding unless any such shed or outbuilding is constructed of materials which are of a powder coated cladding type. The said buildings shall not be painted.

9.16. erect or cause to be erected any shed or outbuilding greater in area than 10 m^2 without first obtaining prior written approval from both the relevant council and us.

Fencing

9.17. erect or cause to be erected any fence forward of the building alignment or on the front alignment of the land (unless the land is a corner allotment and has two front alignments) in which case you may erect a fence along one of the front alignments for the purpose of enclosing a ground at the rear of the land provided that such fence does not extend within 8m of the front alignment. You may, with our prior written approval, erect a decorative fence of not more than 1.2 m in height (made of new, non-reflective materials) at such place or places and of such design as we may from time to time determine.

9.18. erect or cause to be erected any fence on the land which is less than 1800 mm in height and all fencing shall be constructed of powder coated steel materials in a smooth cream colour in either a post and rail style or a good neighbour modular style.

Landscaping

10. If the land comprises any one of Allotments 265 to 274, 1 to 17 or 90 to 92 inclusive in the Development Zone, then within a period of 3 calendar months after the completion of a dwelling house upon the land, you shall landscape the area between the front alignment of the dwelling house and the kerb alignment or pedestrian walkway fronting or bounding the land, and in the case of a corner allotment you shall also landscape the area between the side alignment of the dwelling house and the kerb alignment or pedestrian walkway. If the land comprises any other Allotment in the Development Zone, you shall landscape the land in the above manner within a period of twelve (12) calendar months after completion of a dwelling house on the land. You shall at all times thereafter maintain, keep tidy and care for the landscaping.

Parking of Vehicles

11. You must not cause or allow;

    11.1. parking of motor vehicles on other than the driveway on the land

    11.2. the storage of boats, caravans, cars and/or trailers forward of the front alignment of the dwelling house

Power of sale of the land

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

Your obligations on transferring the land

13. If you wish to sell or otherwise transfer the land before construction or a dwelling house has been completed then we shall have the option of re-purchasing the land subject only to this Encumbrance for the price not less than the price that you purchased the land from us.

14. In such case you shall make an offer in writing addressed to us for us to purchase the land for a price which is not less than the price that you purchased the land from us, and such offer will remain open for acceptance for one calendar month after the date of service of the offer.

15. If the offer is accepted you shall sell the land to us on the terms set out in this clause and settlement will be effected and the purchase price paid in full within one calendar month from the date of acceptance in exchange for a proper registrable transfer of the land (subject only to this Encumbrance) and delivery of the duplicate Certificate of Title. Rates and taxes and all other outgoings in respect of the land will be adjusted to the date of settlement and all costs associated with the transfer will be borne by us.

16. The offer shall be served on us by being left at or posted in a pre-paid envelope addressed to us at our office in South Australia.

17. Until the expiration of the period of one month from the date of service of the offer you shall not be at liberty to transfer or agree to transfer the land unless in the meantime we decline such an offer in writing.

18. You must not otherwise sell or transfer the land except subject to this encumbrance

19. If we require it, you must cause the prospective purchaser to execute in our favour an encumbrance substantially in the same form as this encumbrance. You must also cause that encumbrance to be registered immediately after the transfer of the land to the purchaser, and before any other interest in the land is created.

20. If you cease to be a registered proprietor of the land, you must tell us the name and address of any new proprietor. Once you do so, you will no longer be liable to pay us the rent charge. The covenants in this encumbrance only bind the registered proprietor of the land for the time being.

Waiver and assignment

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

22. We may modify waive or release any of the covenants in this encumbrance. A party's action, or lack of it, on any disobedience of this encumbrance by the other does not

    22.1. affect the party's rights if the other repeats or continues the disobedience or

    22.2. disobeys this encumbrance in another way

23. No waiver is effective unless in writing signed by our authorised officer

Assignment by us

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

Severance of invalid clauses

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

26. If it cannot be read down, it must be severed (that is, treated as if cut out)

27. The rest if this encumbrance is not affected if any clauses are read down or severed

Payment of costs

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

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

How notices may be given

29. All notices (including approvals or demands)

    29.1. must be in writing

    29.2. must be given to the other party

    29.3. can be given in person

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

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

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

29.7. are, If posted, treated as given the next business day after posting

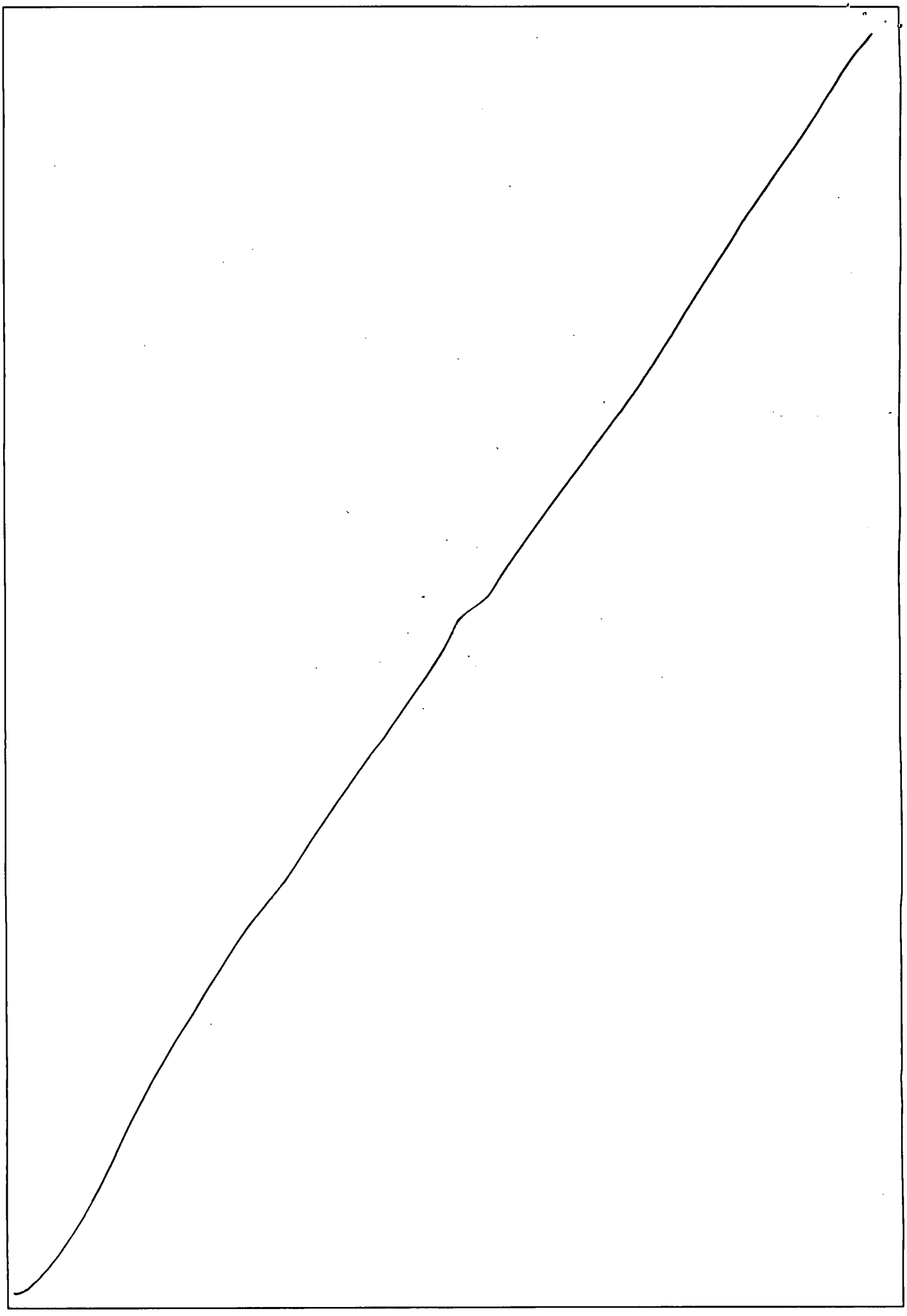
29.8. may, if the party has a facsimile number, be sent by facsimile transmission to that facsimile number. In that case, the notice is treated as having been given when the sender's facsimile machine confirms that the transmission has been successfully completed

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

Sunset Clause

30. Our rights and obligations will cease twenty four (24) months after we cease to be the registered proprietor of any of the residential building allotments created in the Development Zone.

31. For the avoidance of doubt it is expressly stated that the rights and obligations of the owners of any land in the Development Zone arising under the building scheme created by this encumbrance will continue despite the provisions of clause 30.



Dealing Number	11142916
Dealing Type	MORTGAGE (M)
Status	REGISTERED
Series No.	11142916
Series Seq. No.	001
Lodgement Date	23/03/2009 12:32
Lodging Agent	AUSTRALIA & NEW ZEALAND BANKING GROUP LTD. (ANZB)
Correcting Agent	AUSTRALIA & NEW ZEALAND BANKING GROUP LTD. (ANZB)
No. of Copies	1
Dealing Date	27/02/2009
Completion Date	06/04/2009

Titles

Title Reference	Status	Whole or Portion
CT 6010/191	CURRENT	WHOLE

Mortgagee AUSTRALIA & NEW ZEALAND BANKING GROUP LTD.

Copyright: www.landservices.com.au/copyright | Privacy: www.landservices.com.au/privacy | Terms of Use: www.landservices.com.au/sailis-terms-of-use

Dealing Number	14621934
Dealing Type	CAVEAT (X)
Status	REGISTERED
Series No.	14621934
Series Seq. No.	001
Lodgement Date	23/09/2025 16:36
Lodging Agent	COWELL CLARKE (EL - PEXA) (E100851)
Correcting Agent	COWELL CLARKE (EL - PEXA) (E100851)
No. of Copies	1
Dealing Date	23/09/2025
Completion Date	26/09/2025

Titles

Title Reference	Status	Whole or Portion
CT 6010/191	CURRENT	WHOLE

Caveator	PUBLIC TRUSTEE (ADMINISTRATOR)
Caveatee	CYNTHIA PRISCILLA ARUNDELL (A PROTECTED PERSON (GUARDIANSHIP AND ADMINISTRATION ACT 1993))
Additional Name and Address for Notices	CYNTHIA PRISCILLA ARUNDELL OF GENERAL POST OFFICE BOX 1338, ADELAIDE, SA 5001

Copyright: www.landservices.com.au/copyright | Privacy: www.landservices.com.au/privacy | Terms of Use: www.landservices.com.au/sailis-terms-of-use

Dealing Number	14628119
Dealing Type	CAVEAT (X)
Status	REGISTERED
Series No.	14628119
Series Seq. No.	001
Lodgement Date	01/10/2025 13:24
Lodging Agent	MILLS OAKLEY (EL - PEXA) (E100557)
Correcting Agent	MILLS OAKLEY (EL - PEXA) (E100557)
No. of Copies	1
Dealing Date	01/10/2025
Completion Date	08/10/2025

Titles

Title Reference	Status	Whole or Portion
CT 6010/191	CURRENT	WHOLE

Caveator	PUBLIC TRUSTEE (ADMINISTRATOR)
Caveatee	MICHAEL JOHN LEMIN (A PROTECTED PERSON (GUARDIANSHIP AND ADMINISTRATION ACT 1993))
Additional Name and Address for Notices	MICHAEL JOHN LEMIN OF PUBLIC TRUSTEE, 211 VICTORIA SQ ADELAIDE, SA 5000

Copyright: www.landservices.com.au/copyright | Privacy: www.landservices.com.au/privacy | Terms of Use: www.landservices.com.au/sailis-terms-of-use