

MAGAIN

Magain Real Estate Happy Valley Pty Ltd T/A Magain Real Estate
Shop 60, Seaford Central Shopping Centre Seaford SA 5169
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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:

Laurence Alan Crosse

Address:

20 Mast Avenue, Seaford Meadows SA 5169

4 Vendor's registered agent:

Magain Real Estate Happy Valley Pty Ltd T/A Magain Real Estate



Address:

Shop 60, Seaford Central Shopping Centre Seaford SA 5169

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

6 Description of the land:

[Identify the land including any certificate of title reference]

The land situated at 20 Mast Avenue, Seaford Meadows SA 5169 and being whole of the land in Certificate of

Title Volume 5989 Folio 783 and being whole of Allotment 83 on Deposited Plan 74081 in the Area named

Seaford Meadows in the Hundred of Willunga

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

To the purchaser:

Right to cool-off (section 5)

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

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

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

2 – Time for service

The cooling-off notice must be served –

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

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

3 – Form of cooling-off notice

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

4 – Methods of service

The cooling-off notice must be –

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

20 Mast Avenue, Seaford Meadows SA 5169

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

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

david@magain.com.au

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

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

Shop 60, Seaford Central Shopping Centre Seaford SA 5169

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

Note –

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

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

5 – Effect of service

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

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

Proceeding with the purchase

If you wish to proceed with the purchase—

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

PART C – STATEMENT WITH RESPECT TO REQUIRED PARTICULARS

(section 7(1))

To the purchaser:

*I / ~~We~~,

Laurence Alan Crosse

of

20 Mast Avenue, Seaford Meadows SA 5169

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

Date: _____ Signed: _____

Date: _____ Signed: _____

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

(section 9)

To the purchaser:

I,

David Hams

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

Exceptions:

NIL

Date: _____ Signed: _____

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

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

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

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

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

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

TABLE OF PARTICULARS

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

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

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

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

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

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

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

Column 1	Column 2	Column 3
1. General		
1.1 Mortgage of land	<p>Is this item applicable?</p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments?</p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Number of mortgage (if registered):</p> <p>Name of mortgagee:</p>	<input type="checkbox"/> YES/NO
<p>[Note -</p> <p><i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p> <p>N/A</p>		YES/NO
1.2 Easement (whether over the land or annexed to the land)	<p>Is this item applicable?</p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments?</p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Description of land subject to easement:</p> <p>Nature of easement:</p> <p>Are you aware of any encroachment on the easement?</p> <p>(If YES, give details):</p> <p>If there is an encroachment, has approval for the encroachment been given?</p> <p>(If YES, give details):</p>	<input type="checkbox"/> YES/NO
<p>[Note -</p> <p><i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p> <p>N/A</p>		YES/NO
1.3 Restrictive covenant	<p>Is this item applicable?</p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments?</p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>refer to 10738041 Encumbrance to Land SA Pty Ltd</p> <p>Nature of restrictive covenant:</p> <p>refer to 10738041 Encumbrance to Land SA Pty Ltd</p> <p>Name of person in whose favour restrictive covenant operates:</p> <p>refer to 10738041 Encumbrance to Land SA Pty Ltd</p> <p>Does the restrictive covenant affect the whole of the land being acquired?</p> <p>YES</p> <p>(If NO, give details):</p> <p>Does the restrictive covenant affect land other than that being acquired?</p> <p>YES</p>	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES

Column 1	Column 2	Column 3
1.4 Lease, agreement for lease, tenancy agreement or licence	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Names of parties:</p> <p>Period of lease, agreement for lease etc:</p> <p>From:</p> <p>To:</p> <p>Amount of rent or licence fee:</p> <p>per (period)</p> <p>Is the lease, agreement for lease etc in writing?</p> <p>If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify-</p> <p>(a) the Act under which the lease or licence was granted:</p> <p>(b) the outstanding amounts due (including any interest or penalty):</p>	<input type="checkbox"/> YES/NO YES/NO
(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 - <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>		
N/A		

Column 1	Column 2	Column 3
5. Development Act 1993 (repealed)		

Column 1	Column 2	Column 3
5.1 section 42 - Condition (that continues to apply) of a development authorisation	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): refer to local council search</p> <p>Condition(s) of authorisation:</p> <p>Application Number</p> <p>Description</p> <p>Decision</p> <p>Decision Date</p> <p>145/3735/2007</p> <p>Single storey dwelling with porch and garage</p> <p>Approved</p> <p>20 November 2007</p> <p>Development Plan Consent Conditions</p> <p>YES</p> <p>1. The front setback area (between the front property boundary and front of the house) shall be planted with suitable trees, shrubs, lawn and/or ground cover. Such landscaping shall be completed within 6 months of the occupation of the dwelling and maintained in good condition at all times.</p> <p>2. All stormwater drainage shall discharge so that it does not flow or discharge onto land of adjoining owners or in the opinion of Council detrimentally affect structures on this site or any adjoining land.</p> <p>3. The road and driveway crossover between the back of kerb and the boundary shall be shaped to provide a minimum width of 2.0 metres on local roads (and 2.5 metres on higher order roads) measured from behind the back of kerb with 2.5 per cent fall towards the road, suitable for pedestrian traffic.</p> <p>4. That effective measures be implemented during the construction of the development and on-going use of the land in accordance with this consent to:</p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p>prevent silt run-off from the land to adjoining properties, roads and drains control dust arising from the construction and other activities, so as not to, in the opinion of Council, be a nuisance to residents or occupiers on adjacent or nearby land ensure that soil or mud is not transferred onto the adjacent roadways by vehicles leaving the site ensure that all litter and building waste is contained on the subject site in a suitable bin or enclosure or 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.</p> <p>Application Number</p> <p>Description</p> <p>Decision</p> <p>Decision Date</p> <p>145/3247/2009</p> <p>Verandah</p> <p>Approved</p> <p>14 September 2009</p> <p>Building Rules Consent Conditions</p>	<input checked="" type="checkbox"/> NO YES

Column 1	Column 2	Column 3
	<p>1. The proposed structure shall not be enclosed at any time without the prior consent of Council.</p> <p>2. Stormwater shall be diverted away from the building and shall not pond against or near the footings and shall not be discharged onto adjoining land. Where drainage is directed to the street water table, this shall be by way of a Council approved storm water drainage system.</p> <p>3. The structure shall be constructed in accordance with the manufacturers certified design for the relevant wind speed, and shall be securely braced and tied down to the footings.</p> <p>4. No part of the structure shall encroach beyond the surveyed boundary.</p>	
5.6 section 57 - Land management agreement	<p>Is this item applicable?</p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments?</p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): refer to 10641639 Agreement Under Development Act</p> <p>Date of agreement: refer to 10641639 Agreement Under Development Act</p> <p>Names of parties: refer to 10641639 Agreement Under Development Act</p> <p>Terms of agreement: refer to 10641639 Agreement Under Development Act</p>	<input checked="" type="checkbox"/> NO YES

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)	<p>Is this item applicable?</p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments?</p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Nature of condition(s):</p>	<input type="checkbox"/> YES/NO YES/NO
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[Note -

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

7. Emergency Services Funding Act 1998

7.1 section 16 - Notice to pay levy	<p>Is this item applicable?</p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments?</p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Certificate of Emergency Services Levy Payable</p> <p>Date of notice: 6th January 2026</p> <p>Amount of levy payable: \$0.00</p>	<input checked="" type="checkbox"/> YES YES
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Column 1	Column 2	Column 3
21. Local Government Act 1999		
21.1 Notice, order, declaration, charge, claim or demand given or made under the Act	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> refer to local council search</p> <p>Date of notice, order etc: 7th January 2026</p> <p>Name of council by which, or person by whom, notice, order etc is given or made: City of Onkaparinga</p> <p>Land subject thereto: 20 Mast Avenue Seaford Meadows</p> <p>Nature of requirements contained in notice, order etc: Balance - rates and other monies due and payable</p> <p>Time for carrying out requirements: refer to local council search</p> <p>Amount payable (if any): \$1,096.00</p>	<input checked="" type="checkbox"/> YES YES

Column 1	Column 2	Column 3
29. Planning, Development and Infrastructure Act 2016		

Column 1	Column 2	Column 3
29.1 Part 5 - Planning and Design Code	<p>Is this item applicable?</p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments?</p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>refer to local council search</p> <p>Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):</p> <p>Zones</p> <p>Housing Diversity Neighbourhood (HDN)</p> <p>Subzones</p> <p>Zoning overlays</p> <p>Overlays</p> <p>Affordable Housing</p> <p>NO</p> <p>NO</p> <p>The Affordable Housing Overlay seeks to ensure the integration of a range of affordable dwelling types into residential and mixed use development.</p> <p>Hazards (Flooding - Evidence Required)</p> <p>The Hazards (Flooding - Evidence Required) Overlay adopts a precautionary approach to mitigate potential impacts of potential flood risk through appropriate siting and design of development.</p> <p>Native Vegetation</p> <p>The Native Vegetation Overlay seeks to protect, retain and restore areas of native vegetation.</p> <p>Prescribed Water Resources Area</p> <p>The Prescribed Water Resources Area Overlay seeks to ensure the sustainable use of water in prescribed water resource areas.</p> <p>Prescribed Wells Area</p> <p>The Prescribed Wells Area Overlay seeks to ensure sustainable water use in prescribed wells areas.</p> <p>Regulated and Significant Tree</p> <p>The Regulated and Significant Tree Overlay seeks to mitigate the loss of regulated trees through appropriate development and redevelopment.</p> <p>Stormwater Management</p> <p>The Stormwater Management Overlay seeks to ensure new development incorporates water sensitive urban design techniques to capture and re-use stormwater.</p> <p>Signif Retirement Facility Supported Accom Sites</p> <p>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.</p> <p>Urban Tree Canopy</p> <p>The Urban Tree Canopy Overlay seeks to preserve and enhance urban tree canopy through the planting of new trees and retention of existing mature trees where practicable</p> <p>Is there a State heritage place on the land or is the land situated in a State heritage area?</p> <p>NO</p> <p>Is the land designated as a local heritage place?</p> <p>NO</p> <p>Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land?</p> <p>NO</p> <p>Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on</p>	<input checked="" type="checkbox"/> NO YES

Column 1	Column 2	Column 3
	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	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p>	<input type="checkbox"/> YES/NO <input checked="" type="checkbox"/> YES/NO
[Note - N/A <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<p>Date of authorisation:</p> <p>Name of relevant authority that granted authorisation:</p> <p>Condition(s) of authorisation:</p>	
29.9 section 192 or 193 - Land management agreement	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>refer to 10641639 Agreement Under Development Act</p> <p>Date of agreement:</p> <p>refer to 10641639 Agreement Under Development Act</p> <p>Names of parties:</p> <p>refer to 10641639 Agreement Under Development Act</p> <p>Terms of agreement:</p> <p>refer to 10641639 Agreement Under Development Act</p>	<input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> YES

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:
refer to Historical Search and Application to Register Death by Survivor
- 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:
refer to Historical Search and Application to Register Death by Survivor
- 3 Particulars of the consideration provided for the purposes of the transaction:
refer to Historical Search and Application to Register Death by Survivor

The above particulars must be provided for each transaction.

**Particulars relating to environment protection****1—Interpretation**

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

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

environmental assessment, in relation to land, means an assessment of the existence or nature or extent of—
 (a) site contamination (within the meaning of the *Environment Protection Act 1993*) at the land; or
 (b) any other contamination of the land by chemical substances,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Is the vendor aware of any of the following activities ever having taken place at the land:

(a) storage, handling or disposal of waste or fuel or other chemicals (other than in the ordinary course of domestic activities)?

(b) importation of soil or other fill from a site at which—

(i) an activity of a 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)?

NO

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

Note—

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

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

3—Licences and exemptions recorded by EPA in public register

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

(a) details of a current licence issued under Part 6 of the *Environment Protection Act 1993* to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?
NO

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

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

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

(e) details of a licence issued under the repealed *South Australian Waste Management Commission Act 1979* to operate a waste depot at the land?
NO

(f) details of a licence issued under the repealed *Waste Management Act 1987* to operate a waste depot at the land?
NO

(g) details of a licence issued under the repealed *South Australian Waste Management Commission Act 1979* to produce waste of a prescribed kind (within the meaning of that Act) at the land?
NO

(h) details of a licence issued under the repealed *Waste Management Act 1987* to produce prescribed waste (within the meaning of that Act) at the land?
NO

Note—

These questions relate to details about licences and exemptions required to be recorded by the EPA in the public register. If the EPA answers "YES" to any of the questions—

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

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

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

The EPA will not provide details about exemptions relating to—

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

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

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

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

NO

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

NO

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

YES

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

NO

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

NO

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

NO

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

NO

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

NO

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

NO

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

YES

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*)?

YES

(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*)?

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—

- 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 acknowledges receipt of the following:

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

the above being identified by pages numbered 1 to 23 inclusive, together with the following annexures and supporting documents (if any):

FORM 3 Buyers Information Notice

Copy of Contract

Certificate of Title

Local Council Search - City of Onkaparinga

10641639 Agreement

10738041 Encumbrance

EPA Response

Certificate of Emergency Services Levy Payable

Certificate of Land Tax Payable

Certificate of Water & Sewer Information

Form R3

SIGNED BY THE PURCHASER:

Date: _____ Signed: _____

Date: _____ Signed: _____

The Purchaser:

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

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

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

Buyers information notice

Prescribed notice to be given to purchaser

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

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

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.

Certificate of Title - Volume 5989 Folio 783

Parent Title(s) CT 5970/341
Creating Dealing(s) RTC 10693316
Title Issued 09/07/2007 Edition 4 Edition Issued 24/11/2025
Diagram Reference D74081 08

Estate Type

FEE SIMPLE

Registered Proprietor

LAURENCE ALAN CROSSE
OF 20 MAST AVENUE SEAFORD MEADOWS SA 5169

Description of Land

ALLOTMENT 83 DEPOSITED PLAN 74081
IN THE AREA NAMED SEAFORD MEADOWS
HUNDRED OF WILLUNGA

Easements

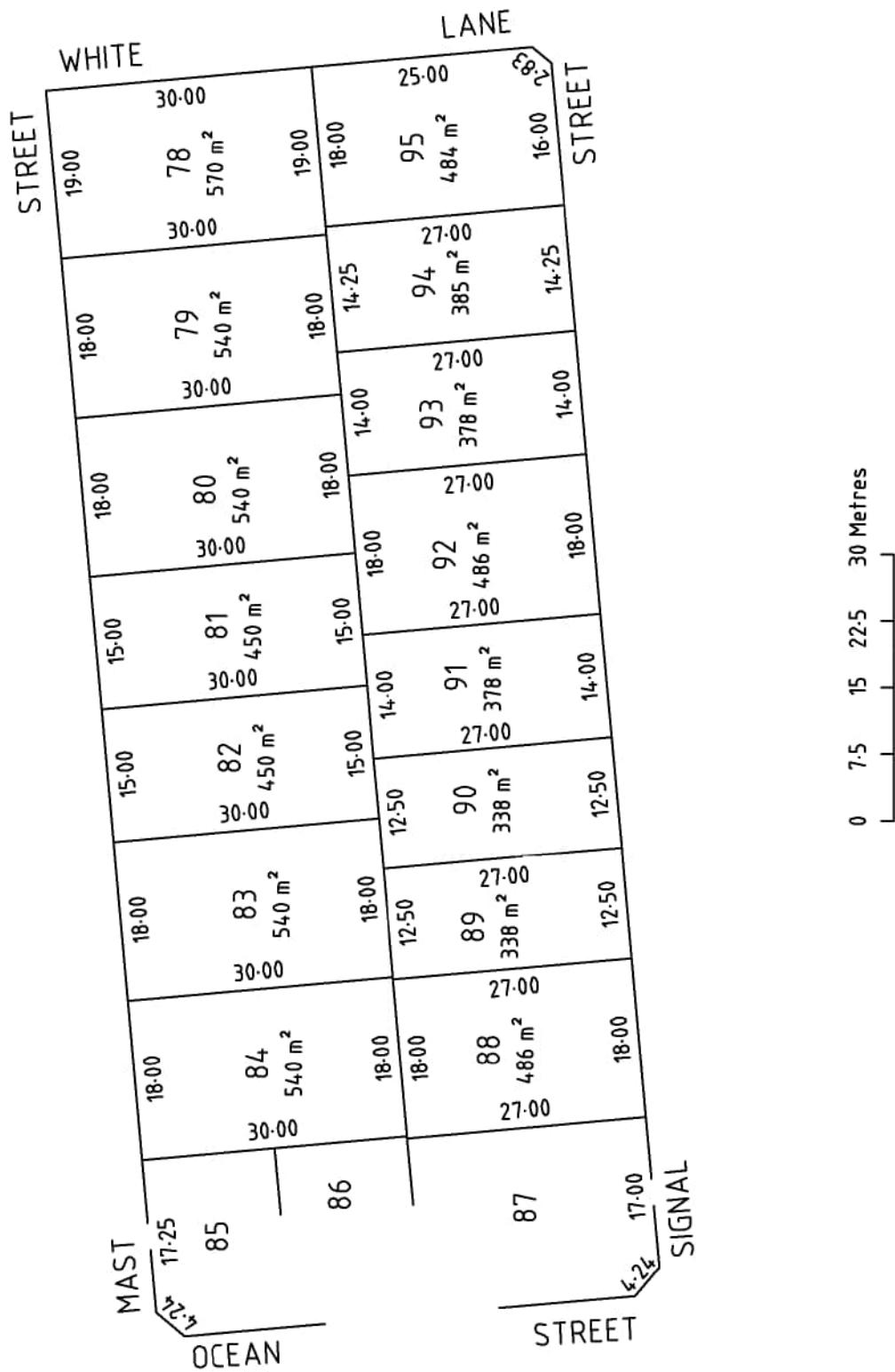
NIL

Schedule of Dealings

Dealing Number	Description
10641639	AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2)
10738041	ENCUMBRANCE TO LANDSA PTY. LTD. (SINGLE COPY ONLY)

Notations

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



LOCAL GOVERNMENT RATES SEARCH

TO: Eckermann Vendor Statements
 PO Box 191
 CAMPBELLTOWN SA 5074

07 January 2026

DETAILS OF PROPERTY REFERRED TO:

Property ID : 67482
 Valuer General No : 8613239555
 Valuation : \$820,000.00
 Owner : Mr Laurence Alan Crosse
 Property Address : 20 Mast Avenue SEAFORD MEADOWS SA 5169
 Volume/Folio : CT-5989/783
 Lot/Plan No : Allotment 83 DP 74081
 Ward : 02 Mid Coast Ward

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

Opening balance (as of 30 Jun 2025) including rates, fines and interest, block clearing charges and legal fees	\$0.00
--	--------

Postponed Amount in Arrears	\$0.00
-----------------------------	--------

Rates for the current 2025-2026 Financial Year applicable from 01 July 2025:

Total Rates Levied 2025-2026	\$1,644.00
-------------------------------------	-------------------

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

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

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

Less paid current financial year	-\$548.00
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Overpayment	\$0.00
-------------	--------

Legal Fees (current)	\$0.00
----------------------	--------

Refunds, Rates Remitted, Small Balance Adjustments or Rate Capping	\$0.00
--	--------

Rebate	
--------	--

Balance - rates and other monies due and payable	\$1,096.00
--	------------

Property Related Debts	\$0.00
------------------------	--------

BPAY Biller Code: 421503	TOTAL BALANCE	\$1,096.00
---------------------------------	----------------------	-------------------

Ref: 2311420674820

AUTHORISED OFFICER
 Melissa Styles

This statement is made the 07 January 2026

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

For your information:

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

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

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

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

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

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

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

How to advise us of change of ownership?

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

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

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

Electronic settlement of funds is still preferred.

Telephone (08) 8384 0666

Certificate No: S70070/2026

IMPORTANT INFORMATION REGARDING SEARCHES

Eckermann Vendor Statements
PO Box 191
CAMPBELLTOWN SA 5074

Attention Conveyancers

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

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

It is important to note all searches advise when fines/interest will be applied. When receiving your update search, should it be evident that further penalties will be applied prior to settlement, you will need to still consider these additional amounts as part of your settlement statement calculations.
- **Please Note: Section 7 certificates remain valid for a 30 day period only.**
- **BPAY biller code added to searches to enable electronic settlement of funds**
 - Our BPAY biller code is now detailed on each search, enabling settlement funds to be disbursed to Council electronically. Please note that this is Council's preferred method of payment and we request that you cease the use of cheques to affect settlement.
- **How to advise Council of change of ownership?**

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

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

Yours sincerely

City Of Onkaparinga

Telephone (08) 8384 0666

Certificate No: S70070/2026

Property Information And Particulars

In response to an enquiry pursuant to Section 7 of the

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

TO: Eckermann Vendor Statements
PO Box 191
CAMPBELLTOWN SA 5074

DETAILS OF PROPERTY REFERRED TO:

ASSESSMENT NO	:	101266
VALUER GENERAL NO	:	8613239555
VALUATION	:	\$820,000.00
OWNER	:	Mr Laurence Alan Crosse
PROPERTY ADDRESS	:	20 Mast Avenue SEAFORD MEADOWS SA 5169
VOLUME/FOLIO	:	CT-5989/783
LOT/PLAN NUMBER	:	Allotment 83 DP 74081
WARD	:	02 Mid Coast Ward

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

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

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

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

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

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

INFORMATION NOTE

CHANGES TO PLANNING POLICY AFFECTING LAND IN COUNCIL'S AREA

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

Development Act 1993 (repealed)

Section 42

Condition (that continues to apply) of a development authorisation

YES

Application Number	145/3735/2007
Description	Single storey dwelling with porch and garage
Decision	Approved
Decision Date	20 November 2007

Development Plan Consent Conditions

1. The front setback area (between the front property boundary and front of the house) shall be planted with suitable trees, shrubs, lawn and/or ground cover. Such landscaping shall be completed within 6 months of the occupation of the dwelling and maintained in good condition at all times.
2. All stormwater drainage shall discharge so that it does not flow or discharge onto land of adjoining owners or in the opinion of Council detrimentally affect structures on this site or any adjoining land.
3. The road and driveway crossover between the back of kerb and the boundary shall be shaped to provide a minimum width of 2.0 metres on local roads (and 2.5 metres on higher order roads) measured from behind the back of kerb with 2.5 per cent fall towards the road, suitable for pedestrian traffic.
4. That effective measures be implemented during the construction of the development and on-going use of the land in accordance with this consent to:
 - prevent silt run-off from the land to adjoining properties, roads and drains
 - control dust arising from the construction and other activities, so as not to, in the opinion of Council, be a nuisance to residents or occupiers on adjacent or nearby land
 - ensure that soil or mud is not transferred onto the adjacent roadways by vehicles leaving the site
 - ensure that all litter and building waste is contained on the subject site in a suitable bin or enclosure or
 - 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.

Application Number	145/3247/2009
Description	Verandah
Decision	Approved
Decision Date	14 September 2009

Building Rules Consent Conditions

1. The proposed structure shall not be enclosed at any time without the prior consent of Council.
2. Stormwater shall be diverted away from the building and shall not pond against or near the footings and shall not be discharged onto adjoining land. Where drainage is directed to the street water table, this shall be by way of a Council approved storm water drainage system.
3. The structure shall be constructed in accordance with the manufacturers certified design for the relevant wind speed, and shall be securely braced and tied down to the footings.
4. No part of the structure shall encroach beyond the surveyed boundary.

Planning Act 1982 (repealed)

Condition (that continues to apply) of a development authorisation

NO

Building Act 1971 (repealed)

Condition (that continues to apply) of a development authorisation

NO

Planning and Development Act 1966 (repealed)

Condition (that continues to apply) of a development authorisation

NO

Planning, Development and Infrastructure Act 2016

Part 5 – Planning and Design Code

Zones

Housing Diversity Neighbourhood (HDN)

Subzones

NO

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 (Flooding - Evidence Required)

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

Native Vegetation

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

Prescribed Water Resources Area

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

Prescribed Wells Area

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

Regulated and Significant Tree

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

Stormwater Management

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

Signif Retirement Facility Supported Accom Sites

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

Urban Tree Canopy

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

Is the land situated in a designated State Heritage Place/Area?

NO

Is the land designated as a Local Heritage Place?

NO

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

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

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

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

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

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

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

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

Section 127

Condition (that continues to apply) of a development authorisation

NO

Part 2—Items to be included if land affected

Development Act 1993 (repealed)

Section 50(1)

Requirement to vest land in council to be held as open space

NO

Section 50(2)

Agreement to vest land in council to be held as open space

NO

Section 55

Order to remove or perform work

NO

Section 56

Notice to complete development

NO

Section 57

Land management agreement

YES

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

10641639 AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2)

Section 69

Emergency order

NO

Section 71 (only)

Fire safety notice

NO

Section 84

Enforcement notice

NO

Section 85(6), 85(10) or 106

Enforcement Order

NO

Part 11 Division 2

Proceedings

NO

Fire and Emergency Services Act 2005

Section 105F (or section 56 or 83 (repealed)

Notice

NO

Section 56 (repealed)

Notice issued

NO

Food Act 2001

Section 44

Improvement notice issued against the land

NO

Section 46

Prohibition order

NO

Housing Improvement Act 1940 (repealed)

Section 23

Declaration that house is undesirable or unfit for human habitation

NO

Land Acquisition Act 1969

Section 10

Notice of intention to acquire

NO

Local Government Act 1934 (repealed)

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

NO

Local Government Act 1999

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

NO

Refer to separate attachment for Rates and Charges

Local Nuisance and Litter Control Act 2016

Section 30

Nuisance or litter abatement notice issued against the land

NO

Planning, Development and Infrastructure Act 2016

Section 139

Notice of proposed work and notice may require access

NO

Section 140

Notice requesting access

NO

Section 141

Order to remove or perform work

NO

Section 142

Notice to complete development

NO

<i>Section 155</i>		NO
Emergency order		
<i>Section 157</i>		NO
Fire safety notice		
<i>Section 192 or 193</i>		NO
Land Management Agreements		
<i>Section 198(1)</i>		NO
Requirement to vest land in a council or the Crown to be held as open space		
<i>Section 198(2)</i>		NO
Agreement to vest land in a council or the Crown to be held as open space		
<i>Part 16 - Division 1</i>		NO
Proceedings		
<i>Section 213</i>		NO
Enforcement notice		
<i>Section 214(6), 214(10) or 222</i>		NO
Enforcement order		

Public and Environmental Health Act 1987 (repealed)

<i>Part 3</i>		NO
Notice		
<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) revoked</i>		
Part 2 – Condition (that continues to apply) of an approval		NO
<i>Public and Environmental Health (Waste Control) Regulations 2010 revoked</i>		
Regulation 19 - Maintenance order (that has not been complied with)		NO

South Australian Public Health Act 2011

<i>Section 92</i>		NO
Notice		
<i>South Australian Public Health (Wastewater) Regulations 2013</i>		NO
Part 4 – Condition (that continues to apply) of an approval		

Particulars of building indemnity insurance		NO
Details of Building Indemnity Insurance still in existence for building work on the land		

Particulars relating to environment protection

<i>Further information held by council</i>		
Does the council hold details of any development approvals relating to:		NO
(a) commercial or industrial activity at the land; or		
(b) a change in the use of the land or part of the land (within the meaning of the <i>Development Act 1993</i>) or the <i>Planning, Development and Infrastructure Act 2016</i> ?		

Note –

The question relates to information that the council for the area in which the land is situated may hold. If the council answers “YES” to the question, it will provide a description of the nature of each development

approved in respect of the land. The purchaser may then obtain further details from council (on payment of any fee fixed by the council). However, it is expected that the ability to supply further details will vary considerably between councils.

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

It should be noted that –

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

General

Easement

NO

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

Are you aware of any encroachment on the Council easement?

NO

Lease, agreement for lease, tenancy agreement or licence

NO

(The information does not include the information about sublease or subtenancy.
The purchaser may seek that information from the lessee or tenant or sublessee or subtenant.)

Caveat

NO

Other

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

NO

PLEASE NOTE:

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

This statement is made the 06 January 2026

Thomas Caiapich
Project Officer – Development Support

AUTHORISED OFFICER

Property Interest Report

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

Title Reference	CT 5989/783	Reference No. 2743584
Registered Proprietors	L A*CROSSE	Prepared 06/01/2026 11:24
Address of Property	20 MAST AVENUE, SEAFORD MEADOWS, SA 5169	
Local Govt. Authority	CITY OF ONKAPARINGA	
Local Govt. Address	PO BOX 1 NOARLUNGA CENTRE SA 5168	

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

Table of Particulars

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

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

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

1. General

1.1	Mortgage of land	Refer to the Certificate of Title
	<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	
1.2	Easement (whether over the land or annexed to the land)	Refer to the Certificate of Title
	Note--"Easement" includes rights of way and party wall rights	
	<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	
1.3	Restrictive covenant	Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance
	<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	
1.4	Lease, agreement for lease, tenancy agreement or licence (The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)	Refer to the Certificate of Title also Contact the vendor for these details
	<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	
1.5	Caveat	Refer to the Certificate of Title
1.6	Lien or notice of a lien	Refer to the Certificate of Title

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

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

6. Repealed Act conditions

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

7. Emergency Services Funding Act 1998

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

8.1	section 59 - Environment performance agreement that is registered in relation to the land	EPA (SA) 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
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18. *Landscape South Australia Act 2019*

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

Act

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

19. *Land Tax Act 1936*

19.1	Notice, order or demand for payment of land tax	<p>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.</p> <p>Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates www.revenuesaonline.sa.gov.au</p>
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20. *Local Government Act 1934 (repealed)*

20.1	Notice, order, declaration, charge, claim or demand given or made under the Act	Contact the Local Government Authority for other details that might apply
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21. *Local Government Act 1999*

21.1	Notice, order, declaration, charge, claim or demand given or made under the Act	Contact the Local Government Authority for other details that might apply
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22. *Local Nuisance and Litter Control Act 2016*

22.1	section 30 - Nuisance or litter abatement notice	Contact the Local Government Authority for other details that might apply
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23. *Metropolitan Adelaide Road Widening Plan Act 1972*

23.1	section 6 - Restriction on building work	Transport Assessment Section within DIT has no record of any restriction affecting this title
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24. *Mining Act 1971*

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

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

25. *Native Vegetation Act 1991*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28. *Phylloxera and Grape Industry Act 1995*

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

29. *Planning, Development and Infrastructure Act 2016*

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

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

also

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

also

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

also

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

also

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

also

The Planning and Design Code (the Code) is a statutory instrument under the *Planning, Development and Infrastructure Act 2016* for the purposes of development assessment and related matters within South Australia. The Code contains the planning rules and policies that guide what can be developed in South Australia. Planning authorities use these planning rules to assess development applications. To search and view details of proposed statewide code amendments or code amendments within a local government area, please search the code amendment register on the SA Planning Portal:
https://plan.sa.gov.au/have_your_say/code-amendments/code_amendment_register 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 *Livestock Act, 1997* Animal Health in PIRSA has no record of any notice or order affecting this title

Additional Information

The following additional information is provided for your information only.

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

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

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.

E 10738041



12:12 29-Jun-2007

2 of 2

Fees: \$104.00

Single Copy Only

Series No.

2

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

MEMORANDUM OF ENCUMBRANCE

FORM APPROVED BY THE REGISTRAR-GENERAL

BELOW THIS LINE FOR OFFICE &
STAMP DUTY PURPOSES ONLY

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1886

Solicitor/Registered Conveyancer/Applicant
G M Stevens

AGENT CODE

Lodged by: *Sullivan Lawyers* BMS1

Correction to: *Sullivan Lawyers* BMS1
Geoffrey Stevens GMS1

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

1.....
2.....
3.....
4.....

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

1.....
2.....
3.....
4.....

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

ITEM(S)	AGENT CODE

CORRECTION	PASSED
REGISTERED	<i>16 AUG 2007</i>
<i>[Handwritten signatures and initials]</i>	
PRO REGISTRAR GENERAL	

R-G 250505

Printed by Geoffrey Stevens, Prospect Conveyancing on 1 May 2007

DATED

29/6/07

EXECUTION

John D'Semal

Signature of ENCUMBRANCER

Yvonne M. D'Semal

Signature of ENCUMBRANCER

E. D'Semal

Signature of WITNESS - Signed in my presence by the Encumbrancer who is either personally known to me or has satisfied me as to his or her identity. A penalty of up to \$2000 or 6 months imprisonment applies for improper witnessing

ERIN THOMAS D'SEMAL

Print Full Name of Witness (BLOCK LETTERS)

58 SPRINGBANK RD

Print Address of Witness

PANORAMA, 5041 ADELAIDE

Business Hours Telephone Number *0430042116*

MEMORANDUM OF ENCUMBRANCE

CERTIFICATE(S) OF TITLE BEING ENCUMBERED

Allotment 83 in DP 74081 being portion of the land comprised in Certificate of Title Register Book
Volume 5970 Folio 341N^o NOW WHOLE OF THE LAND IN
C.T. VOL 5970 FOL 341

ESTATE AND INTEREST Estate in Fee Simple	ENCUMBRANCES AG10641639
---	----------------------------

ENCUMBRANCER (Full Name and Address)

HUSSEIN YASHAR DJEMAL and YVONNE MARGARET DJEMAL
Both of 176 Cross Road Malvern SA 5061

(Note: In this instrument the expression "The Owner" includes the Encumbrancer and each successive registered proprietor of the land comprised in the Certificate of Title being encumbered.)

ENCUMBRANCEE (Full Name, Address and Mode of Holding)

LANDSA PTY LTD A.B.N. 47 079 317 623
of 21-24 North Terrace Adelaide SA 5000

OPERATIVE CLAUSE

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

(a) Insert the amount of the annuity or rent charge

(a) Ten cents (.10c)

(b) State the term of the annuity or rent charge.
If for life use the words "during his or her lifetime"(b) TO BE PAID TO THE ENCUMBRANCEE
for a term of Three Thousand Nine Hundred and Ninety Nine
(3,999) years(c) State the times appointed for payment of the
annuity or rent charge. Any special covenants may
be inserted on page 2.(c) AT THE TIMES AND IN THE MANNER FOLLOWING
Payable (if demanded by the Encumbrancee) on the 1st day
of January in each year (starting on 1st day of January in the
next calendar year immediately following the date of
execution of this instrument) to the intent:

- that the Encumbrancee will hold the annuity for the
Term to secure the compliance by the Owner with
the covenants contained in this instrument; and
- that the Encumbrancee will not demand payment of
the annuity if, and so long as, the Owner complies
with all of the covenants.

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:

IT IS COVENANTED by the Owner with the Encumbrancee and with all other persons claiming under the Encumbrancee as purchasers of any land in the Development Zone (as defined on the front page of this instrument) as follows to the intent:

- that the covenants in this instrument will run with and bind the land; and
- that the benefit of each of the covenants will be annexed to, and pass to future owners of, each and every part of the Development Zone.

1. **Not to use the land other than for residential or other approved purposes**

Subject to clause 6, the land must not be used for any purpose other than:

- 1.1 residential use; or
- 1.2 such other use as has received the prior written approval of the Encumbrancee.

2. **No building without Encumbrancee's approval**

2.1. Subject to clauses 3 and 4, the Owner must not do (or cause, suffer or permit to be done) any of the following on the land except in strict accordance with plans and specifications that have received the prior written approval of the Encumbrancee -

- 2.1.1. erect a building or structure;
- 2.1.2. carry out any siteworks;
- 2.1.3. erect a fence or wall;
- 2.1.4. erect any external sign, hoarding, tank, mast, pole, television antenna, satellite dish or radio aerial, either freestanding or fixed to any other building or structure;
- 2.1.5. erect or place any external floodlights or spotlights;
- 2.1.6. construct or create a driveway or parking area, or otherwise set aside any area for the parking of vehicles; or
- 2.1.7. carry out any landscaping or planting (unless the land has been designated by the Encumbrancee as a residential allotment). (But see clause 7.3.)

2.2. The Owner must not submit any plans of building works to the Council for its approval until it has obtained the approval of the Encumbrancee.

2.3. Any application that is lodged by the Owner for approval pursuant to clause 2.1 must be accompanied by such plans, specifications and other information as is reasonably required by the Encumbrancee. In addition each application must be accompanied by payment of any applicable fees set by the Encumbrancee to cover the Encumbrancee's reasonable administrative costs for processing of applications. The application fees:

- 2.3.1. may be varied by the Encumbrancee from time to time;
- 2.3.2. but are not applicable to any application relating to the initial development of the land.

3. **Design Guidelines**

3.1. The Encumbrancee will not act unreasonably in refusing any approval or imposing any condition of approval under clause 2. But a refusal or a condition cannot be deemed unreasonable if -

- 3.1.1. the proposal as submitted is contrary to any provision in the Design Guidelines; or
- 3.1.2. a corporate member of the Planning Institute of Australia certifies that the proposed works would have an adverse effect upon the development, appearance, health or amenity of the locality in which the land is situated or upon any part of that locality.

3.2. If the land is used for residential purposes, the following items do not require approval under clause 2, but nevertheless must comply with the applicable requirements as set out in the Design Guidelines:

- 3.2.1. clotheslines;

- 3.2.2 solar water heaters;
- 3.2.3 airconditioners;
- 3.2.4 antennae (including satellite dishes);
- 3.2.5 letterboxes;
- 3.2.6 driveways;
- 3.2.7 rainwater tanks.

4. **Dual Reticulation Network**

- 4.1. The Owner:
 - 4.1.1. must not erect (or cause, suffer or permit the erection of) a building or structure (except for a domestic outbuilding or other structure of such a kind as would not normally incorporate a reticulated water supply) unless a dual reticulation network is constructed on the land and is connected to the building or structure; and
 - 4.1.2. must not permit the dual reticulation network to be removed or disconnected, or to fall into disrepair.
- 4.2. In this clause, "dual reticulation network" means a water reticulation network which is designed and constructed:
 - 4.2.1. so as to enable reclaimed water to be distributed from the boundary of the land for use for external irrigation and toilet flushing on the land; and
 - 4.2.2. in accordance with all relevant Australian Standards and regulatory requirements; and
 - 4.2.3. in accordance with the requirements of any Land Management Agreement which may be noted on the Certificate of Title to the land pursuant to the provisions of the Development Act 1993.

5. **No land division without Encumbrancee's approval**

The Owner must not divide the land except with the prior written approval of the Encumbrancee.

6. **Planning laws**

- 6.1. The land must not be used or developed except in accordance with -
 - 6.1.1. any laws relating to planning from time to time in force; and
 - 6.1.2. the conditions of any relevant consent or approval given by any Council or other relevant planning authority.
- 6.2. Any approval granted by the Encumbrancee does not constitute an agreement or representation as to adequacy, suitability or fitness of the proposal, plans or specifications so approved, nor that the Council will grant its approval. The Owner acknowledges that the Owner will not place any reliance on the Encumbrancee's approval, whether for the purposes of planning or zoning laws or otherwise.

7. **No delay**

- 7.1. The Owner must not permit any undue delay to occur in the commencement or completion of any works approved under clause 2;
- 7.2. The Owner must not permit the commencement or the completion of the construction of a dwelling (or, if the Encumbrancee has approved a non-residential use, a building consistent with the approved use), approved by the Encumbrancee in accordance with clause 2, on the land to be delayed beyond time limits of:
 - 7.2.1. twelve (12) months (for commencement); and
 - 7.2.2. three (3) years (for completion),

after the date of this instrument (or such further time as the Encumbrancee in its absolute discretion may agree in writing with the Owner).

- 7.3. The Owner must not permit the completion of landscaping on the land to be delayed beyond the applicable time limit as set out below (or such longer period as the Encumbrancee allows, by notice in writing to the Owner):
 - 7.3.1. if the land has been designated by the Encumbrancee as a residential allotment, then the time limit for the establishment, to the reasonable satisfaction of the Encumbrancee, of a garden (including landscaping and associated pavements) between the front of the dwelling and the adjacent road boundary is a period of twelve (12) months after the completion of the dwelling;
 - 7.3.2. in any other case the time limit for completion of landscaping, to the reasonable satisfaction of the Encumbrancee, on the land is 30 days following the date of occupancy or substantial completion of any building on the land, whichever first occurs (provided that the Owner also must comply with the obligations in clause 2.1.7).

8. Option to buy back

If the construction of a dwelling (or other building as referred to in clause 7.2) approved by the Encumbrancee is not commenced on the land before the expiry of the time limit stated in clause 7.2.1 or, having been commenced, is not completed within the time limit stated in clause 7.2.2 (or within such further times as the Encumbrancee may agree in writing with the Owner), then the following provisions will apply:-

- 8.1 The Encumbrancee may request the Owner to transfer the land to the Encumbrancee or its nominee. The request may be made at any time after the expiry of the time limit, unless by that time the construction of a dwelling has commenced.
- 8.2 The Encumbrancee may, in its sole discretion, determine a price for the transfer of the land (being not less than the gross sale price of the land to the Owner less 10%).
- 8.3 The Owner must, within one calendar month after the date of a request under clause 8.1, transfer an estate in fee simple in the land in accordance with the request, subject only to this encumbrance.
- 8.4 The Owner must promptly execute all relevant documentation submitted to it by the Encumbrancee for the purpose of giving effect to the transfer.
- 8.5 Rates, taxes and all other outgoings relating to of the land will be adjusted to the date of settlement of the transfer. All costs associated with the transfer will be borne by the Encumbrancee or its nominee.
- 8.6 The price fixed by the Encumbrancee will be payable to the Owner on settlement.

9. No sale or lease before building is completed

- 9.1 Subject to clause 16 and this clause, the Owner must not lease, sell, advertise for lease or sale, or transfer the land unless:
 - 9.1.1. a dwelling (or, if the Encumbrancee has approved a non-residential use, a building consistent with the approved use), approved by the Encumbrancee under clause 2.1, has been completed upon the land; or
 - 9.1.2. the Encumbrancee has consented in writing to the lease, sale, advertising or transfer.
- 9.2. If a dwelling (or other building referred to in clause 9.1), approved by the Encumbrancee under clause 1.1, has not been completed on the land and the Owner desires to transfer the land, then the following provisions will apply:
 - 9.2.1. The Encumbrancee has the option of re-purchasing the land, subject only to this Encumbrancee, for a price fixed by the Encumbrancee in the same manner as set out in clause 8.2.

- 9.2.2 The Owner must make an offer in writing to the Encumbrancee to sell the land to the Encumbrancee or its nominee for the price fixed by the Encumbrancee. The offer will remain open for acceptance for one calendar month after the date of service of the offer.
- 9.2.3 If the offer is accepted then –
 - the Owner must sell the land to the Encumbrancee or its nominee upon the terms stated in this clause;
 - settlement will be effected within one calendar month from the date of acceptance;
 - the Owner must promptly execute all relevant documentation submitted to it by the Encumbrancee;
 - rates, taxes and all other outgoings relating to the land will be adjusted to the date of settlement;
 - all costs associated with the transfer will be borne by the Encumbrancee or its nominee; and
 - the price fixed by the Encumbrancee will be payable on settlement.
- 9.2.4 Until the expiry of the period stated in clause 9.2.2, the Owner must not transfer or agree to transfer the land to any other person (unless in the meantime the Encumbrancee, in writing, unconditionally declines the offer).
- 9.2.5 This clause does not prevent a transfer of the land, upon the death of the Owner, to a person entitled to land under the will or upon the intestacy of the Owner.

9.3 If a dwelling (or other building as referred to in clause 9.1), approved by the Encumbrancee under clause 2.1 has not been completed on the land and the Owner causes or permits the land to be advertised for sale without first complying with clause 8.2, then the following provisions will apply:-

- 9.3.1 The Encumbrancee may exercise its option to purchase the land for a price fixed by the Encumbrancee in the same manner as set out in clause 8.2 on the same terms and conditions as set out in clause 9.2.
- 9.3.2 The option must be exercised by notice in writing served on the Owner within one calendar month of the date on which the Encumbrancee becomes aware that the land has been advertised for sale. (A certificate under the hand of a manager or secretary or other senior officer of the Encumbrancee shall be conclusive evidence of such date).
- 9.3.3 Settlement must be effected within two calendar months of the exercise of the option.

10. Not to fail to maintain

- 10.1 The Owner must not allow:
 - 10.1.1 the state of repair of the land, any building, structure or improvement on the land or of any painted surface; or
 - 10.1.2 the general state of tidiness or cleanliness of the land or of any building, structure or improvement on the land; or
 - 10.1.3 the maintenance of the landscaping, paving and car parking areas on the land, to fall below a standard that is acceptable to the Encumbrancee.
- 10.2 The Encumbrancee must act in good faith in determining the standard acceptable to it for the purposes of this clause.
- 10.3 The Owner must not permit any carparking area to be used other than for vehicle parking.

10.4 The Owner must not permit any rubbish bin or similar receptacle to be placed between the front of any building erected on the land and the street alignment (except that a bin may be so placed immediately before being emptied or removed).

11. Vehicle Parking

The Owner must not cause, suffer or permit any vehicle of a recreational nature (eg caravan, boat, campervan, etc) or a commercial nature (eg truck, bus, van, etc) to be parked between the front building line of any dwelling on the land and the road boundary (or boundaries) of the land (except on an irregular and infrequent basis) or to be parked anywhere else on the land so as to be visible from the street or from any other public place.

12. Notice to rectify breach

12.1 The Encumbrancee, or a servant, agent or contractor of the Encumbrancee, may enter the land at any time, (after giving at least 24 hours notice to the Owner), for the purpose of inspecting the land to determine whether any of the Owner's obligations under this instrument has been breached. The Owner must not do (nor cause nor permit the doing of) anything to obstruct or hinder such entry or inspection.

12.2 If the Encumbrancee serves a written notice upon the Owner specifying a breach of any of the Owner's obligations under any of the foregoing clauses; and

12.3 the Owner fails to remedy the breach within one calendar month from the date of service of the notice, then

12.4 the Encumbrancee its servants, agents and contractors may enter the land and may take such action as the Encumbrancee deems necessary to remedy the breach; and

12.5 the Encumbrancee may recover from the Owner, in any court of competent jurisdiction, the costs incurred in remedying the breach.

13. Acknowledgment of building scheme

The Owner acknowledges for the Owner and the Owner's successors in title –

13.1 that the foregoing covenants are entered into and undertaken for the purposes of the Encumbrancee's scheme of development for the lands comprised in the Development Zone; and

13.2 that the Encumbrancee has warranted that it has required, and will continue to require, each purchaser of land in the Development Zone, as a condition of its sale, to execute an instrument in substantially similar form to this instrument and containing substantially similar covenants and other stipulations.

14. Waiver

14.1 The Encumbrancee, in its absolute discretion, may at any time modify, waive or release:-

14.1.1 any of the foregoing covenants; or

14.1.2 any covenants or stipulations contained in the Encumbrance Building and Development Requirements or in any other instrument relating to the land; or

14.1.3 any of the covenants contained in any similar instrument relating to any other land in the said Development Zone (regardless of whether the instrument was entered before or after this instrument).

14.2 A modification, waiver or release under clause 14.1.3 does not release the Owner from any of the covenants or stipulations referred to in clause 14.1.1 or 14.1.2.

15. Release of Owner upon sale

Once a building has been completed on the land in accordance with the terms of the approval required under clause 1.1, the following provisions will apply –

- 15.1 The rent charge and covenants contained in this instrument will be binding only upon the registered proprietor for the time being of the land.
- 15.2 Subject to clause 15.3, 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.
- 15.3 Despite a transfer as referred to in clause 15.2, the rights of the Encumbrancee will be preserved against any former registered proprietor, in relation to a breach of this Encumbrance which occurred either before the transfer or by reason of the transfer.

16. Sunset clause

The rights and obligations of the Encumbrancee (but not those of any person claiming under the Encumbrancee as purchasers of any land in the Development Zone) will cease from whichever of the following dates occurs first:-

- 16.1 a date two years after the practical completion of an approved building upon the last remaining vacant allotment in the Development Zone (excluding any allotment upon which no building is permitted to be erected); or
- 16.2 the 1st day of January 2013.

17. Service of notices

- 17.1 A notice may be served on the Owner either:
 - 17.1.1 by posting the notice in a prepaid envelope to the last known address of the Owner; or
 - 17.1.2 if a building has been erected on the land, by leaving the notice at or attached to the dwelling.
- 17.2 A Notice may be served on the Encumbrancee by being left at or posted in a prepaid envelope addressed to the Encumbrancee at its registered office in South Australia.
- 17.3 A notice served by post is deemed to have been served two (2) business days after posting.

18. Interpretation

- 18.1 In this instrument:-
 - 18.1.1 a reference to any gender includes all genders;
 - 18.1.2 the singular includes the plural and vice versa;
 - 18.1.3 a reference to a person includes a body corporate and vice versa;
 - 18.1.4 a reference to a party includes the heirs, executors, successors or assigns of that party;
 - 18.1.5 "the Owner" includes the Encumbrancer and each successive registered proprietor of the land (and, if there are two or more Owners at any time, the liability of those persons is joint and several);
 - 18.1.6 "the Development Zone" means the whole of the land comprised, or previously comprised, in allotment 1001 in Deposited Plan DP71340;
 - 18.1.7 "the land" means the land subject to this instrument and includes any part of the land;
 - 18.1.8 "Design Guidelines" means the Design Guidelines for Seaford Meadows (including precincts within Seaford Meadows) published by the Encumbrancee, which may include provisions reflecting the desired characters of particular precincts and may be varied from time to time by the Encumbrancee;
 - 18.1.9 "Council" means the local government body for the area in which the land is situated;

18.1.10 the construction of a building on the land will not be deemed to have commenced until footings for the building have been completed in accordance with an approval given by the Encumbrancee under clause 1.1;

18.1.11 a reference to the completion of a building or similar expression used in this Encumbrance means the Stage where the building work is complete except for minor omissions and minor defects:-

- which do not prevent the building from being reasonably capable of being used for its intended purpose; and
- rectification of which will not prejudice the convenient use of the building; and
- all work on the external facade and other external surfaces of the building is complete and all defects and minor omissions have been rectified.

18.2 Nothing in this instrument prejudices:-

18.2.1 the entitlement of the Encumbrancee to all the powers, rights and remedies given to Encumbrancees under statute law or common law; or

18.2.2 the rights of the Encumbrancee (or of any other person) to an injunction or to damages in respect of a breach of any covenant by the Owner (or a previous Owner).

18.3 The burden of proving compliance with the covenants in this instrument lies on the Owner.

Orig. AG 10641639



59
11:28 14-Feb-2007

1 of 1 Fees: \$104.00

Series No.

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1886

Solicitor/Registered Conveyancer/Applicant

AGENT CODE

Lodged by: NORMAN WATERHOUSE NWAM

Correction to: NORMAN WATERHOUSE NWAM
0255890\MWH0800138.doc

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

1. CT 5970/341 ✓
2.
3.
4.

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

1.
2.
3.
4.

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

ITEM(S)	AGENT CODE
CT 5970/341	BSAB 76

255890\MWH0800138.doc

LANDS TITLES REGISTRATION

OFFICE

SOUTH AUSTRALIA

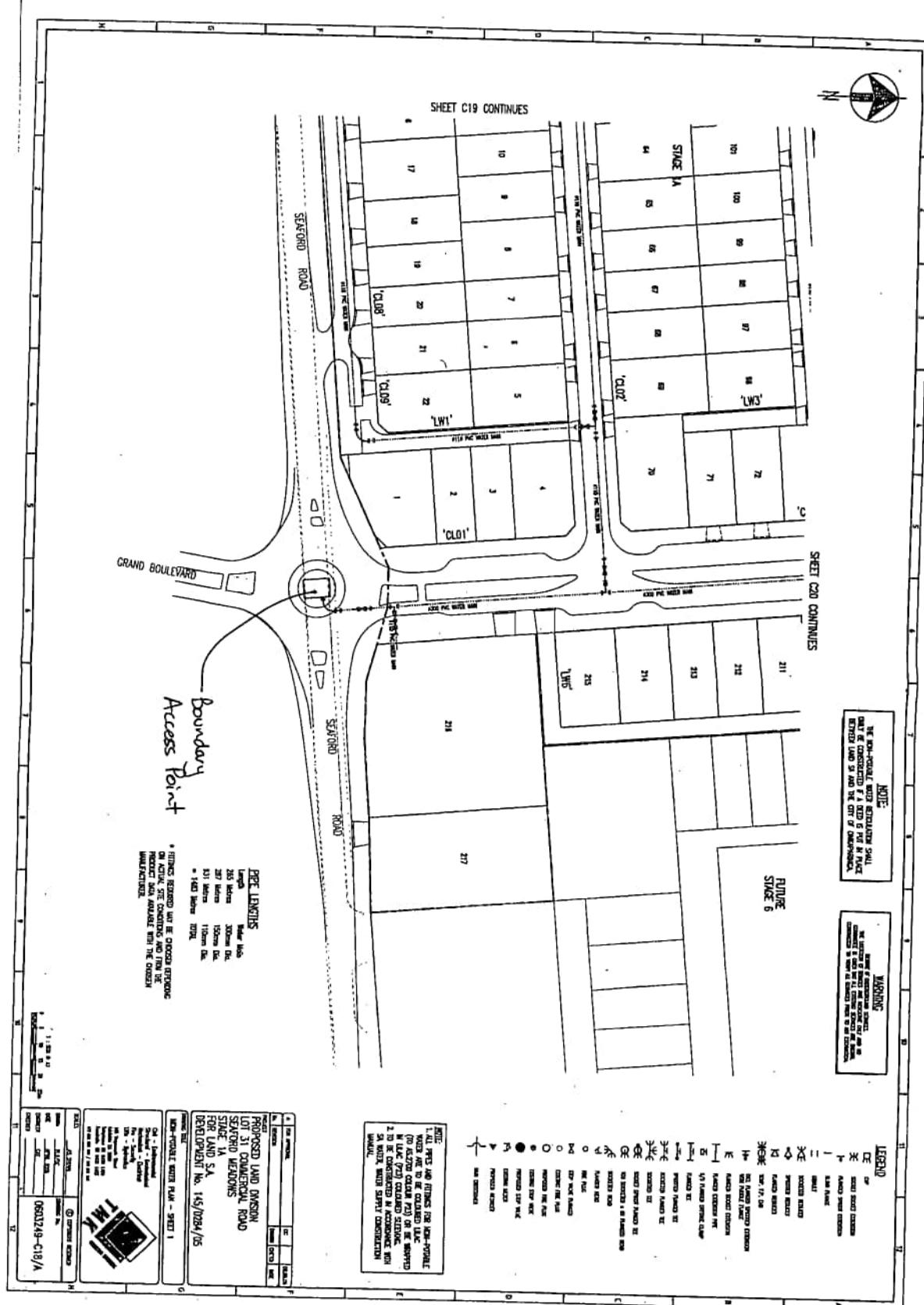
FORM APPROVED BY THE REGISTRAR-GENERAL

**BELOW THIS LINE FOR OFFICE &
STAMP DUTY PURPOSES ONLY**

CORRECTION RN13 6/3/07	PASSED 
REGISTERED 	19 APR 2007
pro	

ANNEXURE C

BOUNDARY ACCESS POINT



Insert type of document APPLICATION TO NOTE LAND MANAGEMENT AGREEMENT
here (Pursuant to s 57(5) of the Development Act 1993)

To the Registrar-General:

1. CITY OF ONKAPARINGA ("the Council") of Ramsay Place, Noarlunga Centre, SA, 5168 has entered into the attached Land Management Agreement dated 25 October 2006 ("the Agreement") with LANDSA PTY LTD, FAIRMONT HOMES GROUP PTY LTD and MSP PROPERTY HOLDINGS PTY LTD all of 21 North Terrace Adelaide SA 5000 pursuant to s 57(2) of the Development Act 1993 ("the Act").
2. The Agreement relates to the whole of the land comprised in Certificate of Title Register Book Volume 5970 Folio 341 ("the land").

NOW THEREFORE the Council applies pursuant to s 57(5) of the Act to note the Agreement against the land.

DATED the 25th day of October 2006

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

Leanne Roseberry Mayor

..... Chief Executive Officer



THIS DEED is made the 25th day of October 2006

BETWEEN: **CITY OF ONKAPARINGA** of Ramsay Place, Noarlunga Centre, SA, 5168 (hereinafter with its successors and assigns called "the Council") of the one part

AND: **LANDSA PTY LTD, FAIRMONT HOMES GROUP PTY LTD and MSP PROPERTY HOLDINGS PTY LTD** all of 21 North Terrace Adelaide SA 5000 (hereinafter with each of their executors administrators successors and assigns as the case may be collectively called "the Owner") of the other part

Revenue SA -- Stamp Duty
ABN 19 040 349 865

Doc Code EX
RevNetID 113736541

RECITALS:

- A. The Owner is the proprietor of an estate in fee simple comprised in Certificate of Title Register Book Volume 5970 Folio 341n (hereinafter called "the Land");
- B. The Council along with Willunga Basin Water Company Pty Ltd, SA Water, Flinders University of SA, Department of Health, Environment Protection Authority, Department of Water, Land and Biodiversity Conservation and the Adelaide and Mount Lofty Ranges Natural Resource Management Board has been working on the Water Proofing the South Strategy project for a number of years.
- C. The Water Proofing the South strategy (which includes the proposal for the provision of reclaimed water to the Seaford Meadows Development) was submitted to the Federal Government seeking funding the National Water Initiative in June 2006 and the submission is based on the National Water Initiative guidelines.
- D. The Owner, in accordance with the provisions of the Development Act, 1993 (hereinafter called "the Act"), intends to develop the Land subject to the Owner obtaining development approval for any proposed development (hereinafter called "the proposed Development");
- E. Pursuant to the provisions of Section 57(2) of the Act the Owner has agreed with the Council to enter into this Deed relating to the development management preservation and conservation of the Land and in particular in relation to the application of sustainable principles to the Proposed Development subject to the terms and conditions hereinafter mentioned.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

- 1.1 The parties acknowledge that the matters recited above are true and accurate and agree that they shall form part of the terms of this Deed.
- 1.2 In the interpretation of this Deed unless the context shall otherwise require or admit:

- 1.2.1 “Boundary Access Point” means the point near the intersection of Grand Boulevard and Seaford Road so identified on the plan attached as Annexure C or such other point as is agreed in writing between the parties;
- 1.2.2 “Consumer Access Point” means the point on the boundary of each allotment forming part of the Land (whether currently in existence or created in the future) at which the Pipeline System is intended to deliver Reclaimed Water to that allotment;
- 1.2.3 “Energy Efficiency Guidelines” means the guidelines attached as Annexure B;
- 1.2.4 “EPA” means the Environment Protection Authority constituted under the Environment Protection Act 1993;
- 1.2.5 “Land” shall include any part or parts of the Land;
- 1.2.6 “Lilac Reticulation Network” has the meaning given to that term in clause 4;
- 1.2.7 “Owner’s Infrastructure” means any infrastructure on the Land which impacts in any way the Lilac Reticulation Network;
- 1.2.8 “Pipeline System” means the distribution network which runs through the Boundary Access Point and which is owned by a third party and through which a third party will distribute Reclaimed Water to allotments forming part of the Land (whether currently in existence or created in the future) at the Consumer Access Points;
- 1.2.9 “Reclaimed Water” means the water treated to an appropriate quality defined in the Reclaimed Water Guidelines for use for toilet flushing and external irrigation on the Land;
- 1.2.10 “Reclaimed Water Guidelines” means the South Australian Reclaimed Water Guidelines prepared by the Department of Human Service and the Environment Protection Agency published in April 1999;
- 1.2.11 “Treated Water Licence” means the licence issued by the EPA to a third party in relation to the delivery of Reclaimed Water through the Pipeline System;
- 1.2.12 Words and phrases used in this Deed which are defined in the Development Act 1993 or in the Regulations made under the Act shall have the meanings ascribed to them by the Act or the Regulations as the case may be;
- 1.2.13 References to any statute or subordinate legislation shall include all statutes and subordinate legislation amending consolidating or replacing the statute or subordinate legislation referred to;

- 1.2.14 The term "the Owner" where the Owner is a company includes its successors, assigns and transferees and where the Owner is a person, includes his heirs, executors, administrators and transferees and where the Owner consists of more than one person or company the term includes each and every one or more of such persons or companies jointly and each of them severally and their respective successors, assigns, heirs, executors, administrators and transferees of the companies or persons being registered or entitled to be registered as the proprietor of an estate in fee simple to the Land or to each and every one of all separate allotments into which the Land may be divided after the date of this Deed subject however to such encumbrances, liens and interests as are registered and notified by memoranda endorsed on the Certificate of Title thereof;
- 1.2.15 The term "person" shall include a corporate body;
- 1.2.16 Any term which is defined in the statement of the names and descriptions of the parties or in the Recitals shall have the meaning there defined;
- 1.2.17 Words importing the singular number or plural number shall be deemed to include the plural number and the singular number respectively;
- 1.2.18 Words importing any gender shall include every gender;
- 1.2.19 Where two or more persons are bound hereunder to observe or perform any obligation or agreement whether express or implied then they shall be bound jointly and each of them severally.

- 1.3 Clause headings are provided for reference purposes only and shall not be resorted to in the interpretation of this Deed.
- 1.4 The requirements of this Deed are at all times to be construed as additional to the requirements of the Act and any other legislation affecting the Land.

2. OWNER'S OBLIGATIONS

The Owner hereby agrees that:

- 2.1 **Reclaimed Water**
 - 2.1.1 The Owner must ensure that the Lilac Reticulation Network is constructed to such standard as is reasonably required by a party acting under statutory or contractual authority or by law or regulations as part of the proposed Development and that all:
 - 2.1.1.1 allotments created on the Land; and
 - 2.1.1.2 all buildings and structures (except for domestic outbuildings and other structures of such a kind which would not normally incorporate a reticulated water supply) on the Land (as

reasonably required by a party acting under statutory or contractual authority or by law or regulations as part of the proposed Development);

are connected to the Pipeline System;

- 2.1.2 The Owner must ensure that any existing or proposed design, construction and installation of the Owner's Infrastructure complies at all times and in all ways with any relevant requirements of SA Water. The Owner must comply with reasonable requests for information by a party acting under statutory authority or by law or regulations as part of the proposed Development about the Owner's Infrastructure;
- 2.1.3 The Owner must repair, maintain and if necessary replace the Owner's Infrastructure to a good quality standard or as otherwise reasonably directed by an appropriately authorised person or by law or regulations and otherwise to comply with any of the requirements of the EPA, or the Department of Health;
- 2.1.4 The Owner must allow any appropriately authorised person to enter the Land at all times to enable the supplier of Reclaimed Water to comply with its obligations under the Treated Water Licence and the Department of Health approval;
- 2.1.5 The Owner must allow any appropriately authorised person to enter the Land for the purposes of an emergency relating to the Lilac Reticulation Network or the Owner's Infrastructure; and
- 2.1.6 The Owner must comply with the relevant Australian Standards by ensuring that upon installation the Owner's Infrastructure is the appropriate colour warning of the use of Reclaimed Water.
- 2.1.7 The Owner acknowledges that there may be period during which Reclaimed Water is not available to be supplied to the Land through the Pipeline System. If this is the case, potable water will be supplied to the Land through the Pipeline System, but the Owner acknowledges that the Owner will be responsible for the payment of any costs relating to such supply of potable water to the Land through the Pipeline System.

2.2 Energy Efficiency

- 2.2.1 The Owner must ensure that the Proposed Development which occurs on the Land is undertaken in accordance with the Energy Efficiency Guidelines and in any event is designed and installed to such standard as is reasonably required by the Council, a third party or by law or regulations and that all buildings and structures on the Land comply with the said Energy Efficiency Guidelines.

2.2.2 The Owner must comply with the relevant Australian Standards in relation to the installation of any electrical componentry or any other item as part of the Owner's compliance with clause 2.2.1.

3. COUNCIL'S OBLIGATIONS

3.1 Reclaimed Water

3.1.1 The Council must use its best endeavours to facilitate a third party to construct, install, repair and maintain the Pipeline System up to the Consumer Access Point.

3.1.2 The supplier must procure the supply, through the Pipeline System, of Reclaimed Water to the Consumer Access Point at a retail cost to the Owner of not more than the retail cost of potable water charged by SA Water from time to time.

4. LILAC RETICULATION NETWORK

4.1 In this Deed, "Lilac Reticulation Network" means a water reticulation network which is designed and constructed on the Land to enable Reclaimed Water distributed from the Pipeline System to be used for external irrigation and toilet flushing on the Land, while complying with all necessary Australian Standards and regulatory requirements.

4.2 For the purposes of this Deed, the Lilac Reticulation Network will only be deemed to be completed when the Owner gives written notice to the Council together with a certificate of completion of works in the form of the certificate set out in Annexure A stating that the relevant engineer is of the view that the Lilac Reticulation Network has been constructed in accordance with the plans and specifications reasonably required by the Council and otherwise complies with the various warranties set out in the certificate set out in Annexure A.

4.3 The parties agree that in the event that the Land is developed through the construction of more than one allotment, building or structure on it, then each and every one of those allotments, buildings and structures must, by means of the Lilac Reticulation Network, be connected to the Pipeline System and such infrastructure must be certified in accordance with clause 4.2.

5. FURTHER DEVELOPMENT

5.1 Reclaimed Water

The Owner expressly acknowledges that any development of the Land (other than development which occurs concurrently with the installation of the Lilac Reticulation Network) before the Council has certified that the Lilac Reticulation Network is completed in accordance with clause 4.2 will result in the Owner being in breach of this Deed and, thereby, the Act.

5.2 Energy Efficiency

The Owner expressly acknowledges that any development of the Land must be in accordance with the Energy Efficiency Guidelines.

6. RESTRICTION ON LEASING AND OTHER DEALINGS

The Owner shall not grant any lease licence easement or other right of any nature whatsoever which may give any person the right to possession or control of or entry on to the Land which right would enable such person to breach any of the obligations imposed on the Owner by this Deed unless such grant:

- 6.1 is expressed in writing;
- 6.2 is made with the previous written consent of the Council; and
- 6.3 contains as an essential term a covenant by the grantee not to do or omit to do (or suffer or permit any other person to do or omit to do) any act matter or thing which would constitute a breach by the Owner of the Owner's obligations under this Deed.

7. COUNCIL'S POWERS OF ENTRY, ETC

- 7.1 The Council and any employee or agent of the Council authorised by the Council may at any reasonable time enter the Land for the purpose of:
 - 7.1.1 inspecting the Land and any building or structure thereupon;
 - 7.1.2 exercising any other powers of the Council under this Deed or pursuant to law.
- 7.2 If the Owner is in breach of any provision of this Deed, the Council may, by notice in writing served on the Owner, specify the nature of the breach and require the Owner to remedy the breach within such time as may be nominated by the Council in the notice (being not less than twenty eight (28) days from the date of service of the notice) and if the Owner fails so to remedy the breach, the Council or its servants or agents may carry out the requirements of the notice and in doing so may enter and perform any necessary works upon the Land and recover any costs thereby incurred from the Owner.
- 7.3 If in a notice referred to in Clause 7.2 the Council requires the removal of the building or structure from the Land the Council and its servants or agents are hereby authorised and empowered by the Owner to enter and remove the building or structure from the Land and to dispose of it in any manner determined by the Council provided that if the building or structure shall have any monetary value then the Council shall use its best endeavours to realise that monetary value and shall after the disposal account to the Owner and pay to him the realised value less all expenses incurred.
- 7.4 The Council may delegate any of its powers under this Deed to any person.

8. VARIATION AND WAIVER

- 8.1 This Deed may not be varied except by a Supplementary Deed signed by the Council and the Owner.
- 8.2 The Council may waive compliance by the Owner with the whole or any part of the obligations on the Owner's part herein contained provided that no such waiver shall be effective unless expressed in writing and signed by the Council.

9. NOTICES

Notice shall for the purposes of this Deed be properly served on the Owner if it is:

- 9.1 posted to the Owner's last address known to the Council; or
- 9.2 affixed in a prominent position on the Land.

10. COSTS

The Owner hereby indemnifies the Council and agrees to keep it forever indemnified in respect of the whole of its costs and expenses (including without limitation legal costs and expenses) of and incidental to the negotiation preparation stamping and registration of this Deed.

11. REGISTRATION OF THIS DEED

Each party shall do and execute all such acts documents and things as shall be necessary to ensure that as soon as is possible after the execution of this Deed by all necessary parties this Deed is registered and a memorial thereof entered on the Certificate of Title for the Land pursuant to the provisions of Section 57(5) of the Act in priority to any other registrable interest in the Land save and except for the estate and interest of the Owner therein.

12. GOVERNING LAW

The law governing the interpretation and implementation of the provisions of this Deed shall be the law of South Australia.

13. GENERAL PROVISIONS

- 13.1 If any provision of this Deed shall be found by a court of competent jurisdiction to be invalid or unenforceable in law THEN and in such case the parties hereby request and direct such court to sever such provision from this Deed.
- 13.2 This Deed contains the whole agreement between the parties in respect of the matters referred to herein.

EXECUTED as a deed

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

Lorraine Resenby Mayor
..... Chief Executive Officer



EXECUTED by **LANDSA PTY LTD** in accordance with Section 127(1) of the Corporations Act by the authority of its directors:

DAVID PICKARD
Print Name of Director

.....
Signature of Director

BRETT GRAHAM
Print Name of Director/Secretary

.....
Signature of Director/Secretary

EXECUTED by **FAIRMONT HOMES GROUP PTY LTD** in accordance with Section 127(1) of the Corporations Act by the authority of its directors:

DAVID PICKARD
Print Name of Director

.....
Signature of Director

BRETT GRAHAM
Print Name of Director/Secretary

.....
Signature of Director/Secretary

EXECUTED by **MSP PROPERTY HOLDINGS PTY LTD** in accordance with Section 127(1) of the Corporations Act by the authority of its directors:

.....
Print Name of Director

.....
Signature of Director

MARK PICKARD
Print Name of Director/Secretary

Sole

.....
Signature of Director/Secretary

MP/M/S
Sole

LAND MANAGEMENT CORPORATION being a person with a legal interest in the Land by registered Encumbrance No 10501326 **HEREBY CONSENTS** to the Owner entering into this Deed.

SIGNED FOR AND ON
BEHALF OF (LAND)
MANAGEMENT CORPORATION
By its Duly AUTHORISED
OFFICER



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SOUTH AUSTRALIAN HOUSING TRUST being a person with a legal interest in the Land by registered Encumbrance No 10501326 **HEREBY CONSENTS** to the Owner entering into this Deed.

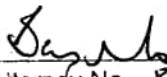


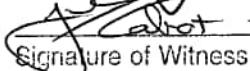
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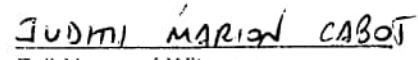
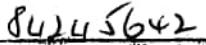
ST GEORGE BANK LTD being a person with a legal interest in the Land by registered Mortgage No 10501327 **HEREBY CONSENTS** to the Owner entering into this Deed.

St.George Bank Limited
Of 97 King William St Adelaide
ACN 055 513 070


Power of Attorney No. 8459031


Signature of Witness

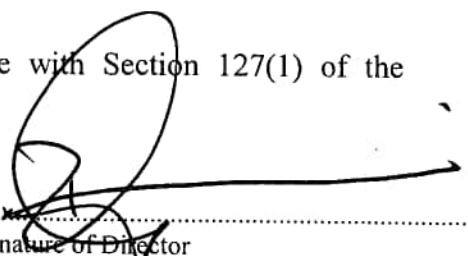
By its Attorney
PAUL SAWCZENKO
who certifies that he is the
Commerical Securities Officer
of the Bank


Full Name of Witness
97 King William Street, Adelaide
Address

Telephone No.

The Owner **HEREBY CERTIFIES** pursuant to Section 57(4) of the Development Act 1993 that no other person has a legal interest in the Land.

EXECUTED by **LANDSA PTY LTD** in accordance with Section 127(1) of the Corporations Act by the authority of its directors:

.....DAVID.....PICKARD.....
Print Name of Director



.....
Signature of Director

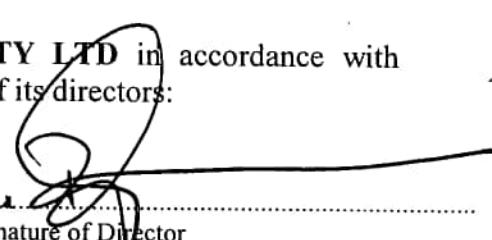
.....BRETT.....GRAHAM.....
Print Name of Director/Secretary



.....
Signature of Director/Secretary

EXECUTED by **FAIRMONT HOMES GROUP PTY LTD** in accordance with Section 127(1) of the Corporations Act by the authority of its directors:

.....DAVID.....PICKARD.....
Print Name of Director



.....
Signature of Director

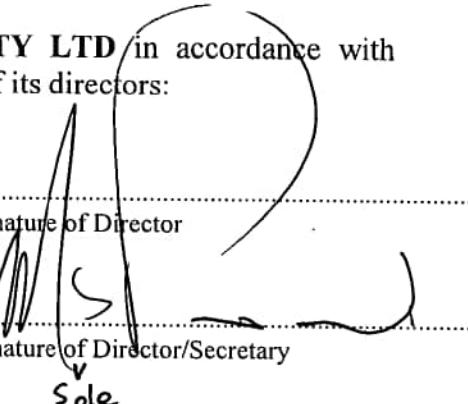
.....BRETT.....GRAHAM.....
Print Name of Director/Secretary



.....
Signature of Director/Secretary

EXECUTED by **MSP PROPERTY HOLDINGS PTY LTD** in accordance with Section 127(1) of the Corporations Act by the authority of its directors:

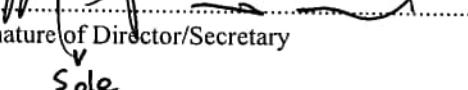
.....
Print Name of Director



.....
Signature of Director

.....MARK S. PICKARD.....
Print Name of Director/Secretary

V
Sole



.....
Signature of Director/Secretary

V
Sole

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ANNEXURE A

CERTIFICATE OF COMPLETION

I, _____, engineer _____ (being the engineer engaged by _____ to certify the completion of the construction of the Lilac Reticulation Network in respect of the land comprised in [insert appropriate reference]) hereby issue this Certificate of Completion of Works for the Lilac Reticulation Network envisaged under the Land Management Agreement by Deed dated the # day of # 200_____ between the Council and _____ ("the Deed") for the construction of the Lilac Reticulation Network as defined in the Deed. This certificate relates to the construction carried out by # as the contractor of the Owner for the Lilac Reticulation Network. The works comprising the Lilac Reticulation Network are technically sound and capable of being maintained as such over a twenty-five (25) year life. I expressly represent and warrant that:-

1. I am a registered engineer and a member of the Institute of Engineers, Australia.
2. I have assessed the construction of the works comprising the Lilac Reticulation Network (including structurally) and this Certificate of Completion of Works represents my conclusions regarding this assessment.
3. The works comprising the Lilac Reticulation Network have been completed in their final form as envisaged under the Deed and the design documentation and no further work, construction, assembly, laying or modification is required except usual maintenance and repair.
4. The works comprising the Lilac Reticulation Network have been constructed in accordance with the design specifications required by the Council.
5. The works comprising the Lilac Reticulation Network have been constructed in accordance with sound engineering practice and constructors of the works comprising the Lilac Reticulation Network have used due care and skill commensurate with an appropriate standard of professionalism.

I acknowledge that the Council is relying, and is entitled to rely, on the representations and warranties made in this Certificate.

DATED the _____ day of _____ 2006

SIGNED by _____)
in the presence of:-)
)
)
.....

Witness

ANNEXURE B

ENERGY EFFICIENCY GUIDELINES

- All buildings on the Land must have electrical systems installed with direct load control.
- All residential buildings on the Land must be designed and constructed to meet or exceed 5+ stars rating using the “Accurate System”.
- All hot water in non-residential buildings on the Land must be supplied by a solar hot water system.
- All non-residential buildings on the Land must have their electricity supply supplemented by a grid connected photovoltaic cell power plant.

Certificate of Title

Title Reference: CT 5989/783

Status: CURRENT

Parent Title(s): CT 5970/341

Dealing(s) Creating Title: RTC 10693316

Title Issued: 09/07/2007

Edition: 4

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
19/11/2025	24/11/2025	14663481	APPLICATION TO NOTE DEATH	REGISTERED	BARBARA HATTON (DECD), LAURENCE ALAN CROSSE
07/05/2010	17/05/2010	11388988	TRANSFER	REGISTERED	LAURENCE ALAN CROSSE, BARBARA HATTON
29/06/2007	16/08/2007	10738041	ENCUMBRANCE	REGISTERED	LANDSA PTY. LTD. (ACN: 079 317 623)
29/06/2007	16/08/2007	10738040	TRANSFER	REGISTERED	HUSSEIN YASHAR DJEMAL, YVONNE MARGARET DJEMAL
14/02/2007	19/04/2007	10641639	AGREEMENT	REGISTERED	CITY OF ONKAPARINGA

AD 14663481

Lodged: 19 November 2025 01:07:59 PM
1 OF 1

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

Registered: 24 November 2025 01:10:03 PM

Form A2
Version 40.5



APPLICATION TO REGISTER DEATH BY SURVIVOR

Responsible Subscriber: TINDALL GASK BENTLEY (EL - PEXA) (E100672)
Customer Reference: SCM253304

ELN Lodgement Case ID: 1517481934
ELN Workspace ID: 14355838

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.

LAND DESCRIPTION

THE WHOLE OF THE LAND IN CT VOLUME 5989 FOLIO 783

ESTATE & INTEREST

FEE SIMPLE

DECEASED JOINT TENANT (Full name)

(a) BARBARA HATTON

who is one and the same person as the registered proprietor of the estate and interest and is named and described in the Register Book as:

(b) BARBARA HATTON

DATE OF DEATH

21 JULY 2025

APPLICANT - SURVIVING JOINT TENANT (Full name and address)

LAURENCE ALAN CROSSE OF 20 MAST AV SEAFORD MEADOWS SA 5169

THE APPLICANT APPLIES TO HAVE THE DEATH OF THE DECEASED REGISTERED ON THE LAND DESCRIBED

DATED 19 NOVEMBER 2025

CERTIFICATION

The Certifier has taken reasonable steps to verify the identity of the applicant 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.

Eric Ronald George Metcalf
Practitioner Certifier
For: TINDALL GASK BENTLEY
On behalf of: LAURENCE ALAN CROSSE

This is a representation of an instrument that was electronically lodged

Receipt No : 0002743584
Admin No : 35393 (96943)

Eckermann Forms
PO BOX 7340 Hutt Street
ADELAIDE SA 5000

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

08 January, 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 5989 Folio 783
Address 20 Mast Avenue, SEAFORD MEADOWS SA 5169

Summary of land use:
Shooting Range

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 *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

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 *Environment Protection Act 1993*)? NO

b)	details of site contamination notified to the EPA under section 83A of the <i>Environment Protection Act 1993</i> ?	NO
c)	a copy of a report of an environmental assessment (whether prepared by the EPA or some other person or body and whether or not required under legislation) that forms part of the information required to be recorded in the public register?	YES
d)	a copy of a site contamination audit report?	NO
e)	details of an agreement for the exclusion or limitation of liability for site contamination to which section 103E of the <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?	NO
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?	NO
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?	YES

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>)?	YES
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: **W2021; SC12358**

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.



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:

2743584

ECKERMANN FORMS
POST OFFICE BOX 7340
HUTT STREET ADELAIDE SA 5000

DATE OF ISSUE

06/01/2026

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NUMBER	OWNERSHIP NAME			
15317481	L A CROSSE & B HATTON			
PROPERTY DESCRIPTION				
20 MAST AVE / SEAFORD MEADOWS SA 5169 / LT 83 D74081				
ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
8613239555	CT 5989/783	\$820,000.00	R4 1.000	RE 0.400
LEVY DETAILS:		FIXED CHARGE	\$	50.00
		+ VARIABLE CHARGE	\$	277.45
FINANCIAL YEAR		- REMISSION	\$	218.75
2025-2026		- CONCESSION	\$	46.00
		+ ARREARS / - PAYMENTS	\$	-62.70
		= <u>AMOUNT PAYABLE</u>	\$	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

06/04/2026



**Government of
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Biller Code: 456285 Ref: 7013016212</p> <p>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</p> <p><small>© Registered to BPAY Pty Ltd ABN 69 079 137 518</small></p>	 <p>To pay via the internet go to: www.revenuesaonline.sa.gov.au</p>	 <p>Send your cheque or money order, made payable to the Community Emergency Services Fund, along with this Payment Remittance Advice to:</p> <p>Please refer below.</p> <p>Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
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ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.



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: 2743584

ECKERMANN FORMS
POST OFFICE BOX 7340
HUTT STREET ADELAIDE SA 5000

DATE OF ISSUE

06/01/2026

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NAME
L A CROSSE & B HATTON

FINANCIAL YEAR
2025-2026

PROPERTY DESCRIPTION

20 MAST AVE / SEAFORD MEADOWS SA 5169 / LT 83 D74081

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
8613239555	CT 5989/783	\$370,000.00	0.0540 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 06/04/2026



**Government of
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

No payment is required on this Certificate

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 Biller Code: 456293 Ref: 7013016121		
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 <small>® Registered to BPAY Pty Ltd ABN 69 079 137 518</small>	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

Account Number L.T.O Reference Date of issue Agent No. Receipt No.
86 13239 55 5 CT5989783 7/1/2026 7793 2743584

ECKERMANN FORMS
PO BOX 191
CAMPBELLTOWN SA 5074
searches@eckermannforms.com

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: L A CROSSE
Location: 20 MAST AVE SEAFORD MEADOWS LT 83 D74081
Description: 8EHDG V **Capital** \$ 820 000
Value:
Rating: Residential

Periodic charges

Raised in current years to 31/12/2025

		\$	
	Arrears as at: 30/6/2025	134.14	
Water main available:	13/12/2007	Water rates	164.60
Sewer main available:	13/12/2007	Sewer rates	241.90
		Water use	18.67
		SA Govt concession	232.00CR
		Recycled Water Use	14.68
		Service Rent	0.00
		Recycled Service Rent	0.00
		Other charges	0.00
		Goods and Services Tax	0.00
		Amount paid	341.99CR
		Balance outstanding	0.00

Degree of concession: 100.00% Date granted: 7/5/2010
Recovery action taken: FULLY PAID

Next quarterly charges: Water supply: 82.30 Sewer: 120.95 Bill: 11/3/2026

This account is in a recycled water scheme. For all enquiries relating to this please call 1300 650 950 This Account is billed four times yearly for water use charges.

The last Water Use Year ended on 29/05/2025.

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



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 advises this property is currently subject to an Encumbrance as at the date of issue of this certificate.



South Australian Water Corporation

Name:
L A CROSSE

Water & Sewer Account
Acct. No.: **86 13239 55 5**

Amount: _____

Address:
20 MAST AVE SEAFORD MEADOWS LT
83 D74081

Payment Options

EFT**EFT Payment**

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	8613239555



Biller code: 8888
Ref: 8613239555

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: 8613239555



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

Encumbrance No: 253753
Account No: 8613239555
Enquiries: K Claridge
Office Hours: 8:30am to 5:00pm
Telephone: (08) 7424 1317
Fax No: (08) 7003 1317

Date: 19/10/2010

MR HY & MRS YM DJEMAL
176 CROSS RD
MALVERN SA 5061

NOTICE OF ENCUMBRANCE

You are hereby notified that an encumbrance has been placed on the following property:
LT 83 D74081 MAST AVE SEAFORD MEADOWS

Recycled Water Supply Agreement

Terms and Conditions of Supply

Section 37 of the Waterworks Act 1932 entitles SA Water to enter into a Recycled Water Supply Agreement with the owner or occupier of land (the Customer) for the supply of water at rates which are different to the water rates set by the Minister under the Act and on such terms and subject to conditions determined by SA Water from time to time.

Under this Agreement, we offer to supply you with recycled water from the Recycled Water System for approved uses on your property, and you agree to accept that supply subject to the terms and conditions determined by or under this Agreement and the Waterworks Act 1932.

You may accept the terms and conditions of this Agreement by:

- Taking recycled water from a metered connection; or
- Paying your recycled water use account

If you do not wish to accept these terms and conditions then you may choose not to receive any recycled water onto your property and request SA Water to supply your property only with drinking water. In that case you must:

- Advise SA Water to cut off the supply of recycled water to your land;
- Once that supply is cut off, at your own expense alter your internal pipework so that a supply of drinking water is available to all parts of your property.

You will be charged for any recycled water which you have taken at the price applicable to such supplies (see below).

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

Recycled Water and Approved Uses

1. SA Water will supply you with recycled water to meet your reasonable needs except that we may interrupt your supply:

- To maintain our infrastructure or meter;
- In circumstances of unusual drought or other unavoidable cause or accident;
- If the supply or use of recycled water would be contrary to law or give rise to a material

risk of harm, or breach of a regulatory approval or licence.

We will endeavour to minimise the impact of any interruptions by contacting you in advance of planned interruptions.

2. SA Water agrees to supply you with recycled water that complies with relevant health and quality guidelines issued by the Department of Health and the Environment Protection Authority.

3. Upon supply of recycled water to your property, you are responsible for the use of the recycled water and SA Water has no liability for the use of recycled water on your property.

4. Permanent Water Conservation Measures apply to the use of recycled water on your property for irrigation purposes. Information on Permanent Water Conservation Measures may be found by calling 1800 130 952 or visiting our website www.sawater.com.au.

5. Information on the uses for which you may use your recycled water may be found by calling 1300 650 950 or visiting our website www.sawater.com.au.
These uses are approved by the Department of Health and may change from time to time. The site also contains important information about the requirements for safe use of recycled water.

Prices and your Account

6. SA Water has determined that the price of recycled water offered to be supplied to you under this Agreement will be calculated such that a price of 75% of the mains drinking water for volumes used between 30 and 130 kL per quarter (as in force from time to time) applies in respect of every kilolitre of recycled water supplied to your property. The price of recycled water will be rounded down to the nearest whole cent for prices calculated up to and including 0.5 of a cent and rounded up to the nearest whole cent for figures above 0.5 of a cent. This price will continue to apply unless and until the Corporation elects to apply water rates determined in an alternative manner by or under the Waterworks Act 1932 to your recycled water supply.

7. We may also charge you other fees and charges for services including on property audits related to your recycled water supply where we are entitled to do so under the Waterworks Act or where you have requested ancillary services.

8. Recycled water use on your property will be measured through a recycled water meter (purple) located on your property. The recycled water meter is owned and maintained by SA

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
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Water.

9. SA Water will send you an invoice for recycled water supplied to your property as measured by the recycled water meter.
10. You must pay the amount of your invoice by the date specified and in accordance with the terms and conditions set out on your invoice.
11. Any fee or charge payable in respect of this Agreement may be recovered in accordance with the provisions of the Waterworks Act

Audits and Connections

12. You must not take recycled water from the Recycled Water System other than in accordance with a Recycled Water Supply Agreement.
13. You must at all times use recycled water lawfully for the intended uses and unless you obtain SA Water's prior written consent, you may only use the recycled water on your own property and not supply any recycled water to any other person or property.
14. All internal pipework and connections to the recycled water system on your property must, at your cost, comply at all times with all provisions and directions under the Waterworks Act and Regulations or any other law relating to standards of work, materials and plumbing.
15. You must ensure your drinking water system is independent of the recycled water system and any other alternate water system (e.g. rain water).
16. If your internal pipework or other on-property plumbing infrastructure does not meet the standards required by SA Water, SA Water may suspend your supply of recycled water until SA Water is satisfied that the defects are remedied.
17. To ensure independence of the drinking water, recycled water and other alternate water systems, the Customer agrees to be responsible for ongoing self checks of plumbing on their property. SA Water will periodically conduct inspections and audits of your plumbing infrastructure and, without limiting any powers under the Waterworks Act, you agree to permit SA Water to enter your land and other property owned by you to access your plumbing infrastructure for any purposes related to the supply of recycled water. Periodic inspections and audits will continue to be required if recycled water is not used within your property. Where a periodic inspection or audit is planned we will provide you with at least two days notice of our intentions.

General

18. This Agreement is made under section 37 of the Waterworks Act 1932. The provisions of these terms and conditions are in addition to and do not derogate from the Waterworks Act.

19. Under section 37 of the Waterworks Act, each owner and occupier of a property to which

a section 37 agreement applies and each subsequent owner and occupier of the property is bound as a party to this Agreement.

20. This Agreement will operate as of the date that recycled water is first supplied to your land and will continue until the Corporation or the Minister elects to determine rates for the supply of recycled water pursuant to the Waterworks Act that applies to your property.

21. It is a condition of this agreement that you notify SA Water if at any time you alter your internal pipework and/or cease using recycled water within your property. An audit of your property will be required by SA Water to ensure independence of the drinking water and recycled water systems.

Yours Faithfully,

Encumbrance No: 254538
Account No: 8613239555
Enquiries: K Claridge
Office Hours: 8:30am to 5:00pm
Telephone: (08) 7424 1317
Fax No: (08) 7003 1317

Date: 15/11/2010

LANDSA PTY LTD & ORS
21 NORTH TCE
ADELAIDE SA 5000

NOTICE OF ENCUMBRANCE

You are hereby notified that an encumbrance has been placed on the following property:
LT 83 D74081 MAST AVE SEAFORD MEADOWS

Recycled Water Supply Agreement

Terms and Conditions of Supply

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Under this Agreement, we offer to supply you with recycled water from the Recycled Water System for approved uses on your property, and you agree to accept that supply subject to the terms and conditions determined by or under this Agreement and the Waterworks Act 1932.

You may accept the terms and conditions of this Agreement by:

- Taking recycled water from a metered connection; or
- Paying your recycled water use account

If you do not wish to accept these terms and conditions then you may choose not to receive any recycled water onto your property and request SA Water to supply your property only with drinking water. In that case you must:

- Advise SA Water to cut off the supply of recycled water to your land;
- Once that supply is cut off, at your own expense alter your internal pipework so that a supply of drinking water is available to all parts of your property.

You will be charged for any recycled water which you have taken at the price applicable to such supplies (see below).

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

Recycled Water and Approved Uses

1. SA Water will supply you with recycled water to meet your reasonable needs except that we may interrupt your supply:

- To maintain our infrastructure or meter;
- In circumstances of unusual drought or other unavoidable cause or accident;
- If the supply or use of recycled water would be contrary to law or give rise to a material

risk of harm, or breach of a regulatory approval or licence.

We will endeavour to minimise the impact of any interruptions by contacting you in advance of planned interruptions.

2. SA Water agrees to supply you with recycled water that complies with relevant health and quality guidelines issued by the Department of Health and the Environment Protection Authority.

3. Upon supply of recycled water to your property, you are responsible for the use of the recycled water and SA Water has no liability for the use of recycled water on your property.

4. Permanent Water Conservation Measures apply to the use of recycled water on your property for irrigation purposes. Information on Permanent Water Conservation Measures may be found by calling 1800 130 952 or visiting our website www.sawater.com.au.

5. Information on the uses for which you may use your recycled water may be found by calling 1300 650 950 or visiting our website www.sawater.com.au.
These uses are approved by the Department of Health and may change from time to time. The site also contains important information about the requirements for safe use of recycled water.

Prices and your Account

6. SA Water has determined that the price of recycled water offered to be supplied to you under this Agreement will be calculated such that a price of 75% of the mains drinking water for volumes used between 30 and 130 kL per quarter (as in force from time to time) applies in respect of every kilolitre of recycled water supplied to your property. The price of recycled water will be rounded down to the nearest whole cent for prices calculated up to and including 0.5 of a cent and rounded up to the nearest whole cent for figures above 0.5 of a cent. This price will continue to apply unless and until the Corporation elects to apply water rates determined in an alternative manner by or under the Waterworks Act 1932 to your recycled water supply.

7. We may also charge you other fees and charges for services including on property audits related to your recycled water supply where we are entitled to do so under the Waterworks Act or where you have requested ancillary services.

8. Recycled water use on your property will be measured through a recycled water meter (purple) located on your property. The recycled water meter is owned and maintained by SA

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250 Victoria Square/Tarntanyangga
Adelaide SA 5000
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Water.

9. SA Water will send you an invoice for recycled water supplied to your property as measured by the recycled water meter.
10. You must pay the amount of your invoice by the date specified and in accordance with the terms and conditions set out on your invoice.
11. Any fee or charge payable in respect of this Agreement may be recovered in accordance with the provisions of the Waterworks Act

Audits and Connections

12. You must not take recycled water from the Recycled Water System other than in accordance with a Recycled Water Supply Agreement.
13. You must at all times use recycled water lawfully for the intended uses and unless you obtain SA Water's prior written consent, you may only use the recycled water on your own property and not supply any recycled water to any other person or property.
14. All internal pipework and connections to the recycled water system on your property must, at your cost, comply at all times with all provisions and directions under the Waterworks Act and Regulations or any other law relating to standards of work, materials and plumbing.
15. You must ensure your drinking water system is independent of the recycled water system and any other alternate water system (e.g. rain water).
16. If your internal pipework or other on-property plumbing infrastructure does not meet the standards required by SA Water, SA Water may suspend your supply of recycled water until SA Water is satisfied that the defects are remedied.
17. To ensure independence of the drinking water, recycled water and other alternate water systems, the Customer agrees to be responsible for ongoing self checks of plumbing on their property. SA Water will periodically conduct inspections and audits of your plumbing infrastructure and, without limiting any powers under the Waterworks Act, you agree to permit SA Water to enter your land and other property owned by you to access your plumbing infrastructure for any purposes related to the supply of recycled water. Periodic inspections and audits will continue to be required if recycled water is not used within your property. Where a periodic inspection or audit is planned we will provide you with at least two days notice of our intentions.

General

18. This Agreement is made under section 37 of the Waterworks Act 1932. The provisions of these terms and conditions are in addition to and do not derogate from the Waterworks Act.

19. Under section 37 of the Waterworks Act, each owner and occupier of a property to which

a section 37 agreement applies and each subsequent owner and occupier of the property is bound as a party to this Agreement.

20. This Agreement will operate as of the date that recycled water is first supplied to your land and will continue until the Corporation or the Minister elects to determine rates for the supply of recycled water pursuant to the Waterworks Act that applies to your property.

21. It is a condition of this agreement that you notify SA Water if at any time you alter your internal pipework and/or cease using recycled water within your property. An audit of your property will be required by SA Water to ensure independence of the drinking water and recycled water systems.

Yours Faithfully,

Our Ref: L263247
Account No: 8613239555
Enquiries: WATER INVESTIGATIONS
Office Hours: 8:30am to 4:30pm
Telephone: (08) 7424 1360
Facsimile: (08) 7003 1360
Date: 14/03/2012

**SOUTH AUSTRALIAN
WATER CORPORATION**

SA Water House
250 Victoria Square
Adelaide SA 5000

GPO Box 1751
Adelaide SA 5001

Telephone +61 8 1300 650 950

ABN 69 336 525 019

LA CROSSE & B HATTON
20 MAST AVE
SEAFORD MEADOWS SA 5169

NOTICE OF ENCUMBRANCE

You are hereby notified that a recycled water notice has been placed on the following property:

20 MAST AVE SEAFORD MEADOWS SA 5169

In accordance with the SA Water Standard Customer Contract SA Water may require you to conduct inspections and audits of your plumbing system on a five-yearly basis or at transfer of ownership.

If you are selling the property, prior to settlement you are required to contact the above telephone number to make arrangements for a recycled water plumbing audit to be performed.

Yours Sincerely



(signed) For Chief Executive Officer

Encumbrance No: 263248
Account No: 8613239555
Enquiries: WB Seal
Office Hours: 8:00am to 4.00pm
Telephone: (08) 7424 1352
Fax No: (08) 7003 1352

Date: 14/03/2012

MR HY & MRS YM DJEMAL
176 CROSS RD
MALVERN SA 5061

NOTICE OF ENCUMBRANCE

You are hereby notified that an encumbrance has been placed on the following property:
LT 83 D74081 MAST AVE SEAFORD MEADOWS

Recycled Water Supply Agreement

Terms and Conditions of Supply

Section 37 of the Waterworks Act 1932 entitles SA Water to enter into a Recycled Water Supply Agreement with the owner or occupier of land (the Customer) for the supply of water at rates which are different to the water rates set by the Minister under the Act and on such terms and subject to conditions determined by SA Water from time to time.

Under this Agreement, we offer to supply you with recycled water from the Recycled Water System for approved uses on your property, and you agree to accept that supply subject to the terms and conditions determined by or under this Agreement and the Waterworks Act 1932.

You may accept the terms and conditions of this Agreement by:

- Taking recycled water from a metered connection; or
- Paying your recycled water use account

If you do not wish to accept these terms and conditions then you may choose not to receive any recycled water onto your property and request SA Water to supply your property only with drinking water. In that case you must:

- Advise SA Water to cut off the supply of recycled water to your land;
- Once that supply is cut off, at your own expense alter your internal pipework so that a supply of drinking water is available to all parts of your property.

You will be charged for any recycled water which you have taken at the price applicable to such supplies (see below).



**Government
of South Australia**

Recycled Water and Approved Uses

1. SA Water will supply you with recycled water to meet your reasonable needs except that we may interrupt your supply:

- To maintain our infrastructure or meter;
- In circumstances of unusual drought or other unavoidable cause or accident;
- If the supply or use of recycled water would be contrary to law or give rise to a material risk of harm, or breach of a regulatory approval or licence.

We will endeavour to minimise the impact of any interruptions by contacting you in advance of planned interruptions.

2. SA Water agrees to supply you with recycled water that complies with relevant health and quality guidelines issued by the Department of Health and the Environment Protection Authority.

3. Upon supply of recycled water to your property, you are responsible for the use of the recycled water and SA Water has no liability for the use of recycled water on your property.

4. Permanent Water Conservation Measures apply to the use of recycled water on your property for irrigation purposes. Information on Permanent Water Conservation Measures may be found by calling 1800 130 952 or visiting our website www.sawater.com.au.

5. Information on the uses for which you may use your recycled water may be found by calling 1300 650 950 or visiting our website www.sawater.com.au.

These uses are approved by the Department of Health and may change from time to time. The site also contains important information about the requirements for safe use of recycled water.

Prices and your Account

6. SA Water has determined that the price of recycled water offered to be supplied to you under this Agreement will be calculated such that a price of 75% of the mains drinking water for volumes used between 30 and 130 kL per quarter (as in force from time to time) applies in respect of every kilolitre of recycled water supplied to your property. The price of recycled water will be rounded down to the nearest whole cent for prices calculated up to and including 0.5 of a cent and rounded up to the nearest whole cent for figures above 0.5 of a cent. This price will continue to apply unless and until the Corporation elects to apply water rates determined in an alternative manner by or under the Waterworks Act 1932 to your recycled water supply.

7. We may also charge you other fees and charges for services including on property audits related to your recycled water supply where we are entitled to do so under the Waterworks Act 1932 where you have requested ancillary services.

8. Recycled water use on your property will be measured through a recycled water meter (purple) located on your property. The recycled water meter is owned and maintained by SA



Government
of South Australia

Water.

9. SA Water will send you an invoice for recycled water supplied to your property as measured by the recycled water meter.
10. You must pay the amount of your invoice by the date specified and in accordance with the terms and conditions set out on your invoice.
11. Any fee or charge payable in respect of this Agreement may be recovered in accordance with the provisions of the Waterworks Act

Audits and Connections

12. You must not take recycled water from the Recycled Water System other than in accordance with a Recycled Water Supply Agreement.
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Page 15 of 16 This Agreement is made under section 37 of the Waterworks Act 1932. The provisions of these terms and conditions are in addition to and do not derogate from the Waterworks Act.

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21. It is a condition of this agreement that you notify SA Water if at any time you alter your internal pipework and/or cease using recycled water within your property. An audit of your property will be required by SA Water to ensure independence of the drinking water and recycled water systems.

Yours Faithfully,