

## 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:

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#### 2 Purchaser's registered agent:

Address:

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#### 3 Vendor:

Travis Lee Harris and Kayleigh Louise Harris

Address:

25 Peregrine Crescent, Christie Downs SA 5164

#### 4 Vendor's registered agent:

Deeson Real Estate Pty Ltd T/A Magain Real Estate Turner

Address:

35 Old Coach Road, Aldinga, SA 5173

#### 5 Date of contract (if made before this statement is served):

#### 6 Description of the land:

[Identify the land including any certificate of title reference]

The land situated at 21 Moss Court, Aldinga Beach SA 5173 and being whole of the land in Certificate of Title

Volume 6032 Folio 50 and being whole of Allotment 24 on Deposited Plan 80486 in the Area named Aldinga Beach in the Hundred of Willunga

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

To the purchaser:

### Right to cool-off (section 5)

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

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

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

#### 2 – Time for service

The cooling-off notice must be served –

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

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

#### 3 – Form of cooling-off notice

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

#### 4 – Methods of service

The cooling-off notice must be –

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

25 Peregrine Crescent, Christie Downs SA 5164

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

- (c) transmitted by fax or email to the following fax number or email address:  
jemma@magain.com.au

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(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:

35 Old Coach Road, Aldinga, SA 5173

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

#### Note –

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

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

#### 5 – Effect of service

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

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

**Proceeding with the purchase**

If you wish to proceed with the purchase—

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

**PART C – STATEMENT WITH RESPECT TO REQUIRED PARTICULARS**

(section 7(1))

**To the purchaser:**

\*I / ~~We~~,

Travis Lee Harris

of

25 Peregrine Crescent, Christie Downs SA 5164

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: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

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

(section 9)

**To the purchaser:**

I,

Jemma Turner and Jacqui Wehrmann

certify ~~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: \_\_\_\_\_ Signed: \_\_\_\_\_

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

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

**SCHEDULE – DIVISION 1****PARTICULARS OF MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES AFFECTING THE LAND****(section 7(1)(b))****Note –**

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

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

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

**TABLE OF PARTICULARS**

Column 1	Column 2	Column 3
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*[If an item is applicable, ensure that the box for the item is ticked and complete the item.]*

*[If an item is not applicable, ensure that the box for the item is empty or else strike out the item or write "NOT APPLICABLE " or "N/A" in column 1. Alternatively, the item and any inapplicable heading may be omitted, but not in the case of—*

- (a) the heading "1. General" and items 1.1, 1.2, 1.3 and 1.4; and
- (b) the heading "5. Development Act 1993 (repealed)" and item 5.1; and
- (c) the heading "6. Repealed Act conditions" and item 6.1; and
- (d) the heading "29. Planning, Development and Infrastructure Act 2016" and items 29.1 and 29.2,

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

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

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

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

Column 1	Column 2	Column 3
<b>1. General</b>		
1.1 Mortgage of land	<p><b>Is this item applicable?</b></p> <p><b>Will this be discharged or satisfied prior to or at settlement?</b></p> <p><b>Are there attachments?</b></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Refer to Certificate of Title</p> <p>Number of mortgage (if registered): 13284399</p> <p>Name of mortgagee: MORTGAGE TO CREDIT UNION AUSTRALIA LTD. (ACN: 087 650 959)</p>	<input checked="" type="checkbox"/> YES
<p><b>Note -</b> Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</p>		
1.2 Easement (whether over the land or annexed to the land)	<p><b>Is this item applicable?</b></p> <p><b>Will this be discharged or satisfied prior to or at settlement?</b></p> <p><b>Are there attachments?</b></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Refer to Property Interest Report</p> <p>Description of land subject to easement: Refer to Property Interest Report for more information</p> <p>Nature of easement: Electricity and Telecommunications Infrastructure - Building Restrictions and Statutory Easements (including those related to gas, water and sewage)</p> <p>Are you aware of any encroachment on the easement? NO</p> <p>(If YES, give details):</p> <p>If there is an encroachment, has approval for the encroachment been given? (If YES, give details):</p>	<input checked="" type="checkbox"/> NO YES
<p><b>Note -</b> Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</p>		
1.3 Restrictive covenant	<p><b>Is this item applicable?</b></p> <p><b>Will this be discharged or satisfied prior to or at settlement?</b></p> <p><b>Are there attachments?</b></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Refer to Encumbrance 11159137</p> <p>Nature of restrictive covenant: Refer to Encumbrance 11159137 for more information</p> <p>Name of person in whose favour restrictive covenant operates: Refer to Encumbrance 11159137 for more information</p> <p>Does the restrictive covenant affect the whole of the land being acquired? YES</p> <p>(If NO, give details):</p> <p>Does the restrictive covenant affect land other than that being acquired? NO</p>	<input checked="" type="checkbox"/> NO YES

Column 1	Column 2	Column 3
1.4 Lease, agreement for lease, tenancy agreement or licence	<p><b>Is this item applicable?</b></p> <p><b>Will this be discharged or satisfied prior to or at settlement?</b></p> <p><b>Are there attachments?</b></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Names of parties:</p> <p>Period of lease, agreement for lease etc:</p> <p>From:</p> <p>To:</p> <p>Amount of rent or licence fee:</p> <p>per (period)</p> <p>Is the lease, agreement for lease etc in writing?</p> <p>If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify-</p> <p>(a) the Act under which the lease or licence was granted:</p> <p>(b) the outstanding amounts due (including any interest or penalty):</p>	<input type="checkbox"/> YES/NO <input type="checkbox"/> YES/NO
<p><b>[Note -</b></p> <p><i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>		
<p><b>5. Development Act 1993 (repealed)</b></p>		
5.1 section 42 - Condition (that continues to apply) of a development authorisation	<p><b>Is this item applicable?</b></p> <p><b>Will this be discharged or satisfied prior to or at settlement?</b></p> <p><b>Are there attachments?</b></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Refer to Council Search</p> <p>Condition(s) of authorisation:</p> <p>145/778/2009 Detached single storey dwelling with garage</p> <p>145/2549/2009 Pergola</p> <p>Refer to Council Search for more information</p>	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES
<p><b>[Note -</b></p> <p><i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>		
5.6 section 57 - Land management agreement	<p><b>Is this item applicable?</b></p> <p><b>Will this be discharged or satisfied prior to or at settlement?</b></p> <p><b>Are there attachments?</b></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Refer to Land Management Agreement 10235663</p> <p>Date of agreement:</p> <p>Refer to Land Management Agreement 10235663 for more information</p> <p>Names of parties:</p> <p>Refer to Land Management Agreement 10235663 for more information</p> <p>Terms of agreement:</p> <p>Refer to Land Management Agreement 10235663 for more information</p>	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES
<p><b>6. Repealed Act conditions</b></p>		
6.1 Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1967</i> (repealed)	<p><b>Is this item applicable?</b></p> <p><b>Will this be discharged or satisfied prior to or at settlement?</b></p> <p><b>Are there attachments?</b></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Nature of condition(s):</p>	<input type="checkbox"/> YES/NO <input type="checkbox"/> YES/NO
<p><b>[Note -</b></p> <p><i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>		

Column 1	Column 2	Column 3
<b>7. Emergency Services Funding Act 1998</b>		
7.1 section 16 - Notice to pay levy	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): Refer to Certificate of Emergency Services Levy Payable</p> <p>Date of notice: 20/01/2026</p> <p>Amount of levy payable: \$134.90 (PAID)</p>	<input checked="" type="checkbox"/> YES YES YES
<b>29. Planning, Development and Infrastructure Act 2016</b>		
29.1 Part 5 - Planning and Design Code	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): Refer to Council Search and Property Interest Report</p> <p>Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code): Zoned: General Neighbourhood (GN)</p> <p>Refer to Council Search and Property Interest Report for more information</p> <p>Is there a State heritage place on the land or is the land situated in a State heritage area? NO</p> <p>Is the land designated as a local heritage place? NO</p> <p>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</p> <p>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</p> <p><b>Note-</b> For further information about the Planning and Design Code visit <a href="https://code.plan.sa.gov.au">https://code.plan.sa.gov.au</a>.</p>	<input checked="" type="checkbox"/> NO YES
29.2 section 127 - Condition (that continues to apply) of a development authorisation	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Date of authorisation:</p> <p>Name of relevant authority that granted authorisation:</p> <p>Condition(s) of authorisation:</p>	<input type="checkbox"/> YES/NO YES/NO
<p><b>[Note -</b> <b>N/A</b> <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>		

## ACKNOWLEDGEMENT OF RECEIPT OF FORM 1

The Purchaser acknowledges receipt of the following:

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

the above being identified by pages numbered **1** to **10** inclusive, together with the following annexures and supporting documents (if any):

## FORM 3 Buyers Information Notice

### Copy of Contract

## Certificate of Title

## Council Search

## Property Interest Report

## Certificate of Emergency Services Levy Payable

## Land Management Agreement 10235663

### Certificate of Land Tax Payable

Certificate of Water and Sewer Information

Encumbrance 11159137

## Form R7

### Form R3

**SIGNED BY THE PURCHASER:**

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

The Purchaser:

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

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

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

## Buyers information notice

Prescribed notice to be given to purchaser

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

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

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



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 6032 Folio 50

Parent Title(s) CT 6009/675

Creating Dealing(s) RTU 11132510

Title Issued 20/03/2009 Edition 6 Edition Issued 16/04/2020

### Estate Type

FEE SIMPLE

### Registered Proprietor

TRAVIS LEE HARRIS  
KAYLEIGH LOUISE HARRIS  
OF 21 MOSS COURT ALDINGA BEACH SA 5173  
AS JOINT TENANTS

### Description of Land

ALLOTMENT 24 DEPOSITED PLAN 80486  
IN THE AREA NAMED ALDINGA BEACH  
HUNDRED OF WILLUNGA

### Easements

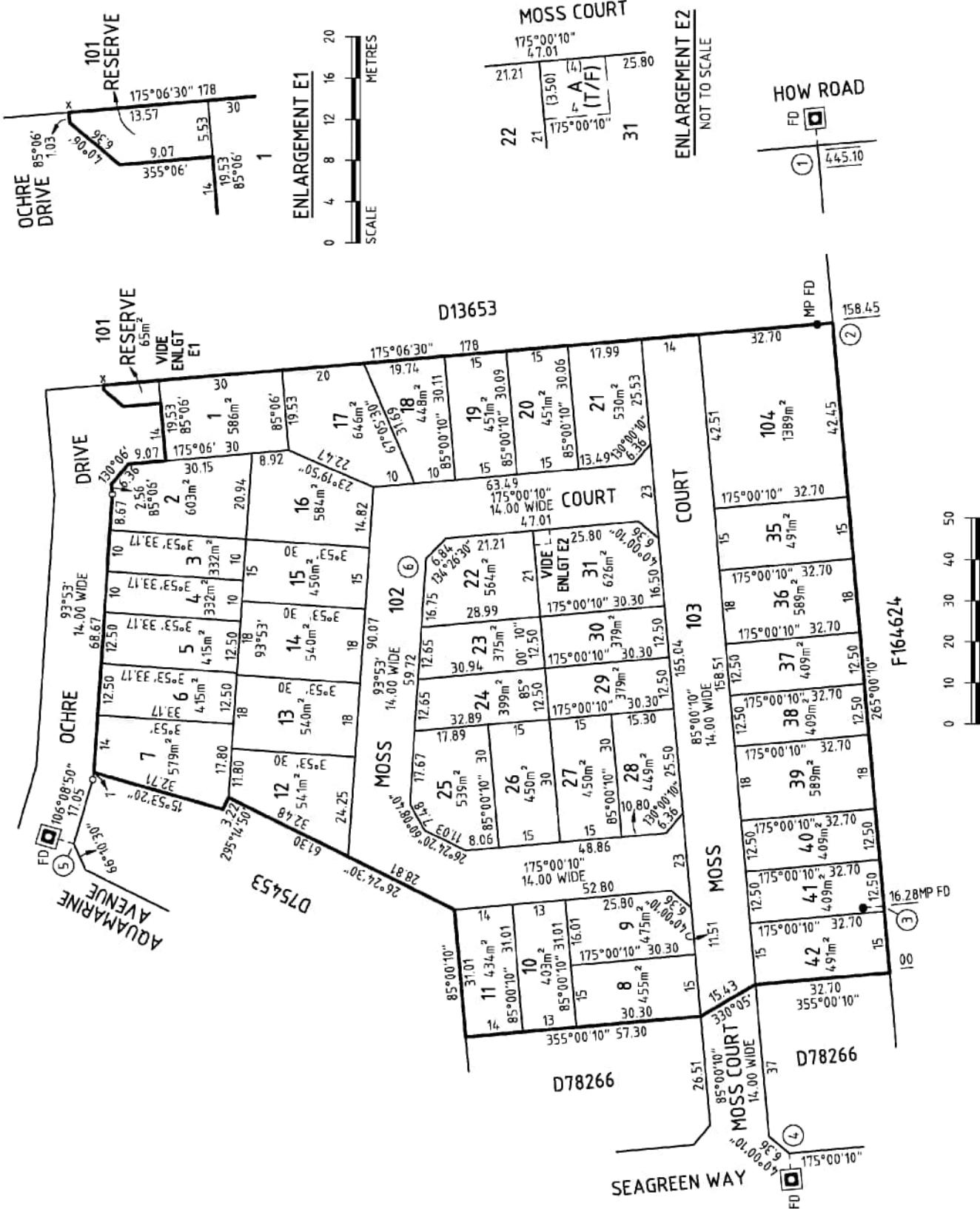
NIL

### Schedule of Dealings

Dealing Number	Description
10235663	AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2)
11159137	ENCUMBRANCE TO GEMTREE PROPERTY PTY. LTD. (SINGLE COPY ONLY)
13284399	MORTGAGE TO CREDIT UNION AUSTRALIA LTD. (ACN: 087 650 959)

### Notations

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



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

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**For your information:**

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

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

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

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

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

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

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

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

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

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

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

Electronic settlement of funds is still preferred.

## LOCAL GOVERNMENT RATES SEARCH

**TO:** Frank Reed Conveyancing  
Unit 1/680 Anzac Hwy  
GLENELG SA 5045

20 January 2026

**DETAILS OF PROPERTY REFERRED TO:**

Property ID : 70670  
 Valuer General No : 1317144955  
 Valuation : \$630,000.00  
 Owner : Ms Kayleigh Louise Dawes & Mr Travis Lee Harris  
 Property Address : 21 Moss Court ALDINGA BEACH SA 5173  
 Volume/Folio : CT-6032/50  
 Lot/Plan No : Allotment 24 DP 80486  
 Ward : 01 South Coast Ward

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

Opening balance (as of 30 Jun 2025) including rates, fines and interest, block clearing charges and legal fees	-\$1.77
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Postponed Amount in Arrears	\$0.00
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**Rates for the current 2025-2026 Financial Year applicable from 01 July 2025:**

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

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

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

Postponed Interest	\$0.00
--------------------	--------

Less paid current financial year	-\$1,397.41
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Overpayment	\$0.00
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Legal Fees (current)	\$0.00
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Refunds, Rates Remitted, Small Balance Adjustments or Rate Capping	\$0.00
--	--------

Rebate	
--------	--

Balance - rates and other monies due and payable	\$467.00
--	----------

Property Related Debts	\$0.00
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<b>BPAY Biller Code:</b> 421503	<b>TOTAL BALANCE</b>	<b>\$467.00</b>
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<b>Ref:</b> 1257400706701	
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**AUTHORISED OFFICER**  
Haylie Thomas

This statement is made the 20 January 2026

Telephone (08) 8384 0666

**Certificate No: S70401/2026**

#### **IMPORTANT INFORMATION REGARDING SEARCHES**

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Frank Reed Conveyancing  
Unit 1/680 Anzac Hwy  
GLENELG SA 5045

#### **Attention Conveyancers**

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

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

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

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

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

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

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

Yours sincerely

**City Of Onkaparinga**

Telephone (08) 8384 0666

**Certificate No: S70401/2026**

**Property Information And Particulars**

In response to an enquiry pursuant to Section 7 of the

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

---

**TO:** Frank Reed Conveyancing  
Unit 1/680 Anzac Hwy  
GLENELG SA 5045

**DETAILS OF PROPERTY REFERRED TO:**

ASSESSMENT NO	:	104500
VALUER GENERAL NO	:	1317144955
VALUATION	:	\$630,000.00
OWNER	:	Ms Kayleigh Louise Dawes & Mr Travis Lee Harris
PROPERTY ADDRESS	:	21 Moss Court ALDINGA BEACH SA 5173
VOLUME/FOLIO	:	CT-6032/50
LOT/PLAN NUMBER	:	Allotment 24 DP 80486
WARD	:	01 South Coast Ward

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

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

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

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

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

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

## INFORMATION NOTE

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

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

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

#### *Section 42*

Condition (that continues to apply) of a development authorisation

YES

Application Number	145/778/2009
Description	Detached single storey dwelling with garage
Decision	Approved
Decision Date	20 April 2009

#### Development Plan Consent Conditions

1. All development shall be completed in accordance with the plan(s) and documents submitted with and forming part of the development application except where varied by the following condition(s).
2. The front setback area (between the front property boundary and front of the house) shall be planted with suitable trees, shrubs, lawn and/or ground cover. Such landscaping shall be completed within 6 months of the occupation of the dwelling and maintained in good condition at all times.
3. All stormwater drainage shall discharge so that it does not flow or discharge onto land of adjoining owners or in the opinion of Council detrimentally affect structures on this site or any adjoining land.
4. That effective measures be implemented during the construction of the development and on-going use of the land in accordance with this consent to:
  - prevent silt run-off from the land to adjoining properties, roads and drains
  - control dust arising from the construction and other activities, so as not to, in the opinion of Council, be a nuisance to residents or occupiers on adjacent or nearby land
  - ensure that soil or mud is not transferred onto the adjacent roadways by vehicles leaving the site
  - ensure that all litter and building waste is contained on the subject site in a suitable bin or enclosure
  - ensure that no sound is emitted from any device, plant or equipment or from any source or activity to become an unreasonable nuisance, in the opinion of Council, to the occupiers of adjacent land.

#### Building Rules Consent Conditions

1. Stormwater shall be diverted away from the building and shall not pond against or near the footings and shall not be discharged onto adjoining land. Where drainage is directed to the street water table, this shall be by way of a Council approved storm water drainage system.
2. The rainwater tank shall be installed in accordance with the requirements of SA2 of the Building Code of Australia, or, clause D.11 of the SA Housing Code. In addition, the dwelling shall not be occupied until all connections required for the supply of water and the installation of the rainwater tank have been made.

Application Number	145/2549/2009
Description	Pergola
Decision	Approved
Decision Date	04 August 2009

#### Building Rules Consent Conditions

1. All development shall be completed in accordance with the plan(s) and documents submitted with and forming part of the Development Application, except where varied by the following condition(s).
2. Stormwater shall be diverted away from the building and shall not pond against or near the footings and shall not be discharged onto adjoining land. Where drainage is directed to the street water table, this shall be by way of a Council approved storm water drainage system.
3. The proposed structure shall not be enclosed at any time without the prior consent of Council.

4. The structure shall be constructed in accordance with the manufacturers certified design for the relevant wind speed, and shall be securely braced and tied down to the footings.

### **Planning Act 1982 (repealed)**

Condition (that continues to apply) of a development authorisation

NO

### **Building Act 1971 (repealed)**

Condition (that continues to apply) of a development authorisation

NO

### **Planning and Development Act 1966 (repealed)**

Condition (that continues to apply) of a development authorisation

NO

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

*Part 5 – Planning and Design Code*

### **Zones**

General Neighbourhood (GN)

### **Subzones**

NO

### **Zoning overlays**

#### **Overlays**

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

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

##### **Affordable Housing**

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

##### **Building Near Airfields**

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

##### **Hazards (Bushfire - Urban Interface) (Urban Interface)**

The Hazards (Bushfire - Urban Interface) Overlay seeks to ensure urban neighbourhoods adjoining bushfire risk areas allow access through to bushfire risk areas, are designed to protect life and property from the threat of bushfire and facilitate evacuation to areas safe from bushfire danger.

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

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

##### **Native Vegetation**

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

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

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

##### **Prescribed Wells Area**

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

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

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

##### **Stormwater Management**

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

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

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

**Urban Tree Canopy**

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

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

Is the land designated as a Local Heritage Place? NO

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

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

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

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

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

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

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

*Section 127*

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

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

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

*Section 50(1)*

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

*Section 50(2)*

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

*Section 55*

Order to remove or perform work NO

*Section 56*

Notice to complete development NO

*Section 57*

Land management agreement YES

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

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

*Section 69*  
Emergency order NO

*Section 71 (only)*  
Fire safety notice NO

*Section 84*  
Enforcement notice NO

*Section 85(6), 85(10) or 106*  
Enforcement Order NO

*Part 11 Division 2*  
Proceedings NO

**Fire and Emergency Services Act 2005**

*Section 105F (or section 56 or 83 (repealed))*  
Notice NO

*Section 56 (repealed)*  
Notice issued NO

**Food Act 2001**

*Section 44*  
Improvement notice issued against the land NO

*Section 46*  
Prohibition order NO

**Housing Improvement Act 1940 (repealed)**

*Section 23*  
Declaration that house is undesirable or unfit for human habitation NO

**Land Acquisition Act 1969**

*Section 10*  
Notice of intention to acquire NO

**Local Government Act 1934 (repealed)**

*Notice, order, declaration, charge, claim or demand given or made under the Act* NO

## **Local Government Act 1999**

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

NO

Refer to separate attachment for Rates and Charges

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

*Section 30*

Nuisance or litter abatement notice issued against the land

NO

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

*Section 139*

Notice of proposed work and notice may require access

NO

*Section 140*

Notice requesting access

NO

*Section 141*

Order to remove or perform work

NO

*Section 142*

Notice to complete development

NO

*Section 155*

Emergency order

NO

*Section 157*

Fire safety notice

NO

*Section 192 or 193*

Land Management Agreements

NO

*Section 198(1)*

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

NO

*Section 198(2)*

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

NO

*Part 16 - Division 1*

Proceedings

NO

*Section 213*

Enforcement notice

NO

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

Enforcement order

NO

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

*Part 3*

Notice

NO

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

Part 2 – Condition (that continues to apply) of an approval

NO

*Public and Environmental Health (Waste Control) Regulations 2010 revoked*

Regulation 19 - Maintenance order (that has not been complied with)

NO

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

*Section 92*

Notice

NO

*South Australian Public Health (Wastewater) Regulations 2013*

Part 4 – Condition (that continues to apply) of an approval

NO

## **Particulars of building indemnity insurance**

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

NO

## **Particulars relating to environment protection**

*Further information held by council*

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

NO

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

### **Note –**

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

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

It should be noted that –

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

## **General**

*Easement*

NO

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

Are you aware of any encroachment on the Council easement?

NO

*Lease, agreement for lease, tenancy agreement or licence*

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

NO

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

*Caveat*

NO

**Other**

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

NO

***PLEASE NOTE:***

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

This statement is made the 20 January 2026

Cherie Bonham  
Team Leader for Development Support  
**AUTHORISED OFFICER**

# Property Interest Report

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

<b>Title Reference</b>	CT 6032/50	<b>Reference No.</b> 2747555
<b>Registered Proprietors</b>	T L & K L*HARRIS	<b>Prepared</b> 19/01/2026 12:51
<b>Address of Property</b>	21 MOSS COURT, ALDINGA BEACH, SA 5173	
<b>Local Govt. Authority</b>	CITY OF ONKAPARINGA	
<b>Local Govt. Address</b>	PO BOX 1 NOARLUNGA CENTRE SA 5168	

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

## Table of Particulars

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

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

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

## 1. General

1.1	Mortgage of land	Refer to the Certificate of Title
	<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	
1.2	Easement (whether over the land or annexed to the land)	Refer to the Certificate of Title
	Note--"Easement" includes rights of way and party wall rights	
	<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	
1.3	Restrictive covenant	Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance
	<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	
1.4	Lease, agreement for lease, tenancy agreement or licence (The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)	Refer to the Certificate of Title also Contact the vendor for these details
	<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	
1.5	Caveat	Refer to the Certificate of Title
1.6	Lien or notice of a lien	Refer to the Certificate of Title
2.	<b>Aboriginal Heritage Act 1988</b>	
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.	<b>Burial and Cremation Act 2013</b>	
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.	<b>Crown Rates and Taxes Recovery Act 1945</b>	Crown Lands Program in DEW has no record of any notice affecting this title
5.	<b>Development Act 1993 (repealed)</b>	
5.1	section 42 - Condition (that continues to apply) of a development authorisation  <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title  also  Contact the Local Government Authority for other details that might apply
5.2	section 50(1) - Requirement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title  also  Contact the Local Government Authority for other details that might apply
5.3	section 50(2) - Agreement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title  also  Contact the Local Government Authority for other details that might apply
5.4	section 55 - Order to remove or perform work	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title  also  Contact the Local Government Authority for other details that might apply
5.5	section 56 - Notice to complete development	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title  also  Contact the Local Government Authority for other details that might apply
5.6	section 57 - Land management agreement	Refer to the Certificate of Title
5.7	section 60 - Notice of intention by building owner	Contact the vendor for these details
5.8	section 69 - Emergency order	State Planning Commission in the Department for Housing and Urban Development has no record of any order affecting this title  also  Contact the Local Government Authority for other details that might apply
5.9	section 71 - Fire safety notice	Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any notice affecting this title

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

## 6. Repealed Act conditions

6.1	Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1967</i> (repealed)	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
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*[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*

## 7. Emergency Services Funding Act 1998

7.1	section 16 - Notice to pay levy	An Emergency Services Levy Certificate will be forwarded. If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.  Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a>
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## 8. Environment Protection Act 1993

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

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

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

## **17. *Land Acquisition Act 1969***

17.1	section 10 - Notice of intention to acquire	Refer to the Certificate of Title for any notice of intention to acquire also Contact the Local Government Authority for other details that might apply
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## **18. *Landscape South Australia Act 2019***

18.1	section 72 - Notice to pay levy in respect of costs of regional landscape board	The regional landscape board has no record of any notice affecting this title
18.2	section 78 - Notice to pay levy in respect of right to take water or taking of water	DEW has no record of any notice affecting this title
18.3	section 99 - Notice to prepare an action plan for compliance with general statutory duty	The regional landscape board has no record of any notice affecting this title
18.4	section 107 - Notice to rectify effects of unauthorised activity	The regional landscape board has no record of any notice affecting this title also DEW has no record of any notice affecting this title
18.5	section 108 - Notice to maintain watercourse or lake in good condition	The regional landscape board has no record of any notice affecting this title
18.6	section 109 - Notice restricting the taking of water or directing action in relation to the taking of water	DEW has no record of any notice affecting this title
18.7	section 111 - Notice to remove or modify a dam, embankment, wall or other obstruction or object	The regional landscape board has no record of any notice affecting this title
18.8	section 112 - Permit (or condition of a permit) that remains in force	The regional landscape board has no record of any permit (that remains in force) affecting this title also DEW has no record of any permit (that remains in force) affecting this title
18.9	section 120 - Notice to take remedial or other action in relation to a well	DEW has no record of any notice affecting this title
18.10	section 135 - Water resource works approval	DEW has no record of a water resource works approval affecting this title
18.11	section 142 - Site use approval	DEW has no record of a site use approval affecting this title
18.12	section 166 - Forest water licence	DEW has no record of a forest water licence affecting this title
18.13	section 191 - Notice of instruction as to keeping or management of animal or plant	The regional landscape board has no record of any notice affecting this title
18.14	section 193 - Notice to comply with action order for the destruction or control of animals or plants	The regional landscape board has no record of any notice affecting this title
18.15	section 194 - Notice to pay costs of destruction or control of animals or plants on road reserve	The regional landscape board has no record of any notice affecting this title
18.16	section 196 - Notice requiring control or quarantine of animal or plant	The regional landscape board has no record of any notice affecting this title
18.17	section 207 - Protection order to secure compliance with specified provisions of the	The regional landscape board has no record of any notice affecting this title

Act

18.18	section 209 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act	The regional landscape board has no record of any notice affecting this title
18.19	section 211 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act	The regional landscape board has no record of any notice affecting this title
18.20	section 215 - Orders made by ERD Court	The regional landscape board has no record of any notice affecting this title
18.21	section 219 - Management agreements	The regional landscape board has no record of any notice affecting this title
18.22	section 235 - Additional orders on conviction	The regional landscape board has no record of any notice affecting this title

## **19. *Land Tax Act 1936***

19.1	Notice, order or demand for payment of land tax	<p><b>A Land Tax Certificate will be forwarded.</b> If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.</p> <p>Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></p>
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## **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
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## **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
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## **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
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## **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
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## **24. *Mining Act 1971***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

29.1 Part 5 - Planning and Design Code  
[ *Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.* ]

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

also

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

also

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

also

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

also

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

also

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

29.2 section 127 - Condition (that continues to apply) of a development authorisation  
[ *Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.* ]

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

also

Contact the Local Government Authority for other details that might apply

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

Contact the vendor for these details

29.4 section 140 - Notice requesting access

Contact the vendor for these details

29.5 section 141 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

29.6 section 142 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

29.7 section 155 - Emergency order

State Planning Commission in the Department for Housing and Urban Development

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

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

30.1	section 8 or 9 - Notice or order concerning pests	Plant Health in PIRSA has no record of any notice or order affecting this title
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### **31. *Public and Environmental Health Act 1987 (repealed)***

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

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

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

## Additional Information

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The following additional information is provided for your information only.

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

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

## Notices

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

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

#### Building restrictions

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

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

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

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

#### Statutory easements

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

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

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

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

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

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

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

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

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

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

Information should be obtained from:

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

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

Water Resources Management - Taking of underground water

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

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

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

## Certificate of Title

Title Reference: CT 6032/50

Status: CURRENT

Edition: 6

## 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

## Certificate of Title

Title Reference: CT 6032/50  
 Status: CURRENT  
 Parent Title(s): CT 6009/675  
 Dealing(s) Creating Title: RTU 11132510  
 Title Issued: 20/03/2009  
 Edition: 6

## Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
09/04/2020	16/04/2020	13284399	MORTGAGE	REGISTERED	CREDIT UNION AUSTRALIA LTD. (ACN: 087 650 959)
09/04/2020	16/04/2020	13284398	DISCHARGE OF MORTGAGE	REGISTERED	11572704
06/04/2020	08/04/2020	13283194	CHANGE OF NAME	REGISTERED	KAYLEIGH LOUISE HARRIS
04/09/2019	04/09/2019	13168390	CHANGE OF NAME (GLOBAL ENDORSEMENT UPDATE)	REGISTERED	BEYOND BANK AUSTRALIA LTD. (ACN: 087 651 143) 11572704
28/04/2011	10/05/2011	11572704	MORTGAGE	REGISTERED	COMMUNITY CPS AUSTRALIA LTD.
28/04/2011	10/05/2011	11572703	DISCHARGE OF MORTGAGE	REGISTERED	11159138
17/04/2009	22/04/2009	11159138	MORTGAGE	REGISTERED	ST.GEORGE BANK LTD. (ACN: 055 513 070)
17/04/2009	22/04/2009	11159137	ENCUMBRANCE	REGISTERED	GEMTREE PROPERTY PTY. LTD. (ACN: 104 152 123)
17/04/2009	22/04/2009	11159136	TRANSFER	REGISTERED	TRAVIS LEE HARRIS, KAYLEIGH LOUISE DAWES
17/04/2009	22/04/2009	11159135	DISCHARGE OF MORTGAGE	REGISTERED	10924222
20/03/2008	21/05/2008	10924222	MORTGAGE	REGISTERED	NATIONAL AUSTRALIA BANK LTD.
31/05/2005	08/06/2005	10235663	AGREEMENT	REGISTERED	CITY OF ONKAPARINGA

## Certificate of Title

Title Reference	CT 6032/50
Status	CURRENT
Easement	NO
Owner Number	18389659
Address for Notices	25 PEREGRINE CR CHRISTIE DOWNS, SA 5164
Area	399m <sup>2</sup> (CALCULATED)

## Estate Type

Fee Simple

## Registered Proprietor

TRAVIS LEE HARRIS  
 KAYLEIGH LOUISE HARRIS  
 OF 21 MOSS COURT ALDINGA BEACH SA 5173  
 AS JOINT TENANTS

## Description of Land

ALLOTMENT 24 DEPOSITED PLAN 80486  
 IN THE AREA NAMED ALDINGA BEACH  
 HUNDRED OF WILLUNGA

## Last Sale Details

Dealing Reference	TRANSFER (T) 11159136
Dealing Date	16/04/2009
Sale Price	\$115,000
Sale Type	TRANSFER FOR FULL MONETARY CONSIDERATION

## Constraints

### Encumbrances

Dealing Type	Dealing Number	Beneficiary
AGREEMENT	10235663	CITY OF ONKAPARINGA
ENCUMBRANCE	11159137	GEMTREE PROPERTY PTY. LTD. (ACN: 104 152 123)
MORTGAGE	13284399	CREDIT UNION AUSTRALIA LTD. (ACN: 087 650 959)

### Stoppers

NIL

## Valuation Numbers

Valuation Number	Status	Property Location Address
1317144955	CURRENT	21 MOSS COURT, ALDINGA

Valuation Number	Status	Property Location Address
		BEACH, SA 5173

## Notations

### Dealings Affecting Title

NIL

### Notations on Plan

NIL

### Registrar-General's Notes

NIL

### Administrative Interests

NIL

## Valuation Record

Valuation Number	1317144955
Type	Site & Capital Value
Date of Valuation	01/01/2025
Status	CURRENT
Operative From	01/07/2009
Property Location	21 MOSS COURT, ALDINGA BEACH, SA 5173
Local Government	ONKAPARINGA
Owner Names	TRAVIS LEE HARRIS KAYLEIGH LOUISE HARRIS
Owner Number	18389659
Address for Notices	25 PEREGRINE CR CHRISTIE DOWNS, SA 5164
Zone / Subzone	GN - General Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1100 - House
Description	5HGV
Local Government Description	Residential

## Parcels

Plan/Parcel	Title Reference(s)
D80486 ALLOTMENT 24	CT 6032/50

## Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$310,000	\$630,000			
Previous	\$240,000	\$550,000			

## Building Details

Valuation Number	1317144955
Building Style	Conventional
Year Built	2010
Building Condition	Very Good
Wall Construction	Brick
Roof Construction	Galvanised Iron
Equivalent Main Area	140 sqm
Number of Main Rooms	5

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



# 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:

2747555

BEN&BREN PTY LTD  
POST OFFICE BOX 524  
GLENELG SA 5045

DATE OF ISSUE

20/01/2026

**ENQUIRIES:**

Tel: (08) 8372 7534

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

OWNERSHIP NUMBER	OWNERSHIP NAME																					
18389659	T L & K L HARRIS																					
<b>PROPERTY DESCRIPTION</b>																						
21 MOSS CT / ALDINGA BEACH SA 5173 / LT 24 D80486																						
ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR																		
1317144955	CT 6032/50	\$630,000.00	R4 1.000	RE 0.400																		
<b>LEVY DETAILS:</b>																						
<table> <tr> <td>FIXED CHARGE</td> <td>\$</td> <td>50.00</td> </tr> <tr> <td>+ VARIABLE CHARGE</td> <td>\$</td> <td>213.15</td> </tr> <tr> <td>- REMISSION</td> <td>\$</td> <td>128.25</td> </tr> <tr> <td>- CONCESSION</td> <td>\$</td> <td>0.00</td> </tr> <tr> <td>+ ARREARS / - PAYMENTS</td> <td>\$</td> <td>-134.90</td> </tr> <tr> <td><b>= AMOUNT PAYABLE</b></td> <td>\$</td> <td><b>0.00</b></td> </tr> </table>					FIXED CHARGE	\$	50.00	+ VARIABLE CHARGE	\$	213.15	- REMISSION	\$	128.25	- CONCESSION	\$	0.00	+ ARREARS / - PAYMENTS	\$	-134.90	<b>= AMOUNT PAYABLE</b>	\$	<b>0.00</b>
FIXED CHARGE	\$	50.00																				
+ VARIABLE CHARGE	\$	213.15																				
- REMISSION	\$	128.25																				
- CONCESSION	\$	0.00																				
+ ARREARS / - PAYMENTS	\$	-134.90																				
<b>= AMOUNT PAYABLE</b>	\$	<b>0.00</b>																				

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

EXPIRY DATE 20/04/2026



**Government of  
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

# CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

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

## PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Biller Code: 456285 Ref: 7013547919</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: <a href="http://www.bpay.com.au">www.bpay.com.au</a> ® Registered to BPAY Pty Ltd ABN 69 079 137 518</p>	 <p>To pay via the internet go to: <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></p>	 <p>Send your cheque or money order, made payable to the Community Emergency Services Fund, along with this Payment Remittance Advice to: <b>Please refer below.</b> Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
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**ACTION REQUIRED:** In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.

LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA

Orig. AG 10235663



14:09 31-May-2005

1 of 1

Fees: \$0.00

Series No.	Prefix

**BELOW THIS LINE FOR OFFICE USE ONLY**

Date	Time:	
FEES		
R.G.O.	POSTAGE	NEW C.T.

input as 57(2)

FORM APPROVED BY THE REGISTRAR-GENERAL

**BELOW THIS LINE FOR AGENT USE ONLY**

CERTIFIED CORRECT FOR THE PURPOSES  
OF THE REAL PROPERTY ACT 1886

Solicitor/Registered Conveyancer/Applicant  
G. MANOS

Lodged by: MANOS ASSOCIATES AGENT CODE MAP7P

Correction to: MANOS ASSOCIATES

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

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

Assessor

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

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

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

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



REGISTERED	- 8 JUN 2005
------------	--------------

*L. F. Manos*  
PRO

REGISTRAR-GENERAL  
SOUTH AUSTRALIA

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

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

Insert type of document

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

TO: THE REGISTRAR GENERAL

**CITY OF ONKAPARINGA** of 1 Ramsey Place Noarlunga Centre SA 5168 pursuant to the provisions of Section 57(8) of the Development Act 1993 **HEREBY APPLIES FOR THE REGISTRATION** of the attached Land Management Agreement pursuant to the provisions of Section 57 of the said Act which Land Management Agreement is dated the 27 day of May 2005 and made between the **CITY OF ONKAPARINGA** of the first part and **ABMC HOLDINGS PTY LTD** ACN 106 564 729 of 29 Dequetteville Tce Kent Town SA 5067 and **KLINKEM PTY LTD** ACN 083 654 684 of 12 Waikiki Ct West Lakes SA 5021 collectively of the second part and which Agreement binds the land comprised in the Certificates of Title Volume 5698 Folio 122 and 123, Certificate of Title Volume 5630 Folio 153 and Certificate of Title Volume 5849 Folio 722. *5832 633 gg* *5824 Folios 270+271. gg*

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

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

*msj* ..... Mayor

*U* ..... Chief Executive Officer



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

*M. Bocage* ..... Director

*J. C. A.* ..... Director/Secretary

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

*Gail Rowe* ..... Director

*K. L.* ..... Director/Secretary

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

**BETWEEN:**

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

- and -

COMMISSIONER OF STATE TAXATION

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

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

**AND**

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

**RECITALS**

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

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

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

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

## **OPERATIVE PART**

The Council and the Owner agree as follows:

### **1. INTERPRETATION**

#### **1.1. Definitions**

In this document unless the context otherwise requires:

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

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

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

#### **1.2. Construction**

In this document, unless the context otherwise requires:

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

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

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

### 1.3. Headings

Headings shall be ignored in construing this document.

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

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

## 3. STORMWATER HARVESTING TECHNIQUES

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

## 4. ALTERNATIVE STORMWATER TECHNIQUES

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

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

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

allotments proposed to be created as part of the Consent.

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

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

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

## **5. ADDITIONAL REQUIREMENTS**

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

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

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

## **7. RESCISSION**

In the event that:

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

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

## **8. RIGHT OF INSPECTION**

## **8. RIGHT OF INSPECTION**

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

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

## **9. NOTICE TO REMEDY**

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

## **10. RIGHT TO REMOVE**

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

## **11. DELEGATION**

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

## **12. GIVING OF NOTICE**

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

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

## **13. REGISTRATION AND COSTS**

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

## 14. ENTIRE AGREEMENT VARIATION and WAIVER

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

## 15. SEVERANCE

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

the remainder of this Agreement has full force and effect.

**EXECUTED** unconditionally by the parties as an Agreement pursuant to the provisions of

Section 57 of the Development Act 1993.

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

.....  
.....

)  
)  
)

Mayor



Chief Executive Officer

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

)  
)  
)

*M. Borel* ..... Director  
*John Edmiston* ..... Director/Secretary

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

)  
)  
)

*Gail Ronne* ..... Director  
*X* ..... Director/Secretary

(OnkaBayswoodLMA)

DEY NO. 145/053/03  
 POSITION OF ALLEGEDS BM AND BM MARRED A  
 16. SURELY TO A SERVICE ALLEGED FOR  
 DRAMATIC PURPOSES (SUDOMA)  
 CONCRETE MATERIAL - 24 METRES  
 AREA OF BM AND  
 AREA OF BM MARRED  
 TOTAL AREA 1575 SQ METRES  
 AREA OF BM 1525 SQ METRES  
 AREA OF BM MARRED 50 SQ METRES  
 AREA OF BM 1525 SQ METRES  
 AREA OF BM MARRED 50 SQ METRES  
 TOTAL AREA OF REHABILITATION 5.5 METRES (12.5 METRES)  
 TOTAL AREA OF REHABILITATION 5.5 METRES (12.5 METRES)  
 SUBDIVISION IS TO BE UNDERTAKEN IN STAGES OF 55 ALLOT  
 MENTS



14 March 2005

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

Dear Stephen

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

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

The following sets out the stormwater strategy:

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

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

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

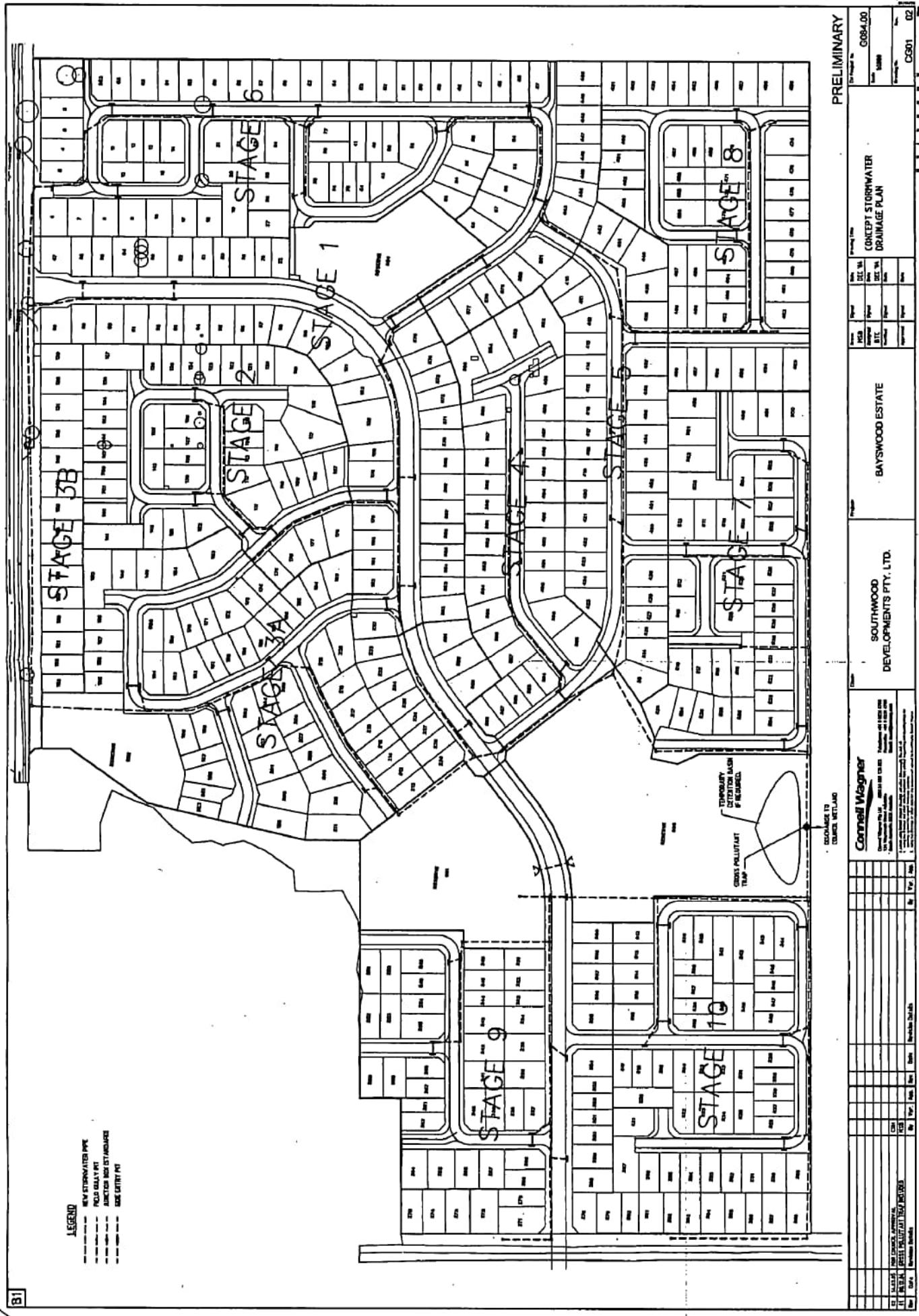
Yours faithfully



Boon Chua  
Project Engineer

Encl

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





# 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: 2747555

BEN&BREN PTY LTD  
POST OFFICE BOX 524  
GLENELG SA 5045

DATE OF ISSUE

20/01/2026

**ENQUIRIES:**

Tel: (08) 8372 7534

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

OWNERSHIP NAME  
T L & K L HARRIS

FINANCIAL YEAR  
2025-2026

PROPERTY DESCRIPTION  
21 MOSS CT / ALDINGA BEACH SA 5173 / LT 24 D80486

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
1317144955	CT 6032/50	\$310,000.00	0.0399 HA

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

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

Please Note:

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

ON OR BEFORE 20/04/2026



**Government of  
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

No payment is required on this Certificate

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

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

## PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Biller Code: 456293 Ref: 7013547828</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: <a href="http://www.bpay.com.au">www.bpay.com.au</a> ® Registered to BPAY Pty Ltd ABN 69 079 137 518</p>	 <p>To pay via the internet go to: <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></p>	 <p>Send your cheque or money order, made payable to the Commissioner of State Taxation, along with this Payment Remittance Advice to: <b>Please refer below.</b> Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
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Account Number <b>13 17144 95 5</b>	L.T.O Reference CT603250	Date of issue 20/1/2026	Agent No. 891	Receipt No. 2747555
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FRANK REED CONVEYANCING  
PO BOX 524  
GLENELG SA 5045  
[admin@frankreed.com.au](mailto:admin@frankreed.com.au)

## Section 7/Elec

## Certificate of Water and Sewer Charges & Encumbrance Information

### Property details:

**Customer:** KL & TL HARRIS  
**Location:** 21 MOSS CT ALDINGA BEACH LT 24 D80486  
**Description:** 5HGV **Capital:** \$ 630 000  
**Value:**  
**Rating:** Residential

## Periodic charges

Raised in current years to 31/12/2025

		Arrears as at: 30/6/2025	\$
Water main available:	4/8/2009	Water rates	164.60
Sewer main available:	17/9/2009	Sewer rates	188.00
		Water use	157.43
		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	510.03CR
		<b>Balance outstanding</b>	0.00

Degree of concession: 00.00%

Recovery action taken: **FULLY PAID**

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

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

The last Water Use Year ended on 27/05/2025.

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

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

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

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



**Government of  
South Australia**

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

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

## South Australian Water Corporation

**Name:**  
KL & TL HARRIS

**Water & Sewer Account**  
Acct. No.: 13 17144 95 5

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

**Address:**  
21 MOSS CT ALDINGA BEACH LT 24  
D80486

### Payment Options

#### **EFT**

#### **EFT Payment**

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	1317144955



**Biller code: 8888**  
**Ref: 1317144955**

Telephone and Internet Banking — BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More information at [bpay.com.au](http://bpay.com.au)



#### **Paying online**

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



#### **Paying by phone**

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

SA Water account number: 1317144955



**Government of  
South Australia**

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

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



DATED ..... 17/4/09 .....

EXECUTION

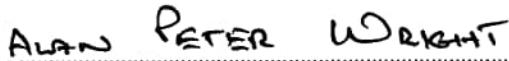


Signature of ENCUMBRANCER - Kayleigh Louise Dawes

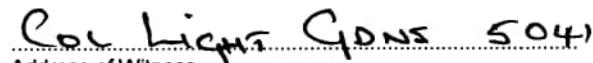
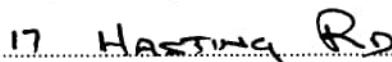


Signature of ENCUMBRANCER - Travis Lee Harris

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



Print Full Name of Witness



Address of Witness

Business Hours Telephone Number 8374 2177

## MEMORANDUM OF ENCUMBRANCE

## CERTIFICATE(S) OF TITLE BEING ENCUMBERED

Allotment 24 in DP80486 being portion of the land comprised in Certificate of Title  
Register Book

Volume 6009 Folio 675

*Now whole of the  
land in C17 6032/50*

ESTATE AND INTEREST	ENCUMBRANCES
An estate in fee simple	AG10235663

## ENCUMBRANCER (Full Name and Address)

**Kayleigh Louise Dawes & Travis Lee Harris**  
both of 7 Angas Walk Woodcroft SA 5162

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

**GEMTREE PROPERTY PTY LTD (ACN 104 152 123)**  
of 10/235 Unley Road Malvern SA 5061

## OPERATIVE CLAUSE

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

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

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

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:

**The purpose of this encumbrance**

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

**Interpreting this encumbrance**

2. In this encumbrance, unless the contrary intention appears –
  - 2.1. "the land" means all the land and any rights and easements described above
  - 2.2. "development zone" means all of the land delineated in DP numbered 80486
  - 2.3. "development" means work of any kind, including but not limited to –
    - A. "building works" as defined in the Building Works Contractors Act
    - B. the construction or alteration of any permanent or temporary structure
    - C. earthworks or landscaping of any kind
    - D. repairs, painting or improvements of any kind
  - 2.4. reference to giving access to us includes giving access to our employees agents and contractors
  - 2.5. reference to a party includes the party's successors and transferees (and also the party's personal representatives if the party is a natural person)
  - 2.6. reference to any statute includes statutes which change or replace it, and
  - 2.7. any word indicating the singular includes the plural and vice versa.
3. If there are more than one of you then –
  - 3.1. we only have to give notices to one of you and
  - 3.2. all your obligations in this encumbrance are joint and several.

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

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

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

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

### **Dwelling**

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

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

#### **Carport/Sheds**

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

#### **Fencing**

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

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

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

### **Siting of Dwellings**

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

### **Landscaping**

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

### **Parking of Vehicles**

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

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

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

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

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

### **Waiver and assignment**

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

### **Assignment by us**

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

### **Severance of invalid clauses**

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

### **Payment of costs**

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

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

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

**29 All notices (including approvals or demands)**

29.1 must be in writing

29.2 must be given to the other party

29.3 can be given in person

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

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

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

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

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

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

### **Sunset Clause**

30. Our rights and obligations will cease one (1) year after we cease to be the registered proprietor of any allotment created in the Development Zone.

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



# Form R7

## Warning Notice

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### Financial and Investment Advice

*Land and Business (Sale and Conveyancing) Act 1994* section 24B

*Land and Business (Sale and Conveyancing) Regulations 2010* regulation 21

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

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

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

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