FORM 1 - VENDOR'S STATEMENT

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

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☑

Preliminary

To the purchaser:

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

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

PART A – PARTIES AND LAND

1. **Purchaser:** _____

_____

Address: _____

2. **Purchaser's registered agent:** _____ ☐

Address: _____

3. **Vendor:** **NICHOLAS JOHN HEYSEN**

Address: **28 CHURCH STREET PORT WILLUNGA SA 5173**

4. **Vendor's registered agent:** **FOX REAL ESTATE (SA) PTY LTD 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 Land** [Identify the land including any certificate of title reference]

10-12 FINNISS STREET NORTH ADELAIDE SA 5006 BEING:

ALLOTMENT 10 IN DEPOSITED PLAN 42431 BEING THE WHOLE OF THE LAND IN CERTIFICATE OF TITLE VOLUME 5343 FOLIO 155; AND

ALLOTMENT 5 IN DEPOSITED PLAN 30993 BEING THE WHOLE OF THE LAND IN CERTIFICATE OF TITLE VOLUME 5343 FOLIO 160

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 – Forms 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:
28 CHURCH STREET PORT WILLUNGA SA 5173
(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
(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.

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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, **NICHOLAS JOHN HEYSEN**

of **28 CHURCH STREET PORT WILLUNGA SA 5173**

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-Oct-2026 Signed: Signed on Greatforms by: P8F3KO3Y6IM0V2VX4FBR7RVABY

Date: _____ Signed: _____

Date: _____ Signed: _____

PART D – CERTIFICATE WITH RESPECT TO PRESCRIBED INQUIRIES BY REGISTERED AGENT ☑

(section 9)

To the purchaser:

I, **CHRISTOPHER GILL FOR AND ON BEHALF OF THE FORM 1 COMPANY 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: 22/10/2026 Signed: _____

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

*Person authorised to act on behalf of Vendor's/~~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?*** ***Are there attachments?*** *If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):* Number of mortgage (if registered): Name of mortgagee:	☐ **YES / NO** **YES / NO**
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?*** ***Are there attachments?*** *If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):* **PROPERTY INTEREST REPORTS** Description of land subject to easement: **PORTION OF THE LAND IN THE SAID CERTIFICATES OF TITLE** Nature of easement: **REFER PAGE 12 IN THE PROPERTY INTEREST REPORTS 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):	☑ **NO** **YES**
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?*** ***Are there attachments?*** *If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):* Nature of restrictive covenant: Name of person in whose favour restrictive covenant operates: Does the restrictive covenant affect the whole of the land being acquired? (If **NO**, give details): Does the restrictive covenant affect land other than that being acquired?	☐ **YES / NO** **YES / NO**
1.4 Lease, agreement for lease, tenancy agreement or licence (The information does not include information about any sublease or subtenancy. That information may	***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):* **LEASE**	☑ **YES** **YES**

Column 1	Column 2	Column 3
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.]*	Names of parties: **THE VENDOR AND AGRITRADING PTY LIMITED** Period of lease, agreement for lease etc: From **15/12/2021** To **14/12/2026** Amount of rent or licence fee: **$3,000.00 PLUS GST** **PER CALENDAR MONTH** (period) Is the lease, agreement for lease etc in writing? **YES** 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: **NOT APPLICABLE** (b) the outstanding amounts due (including any interest or penalty): **NOT APPLICABLE**	

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?	**NO**
		Are there attachments?	**YES**
		*If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):* **CITY OF ADELAIDE SEARCHES**	
		Condition(s) of authorisation: **REFER APPLICATION DA/278/2005**	

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?	**NO**
		Are there attachments?	**YES**
		*If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):* **CITY OF ADELAIDE SEARCHES**	
		Nature of condition(s): **REFER APPROVAL P4702**	

19. *Land Tax Act 1936*

19.1	Notice, order or demand for payment of land tax	***Is this item applicable?***	☑
		Will this be discharged or satisfied prior to or at settlement?	**YES**

Column 1	Column 2	Column 3
	Are there attachments?	**YES**
	*If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):* **CERTIFICATES OF LAND TAX PAYABLE**	
	Date of notice, order or demand: **REFER REVENUESA**	
	Amount payable (as stated in the notice): **REFER CERTIFICATES OF LAND TAX PAYABLE**	

29. *Planning, Development and Infrastructure Act 2016*

29.1	Part 5 – Planning and Design Code	***Is this item applicable?***	☑
		Will this be discharged or satisfied prior to or at settlement?	**NO**
*[**Note** – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*		***Are there attachments?***	**YES**
		*If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):* **CITY OF ADELAIDE SEARCHES AND PROPERTY INTEREST REPORTS**	
		Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code): **10-12 FINNISS ST NORTH ADELAIDE SA 5006 LTS 5 10**	
		ZONES **CITY LIVING - CL**	
		SUBZONES **NORTH ADELAIDE LOW INTENSITY - NALI**	
		OVERLAYS **AIRPORT BUILDING HEIGHTS (REGULATED) - ALL STRUCTURES OVER 153.5 METRES AHD** **THE AIRPORT BUILDING HEIGHTS (REGULATED) OVERLAY SEEKS TO ENSURE BUILDING HEIGHT DOES NOT POSE A HAZARD TO THE OPERATION AND SAFETY REQUIREMENTS OF COMMERCIAL AND MILITARY AIRFIELDS.**	
		DESIGN **THE DESIGN OVERLAY SEEKS TO ENSURE SIGNIFICANT DEVELOPMENT POSITIVELY CONTRIBUTES TO THE LIVEABILITY, DURABILITY AND SUSTAINABILITY OF THE BUILT ENVIRONMENT THROUGH HIGH-QUALITY DESIGN.**	
		HISTORIC AREA - ADEL13 **THE HISTORIC AREA OVERLAY AIMS TO REINFORCE HISTORIC THEMES AND CHARACTERISTICS THROUGH CONSERVATION, CONTEXTUALLY RESPONSIVE DEVELOPMENT, DESIGN AND ADAPTIVE REUSE THAT RESPONDS TO THE ATTRIBUTES EXPRESSED IN THE HISTORIC AREA STATEMENT. THE DEMOLITION OF WHOLE OR PART OF A BUILDING WITHIN THE HISTORIC AREAS OVERLAY REQUIRES A DEVELOPMENT APPLICATION TO BE SUBMITTED FOR ASSESSMENT AND CAN ONLY PROCEED IF APPROVED.**	
		HERITAGE ADJACENCY **THE HERITAGE ADJACENCY OVERLAY SEEKS TO ENSURE DEVELOPMENT ADJACENT TO STATE AND LOCAL HERITAGE PLACES MAINTAINS THE HERITAGE AND CULTURAL VALUES OF THOSE PLACES.**	
		HAZARDS (FLOODING - EVIDENCE REQUIRED)	

Column 1	Column 2	Column 3
	THE HAZARDS (FLOODING - EVIDENCE REQUIRED) OVERLAY ADOPTS A PRECAUTIONARY APPROACH TO MITIGATE POTENTIAL IMPACTS OF POTENTIAL FLOOD RISK THROUGH APPROPRIATE SITING AND DESIGN OF DEVELOPMENT. **LOCAL HERITAGE PLACE - 807** **THE LOCAL HERITAGE PLACE OVERLAY SEEKS TO MAINTAIN THE HERITAGE AND CULTURAL VALUES OF LOCAL HERITAGE PLACES THROUGH CONSERVATION, ONGOING USE AND ADAPTIVE REUSE.** **PRESCRIBED WELLS AREA** **THE PRESCRIBED WELLS AREA OVERLAY SEEKS TO ENSURE SUSTAINABLE WATER USE IN PRESCRIBED WELLS AREAS.** **REGULATED AND SIGNIFICANT TREE** **THE REGULATED AND SIGNIFICANT TREE OVERLAY SEEKS TO MITIGATE THE LOSS OF REGULATED TREES THROUGH APPROPRIATE DEVELOPMENT AND REDEVELOPMENT.** **STORMWATER MANAGEMENT** **THE STORMWATER MANAGEMENT OVERLAY SEEKS TO ENSURE NEW DEVELOPMENT INCORPORATES WATER SENSITIVE URBAN DESIGN TECHNIQUES TO CAPTURE AND RE-USE STORMWATER.** **URBAN TREE CANOPY** **THE URBAN TREE CANOPY OVERLAY SEEKS TO PRESERVE AND ENHANCE URBAN TREE CANOPY THROUGH THE PLANTING OF NEW TREES AND RETENTION OF EXISTING MATURE TREES WHERE PRACTICABLE.** Is 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? **YES** 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.]*	***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:	

Column 1	Column 2	Column 3
	Condition(s) of authorisation:	

SCHEDULE – DIVISION 2 – OTHER PARTICULARS
(section 7(1)(b))

Particulars relating to asbestos at workplaces ☑

1 In these particulars –

asbestos and ***asbestos containing material*** have the same meaning as in the *Work Health and Safety Regulations 2012*;

workplace has the same meaning as in the *Work Health and Safety Act 2012*.

2 Is there a workplace on the land?
YES

3 If **YES**, is there an asbestos register for the workplace?
YES

4 If **YES**, does that register record any asbestos or asbestos containing material at the workplace (or likely to be present at the workplace from time to time) and specify the location, type and condition of that asbestos or asbestos containing material?
NO

5 If **YES**:

(a) give details of the location, type and condition of the asbestos or asbestos containing material:

(b) has a plan been prepared for the management of asbestos at the workplace?

If **YES**, give details:

(c) is any asbestos or asbestos containing material to be removed before settlement?

If **YES**, give details:

Note –

1 A register is not required to be prepared for a workplace –

(a) if a register has already been prepared for the workplace; or

(b) if –

(i) the workplace is a building that was constructed after 31 December 2003; and

(ii) no asbestos has been identified at the workplace; and

(iii) no asbestos is likely to be present at the workplace from time to time.

See regulation 425 of the *Work Health and Safety Regulations 2012.*

2 A person with management or control of a workplace who plans to relinquish management or control must ensue (so far as is reasonably practicable) that the asbestos register is given to the person assuming management or control of the workplace.

See regulation 428 of the *Work Health and Safety Regulations 2012.*

Particulars relating to environment protection ☑

1 – Interpretation

(1) In this and the following items (items 1 to 7 inclusive) –

domestic activity has the same meaning as in the *Environment Protection Act 1993*;

environmental assessment, in relation to land, means an assessment of the existence or nature or extent of –

(a) site contamination (within the meaning of the *Environment Protection Act 1993*) at the land; or

(b) any other contamination of the land by chemical substances,

and includes such an assessment in relation to water on or below the surface of the land;

EPA means the Environment Protection Authority established under the *Environment Protection Act 1993*;

pre-1 July 2009 site audit, in relation to land, means a review (carried out by a person recognised by the EPA as an environmental auditor) that examines environmental assessments or remediation of the land for the purposes of determining:

(a) the nature and extent of contamination of the land by chemical substances present or remaining on or below the surface of the land; and

(b) the suitability of the land for a particular use; and

(c) what remediation is or remains necessary for a particular use,

but does not include a site contamination audit (as defined below) completed on or after 1 July 2009;

pre-1 July 2009 site audit report means a detailed written report that sets out the findings of a pre-1 July 2009 site audit;

prescribed commercial or industrial activity – see item 1(2);

prescribed fee means the fee prescribed under the *Environment Protection Act 1993* for inspection of, or obtaining copies of information on, the public register;

public register means the public register kept by the EPA under section 109 of the *Environment Protection Act 1993*;

site contamination audit has the same meaning as in the *Environment Protection Act 1993*;

site contamination audit report has the same meaning as in the *Environment Protection Act 1993*.

(2) For the purposes of this and the following items (items 1 to 7 inclusive), each of the following activities (as defined in Schedule 3 clause 2 of the *Environment Protection Regulations 2023*) is a prescribed commercial or industrial activity:

abrasive blasting	acid sulphate soil generation	agricultural activities
airports, aerodromes or aerospace industry	animal burial	animal dips or spray race facilities
animal feedlots	animal saleyards	asbestos disposal
asphalt or bitumen works	battery manufacture, recycling or disposal	breweries
brickworks	bulk shipping facilities	cement works
ceramic works	charcoal manufacture	coal handling or storage
coke works	compost or mulch production or storage	concrete batching works
curing or drying works	defence works	desalination plants
dredge spoil disposal or storage	drum reconditioning or recycling works	dry cleaning
electrical or electronics component manufacture	electrical substations	electrical transformer or capacitor works
electricity generation or power plants	explosives or pyrotechnics facilities	fertiliser manufacture
fibreglass manufacture	fill or soil importation	fire extinguisher or retardant manufacture
fire stations	fire training areas	foundry
fuel burning facilities	furniture restoration	gasworks
glass works	glazing	hat manufacture or felt processing
incineration	iron or steel works	laboratories
landfill sites	lime burner	metal coating, finishing or spray painting
metal forging	metal processing, smelting, refining or metallurgical works	mineral processing, metallurgical laboratories or mining or extractive industries
mirror manufacture	motor vehicle manufacture	motor vehicle racing or testing venues
motor vehicle repair or maintenance	motor vehicle wrecking yards	mushroom farming
oil recycling works	oil refineries	paint manufacture
pest control works	plastics manufacture works	printing works
pulp or paper works	railway operations	rubber manufacture or processing
scrap metal recovery	service stations	ship breaking
spray painting	tannery, fellmongery or hide curing	textile operations
transport depots or loading sites	tyre manufacture or retreading	vermiculture
vessel construction, repair or maintenance	waste depots	wastewater storage, treatment or disposal
water discharge to underground aquifer	wetlands or detention basins	wineries or distilleries
wood preservation works	woolscouring or wool carbonising works	works depots (operated by councils or utilities)

2 – Pollution and site contamination on the land – questions for vendor

(1) Is the vendor aware of any of the following activities ever having taken place at the land:
(a) storage, handling or disposal of waste or fuel or other chemicals (other than in the ordinary course of domestic activities)?
(b) importation of soil or other fill from a site at which –
(i) an activity of any kind listed in paragraph (a) has taken place; or
(ii) a prescribed commercial or industrial activity (see item 1(2) above) has taken place?

YES

If YES, give details of all activities that the vendor is aware of and whether they have taken place before or after the vendor acquired an interest in the land:

SHORT TERM ACCOMMODATION, PICTURE FRAMING, ART GALLERY, OFFICE USE AND ACTIVITIES ASSOCIATED WITH ALL THOSE USES HAVE TAKEN PLACE BEFORE AND AFTER THE VENDOR ACQUIRED AN INTEREST IN THE LAND. REFER TO VENDOR FOR DETAILS.

(2) Is the vendor aware of any prescribed commercial or industrial activities (see item 1(2) above) ever having taken place at the land?

NO

If YES, give details of all activities that the vendor is aware of and whether they have taken place before or after the vendor acquired an interest in the land:

(3) Is the vendor aware of any dangerous substances ever having been kept at the land pursuant to a licence under the *Dangerous Substances Act 1979*?

NO

If YES, give details of all dangerous substances that the vendor is aware of and whether they were kept at the land before or after the vendor acquired an interest in the land:

(4) Is the vendor aware of the sale or transfer of the land or part of the land ever having occurred subject to an agreement for the exclusion or limitation of liability for site contamination to which section 103E of the *Environment Protection Act 1993* applies?

NO

If YES, give details of each sale or transfer and agreement that the vendor is aware of:

(5) Is the vendor aware of an environmental assessment of the land or part of the land ever having been carried out or commenced (whether or not completed)?

NO

If YES, give details of all environmental assessments that the vendor is aware of and whether they were carried out or commenced before or after the vendor acquired an interest in the land:

Note –

These questions relate to details about the land that may be known by the vendor. A "**YES**" answer to the questions at items 2(1) or 2(2) may indicate that a ***potentially contaminating activity*** has taken place at the land (see sections 103C and 103H of the *Environment Protection Act 1993*) and that assessments or remediation of the land may be required at some future time.
A "**YES**" answer to any of the questions in this item may indicate the need for the purchaser to seek further information regarding the activities, for example, from the council or the EPA.

3 – Licences and exemptions recorded by EPA in public register

Does the EPA hold any of the following details in the public register:

(a) details of a current licence issued under Part 6 of the *Environment Protection Act 1993* to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?

NO

(b) details of a licence no longer in force issued under Part 6 of the *Environment Protection Act 1993* to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?–

NO

(c) details of a current exemption issued under Part 6 of the *Environment Protection Act 1993* from the application of a specified provision of that Act in relation to an activity carried on at the land?

NO

(d) details of an exemption no longer in force issued under Part 6 of the *Environment Protection Act 1993* from the application of a specified provision of that Act in relation to an activity carried on at the land?

NO

(e) details of a licence issued under the repealed *South Australian Waste Management Commission Act 1979* to operate a waste depot at the land?

NO

(f) details of a licence issued under the repealed *Waste Management Act 1987* to operate a waste depot at the land?

NO

(g) details of a licence issued under the repealed *South Australian Waste Management Commission Act 1979* to produce waste of a prescribed kind (within the meaning of that Act) at the land?

NO

(h) details of a licence issued under the repealed *Waste Management Act 1987* to produce prescribed waste (within the meaning of that Act) at the land?

NO

Note –

These questions relate to details about licences and exemptions required to be recorded by the EPA in the public register.

If the EPA answers "**YES**" to any of the questions –

- in the case of a licence or exemption under the *Environment Protection Act 1993* –
  - the purchaser may obtain a copy of the licence or exemption from the public register on payment of the prescribed fee; and
  - the purchaser should note that transfer of a licence or exemption is subject to the conditions of the licence or exemption and the approval of the EPA (see section 49 of the *Environment Protection Act 1993*); and
- in the case of a licence under a repealed Act – the purchaser may obtain details about the licence from the public register on payment of the prescribed fee.

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

The EPA will not provide details about licences to conduct the following prescribed activities of environmental significance (within the meaning of Schedule 1 Part A of the *Environment Protection Act 1993*): waste transport business (category A), waste transport business (category B), dredging, earthworks drainage, any other activities referred to in Schedule 1 Part A undertaken by means of mobile works, helicopter landing facilities, marinas and boating facilities or discharges to marine or inland waters.

The EPA will not provide details about exemptions relating to –

- the conduct of any of the licensed activities in the immediately preceding paragraph in this note; or
- noise.

4 – Pollution and site contamination on the land – details recorded by EPA in public register

Does the EPA hold any of the following details in the public register in relation to the land or part of the land:

(a) details of serious or material environmental harm caused or threatened in the course of an activity (whether or not notified under section 83 of the *Environment Protection Act 1993)?*

NO

(b) details of site contamination notified to the EPA under section 83A of the *Environment Protection Act 1993*?

NO

(c) a copy of a report of an environmental assessment (whether prepared by the EPA or some other person or body and whether or not required under legislation) that forms part of the information required to be recorded in the public register?

NO

(d) a copy of a site contamination audit report?

NO

(e) details of an agreement for the exclusion or limitation of liability for site contamination to which section 103E of the *Environment Protection Act 1993* applies?

NO

(f) details of an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the *Environment Protection Act 1993*?

NO

(g) details of an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the *Environment Protection Act 1993?*

NO

(h) details of a notification under section 103Z(1) of the *Environment Protection Act 1993* relating to the commencement of a site contamination audit?

NO

(i) details of a notification under section 103Z(2) of the *Environment Protection Act 1993* relating to the termination before completion of a site contamination audit?

NO

(j) details of records, held by the former South Australian Waste Management Commission under the repealed *Waste Management Act 1987*, of waste (within the meaning of that Act) having been deposited on the land between 1 January 1983 and 30 April 1995?

NO

Note –

These questions relate to details required to be recorded by the EPA in the public register. If the EPA answers "YES" to any of the questions, the purchaser may obtain those details from the public register on payment of the prescribed fee.

5 – Pollution and site contamination on the land – other details held by EPA

Does the EPA hold any of the following details in relation to the land or part of the land:

(a) a copy of a report known as a "Health Commission Report" prepared by or on behalf of the South Australian Health Commission (under the repealed *South Australian Health Commission Act 1976*)?

NO

(b) details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the *Environment Protection Act 1993*?

NO

(c) details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the *Environment Protection Act 1993*?

NO

(d) a copy of a pre-1 July 2009 site audit report?

NO

(e) details relating to the termination before completion of a pre-1 July 2009 site audit?

NO

Note –

These questions relate to details that the EPA may hold. If the EPA answers "**YES**" to any of the questions, the purchaser may obtain those details from the EPA (on payment of any fee fixed by the EPA).

6 – Further information held by councils

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

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

(b) a change in the use of the land or part of the land (within the meaning of the *Development Act 1993* or the *Planning, Development and Infrastructure Act 2016*)?

YES

Note –

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

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

It should be noted that –

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

7 – Further information for purchasers

Note –

The purchaser is advised that other matters under the *Environment Protection Act 1993* (that is, matters other than those referred to in this Statement) that may be relevant to the purchaser's further enquiries may also be recorded in the public register. These include:

- details relating to environmental authorisations such as applications, applicants, locations of activities, conditions, suspension, cancellation or surrender of authorisations, disqualifications, testing requirements and test results;
- details relating to activities undertaken on the land under licences or other environmental authorisations no longer in force;
- written warnings relating to alleged contraventions of the *Environment Protection Act 1993*;
- details of prosecutions and other enforcement action;
- details of civil proceedings;
- other details prescribed under the *Environment Protection Act 1993* (see section 109(3)(l)).

Details of these matters may be obtained from the public register on payment to the EPA of the prescribed fee.

If –

- an environment performance agreement, environment protection order, clean-up order, clean-up authorisation, site contamination assessment order or site remediation order has been registered on the certificate of title for the land; or
- a notice of declaration of special management area in relation to the land has been gazetted; or
- a notation has been made on the certificate of title for the land that a site contamination audit report has been prepared in respect of the land; or
- a notice of prohibition or restriction on taking water affected by site contamination in relation to the land has been gazetted,

it will be noted in the items under the heading *Environment Protection Act 1993* under the Table of Particulars in this Statement. Details of any registered documents may be obtained from the Lands Titles Registration Office.

ACKNOWLEDGEMENT OF RECEIPT OF FORM 1

The Purchaser hereby acknowledges receipt of the following:

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

the above being identified by page numbered 1 to 16 inclusive, together with the following annexures and supporting documents (if any):

CERTIFICATE OF TITLE VOLUME 5343 FOLIO 155
PROPERTY INTEREST REPORT
SA WATER, EMERGENCY SERVICES LEVY AND LAND TAX CERTIFICATES
CITY OF ADELAIDE SEARCH

CERTIFICATE OF TITLE VOLUME 5343 FOLIO 160
PROPERTY INTEREST REPORT
SA WATER, EMERGENCY SERVICES LEVY AND LAND TAX CERTIFICATES
CITY OF ADELAIDE SEARCH
LEASE
ASBESTOS REGISTER

SIGNED BY THE PURCHASER:

THIS _____ DAY OF _____

_____ (Signature)

_____ (Signature)

_____ (Signature)

_____ (Signature)

The Purchaser acknowledges and consents to the Vendor and Agent or their authorised representatives signing the Form 1 by electronic and/or digital signatures under the Electronic Transactions Act (Cth) and (SA).

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 issues raised in this form and any other concerns you may have, we strongly recommend you obtain independent advice through a building inspector, a lawyer and a financial adviser.

Certificate of Title

Volume 5343 Folio 155

and

Property Interest Report

LAND SERVICES SA

Product	Register Search (CT 5343/155)
Date/Time	31/08/2026 09:44AM
Customer Reference	
Order ID	20260831003313

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.

REGISTRAR - GENERAL SOUTH AUSTRALIA

Certificate of Title - Volume 5343 Folio 155

Parent Title(s) CT 4378/140, CT 4378/144, CT 4378/145, CT 4378/146 AND OTHERS

Creating Dealing(s) RTD 7879165, T 8025308, VE 8025309, VE 8025310, VE 8025311, VE 8025312, T 8025313

Title Issued 28/05/1996 **Edition** 4 **Edition Issued** 21/11/2007

Estate Type

FEE SIMPLE

Registered Proprietor

NICHOLAS JOHN HEYSEN
OF 10 FINNISS STREET NORTH ADELAIDE SA 5006

Description of Land

ALLOTMENT 10 DEPOSITED PLAN 42431
IN THE AREA NAMED NORTH ADELAIDE
HUNDRED OF YATALA

Easements

NIL

Schedule of Dealings

NIL

Notations

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

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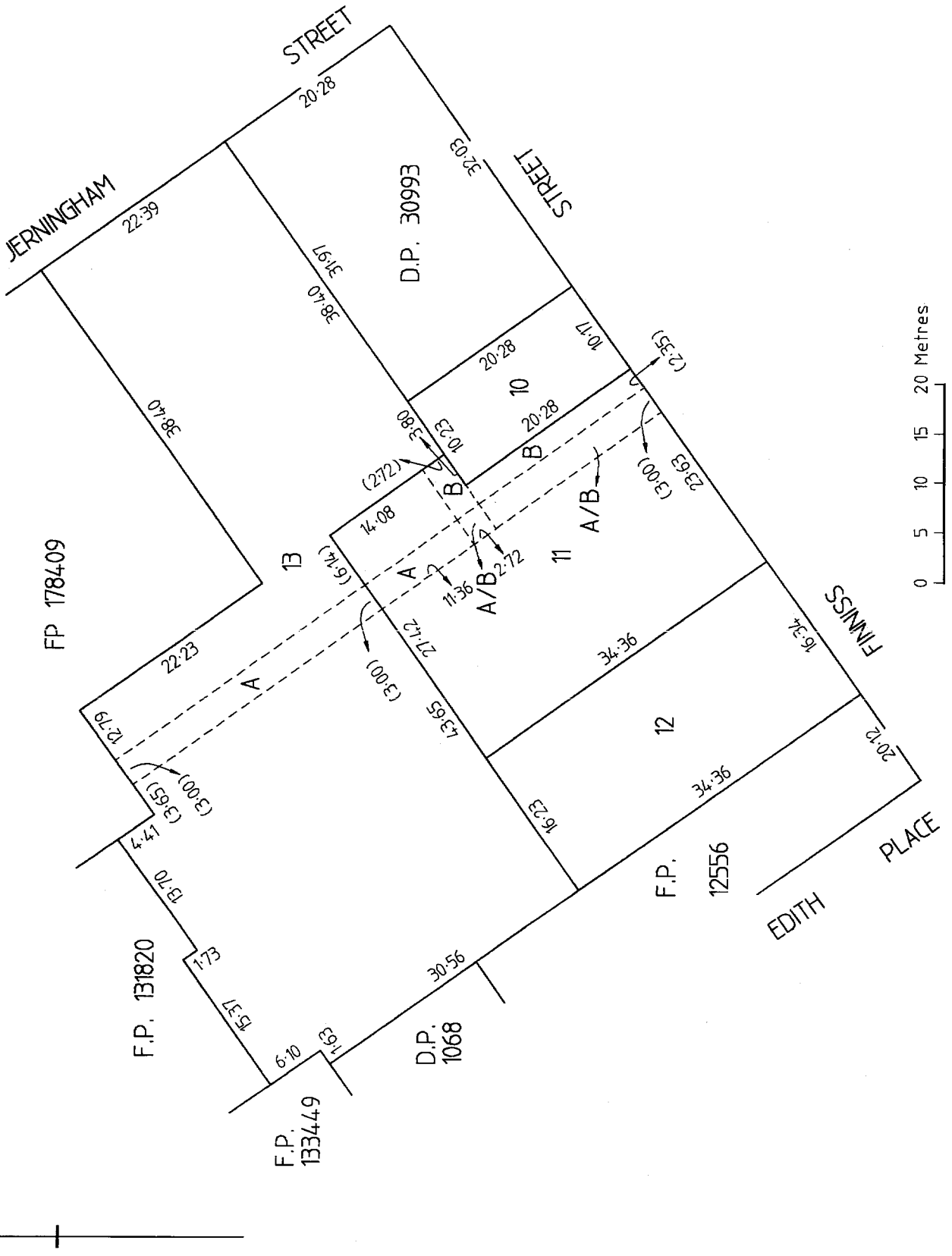

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Property Interest Report

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

Title Reference	CT 5343/155	**Reference No.**	2814194
Registered Proprietors	N J*HEYSEN	**Prepared**	31/08/2026 09:44
Address of Property	10-12 FINNISS STREET, NORTH ADELAIDE, SA 5006		
Local Govt. Authority	THE CORPORATION OF THE CITY OF ADELAIDE		
Local Govt. Address	GPO BOX 2252 ADELAIDE SA 5001		

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.

LAND SERVICES SA

Product	Title and Valuation Package
Date/Time	31/08/2026 09:44AM
Customer Reference	
Order ID	20260831003313

Certificate of Title

Title Reference	CT 5343/155
Status	CURRENT
Easement	NO
Owner Number	12244395
Address for Notices	28 CHURCH ST PORT WILLUNGA 5173
Area	207m² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

NICHOLAS JOHN HEYSEN
OF 10 FINNISS STREET NORTH ADELAIDE SA 5006

Description of Land

ALLOTMENT 10 DEPOSITED PLAN 42431
IN THE AREA NAMED NORTH ADELAIDE
HUNDRED OF YATALA

Last Sale Details

Dealing Reference	TRANSFER (T) 9121063
Dealing Date	19/04/2001
Sale Price	$0
Sale Type	CHANGE OF OWNERSHIP FOR NO MONETARY CONSIDERATION OR UNDISCLOSED CONSIDERATION

Constraints

Encumbrances

NIL

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
0222752005	CURRENT	10-12 FINNISS STREET, NORTH ADELAIDE, SA 5006

Notations

Dealings Affecting Title

NIL

Notations on Plan

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NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	0222752005
Type	Site & Capital Value
Date of Valuation	01/01/2026
Status	CURRENT
Operative From	01/07/1996
Property Location	10-12 FINNISS STREET, NORTH ADELAIDE, SA 5006
Local Government	ADELAIDE
Owner Names	NICHOLAS JOHN HEYSEN
Owner Number	12244395
Address for Notices	28 CHURCH ST PORT WILLUNGA 5173
Zone / Subzone	CL - City Living \ NALI - North Adelaide Low Intensity
Water Available	Yes
Sewer Available	Yes
Land Use	2500 - Office (Buildings)
Description	OFFICE
Local Government Description	Commercial - Office

Parcels

Plan/Parcel	Title Reference(s)
D42431 ALLOTMENT 10	CT 5343/155
D30993 ALLOTMENT 5	CT 5343/160

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	$1,400,000	$1,400,000			
Previous	$1,325,000	$1,325,000			

Occupants

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Occupant Id	Property Id	Occupant Name	Land Use	Local Government Description	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
10	OFFICE	HEYSEN FRMAESO	2591 - Picture Framer	Commercial - Other	$1,400,000	$1,400,000			

Building Details

Valuation Number	0222752005
Building Style	Symmetrical Cottage
Year Built	1880
Building Condition	Very Good
Wall Construction	Bluestone; Slate Tile
Roof Construction	Galvanised Iron
Equivalent Main Area	120 sqm
Number of Main Rooms	Not Available

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

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LAND SERVICES SA

Product	Check Search
Date/Time	31/08/2026 09:44AM
Customer Reference	
Order ID	20260831003313

Certificate of Title

Title Reference: CT 5343/155

Status: CURRENT

Edition: 4

Dealings

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

Priority Notices

NIL

Registrar-General's Notes

No Registrar-General's Notes exist for this title

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Certificate of Title

Volume 5343 Folio 160

and

Property Interest Report

LAND SERVICES SA

Product	Register Search (CT 5343/160)
Date/Time	31/08/2026 09:44AM
Customer Reference	
Order ID	20260831003313

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 5343 Folio 160

Parent Title(s)	CT 4378/145				
Creating Dealing(s)	VE 8025311				
Title Issued	28/05/1996	**Edition**	4	**Edition Issued**	21/11/2007

Estate Type

FEE SIMPLE

Registered Proprietor

NICHOLAS JOHN HEYSEN
OF 10 FINNISS STREET NORTH ADELAIDE SA 5006

Description of Land

ALLOTMENT 5 DEPOSITED PLAN 30993
IN THE AREA NAMED NORTH ADELAIDE
HUNDRED OF YATALA

Easements

NIL

Schedule of Dealings

NIL

Notations

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

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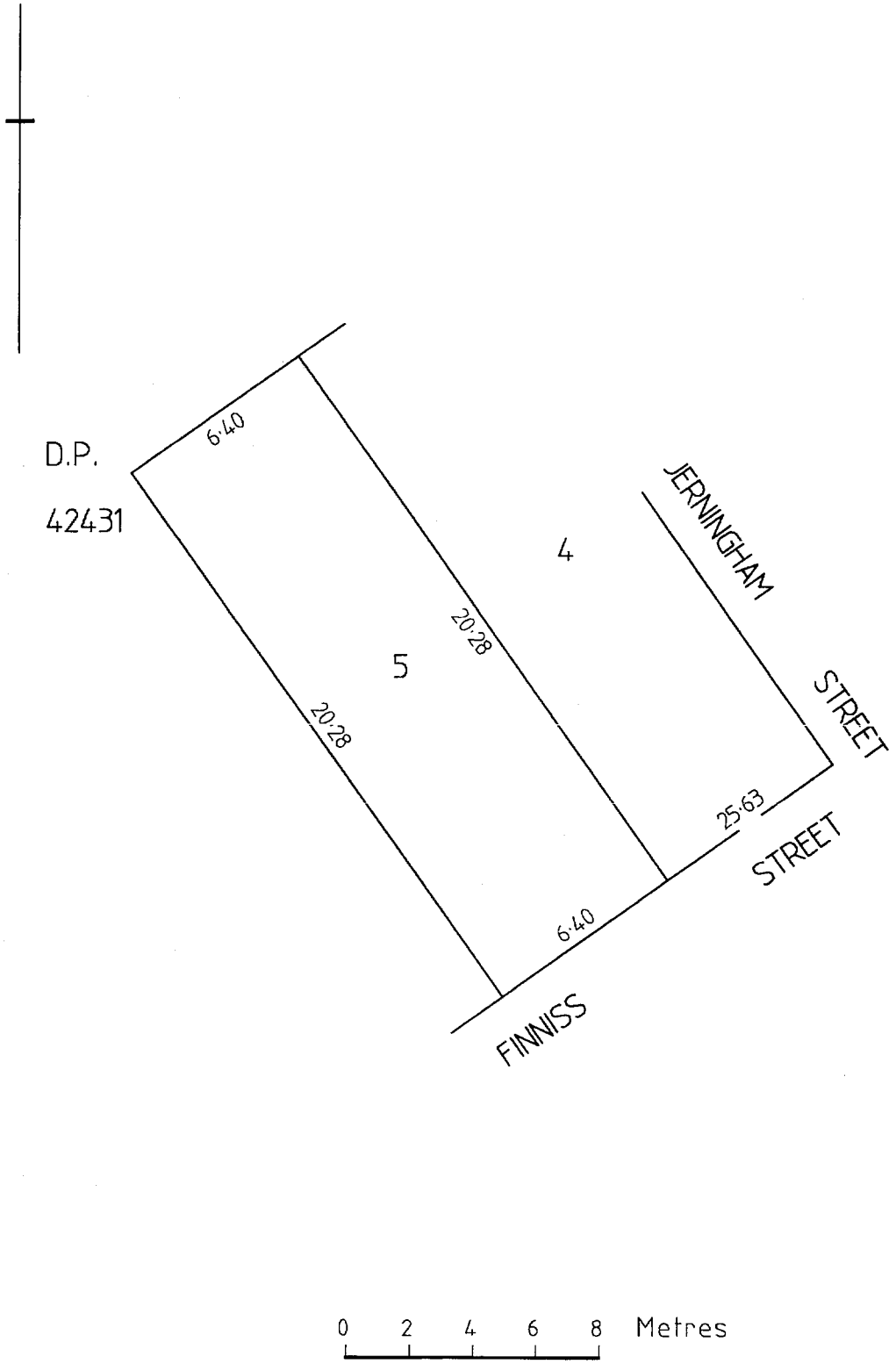

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Property Interest Report

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

Title Reference	CT 5343/160	**Reference No.** 2814194
Registered Proprietors	N J*HEYSEN	**Prepared** 31/08/2026 09:44
Address of Property	10-12 FINNISS STREET, NORTH ADELAIDE, SA 5006	
Local Govt. Authority	THE CORPORATION OF THE CITY OF ADELAIDE	
Local Govt. Address	GPO BOX 2252 ADELAIDE SA 5001	

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 mispiaced 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.

LAND SERVICES SA

Product	Title and Valuation Package
Date/Time	31/08/2026 09:44AM
Customer Reference	
Order ID	20260831003313

Certificate of Title

Title Reference	CT 5343/160
Status	CURRENT
Easement	NO
Owner Number	12244395
Address for Notices	28 CHURCH ST PORT WILLUNGA 5173
Area	130m² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

NICHOLAS JOHN HEYSEN
OF 10 FINNISS STREET NORTH ADELAIDE SA 5006

Description of Land

ALLOTMENT 5 DEPOSITED PLAN 30993
IN THE AREA NAMED NORTH ADELAIDE
HUNDRED OF YATALA

Last Sale Details

Dealing Reference	TRANSFER (T) 9121063
Dealing Date	19/04/2001
Sale Price	$0
Sale Type	CHANGE OF OWNERSHIP FOR NO MONETARY CONSIDERATION OR UNDISCLOSED CONSIDERATION

Constraints

Encumbrances

NIL

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
0222752005	CURRENT	10-12 FINNISS STREET, NORTH ADELAIDE, SA 5006

Notations

Dealings Affecting Title

NIL

Notations on Plan

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NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	0222752005
Type	Site & Capital Value
Date of Valuation	01/01/2026
Status	CURRENT
Operative From	01/07/1996
Property Location	10-12 FINNISS STREET, NORTH ADELAIDE, SA 5006
Local Government	ADELAIDE
Owner Names	NICHOLAS JOHN HEYSEN
Owner Number	12244395
Address for Notices	28 CHURCH ST PORT WILLUNGA 5173
Zone / Subzone	CL - City Living \ NALI - North Adelaide Low Intensity
Water Available	Yes
Sewer Available	Yes
Land Use	2500 - Office (Buildings)
Description	OFFICE
Local Government Description	Commercial - Office

Parcels

Plan/Parcel	Title Reference(s)
D42431 ALLOTMENT 10	CT 5343/155
D30993 ALLOTMENT 5	CT 5343/160

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	$1,400,000	$1,400,000			
Previous	$1,325,000	$1,325,000			

Occupants

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Occupant Id	Property Id	Occupant Name	Land Use	Local Government Description	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
10	OFFICE	HEYSEN FRMAESO	2591 - Picture Framer	Commercial - Other	$1,400,000	$1,400,000			

Building Details

Valuation Number	0222752005
Building Style	Symmetrical Cottage
Year Built	1880
Building Condition	Very Good
Wall Construction	Bluestone; Slate Tile
Roof Construction	Galvanised Iron
Equivalent Main Area	120 sqm
Number of Main Rooms	Not Available

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

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LAND SERVICES SA

Product	Check Search
Date/Time	31/08/2026 09:44AM
Customer Reference	
Order ID	20260831003313

Certificate of Title

Title Reference: CT 5343/160

Status: CURRENT

Edition: 4

Dealings

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

Priority Notices

NIL

Registrar-General's Notes

No Registrar-General's Notes exist for this title

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SA Water

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
02 22752 00 5	CT5343155	31/8/2026	7734	2814194

THE FORM 1 COMPANY
LEVEL 1, 3-5 MT BARKER RD
STIRLING SA 5152
form1@form1.net.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: NJ HEYSEN
Location: 10-12 FINNISS ST NORTH ADELAIDE LT10 LT5 D30993+
Description: OFFICE **Capital Value:** $1 400 000
Rating: Commercial

Periodic charges

Raised in current years to 30/9/2026

				$
		Arrears as at: 30/6/2026	:	0.00
Water main available:	1/7/1996	Water rates	:	88.00
Sewer main available:	1/7/1996	Sewer rates	:	332.15
		Water use	:	87.49
		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	:	507.64CR
		Balance outstanding	:	0.00

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

Next quarterly charges: Water supply: 88.00 Sewer: 332.15 Bill: 7/10/2026

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

The last Water Use Year ended on 24/02/2026.

MAINS WATER USE CHARGE of $35.24 should be added to the Balance Outstanding above.

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

SA Water

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:
NJ HEYSEN

Water & Sewer Account
Acct. No.: **02 22752 00 5**

Amount: _____

Address:
10-12 FINNISS ST NORTH ADELAIDE LT10
LT5 D30993+

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	0222752005

BPAY

Biller code: 8888
Ref: 0222752005

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: 0222752005

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: 2814194

THE FORM 1 COMPANY
GPO BOX 1651
ADELAIDE SA 5001

DATE OF ISSUE
31/08/2026

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

OWNERSHIP NUMBER	OWNERSHIP NAME
12244395	N J HEYSEN

PROPERTY DESCRIPTION
10-12 FINNISS ST / NORTH ADELAIDE SA 5006 / LTS 5 10

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R4	CO
0222752005	CT 5343/155+	$1,400,000.00	1.000	1.044

LEVY DETAILS:

FINANCIAL YEAR
2026-2027

FIXED CHARGE	$	50.00
+ VARIABLE CHARGE	$	1,526.80
- REMISSION	$	0.00
- CONCESSION	$	0.00
+ ARREARS / - PAYMENTS	$	0.00
= AMOUNT PAYABLE	$	1,576.80

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 29/11/2026

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
12244395

OWNERSHIP NAME
N J HEYSEN

ASSESSMENT NUMBER
0222752005

AMOUNT PAYABLE
$1,576.80

AGENT NUMBER
100019452

AGENT NAME
THE FORM 1 COMPANY

EXPIRY DATE
29/11/2026

+70233018100022> +001571+ <0550312996> <0000157680> +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: 7023301810** 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: 2814194

DATE OF ISSUE
31/08/2026

THE FORM 1 COMPANY
GPO BOX 1651
ADELAIDE SA 5001

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

OWNERSHIP NAME
N J HEYSEN

FINANCIAL YEAR
2026-2027

PROPERTY DESCRIPTION
10-12 FINNISS ST / NORTH ADELAIDE SA 5006 / LTS 5 10

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
0222752005	CT 5343/155+	$1,400,000.00	0.0337 HA

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

CURRENT TAX	$	2,320.00	**SINGLE HOLDING**	$ 2,320.00
- DEDUCTIONS	$	0.00		
+ ARREARS	$	615.00		
- PAYMENTS	$	0.00		
= AMOUNT PAYABLE	$	**2,935.00**		

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 **29/11/2026**

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

OWNERSHIP NUMBER
12244395

OWNERSHIP NAME
N J HEYSEN

ASSESSMENT NUMBER
0222752005

AMOUNT PAYABLE
$2,935.00

AGENT NUMBER
100019452

AGENT NAME
THE FORM 1 COMPANY

PAYABLE ON OR BEFORE
29/11/2026

+70233017290012> +000927+ <0550312996> <0000293500> +444+

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

BPAY **Biller Code: 456293** **Ref: 7023301729**		
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.

Date: 3 September 2026

Email: city@cityofadelaide.com.au

CITY OF ADELAIDE

25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001

T (08) 8203 7203
F (08) 8203 7575
W cityofadelaide.com.au

ABN 20 903 762 572

Dear Sir/Madam,

Land and Business (Sale and Conveyancing) Act – Section 7 enquiries.

I have received your letter requesting information on encumbrances for the property as detailed below:

Title Reference	CT-5343/155, CT-5343/160
Owner Name	Mr N J Heysen
Address of Property	10-12 Finniss Street, NORTH ADELAIDE SA 5006

You are advised:

- If there are any encumbrances on this property, they are attached hereto.

In addition:

Please be advised that any rebates which apply to this property may not still be applicable with a change in ownership.

Yours faithfully,

pp
Michael Sedgman
Chief Executive Officer

THE CORPORATION OF THE CITY OF ADELAIDE
LOCAL GOVERNMENT RATES SEARCH

Rates & Property Enquiries: 8203 7203

Email: city@cityofadelaide.com.au

CITY OF ADELAIDE

25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001

T (08) 8203 7203
F (08) 8203 7575
W cityofadelaide.com.au

ABN 20 903 762 572

THE FORM 1 COMPANY
GPO Box 1651, ADELAIDE SA 5001

Dear Sir/Madam

Certificate in accordance with Section 187 of the Local Government Act.

I have received your request for information on the Premises below.

Date Received	31 August 2026
Receipt Number	7175754
Document Issue Date	3 September 2026
Property Address	10-12 Finniss Street, NORTH ADELAIDE SA 5006
Property Description	Allot 10 DP 42431, Allot 5 DP 30993
Property Titles	CT-5343/155, CT-5343/160
Owner of Property	Mr N J Heysen

Local Government Act 1999 [Act]

Liability for rates if land is not rateable for the whole of the financial year

~~Section 179~~

(1) If land is rateable for portion, but not for the whole, of a financial year, the land will be subject to rates imposed for the financial year but there will be a proportionate reduction in the amount of rates.
(2) A council may, for the purposes of the operation of subsection (1) in respect of land that becomes rateable after the adoption of valuations by the council for the relevant year, specifically adopt a valuation of the land

Fines for Late Payment:

If an instalment is not received on, or before, the due date (2nd September; 2nd December; 3rd March; 2nd June), a fine of 2% will be applied to the instalment amount in arrears at that time. A further interest levy of 0.76% will also be added to the amount in arrears (including the amount of any previous unpaid fine but excluding interest from any previous month) outstanding at the end of each month thereafter.

Yours faithfully,

pp
Michael Sedgman
Chief Executive Officer

SA Water, ESL and Land Tax Certificates

Council Search

CITY OF ADELAIDE

25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001

T (08) 8203 7203
F (08) 8203 7575
W cityofadelaide.com.au

ABN 20 903 762 572

Assessment No: 5040 1

Property Location	**Heysen Frames, 10 Finniss Street,**
Rateable Valuation	$30,500
Arrears	$0.00
Arrears Legal Fees	$0.00
Gross Rates (includes Regional Landscape Levy)	**$4,518.40**
Interest, Current	$0.00
Interest, Arrears	$0.00
Rebates	$0.00
Legal Charges, Current	$0.00
Deferred Debts	$0.00
	$0.00
Paid	$-1,129.60
Overpayments	$0.00
Refunds	$0.00
Outstanding Balance	**$3,388.80**

Assessment No: 30738 9

Property Location	**12 Finniss Street, NORTH ADELAIDE**
Rateable Valuation	$17,500
Arrears	$0.00
Arrears Legal Fees	$0.00
Gross Rates (includes Regional Landscape Levy)	**$2,121.25**
Interest, Current	$0.00
Interest, Arrears	$0.00
Rebates	$0.00

Legal Charges, Current	$0.00
Deferred Debts	$0.00
	$0.00
Paid	$-530.35
Overpayments	$0.00
Refunds	$0.00
Outstanding Balance	**$1,590.90**

CITY OF ADELAIDE

25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001

T (08) 8203 7203
F (08) 8203 7575
W cityofadelaide.com.au

ABN 20 903 762 572



PRESCRIBED INFORMATION

Address: ***10-12 Finniss Street, NORTH ADELAIDE SA 5006*** ***Reference:*** **2003/00470-2**

Certificate of Title: ***CT-5343/155, CT-5343/160*** ***Dated:*** ***3 September 2026***

Prescribed encumbrance	Other particulars required
Part 1—Items that must be included in statement	
{If an item is not applicable strike it out or write "NOT APPLICABLE" or "N/A" in column 1.}	
Development Act 1993 (repealed)	
Section 42 – Condition (that continues to apply) of a development authorisation	Date of Authorisation: Name of relevant authority that granted authorisation: Condition(s) of authorisation: ***Development Conditions – See Attachment***
Repealed Act conditions	
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 1966* (repealed)	Nature of Condition(s): ***Repealed Act Conditions – Refer to Attachment***

PRESCRIBED INFORMATION

Planning, Development and Infrastructure Act 2016	
Part 5 – Planning and Design Code	Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code): **Refer to attached PlanSA Section 7 Report** Is there a State heritage place on the land or is the land situated in a State heritage area? *~~YES~~/NO Is the land designated as a local heritage place? *YES/~~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? *~~YES~~/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/~~NO~~
Section 127 - Condition (that continues to apply) of a development authorisation	~~Date of authorisation:~~ ~~Name of relevant authority that granted authorisation:~~ ~~Condition(s) of authorisation:~~ **Refer to attached PlanSA Section 7 Report**

PRESCRIBED INFORMATION

Part 2—Items to be included if land affected	
[If an item is not applicable, strike it out or write "NOT APPLICABLE" or "N/A" in column 1, or else omit the items and headings that are not applicable.]	
Development Act 1993	
~~section 50(1)—Requirement to vest land in a council or the Crown to be held as open space~~	~~Date requirement given:~~ ~~Name of body giving requirement:~~ ~~Nature of requirement:~~ ~~Contribution payable (if any):~~
~~section 50(2)—Agreement to vest land in a council or the Crown to be held as open space~~	~~Date of agreement:~~ ~~Names of parties:~~ ~~Terms of agreement:~~ ~~Contribution payable (if any):~~
~~section 55—Order to remove or perform work~~	~~Date of order:~~ ~~Terms of order:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~
~~section 56—Notice to complete development~~	~~Date of notice:~~ ~~Requirements of notice:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~
~~Section 57 – Land management agreement~~	~~Date of agreement:~~ ~~Names of parties:~~ ~~Terms of agreement:~~

~~Section 69 – Emergency Order~~	~~Date of order:~~ ~~Name of authorised officer who made order:~~ ~~Name of authority that appointed authorised officer:~~ ~~Nature of order:~~ ~~Amount payable (if any):~~

~~Section 71 – Fire safety notice~~	~~Date of notice:~~ ~~Name of authorised officer giving notice:~~ ~~Requirements of notice:~~ ~~Building work (if any) required to be carried out:~~

PRESCRIBED INFORMATION

	~~Amount payable (if any):~~

~~Section 84 – Enforcement notice~~	~~Date notice given:~~ ~~Name of relevant authority giving notice:~~ ~~Nature of directions contained in notice:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~
~~section 85(6), 85(10) or 106—Enforcement order~~	~~Date order made:~~ ~~Name of court that made order:~~ ~~Action number:~~ ~~Names of parties:~~ ~~Terms of order:~~ ~~Building work (if any) required to be carried out:~~
~~Part 11 Division 2—Proceedings~~	~~Date of commencement of proceedings:~~ ~~Date of determination or order (if any):~~ ~~Terms of determination or order (if any):~~
Confirmed – Planning/Development Section	
Fire and Emergency Services Act 2005	
~~section 105F (or section 56 or 83 (repealed))—Notice of action required concerning flammable materials on land~~	~~Date of notice:~~ ~~Person or body who issued notice:~~ ~~Requirements of notice (as stated therein):~~ ~~Amount payable (if any):~~
Confirmed – Enforcement/Compliance section:	
Food Act 2001	
~~section 44—Improvement notice~~	~~Date of notice:~~ ~~Name of authorised officer who served notice:~~ ~~Name of authority that appointed officer:~~ ~~Requirements of notice:~~
~~section 46—Prohibition order~~	~~Date of order:~~ ~~Name of authority or person who served order:~~

PRESCRIBED INFORMATION

	~~Requirements of order:~~
Confirmed – Environmental Health section:	
Housing Improvement Act 1940	
~~section 23—declaration that house is undesirable or unfit for human habitation~~	~~Date of declaration:~~ ~~Those particulars required to be provided by a council under section 23:~~
~~Part 7 (rent control for substandard houses) – Notice or declaration~~	~~Date of notice or declaration~~ ~~Those particulars required to be provided by the housing authority under section 60:~~
Confirmed – Building/Development section:	
Land Acquisition Act 1969	
~~Section 10 – Notice of intention to acquire~~	~~Date of notice:~~ ~~Name of Authority who served notice:~~ ~~Description of land intended to be acquired (as described in the notice):~~

PRESCRIBED INFORMATION

Local Government Act 1934 (repealed)	
~~Notice, order, declaration, charge, claim or demand given or made under the Act~~	~~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):~~
Local Government Act 1999	
~~Notice, order, declaration, charge, claim or demand given or made under the Act~~	~~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):~~
Confirmed – General section:	
Local Nuisance and Litter Control Act 2016	
~~Section 30 – Nuisance or litter abatement notice~~	~~Date of notice:~~ ~~Notice issued by:~~ ~~Nature of requirements contained in notice:~~ ~~Time for carrying out requirements:~~
Planning, Development and Infrastructure Act 2016	
~~section 141 – Order to remove or perform work~~	~~Date of order:~~ ~~Terms of order:~~ ~~Building work (if any) required to be carried out:~~

PRESCRIBED INFORMATION

Planning, Development and Infrastructure Act 2016	
	~~Amount payable (if any):~~
~~section 142 – Notice to complete development~~	~~Date of notice:~~ ~~Requirements of notice:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~
~~section 155 – Emergency order~~	~~Date of order:~~ ~~Name of authorised officer who made order:~~ ~~Name of authority that appointed the authorised officer:~~ ~~Nature of order:~~ ~~Amount payable (if any):~~
~~section 157 – Fire safety notice~~	~~Date of notice:~~ ~~Name of authority giving notice:~~ ~~Requirements of notice:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~
~~section 192 or 193 – Land management agreement~~	~~Date of agreement:~~ ~~Names of parties:~~ ~~Terms of agreement:~~
~~section 198(1) – Requirement to vest land in a council or the Crown to be held as open space~~	~~Date requirement given:~~ ~~Name of body giving requirement:~~ ~~Nature of requirement:~~ ~~Contribution payable (if any):~~
~~section 198(2) – Agreement to vest land in a council or the Crown to be held as open space~~	~~Date of agreement:~~ ~~Names of parties:~~ ~~Terms of agreement:~~ ~~Contribution payable (if any):~~

PRESCRIBED INFORMATION

Planning, Development and Infrastructure Act 2016	
~~Part 16~~ ~~Division 1 – Proceedings~~	~~Date of commencement of proceedings:~~ ~~Date of determination or order (if any):~~ ~~Terms of determination or order (if any):~~
~~section 213 – Enforcement notice~~	~~Date notice given:~~ ~~Name of designated authority giving notice:~~ ~~Nature of directions contained in notice:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~
~~Section 214(6), 214(10) or 222 - Enforcement order~~	~~Date order made:~~ ~~Name of court that made order:~~ ~~Action number:~~ ~~Name of parties:~~ ~~Terms of order:~~ ~~Building work (if any) required to be carried out:~~
Confirmed – Building/development section:	

PRESCRIBED INFORMATION

Public and Environmental Health Act 1987 (repealed)	
~~Part 3—Notice~~	~~Date of notice:~~ ~~Name of council or other authority giving notice:~~ ~~Requirements of notice:~~
~~Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2—Condition (that continues to apply) of an approval~~	~~Date of approval:~~ ~~Name of relevant authority that granted the approval:~~ ~~Condition(s) of approval:~~
~~Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19—Maintenance order (that has not been complied with)~~	~~Date of order:~~ ~~Name of authority giving order:~~ ~~Requirements of order:~~
Confirmed – Environmental Health section:	
South Australian Public Health Act 2011	
~~section 92 Notice~~	~~Date of notice:~~ ~~Name of Council or other relevant authority giving notice:~~ ~~Requirements of notice~~
~~South Australian Public Health (Wastewater) Regulations 2013 Part 4 Condition (that continues to apply) of an approval~~	~~Date of approval:~~ ~~Name of person or body that granted the approval:~~ ~~Condition (s) of approval:~~
Confirmed – Health section:	

PRESCRIBED INFORMATION

Other charges	
~~Charge of any kind affecting the land (not included in another item)~~	~~Person or body in whose favour charge exists:~~ ~~Nature of charge:~~ ~~Amount of charge (if known):~~

PRESCRIBED INFORMATION

Particulars of Building Indemnity Insurance

Note—Building indemnity insurance is not required for—

(a) domestic building work for which approval under the *Planning, Development and Infrastructure Act 2016,* the repealed *Development Act 1993* or the repealed *Building Act 1971* is or was not required; or

(b) minor domestic building work (see section 3 of the *Building Work Contractors Act 1995*); or

(c) domestic building work commenced before 1 May 1987; or

(d) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* applies under the *Building Work Contractors Regulations 2011*; or

(e) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* has been granted under section 45 of that Act.

Details of building indemnity insurance still in existence for building work on the land:

Building Indemnity Insurance is required....~~**Yes / No**~~ **/ Council holds no record** (refer above note):

1 Name(s) of person(s) insured:.....

2 Name of insurer:.....

3 Limitations on the liability of the insurer:.....

4 Name of builder:.....

5 Builder's licence number:.....

6 Date of issue of insurance:.....

7 Description of insured building work:.....

.....

.....

Exemption from holding insurance:

If particulars of insurance are not given, has an exemption been granted under section 45 of the *Building Work Contractors Act 1995* from the requirement to hold an insurance policy in accordance with Division 3 of Part 5 of that Act?

*** ~~Yes / No~~ / Council holds no record**

If **YES**, give details:

(a) Date of the exemption: .....

(b) Name of builder granted the exemption: .....

(c) Licence number of builder granted the exemption: .....

(d) Details of building work to which the exemption applies:.....

.....

.....

(e) Details of conditions (if any) to which the exemption is subject:.....

.....

.....

Certified – Development Section..... Date.....

PRESCRIBED INFORMATION

Particulars relating to Environment Protection

Further information held by councils

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

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

(b) a change in the use of the land or part of the land (within the meaning of the *Development Act 1993*) or the *Planning, Development and Infrastructure Act 2016*?

*YES/~~NO~~ **Refer to Attachment**

Note—

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

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

It should be noted that—

(a) the approval of development by a council does not necessarily mean that the development has taken place;

(b) the council will not necessarily be able to provide a complete history of all such development that has taken place at the land.

ATTACHMENTS

Attachment – Repealed Act Conditions

APPROVAL under the City of Adelaide Development Control Act, 1976 was given on 04/03/92 to:

restore an existing building and change its use from vacant to cultural centre (gallery) and picture framers (light support industry), P4702

SUBJECT to the following Conditions:

The two (2) car parking spaces hereby approved shall be maintained available for use in association with the premises which are the subject of this application.

Details of the landscaping of the site including wherever possible the retention of existing trees shall be submitted to and approved by the Council prior to the commencement of the development. The landscaping so approved shall be undertaken or completed to the reasonable satisfaction of the Council within two months of any of the said cultural centre being occupied and such landscaping (including both paving and planting) shall be maintained in good condition. Should any plants languish or die, you (or any person hereafter having the benefit of this approval) shall, when reasonably required by the Council, replace such plants with others which in the opinion of the Council are likely to flourish.

The premises shall be closed between the hours of 8. 00 pm and 10. 00 am the following morning on weekdays.

ATTACHMENTS

Attachment – Development Conditions

ADELAIDE CITY COUNCIL

DECISION NOTIFICATION FORM

Application Dated: **15-Apr-2005** Application Registered On: **26-Apr-2005**	File Reference: **2003/00470** Contact Officer: **Mike Chang 8203 7488**

Application:	DA/278/2005
Applicant:	Mr B Kay
Location:	NJ Heysen Frames, 10-12 Finniss Street, NORTH ADELAIDE SA 5006
Description:	Carry out alterations and additions to gallery to construct a new dwelling at the rear

In respect of this proposed development you are informed that:

Nature of consent	Consent status	Date of decision	No. of conditions
Provisional Development Plan Consent	**Granted**	**25 July 2005**	**2**
Provisional Building Rules Consent	**Granted**	**22 February 2006**	**2**
Development Approval	**Granted**	**7 July 2006**	**4**

~~Details of the building classification and the approved number of occupants under the Building Code are attached.~~

~~# representation(s) from third parties concerning your category 3 proposal were received.~~

~~If there were third party representations, any consent/approval or consent/approval with conditions does not operate until the periods specified in the Act have expired.~~

Reason for this decision, any conditions imposed, and the reasons for imposing those conditions are set out on the attached sheet.

No work can commence on this development unless a Development Approval has been obtained. If one or more consents have been granted on this Notification Form, you must not start any site works or building works or change the use of the land until you have also received notification of a Development Approval.

Date of Decision: **7 July 2006**

Signed: .....

Date: 11/7/2006

[ ] Development Assessment Commission or delegate

[✓] Council Chief Executive Officer or delegate

[ ] Private Certifier

[5] Sheets Attached

PRESCRIBED INFORMATION

ADELAIDE CITY COUNCIL

Application: DA/278/2005

Applicant: Mr B Kay

Location: NJ Heysen Frames, 10-12 Finniss Street, NORTH ADELAIDE SA 5006

CONDITIONS OF PROVISIONAL DEVELOPMENT PLAN CONSENT

1. **The development granted Provisional Development Plan Consent shall be undertaken in accordance with the amended plans and details submitted to the satisfaction of Council except where varied by conditions below (if any).**

Reason: To ensure that the development is undertaken in accordance with the amended details

2. **The exposed section of boundary wall to 8 Finniss Street North Adelaide shall be bagged and painted to match the existing walls on the adjoining property (8 Finniss Street North Adelaide).**

Reason: To ensure the amenity of the locality is maintained.

CONDITIONS OF PROVISIONAL BUILDING RULES CONSENT

Private Certifier Graham Brown imposes 2 conditions.

DEVELOPMENT ACT 1993

~~SCHEDULE 11~~

DECISION NOTIFICATION FORM

Development Application	Date Registered on	: 15/04/2005 : 26/04/2005	Development No DA/278/2005

To: **Bill Kay Architect**
27 Sydenham Road
Norwood SA 5067

LOCATION OF PROPOSED DEVELOPMENT

House No. 10-12 Lot Street Finniss St Suburb North Adelaide
Section No Hundred of Volume Folio

NATURE OF PROPOSED DEVELOPMENT

Alterations and additions to gallery to construct a new dwelling at the rear.

FROM Evans & Brown Building Consultants Pty Ltd
59 William Street South Plympton SA 5038

In respect of this proposed development, you are informed that:

NATURE OF CONSENT	CONSENT GRANTED	NUMBER OF CONDITIONS	CONSENT REFUSED
PROVISIONAL DEVELOPMENT PLAN CONSENT	N/A	N/A	N/A
PROVISIONAL BUILDING RULES CONSENT	YES	TWO	–
LAND DIVISION (TORRENS / STRATA)	N/A	N/A	N/A
PUBLIC SPACE	N/A	N/A	N/A
OTHER	N/A	N/A	N/A
DEVELOPMENT APPROVAL	N/A	*NOTE	N/A

If applicable, the details of the building classification and the approved number of occupants under the building code are attached.

If there were third party representations, any consent / approval or consent / approval with conditions does not operate until the periods specified in the Act have expired. Reasons for the decision, any conditions imposed and the reasons for imposing those conditions are set out on the attached sheet.

***NOTE**
No development may be undertaken unless the development is an approved development (Section 32). A development is an approved development if, and only if, a relevant authority has assessed the development against, and granted a consent in respect of the matters prescribed in Section 33(1).

Signed:

Graham Brown
Date 22/2/2006

- ☐ Development Assessment Commission or delegate
- ☐ Council Chief Executive Officer or Delegate
- ☑ **Private Certifier-Reg. No. 030**
- ☑ **Sheets Attached**

PRESCRIBED INFORMATION

DEVELOPMENT ACT 1993
~~PURSUANT TO SECTION 42~~
CONDITIONS OF PROVISIONAL BUILDING RULES CONSENT

BUILDING WORK	**: alterations and additions to gallery to construct a new dwelling at the rear**
SITE ADDRESS	**: 10-12 Finniss St Adelaide**
APPLICANT	**: Bill Kay Architect**
OWNER	**: Heysen Frames**
CLASSIFICATION	**: Classes 6 and 4.**
DEVELOPMENT NO	**: DA/278/2005**

The following documents submitted for the above development have been assessed against the provisions of the Building Rules pursuant to Section 33 of the Development Act 1993.

1. Drawings: Bill Kay Architect drawing Nos. 2005/10/W1 to W10.
2. Specification: Bill Kay Architect Spec. No. 2005-10 including addendum No. 1 (sprinkler above door D2).
3. Calculations: Jim Wilson Pty Ltd Consulting Engineers Structural Calculations and Footing Construction Report including drawings 1679-S00 to S04. Job No. 1679.
4. Energy efficiency assessment: An assessment has been done to the deemed to satisfy requirements.

Pursuant to Section 89 of the Development Act 1993 we certify that the works as described above comply with the requirements for Provisional Building Rules Consent subject to any attached conditions or comments marked upon the documents.

PROVISIONAL BUILDING RULES CONSENT IS GRANTED
The development shall be carried out in accordance with the approved plans, specifications and details and with the following conditions of approval.

1. **If the work is to be carried out by a Licensed builder then the owner of the land on which the domestic building work is to be performed must ensure that a certificate of insurance in relation to that work is lodged with council on or before the giving of notice to council of the commencement of building work under regulation 74.**
2. **The owner must maintain the surface finishes, fire resisting walls, paths of travel to exits, portable fire extinguishers and the sprinkler above door D2 which are "essential safety provisions" under the Development Act in accordance with the "Schedule of Essential Safety Provisions".**

G.J.Brown
Registered Private Certifier No. 030
22/2/2006

ATTACHMENTS

Attachment - Change of Use

P4702 - restore an existing building and change its use from vacant to cultural centre (gallery) and picture framers (light support industry)

ADVICE ONLY

The above application(s) confirm Council holds information that indicates that changes in the use of the land have taken place on the site.

Data Extract for Section 7 search purposes

Valuation ID 0222752005

Data Extract Date: 03/09/2026

Important Information

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

Parcel ID: D30993 AL5, D42431 AL10

Certificate Title: CT5343/160, CT5343/155

Property Address: 10 -12 FINNISS ST NORTH ADELAIDE SA 5006

Zones

City Living (CL)

Subzones

North Adelaide Low Intensity (NALI)

Zoning overlays

Overlays

Airport Building Heights (Regulated) (All structures over 153.5 metres AHD)

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

Design

The Design Overlay seeks to ensure significant development positively contributes to the liveability, durability and sustainability of the built environment through high-quality design.

Historic Area (Adel13)

The Historic Area Overlay aims to reinforce historic themes and characteristics through conservation, contextually responsive development, design and adaptive reuse that responds to the attributes expressed in the Historic Area Statement. The demolition of whole or part of a building within the Historic Areas Overlay requires a development application to be submitted for assessment and can only proceed if approved.

Heritage Adjacency

The Heritage Adjacency Overlay seeks to ensure development adjacent to State and Local Heritage Places maintains the heritage and cultural values of those places.

Hazards (Flooding - Evidence Required)

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

Local Heritage Place (Heritage Number: 807)

The Local Heritage Place Overlay seeks to maintain the heritage and cultural values of Local Heritage Places through conservation, ongoing use and adaptive reuse.

Prescribed Wells Area

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

Regulated and Significant Tree

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

Stormwater Management

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

Urban Tree Canopy

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

Is the land situated in a State Heritage Place/Area

No

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

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

Is the land designated as a Local Heritage Place

Yes

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

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

Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code (the Code) to be a significant tree or trees on the land? (Note: there may be regulated and/or significant trees on the land that are not listed in the Code - see below).
No

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

Open the Online Planning and Design Code to browse the full Code and Part 10 - Significant Trees for more information.

https://code.plan.sa.gov.au/

Associated Development Authorisation Information

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

No

Land Management Agreement (LMA)

No

Lease

LEASE

LAND DESCRIPTION

That portion of the land bordred in yellow on the plan attached hereto and being portions of the land comprised in CT **Volume 5343 Folios 155 & 160**

ESTATE & INTEREST

IN FEE SIMPLE

LESSOR (Full name and address)

NICHOLAS JOHN HEYSEN of 28 Church Street Port Willunga SA 5173

LESSEE (Full name, address and mode of holding)

AGRITRADING PTY LIMITED A C N 134 291 295 Registered Address, Perks & Associates Pty Ltd, Level 1/180 Greenhill Road Parkside SA 5063, Principal Place of Business Address, 10 Finniss Street North Adelaide S A 5006

TERM

COMMENCING ON 15th DAY OF December 2021

AND

EXPIRING ON THE 14th DAY OF December 2026

RENT AND MANNER OF PAYMENT (or other consideration)

The Lessee shall pay to the Lessor the initial annual rent of THIRTY THREE THOUSAND SIX HUNDRED DOLLARS ($33,600.00) plus GST (if applicable), payable by equal calendar monthly payments of $2,800.00 in advance from the commencement of this lease.

The rent shall be subject to review in the manner and at the times set out in Item A of the Schedule attached to this lease.

IT IS COVENANTED BY AND BETWEEN THE LESSOR AND THE LESSEE as listed herein:
(Covenants, where not deposited, to be set forth on insert sheet(s) and securely attached)

OPERATIVE CLAUSE **Delete the inapplicable*

The Lessor LEASES TO THE LESSEE the land *above / ~~*hereinafter~~* described and the LESSEE ACCEPTS THIS LEASE of the land for the term and at the rent stipulated, subject to the covenants and conditions expressed and to the powers and covenants implied by the *Real Property Act 1886* (except to the extent that the same are modified or negatived below).

DEFINE THE LAND BEING LEASED INCORPORATING THE REQUIRED EASEMENT(S) ETC.

Not Applicable

CONSENTS OF MORTGAGEES AND SECTION 32 DEVELOPMENT ACT 1993 CERTIFICATION

This lease does not contravene Section 32 of the Development Act 1993.

Interpretation

1.00 In this lease where the context so permits or requires:-

(a) the expressions "the Lessor" and "the Lessee" respectively mean the persons identified by those expressions on the first page hereof and:-

(i) if the person identified is a natural person, that person's heirs executors administrators and assigns;

(ii) if two or more persons are identified, those persons jointly and severally and their respective heirs executors administrators and assigns;

(iii) if the person identified is a body corporate, its successors and assigns;

(iv) if two or more bodies corporate are identified, and those bodies corporate jointly and severally and their respective successors and assigns;

(v) if one or more persons and one or more bodies corporate are identified, that person or those persons and that body corporate or those bodies corporate jointly and severally and their respective heirs executors and assigns.

(b) "Air-conditioning plant" means any plant machinery or equipment for heating cooling or circulating air and includes all fixtures fittings and controls relating or connected to such plant machinery or equipment in or servicing the demised premises.

(c) "The Consumer Price Index" and "the C.P.I." mean the Consumer Price Index (all groups index for Adelaide) published by the Australian Statistician, and

(d) "The current market annual rent" means the annual rent that could be reasonably expected to be paid for the demised premises if it was unoccupied and offered for lease for the permitted use.

(e) "Demised premises" means the land hereby leased and all Lessor's fixtures plant machinery fittings and equipment therein or thereon.

(f) "The Lessor's Property" means the whole of the land described in Item B and all structures buildings and other improvements now or hereafter made erected thereon and all Lessor's fixtures all plant machinery fittings and equipment therein or thereon under the ownership or control of the Lessor and all conveniences amenities appurtenances and common areas thereof and all later additions and extensions thereto.

(g) "Outgoings" means the expenses rates taxes levies premiums and charges specified in Item C being expenses of the Lessor of operating repairing and maintaining the demised premises and the Lessor's Property or any part thereof and without limiting the generality of the foregoing including all rates taxes levies premiums and charges payable by the Lessor from time to time on or in respect of the demised premises, the Lessor's Property, or any part thereof.

(h) "The permitted use" means that use specified in Item E.

(i) "Contaminant" means a solid, liquid, gas, odour, heat, sound, vibration, radiation or substance which makes or may make the demised premises or the area surrounding or near the demised premises:

(a) unsafe or unit for habitation or occupation by persons or animals; or

(b) degraded in its capacity to support plant life; or

(c) otherwise environmentally degraded; or

(d) not comply with any Environmental Laws in force from time to time;

(j) "rent period" means the period from the commencement of this lease to the first rent review day, the period from a rent review day to the next following rent review day and the period from the last rent review day to the day on which this lease expires.

(k) "The review days" means the days specified in Item A.

(l) "Servant or agent" in relation to the Lessor means servant agent contractor or workman employed by the Lessor and in relation to the Lessee means any servant agent contractor workman or customer of the Lessee any sub-lessee or licensee of the Lessee or any other person in or on the demised premises or the Lessor's Property at the express of implied invitation or with the express or implied permission of the Lessee.

(m) reference to an Item and a letter is a reference to the item distinguished by that letter in the schedule to this lease.

(n) words importing the singular number include the plural number and vice versa.

(o) words importing any gender include the other gender and neuter and words importing neuter include the masculine and feminine genders.

(p) words importing persons include any bodies corporate and vice versa.

(q) headings to clauses in this lease are for ease of reference only and shall not affect the interpretation of this lease.

2.00 THE LESSEE HEREBY COVENANTS AND AGREES WITH THE LESSOR AS FOLLOWS:-

Payment of Rent

2.01 (a) To pay the rent hereby reserved as varied from time to time without any deduction or abatement whatsoever at the times and in the manner aforesaid at such place in the State of South Australia and in such manner as the Lessor or the agent of the Lessor may in writing from time to time require (including by direct bank transfer to the credit of a bank account nominated by the Lessor).

Lessee's Obligation to Reimburse Lessor for GST

(b) In this clause:

"GST" refers to goods and services tax under A New Tax System (Goods and Services) Act 1999 (GST Act) and the terms used have the meanings as defined in the GST Act.

(c) It is agreed that rent and all other amounts agreed to be paid by the Lessee to the Lessor, being the consideration for the supply expressed in this Lease, are exclusive of GST.

(d) In respect of any liability of the Lessor for GST under this Lease, and the renewal or extension of this Lease including for rent, rates, outgoings, or any consideration for any other taxable supply:

the Lessee covenants to pay to the Lessor, at the same time as any payment is made involving the Lessor in GST liability, the additional amount of GST, together with the payment to which it relates.

(e) (i) The lessee's liability under (d) is to reimburse the full amount of GST, disregarding and excluding the Lessor's entitlement to input tax credits or other credits or reimbursements for GST.

(ii) Notwithstanding (e) (i), if the Lessor is entitled to an input tax credit in relation to any amount recoverable from the Lessee under (d), the amount payable by the Lessee shall be reduced by the amount of the input tax credit that the Lessor has received or claims and is entitled to receive.

(f) In respect of each payment by the Lessee under (d), the Lessor agrees to deliver to the Lessee, as required under the GST Act, tax invoices in a form which complies with the GST Act and the regulations, to enable the Lessee to claim input tax credits in respect of the taxable supply.

Rent Reviews

2.02 (a) The rent hereby reserved shall be reviewed on each of the review days specified in Item A in the manner specified in Item A opposite the review day.

C.P.I. Reviews

(b) Where Item A specifies that the rent shall be reviewed by a C.P.I. review, the annual rent for the rent period commencing on the review day shall be the amount of the annual rent payable in the rent period preceding the review day increased or decreased by a percentage thereof equal to the percentage by which the Consumer Price Index for the quarter ending immediately prior to the review day (or if the Consumer Price Index for that quarter has not been published on the review day or is not available then the Consumer Price Index for the preceding quarter) varied from the said Consumer Price Index for the corresponding quarter immediately prior to the preceding review day or, in the case of the first rent review, the day on which this lease commenced PROVIDED

(i) that if the Australian Statistician changes the reference base for the Consumer Price Index then after the change takes place regard shall be had only to index numbers published in relation to the new reference base, and

(ii) that if the Australian Statistician ceases to publish the Consumer Price Index then references to the Consumer Price Index in this clause shall be treated as references to the index numbers for the relevant quarters applicable for the purposes of Part IIIA of the Income Tax Assessment Act 1936.

Market Reviews

(c) Where Item A specifies that the rent shall be reviewed by a market review -

(i) The annual rent for the rent period commencing on the review day shall be such annual rent as is agreed between the parties.

(ii) The Lessor shall give notice in writing (herein called "the Lessor's notice") to the Lessee stating the amount that the Lessor considers to be the current market rent for the demised premises.

(iii) The Lessee shall within 21 days of the service of the Lessor's notice give notice in writing (herein called "the Lessee's notice")to the Lessor agreeing or objecting to the rental stated in the Lessor's notice.

(iv) If the Lessee does not give such notice within the said period of 21 days the Lessee shall be taken to have agreed to the rent stated on the Lessor's notice.

(v) If the Lessee give notice objecting to the rent stated in the Lessor's notice within the said period of 21 days the annual rent shall be determined by a Valuer appointed by agreement between the parties or failing such agreement within 21 days of the day on which the Lessee's notice is served by a Valuer appointed by the President or Acting President for the time being of the Australian Property Institute (S.A. Division) Inc. (at the request of either of the parties).

(vi) The valuer shall determine by valuation the current market annual rent for the demised premises. The costs of the valuation shall be shared equally by the parties hereto.

(vii) In determining the annual rent the Valuer shall -

(A) act as an expert and not as an arbitrator and the provisions of the Commercial Arbitration Act 1986 shall not apply,

(B) not take into account the value of the goodwill created by the Lessee's occupation of the demised premises or the value of the Lessee's fixtures and fittings thereon,

(C) take into account the terms and conditions of this lease and any other relevant matters, and

(D) give detailed reasons for the determination and specify the matters (including, if relevant, incentives and concessions) taken into account in making the determination.

Fixed Reviews

(d) Where Item A specifies that the rent shall be increased by a specified percentage or a specified amount, the annual rent for the rent period commencing on the review day shall be the amount of the annual rent payable in the rent period preceding the review day increased by the specified percentage thereof or by the specified amount (as the case may be).

(e) Where a base rent is specified in Item A, for the purposes of this clause, the annual rent for the rent period which commences on the commencement of this lease shall be taken to be the amount of the base rent so specified.

(f) If the annual rent for any rent period is not determined before the commencement of the rent period

(i) until the annual rent is determined, the Lessee shall continue to pay rent at the rate payable in the preceding rent period on account of the rent ultimately determined to be payable in the rent period,

(ii) either the Lessor or the Lessee may at any time require that the rent for the rent period be determined in the manner provided herein notwithstanding any delay in making the requirement, the payment and receipt of any rent in or for the rent period or any other thing whatsoever, and

(iii) upon the annual rent for the rent period being determined in the manner provided in this lease -

(A) the Lessee shall pay to the Lessor the amount by which the rent due and payable in accordance with the determination exceeds the amount paid by the Lessee for or on account of rent for the rent period, or

(B) the Lessor shall pay to the Lessee the amount by which the amount paid by the Lessee for or on account of rent for the rent period exceeds the rent due and payable in accordance with the determination, as the case may require.

Security Bond

2.03 (a) To lodge a bond of the sum specified in Item D with the Lessor as security for the payment of the rent and all other money payable under this lease and the observance and performance of the covenants contained in this lease and on the part of the Lessee to be observed and performed.

(b) The Lessor shall give the Lessee a receipt for the bond and pay the amount of the bond to the Commissioner for Consumer Affairs in accordance with section 19 of The Retail and Commercial Leases Act 1995.

Assignment etc.

2.04 (a) Not to assign demise sublet mortgage charge or encumber this lease or the estate or interest of the Lessee in or under this lease or part with the possession of or give or grant any licence or concession over or in respect of the demised premises or any part thereof for the whole or any part of the term of this lease without the prior written consent of the Lessor

(b) The Lessor may withhold consent to the assignment of this lease if and only if:-

(i) the proposed assignee proposes to change the use to which the demised premises are put; or

(ii) the proposed assignee is unlikely to be able to meet the financial obligations of the Lessee under the lease; or

(iii) the proposed assignee's retailing skills are inferior to those of the assignor; or

(iv) the Lessee has not complied with procedural requirements for obtaining the Lessor's consent.

(c) If the Lessor withholds consent to the assignment of this lease, the Lessor must give the Lessee a written statement of the grounds on which consent is withheld.

(d) (i) A request for the Lessor's consent to an assignment of this lease shall be made in writing and the Lessee shall provide the Lessor with such information as the Lessor reasonably requires about the financial standing and business experience of the proposed assignee;

(ii) before requesting the consent of the Lessor to a proposed assignment of the lease, the Lessee must furnish the proposed assignee with a copy of the disclosure statement given to the Lessee in respect of this lease, together with details of any changes that have occurred in respect of the information contained in the disclosure statement since it was given to the Lessee (being changes of which the Lessee is aware or could reasonably be expected to be aware);

(iii) for the purpose of enabling the Lessee to comply with paragraph (ii), the Lessee may request the Lessor to provide the Lessee with a copy of the disclosure statement concerned and, if the Lessor is unable or unwilling to comply with such request within 14 days after it is made, paragraph (ii) shall not apply;

(iv) the Lessor must deal expeditiously with a request for consent and shall be taken to have consented to the assignment if the Lessee complies with paragraphs (i) and (ii) and the Lessor does not within 42 days after the request is made give notice in writing to the Lessee either consenting to the assignment or withholding such consent.

(e) The Lessor may in the Lessor's absolute discretion refuse consent to the Lessee mortgaging or otherwise charging or encumbering the Lessee's interest in the lease.

(f) Any sublease of the demised premises or any part thereof entered into by the Lessee with the approval of the Lessor shall contain similar provisions to those contained herein so far as the same are applicable hereto.

(g) The proposed assignee shall enter into a covenant in such form as the Lessor may approve that the assignee will at all times during the term of this lease pay the rent hereby reserved in the manner and at the times herein provided and will perform and observe all the covenants conditions and agreements herein contained express or implied and on the part of the Lessee to be performed and observed PROVIDED THAT any such covenant shall be auxiliary to this lease and the liability of the Lessee hereunder shall continue in full force and effect notwithstanding the Lessor consenting to any assignment of this lease or any assignee entering into any such covenant.

(h) If the Lessee is a proprietary company the transfer of shares totalling more than one half of the issued share capital of the Lessee or of the controlling interest therein shall be deemed to be a parting with the possession of the demised premises requiring the consent of the Lessor PROVIDED THAT this clause shall not apply to a transfer of shares from a body corporate to a related body corporate as defined in the Corporations Act 2001.

(i) If a proposed assignee or sub-lessee is a company or other body corporate then the Lessor may as a condition of giving consent require the directors of the proposed assignee or sub-lessee to guarantee unconditionally the performance and observance by the proposed assignee or sub-lessee of the covenants and agreements contained in this lease.

(j) The Lessee shall pay to the Lessor the reasonable costs incurred by the Lessor incidental to the application and the granting or refusal of the Lessor's consent.

Compliance with Statutes and Fire Regulations

2.05 (a) At the Lessee's own expense to comply in all respects with all statutes regulations rules orders by-laws and other provisions having the force of law and for the time being and from time to time in force relating to the demised premises or any part thereof and the use thereof by the Lessee PROVIDED THAT the Lessee shall not pursuant to this clause be required to undertake any structural alterations unless rendered necessary by any act or omission on the part of the Lessee or the servant or agent of the Lessee or by the use to which the premises are put by the Lessee or by the number or sex of the servants or agents of the Lessee in or on the premises at any time.

(b) To take such precautions against fire in respect of the demised premises as are required pursuant to any present or future laws or by any relevant authority including without limitation to comply with sprinkler and fire alarm laws in respect of any sprinkler or fire alarm systems installed in the demised premises and to pay for regular servicing and maintenance of any fire fighting equipment including exit signs and the like which have been supplied or installed by the Lessor in the demised premises.

Use of Demised Premises and Opening Hours

2.06 (a) Not at any time during the said term to use or occupy the demised premises or any part thereof or suffer the same to be used or occupied for any

residential illegal or immoral purpose or without the prior written consent of the Lessor for any purpose other than the permitted use.

(b) To open the demised premises and keep them open for business for a reasonable and proper time having regard to the permitted use.

Obligations of Lessee in Respect the Environment

2.07 (a) To comply with all Environmental Laws enforced from time to time, and

(b) not to cause or suffer the demised premises to be the subject of any Contaminant, and

(c) upon the expiration or sooner determination of this lease to deliver up the demised premises free from Contaminants and in compliance with all Environmental Laws.

Noxious Trades Nuisance and Animals

2.08 Not at any time during the said term to:-

(a) use exercise carry on or permit to be used exercised or carried on in the demised premises or any part thereof any art trade business or occupation which may be noisy noxious dangerous or offensive,

(b) do or permit anything to be done on the demised premises which may be or become a nuisance danger or annoyance to adjoining occupiers or owners,

(c) keep any dog or other animal or bird on the demised premises PROVIDED THAT the permitted use shall not be prohibited by this clause.

Noise

2.09 Not to make or permit or suffer to be made in or upon the demised premises any noise (including wireless broadcasting and musical sounds vocal or instrumental) whether directly or by means of amplification in such manner as the same may be heard outside the demised premises (except as may be reasonably necessary for the proper conduct of the business carried on in the demised premises).

Control of Employees

2.10 To use the Lessee's best endeavours to prevent the servants and agents of the Lessee from making undue noise or from committing any nuisance or disturbance in or about the demised premises.

Windows

2.11 At all times during the said term to keep the windows of the demised premises clean and not to apply frosting or obscure or obstruct such windows (except with the consent in writing of the Lessor first had and obtained which consent shall not be unreasonably or capriciously withheld).

Use of Plumbing Facilities

2.12 Not to use nor permit any servant or agent of the Lessee to use the lavatories toilets sinks and drainage or other plumbing facilities in the demised premises for any purpose other than that for which they were constructed or provided and not to deposit or permit to be deposited therein any sweeping rubbish or other material and to forthwith make good any damage thereto caused by such misuse.

Air-Conditioning

2.13 Where an air-conditioning plant has been installed by the Lessor in the demised premises to pay all costs and expenses of and incidental to the operation maintenance and repair of the air-conditioning plant.

Not to Void Lessor's Insurance

2.14 (a) Not at any time during the said term to do or suffer anything whereby the policy of insurance effected on or in respect of the Lessor's Property or any part thereof or any land or building of which the demised premises forms part may be vitiated invalidated or become void or voidable or whereby an increased premium may become payable in respect thereof.

(b) To pay any additional increased premium payable for or in respect of any insurance policy effected by the Lessor by reason of the Lessee's use or occupation of the demised premises whether such use is within the permitted use or not or by reason of any other act deed or thing done by the Lessee or any servant or agent of the Lessee.

(c) To pay any excess amounts paid or payable by the Lessor in respect of any accident incident or claim to which any insurance policy effected by the Lessor applies.

Insurance by Lessee

2.15 (a) Forthwith to insure and keep insured against breakage and vandalism in the name of the Lessee (noting the interest of the Lessor) with a reputable insurer all glass and plate glass in the demised premises for its replacement value and on demand to deliver the policy of such insurance to the Lessor and to expend all moneys received under any such insurance in reinstating such of the plate glass as may be broken or vandalised and in case such moneys shall be insufficient to make good the deficiency out of the Lessee's own money.

(b) Forthwith to insure and keep insured in respect of the demised premises a public risk policy in the sum of not less than TWENTY MILLION DOLLARS ($20,000,000.00) at all times during the continuance of this lease in the name of the Lessee (noting the interest of the Lessor) with a reputable company.

(c) Forthwith to insure and keep insured against loss or damage by burglary the property of the Lessee in the demised premises or any part thereof and any building comprised in the Lessor's Property.

(d) To produce to the Lessor forthwith upon demand the policies for such insurance and the receipts or certificates of currency for every premium on respect of such insurance.

Operating Expenses and Rates and Taxes

2.16 To pay discharge and satisfy when due all rates taxes charges levies outgoings and other expenses in respect of the operating of the demised premises or any part thereof including but without limiting the generality of the foregoing all registration licence permit and inspection fees and all charges for and in respect of gas electricity telephone rental and calls and to pay and discharge all outgoings set out in Item C payable in respect of the demised premises.

Alterations, Removal of Lessee's Fixtures & Fittings & Reinstatement

2.17 (a) Not to make or suffer to be made any alteration or addition of a structural nature to the demised premises or any part thereof without the prior written consent of the Lessor who may require as a condition of giving such consent that the alterations or additions be executed at the cost of the Lessee under the supervision of a competent architect.

(b) If the Lessee makes or suffers to be made any alterations or additions of a structural nature to the demised premises or any part thereof with the consent of the Lessor, the Lessee shall prior to the expiration or sooner determination of this lease or any extensions or renewal thereof;

(i) remove all such alterations and additions,

(ii) repair restore and reinstate the demised premises to the state and condition in which they were in at the commencement of this lease under the supervision and in accordance with the directions and to the satisfaction of the Lessor's architect, and

(iii) pay all costs and expenses incurred in such removal repair restoration and reinstatement and all costs and charges of the Lessor's architect.

(c) The Lessee shall (unless otherwise agreed in writing with the Lessor) prior to the expiration of the said term or any renewal or extension thereof take down dismantle remove and carry away from the demised premises all counters shelving partitions tiles floor coverings fittings fixtures plant and equipment placed installed or layed on or in the demised premises by the Lessee and the Lessee hereby covenants and agrees that the Lessee shall make good all damage which may be caused to the demised premises by or in the erection affixing installation or the taking down dismantling or removal thereof.

Repair

2.18 To keep the demised premises and all fixtures and fittings therein including all carpets and other floor coverings windows doors doorknobs glass locks and keys and all fastenings and internal fixtures and fittings air conditioning plant (if any) in good and substantial repair order and condition fair wear and tear and damage by fire storm tempest or earthquake or any other event covered by the policy of insurance effected by the Lessor pursuant to Clause 3.05 hereof excepted and to replace all washers, taps, toilet cisterns and hot water services which may leak or need replacement and all globes and fluorescent lighting tubes and other electrical fittings which may become worn out or defective PROVIDED THAT

(a) damage by any fire storm tempest earthquake or any other event shall not be excepted if or insofar as the insurance moneys in respect thereof shall be

irrecoverable as a result of any act or omission of the Lessee or any servant or agent of the Lessee,

(b) nothing in this covenant shall be construed so as to impose an obligation upon the Lessee to keep or render up the demised premises in a superior condition to that prevailing at the commencement of this lease, and

(c) this covenant shall not impose on the Lessee any obligation in respect of any structural maintenance replacement or repair except where the same is rendered necessary by any act or omission on the part of the Lessee or any servant or agent of the Lessee or by the use of the demised premises by the Lessee notwithstanding that such use of the demised premises may be within the scope of the Lessees permitted use of the demised premises.

Repair of Damage Caused by Lessee

2.19 (a) To repair and make good any breakage defect or damage to the demised premises and any facility or appurtenance thereto including but without limiting the generality hereof damage to external or internal cladding framework partitions or doors caused by the Lessee or any servant or agent of the Lessee or otherwise occasioned by any want of care misuse or abuse on the part of the Lessee or any such servant or agent or by any breach or default by the Lessee hereunder.

(b) To fill in a proper tradesman like manner any pot holes created or caused by the Lessee or by the Lessee's servant or agent and to deliver up the car parking area in a level and tidy state at least equal to the state prevailing at the commencement of this lease.

Painting

2.20 At the cost and expense of the Lessee in all things at the times specified in Item F in a proper and workmanlike manner to paint with two coats at least of good quality paint of such colours shades or tints as the Lessor may approve all the interior wood iron and other work and walls of or belonging to the demised premises as are now or are usually painted and such other parts all such wood iron or other work as is now or is usually treated and such other parts thereof as the Lessor may reasonably require and before commencing such work to properly and sufficiently rub off or remove all old paint and clean down the wood iron and other work and make good all cracks holes and other defects therein.

Alterations and Repairs to be done by Approved Persons

2.21 That in the event of any work having to be done by the Lessee in or about the demised premises in order to comply with the Lessee's obligations hereunder the Lessee shall engage and employ for the purpose of carrying out such work only such tradesmen or contractors as shall from time to time be approved by the Lessor or the Lessor's architect (which approval shall not be unreasonably withheld).

Extermination of Pests

2.22 To take all proper precautions to keep the demised premises free of rodents vermin and other pests and if so required by the Lessor to employ at any time or from time to time pest exterminators for such purpose or to exterminate rodents vermin or other pests on or in the demised premises.

Cleaning & Rubbish Removal

2.23 (a) At all times during the term or any extension or renewal thereof to keep the interior and exterior of the demised premises, in a clean and tidy state, free of oil grease and any other stains whatsoever, and in the event that oil, grease or other spills occur to immediately apply industry standard degreasing products, and to use industry standard cleaning methods for the removal of such stains and or spills, and to remove in a proper and tradesmanlike manner any graffiti within a reasonable time of such graffiti occurring.

(b) To keep all grounds yards laneways and rights of way belonging appurtenant or adjacent to the demised premises clean and free from debris refuse rubbish or accumulation of every description and will not deposit or cause permit or suffer to be deposited any debris refuse or rubbish of any kind in or on any such grounds gardens yards laneways or rights of way or in or on any public road or footway abutting upon or adjacent to the demised premises.

(c) Not to leave or place nor to permit any of the Lessee's employees servants clients or customers to leave or place any goods chattels rubbish or anything whatsoever in or in any way obstruct any walkway pavement passageway stairway lavatory or area of the demised premises and instantly on the demand of the Lessor or the Lessor's servant agent or caretaker to remove any such object that may be so left or placed and in default thereof or if no such demand can be made by reason of absence of the Lessee from the demised premises or for any other reason the Lessor or the Lessor's servant agent or caretaker may remove such goods chattels rubbish or things to any place at the cost of the Lessee.

Delivering Up the Demised Premises

2.24 At the expiration or other determination of this lease to deliver up the demised premises to the Lessor in such state and condition as shall be in accordance with the Lessee's obligations herein contained.

Accidents to and Defects in Demised Premises

2.25 To give to the Lessor prompt notice in writing of any accident to or defect or want of repair in the demised premises or any service to or fittings in the demised premises or any other circumstances likely to be or cause danger risk or hazard to the demised premises or any person on the demised premises.

Inspection by Lessor

2.26 At all reasonable times upon being given not less than 48 hours notice to permit the Lessor and its agents architects and builders and to enter upon the demised premises to view the condition thereof.

Repairs and Renovations by Lessor

2.27 To permit the Lessor at all reasonable times to enter the demised premises with the Lessor's architect servants and agents and others and carry out repairs and renovations or alterations to the demised premises or any part thereof whether in compliance with the Lessor's obligations hereunder or otherwise or to remedy any default by the Lessee in the performance or observance of any of the covenants terms or conditions herein contained to be performed or observed by the Lessee

PROVIDED THAT the Lessor shall give the Lessee not less than 48 hours notice before any such entry except in the event of an emergency.

Machinery and Heavy Objects

2.28 Not to affix any motor machinery or overhead crane or similar device to any part of the demised premises or place any heavy object therein except such as shall have been previously approved by the Lessor in writing and such motor machinery or object shall be fixed or placed in such place as the Lessor or the Lessor's architect shall direct and any motor or machine installed by the Lessee shall be insulated in such manner as the Lessor or the Lessor's architect shall direct to reduce noise and vibration to a minimum.

Signs

2.29 Not to paint colour affix erect place or exhibit any sign lettering notice plate advertisement or notice (all hereinafter referred to as "such sign") on the outside of the demised premises or any part thereof without the prior written consent of the Lessor PROVIDED THAT:-

(a) the Lessor's consent shall not be withheld except in respect of any sign which might reasonably be regarded as unsightly unwieldy or likely to cause damage to the demised premises,

(b) before erecting affixing or painting any such sign the Lessee shall obtain any necessary consent or approval of any public authority and shall comply with all requirements of any such authority and of any statute regulation or by-law relating to such sign,

(c) the Lessee shall if so required by the Lessor submit the plans and specifications of such sign to the Lessor's architect for approval and shall not erect affix or paint the same except in accordance with any requirements of such architect and the fees of such architect shall be paid by the Lessee, and

(d) the Lessee shall at all times keep any such sign affixed or painted on the demised premises clean and polished and in a thorough state of repair and in good working order and condition.

Removal of Signs

2.30 At the expiration or other determination of this lease to remove any signs advertisements or notices erected painted displayed or affixed upon or within the demised premises and to make good any damage or disfigurement caused by the erection or removal thereof.

Lessor's Signs

2.31 To permit -

(a) the Lessor to affix and retain without interference upon any part of the demised premises -

(i) a notice advertising the reletting of the demised premises during the period of three months immediately preceding the determination of this lease; or

(ii) a notice advertising the sale of the Lessor's Property or the demised premises during any period when the Lessor is offering the same for sale;

(b) persons authorised by the Lessor to view the demised premises at reasonable times of the day during any such period.

Costs on Default

2.32 To pay to the Lessor as soon as the Lessor has incurred or expended the same all moneys costs charges and expenses which the Lessor may reasonably incur or expend in consequence of any default by the Lessee in the performance or observance of any covenant or agreement herein contained to be observed or performed by the Lessee or under or in the exercise or enforcement or attempted exercise or enforcement of any power or authority of the Lessor under this lease.

Interest on Arrears

2.33 Without prejudice to the rights powers and remedies of the Lessor the Lessee shall pay to the Lessor interest at the rate of two (2%) per centum per annum above the Lessor's Bank overdraft rate on loans of less than $100,000.00 on any monies due and unpaid for more than two clear days after the same falls due and payable by the Lessee to the Lessor on any account whatsoever pursuant to this lease such interest to be computed from the date for the payment of such monies until payment in full and to be recoverable in like manner as rent in arrears.

Keys

2.34 Not to permit the keys to the demised premises or any other keys to the Lessor's Property held by the Lessee at any time to come into the possession or control of any person other than the Lessee and the servants or agents of the Lessee and upon determination of this lease to return to the Lessor all such keys as shall be in the Lessee's possession or under the Lessee's control.

Occupation at Lessee's Risk

2.35 To occupy keep and use the demised premises at the risk of the Lessee and the Lessee -

(1) HEREBY RELEASES to the full extent permitted by law the Lessor and the servants and agents of the Lessor from all claims and demands which the Lessee may at any time have; and

(2) HEREBY INDEMNIFIES AND COVENANTS TO KEEP INDEMNIFIED the Lessor and the servants and agents of the Lessor against all claims and demands which any servant or agent of the Lessee may have against the Lessor or any servant or agent of the Lessor for or in respect of any loss damage or injury arising directly or indirectly from or as a consequence of or contributed by:-

(a) the death of or injury to any person or loss of or damage to any property of any person arising from or out of any occurrence in on or about the demised premises or the Lessor's Property or the use of the demised premises by the Lessee or any servant or agent of the Lessee;

(b) any accident or damage to or any failure to operate or malfunction of any fixture fitting plant or equipment in on or about the demised premises or the Lessor's Property;

(c) the leakage or overflow of water whether originating in the demised premises or elsewhere in into or from the demised premises or the Lessor's Property;

(d) the escape of electricity gas or any other substance or thing;

(e) any defect in the demised premises or in any conveniences fixtures fittings services or appliances installed or built or permitted by the Lessor upon the demised premises;

(f) the exercise or attempted exercise of any of the rights authorities powers or remedies of the Lessor under this lease; or

(g) any act or omission of the Lessee or any servant or agent of the Lessee;

except to the extent that such claim demand loss damage or injury arises or results from the wilful or negligent act or omission of the Lessor or the servant or agent of the Lessor.

Cost of Lease

2.36 To pay:-

(a) all stamp duty and if this lease is to be registered all registration fees payable on this lease, and

(b) one half of the reasonable costs incurred by the Lessor in connection with the preparation stamping and if this lease is to be registered one half of any mortgagees production and consent fees and any costs and fees incurred for the preparation and filing of any plan necessary for the registration of this lease.

3.00 THE LESSOR HEREBY COVENANTS AND AGREES WITH THE LESSEE AS FOLLOWS:-

Quiet Enjoyment

3.01 The Lessee paying the rent hereby reserved and observing and performing the several covenants agreements and stipulations herein contained shall peaceably hold and enjoy the demised premises during the said term without any interruption by the Lessor or any person rightfully claiming under or in trust for the Lessor.

Lessor's Outgoings

3.02 To pay when due any outgoings not the responsibility of the Lessee under the terms of this lease.

Extension of Lease

3.03 On the written request of the Lessee made not later than six (6) months nor earlier than nine (9) months prior to the expiration of the term hereby granted and provided that there shall not at the time of such request or at the expiration of the said term be any existing breach or non-observance of any of the covenants and conditions herein contained the Lessor shall at the expense of the Lessee grant to the Lessee an extension of the term hereby granted for the further term specified in Item G on the same terms and conditions herein contained (mutatis mutandis) except -

(a) this sub-clause PROVIDED THAT where Item G provides for more than one option to extend this lease shall apply in respect of each such options except the last thereof and no option of extension or renewal shall apply at the end of the last of the terms specified in Item G and,

(b) the Lessee shall for the first year of the extended term pay an annual rental fixed in the manner provided in Item A and for such purposes the first day of the extended term shall be taken to be a rent review day.

Rent of Extension of Lease

3.04 (a) Where Item A specifies that the rent for the first year of an extended term shall be determined by a market review the Lessee may by notice in writing to the Lessor request a determination of the current market rent within the period that begins six months before and ends two months before the last day on which the option contained in clause 3.03 may be exercised unless the lessor and the Lessee have already agreed as to what the actual amount of that rent will be.

(b) if the Lessee makes a request under sub-clause (a), the amount of the current market rent shall be determined (as at the time of the request) in accordance with the provisions of sub-clause (c) of clause 2.02 and the period within which the Lessee must exercise the option shall be varied so that the last day on which the option may be exercised is 21 days after the determination of the current market rent is made and notified to the Lessee in writing or the last day of the term of this lease, whichever is the earlier;

(c) the amount of the current market rent determined under sub-clause (b) shall be the current market rent for the purposes of the exercise of the option (even though it may be a determination of the current market rent as at an earlier time);

(d) the Lessor and the Lessee shall pay the costs of the determination of the current market rent in equal shares unless the Lessee does not exercise the option to renew the lease in which case the Lessee shall reimburse the Lessor for the Lessor's share of the costs;

(e) If the term of this lease is 12 months or less, the periods of six months and two months in sub-clause (a) of this clause shall be shortened to three months and 30 days respectively.

Lessor's Insurance

3.05 The Lessor may effect and keep current at all times a policy or policies of insurance with a recognised and reputable public insurance office

(a) in respect of the building all Lessor's fixtures fittings and improvements of any insurable value comprised in the Lessor's Property or affixed thereto in which the Lessor has an insurable interest now or at any time hereafter during the term against loss or damage caused by fire storm tempest or earthquake and such other events as the Lessor at the unfettered discretion of the Lessor may deem fit for the full replacement or reinstatement value thereof from time to time;

(b) against loss of rent for or in respect of the Lessor's Property or any part thereof;

(c) against liability to persons in on or in the vicinity of the Lessor's Property; and

(d) against such other risks however arising in respect of or in relation to the Lessor's Property or the use thereof as the Lessor deems necessary.

4.00 **PROVIDED ALWAYS AND IT IS EXPRESSLY AGREED AS FOLLOWS:-**

Right of Re-Entry

4.01 That if the rent hereby reserved or any part thereof shall at any time be unpaid for fourteen (14) days after becoming due and payable (whether formally demanded or not) or if the Lessee commits permits or suffers to occur any breach or default in the performance or observance of any of the covenants herein contained express or implied and on the part of the Lessee to be observed and performed or if the Lessee goes into liquidation save for the purpose of reconstruction or amalgamation or has an Receiver or Manager appointed or if the Lessee makes an assignment for the benefit of creditors or enters into any agreement or makes any arrangements with creditors for liquidation of the Lessee's debts by composition or otherwise or if any distress or process of execution is levied upon the Lessee or the property of the Lessee or any part thereof then in any of such cases the Lessor may at any time thereafter re-enter upon the demised premises or any part thereof in the name of the whole and have again repossess and enjoy the same as of the former estate of the Lessor and thereupon the said term and all the estate interest and rights of the Lessee hereunder shall absolutely determine but without prejudice to any right or remedies which the Lessor has or might otherwise have for or in respect of unpaid rent breach of covenant or damages whether as a consequence of such breach or default or otherwise and the Lessor shall be freed and discharged from any action suit claim or demand by the Lessee under or by virtue of this lease.

Notice Before Re-Entry

4.02 Where notice of any breach or default is required to be given before re-entry pursuant to section 10 of the Landlord and Tenant Act 1936 such notice shall provide that fourteen days is the period within which the Lessee is to remedy the breach or default if it is capable of remedy and to make reasonable compensation in money to the satisfaction of the Lessor PROVIDED THAT no notice shall be required in respect of non-payment of rent.

Essential Terms

4.03 (a) That clauses 2.01, 2.06, 2.15 (a), (b) and (d), 2.16, 2.18 and 2.35 are essential terms of this lease and that the Lessor may at the option of the Lessor treat any breach or default by the Lessee in due observance or performance by the Lessee of the duties and obligations of the Lessee thereunder as a repudiation by the Lessee of the terms of this lease PROVIDED THAT the Lessor may not treat any breach or default by the Lessee (except failure on the part of the Lessee to pay the rent hereby reserved) as a repudiation by the Lessee unless and until -

(i) the Lessor has first served on the Lessee a notice specifying the particular breach complained of and if the breach is capable of remedy requiring the Lessee to remedy the breach and in any case requiring the Lessee to make compensation in money for the breach, and

(ii) the Lessee has failed within fourteen (14) days thereafter to remedy the breach if it is capable of remedy and to make reasonable compensation in money to the satisfaction of the Lessor for the breach.

(b) If the Lessor elects to treat this lease as repudiated by reason of any breach or default in the due observance or performance by the Lessee of any of the duties and obligations of the Lessee pursuant to the provisions of this lease mentioned in paragraph (a) THEN

(i) this lease and all the rights and remedies of the Lessee hereunder shall cease and determine, and

(ii) without prejudice and in addition to any other rights and remedies which the Lessor may have hereunder the Lessor shall be entitled to recover from the Lessee all costs expenses losses and damages which the Lessor may have paid incurred or suffered as a result of such breach or default and damages in respect of the loss of benefits which observance or performance of this lease would have conferred on the Lessor had this lease and the Lessee's obligations hereunder endure for the unexpired balance of the term of this lease following such termination which damages shall include the rent which would have been payable hereunder for such unexpired balance of the term hereof PROVIDED THAT

(c) The Lessor shall take any and all reasonable steps to mitigate and reduce any damages which the Lessor may sustain as a result of such breach or default or otherwise. The Lessee shall not be released from any liability under this clause by reason of the Lessor re-entering the demised premises or accepting the Lessee's repudiation of this lease or entering into any new lease of the premises or any part thereof with any person or any voluntary surrender of this lease or the acceptance thereof by the Lessor or the Lessor executing a surrender of this lease under clause 4.03 or accepting the same or any waiver by the Lessor of any breach of any covenant term or condition herein contained expressed or implied or any other act deed or thing whatsoever that may be done by the Lessor.

Power of Attorney

4.04 That in the case of the happening of any event whereby the Lessor may become entitled so to re-enter and take possession of the demised premises and to

determine this lease as aforesaid after necessary compliance with any relevant statutory provisions as to the exercise of rights or forfeiture (of which the statutory declaration of an officer of the Lessor shall be conclusive evidence for the purpose of the Registrar General) the Lessee HEREBY IRREVOCABLY APPOINTS the Lessor the attorney of the Lessee in the Lessee's name and as the Lessee's act and deed from time to time if and when such attorney shall think fit for the purpose of giving full effect to the power of re-entry to execute a surrender of this lease and to procure the registration and to record this Power of Attorney and to procure to be done any act matter or thing which may be requisite or proper for giving full effect thereto according to the Real Property Act 1886or any law or usage for the time being in force in the State of South Australia AND all and whatsoever such attorney shall lawfully do or purport to do or cause to be done by virtue of the said appointment of the Lessee hereby covenants to ratify and confirm.

Holding Over

4.05 That if the Lessee holds the demised premises with the express or implied permission of the Lessor after the expiration or sooner determination of the said term hereby granted the Lessee shall be deemed to hold the demised premises as a tenant from month to month and shall hold the demised premises subject to all the covenants agreements and conditions hereinbefore contained so far as the same shall be applicable to a monthly tenancy and the tenancy so constituted may be determined by one month's notice to quit by either side which may be given so as to expire at any time PROVIDED that the rent payable shall be the rent payable for the last year of the term hereof plus ten (10%) per centum thereof.

Abandoned Goods

4.06 If at the expiration or the sooner determination of the said term of this lease, any goods are left upon the demised premises:-

(a) the Lessor may, at any time after the expiration of two days after the Lessor takes possession of the demised premises, remove and destroy or dispose of goods if they are perishable foodstuffs or if their value is less than a fair estimate of the cost their removal storage and sale, but

(b) if the goods are not liable to destruction or disposal under paragraph (i) the Lessor must -

(i) store the goods in a safe place and manner for at least 60 days,

(ii) give notice in the form prescribed under the Retail and Commercial Leases Act 1995 of the storage of the goods to the Lessee (if he has left a forwarding address) and to any other person who to the knowledge of the Lessor has an interest in the goods,

(iii) publish notice in the prescribed form of the storage of the goods in a newspaper circulating generally throughout the State, and

(iv) if the goods are not reclaimed within the 60 day period referred to in paragraph (i) have the goods sold by public auction as soon as practicable after the end of the period.

(c) the Lessor shall pay and apply the proceeds of the sale of the goods under paragraph (a) (iv) as follows -

(i) the Lessor may retain the reasonable costs of removing storing and selling the goods and any amounts owed to the Lessor under this lease, and

(ii) the Lessor shall pay the balance (if any) to the owner or if the identity or address of the owner are not known to and are not reasonably ascertainable by the Lessor to the Commissioner for Consumer Affairs.

Easement for Utilities

4.07 Notwithstanding anything herein contained the Lessor HEREBY RESERVES unto the Lessor and the servants and agents of Lessor and to all other persons granted similar rights whether before or after the date of this lease the free and uninterrupted passage of gas water and electricity through and along the pipes and wires and drains which now are and may at any time hereafter be on or under or passing through the demised premises WITH POWER to the Lessor and the servants and agents of the Lessor and other persons authorised by the Lessor at all reasonable times to enter into and upon the demised premises for the purpose of inspecting or installing repairing cleansing replacing or altering the said pipes wires and drains AND ALSO for the purpose of painting or inspecting or repairing the exterior walls and the roof of the demised premises and the Lessor's Property as well as for any other purpose PROVIDED THAT in the exercise of any such rights and powers there shall be occasioned to the Lessee as little disturbance and damage as is practicable and that all such inspections and works shall be carried out without undue delay and that the Lessor shall restore and make good any damage to the fixtures and fittings of the Lessee and to the said premises thereby caused.

Destruction of or Damage to Demised Premises

4.08 (a) if the demised premises or the building of which the demised premises forms part is damaged -

(i) the Lessee shall not be liable to pay rent, or any amount payable to the Lessor in respect of outgoings or other charges, which is attributable to a period during which the demised premises cannot be used or are inaccessible due to damage;

(ii) if the demised premises are still usable but their usability is diminished due to the damage, the Lessee's liability for rent and any amount for outgoings attributable to a period during which usability is diminished shall be reduced in proportion to the reduction in usability caused by the damage;

(iii) if the Lessor notifies the Lessee in writing that the Lessor considers the damage is such as to make its repair impracticable or undesirable, the Lessor or the Lessee may terminate this lease by giving not less than seven days notice in writing to the other and no compensation shall be payable in respect of that termination;

(iv) if the Lessor fails to repair the damage within a reasonable time after the Lessee requests the Lessor in writing to do so, the Lessee may terminate this lease by giving not less than seven days notice in writing of termination to the Lessor;

(v) paragraphs (i) to (iv) shall not affect a right of the Lessor to recover damages from the Lessee in respect of any damage or destruction to which those paragraphs apply.

(b) The Lessee shall not be relieved of the obligation to pay rent if the damage resulted from the wrongful act or negligence of the Lessee or an employee or agent of the Lessee unless the Lessor is insured against loss of rent under an insurance policy and the Lessee contributes to the insurance premium.

(c) (i) If the parties fail to agree on any matter arising under this clause the same shall be determined by a valuer appointed by agreement between the parties within 14 days of such disagreement, and failing such agreement by the President or Acting President for the time being of the Australian Property Institute (S.A. Division) Inc. (at the request of either of the parties) and such rent as assessed by such valuer shall be the rent payable from the date upon which the demised premises were damaged until the demised premises shall be rendered wholly fit for occupation.

(ii) In making such assessment of rent such valuer shall be considered as an expert and not as an arbitrator and accordingly the provisions of the Commercial Arbitration Act 1986 shall not apply.

(iii) The costs of any such valuer shall be borne equally by the parties.

(d) The termination of this lease under this clause shall not prejudice the Lessor's rights and remedies in respect of an antecedent breach of the Lessee's covenants herein contained or the Lessor's rights to recover any rent in respect of any period prior to the date of such termination.

Service of Notices

4.09 (a) That in addition to any other lawful means of service any notice that may be given hereunder shall be sufficiently served on either of the parties hereto if delivered or posted to that party's address as appearing herein or such other address as that party may from time to time notify the other in writing.

(b) A notice sent by post shall be deemed to be given at the time when in due course of post it would be delivered at the address to which it is sent notwithstanding that the notice is returned to the sender undelivered by the postal authorities.

Waiver

4.10 That no waiver by the Lessor of any breach of any covenant obligation or provision of this lease expressed or implied shall operate as a waiver of another breach of the same or any other covenants obligations or provisions in this lease contained or implied.

Severability of Provisions of Lease

4.11 If any covenant term or provisions or part thereof of this instrument is or becomes unlawful or invalid or infringes any Statute or Regulation the offending term or provision shall be severed herefrom without affecting the validity and enforceability of the remainder hereof.

Exclusion of Warranties

4.12 That the Lessee ACKNOWLEDGES AND DECLARES that no promise representation warranty assurance or undertaking has been given by the Lessor in respect of the suitability of the demised premises for any purpose to be carried on therein or to the suitability of the fittings finish fixtures facilities and amenities of the demised premises otherwise than those contained in this lease.

Additional Covenants

4.13 The Lessor and the Lessee hereby further covenant and agree with each other in the manner contained in the additional covenants as set out in Item H.

Subdivision

4.14 In this clause:-

(a) "allotment" means an allotment, unit or lot created on subdivision.

(b) "subdivision" means the division or re-division of land under:

(i) Part XIXAB of the Real Property Act 1886, or

(ii) the Community Titles Act 1996.

(c) If the demised premises are a portion of the Lessor's Property, and if the Lessor notifies the Lessee that the Lessor wants to proceed with the subdivision of the Lessor's Property;

(i) the Lessee will give any consent that may be required from the Lessee under any Act or instrument for the purposes of the proposed subdivision, and

(ii) the following documents are, if the Lessor so requires, to be contemporaneously executed;

(A) an instrument of surrender of this lease (in registrable form) as from a time immediately before the subdivision takes effect, and

(B) a new lease (the "substitute lease") for the balance of the term of this lease (and on the same conditions – or those conditions as appropriately modified to allow for the subdivision) for the allotments to be formed by the subdivision out of land to which this lease applies.

(iii) all documents necessary to give effect to this clause will be prepared by the Lessor's Conveyancers and will be prepared, stamped and registered at the Lessor's expense.

THE SCHEDULE

Item A **RENT REVIEWS** - Clauses 2.02 and 3.03

Review Days	Manner of Review
15/12/2022	C.P.I.
15/12/2023	C.P.I.
15/12/2024	C.P.I.
15/12/2025	C.P.I.

BASE RENT – Not applicable Clause 2.02 (e)

Item B **THE LESSOR'S PROPERTY** - Clause 1.00 (f)

The whole of the land comprised in Certificate of Title Volume 5343 Folios 155 & 160

Item C **RATES AND OUTGOINGS** - Clause 1.00 (g)

Local Government rates and charges, landscape levy, Emergency Services Levy, charges for; water supply, sewer, water consumption.

Item D **SECURITY BOND** - Clause 2.03

Nil

Item E **USE OF DEMISED PREMISES** - Clause 2.06

Offices

Item F **FREQUENCY OF PAINTING BY THE LESSEE** - Clause 2.20

At the expiration or sooner determination of this lease.

Item G **TERM OF EXTENSION** - Clause 3.03

Nil

Item H **ADDITIONAL COVENANTS** - Clause 4.13

Guarantee & Indemnity

1. The Lessee acknowledges that this lease and any extension provided for hereunder has been granted conditionally upon the Directors and Shareholders of the Lessee providing a Guarantee & Indemnity in a form acceptable to the Lessor.

Proportion of Outgoings

2. The Lessee hereby agrees to re-imburse the Lessor 100% of each and every account for outgoings referred to in Item C hereunder which are individually assessed or billed, and 64.3% of each and every account for outgoings referred to in Item C hereunder which are not separately assessed or billed. All accounts are to be paid within 14 days of request therefor.

Gardening

3. The Lessor shall tend water and maintain all or any gardens trees and shrubs on the demised premises.

EXECUTION PAGE

THE LESSOR AND THE LESSEE AGREE THAT ALL OF THE PAGES AND THE SCHEDULE PRECEDING THIS EXECUTION PAGE, (COMPRISING 26 PAGES), FORM THE WHOLE OF THIS LEASE WHICH THE PARTIES AGREE TO BE BOUND BY, AS EVIDENCED BY THEIR EXECUTION BELOW.

Dated the 11th day of FEBRUARY ~~2021~~ 2022

Execution Clauses

Executed by the Lessor

Nick Heyne
Signature of the Lessor

in the presence of:

Signature of Witness

DEBORAH BOCLEY
Name of Witness

Executed by Agritrading Pty Limited in accordance with Section 127 (1) of the Corporations Act 2001

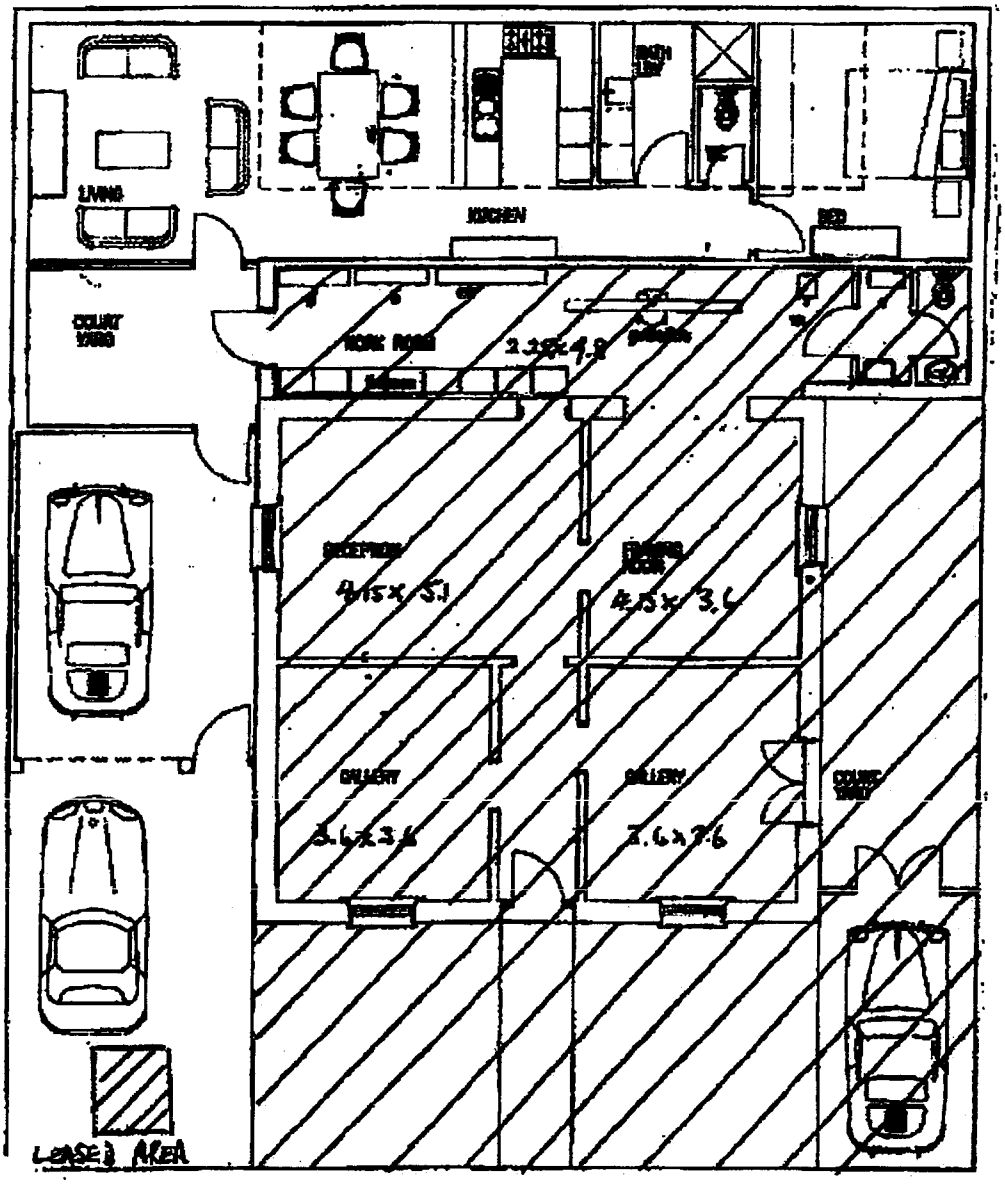
RICHARD MILNE
Director

SYDNEY PARSONS

Director/ Secretary

PLAN PAGE

PLAN OF PREMISES



MEMORANDUM OF LEASE

BETWEEN

N.J. HEYSEN
(the Lessor)

and

AGRITRADING PTY. LIMITED
(the Lessee)

Prepared by:-

Michael Psarros
Conveyancer
PO Box 704
North Adelaide S A 5006
Ph. 08 8267 5222
E. michael@mpconveyancer.com.au

Asbestos Register

Carters
Asbestos Management

- Asbestos Registers & Reviews
- Asbestos Management Plans
- Asbestos Maintenance & Remediation
- Pre-Demo / Renovation Asbestos Reviews
- Hazardous Materials Registers
- Asbestos Sampling & Air Monitoring

ASBESTOS REGISTER

REGISTER NO.:	**AS 9214**
FOR THE PROPERTY AT:	**10-12 Finniss Street North Adelaide SA 5006**
CLIENT:	**Fox Real Estate**
CONSULTANT:	**Jason Winter**
DATE INSPECTED:	**19/10/2026**



CARTER CORPORATION PTY. LTD.
42 Trembath Street, Bowden, SA 5007
Ph. (08) 8346 2999
Email: enquiries@cartercorporation.com.au
Web: www.cartercorporation.com.au
ABN 58 007 881 763

FOX

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APPENDIX A – ASBESTOS REGISTER

APPENDIX B – CERTIFICATES OF ANALYSIS

APPENDIX C – REGISTER DRAWING

APPENDIX D – ASBESTOS WORK RECORDS

1. INTRODUCTION

Carter Corporation Pty Ltd (Carter's Asbestos Management) was requested to provide an Asbestos Register for the site/address referred to and contained within this document.

The objective of the survey was to, as far as reasonably practicable, locate, identify and access and where possible, photograph the accessible asbestos containing materials (ACMs), assessing the condition of the ACM present within the scope of the survey, as required by the State/Territory Regulations (Refer Section 8 Reference) and to present the information collected in a way which allows the duty holder to manage the risks arising from those materials.

This report is limited to asbestos containing materials only and their associated risks. Reference may be made within this document to other hazardous materials such as but not limited to Synthetic Mineral Fibre (SMF); lead paints etc, (other hazardous materials may be present), however no assessment of these have been made.

In accordance with the proposal and the clients instructions a visual only, non-intrusive/non-destructive inspection was undertaken. The client should be aware of the limitations of a survey conducted in a non-destructive manner and is referred to Section 3 Limitations.

It is strongly recommended that this report be reviewed prior to any change of use, occupancy or other activity which may affect the accessibility of any of the asbestos containing materials within the areas surveyed and identified within this document. Such reviews should only be conducted by a competent person. It is recommended that further investigations will be required using destructive surveying and sampling techniques prior to any planned refurbishment or building alterations or maintenance which affect the fabric of the building.

In accordance with the Regulations, ACM's which have been visually identified (i.e. not sampled or not referenced to a specific sample) should be presumed to contain asbestos, unless sampled to prove otherwise.

This report should be read in its entirety. This report may not be reproduced other than in full, except with the prior written approval of the report author.

2 SCOPE of WORK

To undertake the inspection as required, the following scope of work was undertaken;

- A site specific risk assessment prior to the survey was undertaken.
- Inspection of readily accessible ACM on the site was carried out, their location, type, quantity, condition and stability were documented.
- An assessment of the materials potential to release fibres and recommendations to minimise or manage the risk was noted.
- Photographs were taken (where available/required) to aid the item identification and condition.
- Signage requirements were noted.
- Samples taken (where agreed) and submitted to a NATA laboratory (where required) for analysis to qualify asbestos fibre content.
- Drawings (where supplied) included in the register to aid the asbestos location identification.

3 LIMITATIONS

Whilst the inspectors make every reasonable effort, Carter Corporation Pty. Ltd. (Carters Asbestos Management) cannot guarantee that all Asbestos Containing Materials (ACM's) listed within the scope have been identified and that the survey and sample results are definitive. It is not possible to guarantee that every source of Asbestos Containing Material (ACM) at the site has been identified and is recorded in this Register for the property.

The survey should not be interpreted as absolute, without extensive invasion of the structure of the building. Some ACM's could be present in areas which were unsafe or impractical to physically assess, access or were otherwise concealed during this conduct of this survey and these ACM's may only be discovered during building, maintenance renovation or demolition works. The inspection is limited to the ACM detailed in the scope of the survey and does not include any other hazardous materials, chemical and or other contaminated materials within the buildings structure or grounds and within soils and dusts on the site.

In general, it may be impossible to locate all ACM's during the course of a visual inspection. Physical constraints upon an inspection include, but are not limited to, restrictions on access to ceiling spaces, wall and floor cavities, risers and voids, lift shafts / motor rooms, air conditioning ductworks. During an inspection, there is a need to avoid damage to client's property (e.g. through sample taking) and to minimise disruption (e.g. dismantling equipment or interrupting occupancy), and inconvenience to occupants. The scope of the services was defined by the proposal and the requests of the client, by the time and budgetary constraints imposed by the client, and the availability of access to the site. If during the conduct of any building and demolition works conditions change or concealed/unknown ACM's are detected, uncovered or suspected to be present, revised safe work practice is to be implemented immediately.

For the purpose of creating a Register, building owners are not required to dismantle parts of the building or plant to locate Asbestos Containing Materials; the intent of the register is aimed at identifying any significant risk to persons on a day-to-day basis. If it is the intention to demolish or alter such areas, further review and investigation/sampling is required. If during the conduct of any building works conditions change or concealed/unknown ACM's are detected, uncovered or suspected to be present, revised safe work practice is to be implemented immediately.

The inspection was carried out in areas where access was safely / readily available. Unless otherwise indicated floor coverings were not taken up to enable inspection of floor surfaces, access hatch covers were not removed. Equipment in use was not disturbed or opened for the purpose of inspection. Air-conditioning systems, heater banks and associated ductwork has not been inspected.

In some instances ACM's may be located in inaccessible areas of the structure of the building such as wall cavities, beneath floor slabs, or as an integral part of machinery, plant or equipment (pumps, pipe work, boilers, air-conditioning systems, heater banks, ductwork and the like). Buried or concealed ACM such as services, pits, conduits or debris / contamination, lost formwork to building cavities and foundations may also be discovered upon excavation.

In rare cases, past trades have been suspected to have mixed asbestos fibres into materials that under normal circumstances would not contain asbestos (e.g. paints, mortar, plaster, render, screeds, bituminous coatings) and unless otherwise stated, these materials have not been inspected for and sampled during the course of this inspection. If an inaccessible area is suspected of containing asbestos, it may require further clarification or verification. The decision regarding this shall remain purely at the discretion of the client.

It is important to note that it is possible that there may be presence of residues of asbestos beneath newly applied materials, covered by previous renovation work or resulting from previous poor removal methods. It is not possible or practicable to detect such residues without substantial disturbance to the entire building.

Confirmation of lagged pipe work within wall cavities and chased into walls is not possible with a visual inspection. Asbestos that was previously removed from an area may have fallen down cavities due to inadequate removal procedures and clean-up and cannot be identified during the course of this inspection. This should be taken into consideration when any demolition or upgrade work is being done as it is possible that 'residual' asbestos containing materials may be present in these areas that has not been identified.

Unless noted otherwise, samples were not taken of those products which have previously been known to contain asbestos, e.g., "Zelemite" electrical switchboard panels and "Millboard" insulation to wiring (items installed in live electrical situations).

There is no NATA approved tool, instrument or device for "on site" asbestos identification or analysis. The inspection relies on current knowledge of known ACM and areas where products have been installed and results of specific samples taken. No guarantee can be given, express or implied, that the inspection and sampling will reveal all the asbestos containing materials that may be located in the workplace described in this document.

Under the terms of the regulation requirements no inspection has been conducted to buildings or plant / equipment constructed / installed after 31/12/2003. The importation of asbestos or materials containing asbestos into Australia is generally prohibited under the Customs (Prohibited Imports) Regulations 1956 (Customs PI Regulations).
To complement the ban on the importation, manufacture and use of all forms of asbestos and asbestos-containing products from 31st December 2003, the import prohibition on asbestos under the Customs PI Regulations was also introduced. If plant or other materials are imported from countries where asbestos is not yet prohibited, a quality assurance system should be put in place to ensure they do not contain asbestos prior to supplying or using it in the workplace. Carter Corporation Pty. Ltd recommend where there is any doubt that a material may contain asbestos that this material is presumed to contain asbestos and checked by a competent person and sampled at a NATA approved laboratory to categorically confirm content.

Asbestos and/or products containing asbestos may be located in inaccessible areas of a building or plant and equipment and, consequently, inspection/access to these areas may not be possible. Asbestos may also be part of a proprietary brand of equipment or machinery. No demolition, excavation, removal of equipment or dismantling of plant/machinery has or will be undertaken. No allowance has been included for inspection to inaccessible areas or the internal inspection of plant/equipment and air-conditioning ductwork/heater banks. Unless otherwise indicated flooring was not taken up to enable inspection of floor surfaces, concealed flooring or adhesives or sub-floor surfaces. No inspection has been conducted to sub-floor areas nor below ground surface for 'asbestos soils' on the site. It should be noted that access is required to each and every room throughout the building/property at the time of inspection. Inspections are conducted based upon the inspector performing and completing a job safety analysis/risk assessment prior to commencement of the inspection to ensure work is carried out in accordance with the relevant WHS regulations and company Standard Operating Procedures. Subsequently no allowance has been made to inspect operating/in service plant and equipment and to ceiling height and roofing heights greater than 2.5m unless site-specific safe access systems have been made available. No allowance has been made to enter any restricted access area such as High Voltage areas, areas of x-ray or radio-frequency, underground tunnels, pits or confined space designated areas. If specific inspections required they can be carried out using suitable methods at an agreed rate if applicable. No inspection can be guaranteed to locate all asbestos. The inspection cannot be regarded as absolute, without extensive invasion of structures. Further refurbishment or demolition may expose situations that are concealed or otherwise impractical to assess during this inspection.

Any references in this report to materials other than asbestos are not to be taken as necessarily accurate, since identification of such materials is not included within the scope of this report. References to "Colorbond", "PVC", "Rockwool", "Gyprock"", etc are intended to be an approximate indication only of the type of material present based on cursory observation. The purpose of including references to such materials is primarily to assist the author in compiling the report and secondly to provide a more descriptive report.

Measurements and quantities mentioned in this report are approximate only and total extents have not been quantity surveyed, they are provided as a guide only and must be validated prior to removal. This report is not to be used as a contractual document. No guarantees can be entered into regarding the accuracy or completeness of this report.
The information contained herein is accurate at the time of initial document provision only. Subsequent reviews/updates/validations become the responsibility of the client.

Register updates or reviews must be read in conjunction with the original register. It is recommended that these registers be audited and reviewed/re-issued at least upon an annual basis, to ensure compliance to the WHS regulations is being maintained. The information contained herein is accurate at the time of printing only. Subsequent reviews and updates become the responsibility of the client.

The client must not rely on an inspection or register as indicating that a property is 'Asbestos Free'. The register can only be relied upon to show that no asbestos containing material may not have been visible (or that only such asbestos was found as was reported to be found) in the course of the inspection.

The findings and recommendations within this register are based upon the state of the site at the time of the survey. The effects of time, manifestation of latent conditions or impacts of future events (demolition, weathering, deterioration, scientific knowledge, changes in legislation etc) may render the report inaccurate.

A reference in this register to the regulations, a Code of Practice, a Guidance Note or Guideline will be taken as a reference to that document as in force at that time. A reference in this register to the owner of a building will be taken to include a reference to any person appointed by the owner to manage the building on his or her behalf.

Reliance on Information Provided by Others
Carter Corporation notes where information is provided by other parties in order for the works to be undertaken, Carter Corporation cannot guarantee the accuracy or completeness of this information. The client therefore waives any claim against Carter Corporation and agrees to indemnify Carter Corporation for any loss, claim or liability arising from inaccuracies or omissions in information provided to Carter Corporation by the client or third parties.

4 METHODOLOGY

Areas detailed within the register were inspected where accessible in order to determine the findings pertaining to type, condition and extent of the presumed or confirmed asbestos containing materials recorded.
To assess the potential health risk posed by the ACM various information and criteria are recorded. The assist in the interpretation of the Asbestos Register the following detailed explanation is provided.

- **LOCATION – DESCRIPTION;** provides identifier (letter for external and number for internal). The identifier is also shown on any drawing provided with the Register. The description states the room number (if assigned), room name, location of the item and material description.

- **EXTENT;** an approximate extent (not be used for pricing or demolition costing).

- **ACCESSIBILITY;**
  Accessible – the material/item can be easily accessed without any aids or key access.
  Limited access – the material/item can by accessed but requires access via ladder, key access, lifting carpet, etc.
  Inaccessible – the material/item cannot be accessed without damage or demolition i.e. metal encapsulated insulation, material within cavity, sealed door core etc.

- **ASBESTOS ASSESSMENT;** asbestos type (from laboratory analysis) or presumed asbestos content.

- **CONDITION;** provides a description of the material at the time of the survey. It comprises of three components;
  Poor – the material is damaged or severely deteriorated.
  Moderate – the material is generally sound condition but has some signs of deterioration.
  Good – The material is sound with no signs of deterioration

  Sealed – the material has a painted or other material sealing the raw product
  Unsealed – the material is raw or has exposed areas of asbestos product

  Non-friable/bonded – the asbestos fibres are in a stable matrix and cannot be crushed by hand application
  Friable – the asbestos product can be crushed or broken down by hand pressure or is dust/debris

- **SAMPLE NO – VISUAL TEST;** provides the unique sample reference number or informs of a visual identification. Items listed within the Register as "visual" have not been sampled to confirm an asbestos content. These items have been identified as materials which historically have or can contain asbestos. The presumption made is through various criteria such as but not limited to type of material, age of building, similar products, and the experience of the surveyor. All materials which have been listed as visually identified within this register must be treated as asbestos unless proven otherwise by sample analysis. It is recommended that all materials are sampled in order to qualify.

- **SIGNAGE STATUS;** signage is either visible or not visible.

- **SURVEY FINDINGS and HAZARD MANAGEMENT RECOMMENDATIONS;** has specific notes pertaining to the item with recommendations if required. Within this section there is also information relating to Risk Priority. The information gained from the survey or inspection is used to provide a priority rating and is to be used as part of the Asbestos Management Plan. Refer to Section 7 'Risk Score Calculator' for the risk score matrix used within the Register. The matrix is based upon AS4360.

5 EXAMPLES OF ASBESTOS CONTAINING MATERIALS

(This is not an exhaustive list)

Backing to service riser doors
Bitumen based membrane coverings/flashings
Bitumen Paints/Sealants
Boiler insulation
Brake linings
Cable trays
Chalkboards
Cooling towers
Door linings
Down pipes and gutters
Duct work flexible fabric connections
Eaves/Verandah linings
Electrical cable insulation/sheathing
Electrical meter backing boards
Exhaust insulation and gaskets
Expansion joints and gaskets in boilers
Facades
Fencing
Fibre cement pipes and flues
Fire blankets
Fire doors - internal core
Firewall partitions
Fuse holder insulation
Heater bank/re-heat units insulation within duct work of air conditioning
Hot water service heat shields
Insulation linings for spark/fire resistance
Kitchen plant and equipment
Laboratory gloves
Laboratory hoods, bench tops, and equipment
Lift motor brakes
Limpet insulation to structural beams & columns
Lost form work
Louvres in windows
Mortar in wall and floor penetrations (fire stop)
Oven door seals
Packers under floor joists (for levelling transportables, etc)
Pipe work gaskets
Putty and tapes in expansion joints, construction mastics
Refractory bricks
Residual contamination on ceiling tiles and grids
Roof cladding
Roofing shingles
Sealants to duct work and other air-conditioning plant and equipment
Sheathing/insulation to wiring
Sheeting to wet areas
Taping compounds (thermal)
Textured paints/coatings
Thermal paper products
Vermiculite insulation/decorative plaster finishes
Vinyl floor (lino) backing material
Vinyl floor tiles
Wall and floor penetrations
Wall cavities
Wall linings/cladding
Window glazing putties/frame caulking

6 DEFINITIONS

Accredited laboratory	A testing laboratory accredited by the National Association of Testing Authorities, Australia (NATA) or a similar accreditation authority, or otherwise granted recognition by NATA, either solely or in conjunction with one or more other persons.
Accessible	In a physical location where building occupants or users might readily access material without use of assistance e.g. asbestos based material used as wall cladding on or outside of equipment in a laboratory etc.
Air monitoring	Airborne asbestos fibre sampling to assist in assessing exposures and the effectiveness of control measures. Air monitoring includes exposure monitoring, control monitoring and clearance monitoring. Note: Air monitoring should be undertaken in accordance with the Guidance Note on the Membrane Filter Method for Estimating Airborne Asbestos Fibres [NOHSC:3003 (2005)].
Airborne asbestos fibres	Any fibres of asbestos small enough to be made airborne. For the purposes of air monitoring airborne fibres, only respirable asbestos fibres are counted.
Asbestos	The fibrous form of mineral silicates that belong to the serpentine or amphibole groups of rock forming minerals, including Actinolite, Amosite (brown asbestos), Anthophyllite, Crocidolite (blue asbestos), Chrysotile (white asbestos) and Tremolite, or any combination of two or more of these.
Asbestos Abatement	Procedures to control fibre release from asbestos containing materials in a building or to remove it entirely. These may involve removal, encapsulation, repair, enclosure, encasement, operations and maintenance programs.
Asbestos register	The document containing the results/recommendations following a building audit for asbestos materials, commenting on their location, condition and establishment of safe working policies.
Asbestos removal work	Work involving the removal of a) insulation material that consists of or contains asbestos, or other friable asbestos-containing material; or b) an asbestos-cement (fibro) product, or other non-friable asbestos-containing material.
Asbestos work	Any work where, in the course of that work, exposure to asbestos (or any material that consists of or contains asbestos) may occur.
Asbestos Containing Material (ACM)	Means any material, object, product or debris that contains asbestos.
Asbestos removalist	A competent person who performs asbestos removal work. An asbestos removal licence is required for removal of friable ACM and may also be required for non friable ACM removals, check with relevant OHS authorities for requirements.
Asbestos waste	All removed ACM and disposable items used during the asbestos work, such as plastic sheeting used to cover surfaces in the asbestos work area, disposable coveralls, disposable respirators, rags used for cleaning.
Asbestos work area	An immediate area in which work on ACM is taking place. The boundaries of the asbestos work area must be determined by a risk assessment.
Avoid physical and mechanical damage	As far as practicable, limit activities (cutting, drilling, grinding, sanding, breaking, etc) on or adjacent to material such that sufficient damage to release respirable fibres is avoided.
Breathing zone	A hemisphere extending in front of a persons face, with a radius of 300mm from the midpoint of an imaginary line between the ears.

Competent person	A person possessing adequate qualifications, such as suitable training and sufficient knowledge, experience and skill, for the safe performance of the specific work.
Dust and debris	Visible particles, fragments or chunks of material, large and heavy enough to have settled in the work area, that is likely to have originated from ACM.
Friable (Asbestos)	Asbestos containing material which, when dry, is or may become crumbled, pulverised or reduced to powder by hand pressure.
Hazard	Any matter, thing, process or practice that may cause death, injury, illness or disease.
Inaccessible areas	Areas which are difficult to access, such as wall cavities and the interiors of plant and equipment.
Limited Access	Requiring some assistance or equipment to allow access e.g. requiring a ladder or lifting of ceiling tiles or keys to normally locked cupboard, room etc.
Monitor Condition	Carry out regular general observation of condition of material to note any changes.
NES	National Exposure Standard
N.O.H.S.C.	The National Occupational Health and Safety Commission (Government Body).
Organic fibre	Fibres such as but not limited to cellulose, wool, cotton
Person with control	In relation to premises, a person who has control of premises used as a workplace. The person with control may be: a The owner of the premises b A person who has, under any contract or lease, an obligation to maintain or repair the premises c A person who is occupying the premises d A person who is able to make decisions about work undertaken at the premises, or An employer at the premises
Personal Protective Equipment	Equipment and clothing that is used or worn by an individual person to protect themselves against, or minimise their exposure to, workplace risks.
Register Controller	A building owner or designated representative who is responsible for the asbestos register and implementation of a hazard management plan.
Risk	The likelihood of a hazard causing harm to a person. In this instance risk relates to illness or disease arising from exposure to Airborne Asbestos Fibres.
SMF	Synthetic Mineral Fibre
Stable	Condition good, posing minimum risk to health.
Unstable	Condition poor, posing significant risk to health.
Work	Any activity, physical or mental, carried out in the course of a business, industry, commerce, an occupation or a profession.
Worker	A person who does work, whether or not for reward or recognition.
Workplace	Any place where a person works.

7 RISK SCORE CALCULATOR

Consequence or Impact

Rating	Descriptor	Example Detail Description
1	Insignificant	No illness will result as asbestos is stable, therefore there is little likelihood of inhaling fibres above normal ambient levels.
2-3	Minor	Local fibre release only and in amounts and fibre size that are unlikely to cause latent asbestos related illness
4-6	Moderate	Asbestos may be unstable and could release fibres in the amount and size that may cause latent asbestos related illness
7-8	Major	Asbestos is unstable and will release fibres in the amount and size that will cause latent asbestos related illness
9	Catastrophic	Asbestos is highly friable and unstable, fibres will be released in size range and amount that are highly likely to cause latent asbestos related illness

Likelihood of Exposure

Rating	Descriptor	Description
9	Almost Certain	Is expected to occur in most circumstances – i.e. people regularly in the vicinity.
7-8	Likely	Will probably occur in most circumstances.
4-6	Possible	Might occur at some time.
2-3	Unlikely	Could possibly occur at some time but is unlikely.
1	Rare	May occur only in exceptional circumstances.

Risk Calculator

	Consequence or Impact					
Likelihood		9	7-8	4-6	2-3	1
	9					
	7-8					Medium
	4-6				Medium	Low
	2-3			Medium	Low	Low
	1			Medium	Low	Low

Risk	**Priority with recommended action**
Extreme	**P1** – Restrict access and isolate material immediately. Plan for removal as soon as practicable (less than 1 month). The identified material presents an immediate occupational/environmental risk in its present condition.
High	**P2** – Limit access as an interim measure and identify for planned removal (less than 3 months). The identified material presents a potential occupational/environmental risk in its present condition.
Medium	**P3** – Identify for removal where maintenance or refurbishment may cause disturbance of the material. Treat material (make safe, seal) to prevent potential fibre release as an interim measure.
Low	**P4** – Leave in situ and reassess condition on at least an annual basis or as otherwise required by current WHS Regulations. Consider removal when maintenance or refurbishment may cause disturbance of the material. The identified material presents a low occupational/environmental risk in its present condition unless acted upon/disturbed.

8 REGULATORY REFERENCES

ACT	Work Health and Safety Act 2011 Work Health and Safety Regulation 2011
NSW	Work Health and Safety Act 2011 Work Health and Safety Regulation 2025
NT	Work Health and Safety (National Uniform Legislation) Act 2011 Work Health and Safety (National Uniform Legislation) Regulations 2011
QLD	Work Health and Safety Act 2011 Work Health and Safety Regulation 2011
SA	**Work Health and Safety Act 2012** **Work Health and Safety Regulation 2012**
TAS	Work Health and Safety Act 2012 Work Health and Safety Regulation 2022
VIC	Occupational Health and Safety Act 2004 Occupational Health and Safety Regulations 2017 Div 5
WA	Work Health and Safety Act 2020 (WA) Work Health & Safety (General) Regulations 2022
Codes of Practice	**How to Manage and Control Asbestos in the Workplace** **How to Safely Remove Asbestos**

Guidance Note on the Membrane Filter Method for Estimating Airborne Asbestos Fibres [NOHSC: 3003 (2005)]

STATE AND TERRITORY WORK HEALTH AND SAFETY AUTHORITIES;

ACT	Website: www.worksafe.act.gov.au Email: worksafe@worksafe.act.gov.au Telephone: (02) 6207 3000
NSW	Website: www.safework.nsw.gov.au Email (via website): submit and online enquiry Telephone: 13 10 50
NT	Website: www.worksafe.nt.gov.au Email: ntworksafe@nt.gov.au Telephone: 1800 019 115
QLD	Website: www.worksafe.qld.gov.au Email (via website): General enquiries Telephone: 1300 362 128
SA	**Website: www.safework.sa.gov.au** Email: help.safework@sa.gov.au **Telephone: 1300 365 255**
TAS	Website: www.worksafe.tas.gov.au Email: wstinfo@justice.tas.gov.au Telephone: 1300 366 322
VIC	Website: www.worksafe.vic.gov.au/ Email: info@worksafe.vic.gov.au Telephone: 1800 136 089
WA	Website: www.worksafe.wa.gov.au Email: wscallcentre@lgirs.was.gov.au Telephone: 1300 307 877 Part of the WA Department of Commerce

Appendix A – ASBESTOS REGISTER

Carters
Asbestos Management

REGISTER: AS 9214

ADDRESS: 10-12 Finniss Street
North Adelaide SA 5006

DATE: 19/10/2026

2026 ORIGINAL REGISTER NOTES/DESCRIPTION

Externally – Masonry brick/block/ blue stone construction, corrugated iron / sheet metal roof cladding / timber windows / doors.
Internally – Concrete slab floor, solid and timber / steel stud partition walls, solid brick/ plasterboard walls / ceiling linings & original fibrous (plaster) ceilings. Assumed non-asbestos vinyl sheeting used to rear area as no visible backing material noted.
Ceiling Inspections – No ceiling access point for the commercial building. Access ceiling / roof spaces with caution.
No access for inspections to wet area / bathroom ceiling due to flush plaster ceiling – access with caution.

SPECIFIC NOTES

There was no access to the ceiling space of the property at the time of inspection as there was no ceiling access point.
Client informed Carters that the rear residential tenancy and associated west side carport were not part of this scope of work and these areas are not covered by this register.
The client confirmed with the owner of the building that the rear store / multipurpose area including the toilet was constructed in approximately 2006 - the owner confirms the south internal fibre cement sheet wall of the toilet was installed ne at this time and does not contain asbestos.

NAV (No Asbestos Visible) - As there was no 'visible' asbestos detected at the time of this inspection, there is no requirement to implement or review an Asbestos Management Plan (AMP); however this asbestos register / review must be maintained on-site in accordance with the regulations to be made available for those persons intending to work on / in the building to refer as part of risk assessment requirements.

Whilst there was no asbestos visible, this does not necessarily mean the building/property is 'asbestos free'. Refer also to general notes.

Asbestos containing materials (ACM's) may still be present in the building and as such this register must be maintained on the site to be referred to by those persons working on or in the building.

Asbestos Registers and Reviews are generally conducted for initial WHS regulatory compliance purposes and usually based upon 'visual/non-intrusive/non-destructive' inspections only and in some cases with limited sample analysis (where conducted).

Further investigations will be required prior to any planned building, maintenance, demolition, refurbishment or alterations which affect the fabric of the building. This is a regulatory requirement for any building constructed prior to 31/12/2003. Further investigations may also be required upon excavation of soils if ACM is detected or suspected to be present.

Demolition and Refurbishment Work - Asbestos Registers may not be adequate for demolition and refurbishment work purposes as they are unlikely to involve intrusive and destructive inspection. In accordance with WHS Regulations Part 8.6 prior to any refurbishment/demolition the Asbestos Register must be reviewed – if the Register is inadequate for the proposed refurbishment/ demolition it must be revised i.e. further intrusive / pre-demolition style intrusive inspections must be conducted and the Register updated with the relevant information.

The register must be also consulted and reviewed upon the events such as discovery of a suspect material or the uncovering of concealed suspected ACM's.

If at any point Asbestos is identified or assumed to be present, the Asbestos Register must be updated and reviewed in accordance with Regulation 426. A copy of this Asbestos Register should be kept on site along with the Asbestos Management Plan in accordance with WHS Regulation 427.

Asbestos Management Plan (AMP) – As there was no 'visible' asbestos detected upon this inspection, therefore there is no requirement to establish an AMP in accordance with WHS regulation 429.

General Notes

- No inspection carried out (unless specifically noted otherwise) to inaccessible areas and items such as - Internal of plant / equipment / air-conditioning ductwork / heater banks, ductwork mastic, electrical and service components such as internal of hot water service units, switch components, behind electrical panels, to porcelain electrical fuse holders, oyster type light fittings, service conduits and pits, wiring and cable trays and risers, concealed hot water pipes. No inspection is carried out to pipe-work chases, wall and column cavities, above flush panel ceilings, underground services, beneath current floor coverings / under floor spaces, window / glazing putty, floor & wall control joints, under sinks and behind urinals, lost formwork, floor, framing & beam packers, bituminous / painted coatings / insulated coatings etc. No inspection has been conducted to locations where in rare circumstances trades have mixed asbestos fibres into materials that under normal circumstances would not contain asbestos (e.g. mortar, plaster, render, screeds and paints) and unless otherwise stated, these materials have not been inspected for and sampled during the course of this inspection. If an accessible or inaccessible area is suspected of containing asbestos, it may require further clarification or verification. The decision regarding this shall remain purely at the discretion of the client.
- Asbestos containing materials may be part of the above items and as a 'visual only, non-destructive/non-intrusive' inspection has been performed it is recommended to access these items with caution if working on or in the vicinity of, using an asbestos safe work method as a precaution when disturbing or dismantling these materials. Should asbestos or suspected asbestos containing materials be detected then consult register controller and revise work methods accordingly.
- From 31/12/2003 it became illegal to import asbestos containing products into Australia. The above item summary and items listed within the asbestos register has been conducted on the basis of identifying those products historically known to contain asbestos and due to unknown origin of some products potentially imported this survey may not disclose all ACM within the site because of potential imports from countries who still manufacture products containing asbestos.
- Specifically no inspection has been conducted (unless otherwise stated) to the internal of air-conditioning systems to identify the extent / location of any heater bank units (if any). As this is an area that is inaccessible and may contain an asbestos insulation, it is recommended that the client qualify air conditioning heaterbank locations (whether redundant or operational) with their nominated mechanical services / air-conditioning contractor. If heater-banks are detected, they are to be inspected only under strict asbestos conditions. Recommend engage a competent person (according to the WHS Regulations) to assess, in particular, the possibility of "Millboard" type asbestos lining to the internal of the ductwork, and to instigate hazard management to minimise the potential for disturbance within the duct whilst accessing, assessing, and/or sampling. All work to be in conjunction with the mechanical services contractor who can locate possible additional units, and isolate and dismantle the "live" heaterbank unit(s) to enable access within the units for assessment.
- Recommend treat all suspect materials as asbestos containing when carrying out works. Materials should be sample analysed prior to or upon major works to confirm content. Samples taken in certain locations may not necessarily be indicative of similar looking items for the entire building. Sample results are indicative of the specific area from which they were taken.
- If encountered, treat all vinyl floor products, bituminous containing paints and products, cement sheet products, window, air conditioning ductwork and control joint putty and all gaskets (other than rubber and cork) and friction materials as asbestos containing unless confirmed otherwise by sample analysis. Treat all fire rated doors as having an asbestos internal core unless confirmed otherwise. Due to the extent of the cement sheet based materials used at different stages of construction on the building, and as minimal or no samples were taken for analysis and dates of installations not known / provided then treat all cement sheet products encountered (including those visually identified) as suspected to contain asbestos. It is possible that some of the cement sheeting is non-asbestos cement sheeting however must be confirmed by sample analysis.
- It is possible upon building works / demolition to encounter unidentified or undetected asbestos material. Some asbestos containing materials may only become apparent as part of the demolition process itself. Access with caution and consult register controller and implement revised safe work procedure. If demolition works are planned, it is recommended to conduct a 'pre-demolition' intrusive / destructive type inspection incorporating additional / unrestrictive sample analysis.
- It is recommended to wear suitable personal protective equipment (PPE) including respiratory protection when entering all ceiling or underfloor spaces and confined or restricted spaces as a minimum precaution. Respiratory protection is recommended when any dust generation is assessed for any works as a precaution.
- Inspections are conducted based upon the Consultant performing and completing a job safety analysis / risk assessment prior to commencement of the inspection to ensure work is carried out in accordance with the relevant WHS Regulations and company Standard Operating Procedures. Subsequently no inspection has been performed to ceiling height and roofing heights greater than 2.5m unless site specific safe access systems have been made available. No inspection has been performed to operating / in service plant and equipment.

Carters
Asbestos Management

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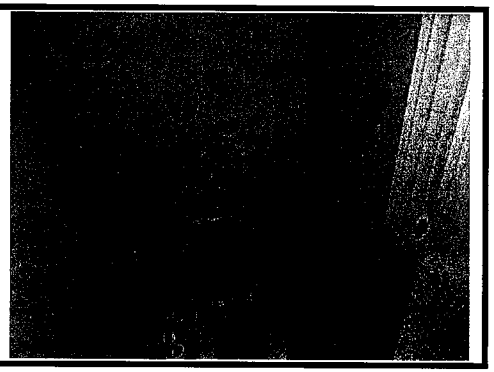
DATE: 19/10/2026

LOCATION - DESCRIPTION	EXTENT	ASBESTOS ASSESSMENT	CONDITION	SAMPLE NO VISUAL TEST	SIGNAGE STATUS
1. Internal, Office, toilet, south wall – fibre cement sheet	-	-	-	-	-
SURVEY FINDINGS and HAZARD MANAGEMENT RECOMMENDATIONS					
October 2026 note: The client confirmed with the owner of the building that the rear store/ multipurpose area including the toilet was constructed in approximately 2006 - the owner confirms the identified south internal fibre cement sheet wall of the toilet does not contain asbestos.					



Appendix B – CERTIFICATES OF ANALYSIS

Samples taken by Carters in accordance with standard operating procedures are submitted to NATA approved laboratories for analysis to qualify non-asbestos results where required and are analysed in accordance with industry methods for the analysis type. Certificates of analysis are provided by the laboratory as a reference of the results for inclusion into the register appendix B. Samples taken by others have not been validated / re-tested.

Samples provided/as received in our offices (taken by others) are analysed as above however no responsibility is taken for the actual sampling collection technique, determination of sample location, and the consequent bearing on the sample result.

Limitations of Sample Analysis

The certificate of analysis provided by the laboratory is a record of asbestos or non-asbestos content of the sample piece provided for analysis. Consideration is given to minimise damage to clients property where taking necessary samples as it is difficult to remove a sample from installed materials such as flushed fixed panel wall and ceiling linings and fixed floor coverings. In other cases it may not be safe to access materials to take samples such as electrical panels, and integral gasket / seal or insulation materials to plant and equipment.

Limitations also apply to the analytical methods used by the laboratory in the identification of substances. These limitations may be due to the sample to be analysed may not be representative (non-homogenous), or low concentrations, the presence of 'masking' agents and the restrictions of the approved laboratory technique. As such, non-statistically significant sampling results can only be interpreted as 'indicative' and not used for quantitative assessments. It is also noted that with some asbestos containing bulk material it can be very difficult or impossible to detect the presence of asbestos using the polarised light microscopy (PLM) analytical method, even after ashing or disintegration of samples. This can be attributed to the fact that very fine fibres have been distributed individually throughout the material or due to the low grade or small length or diameter of asbestos fibres present.

Whilst the assessment has attempted to locate ACM's within the building, the inspection is limited to a visual assessment and limited sampling programme it is noted that sampling is representative only and due to the lack of homogeneity of building material it's possible that sampling has not detected all asbestos within nominated locations.

The analysis of asbestos containing material within insulation materials may also be compromised in circumstances where the material has been subject to the effects of heat, as this may alter the morphology of the fibrous material.

Inconclusive Sample Identification

In some instances it is not possible to determine asbestos fibre content within a sample using the NATA approved method (PLM – polarized light microscopy). Items such as vinyl floor products, adhesives and mastics due to low asbestos content and/or non-uniform asbestos fibre concentration are often difficult to analyse. Due to the nature of these materials the NATA laboratory may recommend that the material be tested using another independent technique (XRD – x-ray diffraction), where PLM and XRD analysis have been made two certificates of analysis will be supplied. Due to the very low concentration of asbestos fibres and the non-homogenous matrix of items such as vinyl floor tiles, false negative results may be obtained. Therefore the accuracy of all results cannot be guaranteed. Whilst XRD analysis can determine what group of minerals are present in the sample i.e. Serpentine and or Amphibole, the test does not specify what type of asbestos fibre is present and is not a NATA approved method. The result may show a sample for example from the Amphibole group but this does not confirm the mineral is actually an asbestos fibre; however the material is presumed to contain asbestos and will be treated as asbestos.

Representative Sample Analysis

Asbestos content can vary within a material dependent upon other factors such as installation procedures, differences in stocks and supplies, time differences in stages of construction and physical mixing of varying quantities of asbestos with other materials. Sections of asbestos containing materials may have also been replaced with non-asbestos materials that look identical from inspection (eg damaged eaves or wall cladding patched or repaired with non-asbestos). Inconsistencies in sample results may be possible due to the inspected materials within a property not being typical throughout.
The sample results provided is for that location of material sampled and as such Carter Corporation accepts no responsibilities for the representativeness of the sample(s) presented for analysis.

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Appendix C – REGISTER DRAWING
(Client supplied plan for reference only- not marked up)

LEGEND: **This drawing is indicative only, not to scale and is to be read in conjunction with register.**

X = designates ceiling access point

(A.) = letters indicate location of external asbestos containing materials, refer to asbestos register location schedule

(1.) = no.'s indicate location of internal asbestos containing materials, refer to asbestos register location schedule

Carters
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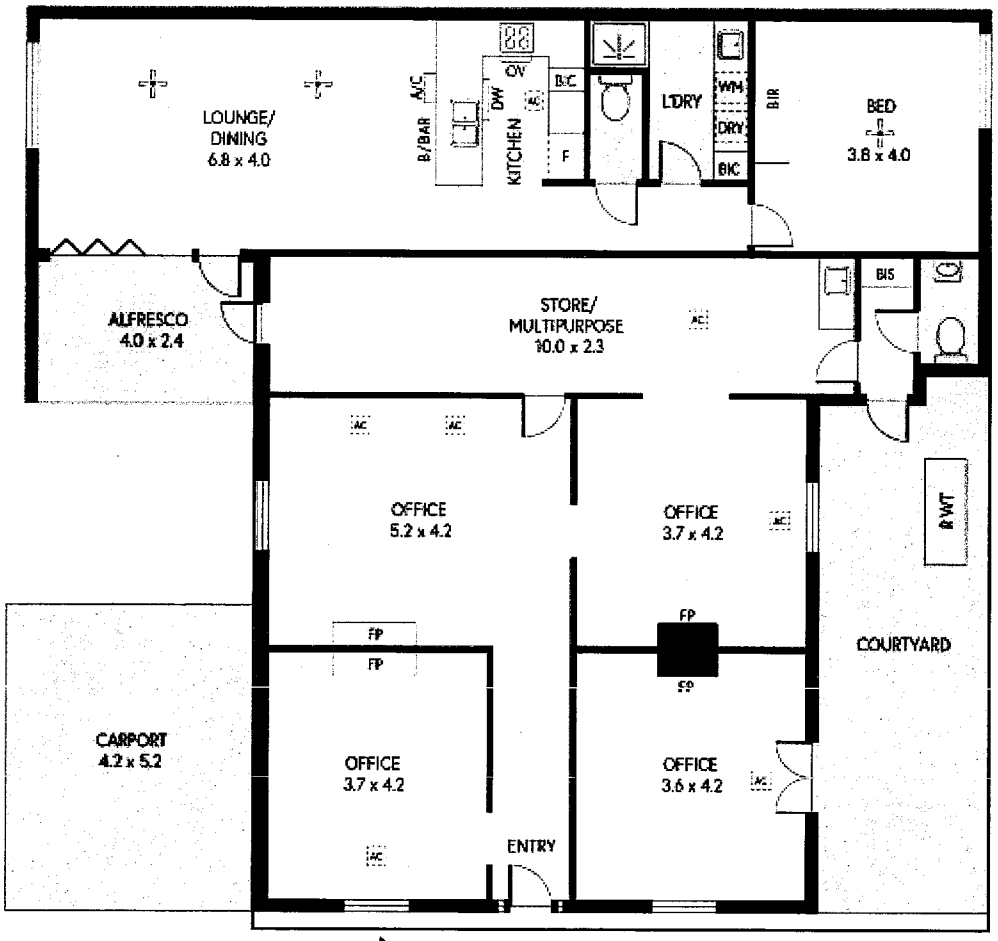

10 FINNISS STREET, NORTH ADELAIDE

INTERNAL - 181.0 SQM
EXTERNAL - 56.9 SQM
TOTAL - 237.9 SQM

clique.

Red line denotes scope/ area of inspection

Appendix D – ASBESTOS WORK RECORDS