

The Form 1 Company™

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FORM 1 - VENDOR'S STATEMENT

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

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Preliminary

To the purchaser:

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

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

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

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

PART A – PARTIES AND LAND

1. Purchaser:

Address:

2. Purchaser's registered agent:

Address:

3. Vendor:

SANJITA BHUJEL AND SANTOSH DAHAL

Address:

5/4 TAYLOR STREET ARALUEN NT 0870

4. Vendor's registered agent:

FOX REAL ESTATE (SA) PTY LTD ACN 113 976 024

Address:

192 MELBOURNE STREET NORTH ADELAIDE SA 5006

5. Date of Contract (if made before this statement is served):

6. Description of Land [Identify the land including any certificate of title reference]

**36 CRAVEN DRIVE MOUNT BARKER SA 5251 BEING ALLOTMENT 785 IN DEPOSITED PLAN 120517
BEING THE WHOLE OF THE LAND IN CERTIFICATE OF TITLE VOLUME 6219 FOLIO 198**

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

Right to cool-off (section 5)

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

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

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

2 – Time for Service

The cooling-off notice must be served –

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

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

3 – Forms of cooling-off notice

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

4 – Methods of service

The cooling-off notice must be –

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

5/4 TAYLOR STREET ARALUEN NT 0870

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

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

Email: fox@foxrealestate.com.au

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

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

192 MELBOURNE STREET NORTH ADELAIDE SA 5006

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

Note –

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

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

5 – Effect of service

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

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

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

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PROCEEDING WITH THE PURCHASE

If you wish to proceed with the purchase –

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

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

To the purchaser:

I/We, **SANJITA BHUJEL AND SANTOSH DAHAL**of **5/4 TAYLOR STREET ARALUEN NT 0870**

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*.

Signed on Greatforms by:

Santosh Dahal

P6M2CO21JC01IT6GXFCFIUUBJU

Date: 01-Jul-2026

Signed: _____

Date: _____

Signed: _____

Date: _____

Signed: _____

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

(section 9)

To the purchaser:

I, **CHRISTOPHER GILL FOR AND ON BEHALF OF THE FORM 1 COMPANY PTY LTD**

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

Exceptions:

THE RATE AND TAXES ARE FOR THE 2025/2026 FINANCIAL YEARDate: 1/7/2026

Signed: _____

Vendor's/Purchaser's agent

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

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

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

Section 7(3) of the Act provides that this statement need not include reference to charges arising from the imposition of rates or taxes less than 12 months before the date of service of the statement. Where a mortgage, charge or prescribed encumbrance referred to in column 1 of the table below is applicable to the land, the particulars in relation to that mortgage, charge or prescribed encumbrance required by column 2 of the table must be set out in the table (in accordance with the instructions in the table) unless –

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

TABLE OF PARTICULARS

Column 1	Column 2	Column 3
----------	----------	----------

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

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

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

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

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

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

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Column 1	Column 2	Column 3
1. General		
1.1 Mortgage of land <i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> CERTIFICATE OF TITLE Number of mortgage (if registered): 14631881 Name of mortgagee: WESTPAC BANKING CORPORATION	☒ YES YES
1.2 Easement (whether over the land or annexed to the land) Note – "Easement" includes rights of way and party wall rights. <i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> PROPERTY INTEREST REPORT Description of land subject to easement: PORTION OF THE LAND IN THE SAID CERTIFICATE OF TITLE Nature of easement: REFER PAGE 12 IN THE PROPERTY INTEREST REPORT FOR DETAILS OF STATUTORY EASEMENTS Are you aware of any encroachment on the easement? NO (If YES , give details): If there is an encroachment, has approval for the encroachment been given? (If YES , give details):	☒ NO YES
1.3 Restrictive covenant <i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> CERTIFICATE OF TITLE AND ENCUMBRANCE 14588588 Nature of restrictive covenant: REFER ENCUMBRANCE 14588588 Name of person in whose favour restrictive covenant operates: REFER ENCUMBRANCE 14588588 Does the restrictive covenant affect the whole of the land being acquired? YES (If NO , give details):	☒ YES YES

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

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Column 1	Column 2	Column 3
	Does the restrictive covenant affect land other than that being acquired? NO	
1.4 Lease, agreement for lease, tenancy agreement or licence (The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.) [Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): RESIDENTIAL TENANCY AGREEMENT Names of parties: THE VENDOR AND CATHERINE DEAN Period of lease, agreement for lease etc: From 10/04/2026 To 12/04/2027 Amount of rent or licence fee: \$650.00 PER WEEK (period) Is the lease, agreement for lease etc in writing? YES If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify: (a) the Act under which the lease or licence was granted: NOT APPLICABLE (b) the outstanding amounts due (including any interest or penalty): NOT APPLICABLE	☒ NO YES

5. Development Act 1993 (repealed)

5.1 section 42 – Condition (that continues to apply) of a development authorisation [Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): MOUNT BARKER DISTRICT COUNCIL SEARCH Condition(s) of authorisation: REFER DEVELOPMENT NUMBER 580/D063/15	☒ NO YES
5.1 section 42 – Condition (that continues to apply) of a development authorisation [Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): MOUNT BARKER DISTRICT COUNCIL SEARCH Condition(s) of authorisation: REFER DEVELOPMENT NUMBER 580/255/19	☒ NO YES

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Column 1	Column 2	Column 3
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) <i>Is this item applicable?</i> <i>Will this be discharged or satisfied prior to or at settlement?</i> <i>Are there attachments?</i> <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> Nature of condition(s):	☐ YES / NO YES / NO
[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]		
29. Planning, Development and Infrastructure Act 2016		
29.1	Part 5 – Planning and Design Code <i>Is this item applicable?</i> <i>Will this be discharged or satisfied prior to or at settlement?</i> <i>Are there attachments?</i> <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> MOUNT BARKER DISTRICT COUNCIL SEARCH AND PROPERTY INTEREST REPORT Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code): 36 CRAVEN DR MOUNT BARKER SA 5251 LT 785 D120517 ZONES MASTER PLANNED NEIGHBOURHOOD - MPN SUBZONES EMERGING ACTIVITY CENTRE - EAC OVERLAYS AFFORDABLE HOUSING THE AFFORDABLE HOUSING OVERLAY SEEKS TO ENSURE THE INTEGRATION OF A RANGE OF AFFORDABLE DWELLING TYPES INTO RESIDENTIAL AND MIXED USE DEVELOPMENT. HAZARDS (BUSHFIRE - MEDIUM RISK) THE HAZARDS (BUSHFIRE - MEDIUM RISK) OVERLAY SEEKS TO ENSURE DEVELOPMENT RESPONDS TO THE MEDIUM LEVEL OF BUSHFIRE RISK BY SITING AND DESIGNING BUILDINGS TO MITIGATE THREAT AND IMPACT OF BUSHFIRES ON LIFE AND PROPERTY AND FACILITATING ACCESS FOR EMERGENCY SERVICE VEHICLES. MURRAY-DARLING BASIN THE MURRAY-DARLING BASIN OVERLAY SEEKS TO ENSURE SUSTAINABLE WATER USE IN THE MURRAY-DARLING BASIN AREA. NATIVE VEGETATION THE NATIVE VEGETATION OVERLAY SEEKS TO PROTECT, RETAIN AND RESTORE AREAS OF NATIVE VEGETATION. PRESCRIBED WATER RESOURCES AREA	☒ NO YES

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

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Column 1	Column 2	Column 3
	THE PRESCRIBED WATER RESOURCES AREA OVERLAY SEEKS TO ENSURE THE SUSTAINABLE USE OF WATER IN PRESCRIBED WATER RESOURCE AREAS. RIVER MURRAY TRIBUTARIES PROTECTION AREA THE RIVER MURRAY TRIBUTARIES PROTECTION AREA OVERLAY SEEKS TO ENSURE SUSTAINABLE WATER USE AND CONSERVATION OF RIVERINE ENVIRONMENTS WITHIN THE RIVER MURRAY TRIBUTARIES AREA. REGULATED AND SIGNIFICANT TREE THE REGULATED AND SIGNIFICANT TREE OVERLAY SEEKS TO MITIGATE THE LOSS OF REGULATED TREES THROUGH APPROPRIATE DEVELOPMENT AND REDEVELOPMENT. 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. Is there a State heritage place on the land or is the land situated in a State heritage area? NO Is the land designated as a local heritage place? NO Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land? NO Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? YES Note – For further information about the Planning and Design Code visit https://code.plan.sa.gov.au.	
29.2 section 127 – Condition (that continues to apply) of a development authorisation <i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> Date of authorisation: Name of relevant authority that granted authorisation: Condition(s) of authorisation:	☐ YES / NO YES / NO

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SCHEDULE – DIVISION 2 – OTHER PARTICULARS
(section 7(1)(b))**Particulars of transactions in last 12 months**

If the vendor, within 12 months before the date of the contract of sale –:

- (a) obtained title to the land; or
- (b) obtained an option to purchase the land; or
- (c) entered into a contract to purchase the land (whether on the vendor's own behalf or on behalf of another),

the vendor must provide the following particulars of all transactions relating to the acquisition of the interest that occurred within that 12 month period:

- 1 The name and address of each party to the transaction and of each person in whom an interest vested as a result of the transaction:

ROBERTO CURCIO AND RENEE GORE OF 12 PAUL AVENUE BOX HILL VIC 3129; AND**SANJITA BHUJEL AND SANTOSH DAHAL OF 5/4 TAYLOR STREET ARALUEN NT 0870**

- 2 The date and nature of each instrument registered on the certificate of title or, if no such instrument has been registered, the date and nature of each document forming the whole or part of a contract relating to the transaction.

TRANSFER DATED 7 AUGUST 2025

- 3 Particulars of the consideration provided for the purposes of the transaction:

\$690,000.00The above particulars must be provided for each transaction.

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Particulars relating to environment protection



1 – Interpretation

- (1) In this and the following items (items 1 to 7 inclusive) –
domestic activity has the same meaning as in the *Environment Protection Act 1993*;
environmental assessment, in relation to land, means an assessment of the existence or nature or extent of –
 (a) site contamination (within the meaning of the *Environment Protection Act 1993*) at the land; or
 (b) any other contamination of the land by chemical substances,
 and includes such an assessment in relation to water on or below the surface of the land;
EPA means the Environment Protection Authority established under the *Environment Protection Act 1993*;
pre-1 July 2009 site audit, in relation to land, means a review (carried out by a person recognised by the EPA as an environmental auditor) that examines environmental assessments or remediation of the land for the purposes of determining:
 (a) the nature and extent of contamination of the land by chemical substances present or remaining on or below the surface of the land; and
 (b) the suitability of the land for a particular use; and
 (c) what remediation is or remains necessary for a particular use,
 but does not include a site contamination audit (as defined below) completed on or after 1 July 2009;
pre-1 July 2009 site audit report means a detailed written report that sets out the findings of a pre-1 July 2009 site audit;
prescribed commercial or industrial activity – see item 1(2);
prescribed fee means the fee prescribed under the *Environment Protection Act 1993* for inspection of, or obtaining copies of information on, the public register;
public register means the public register kept by the EPA under section 109 of the *Environment Protection Act 1993*;
site contamination audit has the same meaning as in the *Environment Protection Act 1993*;
site contamination audit report has the same meaning as in the *Environment Protection Act 1993*.
- (2) For the purposes of this and the following items (items 1 to 7 inclusive), each of the following activities (as defined in Schedule 3 clause 2 of the *Environment Protection Regulations 2023*) is a prescribed commercial or industrial activity:

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

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

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

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

NO

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

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

NO

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

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

NO

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

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

NO

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

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

YES

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

REFER ENVIRONMENT PROTECTION AUTHORITY LETTER ANNEXED HERETO FOR DETAILS OF AN ENVIRONMENTAL ASSESSMENT THAT WAS CARRIED OUT BEFORE THE VENDOR ACQUIRED AN INTEREST IN THE LAND

Note –

These questions relate to details about the land that may be known by the vendor. A "YES" answer to the questions at items 2(1) or 2(2) may indicate that a **potentially contaminating activity** has taken place at the land (see sections 103C and 103H of the *Environment Protection Act 1993*) and that assessments or remediation of the land may be required at some future time.

A "YES" answer to any of the questions in this item may indicate the need for the purchaser to seek further information regarding the activities, for example, from the council or the EPA.

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

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3 – Licences and exemptions recorded by EPA in public register

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

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

NO

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

NO

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

NO

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

NO

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

NO

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

NO

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

NO

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

NO**Note –**

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

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

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

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

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

The EPA will not provide details about exemptions relating to –

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

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

13

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

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

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

NO

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

YES

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

YES

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

YES

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

NO

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

NO

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

NO

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

YES

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

YES

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

NO**Note –**

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

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

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

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

NO

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

NO

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

NO

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

NO

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

NO

Note –

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

6 – Further information held by councils

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

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

YES

Note –

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

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

It should be noted that –

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

7 – Further information for purchasers**Note –**

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

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

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

If –

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

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

ACKNOWLEDGEMENT OF RECEIPT OF FORM 1

The Purchaser hereby acknowledges receipt of the following:

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

the above being identified by page numbered 1 to 15 inclusive, together with the following annexures and supporting documents (if any):

**CERTIFICATE OF TITLE VOLUME 6219 FOLIO 198
PROPERTY INTEREST REPORT
SA WATER, EMERGENCY SERVICES LEVY AND LAND TAX CERTIFICATES FOR THE 2025/2026 FINANCIAL YEAR
MOUNT BARKER DISTRICT COUNCIL SEARCH
DEPOSITED PLAN 120517
ENCUMBRANCE 14588588
ENVIRONMENT PROTECTION AUTHORITY LETTER
RESIDENTIAL TENANCY AGREEMENT**

SIGNED BY THE PURCHASER:

THIS _____ DAY OF _____

(Signature)

(Signature)

(Signature)

(Signature)

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

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

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

Buyers information notice

Prescribed notice to be given to purchaser

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

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

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

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

Safety

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

Enjoyment

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

Value

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

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

Disclaimer: There may be other issues relevant to the purchase of real estate. If you are unable to ascertain enough information about the 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.



Product	Register Search (CT 6219/198)
Date/Time	24/06/2026 12:04PM
Customer Reference	
Order ID	20260624004396

REAL PROPERTY ACT, 1986



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 6219 Folio 198

Parent Title(s)	CT 6210/232			
Creating Dealing(s)	RTC 13056439			
Title Issued	30/01/2019	Edition 6	Edition Issued	10/10/2025

Estate Type

FEE SIMPLE

Registered Proprietor

SANJITA BHUJEL
SANTOSH DAHAL
OF UNIT 5 4 TAYLOR STREET ARALUEN NT 0870
AS JOINT TENANTS

Description of Land

ALLOTMENT 785 DEPOSITED PLAN 120517
IN THE AREA NAMED MOUNT BARKER
HUNDRED OF MACCLESFIELD

Easements

NIL

Schedule of Dealings

Dealing Number	Description
14588588	ENCUMBRANCE TO PEET MT BARKER PTY. LTD. (ACN: 169 621 756)
14631881	MORTGAGE TO WESTPAC BANKING CORPORATION (ACN: 007 457 141)

Notations

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

Property Interest Report

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

Title Reference	CT 6219/198	Reference No. 2792584
Registered Proprietors	S*BHUJEL & ANR	Prepared 24/06/2026 12:04
Address of Property	36 CRAVEN DRIVE, MOUNT BARKER, SA 5251	
Local Govt. Authority	MOUNT BARKER DISTRICT COUNCIL, THE DISTRICT COUNCIL OF MOUNT BARKER	
Local Govt. Address	PO BOX 54 MOUNT BARKER SA 5251, POST OFFICE BOX 54, MOUNT BARKER, SA 5251	

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

<u>Prescribed encumbrance</u>	<u>Particulars</u> (Particulars in bold indicates further information will be provided)
-------------------------------	---

1. General

- | | | |
|-----|--|--|
| 1.1 | Mortgage of land

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

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

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

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

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

also

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

2. Aboriginal Heritage Act 1988

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

an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

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

- 3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

- 4.1 section 5 - Notice requiring payment

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

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

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

- 5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

- 5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

- 5.6 section 57 - Land management agreement

Refer to the Certificate of Title

- 5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

- 5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

- 5.9 section 71 - Fire safety notice

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

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

6. Repealed Act conditions

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

7. Emergency Services Funding Act 1998

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

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

8. Environment Protection Act 1993

- 8.1 section 59 - Environment performance agreement that is registered in relation to the land
EPA (SA) will respond with details relevant to this item
- 8.2 section 93 - Environment protection order that is registered in relation to the land
EPA (SA) will respond with details relevant to this item
- 8.3 section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land
EPA (SA) will respond with details relevant to this item
- 8.4 section 99 - Clean-up order that is registered in relation to the land
EPA (SA) will respond with details relevant to this item
- 8.5 section 100 - Clean-up authorisation that is registered in relation to the land
EPA (SA) will respond with details relevant to this item
- 8.6 section 103H - Site contamination assessment order that is registered in relation to the land
EPA (SA) will respond with details relevant to this item
- 8.7 section 103J - Site remediation order that is registered in relation to the land
EPA (SA) will respond with details relevant to this item
- 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) will respond with details relevant to this item

- | | | |
|------|--|---|
| 8.9 | section 103P - Notation of site contamination audit report in relation to the land | EPA (SA) will respond with details relevant to this item |
| 8.10 | section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land | EPA (SA) will respond with details relevant to this item |

9. *Fences Act 1975*

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

10. *Fire and Emergency Services Act 2005*

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

11. *Food Act 2001*

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

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

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

13. *Heritage Places Act 1993*

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

14. *Highways Act 1926*

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

15. *Housing Improvement Act 1940 (repealed)*

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

16. *Housing Improvement Act 2016*

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

17. *Land Acquisition Act 1969*

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

18. *Landscape South Australia Act 2019*

- | | | |
|-------|--|---|
| 18.1 | section 72 - Notice to pay levy in respect of costs of regional landscape board | The regional landscape board has no record of any notice affecting this title |
| 18.2 | section 78 - Notice to pay levy in respect of right to take water or taking of water | DEW has no record of any notice affecting this title |
| 18.3 | section 99 - Notice to prepare an action plan for compliance with general statutory duty | The regional landscape board has no record of any notice affecting this title |
| 18.4 | section 107 - Notice to rectify effects of unauthorised activity | The regional landscape board has no record of any notice affecting this title |
| 18.5 | section 108 - Notice to maintain watercourse or lake in good condition | The regional landscape board has no record of any notice affecting this title |
| 18.6 | section 109 - Notice restricting the taking of water or directing action in relation to the taking of water | DEW has no record of any notice affecting this title |
| 18.7 | section 111 - Notice to remove or modify a dam, embankment, wall or other obstruction or object | The regional landscape board has no record of any notice affecting this title |
| 18.8 | section 112 - Permit (or condition of a permit) that remains in force | The regional landscape board has no record of any permit (that remains in force) affecting this title |
| 18.9 | section 120 - Notice to take remedial or other action in relation to a well | DEW has no record of any notice affecting this title |
| 18.10 | section 135 - Water resource works approval | DEW has no record of a water resource works approval affecting this title |
| 18.11 | section 142 - Site use approval | DEW has no record of a site use approval affecting this title |
| 18.12 | section 166 - Forest water licence | DEW has no record of a forest water licence affecting this title |
| 18.13 | section 191 - Notice of instruction as to keeping or management of animal or plant | The regional landscape board has no record of any notice affecting this title |
| 18.14 | section 193 - Notice to comply with action order for the destruction or control of animals or plants | The regional landscape board has no record of any notice affecting this title |
| 18.15 | section 194 - Notice to pay costs of destruction or control of animals or plants on road reserve | The regional landscape board has no record of any notice affecting this title |
| 18.16 | section 196 - Notice requiring control or quarantine of animal or plant | The regional landscape board has no record of any notice affecting this title |
| 18.17 | section 207 - Protection order to secure compliance with specified provisions of the Act | The regional landscape board has no record of any notice affecting this title |
| 18.18 | section 209 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act | The regional landscape board has no record of any notice affecting this title |

18.19	section 211 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act	The regional landscape board has no record of any notice affecting this title
18.20	section 215 - Orders made by ERD Court	The regional landscape board has no record of any notice affecting this title
18.21	section 219 - Management agreements	The regional landscape board has no record of any notice affecting this title
18.22	section 235 - Additional orders on conviction	The regional landscape board has no record of any notice affecting this title
19. <i>Land Tax Act 1936</i>		
19.1	Notice, order or demand for payment of land tax	A Land Tax Certificate will be forwarded. If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750. Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates www.revenuesaonline.sa.gov.au
20. <i>Local Government Act 1934 (repealed)</i>		
20.1	Notice, order, declaration, charge, claim or demand given or made under the Act	Contact the Local Government Authority for other details that might apply
21. <i>Local Government Act 1999</i>		
21.1	Notice, order, declaration, charge, claim or demand given or made under the Act	Contact the Local Government Authority for other details that might apply
22. <i>Local Nuisance and Litter Control Act 2016</i>		
22.1	section 30 - Nuisance or litter abatement notice	Contact the Local Government Authority for other details that might apply
23. <i>Metropolitan Adelaide Road Widening Plan Act 1972</i>		
23.1	section 6 - Restriction on building work	Transport Assessment Section within DIT has no record of any restriction affecting this title
24. <i>Mining Act 1971</i>		
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. <i>Native Vegetation Act 1991</i>		
25.1	Part 4 Division 1 - Heritage agreement	DEW Native Vegetation has no record of any agreement affecting this title

also

Refer to the Certificate of Title

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

also

Refer to the Certificate of Title

- 25.3 section 25D - Management agreement
- DEW Native Vegetation has no record of any agreement affecting this title

also

Refer to the Certificate of Title

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

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

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

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

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

28. *Phylloxera and Grape Industry Act 1995*

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

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

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

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

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

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

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) will respond with details relating to items 3, 4 or 5 affecting this title
also
Contact the Local Government Authority for information relating to item 6 |
| 10. Particulars relating to <i>Livestock Act, 1997</i> | Animal Health in PIRSA has no record of any notice or order affecting this title |

Additional Information

The following additional information is provided for your information only.

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

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

Notices

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

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

Building restrictions

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

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

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

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

Statutory easements

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

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

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

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

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

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

Land Tax Act 1936 and Regulations thereunder

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

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

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

Information should be obtained from:

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

Landscape South Australia 2019

Water Resources Management - Taking of underground water

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

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

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



Product
Date/Time
Customer Reference
Order ID

Title and Valuation Package
24/06/2026 12:04PM

20260624004396

Certificate of Title

Title Reference CT 6219/198
Status CURRENT
Easement NO
Owner Number 20373840
Address for Notices UNIT 5, 4 TAYLOR ST ARALUEN, NT 0870
Area 300m² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

SANJITA BHUJEL
SANTOSH DAHAL
OF UNIT 5 4 TAYLOR STREET ARALUEN NT 0870
AS JOINT TENANTS

Description of Land

ALLOTMENT 785 DEPOSITED PLAN 120517
IN THE AREA NAMED MOUNT BARKER
HUNDRED OF MACCLESFIELD

Last Sale Details

Dealing Reference TRANSFER (T) 14588587
Dealing Date 07/08/2025
Sale Price \$690,000
Sale Type FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
ENCUMBRANCE	14588588	PEET MT BARKER PTY. LTD. (ACN: 169 621 756)
MORTGAGE	14631881	WESTPAC BANKING CORPORATION (ACN: 007 457 141)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
5809032827	CURRENT	36 CRAVEN DRIVE, MOUNT BARKER, SA 5251



Product
Date/Time
Customer Reference
Order ID

Title and Valuation Package
24/06/2026 12:04PM
20260624004396

Notations

Dealings Affecting Title

NIL

Notations on Plan

NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	5809032827
Type	Site & Capital Value
Date of Valuation	01/01/2025
Status	CURRENT
Operative From	01/07/2019
Property Location	36 CRAVEN DRIVE, MOUNT BARKER, SA 5251
Local Government	MOUNT BARKER
Owner Names	SANTOSH DAHAL SANJITA BHUJEL
Owner Number	20373840
Address for Notices	UNIT 5, 4 TAYLOR ST ARALUEN, NT 0870
Zone / Subzone	MPN - Master Planned Neighbourhood \ EAC - Emerging Activity Centre
Water Available	Yes
Sewer Available	No
Land Use	1100 - House
Description	5HGV
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
D120517 ALLOTMENT 785	CT 6219/198

Values



Product	Title and Valuation Package
Date/Time	24/06/2026 12:04PM
Customer Reference	
Order ID	20260624004396

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$194,000	\$580,000			
Previous	\$176,000	\$530,000			

Building Details

Valuation Number	5809032827
Building Style	Conventional
Year Built	2019
Building Condition	Very Good
Wall Construction	Brick
Roof Construction	Tiled (Terra Cotta or Cement)
Equivalent Main Area	141 sqm
Number of Main Rooms	5

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



Product	Check Search
Date/Time	24/06/2026 12:04PM
Customer Reference	
Order ID	20260624004396

Certificate of Title

Title Reference: CT 6219/198
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



Account Number 58 09032 82 7	L.T.O Reference CT6219198	Date of issue 25/6/2026	Agent No. 7734	Receipt No. 2792584
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THE FORM 1 COMPANY
LEVEL 1, 3-5 MT BARKER RD
STIRLING SA 5152
form1@form1.net.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: S DAHAL & S BHUJEL
Location: 36 CRAVEN DR MOUNT BARKER LT785 D120517
Description: 5HGV **Capital Value:** \$ 580 000
Rating: Residential

Periodic charges

Raised in current years to 30/6/2026

	Arrears as at: 30/6/2025	:	\$ 0.00
Water main available: 1/7/2019	Water rates	:	329.20
Sewer main available:	Sewer rates	:	0.00
	Water use	:	227.77
	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	:	556.97CR
	Balance outstanding	:	0.00

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

Next quarterly charges: Water supply: Not declared Sewer: 0.00 Bill: 16/9/2026

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

The last Water Use Year ended on 19/05/2026.

A sewer main is not available to this property.

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.



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



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



South Australian Water Corporation

Name:

S DAHAL & S BHUJEL

Water & Sewer Account

Acct. No.: **58 09032 82 7**

Amount: _____

Address:

36 CRAVEN DR MOUNT BARKER LT785
D120517

Payment Options

EFT**EFT Payment**

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	5809032827



Bill code: 8888
Ref: 5809032827

Telephone and Internet Banking — BPAY®

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

**Paying online**

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

**Paying by phone**

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

SA Water account number: 5809032827



**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



ABN 19 040 349 865
Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

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

PIR Reference No: 2792584

THE FORM 1 COMPANY
GPO BOX 1651
ADELAIDE SA 5001

DATE OF ISSUE

25/06/2026

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NUMBER

19707049

OWNERSHIP NAME

R CURCIO & R GORE

PROPERTY DESCRIPTION

36 CRAVEN DR / MOUNT BARKER SA 5251 / LT 785 D120517

ASSESSMENT NUMBER

5809032827

TITLE REF.

(A "+" indicates multiple titles)

CT 6219/198

CAPITAL VALUE

\$580,000.00

AREA / FACTOR

R2
0.500

LAND USE / FACTOR

RE
0.400

LEVY DETAILS:

FINANCIAL YEAR

2025-2026

FIXED CHARGE

\$ 50.00

+ VARIABLE CHARGE

\$ 98.10

- REMISSION

\$ 59.05

- CONCESSION

\$ 0.00

+ ARREARS / - PAYMENTS

\$ -89.05

= AMOUNT PAYABLE

\$ 0.00

Please Note:

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

EXPIRY DATE

23/09/2026



**Government of
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

OFFICIAL: Sensitive**Please Note:**

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 Billers Code: 456285 Ref: 7019209811 Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au © Registered to BPAY Pty Ltd ABN 69 079 137 518	 To pay via the internet go to: www.revenuesaonline.sa.gov.au	 Send your cheque or money order, made payable to the Community Emergency Services Fund, along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001
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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.



ABN 19 040 349 865
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

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

PIR Reference No: 2792584

THE FORM 1 COMPANY
GPO BOX 1651
ADELAIDE SA 5001

DATE OF ISSUE

25/06/2026

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NAME

R CURCIO & R GORE

FINANCIAL YEAR

2025-2026

PROPERTY DESCRIPTION

36 CRAVEN DR / MOUNT BARKER SA 5251 / LT 785 D120517

ASSESSMENT NUMBER

5809032827

TITLE REF.

(A "+" indicates multiple titles)

CT 6219/198

TAXABLE SITE VALUE

\$194,000.00

AREA

0.0300 HA

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

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

Please Note:

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

ON OR BEFORE **23/09/2026**

See overleaf for further information



**Government of
South Australia**

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

OFFICIAL: Sensitive**Please Note:**

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 Billers Code: 456293 Ref: 7019209720 Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au © Registered to BPAY Pty Ltd ABN 69 079 137 518	 To pay via the internet go to: www.revenuesaonline.sa.gov.au	 Send your cheque or money order, made payable to the Commissioner of State Taxation, along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001
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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.

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MOUNT BARKER
DISTRICT COUNCIL

Cert. No: 48945
Your Ref:

Enquiries phone: 8391 7200
Ref: CH

24/06/2026

The Form 1 Company
GPO Box 1651
ADELAIDE SA 5001

Dear Sir/Madam,

REQUEST FOR INFORMATION

We refer to your request and now attach particulars and documentary material which Council must supply pursuant to the provisions of the Local Government Act 1999 and the Land Business (Sale and Conveyancing) Act 1994.

Yours faithfully,

TEAM LEADER CUSTOMER SERVICE

Assessment No:	263038	Capital Value:	\$580,000
Valuer General No:	5809032827		
Owner:	S Dahal & S Bhujel		
Property Address:	36 Craven Drive MOUNT BARKER 5251		
Property Title:	LOT: 785 DP: 120517 CT: 6219/198		

Attachments: PlanSA Section 7 Report
Development Approvals – 580/D063/15, 580/255/19
Easement Information Sheet

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PRESCRIBED INFORMATION DEVELOPMENT SECTION

Prescribed Encumbrance	Particulars Required
Part 1 – Items that must be included in statement	
Development Act 1993 Part 3 Development Plan – (Repealed)	
Title or other brief description of zone and/or policy area in which the land is situated (as shown in the Development Plan):	<i>N/A – See Planning, Development and Infrastructure Act section of this report.</i>
Is the land situated in a designated State Heritage Area?	<i>N/A – See Planning, Development and Infrastructure Act section of this report.</i>
Is the land designated as a place of Local Heritage Value?	<i>N/A – See Planning, Development and Infrastructure Act section of this report.</i>
Section 42 - Condition (that continues to apply) of a development authorisation.	<i>See attached approvals</i>
Repealed Act conditions Condition (that continues to apply) of an approval or authorisation granted under any of the following repealed Acts: Building Act 1971 (repealed) City of Adelaide Development Control Act 1976 (repealed) Planning Act 1982 (repealed) Planning and Development Act 1966 (repealed)	<i>Nil</i>

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Part 2 –Items to be included if land affected	
Development Act 1993 – (Repealed)	
Section 50(1) – Requirement to vest land in a council or the Crown to be held as open space	<i>Nil</i>
Section 50(2) – Agreement to vest land in a council or the Crown to be held as open space	<i>Nil</i>
Section 55 – Order to remove or perform work	<i>Nil</i>
Section 56 – Notice to complete development	<i>Nil</i>
Section 57 – Land Management Agreement	<i>Nil</i>
Section 69 – Emergency order	<i>Nil</i>
Section 71 – Fire safety notice	<i>Nil</i>
Section 84 – Enforcement notice	<i>Nil</i>
Section 85(6), 85(10) or 106 – Enforcement order	<i>Nil</i>
Part 11 Division 2 – Proceedings	<i>Nil</i>

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Planning, Development and Infrastructure Act 2016.	
Part 5 Planning and Design Code	
Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code)	<i>Refer to PlanSA Section 7 Report</i>
Is there a State heritage place on the land or is the land situated in a State heritage area?	<i>Refer to PlanSA Section 7 Report</i>
Is the land designated as a local heritage place?	<i>Refer to PlanSA Section 7 Report</i>
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?	<i>Refer to PlanSA Section 7 Report</i>
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?	<i>Refer to Plan.sa.gov.au for Code amendments on consultation</i>
Planning, Development and Infrastructure Act 2016	
Section 127 – Condition (that continues to apply) of a development authorisation	<i>Refer to PlanSA Section 7 Report</i>
Section 141 – Order to remove or perform work	<i>Nil</i>
Section 142 – Notice to complete development	<i>Nil</i>
Section 155 – Emergency order	<i>Nil</i>
Section 157 – Fire safety notice	<i>Nil</i>
Section 192 or 193 – Land Management Agreement	<i>Refer to PlanSA Section 7 Report</i>
Section 198(1) – Requirement to vest land in a council or the Crown to be held as open space	<i>Nil</i>
Section 198(2) – Agreement to vest land in a council or the Crown to be held as open space	<i>Nil</i>
Section 213 – Enforcement notice	<i>Nil</i>
Section 214(6), 214(10) or 222 – Enforcement order	<i>Nil</i>
Part 16 Division 1 – Proceedings	<i>Nil</i>

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Particulars relating to Environment Protection**Further information held by councils –**

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

a) commercial or industrial activity at the land; or

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

☒ Yes / No

Note—

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

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

It should be noted that—

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

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

Development Act 1993:**Planning, Development & Infrastructure Act 2016:****Confirmed Planning/Development Section:**

Name: Monique Stennett Signature: M Stennett

Date 25/6/26

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PARTICULARS OF BUILDING INDEMNITY INSURANCE**Note: - Building indemnity insurance is not required for:**

- a) domestic building work for which approval under the Planning, Development and Infrastructure Act 2016, the repealed Development Act 1993 or the repealed Building Act 1971 is or was not required; or
- b) minor domestic building work (see section 3 of the Building Work Contractors Act 1995) ; or
- c) domestic building work **commenced** before 1 May 1987 or
- d) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* applies under the *Building Work Contractors Regulations 2011*; or
- e) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* has been granted under section 45 of that Act.

Building Indemnity Insurance still in existence for building work on the land:**Building Indemnity Insurance is required**

No

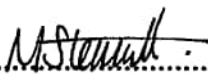
If Yes, see attached or PlanSA Report

Exemption from holding insurance:

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

Yes/No

If Yes, see attached or see PlanSA Report

Certified Development Section:Name: Monique Stennett Signature: 

Date: 25/6/26

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Local Government Act 1934 (Repealed)	
Notice, order, declaration, charge, claim or demand given or made under the Act	<i>Nil</i>

Local Government Act 1999
Notice, order, declaration, charge, claim or demand given or made under the Act - See Certificate of Liabilities

Burial and Cremation Act 2013	
Section 8— Human remains interred on land	
Is this item applicable?	<i>Nil</i>
Will this be discharged or satisfied prior to or at settlement	<i>Nil</i>
Are there attachments? If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	<i>Nil</i>
Have human remains been interred on the land that will not be exhumed prior to settlement?	<i>Nil</i>
GPS coordinates of the remains:	<i>Nil</i>

Local Nuisance and Litter Control Act 2016	
Section 30 – Nuisance or litter abatement notice	<i>Nil</i>

Confirmed Enforcement/Compliance Section

Name: *James P 47* Signature: 

Date: *25-6-2016*

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HEALTH & GENERAL SECTIONS Food Act 2001	
Section 44 – Improvement Notice	<i>Nil</i>
Section 46 – Prohibition Order	<i>Nil</i>
Housing Improvement Act 1940 (Repealed)	
Section 23 – Declaration that house is undesirable or unfit for human habitation	<i>Nil</i>
Public & Environmental Health Act 1987 (Repealed)	
Part 3 – Notice	<i>Nil</i>
Public & Environmental Health (Waste Control) Regulations 2010 (or 1995) Part 2 - Condition (that continues to apply) of an approval	<i>Nil</i>
Public & Environmental Health (Waste Control) Regulations 2010 (revoked) – regulation 19 – maintenance order (that has not been complied with)	<i>Nil</i>
South Australian Public Health Act 2011	
Section 66 – Direction or requirement to avert spread of disease	<i>Nil</i>
Section 92 – Notice	<i>Nil</i>
South Australian Public Health (Wastewater) Regulations 2013 Part 4 – Condition (that continues to apply) of an approval	<i>Nil</i>

Confirmed Environmental Health Section:Name: Paul Treg Signature: [Signature]Date: 25-6-2026

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FIRE AND EMERGENCY SERVICES ACT 2005

Section 105F (or section 56 or 83 (repealed)) – Notice of action required concerning flammable materials on land.	<i>Nil</i>
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WATER**Water Industry Act 2012**

Is Council a water industry entity?	<i>No</i>
How are charges imposed/collected?	Invoice to properties in the Saxon Hyde and Mawson Green Estates in Meadows (from GMB Water)
Notice or orders with requirements that are not related to payment of charges or other amounts	<i>Nil</i>
Additional information	Effective 1 July 2025, the Wastewater Service transitioned into a Section 42 subsidiary of Mount Barker District Council. Known as GMB Water, it assumes full responsibility for delivering wastewater services, as well as managing the supply of recycled water and bore water to the community.

Land Acquisition Act 1969

Section 10 – Notice of intention to acquire	<i>Nil</i>
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CERTIFICATE OF LIABILITIES
in response to an enquiry pursuant to Section 187 of the
LOCAL GOVERNMENT ACT 1999

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 property.

Outstanding Rates and Fines in Arrears		\$0.00
Waste Management Charge-3 Bin levied 01/07/2025 due :	\$305.00	
Hills & Fleurieu RL Levy (State Tax) levied 01/07/2025 due :	\$52.54	
Mt Barker MDPA-Recreation and Sport levied 01/07/2025 due :	\$2,653.00	
Mt Barker MDPA Wastewater levied 01/07/2025 due :	\$12,338.00	
MDPA Transport levied 01/07/2025 due :	\$2,507.34	
Residential(1) - Land Use levied 01/07/2025 due :	\$1,738.97	
Sewer-Operate, Maintain, Renew Charge levied 01/07/2025 due :	\$835.00	
Total Rates Levied 2025/2026		\$20,429.85
Fines/Interest outstanding		\$0.00
Legal Fees and/or outstanding & other adjustments		\$0.00
Less Government Concession		\$0.00
Less Council Rebate		\$0.00
Less rates paid		<u>-\$2,931.51</u>
Property Related Debts		
Less Remitted Mt Barker MDPA-Recreation and Sport P	<u>\$2,653.00</u>	
Less Remitted Mt Barker MDPA Wastewater	<u>\$12,338.00</u>	
Less Remitted MDPA Transport \$0.00 :	<u>\$2,507.34</u>	
Less Postponed nil		
Less Postponed nil		
TOTAL Postponed Rates		-\$0.00
BALANCE – Rates and other monies due and payable		\$0.00
TOTAL BALANCE OUTSTANDING AT 24/06/2026		\$ 0.00

FINES & INTEREST: The rates are payable in quarterly instalments payable in September, December, March and June due dates. If an instalment of rates is not paid on or before the due date, the instalment will be regarded as being in arrears and fines and/or interest will be added as provided by the Local Government Act 1999, as amended on the 12th of each month.

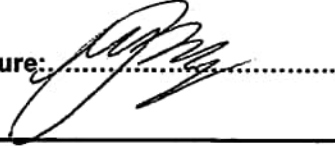
The charges as shown are valid only for the date of the certificate.

If settlement occurs within two months from the date of this certificate you may request updated information by faxing or emailing your current Certificate of Liabilities to Council. If the request for information falls outside of the above time frame, a new Section 187 Certificate is required.

Please Note: No verbal updates will be provided by Council.

Assessment Number: 263038

Certified Certificate of Liabilities:

Name: Megan Bayly Signature: 

Date: 25/06/2026

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OTHER:

Nil

DISCLAIMER:

The information herein is provided pursuant to the Council's obligations under Section 12 of the Land and Business (Sale and Conveyancing) Act 1994.

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

Data Extract for Section 7 search purposes

Valuation ID 5809032827

Data Extract Date: 24/06/2026

Important Information

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

Parcel ID: D120517 AL785

Certificate Title: CT6219/198

Property Address: 36 CRAVEN DR MOUNT BARKER SA 5251

Zones

Master Planned Neighbourhood (MPN)

Subzones

Emerging Activity Centre (EAC)

Zoning overlays

Overlays

Affordable Housing

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

Hazards (Bushfire - Medium Risk) (Medium)

The Hazards (Bushfire - Medium Risk) Overlay seeks to ensure development responds to the medium level of bushfire risk by siting and designing buildings to mitigate threat and impact of bushfires on life and property and facilitating access for emergency service vehicles.

Murray-Darling Basin

The Murray-Darling Basin Overlay seeks to ensure sustainable water use in the Murray-Darling Basin area.

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.

River Murray Tributaries Protection Area

The River Murray Tributaries Protection Area Overlay seeks to ensure sustainable water use and conservation of riverine environments within the River Murray Tributaries Area.

Regulated and Significant Tree

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

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.

Is the land situated in a State Heritage Place/Area

No

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

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

Is the land designated as a Local Heritage Place

No

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

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

Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code (the Code) to be a significant tree or trees on the land? (Note: there may be regulated and/or significant trees on the land that are not listed in the Code - see below).

No

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

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

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

Associated Development Authorisation Information

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

No

Land Management Agreement (LMA)

No



**MOUNT BARKER
DISTRICT COUNCIL**

**DECISION NOTIFICATION FORM
580/D063/15**

APPLICATION LODGED: 06/01/2016

APPLICANT: CIC Australia Limited
C/- Alexander Symonds Pty Ltd
PO Box 1000
KENT TOWN SA 5071

LOCATION OF DEVELOPMENT:
LOT: 2204 DP: 93399 CT: 6138/492 Kennebec Court, LOT: 7202 DP: 112861 CT: 6175/278 Bradford Street, LOT: 7205 DP: 112861 CT: 6175/281 East Parkway, LOT: 7203 DP: 112861 CT: 6175/279 276 Wellington Road MOUNT BARKER.

NATURE OF DEVELOPMENT:
Land Division to create Six Hundred & Twenty Eight (628) allotments plus Reserve Areas

In respect of this proposed development you are informed that:

NATURE OF CONSENT	CONSENT STATUS	DATE OF DECISION	CONDITIONS
Development Plan Consent	Granted	22/11/2016	10
Land Division - Requirements	Granted	22/11/2016	44
Land Division (Strata) - Requirements	-	-	-
Building Rules Consent	-	-	-
Public Space	-	-	-
DAC Requirements	Granted	22/11/2016	2
DEVELOPMENT APPROVAL	Granted	22/11/2016	56

Details of any conditions imposed on this consent / approval are set out on the attached sheet/s.

The applicant may lodge an appeal with the Environment, Resources and Development Court against this decision within two (2) months of the date of this decision.

Signed:
Council Delegate

DECISION NOTIFICATION FORM

DEVELOPMENT PLAN CONSENT

Conditions of Consent by the Council:

1. The development herein approved to be carried out in accordance with the stamped plans and details accompanying this application except where amended by the following condition(s).
2. 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 and water 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; and
 - ensure that no sound is emitted from any device, plant or equipment or from any source or activity to become an unreasonable nuisance, in the opinion of Council, to the occupiers of adjacent land.
3. All Regulated and Significant Trees as defined by the *Development Act 1993 (Act)* and *Development Regulations 2008 (Regs)* not indicated on the proposal plan to be retained are approved for removal via this consent; subject to the requirements of the Native Vegetation Council.
4. Prior to the commencement of the development the applicant and its contractors shall engage the services of a project arborist (minimum qualification of a Certificate IV in Arboriculture) to identify, oversee and inspect the installation and ongoing maintenance of the tree protection zones. The project arborist shall be on site at appropriate intervals during works within tree protection zones to assist the contractors in managing the requirements of working within tree protection zones.
5. The project arborist shall ensure specifications and treatment of the tree protection zones shall be in accordance with Australian Standard 4970 'Protection of Trees on Development Sites'.
6. At the appropriate intervals, for the purpose of excluding compaction and ground work activity, a tree protection zone (TPZ) shall be provided for each tree or group of trees to be retained within the development or affected by the development works. Unless agreed to by Council and supervised by a project arborist no works of any kind shall occur within these TPZ. The tree protection zones shall be fenced before any works commence on site and accord with the following:

DECISION NOTIFICATION FORM

- Tree protection fences shall consist of 1.8 -2.0 metre high solid, chain mesh, steel or similar fabrication with posts at not more than 3 metre intervals; and
 - incorporate a clearly legible sign on at least two sides displaying the words "Tree Protection Zone No Entry"
 - A layer of organic mulch (woodchips) to a depth of 100mm shall be placed over the area of ground within the tree protection zones to assist with moisture retention and to reduce the impact of surrounding cut and compaction.
 - Tree protection fences in relation to their afforded tree protection zone radii shall be inspected by the project arborist prior to commencing work on site and Council's arborist is to be notified when this inspection is complete.
7. There shall be no changes to the natural ground level within the tree protection zones unless supported by the project arborist, agreed to by Council's arborist and supervised by the project arborist.
8. The site's tree constraints and conditions shall be clearly explained to contractors, labourers and machinery operators, prior to commencing earthworks on site.
9. No storage or dumping of material, fuel, chemicals, equipment or temporary building shall take place within the tree protection zones.
10. No mechanical trenching for the installation of underground service is permissible within the tree protection zones without protective measures in place and the presence of the project arborist.

Council Notes

1. Before clearing any native vegetation on the land at any time, the applicant shall consult the Native Vegetation Council to determine relevant requirements under the Native Vegetation Act 1991 and its Regulations, which may include the provision of a Significant Environmental Benefit. Note that 'clearance' means any activity that could cause any substantial damage to native plants, including cutting down and removing plants, burning, poisoning, slashing of understorey, removal or trimming of branches, severing roots, drainage and reclamation of wetlands, and in some circumstances grazing by animals. For further information contact the Native Vegetation Council on telephone 8303 9741 or visit: <http://www.nvc.sa.gov.au>.
2. The applicant is reminded of its responsibilities under the Aboriginal Heritage Act 1988 to ensure any site or artefact of Aboriginal significance is protected. If any activities are likely to damage, interfere or disturb with a site or object, authorisation of the activity must first be obtained from the Minister under section 23 of the Aboriginal Heritage Act 1988.

DECISION NOTIFICATION FORM

3. The proposed development should satisfy the Minister's Code – Undertaking Development in Bushfire Protection Areas February 2009 (as amended October 2012).
4. Pursuant to Development Regulation 48 (1) of the Development Regulations 2008, this consent / approval will lapse at the expiration of:
 - 12 months, UNLESS
 - A certificate under Section 51 of the Act has been lodged with the Development Assessment Commission, accompanied by the Certificate of Approval Fee under Schedule 6, within 12 months, then 3 years is applicable.

DECISION NOTIFICATION FORM

LAND DIVISION CONSENT

Statement of Council Requirements:

1. The development shall provide a connection to an operational wastewater service for each individual allotment for the drainage of wastewater. The wastewater infrastructure shall be installed in accordance with the requirements of the relevant Water Industry Entity that will operate the system.
2. Subject to any legally binding agreement entered into between the Council and the Applicant, the Applicant must:
 - a. prior to the grant of a certificate under section 51 of the Act for any stage:
 - i. provide to the Council to its reasonable satisfaction plans and details of any landscaping and related infrastructure works proposed on any reserve which is to be vested in the Council as part of the relevant stage (including any road reserve or open space/recreation reserve), which plans must be approved in writing by the Council prior to commencement of the works; and
 - ii. fully complete landscaping and related infrastructure works as detailed in the plans and details approved under this condition to the Council's reasonable satisfaction.
3. A 0.1m wide buffer strip shall be included on the final plan along the Heyesen Boulevard property boundaries of lots 36, 37, 457-467, 920, 921 and 839, prior to Section 51 clearance to the reasonable satisfaction of Council.
4. All civil works (earthworks, roads, traffic control devices, stormwater drainage systems, sewer and non-portable water) necessary for the development shall be provided by the applicant at the full cost of the applicant and shall be designed by a qualified Civil Engineer to the reasonable satisfaction of Council, and construction supervised by a suitably qualified person. All works shall be designed and constructed in accordance with relevant Council and industry standards.
5. Design, construction and handover of all infrastructure must be done generally in accordance with the District Council of Mount Barker Standards and Requirements document "Design, Construction and Development of Infrastructure Assets", August 2007 (including July 2012 CWMS provisions), current Australian Standards, AUSTROAD Guidelines, current industry practice and in line with any conditions of approval to the reasonable satisfaction of Council.

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6. All civil work design plans, calculations and specifications shall be submitted to Council for agreement on documentation prior to the commencement of construction.
7. A Quality Plan pertaining to design, inspection, testing and survey of all infrastructure works shall be submitted and approved at the time of design approval and Include compulsory notification to Council for inspection of works.
8. As part of the detailed design of any stages of development adjacent Wellington Road a detailed geotechnical assessment must be undertaken by a suitably qualified person and submitted to Council to review the condition of the fill batters in the road reserve along Wellington Road, to the reasonable satisfaction of Council.
9. Management of stormwater shall be in accordance with the Stormwater Masterplan Report prepared by Walbridge & Gilbert (Stormwater Masterplan Report, Rev F, April 2016) in support of this development to the reasonable satisfaction of Council.
10. The flow rate of stormwater leaving the development site shall be designed so that it does not exceed the pre-developed flow rate for all recurrence intervals up to 100 year ARI or other alternative to the reasonable satisfaction of Council. Specifically the full construction and operation of the detention system must occur prior to the development exceeding 40% of the developable area as identified in the Walbridge & Gilbert letter dated 25 July 2016 to the reasonable satisfaction of Council.
11. Construction of the wetland/ detention basin must commence within one (1) year of practical completion for the stage that represents development of 30% or more of the subject development as identified in the Walbridge & Gilbert letter dated 25 July 2016 to the reasonable satisfaction of Council.
12. Stormwater must be discharged into existing watercourses at a location and in a manner and designed to prevent erosion of the watercourse to the reasonable satisfaction of Council.
13. Maintenance plans for all Water Sensitive Urban Design (WSUD) elements forming part of the proposed development shall be to the satisfaction of the planning authority.
14. Open drains, modified watercourses, detention basins and retention basins must be designed and constructed so that bed erosion and scour is prevented. They must have a minimum longitudinal grade of 0.5 percent and be topsoiled and grassed and vegetated with species of local provenance. Erosion management must be integrated into the design to cover both the permanent and establishment period. Batter slopes perpendicular to the flow alignment should have a maximum

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slope of 1 in 6 where banks require regular mowing maintenance. Batter slopes may be 1 in 4 where fully planted with suitable vegetation.

15. The following should be considered as part of the detailed design process to assist the applicant's civil engineer in gaining design approval for stormwater within the land development. Drainage calculations and design shall ensure:

- a. All properties are protected from a 100-year average recurrence interval storm. Secondary protection drainage flow path is provided allowing a surcharge due to 20% blockage of the primary piped system. Flows are not to exceed the top of any kerb parallel to the direction of flow. The product of flow velocity and depth is not to exceed 0.4.
- b. Proposed and existing dwelling finished floor levels demonstrate that they are a minimum of 0.5m above the 100 average recurrence interval flood level for watercourses to avoid building flooding.
- c. Existing fences and structures are modified as needed to minimise the obstruction of water flow in watercourses, open drains and flow paths.
- d. Local underground drainage accommodates a minimum of the flows resulting in a 10-year average recurrence interval storm with the hydraulic grade line being no closer than 150mm from pit openings.
- e. At a sag point the underground drainage accommodates a minimum of the flows resulting from a 25 year average recurrence interval storm (ARI) provided there is a defined overland path for the gap flow to flows from a 100-year ARI storm. If there is not defined overland flow path then the underground drainage accommodates the flows resulting from a 100-year ARI storm.
- f. A minimum pipe size of 375mm for all road drainage.
- g. Allotment drain stormwater pipes to be PVC class 6 or reinforced concrete (RCP). Road drainage shall be reinforced concrete (RCP) RRJ.
- h. The minimum pipe grade is 0.5% unless otherwise approved.
- i. Front of allotment drainage is provided along all one-way cross-fall roads and flush kerb roadways.
- j. Design calculations shall include 1, 2, 5, 10 and 100-year ARI
 - i. Hydrological calculations and catchment plan
 - ii. A plot of the hydraulic grade line
 - iii. A check of flooded widths
 - iv. A check of flows across junctions
 - v. Inclusion of SEPs at the upstream tangent points of all junctions and immediately upstream of pedestrian crossing locations
 - vi. A check of the minimum road/bypass flow capacity
- k. Water course design should be based on an unmaintained fully vegetated water course.

16. Rear of allotment underground drainage is required where driveways, paved areas and houses will not drain to the street. Rear of allotment drainage shall accommodate a 10-year average recurrence interval storm from the potential

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impervious areas of the allotment. Minimum pipe size for rear of allotment drainage shall be 150mm diameter class 6 PVC.

17. A system to improve stormwater quality shall be provided to ensure that pollutants are trapped prior to exiting the site or entering the natural watercourse. The treatment systems shall include Water Sensitive Urban Design elements to the satisfaction of Council. The treatment shall as a minimum be able to remove the following percentages of pollutants from the typical annual urban load:

- | | |
|---------------------|----------------|
| a. Suspended solids | 80% reduction |
| b. Total Phosphorus | 45% reduction |
| c. Total Nitrogen | 45% reduction |
| d. Litter | 100% reduction |

18. Road carriageways shall be designed to accommodate cyclists, moving vehicles and parked vehicles and manoeuvring areas for abutting properties. Minimum road carriageway widths for local roads shall generally be 7.2 metres except on the following roads that perform higher order function as described below. Roads shall be designed generally in accordance with the Austroads Guide to Road Design - Parts 1 to 8 inclusive:

- o The following typical cross section shall apply to Heysen Boulevard (Connector Road)
 - 3.5m traffic lanes
 - 3.0m minimum central median (including 3.4m Protected Right Turn lanes at junctions)
 - 1.5m cycle lanes
 - 2.3m parking lanes.
 - 2.5m shared path
 - 1.5m footpath

19. The proposed road (18m wide road reserve) that runs North - South from Heysen Boulevard shall be designed and constructed as a minor collector road to the satisfaction of council.

20. All road pavements shall be designed and constructed for the ultimate development capability of the land in the vicinity of the development. Design traffic shall allow for a 30 year design life including normal predicted road traffic, future road construction/house construction traffic, and future potential bus routes.

21. All underground drainage (Wastewater and stormwater) in land not owned by Council is required in easements. Where a stormwater drain services one allotment only the easement is to be in the name of the allotment it services. In other cases the easements shall be in the name of the Council and shall be a minimum of 3 metres wide for a single pipe and 4 metres for 2 pipes with a minimum of 1.0 metre clearance from the edge of the pipe to the easement boundary and 1.5 metres between pipes, and at no cost to the Council.

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22. All the requirements of SA Power networks for connections; easements and the installation of underground mains shall be met.
23. A reinforced concrete footpath having a width of 1.5 metres for local roads, 1.8m for collector roads shall be provided. The footpath shall be offset from the back of kerb to a location acceptable to Council and constructed in accordance with Council standards and shall meet the requirements of Australian Standard AS1428 - 2009 Design for Access and Mobility.
 - a. Where footpaths are located on one side of the road, the side and location will be to the reasonable satisfaction of Council who will consider the future footpath network layout, likely pedestrian usage, common service trench location and street light location.
24. An Environmental Management Plan (EMP), including a Soil Erosion and Drainage Management Plan (SEDMP), must be prepared by an experienced and qualified person, in accordance with the EPA Stormwater Pollution Prevention Code of Practice and other relevant industry standards and guidelines, to the reasonable satisfaction of the Council. The measures recommended in the EMP and SEDMP must be in place before earthworks commence on site and maintained in good condition until the site is sealed, stabilised or suitably revegetated in a manner to prevent erosion.
25. A construction management plan (CMP) shall be prepared for the development prior to construction commencing for review of Council, which includes reporting, compliance, conformance and complaint management and addresses specific site conditions and work practices including traffic management, dust and air pollution, working hours, noise, water quality management, native vegetation, flora and fauna, flood management, water quality management, cultural heritage, waste management, contamination, community notification and consultation.
26. Prior to the issue of a section 51 certificate, or unless otherwise dealt with in an agreement between the developer and the Council under Regulation 58, the applicant must provide to the Council:
 - a. certificate signed by an independent professional engineer within the meaning of Regulation 55 declaring that all works have been carried out in a satisfactory manner and in conformity with the provisions of the development approval and any approved plans and specifications for the development; and
 - b. "As-Constructed" drawings, "as constructed" survey plans and an asset register for all works on the site. The plans are to be provided in accordance with relevant Council standards and include hard copy, pdf and dwg files. Such plans must show locations and invert levels of pipes, flushing points,

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access chambers, junction boxes and other structures in relation to property boundaries. All road levels and other infrastructure must be shown.

27. Where properties drain naturally to the street, one galvanised steel kerb adaptor shall be provided in accordance with Council's current standards. Where properties drain naturally to the rear of the allotment, one rear of allotment connection shall be provided and connected to a rear of allotment drainage system in accordance with relevant Council standards.
28. An appropriate MRV turning manoeuvre shall be provided during the detailed design stage. Applicant must ensure that proposed road designs must be designed accordance to Minister's Code – Undertaking development in Bushfire Protection Areas – February 2009 (as amended October 2012) and to the reasonable satisfaction of Council.
29. Lighting shall be provided to the pedestrian areas, roads and car park and shall be designed to limit overspill of light on adjacent roads and residential areas but provides adequate illumination on-site to perimeters of the site for security purposes. Such lighting shall be provided to all roads and shared paths meeting AS 1158 P4 standard.
30. The roads shall be named and road names be provided in accordance with Council's Road Naming Policy May 2006 and to the reasonable satisfaction of Council. Street signs (containing Council's logo) shall be provided at each intersection/junction (both directions) in accordance with relevant Council Standards.
31. Any civil works and services which are yet to be specified and undertaken within tree protection zones are to be designed and installed above existing grade with no excavation other than the removal of organic material from the surface. Footpaths and carriageway surface treatments should be pervious with a pervious aerated compactable sub base underneath. Provision for back of kerb storm water inlets and soakage pits shall be included within the detailed civil design adjacent to, or within any relevant tree protection zone. These items shall be resolved at detailed design stage to satisfaction of Council via appropriate communication with Council's arborist and engineer.
32. Thorough aerial inspection and appropriate maintenance pruning of all trees to be retained within the development site (including portions of tree canopy that encroach within the development site originating from Wellington Road and Fidler Lane) shall be undertaken by a minimum of a Certificate 3 qualified arborist in accordance with Australian Standard 4373 2007 'Pruning of Amenity Trees'. The pruning shall be restricted to maintenance pruning which will include the removal or reduction of canopy defects and deadwood.

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33. Woody and herbaceous weeds shall be removed from all proposed Reserve Areas prior to Section 51 Clearance.

Department of Planning, Transport and Infrastructure Requirements

34. The Wellington Road/Heysen Boulevard intersection shall not be opened until the new roundabout as described within the schedule of Developer Contribution Infrastructure in the Minister for Transport and Infrastructure's - Infrastructure Deed is completed.
35. A maximum of 419 lots may be registered prior to the Wellington Road/Heysen Boulevard intersection being opened. Section 51 Certificates shall not be issued for the remaining 196 allotments until the required road works are completed to the satisfaction of the Commissioner of Highways (or his delegate).
36. The section 51 certificates for Allotments 201, 202 and 203 shall not be issued until the Commissioner of Highways (or his delegate) approves the final concept plan for the construction of a new roundabout at the Wellington Road/Heysen Boulevard intersection.
37. A Traffic Management Plan shall be approved prior to the approval of each construction stage identifying the means of access for the construction traffic in association with the approved land division. The Traffic Management Plans shall be referred to the Commissioner of Highways (or his delegate) for approval where they involve traffic entering the site from DPTI maintained road or will impact on a local road junction with a department maintained road.
38. The Heysen Boulevard level crossing shall not be opened until appropriate infrastructure is in place. This shall include, but is not limited to, the provision of flashing lights and boom gates.
39. No stormwater from this division shall be permitted to discharge on-surface to Wellington Road. Additionally, any existing drainage of Wellington Road must be accommodated by the development and any alterations to the road drainage infrastructure as a result of this development shall be at the applicant's expense.

Department of Environment, Water and Natural Resources Requirements

40. During any works or construction activities associated with the land division, the subject land must be managed to prevent erosion and pollution of the site and the environment, including keeping the area in a tidy state and ensuring any waste materials are appropriately contained, to ensure no pollutants (including excavation or fill material) enter the River Murray system. The preparation of a Soil Erosion and Drainage Management Plan or similar document may assist in complying with this condition.

DECISION NOTIFICATION FORM**Environment Protection Authority Requirements**

41. The detailed design of the stormwater management system must be established in accordance with the treatment train proposed in the *Stormwater Masterplan Report*, prepared by Wallbridge and Gilbert dated April 2016 and must:
- a. Meet the following quality targets:
 - i. Suspended solids (SS) – 80% reduction of the typical urban annual load with no treatment
 - ii. Total phosphorus (TP) – 60% reduction of the typical urban annual load with no treatment
 - iii. Total nitrogen (TN) – 45% reduction of the typical urban annual load with no treatment
 - b. Ensure runoff is maintained at pre development levels
 - c. Ensure groundwater resources are not impacted
 - d. Mitigate flood risk
42. Prior to construction commencing, a Soil Erosion and Drainage Management Plan (SEDMP) must be prepared in accordance with the *Stormwater Pollution Prevention: Code of Practice for the Building and Construction Industry* to prevent soil sediment and pollutants leaving the site or entering a watercourse during development of the site. This SEDMP must be implemented during construction and must include, but not necessarily be limited to, the following:
- a. The installation of a cattle grid at the entrance/exit to the development site
 - b. Avoid unnecessary cut and fill and unnecessary clearing of vegetation
 - c. Stockpile management and stabilisation
 - d. Protection exposed soil through temporary vegetation or silt socks, silt fences and hay bales, and fencing and containing of stockpiles.
43. Prior to construction commencing a Construction Environment Management Plan (CEMP) must be prepared and implemented which addresses the mitigation of noise and air quality impacts during the construction phase.

CFS Requirements

44. A supply of water to the land division shall be available at all times for fire-fighting purposes. Ministers Specification SA78 prescribes the dedicated water supply to each allotment for bushfire fighting for the bushfire zone.
- e. A water supply and fire hydrant system of adequate capacity to be used for fire and other emergencies within the proposed development area shall be provided.

The fire hydrant system shall be a wet pipe system incorporating appropriate mains supply standard, with a minimum pipe size of 100mm for the distribution main.

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The distribution main and fire hydrant system shall be of adequate capacity to provide a continuous supply of water for the fire service, for a minimum period of two hours at a rate of 600 l/m at 200 kpa taken from the most hydraulically challenged hydrant point.

- f. Hydrant points are to be provided at not more than 120metre intervals along residential streets and at each street intersection (AS2419).
- g. Either 5,000 litres static water supply independent of mains supply or 2,000 litres static water supply connected to mains supply in accordance with Ministers Specification SA78 and the Medium Bushfire zone prescribed for these allotments.

Council Notes

1. Any proposal to complete the development in stages (whether minor or otherwise) will require approval from the Council. Minor variations may be processed by the Council under r47A of the Development Regulations, 2008. All other variations will require a variation application to be submitted under section 39(6) for further assessment by the Council.
2. Pursuant to land division requirement 2, instead of requiring satisfaction of the condition prior to the grant of a certificate under section 51 of the Act, the Council may agree to enter into a legally binding agreement with security for the completion of works. Such agreements will be entered into entirely at the Council's discretion, and may be refused if the Council is not satisfied that it would be appropriate for the condition to be satisfied after the grant of a section 51 certificate.
3. As your proposed development includes construction works on Council roads or connections to Council assets you will need to lodge the relevant Application to Undertake Works on Council Land form(s) for the works, which are available on the Council website. Works must not proceed until an approved Permit has been issued by Council.
4. Any person proposing to undertake building work within the District of Mount Barker is reminded of their obligation to take all reasonable measures to protect Council infrastructure. Any incidental damage to the infrastructure - pipes, footpath, verge, street trees etc, must be reinstated to a standard acceptable to Council at the applicants' expense.
5. The applicant/owner is reminded of its general environmental duty, as required by Section 25 of the Environment Protection Act 1993 (enforced by the Environment Protection Authority), to take all reasonable and practical measures to ensure that its activities on the whole site do not pollute the environment in a way which

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causes, or may cause environmental harm (including an environmental nuisance such as dust).

6. No works or modification should be undertaken in any watercourse without a permit for a Water Affecting Activity from the Department of Environment, Water and Natural Resources.
7. The applicant is reminded to notify Council in writing when all the Council's conditions and requirements have been complied with. Written Notification should identify each condition and address how the condition has been satisfied, including any relevant documentation. The Development Assessment Commission will then be notified that the Council has no objections to the issue of the Certificate of Approval.
8. Any site works commenced prior to the issue of formal Development Approval, or further approvals required by conditions attached to a Development Approval, shall be at the applicant's own risk.
9. Any fill material brought to the site must be clean and not contaminated by construction or demolition debris, industrial or chemical matter, or pest plant or pathogenic material
10. Any entry statements/feature will require Development Approval from Council and shall be in accordance with Council's "Design Guidelines for Subdivision Entrance Structures".
11. No topsoil should be removed from the subject land.
12. No encroachment into any Council land shall be permitted without prior written approval from Council.
13. It is the applicant's responsibility to ensure that any crossover/driveway is located at a safe distance from services. (eg side entry pits, Telstra pits, ETSA supply etc).

Department of Planning, Transport and Infrastructure Notes

14. A payment applies to the subject land in accordance with the Minister for Transport and Infrastructure's - Infrastructure Deed. This payment must be made prior to section 1 clearance certificates being issued for the subject land division. To assist with the calculation of invoices, DPTI requests that the land division plans provide details of land for which the levy will apply (in accordance with Clause 12 of the Infrastructure Deed). This should be calculated in hectares to three decimal points.

In addition to the above, it should be noted that the applicant has the option to offset payment under the deed with an in-kind (non-monetary) contribution, such

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as for the construction of the Wellington Road/Heysen Boulevard roundabout. The process for in-kind contributions is described within the deed.

15. It should be noted that the written consent of the applicable road and rail infrastructure managers, these being the Mount Barker District Council and the Australian Heritage Railway Society (Steam Ranger), must be obtained before the construction and installation of the Heysen Boulevard level crossing commences.
16. It should be noted that all new railway crossing must have an Interface Agreement between the relevant road and rail infrastructure managers in accordance with the Rail Safety National Law (South Australia) Act 2012. Furthermore, the Act requires in Interface Agreement to include a risk assessment be undertaken, such as an ALCAM (Australian Level Crossing Assessment Model) assessment in order to identify existing or potential issues or risks at the crossing.

Department of Environment, Water and Natural Resources Notes

17. The applicant is advised of their general duty of care to take all reasonable measures to prevent any harm to the River Murray through his or her actions or activities.
18. It is important to note that the following applies to the subject land under the Natural Resources Management Act 2004:
 - a. The Prescription of the Water Resources in the Eastern Mount Lofty Ranges, which requires those that are or are proposing to use surface, watercourse and/or underground water for any purpose – other than stock and domestic use – at any time in the future, to apply for a water licence with the Department of Environment, Water and Natural Resources (DEWNR);
 - b. If there is a proposal to take surface water, watercourse water or underground water or if there are any existing water uses that may be impacted by the development, the interested parties should contact the DEWNR Customer & Commercial Services Branch (Berri office) on (08) 8595 2053 or visit: <http://www.environment.sa.gov.au/managing-natural-resources/water-use/water-planning/water-licences-and-permits>.
19. Section 144 of the Natural Resources Management Act 2004 requires the occupier of the land on which a well is situated to ensure that the well (including the casing, lining and screen of the well and any mechanism used to cap the well) is properly maintained. A permit is required from the Department of Environment, Water and Natural Resources for any work to be carried out on a well or for new wells to be drilled. Information on specific wells can be obtained from www.waterconnect.sa.gov.au. For information regarding permit applications contact the Department on telephone 8735 1134 or visit:

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<http://www.environment.sa.gov.au/licences-and-permits/water-licence-and-permit-forms>.

20. Any water affecting activities on the land (including construction, modification or removal of detention basins, construction of bridges, crossing points, culverts, watercourse channelling and diversion, etc) must be undertaken in accord with the SA Murray-Darling Basin Natural Resources Management Plan (and relevant subordinate plans) and may require a permit from the SA Murray-Darling Basin NRM Board. For further information visit: <http://www.naturalresources.sa.gov.au/samurraydarlingbasin/home>.
21. If there is an intention to clear native vegetation on the land at any time, the applicant should consult the Native Vegetation Council to determine relevant requirements under the Native Vegetation Act 1991 and its Regulations, which may include the provision of a Significant Environmental Benefit. Note that 'clearance' means any activity that could cause any substantial damage to native plants, including cutting down and removing plants, burning, poisoning, slashing of understorey, removal or trimming of branches, severing roots, drainage and reclamation of wetlands, and in some circumstances grazing by animals. For further information contact the Native Vegetation Council on telephone 8303 9777 or visit: <http://www.nvc.sa.gov.au>.
22. Any fencing required to identify allotment boundaries should avoid the unnecessary removal of native vegetation and disturbance of soil, to minimise the risk of soil erosion and subsequent impacts on water quality through increases in siltation, nutrient loading and turbidity.
23. Guidance on pollution prevention from construction sites can be found in the 'Handbook for pollution avoidance on commercial and residential building sites' and the 'Stormwater pollution prevention code of practice', which can be accessed at: <http://www.epa.sa.gov.au>.
24. The development must include stormwater management systems and techniques to:
- a. Protect it from damage during a minimum of a 1 in 100 year ARI flood event;
 - b. Reduce the potential for remobilisation of pollutants and nutrients; and
 - c. Control the quantity, velocity, variability, and quality of runoff to as near pre-development levels as possible.
25. Best practice Water Sensitive Urban Design (WSUD) guidance can be achieved by compliance with the Department of Planning, Transport and Infrastructure WSUD Technical Manual: <http://www.sa.gov.au/topics/housing-property-and-land/building-and-development/land-supply-and-planning-system/water-sensitive-urban-design>. Consideration should be given to water sensitive urban design features at the allotment scale, in particular:

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- a. Driveway and paved areas to use porous pavements and runoff being diverted to infiltration zones or vegetation bio-retention swales;
- b. Water efficient landscaping.

26. The River Murray and many of its tributaries and overflow areas have abundant evidence of Aboriginal occupation and Aboriginal sites, objects or artefacts may be present on the subject land (eg. scarred trees, campsites, burial sites, middens, etc). Under section 20 of the Aboriginal Heritage Act 1988 (the Act), an owner or occupier of private land, or an employee or agent of such an owner or occupier, must report the discovery on the land of any Aboriginal sites, objects and remains to the Minister responsible for the administration of the Act, as soon as practicable, giving the particulars of the nature and location of the Aboriginal sites, objects or remains. It is an offence to damage, disturb or interfere with any Aboriginal site or damage any Aboriginal object (registered or not) without the authority of the Minister for Aboriginal Affairs and Reconciliation (the Minister). If the planned activity is likely to damage, disturb or interfere with a site or object, authorisation of the activity must be first obtained from the Minister under Section 23 of the Act. Penalties may apply for failure to comply with the Act.

Environment Protection Authority Notes

27. The applicant is reminded of its general environmental duty, as required by Section 25 of the Environment Protection Act, to take all reasonable and practicable measures to ensure that the activities on the whole site, including during construction, do not pollute the environment in a way which causes or may cause environmental harm.
28. The applicant is reminded that on January 1 2016 the *Environment Protection (Water Quality) Policy 2015* came into effect. The *Environment Protection (Water Quality) Policy 2015* can be found at: [https://www.legislation/sa/gov.au/LZ/C/POL/Environment%20Protection%20\(Water%20Quality\)%20Policy%202015.aspx](https://www.legislation/sa/gov.au/LZ/C/POL/Environment%20Protection%20(Water%20Quality)%20Policy%202015.aspx)
29. EPA information sheets, guidelines documents, codes of practice, technical bulletins etc. can be accessed on the following web site: <http://www.epa.sa.gov.au>

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Statement of Development Assessment Commission Requirements:

1. The financial and augmentation requirements of the SA Water Corporation shall be met for the provision of water supply (SA Water 90001/6).

The necessary easements shall be granted to the SA Water Corporation free of cost.

SA Water Corporation advises the main Heysen Blvd will need to be upsized to service the development. A PRV may need to be installed on the western side of East Parkway and is dependent on future staging. Discussions between the developer and SA Water are ongoing.

2. A final plan complying with the requirements for plans as set out in the Manual of Survey Practice Volume 1 (Plan Presentation and Guidelines) issued by the Registrar General to be lodged with the Development Assessment Commission for Land Division Certificate purposes.

Note: Six (6) documents attached.



**MOUNT BARKER
DISTRICT COUNCIL**

**DECISION NOTIFICATION FORM
580/255/19**

APPLICATION LODGED: 08/05/2019

APPLICANT: Sterling Homes P/L
110-114 Grange Road
ALLENBY GARDENS SA 5009

LOCATION OF DEVELOPMENT:
LOT: 785 DP: 120517 CT: 6219/198
36 Craven Drive MOUNT BARKER.

NATURE OF DEVELOPMENT:
Detached Dwelling

In respect of this proposed development you are informed that:

NATURE OF CONSENT	CONSENT STATUS	DATE OF DECISION	CONDITIONS
Development Plan Consent	Granted	17/04/2019	9
Land Division - Requirements	-	-	-
Land Division (Strata) - Requirements	-	-	-
Building Rules Consent	Privately Certified	08/05/2019	1
Public Space	-	-	-
Other	-	-	-
DEVELOPMENT APPROVAL	Granted	14/05/2019	10

Building Classification: Class 1a and 10a

Details of any conditions imposed on this consent / approval are set out on the attached sheet/s.

The applicant may lodge an appeal with the Environment, Resources and Development Court against this decision within two (2) months of the date of this decision.

K.A. Jones

COUNCIL DELEGATE

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DEVELOPMENT PLAN CONSENT

The following condition(s) apply:

- (1) The development herein approved to be carried out in accordance with the stamped plans and details accompanying this application, except where amended by the following condition(s).
- (2) The retaining wall(s) indicated on plan are to be constructed prior to the commencement of the dwelling construction to ensure that the land is suitably stabilised to prevent slip and pollution through soil erosion.
- (3) Where cut or fill in excess of 300mm is required as a result of the proposed development, retaining walls or other suitable soil retention devices shall be employed to ensure excavations and filled land is stable and will not result in any adverse impact on adjoining properties.
- (4) All scarring or physical disturbances of the land surface during any excavation work shall be restricted to only that which is required for building work and/or access purposes. All resultant exposed faces shall be covered in topsoil and planted with suitable ground cover to the reasonable satisfaction of Council.
- (5) All stormwater captured by structures shall be directed to the rain water tanks on the land with the overflow from the tanks disposed of to the drainage easement on the land or the street water table immediately upon the roof cladding installation to the satisfaction of Council.
- (6) All stormwater captured by roofing materials and hard sealed paving areas shall be discharged in a controlled manner so it does not impact upon adjoining properties or, in the opinion of Council, has the potential to cause nuisance or destabilise adjoining land. When configuring a stormwater collection system, it is important that it remains independent of any waste control system.
Stormwater entering into any of these systems is detrimental to the function for which they are intended. This will ensure that all stormwater discharge points are properly controlled and diverted in such a manner to minimise impact on waste control systems and/or adjoining property owners.
- (7) The following works are to be undertaken within the road reserve:
 - the section of driveway to be constructed within the Council road reserve as indicated on plan shall be sealed with asphalt, pavers or concrete to provide structural integrity and traction in all weather conditions, be of maximum width of 5.0 metres for a double garage/carport or 4.0 metres for a single garage/carport, and have fall to the street as per Council specification; and
 - if a footpath exists in the road reserve area, the integrity of the foot path (including surface finish) is to be maintained, and

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- if directing any stormwater to the street, installation of a steel kerb adaptor for stormwater to enter the street in a controlled manner.

The work must be undertaken in accordance with Council requirements as detailed in the Application to Undertake Works on Council Land – Driveways, Culvert pipes, Stormwater, Underground services Form and be constructed in accordance with the Driveway Invert, Driveway Crossover, Footpath Standard Details. Both of these documents can be found on Council's website at www.mountbarker.sa.gov.au and hard copies are available from the Council office.

- (8) The applicant shall provide a dedicated water supply available at all times for fire-fighting purposes in accordance with the Minister's Specifications SA78 – Additional requirements in designated bushfire prone areas (May 2011) as to ensure appropriate measures of protection against bushfire attack. This is in addition to the 1000 litre rainwater tank required by the Building Code of Australia.
- (9) Effective measures are to be implemented during the construction of the development and on-going use of the land in accordance with this consent to:
- prevent silt and water 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; and
 - ensure that no sound is emitted from any device, plant or equipment or from any source or activity to become an unreasonable nuisance, in the opinion of Council, to the occupiers of adjacent land.

This will ensure that the activities on the whole site, including during construction, do not pollute the environment in a way which causes or may cause environmental harm.

Notes:

- (1) Any person proposing to undertake building work within the District of Mount Barker is reminded of their obligation to take all reasonable measures to protect Council infrastructure. Any incidental damage to the infrastructure - pipes, footpath, verge, street trees etc., must be reinstated to a standard acceptable to Council at the applicants' expense. If you have any queries please contact Council on 8391 7200
- (2) As the development hereby approved includes plumbing work, an On-site Wastewater Works Application (for underfloor plumbing and connection to sewer) must be approved by Council prior to the commencement of building work for the approved development.

DECISION NOTIFICATION FORM

- (3) Four (4) documents attached.

BUILDING RULES CONSENT

As a Private Certifier has made a decision in respect of the building rules consent, please find attached a copy of the private certifier's decision in accordance with Regulation 42(5) of the Development Regulations 2008.

OTHER

The following notes apply:

- (1) A licensed builder work contractor who is carrying out or in charge of the work, or the building owner if there is no licensed builder, shall give 1 business days' notice as per Regulation 74 of the following stages of work:
- a) Commencement of building work on site;
 - b) Pouring of concrete footings or other structural member that transfers load directly to a foundation;
 - c) Completion of the wall and roof frame prior to concealment (*A duly completed supervisors checklist (enclosed) is required to be submitted within 24 hours of notification or \$500 expiation will apply*);
 - d) Completion of the installation of boundary, party and/or separating wall(s) required to be fire rated, prior to concealment (if applicable)
 - e) Completion of building work prior to dwelling being occupied.

Notification of building works are to be submitted via Council website @ <http://www.mountbarker.sa.gov.au/notificationofbuildingworks>

If Council does not receive a Notification of building works an expiation fee of \$500 will apply per offence

- (2) A duly completed Statement of Compliance must be submitted to Council prior to occupation of the dwelling or new addition as required under Regulation 83AB (*electronic copies can be sent directly to council@mountbarker.sa.gov.au*). It shall be completed as follows:

Part A) To be signed by a Licensed Building Contractor, Registered Building Supervisor or Private Certifier responsible for carrying out the relevant building work; and

Part B) to be signed by the owner or someone acting on their behalf.

- (3) Private Certifiers documents attached.

DECISION NOTIFICATION FORM

- (4) You are advised that the Development herein approved must be substantially commenced within 12 months of the date of this Approval, unless this period of time is extended by Council. Further, any act or work authorised or required by this Approval must be completed within 3 years of the date of this Approval, unless this period of time is extended by Council.

You will require a fresh consent before commencing or continuing the development if you are unable to satisfy these requirements. Any request for an extension of time must be lodged with Council prior to the expiration of time periods specified above.

ABN 58 554 365 894

**DECISION NOTIFICATION FORM
SCHEDULE 11****Development Application:** Dated 21 March 2019
Registered**Development Application No:** 580/255/19**To:** DISTRICT COUNCIL OF MOUNT BARKER
PO Box 54
MOUNT BARKER SA 5251**Our Reference:****08119****Building Surveyor and Consultant**24 Tyson Street
ASHFORD SA 5036
Phone: (08) 8293 7348
Fax: (08) 8293 1007
Mobile: 0438 123 617
Email: georgecap@adem.com.au**Applicant (on behalf of the owner):** STERLING HOMES PTY LTD
110-114 Grange Road,
ALLENBY GARDENS SA 5009**Location of Proposed Development :** Lot 785 (No 36) Craven Drive, MOUNT BARKER**Nature of Proposed Development :** Detached dwelling**Building Classification Assigned :** Class 1a & 10a**In respect of this proposed development you are informed that:**

Nature of Decision	Consent Granted (Yes/No)	Date of Decision	No of Conditions
Development Plan Consent	Yes	17/04/19	9

**Reasons for this decision, any conditions imposed and the reasons for imposing those conditions are set out in the attached sheet.****Signed:**
George Capetanakis**Date:**

8 May 2019

**Private Certifier****Sheets attached****NOTE:** No work can commence on this development unless a Development Approval has been obtained. The owner must not commence, or authorize the commencement of, any site works or building work or change the use of the land until Notification of Development Approval has been granted.

ABN 58 554 385 894

CONDITIONS OF BUILDING RULES CONSENT / FURTHER INFORMATION - SECTION 42

DEVELOPMENT APPLICATION No : [REDACTED]

PROPOSED DEVELOPMENT : Detached dwelling at Lot 785 (No 36)
Craven Drive, MOUNT BARKER

CLASSIFICATION : The building is classified as **Class 1a & 10a**.

Building Rules Consent is issued subject to the following Conditions and Notes:

CONDITIONS:

1. Bushfire Protection – Shall be as per Part 3.10.5.0 of Volume 2, NCC2019, Construction in Bushfire Prone Areas, for BAL-12.5.

NOTES:

Notifications of stages of building work - The person proposing to undertake building work on land (or who is in charge of such work) must be aware of their obligation to give the Council notice at stages prescribed in Reg. 74.

Termite Protection – A durable notice must be permanently fixed to the building in a prominent location, such as a meter box or the like, indicating:-

- a) the method of protection; and
- b) the date of installation of the system; and
- c) where a chemical barrier is used, its life expectancy as listed on the National Registration Authority label; and
- d) the installer's or manufacturer's recommendations for the scope and frequency of future inspections for termite activity.

Written statement of compliance - In accordance with Reg. 83AB a written statement declaring that the building work was carried out in accordance with the relevant Development Approval (disregarding any variation of a minor nature which has no adverse effect on the structural soundness or safety of the dwelling or on the health of the occupants) must be provided to the relevant authority within 10 business days of occupation of the building (copy of Statement of Compliance enclosed).

Timber framing – The assessment of the timber framing has been based on the understanding that the timber to be used for all structural elements will have a minimum joint strength group of J4 or JD4.

Footings – The footings have been checked only for compliance with the minimum allowable requirements prescribed in AS2870. The owner is advised to refer to the footing construction report or seek advice from the engineer in this matter.

The owner's attention is drawn to Appendix B of AS2870 'Performance Requirements and Foundation Maintenance'.

Our Reference:

08119



Building Surveyor and Consultant

24 Tyson Street
ASHFORD SA 5036
Phone: (08) 8293 7348
Fax: (08) 8293 1007
Mobile: 0438 123 617
Email: georgicaplan@adam.com.au

Building work affecting adjoining land - Building Owner and/or person/s undertaking building work must be aware of their obligation to notify the adjoining owner if the building work is likely to affect adjoining land, as prescribed in Reg. 75 (*Building work affecting adjoining land*). The location design and capacity of storm water discharge from the property must be approved by Council. Storm water disposal systems must be completed by the finish of the construction of the building.

Compliance with other legislation - This report does not imply compliance with the Electricity Trust of South Australia Act 1946, as amended, or with the (State) Equal Opportunity Act 1984, or with the Commonwealth Disability Discrimination Act 1993, as amended, or with any other Act imposing requirements on the builder, occupier and/or owner. It is the responsibility of the owner and/or the person/s undertaking the building work to ensure compliance with same.



.....
George Capetanakis
Private Certifier

8 May 2019

Fact Sheet

Council Easements



MOUNT BARKER
DISTRICT COUNCIL

Council may require an easement for stormwater, drainage, sewer or effluent infrastructure. The following are common questions asked regarding Council Easements.

Q How do I know if my Property has an Easement?

A Check the Certificate of Title or Deposited Plan.

Q What is an Easement?

A An easement is generally a strip of land marked on the Certificate of Title by means of a dashed line. This strip of land indicates where a council easement is located through the property. This strip of land is still owned by the property owner, it allows council access to it, in order that maintenance may be carried out on the infrastructure within the easement.

Q Why are easements necessary?

A An easement is necessary to give an indication to the property owner where exactly the infrastructure is on that property. It is not always possible to locate infrastructure within road reserves or Council property.

Q Can I build over an easement?

A Generally any structure that is easily dismantled or moved such as a small aviary or small potters shed may be erected over an easement. Houses, sheds, extensions and other immovable structures are not permitted to be erected over an easement.

Q Can I plant on an easement?

A Generally you can plant anything that will not grow over 3m tall. Please note though that anything planted may have to be removed if the infrastructure needs maintenance or replacement. Reinstatement of any plantings removed will be carried out by Council at its own discretion.

Q Can I lay a footpath or driveway over an easement?

A Yes, however any lids or covers associated with the infrastructure must be left flush with the final footpath or driveway levels. Driveways and footpaths are to be constructed with block pavers or similar.

Q What if Council requires access to the easement?

A Council has statutory powers under the Water Industry Act 2012 to enter private property to carry out maintenance on its infrastructure located within the easement. If the matter is not urgent Council will notify the property owner of their intent to access the easement ahead of time. Urgent access usually only occurs in emergency situations. Any excavations and reinstatement of the easement will be carried out by Council. Any removal and reinstatement of structures or vegetation on the easement will be the owner's responsibility.

If you have any further questions or require further details regarding Council Easements, please contact Council on 8391 7200.

DOC/20/131386

Local Government Centre
Mount Barker Homemaker Centre
6 Dutton Road, Mount Barker SA 5251

9am – 5pm Monday to Friday
Telephone 8391 7200
www.mountbarker.sa.gov.au

Deposited Plan 120517

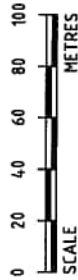
PURPOSE: DIVISION AND REDESIGNATION OF PARCELS		AREA NAME: MOUNT BARKER		APPROVED: 21/01/2019						
MAP REF: 6627/07/P		COUNCIL: MOUNT BARKER DISTRICT COUNCIL		DEPOSITED: 30/01/2019		D120517				
LAST PLAN: D118888		DEVELOPMENT NO: 580/D063/15/005/54429				SHEET 1 OF 6				
AGENT DETAILS: ALEXANDER & SYMONDS PTY LTD 1ST FLOOR 11 KING WILLIAM ST KENT TOWN SA 5067 PH: 81301666 FAX: 83620099		SURVEYORS CERTIFICATION: I GLENN IAN HORDACRE, a licensed surveyor do hereby certify - 1) That this plan has been made from surveys carried out by me or under my personal supervision and in accordance with the Survey Act 1992. 2) That the field work was completed on the 9th day of November 2018 excepting for the final placement of survey marks 21st day of January 2019 Glenn Ian Hordacre Licensed Surveyor				65296_text_01_v05_Version_5				
AGENT CODE: ALSY										
REFERENCE: A108514LT088(A)										
SUBJECT TITLE DETAILS:										
PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER	HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
CT	6210	232		ALLOTMENT(S)	7312	D	118888	MACCLESFIELD		
CT	6210	235		ALLOTMENT(S) (RESERVE)	7314	D	118888	MACCLESFIELD		
OTHER TITLES AFFECTED:										
EASEMENT DETAILS:										
STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF		CREATION		
EXTINGUISH	7603(MORSBY STREET)	SERVICE	EASEMENT(S)	L IN D118888	FOR DRAINAGE PURPOSES	THE COUNCIL FOR THE AREA		223LG RPA		
EXISTING	7600	SERVICE	EASEMENT(S)	C.D.L	FOR DRAINAGE PURPOSES	THE COUNCIL FOR THE AREA		223LG RPA		
EXISTING	7600	SERVICE	EASEMENT(S)	G	FOR ELECTRICITY SUPPLY PURPOSES	DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 88900000)		223LG RPA		
NEW	7600.7601(RESERVE)	SERVICE	EASEMENT(S)	A(T/F)	FOR ELECTRICITY SUPPLY PURPOSES	DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 88900000)		223LG RPA		
NEW	7600	SERVICE	EASEMENT(S)	B	FOR ELECTRICITY SUPPLY PURPOSES	DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 88900000)		223LG RPA		
ANNOTATIONS: ALLOTMENT(S) 7601(RESERVE) (CT 6210/235) DOES NOT FORM PART OF THIS DIVISION NOTIFICATION OF FINAL MARKING VIDE PR. 13106599 PRO. R.G. 09/05/2019										

D120517

SHEET 2 OF 6

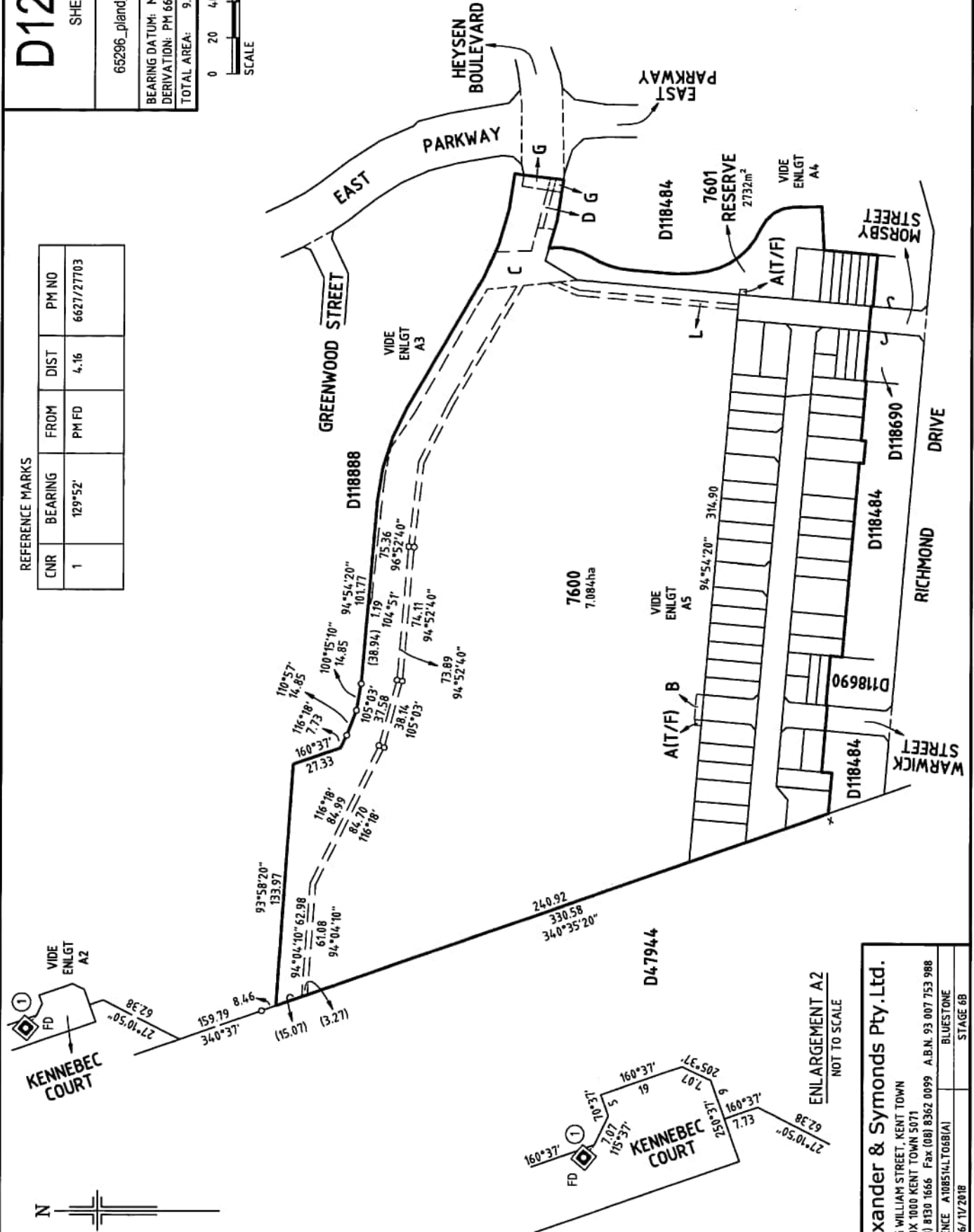
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BEARING DATUM: MGA 94 ZONE 54
DERIVATION: PM 6627/27703 TO 6627/29057
TOTAL AREA: 9.651ha



REFERENCE MARKS

CNR	BEARING	FROM	DIST	PM NO
1	129°52'	PM FD	4.16	6627/27703



ENLARGEMENT A2
NOT TO SCALE

Alexander & Symonds Pty. Ltd.

11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KENT TOWN 5071
Tel (08) 8330 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988
REFERENCE A1085141T0681A1

BLUESTONE
STAGE 6B

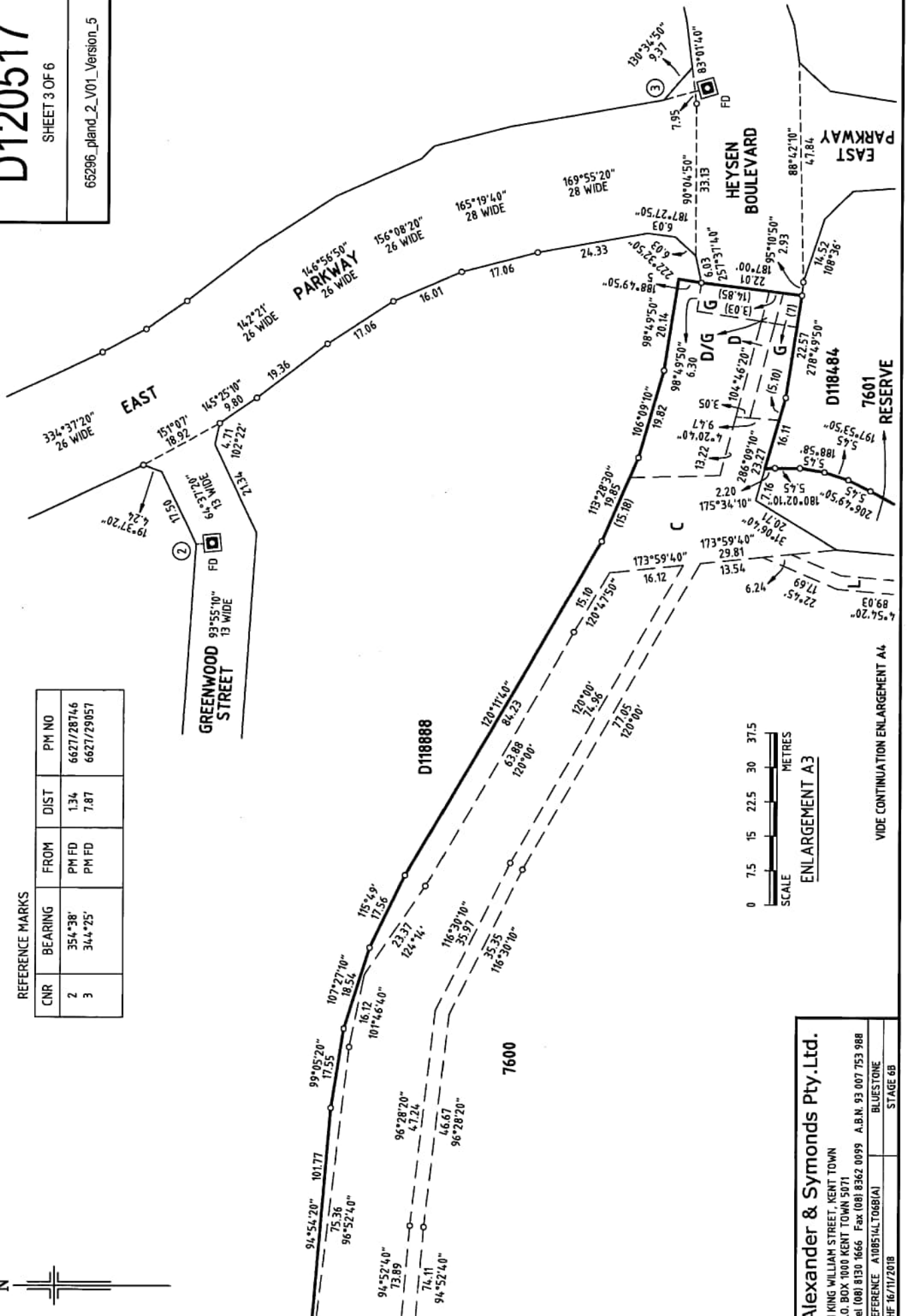
D120517

SHEET 3 OF 6

65296_pland_2_V01_Version_5

REFERENCE MARKS

CNR	BEARING	FROM	DIST	PM NO
2	354°38'	PM FD	1.34	6627/28746
3	344°25'	PM FD	7.87	6627/29057



Alexander & Symonds Pty. Ltd.

11 KING WILLIAM STREET, KENT TOWN

P.O. BOX 1000 KENT TOWN 5071

Tel (08) 8130 666 Fax (08) 8362 0099 A.B.N. 93 007 753 988

REFERENCE A108514LT068(A)

BLUESTONE

STAGE 6B

VIDE CONTINUATION ENLARGEMENT A4

CNR	BEARING	FROM	DIST	PM NO
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D120517

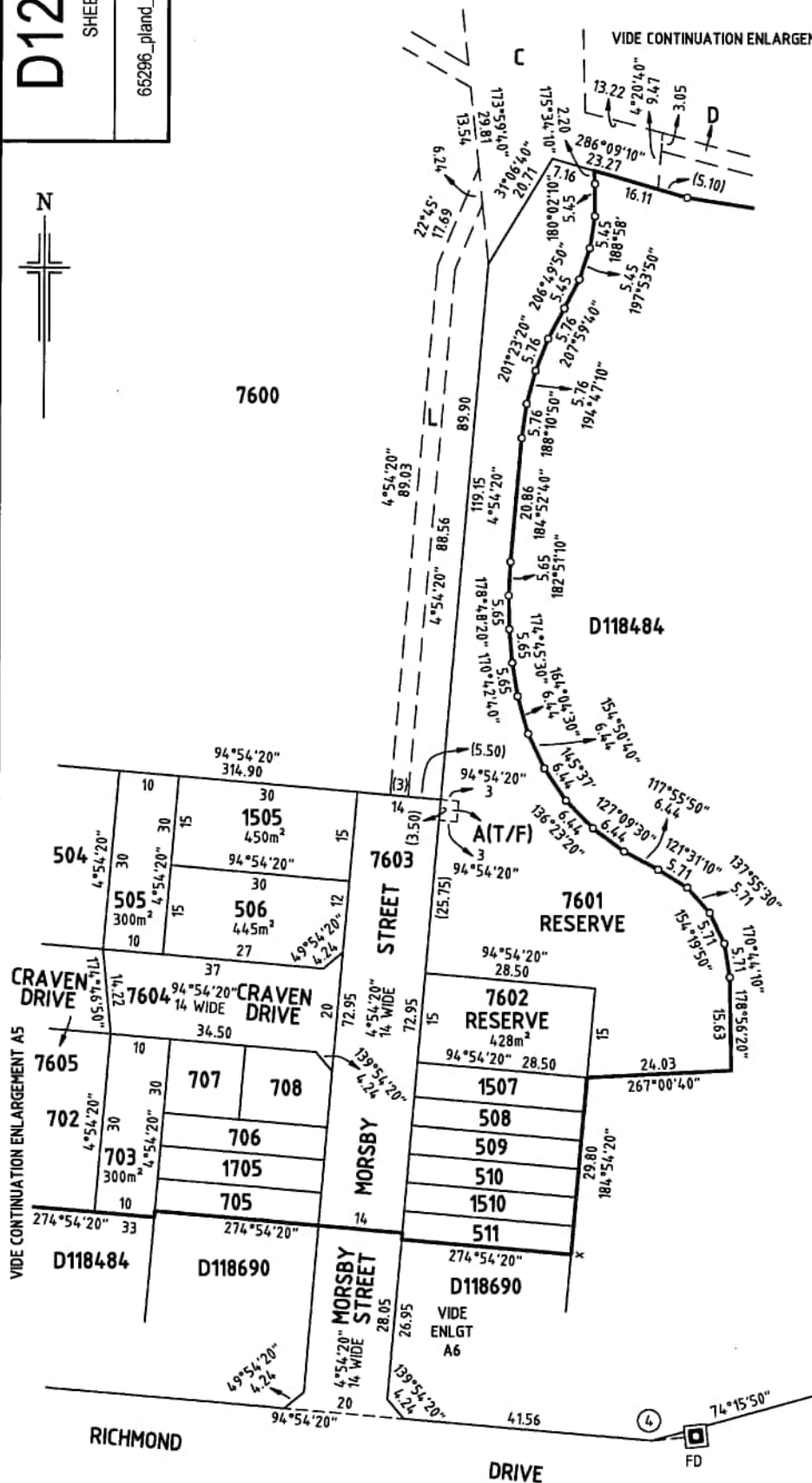
SHEET 4 OF 6

65296_pland_3_V03_Version_5



7600

VIDE CONTINUATION ENLARGEMENT A3



0 7.5 15 22.5 30 37.5

SCALE METRES

ENLARGEMENT A4

Alexander & Symonds Pty.Ltd.

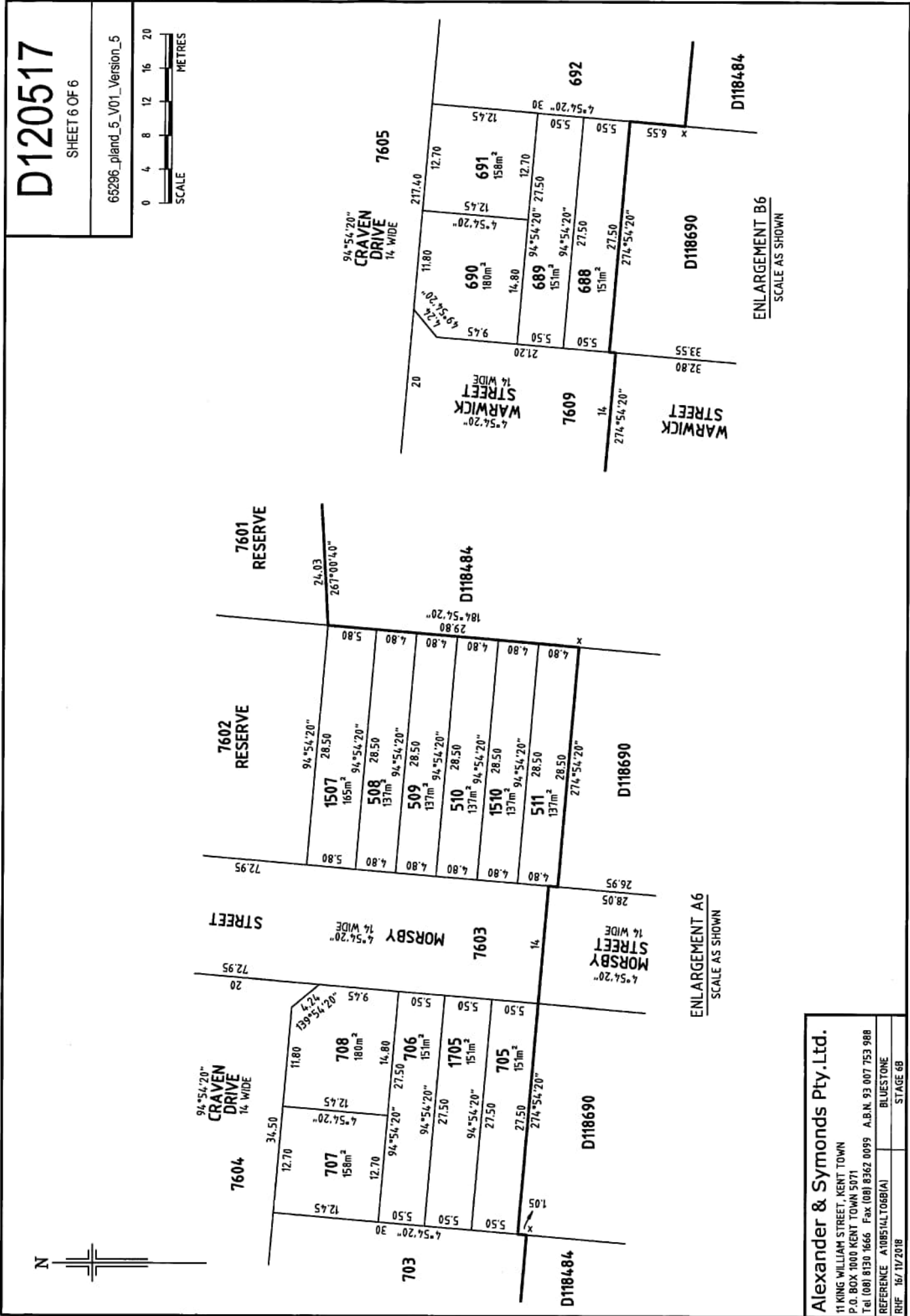
11 KING WILLIAM STREET, KENT TOWN

P.O. BOX 1000 KENT TOWN 5071

Rel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988

REFERENCE	A108514LT06B(A)	BLUESTONE
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STAGE 68	RHF 16/11/2018
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Encumbrance 14588588

E 14588588

Lodged: 07 August 2025 11:10:01 AM
4 OF 5

Form M2
Version 40.5

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

Registered: 12 August 2025 11:12:07 AM



ENCUMBRANCE

Responsible Subscriber: WESTPAC BANKING CORPORATION (EL - PEXA) (E100244)
Reference: 38905 Lot 785 Craven

ELN Lodgement Case ID: 1458736874
ELN Workspace ID: 13962226

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

ESTATE AND/OR INTEREST BEING ENCUMBERED

FEE SIMPLE

LAND DESCRIPTION

THE WHOLE OF THE LAND IN CT VOLUME 6219 FOLIO 198

ENCUMBRANCER (Full name and address)

SANJITA BHUJEL OF UNIT 5 4 TAYLOR ST ARALUEN NT 0870

SANTOSH DAHAL OF UNIT 5 4 TAYLOR ST ARALUEN NT 0870

ENCUMBRANCEE (Full name, address and mode of holding)

PEET MT BARKER PTY. LTD. ACN 169621756 OF L 7 200 ST GEORGES TCE PERTH WA 6000

THE ENCUMBRANCER ENCUMBERS THE ESTATE AND INTEREST IN THE LAND DESCRIBED FOR THE BENEFIT OF THE ENCUMBRANCEE WITH AN ANNUITY OR RENT CHARGE OF TEN CENTS (\$0.10) IF DEMANDED TO BE PAID TO THE ENCUMBRANCEE ANNUALLY AT THE TIMES AND IN THE MANNER FOLLOWING COMMENCING 01 JANUARY 2026 FOR A PERIOD OF 999 YEARS

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE in accordance with those terms and conditions expressed below

TERMS AND CONDITIONS OF THIS ENCUMBRANCE

(a) Document Reference

(b) Additional terms and conditions

Refer to Covenants

DATED 07 AUGUST 2025

CERTIFICATION

Encumbrancer

The Certifier has taken reasonable steps to verify the identity of the encumbrancer or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Kara Copetti

Practitioner Certifier

For: ALORA CONVEYANCING PTY LTD

On behalf of: SANJITA BHUJEL, SANTOSH DAHAL

Encumbrancee

The Certifier has taken reasonable steps to verify the identity of the encumbrancee or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Hayley Nichole Schroeder

Practitioner Certifier

For: PROSPECT CONVEYANCING

On behalf of: PEET MT BARKER PTY. LTD.

This is a representation of an instrument that was electronically lodged

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:

1. DEFINITIONS

1.1 Definitions

In this Encumbrance unless the contrary intention appears or the context shall otherwise require the following expressions shall have the following meanings:

Adjoining Owner means the owner of adjoining land which shares a common boundary with the Land, who is entitled to claim under the Encumbrancee as a purchaser of land in the Development Zone;

Development Zone means the land comprised in pieces marked "A", "B", and "C" in GP 43 of 2010 together with the whole of the land comprised in certificate of title volume 5406 folio 173;

Encumbrancee means the person described in the panel entitled "Encumbrancee" on the front page of this Encumbrance and its successors and assigns;

Land means the land described in the panel entitled "Certificate(s) of Title Being Encumbered" on the front page of this Encumbrance;

Loss means any cost, expense, loss, damage, claim, action, proceeding or other liability (whether in contract, tort or otherwise), however arising (whether or not presently ascertained, immediate, future or contingent) and includes legal costs on a full indemnity basis;

Owner means the person described in the panel entitled "Encumbrancer" on the front page of this Encumbrance and includes that person's successors, heirs and assigns;

Real Property Act means the Real Property Act, 1886;

Residential Design Guidelines means the Bluestone Mount Barker Residential Design Guidelines published by or on behalf of the Encumbrancee, which relate to the building scheme which has been or will be adopted in the Development Zone (which may be varied from time to time by the Encumbrance).

1.2 Interpretation

In this Encumbrance unless the contrary intention appears:

- (a) any reference to an Act shall be construed to include that Act as amended from time to time and to any other Act substituted for the Act as amended from time to time. A reference to any section or provision of an Act shall be construed to include a reference to the corresponding section or provision of the Act as amended or substituted from time to time;
- (b) words importing the singular number or plural numbers shall include the plural numbers and singular number respectively;
- (c) words importing one gender shall include all other genders;
- (d) if there shall be more than one person included in the designation "Owner" all covenants and obligations herein contained on the part of the Owner shall take effect as joint and several covenants by such persons;
- (e) headings are for convenience of reference only and shall not be used in the interpretation or construction of the covenants of this Encumbrance;
- (f) the term "person" includes a body corporate;
- (g) any reference to the Land shall apply to and include the whole and any part of the Land or any such asset matter business or thing; and
- (h) the burden of providing compliance with the covenants in this instrument lies on the Owner.

2. PAYMENT OF RENT CHARGE

The Owner shall pay to the Encumbrancee during the continuance of this Encumbrance the sum of 10¢ (if demanded) on the 30th day of June next and on each succeeding 30th day of June.

3. PURPOSE

- (a) It is intended by the Owner and the Encumbrancee that this Encumbrance shall secure to the Encumbrancee both:
 - (i) the payment of the said rent-charge; and
 - (ii) the performance and observance of the covenants contained in this Encumbrance,
- (b) and that the rent-charge hereby secured and the covenants herein contained shall be binding on the person executing this Encumbrance as the Owner and on the successors and assigns of that person as the registered proprietor or proprietors for the time being of the Land.
- (c) The Owner acknowledges and agrees that this Encumbrance (and the covenants contained herein) are entered into and undertaken for the purposes of the Encumbrancee's scheme of development (which will be put into effect by the Residential Design Guidelines) for the residential allotments comprised in the Development Zone.
- (d) The Owner acknowledges that it received a current copy of the current Residential Design Guidelines prior to the grant of this Encumbrance.
- (e) The Encumbrancee may make any amendments to the Residential Design Guidelines as it shall require from time to time but must notify the Owner of any such amendments to the Residential Design Guidelines which are made after the grant of this Encumbrance.
- (f) Any amendment to the Residential Design Guidelines made at any time after the grant of this Encumbrance only binds the Owner upon the Encumbrancee complying with the provisions of clause 3(e)

4. CONDITION PRECEDENT TO TRANSFER OF THE LAND

4.1 Transfer of Land

Without in any way limiting clause 5.6, the Owner shall not transfer the Land or any part of it to any person ("Transferee") including by a will or under any intestacy law or (if the Owner is a body corporate) as part of a winding up unless:

- (a) the Owner notifies the Encumbrancee at least 28 days before the transfer and provides the necessary details of the Transferee for the purpose of completing the matters in clause 4.1(c) and pays the cost of attending to the matters in clause 4.1(c) plus any registration fees and stamp duty;
- (b) the Owner remedies all breaches or defaults and pays all monies payable under this Encumbrance (if any) by the Owner under this Encumbrance prior to the transfer;
- (c) the Owner procures at its cost in all things the execution, stamping and registration of a Memorandum of Encumbrance from the Transferee in favour of the Encumbrancee upon the same terms as this Encumbrance, such instrument to be:
 - (i) prepared by the Encumbrancee or its solicitors or conveyancer;
 - (ii) executed by the Transferee's solicitor or conveyancer prior to the transfer;
 - (iii) stamped (if so required) prior to the transfer; and
 - (iv) lodged for registration by the Encumbrancee or its solicitors or conveyancer so that it is registered immediately following the Memorandum of Transfer to the Transferee and in priority to all other instruments,

at the cost in all things of the Owner including stamp duty and registration fees and any legal or other costs incurred by the Encumbrancee to prepare, execute, attend settlement and register the Memorandum of Encumbrance as contemplated above.

4.2 Encumbrance binds Successors in Title

Notwithstanding clause 4.1 and without prejudice to the provisions of that clause each:

- (a) person claiming an estate and interest in fee simple in the Land or any part thereof shall by virtue of accepting the instrument of transfer under the Real Property Act be deemed to have covenanted with the Encumbrancee to perform and observe all the covenants contained in this Encumbrance on the part of the Owner to be performed and observed;

- (b) person claiming an estate and interest as mortgagee or encumbrancee in the Land or any part thereof shall by virtue of becoming registered as such be deemed to have covenanted with the Encumbrancee that such person will not:
 - (i) exercise a power of sale without obtaining from the proposed transferee and delivering to the Encumbrancee a like covenant as is mentioned in clause 4.1; and
 - (ii) exercise a power of foreclosure (in the case of a mortgage) without executing and delivering to the Encumbrancee a covenant by such person to perform and observe all the covenants contained in this Encumbrance on the part of the Owner to be performed and observed.

5. RESTRAINT

The Owner covenants with the Encumbrancee and with all other persons claiming under the Encumbrance as purchasers of any land in the Development Zone as follows to the intent that the covenants in this instrument will run with and bind the Land.

5.1 Use of Land

The Owner shall not use or permit the Land to be used for any purpose other than for private residential purposes with the exception of approval being obtained from and given by the Encumbrancee.

5.2 No Subdivision

The Land shall not be subdivided unless:

- (a) the Residential Design Guidelines allows or requires the Land to be subdivided; or
- (b) the Owner first obtains the Encumbrancee's approval.

5.3 One Main Dwelling

- (a) The Owner shall not erect upon the Land more than one (1) residential dwelling without the prior written approval of the Encumbrancee.
- (b) Any improvements on the Land in the nature of pergolas or similar covered areas, rainwater tanks, sheds, garages or similar domestic improvements shall not be deemed as being restricted pursuant to clause 5.3(a)

5.4 Development in Accordance with Residential Design Guidelines

- (a) No dwelling or any other building, improvement or structure shall be erected, altered or added to or made in or over the Land or any part thereof unless such erection, alteration or addition:
 - (i) complies with the Residential Design Guidelines to the satisfaction of the Encumbrancee; and
 - (ii) has received the prior written approval of the Encumbrancee.
- (b) The Owner shall not submit any plans to the council or relevant assessing authority for its approval in relation to the erection, alteration or addition to any building, improvement or structure until it has first obtained the prior written approval of the Encumbrancee or its agent.
- (c) In order to provide its written approval pursuant to clause 5.4(a)(ii), the Encumbrancee may require the Owner to submit a development proposal for the Land and may require that development proposal to include:
 - (i) detailed drawings of any proposed dwelling, building, improvement or structure showing the external appearance, façade, style and character;
 - (ii) details of the external materials and finishes to be used on any proposed dwelling, building, improvement or structure;
 - (iii) a building plan drawn to scale which shows northern, eastern, southern and western elevations of any proposed dwelling;
 - (iv) a site plan (being a birds-eye view of the Land) drawn to scale which shows the location of any dwelling (and/or building, improvement or structure) the Owner intends to construct on the Land as well as the intended location of any driveway cross over and other access points to and from the Land;
 - (v) a plan of the proposed storm water drainage system;

- (vi) a plan of any proposed earthworks or grading;
- (vii) a detailed landscaping plan;
- (viii) all other necessary details to prove that any dwelling will be constructed (and the Land will be developed) in a manner which complies with the Residential Design Guidelines; and
- (d) The Encumbrancee may require such development proposal to be provided in any form it reasonably requires in order to properly consider whether it will grant approval.
- (e) The Encumbrancee may not unreasonably delay considering the Owner's development proposal.
- (f) The Encumbrancee shall not act unreasonably in refusing any approval or imposing any condition of approval under clause 5.4(a)(ii) or 5.4(c) but a refusal or a condition cannot be deemed unreasonable if:
 - (i) the development proposal submitted is contrary to any provision in the Residential Design Guidelines; or
 - (ii) a member of the Planning Institute of Australia certifies that the proposed works under the development proposal do not conform with the general standards of design and planning of the Development Zone or that the proposed works are undesirable by reason of the effect they would have upon the development, health or amenity of the neighbourhood.
- (g) Any approval of the Encumbrancee obtained pursuant to clause 5.4(a)(ii) of this Encumbrance shall, unless extended by the Encumbrancee, lapse upon the expiration of a period of twenty-four (24) months commencing on the date of the approval in writing if the works to which the approval relates are not in the opinion of the Encumbrancee substantially commenced within that period.

5.5 Time Frame for construction

The Owner shall not allow development of the Land to be delayed such that the construction of a residential dwelling which complies with clause 5.4(a) is not:

- (a) substantially commenced (as evidenced by the completion of all site works and the laying of the concrete slab and footings) within twenty-four (24) calendar months from the date of this Encumbrance (or such further time as the Encumbrancee may agree with the Owner); or
- (b) completed within twelve (12) months from when construction of such residential dwelling is first commenced (or such further time as the Encumbrancee may agree with Owner).

5.6 Transfer of Land prior to completion of a dwelling

Except with the written consent of the Encumbrancee, the Owner shall not:

- (a) advertise the Land as being for sale;
- (b) hold an open inspection on the Land for the purpose of allowing prospective purchasers or persons who may be interested in purchasing the Land onto the Land;
- (c) consider or take offers from persons to purchase the Land;
- (d) offer to sell the Land to any person;
- (e) transfer, dispose of, assign or create or declare a trust in respect of its interest in the fee simple in the Land,

until a residential dwelling which:

- (f) complies with the Residential Design Guidelines to the satisfaction of the Encumbrancee; and
- (g) has received the prior written approval of the Encumbrancee,

has been completed on the Land.

5.7 Temporary Dwellings

The Owner shall not allow upon the Land:

- (a) any transportable dwelling house; or

- (b) any caravan or other temporary dwelling,
unless first approved in writing by the Encumbrancee.

5.8 Maintenance and Repair

The Owner shall not allow any dwelling, building, improvement or structure on the Land to become in a state of disrepair, worn out, decadent or unattractive having regard to the general standard of other dwellings, buildings, improvements and structures on allotments in the Development Zone.

5.9 Landscaping

The Owner shall not allow:

- (a) any part of the Land:
 - (i) which has not been improved; and
 - (ii) which is within public view (including the area between the front building line of any dwelling erected upon the Land and the boundary of the Land),
 - (iii) to remain without landscaping for a period exceeding three (3) months of completion of construction of a dwelling on the Land;
- (b) any landscaping to occur on the Land which:
 - (i) does not comply with the Residential Design Guidelines; or
 - (ii) is (in the reasonable opinion of the Encumbrancee) generally inconsistent with the general standard of landscaping of allotments and public verges in the Development Zone; or
- (c) landscaping on the Land to become outdated, unattractive or in a state of disrepair;
- (d) any noxious or unlawful plant, tree or shrub to grow on the Land; or
- (e) any garden areas or plantings on the Land to die or become overgrown or untidy.

5.10 Parking of Vehicles

The Owner shall not cause or allow:

- (a) parking of motor vehicles on any part of the Land other than the driveway on the Land;
- (b) the storage of boats, caravans and/or trailers forward of the front alignment of a dwelling on the Land;
- (c) 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 provision "commercial vehicles" includes any vehicle between 1 and 3 tonne in weight intended or designed to carry goods, equipment or passengers in commercial quantities; or
- (d) any vehicle greater than 3 tonne in weight to be parked or left unattended on the Land.

5.11 Transfer of Land in certain circumstances

- (a) The Owner must at the written request of the Encumbrancee transfer to the Encumbrancee or its nominee an estate in fee simple in the Land subject only to this Encumbrance if any of the following events occur:
 - (i) the Owner breaches clause 5.2, 5.3, 5.4(a) or 5.6 and the Encumbrancee requests the transfer of the Land to the Encumbrancee within 6 months of when the Encumbrancee first becomes aware of the breach; or
 - (ii) the Owner breaches clause 5.1, 5.5, 5.7, 5.8, 5.9, 5.10 or 5.12 and fails to remedy such breach within the earlier of:
 - (A) a reasonable period of time (as specified by the Encumbrancee) to allow the Owner to remedy such breach; or
 - (B) one calendar month,

after the date on which the Encumbrancee serves a written notice on the Owner requiring the breach to be remedied.

- (b) The terms and conditions upon which the Land will be transferred pursuant to clause 5.11(a) shall be those contained in the contract for sale and purchase of land recommended for use by the Law Society of South Australia at the time the Encumbrancee requests the transfer of an estate in fee simple in the Land except that:
- (i) the GST inclusive purchase price shall be a sum equivalent to 90% of the consideration expressed in the Memorandum of Transfer of the Land from the Encumbrancee to the Owner;
 - (ii) no deposit shall be payable;
 - (iii) the date settlement is to be completed shall be 30 days after the date on which the Owner receives the Encumbrancee's written request pursuant to clause 5.11(a) or, if that date is not a business day, shall be the next business day;
 - (iv) the transfer shall be subject only to this Encumbrance and the Encumbrancee shall be entitled to deduct from the purchase price any amounts which may be required to discharge any mortgage, charge, lien or other interest over the Land; and
 - (v) all costs associated with the transfer of the Land (including the Encumbrancee's legal costs) shall be borne by the Encumbrancee.
- (c) The Encumbrancee may elect not to make a written request as per clause 5.11(a), in its absolute discretion, however the Encumbrancee may refuse to consent to any transfer, disposal, assignment or creation or declaration of a trust in respect of the Owners interest in the fee simple in the Land without the Owner first complying with its obligations herein.

5.12 Right of Access for Adjoining Owner

- (a) The Owner must not restrict the Encumbrancee and/or an Adjoining Owner including its employees, contractors and agents (together with any plant, equipment and machinery) from accessing the Land in order to complete construction of a dwelling or dwellings and any improvements on the Adjoining Owner's land in accordance with the Residential Design Guidelines provided that:
- (i) the Encumbrancee and/or the Adjoining Owner (as the case may be) has made a written request to the Owner; and
 - (ii) if the Adjoining Owner wishes to have access pursuant to this clause 5.12, the Adjoining Owner agrees to comply with the reasonable directions of the Owner and cause minimal disturbance to the Owner when accessing the Land; and
- (b) provides a written undertaking in favour of the Owner to repair and make good (at the Adjoining Owner's sole cost) any damage caused to the Land during such construction provided that the Encumbrancee will be under no obligation whatsoever to enforce such undertaking on the Owner's behalf and in this regard, the Owner hereby releases and indemnifies the Encumbrancee from any and all Loss suffered or incurred by the Owner. For the avoidance of doubt, the right of access contemplated by this clause 5.12:
- (i) will only apply to the initial construction of a dwelling or dwellings and any improvements on the Adjoining Owner's land (such that the Adjoining Owner's land is no longer vacant land) and will not extend to undertaking any renovations or maintenance of the same; and
 - (ii) will be temporary such that it will expire when access for construction is no longer required and includes (but is not limited to) accessing the roof of any dwelling on the Land in cases where such dwelling is positioned on a common boundary.

6. ENTRY STATEMENT

If at any time prior to or after the date of this Encumbrance, the Encumbrancee (or the Encumbrancee's predecessor as former registered proprietor of the Land) has installed, constructed or erected upon the Land any fixture, wall or fence of any nature whatsoever (the Entry Statement) as an entry statement for any part of the Encumbrancee's scheme of development for the Development Zone, the Owner must not without the prior written approval of the Encumbrancee demolish or alter the Entry Statement in any way (including by changing or removing any colours of or letter comprised in the Entry Statement).

7. WAIVER

- (a) The Encumbrancee may from time to time in its absolute discretion lessen waive or release any of the covenants and other stipulations:
- (i) contained or implied in this Encumbrance; and
 - (ii) expressed or implied in any Memorandum of Encumbrance or other instrument relating to any other land in the Development Zone (regardless of whether such Memorandum of Encumbrance or

other instrument was entered into or imposed before, at the same time as or after the date of this Encumbrance).

- (b) No such lessening, waiver or release shall release the Owner or its successors in title from the covenants and other stipulations contained and implied in this Encumbrance.

8. RELEASE OF OWNER UPON SALE

Once a dwelling which:

- (a) complies with the Residential Design Guidelines to the satisfaction of the Encumbrancee; and
- (b) has received the prior written approval of the Encumbrancee,

has been completed on the Land:

- (c) the rent charge and covenants contained in this Encumbrance will be binding only upon the registered proprietor for the time being of the Land;
- (d) subject to clause 8(e), each successive registered proprietor of the Land will be released from the payment of the rent charge and from the performance of the covenants immediately upon transferring the fee simple in the Land to another person; and
- (e) despite a transfer as referred to in clause 8(d), the rights of the Encumbrancee will be preserved against any former registered proprietor of the Land in relation to a breach of this Encumbrance which occurred either before the transfer or by reason of the transfer.

9. SUNSET CLAUSE

- (a) The rights and obligations of the Encumbrancee will cease upon the earlier of the following:

- (i) the last residential allotment in the Development Zone being transferred from the Encumbrancee to a new owner and that new owner completing the construction of a dwelling on that last residential allotment in accordance with the Residential Design Guidelines to the satisfaction of the Encumbrancee; or
- (ii) 31 December 2028.

- (b) 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 9(a).

10. TIME OF ESSENCE

Time is of the essence insofar as it relates to covenants obligations or agreements of the Owner.

11. ILLEGALITY

- (a) If any provision (or part of a provision) of this Encumbrance is or becomes illegal or invalid then:

- (i) such illegality or invalidity shall not affect any other provision of this Encumbrance or any other part of such provision which is not invalid; and
- (ii) such provision or part thereof shall be severed from this Encumbrance.

- (b) To the extent that the exercise of any right power privilege or remedy conferred on the Encumbrancee is only capable of being exercised upon compliance with the provisions of any statute affecting the same then such right power privilege or remedy may only be exercised only after due compliance with any such provision and this Encumbrance shall be read and construed accordingly.

- (c) No provision of this Encumbrance shall be construed so as to negative or limit in any respect any power conferred on the Encumbrancee by any statutory enactment whether in force at the date of this Encumbrance or not.

12. ENCUMBRANCEE'S CONSENT

Where the consent approval or agreement of the Encumbrancee is referred to under this Encumbrance:

- (a) such consent approval or agreement may be given or refused in the absolute discretion of the Encumbrancee (unless it is otherwise stated in this Encumbrance);
- (b) the Encumbrancee may attach such conditions to any such consent approval or agreement as it deems

fit; and

- (c) no such consent approval or agreement shall be deemed to have been given unless it is provided in writing by or on behalf of the Encumbrancee.

13. COSTS AND EXPENSES OF AND INCIDENTAL TO ENCUMBRANCE AND DEFAULT

The Owner shall pay to the Encumbrancee upon demand all costs, expenses, charges and outgoings whatsoever (including legal costs) which the Encumbrancee may pay sustain or incur in consequence of or in relation to or of and incidental to:

- (a) the preparation and engrossment of this Encumbrance and all of the costs associated with the stamping and registration of this Encumbrance and any discharge thereof (including all stamp duty registration fees);
- (b) any breach or default which may be made in the due observance or performance of any covenant term condition or agreement expressed or implied in this Encumbrance; and
- (c) the exercise or enforcement of or the attempted or purported exercise or enforcement of any proceeding or any endeavour to exercise or enforce any of the powers rights remedies or discretions of the Encumbrancee under and by virtue of this Encumbrance or pursuant to the powers rights remedies or discretions vested in the Encumbrancee by statute law or equity.

14. NOTICE

- (a) Any notice, request or demand under this Encumbrance must be:
 - (i) in writing; and
 - (ii) signed by the Encumbrancee, an authorised officer of the Encumbrancee or the Encumbrancee's Solicitors or legal representatives.
- (b) Any notice, request or demand may be served upon the Owner either:
 - (i) personally;
 - (ii) by facsimile;
 - (iii) by being left for the Owner on the Land;
 - (iv) by being affixed to some part of the Land; or
 - (v) by being sent by registered post to the Owner at the last known place of business or abode.
- (c) Any notice, request or demand will be deemed to have been received:
 - (i) in the case of personal delivery, immediately;
 - (ii) in the case of delivery by facsimile, upon the sender receiving a facsimile transmission report confirming all pages of the facsimile were transmitted without error;
 - (iii) in the case of the notice, request or demand being left for the Owner on the Land or affixed to some part of the Land, on the next business day;
 - (iv) in the case of the notice, request or demand being sent by registered post, on the next business day,

irrespective of whether the notice, request or demand comes to the hands or knowledge of the Owner.
- (d) The provisions of this clause 14 are in addition to any other ways in which the Encumbrancee may be entitled to give the Owner any notice, request or demand in relation to this Encumbrance.

15. MORTGAGEE'S RIGHTS AND OBLIGATIONS

- (a) Exercise of Power of Sale

If the Owner is in default under the terms of any mortgage granted over the Land and registered under the Real Property Act 1886 (SA), nothing in this Encumbrance is to be construed as in any way affecting the rights of the mortgagee to exercise its power of sale contained in that mortgage.

- (b) Transfer by Mortgagee Subject to Encumbrance

Any mortgagee who exercises its power of sale must not sell, transfer or otherwise dispose of the Land except subject to this Encumbrance and procuring a replacement encumbrance from the incoming

purchaser or transferee to the Encumbrancee, which is to be on the same terms as this Encumbrance, which replacement encumbrance must be registered on the Title for the Land immediately after the transfer of the Land to the incoming purchaser or transferee, and before any other interest in the land is created or registered.

(c) **Mortgagee's** rights otherwise preserved

Apart from clauses 15(a) and 15(b) nothing in this Encumbrance shall be construed as in any way affecting the rights of a mortgagee of the Land to exercise the power of sale contained in the mortgage.

Environment Protection Authority Letter



Environment Protection Authority
 GPO Box 2607 Adelaide SA 5001
 211 Victoria Square Adelaide SA 5000 .
 T (08) 8204 2004
 Country areas 1800 623 445

Receipt No : 0002792584
 Admin No : 86817 (100353)

THE FORM 1 COMPANY
 GPO BOX 1651
 ADELAIDE SA 5001

Contact: Section 7
 Telephone: (08) 8204 2026
 Email: epasection7@sa.gov.au

Contact: Public Register
 Telephone: (08) 8204 9128
 Email: epa.publicregister@sa.gov.au

29 June, 2026

EPA STATEMENT TO FORM 1 - CONTRACTS FOR SALE OF LAND OR BUSINESS

The EPA provides this statement to assist the vendor meet its obligations under section 7(1)(b) of the *Land and Business (Sale and Conveyancing) Act 1994*. A response to the questions prescribed in Schedule 1-Contracts for sale of land or business-forms (Divisions 1 and 2) of the *Land and Business (Sale and Conveyancing) Act 1994* is provided in relation to the land.

I refer to your enquiry concerning the parcel of land comprised in

Title Reference CT Volume 6219 Folio 198
 Address Allotment 785 (DP 120517), 36 Craven Drive, MOUNT BARKER SA 5251

Schedule – Division 1 – *Land and Business (Sale and Conveyancing) Regulations 2010*

PARTICULARS OF MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES AFFECTING THE LAND

8. *Environment Protection Act 1993*

Does the EPA hold any of the following details relating to the *Environment Protection Act 1993*:

8.1	Section 59 - Environment performance agreement that is registered in relation to the land.	NO
8.2	Section 93 - Environment protection order that is registered in relation to the land.	NO
8.3	Section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land.	NO
8.4	Section 99 - Clean-up order that is registered in relation to the land.	NO
8.5	Section 100 - Clean-up authorisation that is registered in relation to the land.	NO
8.6	Section 103H - Site contamination assessment order that is registered in relation to the land.	NO
8.7	Section 103J - Site remediation order that is registered in relation to the land.	NO

8.8	Section 103N - Notice of declaration of special management area in relation to the land (due to possible existence of site contamination).	NO
8.9	Section 103P - Notation of site contamination audit report in relation to the land.	NO
8.10	Section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land.	NO

Schedule – Division 2 – *Land and Business (Sale and Conveyancing) Regulations 2010*

PARTICULARS RELATING TO ENVIRONMENT PROTECTION

3-Licences and exemptions recorded by EPA in public register

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

a)	details of a current licence issued under Part 6 of the <i>Environment Protection Act 1993</i> to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?	NO
b)	details of a licence no longer in force issued under Part 6 of the <i>Environment Protection Act 1993</i> to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?	NO
c)	details of a current exemption issued under Part 6 of the <i>Environment Protection Act 1993</i> from the application of a specified provision of that Act in relation to an activity carried on at the land?	NO
d)	details of an exemption no longer in force issued under Part 6 of the <i>Environment Protection Act 1993</i> from the application of a specified provision of that Act in relation to an activity carried on at the land?	NO
e)	details of a licence issued under the repealed <i>South Australian Waste Management Commission Act 1979</i> to operate a waste depot at the land?	NO
f)	details of a licence issued under the repealed <i>Waste Management Act 1987</i> to operate a waste depot at the land?	NO
g)	details of a licence issued under the repealed <i>South Australian Waste Management Commission Act 1979</i> to produce waste of a prescribed kind (within the meaning of that Act) at the land?	NO
h)	details of a licence issued under the repealed <i>Waste Management Act 1987</i> to produce prescribed waste (within the meaning of that Act) at the land?	NO

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

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

a)	details of serious or material environmental harm caused or threatened in the course of an activity (whether or not notified under section 83 of the <i>Environment Protection Act 1993</i>)?	NO
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- | | | |
|----|--|-----|
| b) | details of site contamination notified to the EPA under section 83A of the <i>Environment Protection Act 1993</i> ? | YES |
| c) | a copy of a report of an environmental assessment (whether prepared by the EPA or some other person or body and whether or not required under legislation) that forms part of the information required to be recorded in the public register? | YES |
| d) | a copy of a site contamination audit report? | YES |
| e) | details of an agreement for the exclusion or limitation of liability for site contamination to which section 103E of the <i>Environment Protection Act 1993</i> applies? | NO |
| f) | details of an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the <i>Environment Protection Act 1993</i> ? | NO |
| g) | details of an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the <i>Environment Protection Act 1993</i> ? | NO |
| h) | details of a notification under section 103Z(1) of the <i>Environment Protection Act 1993</i> relating to the commencement of a site contamination audit? | YES |
| i) | details of a notification under section 103Z(2) of the <i>Environment Protection Act 1993</i> relating to the termination before completion of a site contamination audit? | YES |
| j) | details of records, held by the former <i>South Australian Waste Management Commission</i> under the repealed <i>Waste Management Act 1987</i> , of waste (within the meaning of that Act) having been deposited on the land between 1 January 1983 and 30 April 1995? | NO |

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

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

- | | | |
|----|--|----|
| a) | a copy of a report known as a "Health Commission Report" prepared by or on behalf of the <i>South Australian Health Commission</i> (under the repealed <i>South Australian Health Commission Act 1976</i>)? | NO |
| b) | details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the <i>Environment Protection Act 1993</i> ? | NO |
| c) | details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the <i>Environment Protection Act 1993</i> ? | NO |
| d) | a copy of a pre-1 July 2009 site audit report? | NO |
| e) | details relating to the termination before completion of a pre-1 July 2009 site audit? | NO |

Records identified in this EPA Statement to Form 1: **SC60701; SC61295; SC61563-01**

The above records have been identified with a YES response in this EPA Statement to Form 1 and can be obtained by contacting the Public Register on (08) 8204 9128 or email epa.publicregister@sa.gov.au

All care and diligence has been taken to access the above information from available records. Historical records provided to the EPA concerning matters arising prior to 1 May 1995 are limited and may not be accurate or complete.

Residential Tenancy Agreement

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Fox Real Estate SA Pty Ltd T/A Fox Real Estate
 192 Melbourne Street North Adelaide SA 5006
 Tel: 08 8267 4995 Fax: 08 8267 4998 Agent No: 226868
 Email: fox@foxrealestate.com.au

Member of REISA

SAPM003 © reaforms Pty Ltd

RESIDENTIAL TENANCY AGREEMENT

FIXED TERM OR PERIODIC

This is a Residential Tenancy Agreement and the parties to this Agreement should consider obtaining legal advice about their rights and obligations under this Agreement.

The Landlord agrees to let and the Tenant agrees to rent from the Landlord the Premises detailed below on the terms set out in this Agreement.

LANDLORD

Name Santosh Dahal & Sanjita Bhujel 36

Address 5/4 Taylor St

Araluen NT 0870

AGENT

Name Fox Real Estate SA Pty Ltd trading as Fox Real Estate

Address 192 Melbourne Street NORTH ADELAIDE SA 5006

Mobile _____ Phone 08 8267 4995

ABN 11 526 183 974

Email fox@foxrealestate.com.au

RLA 226868

TENANT/S

The Tenant/s consent to the below email being used for the purposes of service under the Act.

Tenant 1 Catherine Dean

Date of Birth _____

Email catherinehunter@live.com.au

Phone 0448 323 533

Tenant 2 _____

Date of Birth _____

Email _____

Phone _____

PREMISES

36 Craven Drive, Mount Barker SA 5251

Reservation of any part of the Premises

Detail of that part of the Premises or property excluded by this Agreement and/or reserved for the Landlord's own use.

Not Applicable

RENT

\$650 per week

SIX HUNDRED AND FIFTY DOLLARS

(in words)

Rent payable in instalments

1st instalment: \$1,300 due on 10/04/2026 (date)

2nd instalment: \$1,300 due on 24/04/2026 (date)

Thereafter \$1,300 every ☐ week ☒ fortnight ☐ four weeks ☐ monthly

Payment method

☐ Internet Transfer ☐ Direct Debit

☐ Rent Card

☒ Other BPAY

Manner of Payment of Rent

Rent payable by BPAY - Biller code #4481 Reference #57037541

Or to pay by credit card go to www.deft.com.au and use the above reference number

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RESIDENTIAL TENANCY AGREEMENT

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FIXED TERM TENANCY☐ No☒ Yes

From 10/04/2026

To

12/04/2027

Note: If the period is less than 90 days prepare a Notice (Form 1) and attach

OR

PERIODIC TENANCY☒ No☐ Yes

From _____ Until terminated in accordance with this Agreement

RENT INCREASE PROVISIONS

The parties agree to increase the rent on the following basis and times

☐ the rent will increase to \$ _____ per _____ on _____ (date)

☐ the rent increase will be calculated by the following method and on the following dates:

In any event and/or if no set rent increases are detailed above the parties agree that the Landlord may increase the rent in accordance with section 55 of the Act by giving notice prior in accordance with and complying with section 55(2) (c) and section 55(2b) of the Act and as may be detailed in this Agreement.

Note: If the tenancy changes from a fixed term to a periodic tenancy, the rent cannot be increased within 12 months after the start of the original agreement or the last increase.

BOND

\$2600 _____ Max is 4 weeks' rent if rent is \$800p/w or less, OR 6 weeks' rent if rent is more than \$800p/w.

WATER CONSUMPTION

The Tenants are to pay water charges and allowances as detailed and as allowed under the Act.

☒ All quarterly supply charges & all water usage or group shared invoiced services (Community Title/Strata)

☐ All water usage

☐ All water usage over & above _____ annual allowances

☐ No charge for water

☐ Other _____

If the consumption of water at the Premises is separately metered, the Landlord may require the Tenant to reimburse the Landlord for rates and charges for water consumption that are based on the amount of water used at the Premises pursuant to this Agreement.

If the Property is not individually metered for a service, the Tenant will pay an apportionment of the cost of the service as set out below, where any services are in the name of Landlord in accordance with the Act.

Service**Apportionment**

INSURANCE

☒ **Landlord** has responsibility for insurance of the building and premises and any contents owned by the Landlord.

☒ **Tenant** has responsibility for insurance of contents of the premises (for property the tenant has possession of).

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RESIDENTIAL TENANCY AGREEMENT

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PROSPECTIVE SALE	☒ No	☐ Yes
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The Landlord has a present intention to sell the Property. **If YES**, give details.

PETS

- ☐ **No**
- ☒ **Yes** – Refer to Pet Agreement (Stand Alone)
- ☐ **Yes** – Refer to Application for approval to keep a pet and Notice of response to pet application
- ☐ **As per below**

DOMESTIC APPLIANCES & INFORMATION
--

Information for appliances and devices will be reasonably given (and can be in writing or verbally) and may be provided via email by the Agent.

Facility	Model/Name (if applicable)
To be outlined in the ingoing inspection	

SPECIAL CONDITIONS

Special Conditions relating to the Tenancy

Refer General Annexure Item 1

GENERAL CONDITIONS**1. Application of Act and Regulations**

The provisions of the *Residential Tenancies Act 1995* (the '**Act**') and the *Residential Tenancies Regulations 2025* (the '**Regulations**') as amended from time to time apply to this Agreement and wherever there be any inconsistency or conflict between the terms of this Agreement and the Act or Regulations then the Act or Regulations will prevail and the terms and conditions in this Agreement will be read down but so as to preserve as far as possible the clauses or provisions of this Agreement.

2. Manner of Payment of Rent

The Tenant will pay rent to the Landlord for the Premises at the rate and in the manner and place specified in this Agreement without setoff or abatement.

3. Rates Taxes and Charges

The Landlord will bear all statutory rates taxes and charges imposed in respect of the Premises. The Tenant is to pay water rates as set out in this Agreement and in accordance with the Act and Regulations.

4. Rent Review

The rent will be reviewed and may be increased by written notice in accordance with section 55 of the Act. The Landlord can increase the rent at least 12 months after the date on which this Agreement was entered into or if there has been a previous increase of rent, the last increase in accordance with section 55(2b) of the Act.

5. Subletting and Assignment

The Tenant cannot sublet the Premises or assign their interest under this Agreement without the prior written consent of the Landlord which consent will not be unreasonably withheld.

6. Re-letting

If the Tenant breaches this Agreement during the term and the Landlord re-lets the Premises, the Tenant will pay all the Landlord's reasonable re-letting costs, including but not limited to advertising, out of pocket expenses and legal fees, together with the rent in accordance with the Act.

7. Tenant's Obligations**The Tenant must:**

- 7.1 Pay for all services to the Premises which may include but not limited to gas, oil, electricity, water consumption, telephone, internet (including NBN) and any other amounts recoverable at law.
- 7.2 Keep the Premises clean and secure and notify the Landlord of any damage to the property and report immediately to the Landlord any breakdown or fault in equipment, water, electrical or other essential services to the property.
- 7.3 Keep all drains clear and only use sewers and plumbing in the normal course and use.
- 7.4 Use the Premises only as a place of residence and not for any other purpose without the Landlord's written consent.
- 7.5 Pay for the cost of any repairs to the Premises where damage to the Premises is a result of a breach by the Tenant or their invitees of this Agreement or caused by the wrongful and/or negligent act of the Tenant and/or their invitees.
- 7.6 Maintain the grounds and gardens surrounding the Premises to at least the same standard as presented at the commencement of the term of the tenancy.
- 7.7 Where the Premises comprise a unit under the *Strata Titles Act 1988* or the *Community Titles Act 1996* or are comprised in a form of multiple dwellings the Tenant will comply in all respects with the provisions of the Articles of the Corporation, its by-laws, and any directions of the Corporation or the management of rights of unit or lot holders.
- 7.8 Keep the Premises clear of rubbish and comply with any by-laws concerning rubbish collection.
- 7.9 The Tenant will comply with all reasonable directions of the Landlord in relation to the maintenance, care and use of the Premises.

The Tenant will not:

- 7.10 Subject to the provisions of the Act, alter or remove a lock or security device or add a lock or security device without the consent of the Landlord. The Tenant must insure and keep insured all the Tenant's belongings against all risks.
- 7.11 Without the Landlord's written consent, not to be unreasonably withheld in accordance with the Act, make any alteration or addition to the Premises.
- 7.12 Use or cause or permit the Premises to be used for any illegal or unauthorised purpose (e.g. drug related conduct) or cause or permit a nuisance. The Tenant must not cause or permit an interference with the reasonable peace, comfort or privacy of another person who resides in the immediate vicinity of the Premises.
- 7.13 Intentionally or negligently cause or allow damage to the Premises (including placing of nails plugs or screws and/or fixing any adhesives to any part of the Premises whatsoever).
- 7.14 Use any part of the Premises except in connection with the intended purpose of the fixture or fitting.
- 7.15 Interfere with any plant, equipment or machinery on the Premises other than in accordance with consent of the Landlord and the manufacturer's instructions.
- 7.16 Bring any bicycle, motorcycle or electric transport (including e-scooters) into the living areas of the Premises.
- 7.17 Erect or place any sign or notice on or in the Premises.

If the Premises contains a swimming pool, the Tenant will:

- 7.18 Maintain the pool in all things at the expense of the Tenant for chemicals, any maintenance and cleaning and labour costs.
- 7.19 Observe all maintenance instructions and regimes and all instructions of the Landlord relating to maintenance.
- 7.20 Not drain the pool or instruct any structural repairs or maintenance without the consent of the Landlord.
- 7.21 Advise the Landlord of any damage to equipment, malfunction of equipment or any deterioration of the pool requiring attention.

8. Landlord's Obligations**The Landlord will:**

- 8.1 Deliver the Premises at the commencement of the term in a reasonable state of cleanliness and comply with minimum housing standards pursuant to the *Housing Improvement Act 2016*.
- 8.2 Provide and maintain the Premises and ancillary property in a reasonable state of repair at the beginning of the tenancy and will keep them in a reasonable state of repair having regard to their age, character and prospective life and abide by all legal requirements regarding the buildings and health and safety in respect of the Premises.
- 8.3 Ensure that the requirements prescribed by the Regulations relating to the energy and water efficiency are complied with in relation to appliances, fittings and fixtures installed or replaced by the Landlord on the Premises on or after 1 July 2024.
- 8.4 Take reasonable steps to provide adequate locks and devices to ensure the Tenant is able to keep the Premises reasonably secure.
- 8.5 Grant the Tenant quiet enjoyment of the Premises during the term and not interfere with the peace, comfort or privacy of the Tenant and will take all reasonable steps to enforce this obligation upon any other tenant of the landlord in occupation of the Premises.

9. Right of Entry

The Landlord may subject to the Act and Regulations enter the Premises in the following circumstances:

- 9.1 Immediately in an emergency.
- 9.2 To carry out necessary repairs or maintenance at the request of the Tenant, at a reasonable time where the Tenant has been given at least 48 hours notice.
- 9.3 As may be arranged with the Tenant but not more than once each week to collect rent.
- 9.4 To inspect the Premises no more than four times a year at a reasonable hour and notice must be given to the Tenant of no less than seven days and no more than 28 days before the day of entry.
- 9.5 For the purpose of showing the Premises to prospective tenants at a reasonable hour and on a reasonable number of occasions during a period of 28 days prior to the end of the tenancy.
- 9.6 For the purpose of showing prospective purchasers at such reasonable times upon giving reasonable notice to the Tenant.
- 9.7 To determine if a breach has been remedied provided the Landlord has given the Tenant a notice of breach in a form prescribed by the Regulations, no less than seven days and no more than 14 days before the day of entry.
- 9.8 At any time with the consent of the Tenant given immediately before the time of entry.
- 9.9 For any other reason allowed pursuant to section 72 of the Act.

10. Compensation for Damages

If the Tenant causes damage to the Premises by making an alteration or addition to the Premises or by removing a fixture, the Tenant must notify the Landlord and at the option of the Landlord repair the damage or compensate the Landlord for the costs of repairing the damage. The Tenant will indemnify and keep indemnified the Landlord against all claims whatsoever brought by any party against the Landlord or the occupier of the Premises arising from the Tenants breach of this Agreement and/or any negligence arising from the Tenants use of the Premises.

11. Termination by Landlord

Fixed Term

The Landlord may terminate a fixed term agreement at the end of the fixed term in a form prescribed under the Regulations, specifying a prescribed ground of termination after giving at least 60 days' notice prior to the end of this Agreement, to the Tenant.

The Landlord can terminate this Agreement for breach of the terms of this Agreement in a form prescribed under the Regulations, specifying the breach and requiring remedy of the breach within a specified period (which must be a period of at least seven days) from the date of the notice. The Landlord may terminate this Agreement on the grounds of non payment of rent where rent or any part of the rent has been outstanding for a period of 14 days.

Periodic Tenancy

The Landlord may terminate a periodic tenancy in a form prescribed under the Regulations specifying a prescribed ground of termination.

12. Termination by Tenant

Fixed Term

The Tenant may terminate a fixed term agreement at the end of the fixed term in a form prescribed under the Regulations, without specifying a ground of termination, after giving at least 28 days' notice to the Landlord.

Periodic Tenancy

The Tenant may terminate a periodic tenancy in a form prescribed under the Regulations without specifying a ground of termination, with the hand over date being at least 21 days from the date of the notice, or a period equivalent to a single rental period of the tenancy (whichever is longer).

13. Pets

- 13.1 The Tenant must not keep a Pet on the Premises without the consent of the Landlord, which must not be unreasonably withheld in accordance with the Act.
- 13.2 If the Landlord consents to the Tenant keeping a Pet at the Premises the Tenant will be subject to the following terms and conditions:
- (a) Pets must be kept outside at all times unless otherwise agreed in this Agreement.
 - (b) This consent is expressly limited to the Pet detailed in this Agreement only and not others or substitute Pets.
 - (c) All Pet waste is to be promptly cleaned up and properly disposed of.
 - (d) All damage caused by the Pet is to be reported to the Landlord immediately and repaired at the cost of the Tenant.
 - (e) The Tenant must ensure that the Pet does not restrict inspections or access for inspections.
 - (f) The Tenant must comply with all Regulations in relation to keeping Pets and the Pet must not constitute or cause a nuisance to others or breach any by-laws or rules if in a unit complex.
 - (g) No works will be undertaken for fencing and no warranties are given that the fencing or Premises is suitable. The Tenant accepts all liability if the Pet escapes from the Premises causing injury or damage to itself or others.
 - (h) The Tenant must have any carpets cleaned to a professional standard at the end of the tenancy.
 - (i) The Tenant signing this Agreement warrants that he/she has the authority of all other named Tenant/s to sign this Agreement on their behalf and all are bound by the terms and conditions.

14. Definitions and Interpretation

- 14.1 A **person** will mean and include a corporation.
- 14.2 A reference to the **Landlord** will mean and include the Manager of the Landlord from time to time acting and will include the servant agents and employees of the Landlord and/or the Manager.
- 14.3 **Premises** will mean and include the land together with any chattels included and ancillary property of the Landlord existing at the Premises.
- 14.4 The **Manager** will be the party described in this Agreement being the Agent or other party acting for the Landlord in the management of the Premises.
- 14.5 A reference to an Act of Parliament or to a section of an Act includes any amendment or re-enactment of that Act or section for the time being in force.
- 14.6 Where 2 or more persons are named in this Agreement their liability will be joint and several.

15. GST

Rental will not include GST. The Tenant will pay all GST unless excluded by law. GST will mean any Goods & Services tax imposed to include *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or any amending or replacing Act.

16. Counterparts

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement. Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this Agreement.

GENERAL ANNEXURE

General Annexure Item 1

The tenant/s agree to communicate solely with the managing agent.

The tenant/s hereby acknowledge and consent to receive correspondence from Fox Real Estate by email to their nominated email address.

The tenant/s acknowledge that they are responsible for their own contents insurance at the rented premises. Should the tenant/s choose not to insure their personal belongings, the agent and landlord will not be held liable for any associated replacement costs.

The tenant/s agree to not use any open fireplaces unless written permission is provided by the landlord or agent.

No smoking of any substance is allowed inside the premises, this includes any visitors to the property. No candles or incense to be burned inside property.

The tenant/s agree to notify the agent should the smoke alarm be faulty or require repair or replacement.

The tenant/s agree not to enter the roof cavity for any reason without consent from the landlord / agent

NBN - If the property is leased with an NBN modem connected, the tenant is to leave this at the property upon vacating.

The tenant/s agree to abide by all Strata Rules and Regulations if applicable and a brochure outlining the responsibilities of the residents will be supplied at the commencement of the tenancy.

The tenant/s acknowledge that the landlord and/or the agent are not able to guarantee that media points (this includes but not limited TV, Telephone and Foxtel outlets) are connected to the premises and are therefore, excluded. Any costs associated with the connection will be borne by the tenant.

No pets are allowed without written permission from the landlord or agent. If permission is given, you will be required to sign a pet lease which will form part of this tenancy agreement.

Rental Payments - All rental payments must be made by Bpay - Biller Code # 4481 followed by your DEFT reference number, or you may pay through the DEFT website. Should there be any dishonored payments, the bank charges will be passed on to the tenant. The current charge is \$15.00 per occurrence, however is subject to change without notice from Macquarie bank. We are unable to accept cash payments in our office.

General Maintenance - The tenant/s agree to maintain the property by keeping the property in a neat, clean and tidy condition at all times. No rubbish is to be stored in or around the property. The tenant/s agree to keep the immediate outside areas around the property clean, neat and tidy.

The tenant/s agree to lease the property in it's current condition and acknowledge that necessary maintenance and repairs will be carried out to keep the property in a reasonable state of repair, taking into consideration the property's age, character and prospective life. Any requests for improvements are to be submitting in writing and will be at the owner's discretion.

The tenant/s will not install any extra picture hooks, nails or screws including 3M or Commander removable hooks at the property without written consent from the landlord or agent. If consent is granted any damage caused to paintwork will be the responsibility of the tenant to repair.

Timber flooring – All floorboards must be cleaned with a product manufactured for cleaning of floorboards. The tenant/s will need to undertake measures to protect timber flooring from being damaged (eg. felt pads under furniture). The tenant/s will be liable to repair any damages caused to the floorboards.

Laminate flooring – Tenant/s are aware they need to only use a damp mop when cleaning laminate flooring

with an approved product. Any spills and excess water needs to be cleaned immediately to avoid causing damage to the flooring.

The tenant/s agree to use a drip tray and protect car park flooring should their car leak oil. Any oil stains will be the responsibility of the tenant/s to remove and clean.

Inspections - Routine Inspections are conducted every 3-4 months with 7 – 14 days notice being provided to the tenant. Should you not be home, we will use our office keys for access. Photos of the property will be taken during the inspection.

Gardens - The tenant/s agree to keep garden areas maintained at all times. This includes the lawns to be watered, mowed and edged regularly. Garden beds are to be watered, weeded and clear of any loose debris. Pavement is to be clean and free of weeds. No lawn clippings are to be emptied in to garden beds and must be disposed of. Vehicles must not be parked on any lawn areas or garden beds under any circumstances. Any cost to repair will be borne by the tenant.

Additional Tenant/ Subletting - Approval of an additional tenant must be sought and received by the Property manager. The tenant/s must not assign this tenancy, or sublet the property without the prior written consent of the agent/landlord. Any prospective additional tenants will be required to complete an application form and be approved by the landlord. Any lease changes approved and made will incur a lease changeover fee of \$110.00 charged by Fox Real Estate. The tenant/s agree not to sublet the property or any portion thereof to a third party on a holiday or short term basis, directly or through any agent or booking service.

Bond - Bond paid at the commencement of tenancy will be lodged on your behalf with Consumer and Business Services. Upon vacating and final inspection being completed, your bond will be refunded accordingly. At no time during the tenancy will the bond be remitted in part or be able to be transferred.

After Hours Emergency Maintenance - For emergency situations that occur out of business hours e.g. hot water unit, gas leak, electrical faults, break in) please contact the applicable tradesperson listed below for assistance;

Plumber – Platinum – 7132 0324

Electrician – Skill-tech - 0418 164 677

Glazier - Robertson's Glazing - 8264 4161

Locksmith - Rite Price Locksmith - 0404 018 066

For storm damage, please contact the SES - 132 500

If you arrange after hours maintenance, please notify your Property Manager on the next business day.

Break Lease - Should you need to terminate your lease prior to the fixed term expiry date, you will need to notify your property manager in writing providing a vacating date. You will be liable to pay rent until the expiration of your lease or until the day prior to a new tenants lease commencing (whichever occurs first) along with advertising charges and a portion of the owners letting fee.

Vacating - The tenant/s are required to return the property back to Fox Real Estate in a neat, clean and tidy condition in accordance with the initial condition report, less any fair wear and tear. The tenant/s agree to have the carpet and/or flooring professionally cleaned at the end of the tenancy if stained or marked. A thorough final inspection checklist will be supplied to you for completion upon giving notice to vacate the premises. To help facilitate a smooth vacate process, we can recommend professional contractors.

The landlord may seek compensation from the tenant/s to professionally clean the carpets or flooring if they are not in a reasonable state of cleanliness at the end of the tenancy.

Zero Tolerance Rent Arrears Policy - The tenant/s agree that rent is to be paid a minimum of two weeks in advance at all times. Should this not be adhered to, then appropriate legal action will be taken. Our company has a zero tolerance policy to late rent payments. Should there be a delay, please advise your Property Manager prior. Continual late rent payments may jeopardise your rental history and the opportunity to renew your lease.

Our arrears policy is as follows -

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RESIDENTIAL TENANCY AGREEMENT

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3-5 days late - you will receive an automated text message notifying you of the arrears

5-7 days late - you will receive a text message, email or phone call regarding your arrears

7-14 days late - we will continue to try to make contact to discuss the breach and seek immediate resolution

15 days late - A breach of tenancy notice will be automatically issued giving you 7 days to remedy the breach or tribunal proceeding will follow.

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RESIDENTIAL TENANCY AGREEMENT

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PRIVACY STATEMENT

The Agent uses personal information collected from you to act as the agent and to perform its obligations as agent. The Agent may disclose information to other parties such as its client, to potential purchasers of the property, or to clients of the Agent both existing and potential, as well as to tradespeople, strata corporations, government and statutory bodies and to other parties as required by law. The Agent will only disclose information in this way to other parties as required to perform their duties for the purposes specified above or as otherwise allowed under the *Privacy Act 1988* (Cth). If you would like to access this information you can do so by contacting the Agent at the address and contact numbers in this agreement. You can correct any information if it is inaccurate, incomplete or out-of-date. Real estate and tax law requires some of this information to be collected.

ACKNOWLEDGEMENT AND CONSENT

The parties acknowledge and consent to each signing this document (and any notices given under this document or legislation) themselves, or by their attorneys and/or representatives, by electronic and/or digital signatures pursuant to the *Electronic Communications Act 2000* (SA) and the *Electronic Transactions Act 1999* (Cth) as applicable, and delivering this document and giving and receiving any communications relating to this document electronically.

EXECUTION

TENANT 1

DocuSigned by:

 A5C3A5EB66ED4EA

Catherine Dean

DATED

18-03-2026

TENANT 2

DATED

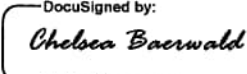
 Tenant 2

The Tenant(s) acknowledge receipt of

Information Brochure - *Residential Tenancies Act 1995*
 Statutory Notice for Short Fixed Term Tenancy (if less than 90 days)
 Inspection Report
 Manuals and Instructions or internet directions to access

☐ Yes	☐ No
☐ Yes	☐ No
☐ Yes	☐ No
☐ Yes	☐ No

AGENT

DocuSigned by:

 3B25E3A8C83C4E9

DATED

18-03-2026

OFFICE USE

Inspection Report sent	☐ Yes
Manuals or instructions (written or oral) for domestic facilities given	☐ Yes
A copy of this Agreement sent	☐ Yes
Security Bond Form	☐ Yes
Information regarding Water Charges	☐ Yes
Agents Tenant Information Annexure	☐ Yes
Keys given	☐ Yes

DETAILS OF EMBEDDED ELECTRICITY NETWORK (if applicable)
--

General information about the nature, benefits and potential consequences of participating in an embedded network.

Details of the retailer for the embedded network, including applicable electricity tariffs, the retailer's contact information, ABN and website.

Information about metering arrangements in relation to, and potential costs of, participating in the embedded network.

Cost apportionments per kilowatt hour for any bundled utilities arising from participating in the embedded network.

RESIDENTIAL TENANCIES ACT 1995**Section 48—Information to be provided by landlords to tenants**

- (1) A landlord must ensure that a tenant is given, before or at the time the landlord and tenant enter into a residential tenancy agreement, a written notice setting out -
- (a) if an agent is acting for the landlord - the agent's name, telephone number and postal or email address for service of documents; and
 - (b) the landlord's full name and postal or email address for service of documents (which must not be the agent's address for service); and
 - (c) if no agent is acting for the landlord - the landlord's telephone number; and
 - (d) the full name and address of any person with superior title to the landlord; and
 - (e) if the landlord is a company - the address of the registered office of the company; and
 - (ea) if electricity is supplied to the Premises via connection point that is part of an embedded network – the prescribed information relating to the supply of electricity; and
 - (f) any other information required by the Commissioner.
- Maximum penalty: \$20,000.
Expiation fee: \$1,200.

- (2) A landlord must take reasonable steps to ensure that a tenant is given, before or at the time the tenant commences occupation of the premises under a residential tenancy agreement, manufacturers' manuals, or written or oral instructions, about the operation of any domestic facilities requiring instructions.

Note-

Domestic facilities requiring instructions should also be listed in the tenancy agreement - see section 69(3a).

- (3) If a person succeeds another as the landlord, the new landlord must, within 14 days, ensure that the tenant is given a written notice setting out -
- (a) if an agent is acting for the new landlord - the agent's name, telephone number and postal or email address for service of documents; and
 - (b) the new landlord's full name and postal or email address for service of documents (which must not be the agent's address for service); and
 - (c) if no agent is acting for the new landlord - the new landlord's telephone number; and
 - (d) if the new landlord is a company - the address of the registered office of the company; and
 - (e) any other information required by the Commissioner.
- Maximum penalty: \$20,000.
Expiation fee: \$1,200.
- (4) If a name, postal or email address or telephone number of which the landlord is required to notify the tenant under this section changes, the landlord must, within 14 days of becoming aware of the change, notify the tenant in writing of the change.
Maximum penalty: \$20,000.
Expiation fee: \$1,200.
- (5) In this section –
embedded network has the same meaning as in the *National Electricity Rules*.