FORM 1 - VENDOR'S STATEMENT

STATEMENT UNDER SECTION 7
(Land and Business (Sale and Conveyancing) Act 1994)

PROPERTY: 9 Barbon Lane, Smithfield Plains SA 5114

Form 1—Vendor's statement

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

Contents

Preliminary

Part A—Parties and land

Part B—Purchaser's cooling off rights and proceeding with the purchase

Part C—Statement with respect to required particulars

Part D—Certificate with respect to prescribed inquiries by registered agent ☐

Schedule

Preliminary

To the purchaser:

The purpose of a statement under section 7 of the *Land and Business (Sale and Conveyancing) Act 1994* is to put you on notice of certain particulars concerning the land to be acquired.

If you intend to carry out building work on the land, change the use of the land or divide the land, you should make further inquiries to determine whether this will be permitted. For example, building work may not be permitted on land not connected to a sewerage system or common drainage scheme if the land is near a watercourse, dam, bore or the River Murray and Lakes.

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

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

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

Part A—Parties and land

1	Purchaser:	_____
	Address:	_____
2	Purchaser's registered agent: Address:	☐
3	Vendor:	**WESTPAC BANKING CORPORATION ACN 007 457 141 as mortgagee exercising power of sale pursuant to Registered Mortgage No. 13422684**
	Address:	**275 Kent Street, Sydney NSW 2000**
4	Vendor's registered agent:	**Fox Real Estate** ☑
	Address:	**232 Melbourne Street, North Adelaide SA 5006**
5	Date of contract (if made before this statement is served):	
6	Description of the land: [*identify the land including any certificate of title reference*]	**9 Barbon Lane, Smithfield Plains SA 5114 being the whole of the land comprised in Certificate of Title Volume 6170 Folio 212 (Refer to Annexure A)**

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:

c/- Thomson Geer, GPO Box 3909, Sydney NSW 2001

Attention: Jessica Husson

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

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

jhusson@faculti.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:

232 Melbourne Street, North Adelaide SA 5006

Attention: Jake Tidmarsh

(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, **Jake Tidmarsh, Fox Real Estate**

of **232 Melbourne Street, North Adelaide SA 5006**

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: 12/06/2026

Signed: .....

Part D Certificate with respect to prescribed inquiries by registered agent

(section 9)

To the purchaser:

I, Jakes Tidmarsh, Fox Teal Estate

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

Exceptions: **The Vendor as mortgagee in possession is unable to accurately answer several of the prescribed enquiries including, without limitation, items 3 (Burial and Cremation Act 2013), 5.7 (Section 60 Notice), 5.12 (Part 11 Division 2 - Proceedings), 9 (Fences Act 1975), 24 (Mining Act 1971), 29 (Planning, Development and Infrastructure Act 2016), 36.1 (Other Charges) in Schedule Division 1 and Division 2 – Other Particulars, as they are unknown to the Vendor.**

Date: 12/06/2026

Signed: .....

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

Schedule – Division 1 – Particulars of mortgages, charges and prescribed encumbrances affecting the land

(section 7(1)(b))

Note:

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

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

(a) there is an attachment to this statement and:

(i) all the required particulars are contained in that attachment; and

(ii) the attachment is identified in column 2; and

(iii) if the attachment consists of more than 2 sheets of paper, those parts of the attachment that contain the required particulars are identified in column 2; or

(b) the mortgage, charge or prescribed encumbrance:

(i) is 1 of the following items in the table:

(A) under the heading 1. General:

1.1 Mortgage of land

1.4 Lease, agreement for lease, tenancy agreement or licence

1.5 Caveat

1.6 Lien or notice of a lien

(B) under the heading 36. Other charges:

36.1 Charge of any kind affecting the land (not included in another item); and

(ii) is registered on the certificate of title to the land; and

(iii) is to be discharged or satisfied prior to or at settlement.

Table of particulars

Column 1	Column 2	Column 3

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

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

1	**General**		
1.1	Mortgage of land ***Note –*** *Do not omit this item. The item and its heading must be included in the statement even if not applicable.*	***Is this item applicable?***	☑
		Will this be discharged or satisfied prior to or at settlement?	[**YES**]
		Are there attachments?	[**NO**]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Number of mortgage (if registered): **13422684**	
		Name of mortgagee: **WESTPAC BANKING CORPORATION ACN 007 457 141**	
1.2	Easement (whether over the land or annexed to the land) **Note** – 'Easement' includes rights of way and party wall rights. ***Note*** *– Do not omit this item. The item and its heading must be included in the statement even if not applicable.*	***Is this item applicable?***	☑
		Will this be discharged or satisfied prior to or at settlement?	[**NO**]
		Are there attachments?	[**YES**]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): **REFER TO ANNEXURE B**	
		Description of land subject to easement: **PORTION OF LAND**	
		Nature of easement: **STATUTORY EASEMENT**	
		Are you aware of any encroachment on the easement?	
		[**NO**]	
		If YES, give details:	
		If there is an encroachment, has approval for the encroachment been given?	
		[ ]	
		If YES, give details:	
1.3	Restrictive covenant	***Is this item applicable?***	☑

	Note *– Do not omit this item. The item and its heading must be included in the statement even if not applicable.*	***Will this be discharged or satisfied prior to or at settlement?***	[**NO**]
		Are there attachments?	[**YES**]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): **REFER TO ANNEXURE E**	
		Nature of restrictive covenant: **REFER TO ANNEXURE E**	
		Name of person in whose favour restrictive covenant operates: **REFER TO ANNEXURE E**	
		Does the restrictive covenant affect the whole of the land being acquired?	
		[**YES**]	
		If NO, give details:	
		Does the restrictive covenant affect land other than that being acquired?	
		[**YES**]	
1.4	Lease, agreement for lease, tenancy agreement or licence	***Is this item applicable?***	☐
	(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.)	***Will this be discharged or satisfied prior to or at settlement?***	[ ]
	Note *– Do not omit this item. The item and its heading must be included in the statement even if not applicable.*	***Are there attachments?***	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Names of parties:	
		Period of lease, agreement for lease etc:	
		From to	
		Amount of rent or licence fee:	
		$ per (period)	
		Is the lease, agreement for lease etc in writing?	
		[ ]	
		If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify:	
		(a) the Act under which the lease or licence was granted:	
		(b) the outstanding amounts due (including any interest or penalty):	
1.5	Caveat	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Name and address of caveator:	
		Particulars of interest claimed:	
1.6	Lien or notice of a lien	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Land or other property subject to lien:	
		Nature of lien:	

Name and address of person who has imposed lien or given notice of it:

2	***Aboriginal Heritage Act 1988***		
2.1	section 9 – Registration in central archives of an Aboriginal site or object	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Particulars of register entry:	
2.2	section 24 – Directions prohibiting or restricting access to, or activities on, a site or an area surrounding a site	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Site or area to which notice relates:	
		Directions (as stated in notice):	
2.3	Part 3 Division 6 – Aboriginal heritage agreement	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of agreement:	
		Description of property subject to agreement:	
		Names of parties:	
		Terms of agreement:	
3	***Burial and Cremation Act 2013***		
3.1	section 8 – Human remains interred on land	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Have human remains been interred on the land that will not be exhumed prior to settlement?	
		GPS coordinates of the remains:	
4	***Crown Rates and Taxes Recovery Act 1945***		
4.1	section 5 – Notice requiring payment	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Land in respect of which Crown rates and taxes are owing:	

Amount owing (as stated in the notice):

5	***Development Act 1993 (repealed)***		
5.1	section 42 – Condition (that continues to apply) of a development authorisation ***Note*** *– Do not omit this item. The item and its heading must be included in the statement even if not applicable.*	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Condition(s) of authorisation:	
5.2	section 50(1) – Requirement to vest land in a council or the Crown to be held as open space	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date requirement given:	
		Name of body giving requirement:	
		Nature of requirement:	
		Contribution payable (if any):	
5.3	section 50(2) – Agreement to vest land in a council or the Crown to be held as open space	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of agreement:	
		Names of parties:	
		Terms of agreement:	
		Contribution payable (if any):	
5.4	section 55 – Order to remove or perform work	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of order:	
		Terms of order:	
		Building work (if any) required to be carried out:	
		Amount payable (if any):	
5.5	section 56 – Notice to complete development	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Requirements of notice:	
		Building work (if any) required to be carried out:	
		Amount payable (if any):	

5.6	section 57 – Land management agreement	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of agreement:	
		Names of parties:	
		Terms of agreement:	
5.7	section 60 – Notice of intention by building owner	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Building work proposed (as stated in the notice):	
		Other building work as required pursuant to the Act:	
5.8	section 69 – Emergency order	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of order:	
		Name of authorised officer who made order:	
		Name of authority that appointed the authorised officer:	
		Nature of order:	
		Amount payable (if any):	
5.9	section 71 – Fire safety notice	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Name of authority giving notice:	
		Requirements of notice:	
		Building work (if any) required to be carried out:	
		Amount payable (if any):	
5.10	section 84 – Enforcement notice	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date notice given:	
		Name of relevant authority giving notice:	
		Nature of directions contained in notice:	

		Building work (if any) required to be carried out:	
		Amount payable (if any):	
5.11	section 85(6), 85(10) or 106 – Enforcement order	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date order made:	
		Name of court that made order:	
		Action number:	
		Names of parties:	
		Terms of order:	
		Building work (if any) required to be carried out:	
5.12	Part 11 Division 2 – Proceedings	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of commencement of proceedings:	
		Date of determination or order (if any):	
		Terms of determination or order (if any):	
6	**Repealed Act conditions**		
6.1	Condition (that continues to apply) of an approval or authorisation granted under the *Building Act 1971* (repealed), the *City of Adelaide Development Control Act 1976* (repealed), the *Planning Act 1982* (repealed) or the *Planning and Development Act 1967* (repealed) ***Note*** *– Do not omit this item. The item and its heading must be included in the statement even if not applicable.*	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Nature of condition(s):	
7	***Emergency Services Funding Act 1998***		
7.1	section 16 – Notice to pay levy	***Is this item applicable?***	☑
		Will this be discharged or satisfied prior to or at settlement?	[**YES**]
		Are there attachments?	[**YES**]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): **REFER TO EMERGENCY SERVICES LEVY CERTIFICATE CONTAINED IN ANNEXURE D**	
		Date of notice: **REFER TO ANNEXURE D**	
		Amount of levy payable: **REFER TO ANNEXURE D**	
8	***Environment Protection Act 1993***		
8.1	section 59 – Environment performance agreement that is registered in relation to the land	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]

		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of agreement:	
8.2	section 93 – Environment protection order that is registered in relation to the land	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of issue:	
		Compliance date(s) specified in the order:	
8.3	section 93A – Environment protection order relating to cessation of activity that is registered in relation to the land	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of issue:	
		Compliance date(s) specified in the order:	
8.4	section 99 – Clean-up order that is registered in relation to the land	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of issue:	
		Compliance date(s) specified in the order:	
		Amount of charge on the land (if applicable and known):	
8.5	section 100 – Clean-up authorisation that is registered in relation to the land	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of issue:	
		Amount of charge on the land (if known):	
8.6	section 103H – Site contamination assessment order that is registered in relation to the land	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of issue:	
		Compliance date(s) specified in the order:	
		Amount of charge on the land (if applicable and known):	
8.7	section 103J – Site remediation order that is registered in relation to the land	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]

		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of issue:	
		Compliance date(s) specified in the order:	
		Amount of charge on the land (if applicable and known):	
8.8	section 103N – Notice of declaration of special management area in relation to the land (due to possible existence of site contamination)	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Date of Gazette in which notice published:	
		Description of area or areas to which the notice relates:	
8.9	section 103P – Notation of site contamination audit report in relation to the land	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notation:	
		Note – Site contamination audit reports are kept by the EPA in the public register under section 109 of the *Environment Protection Act 1993*.	
8.10	section 103S – Notice of prohibition or restriction on taking water affected by site contamination in relation to the land	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Date of Gazette in which notice published:	
		Description of the water to which the notice relates:	
		Particulars given in the notice of the site contamination affecting the water:	
9	***Fences Act 1975***		
9.1	section 5 – Notice of intention to perform fencing work	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Name and address of person to whom notice was given or from whom notice was received:	
		Particulars of relevant boundary:	
		Kind of fence proposed to be constructed or nature of work proposed to be done to existing fence:	

		Cost or estimated cost of fence or work (as stated in the notice):	
		Amount sought by proponent from adjoining owner (as stated in the notice):	
		If there is a cross-notice under section 6, give details of:	
		(a) the proposals objected to:	
		(b) the counter-proposals:	
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	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Person or body who issued notice:	
		Requirements of notice (as stated therein):	
		Amount payable (if any):	
11	***Food Act 2001***		
11.1	section 44 – Improvement notice	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Name of authorised officer who served notice:	
		Name of authority that appointed officer:	
		Requirements of notice:	
11.2	section 46 – Prohibition order	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of order:	
		Name of authority or person who served order:	
		Requirements of order:	
12	***Ground Water (Qualco-Sunlands) Control Act 2000***		
12.1	Part 6 – Risk management allocation	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	

		Is a waterlogging and salinity risk management allocation attached to the whole or any part of the land? [ ] If YES, give details of the allocation and the land to which it is attached:	
12.2	section 56 – Notice to pay share of Trust costs, or for unauthorised use of water, in respect of irrigated property	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): Date of notice: Amount payable (as stated in notice):	
13	***Heritage Places Act 1993***		
13.1	section 14(2)(b) – Registration of an object of heritage significance	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): Date of registration: Description and location of object registered:	
13.2	section 17 or 18 – Provisional registration or registration	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): Description of place registered: Has the place been designated as a place of geological, palaeontological or speleological significance or archaeological significance? [ ] If YES, give details:	
13.3	section 30 – Stop order	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): Date of order: Terms of order:	
13.4	Part 6 – Heritage agreement	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): Date of agreement: Description of property subject to agreement: Names of parties:	

Terms of agreement:

13.5	section 38 – 'No development' order	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of order:	
		Terms of order:	
14	***Highways Act 1926***		
14.1	Part 2A – Establishment of control of access from any road abutting the land	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of establishment of control of access:	
		Description of boundary of land affected:	
15	***Housing Improvement Act 1940 (repealed)***		
15.1	section 23 – Declaration that house is undesirable or unfit for human habitation	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of declaration:	
		Those particulars required to be provided by a council under section 23:	
15.2	Part 7 (rent control for substandard houses) – Notice or declaration	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice or declaration:	
		Those particulars required to be provided by the housing authority under section 60:	

16	***Housing Improvement Act 2016***		
16.1	Part 3 Division 1 – Assessment improvement or demolition orders	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of Order:	
		Those particulars required to be provided by the Minister under section 14 or 15 (if applicable):	
16.2	section 22 – Notice to vacate premises	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Name of authority that issues the notice:	
		Date by which the premises must be vacated:	
16.3	section 25 – Rent control notice	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Maximum rent payable (per week):	
17	***Land Acquisition Act 1969***		
17.1	section 10 – Notice of intention to acquire	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Name of Authority who served notice:	
		Description of land intended to be acquired (as described in the notice):	
18	***Landscape South Australia Act 2019***		
18.1	Section 72—Notice to pay levy in respect of costs of regional landscape board	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Amount of levy payable:	

18.2	section 78—Notice to pay levy in respect of right to take water or taking of water	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Amount of levy payable:	
18.3	section 99—Notice to prepare an action plan for compliance with general statutory duty	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Name of authority or person who issued notice:	
		Requirements of notice (as specified therein):	
18.4	section 107—Notice to rectify effects of unauthorised activity	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Name of relevant authority that issued notice:	
		Requirements of notice (as specified therein):	
18.5	section 108—Notice to maintain watercourse or lake in good condition	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Name of relevant authority that issued notice:	
		Requirements of notice (as specified therein):	
18.6	section 109—Notice restricting the taking of water or directing action in relation to the taking of water	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Water resource to which notice applies:	
		Requirements of notice (as specified therein):	
18.7	section 111—Notice to remove or modify a dam, embankment, wall or other obstruction or object	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	

		Date of notice:	
		Requirements of notice (as specified therein):	
18.8	section 112—Permit (or condition of a permit) that remains in force	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of permit:	
		Name of relevant authority that granted permit:	
		Condition(s) of permit:	
18.9	section 120—Notice to take remedial or other action in relation to a well	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Location of well:	
		Requirements of notice (as specified therein):	
18.10	section 135—Water resource works approval	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Details of site where works are authorised:	
18.11	section 142—Site use approval	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Details of location where water use is allowed:	
18.12	section 166—Forest water licence	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Details of location of forest to which licence relates:	
18.13	section 191—Notice of instruction as to keeping or management of animal or plant	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Name of authorised officer who issued notice:	
		Requirements of notice (as specified therein):	

18.14	section 193—Notice to comply with action order for the destruction or control of animals or plants	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Name of authorised officer who issued notice:	
		Requirements of notice (as specified therein):	
18.15	section 194—Notice to pay costs of destruction or control of animals or plants on road reserve	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Name of authority that issued notice:	
		Amount payable (as specified in notice):	
18.16	section 196—Notice requiring control or quarantine of animal or plant	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Requirements of notice:	
18.17	section 207 – Protection order to secure compliance with specified provisions of the Act	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of order:	
		Name of authority or person who issued order:	
		Requirements of order (as specified therein):	
18.18	section 209—Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of order:	
		Name of authority or person who issued order:	
		Requirements of order (as specified therein):	
18.19	section 211—Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	

		Date of authorisation:	
		Name of relevant authority that issued authorisation:	
		Person authorised to take action:	
		Requirements of authorisation (as specified therein):	
18.20	section 215—Orders made by ERD Court	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of order:	
		Name of parties:	
		Requirements of order:	
18.21	section 219—Management agreements	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of agreement:	
		Name of parties:	
		Requirements of agreement:	
18.22	section 235—Additional orders on conviction	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of conviction:	
		Name of court by which conviction is recorded:	
		Requirements of additional order(s):	
19	***Land Tax Act 1936***		
19.1	Notice, order or demand for payment of land tax	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	
		Are there attachments?	
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice, order or demand:	
		Amount payable (as stated in the notice):	
20	***Local Government Act 1934 (repealed)***		
20.1	Notice, order, declaration, charge, claim or demand given or made under the Act	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice, order etc:	

		Name of council by which, or person by whom, notice, order etc. is given or made:	
		Land subject thereto:	
		Nature of requirements contained in notice, order etc:	
		Time for carrying out requirements:	
		Amount payable (if any):	
21	***Local Government Act 1999***		
21.1	Notice, order, declaration, charge, claim or demand given or made under the Act	***Is this item applicable?***	☑
		Will this be discharged or satisfied prior to or at settlement?	[**YES - AS REGARDS PAYMENT OF ANY OUTSTANDING RATES ONLY**]
		Are there attachments?	[**YES**]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): **REFER TO RATES NOTICE CONTAINED IN ANNEXURE C**	
		Date of notice, order etc: **REFER TO RATES NOTICE CONTAINED IN ANNEXURE C**	
		Name of council by which, or person by whom, notice, order etc. is given or made: **REFER TO RATES NOTICE CONTAINED IN ANNEXURE C**	
		Land subject thereto: **CERTIFICATE OF TITLE VOLUME 6170 FOLIO 212**	
		Nature of requirements contained in notice, order etc: **PAYMENT OF RATES CONTAINED IN ANNEXURE C**	
		Time for carrying out requirements: **REFER TO RATES NOTICE CONTAINED IN ANNEXURE C**	
		Amount payable (if any): **REFER TO RATES NOTICE CONTAINED IN ANNEXURE C**	
22	***Local Nuisance and Litter Control Act 2016***		
22.1	section 30—Nuisance or litter abatement notice	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Notice issued by:	
		Nature of requirements contained in notice:	
		Time for carrying out requirements:	
23	***Metropolitan Adelaide Road Widening Plan Act 1972***		
23.1	section 6 – Restriction on building work	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	

		Does the restriction apply to all of the land? [ ] If NO, give details about the part of the land to which the restriction applies:	
24	***Mining Act 1971***		
24.1	Mineral tenement (other than an exploration licence)	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): Type of tenement: Terms of tenement: Condition(s) (if any) the tenement is subject to:	
24.2	section 9AA – Notice, agreement or order to waive exemption from authorised operations	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): Date of notice, agreement or order: Description of land subject to notice, agreement or order: Names of parties: Period of waiver: Terms (and condition(s) if any) of notice, agreement or order:	
24.3	section 56T(1)—Consent to a change in authorised operations	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): Date of consent: Description of property subject to consent: Name of tenement holder who sought consent: Name of person who gave consent: Terms of consent:	
24.4	section 58(a)—Agreement authorising tenement holder to enter land	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): Date of agreement: Description of property subject to agreement: Names of parties: Terms of agreement:	
24.5	section 58A—Notice of intention to	***Is this item applicable?***	☐

	commence authorised operations or apply for lease or licence	***Will this be discharged or satisfied prior to or at settlement?***	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Description of property subject to notice:	
		Name of person who served notice:	
		Name of person on whom notice was served:	
		Terms of notice:	
24.6	section 61 – Agreement or order to pay compensation for mining operations	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of agreement or order:	
		Description of property subject to agreement or order:	
		Names of parties:	
		Terms of agreement or order:	
24.7	section 75(1)—Consent relating to extractive minerals	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of consent:	
		Description of property subject to consent:	
		Name of tenement holder who sought consent:	
		Name of person who gave consent:	
		Terms of consent:	
24.8	section 82(1)—Deemed consent or agreement	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of consent or agreement:	
		Description of property subject to consent or agreement:	
		Name of owner of the land/tenement holder deemed to have provided consent or agreement:	
		Terms of consent or agreement:	
24.9	Proclamation with respect to a private mine	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of proclamation:	

25	***Native Vegetation Act 1991***		
25.1	Part 4 Division 1 – Heritage agreement	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of agreement:	
		Description of property subject to agreement:	
		Names of parties:	
		Terms of agreement:	
25.2	section 25C—Conditions of approval regarding achievement of environmental benefit by accredited third party provider	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of approval:	
		Condition(s) of approval:	
25.3	section 25D—Management agreement	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of agreement:	
		Names of parties:	
		Terms of agreement:	
25.4	Part 5 Division 1 – Refusal to grant consent, or condition of a consent, to clear native vegetation	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of refusal or grant of consent:	
		If consent given, condition(s) (if any) of the consent:	
26	***Natural Resources Management Act 2004 (repealed)***		
26.1	section 97 – Notice to pay levy in respect of costs of regional NRM board	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Amount of levy payable:	
26.2	section 123 – Notice to prepare an action plan for compliance with general statutory duty	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]

		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Name of authority or person that issued notice:	
		Requirements of notice (as specified therein):	
26.3	section 134 – Notice to remove or modify a dam, embankment, wall or other obstruction or object	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Requirements of notice (as specified therein):	
26.4	section 135 – Condition (that remains in force) of a permit	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of permit:	
		Name of relevant authority that granted permit:	
		Condition(s) of permit:	
26.5	section 181 – Notice of instruction as to keeping or management of animal or plant	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Name of authorised officer who issued notice:	
		Requirements of notice (as specified therein):	
26.6	section 183 – Notice to prepare an action plan for the destruction or control of animals or plants	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Name of authorised officer who issued notice:	
		Requirements of notice (as specified therein):	
26.7	section 185 – Notice to pay costs of destruction or control of animals or plants on road reserve	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Name of authority that issued notice:	
		Amount payable (as specified in notice):	

26.8	section 187 – Notice requiring control or quarantine of animal or plant	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Requirements of notice (as specified therein):	
26.9	section 193 – Protection order to secure compliance with specified provisions of the Act	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of order:	
		Name of authority or person who issued order:	
		Requirements of order (as specified therein):	
26.10	section 195 – Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of order:	
		Name of authority or person who issued order:	
		Requirements of order (as specified therein):	
26.11	section 197 – Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of authorisation:	
		Name of relevant authority that issued authorisation:	
		Person authorised to take action:	
		Requirements of authorisation (as specified therein):	
27	***Outback Communities (Administration and Management) Act 2009***		
27.1	section 21—Notice of levy or contribution payable	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Name of person or body giving notice:	
		Type of levy or contribution:	
		Amount payable (as stated in notice):	

28	***Phylloxera and Grape Industry Act 1995***		
28.1	section 23(1) – Notice of contribution payable	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Name of person or body giving notice:	
		Terms of notice:	
		Amount payable (as stated in notice):	
29	***Planning, Development and Infrastructure Act 2016***		
29.1	Part 5 – Planning and Design Code ***Note*** *– Do not omit this item. The item and its heading must be included in the statement even if not applicable.*	***Is this item applicable?***	☑
		Will this be discharged or satisfied prior to or at settlement?	[**NO**]
		Are there attachments?	[**YES**]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): **REFER TO ANNEXURE C** Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code): **ZONE: MASTER PLANNED NEIGHBOURHOOD (MPN)** **REFER TO PAGE 8 OF ANNEXURE C REGARDING SUBZONES, OVERLAYS AND VARIATIONS** Is there a State heritage place on the land or is the land situated in a State heritage area? [**NO**] Is the land designated as a local heritage place? [**NO**] Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land? [**UNKNOWN**] Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? [**YES – REFER TO ANNEXURE B**] ***Note –*** *for further information about the Planning and Design Code visit http://code.plan.sa.gov.au.*	
29.2	section 127 – Condition (that continues to apply) of a development authorisation ***Note*** *– Do not omit this item. The item and its heading must be included in the statement even if not applicable.*	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of authorisation:	
		Name of relevant authority that granted authorisation:	
		Condition(s) of authorisation:	
29.3	section 139 – Notice of proposed work and notice may require access	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]

		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Name of person giving notice of proposed work:	
		Building work proposed (as stated in the notice):	
		Other building work as required pursuant to the Act:	
29.4	section 140 – Notice requesting access	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Name of person requesting access:	
		Reason for which access is sought (as stated in the notice):	
		Activity or work to be carried out:	
29.5	section 141 – Order to remove or perform work	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of order:	
		Terms of order:	
		Building work (if any) required to be carried out:	
		Amount payable (if any):	
29.6	section 142 – Notice to complete development	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Requirements of notice:	
		Building work (if any) required to be carried out:	
		Amount payable (if any):	
29.7	section 155 – Emergency order	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of order:	
		Name of authorised officer who made order:	
		Name of authority that appointed the authorised officer:	
		Nature of order:	
		Amount payable (if any):	

29.8	section 157 – Fire safety notice	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Name of authority giving notice:	
		Requirements of notice:	
		Building work (if any) required to be carried out:	
		Amount payable (if any)	
29.9	section 192 or 193 – Land management agreement	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of agreement:	
		Names of parties:	
		Terms of agreement:	
29.10	section 198(1) – Requirement to vest land in a council or the Crown to be held as open space	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date requirement given:	
		Name of body giving requirement:	
		Nature of requirement:	
		Contribution payable (if any):	
29.11	section 198(2) – Agreement to vest land in a council or the Crown to be held as open space	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of agreement:	
		Name of parties:	
		Terms of agreement:	
		Contribution payable (if any):	
29.12	Part 16 Division 1 - Proceedings	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of commencement of proceedings:	
		Date of determination or order (if any):	
		Terms of determination or order (if any):	

29.13	section 213 – Enforcement notice	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice given:	
		Name of designated authority giving notice:	
		Nature of directions contained in notice:	
		Building work (if any) required to be carried out:	
		Amount payable (if any):	
29.14	section 214(6), 214(10) or 222 – Enforcement order	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of order made:	
		Name of court that made order:	
		Action number:	
		Names of parties:	
		Terms of order:	
		Building work (if any) required to be carried out:	
30	***Plant Health Act 2009***		
30.1	section 8 or 9 – Notice or order concerning pests	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice or order:	
		Date of Gazette in which notice published (if applicable):	
		Nature of requirement, restriction or prohibition:	
31	***Public and Environmental Health Act 1987*** **(repealed)**		
31.1	Part 3 – Notice	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Name of council or other authority giving notice:	
		Requirements of notice:	
31.2	*Public and Environmental Health (Waste Control) Regulations 2010* (or *1995*) (revoked) Part 2 – Condition (that continues to apply) of an	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]

	approval	***Are there attachments?***	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of approval:	
		Name of relevant authority that granted the approval:	
		Condition(s) of approval:	
31.3	*Public and Environmental Health (Waste Control) Regulations 2010* (revoked) regulation 19 – Maintenance order (that has not been complied with)	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of order:	
		Name of relevant authority giving order:	
		Requirements of order:	
32	***South Australian Public Health Act 2011***		
32.1	section 66 – Direction or requirement to avert spread of disease	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of direction or requirement:	
		Name of authority giving direction or making requirement:	
		Nature of direction or requirement:	
32.2	section 92 – Notice	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Name of council or other relevant authority giving notice:	
		Requirements of notice:	
32.3	*South Australian Public Health (Wastewater) Regulations 2013* Part 4 – Condition (that continues to apply) of an approval	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of approval:	
		Name of person or body that granted the approval:	
		Condition(s) of approval:	
33	***Upper South East Dryland Salinity and Flood Management Act 2002*** **(expired)**		
33.1	section 23 – Notice of contribution payable	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]

		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Terms of notice:	
		Amount payable:	
34	***Water Industry Act 2012***		
34.1	Notice or order under the Act requiring payment of charges or other amounts or making other requirement	***Is this item applicable?***	☑
		Will this be discharged or satisfied prior to or at settlement?	[**YES – AS REGARDS PAYMENT OF ANY OUTSTANDING RATES ONLY**]
		Are there attachments?	[**YES**]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): **REFER TO CERTIFICATE OF WATER AND SEWERAGE CHARGES AND ENCUMBRANCE INFORMATION CONTAINED IN ANNEXURE D**	
		Date of notice or order: **REFER TO ANNEXURE D**	
		Name of person or body who served notice or order: **REFER TO ANNEXURE D**	
		Amount payable (if any) as specified in the notice or order: **REFER TO ANNEXURE D**	
		Nature of other requirement made (if any) as specified in the notice or order: **PAYMENT OF ANY OUTSTANDING RATES**	
35	***Water Resources Act 1997* (repealed)**		
35.1	section 18 (repealed) – Condition (that remains in force) of a permit	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of permit:	
		Name of relevant authority that granted permit:	
		Condition(s) of permit:	
35.2	section 125 (or a corresponding previous enactment)—Notice to pay levy	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[ ]
		Are there attachments?	[ ]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Amount of levy payable:	
36	**Other charges**		
36.1	Charge of any kind affecting the land (not included in another item)	***Is this item applicable?***	☑
		Will this be discharged or satisfied prior to or at settlement?	[**NO**]

Are there attachments? [**YES**]

If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): **REFER TO ANNEXURE B**

Person or body in whose favour charge exists: **REFER TO ANNEXURE B**

Nature of charge: **REFER TO ANNEXURE B**

Amount of charge (if known):

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:

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:

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

The above particulars must be provided for each transaction.

Particulars relating to community lot (including strata lot) or development lot

1 Name of community corporation:

Address of community corporation:

2 Application must be made in writing to the community corporation for the particulars and documents referred to in 3 and 4. Application must also be made in writing to the community corporation for the documents referred to in 6 unless those documents are obtained from the Lands Titles Registration Office.

3 Particulars supplied by the community corporation or known to the vendor:

(a) particulars of contributions payable in relation to the lot (including details of arrears of contributions related to the lot):

(b) particulars of assets and liabilities of the community corporation:

(c) particulars of expenditure that the community corporation has incurred, or has resolved to incur, and to which the owner of the lot must contribute, or is likely to be required to contribute:

(d) if the lot is a development lot, particulars of the scheme description relating to the development lot and particulars of the obligations of the owner of the development lot under the development contract:

(e) if the lot is a community lot, particulars of the lot entitlement of the lot:

[*If any of the above particulars have not been supplied by the community corporation by the date of this statement and are not known to the vendor, state 'not known' for those particulars.*]

4 Documents supplied by the community corporation that are enclosed:

(a) a copy of the minutes of the general meetings of the community corporation and management committee *for the 2 years preceding this statement/since the deposit of the community plan;

*(*Strike out or omit whichever is the greater period)*

[ ]

(b) a copy of the statement of accounts of the community corporation last prepared;

[ ]

(c) a copy of current policies of insurance taken out by the community corporation.

[ ]

[For each document indicate (YES or NO) whether or not the document has been supplied by the community corporation by the date of this statement.]

5 If 'not known' has been specified for any particulars in 3 or a document referred to in 4 has not been supplied, set out the date of the application made to the community corporation and give details of any other steps taken to obtain the particulars or documents concerned:

6 The following documents are enclosed:

(a) a copy of the scheme description (if any) and the development contract (if any); ☐

(b) a copy of the by-laws of the community scheme.

7 The following additional particulars are known to the vendor or have been supplied by the community corporation: ☐

8 Further inquiries may be made to the secretary of the community corporation or the appointed community scheme manager.

Name:

Address:

Note:

1 A community corporation must (on application by or on behalf of a current or prospective owner or other relevant person) provide the particulars and documents referred to in 3(a)—(c) and 4 and must also make available for inspection any information required to establish the current financial position of the corporation, a copy of any contract with a body corporate manager and the register of owners and lot entitlements that the corporation maintains: see sections 139 and 140 of the *Community Titles Act 1996*.

2 Copies of the scheme description, the development contract or the by-laws of the community scheme may be obtained from the community corporation or from the Lands Titles Registration Office.

3 All owners of a community lot or a development lot are bound by the by-laws of the community scheme. The by-laws regulate the rights and liabilities of owners of lots in relation to their lots and the common property and matters of common concern.

4 For a brief description of some of the matters that need to be considered before purchasing a community lot, see Division 3 of this Schedule.

Particulars relating to strata unit ☐

1 Name of strata corporation:

Address of strata corporation:

2 Application must be made in writing to the strata corporation for the particulars and documents referred to in 3 and 4. Application must also be made in writing to the strata corporation for the articles referred to in 6 unless the articles are obtained from the Lands Titles Registration Office.

3 Particulars supplied by the strata corporation or known to the vendor:

(a) particulars of contributions payable in relation to the unit (including details of arrears of contributions related to the unit):

(b) particulars of the assets and liabilities of the strata corporation:

(c) particulars of expenditure that the strata corporation has incurred, or has resolved to incur, and to which the unit holder of the unit must contribute, or is likely to be required to contribute:

(d) particulars of the unit entitlement of the unit:

[*If any of the above particulars have not been supplied by the strata corporation by the date of this statement and are not known to the vendor, state 'not known' for those particulars.*]

4 Documents supplied by the strata corporation that are enclosed:

(a) a copy of the minutes of the general meetings of the strata corporation and management committee *for the 2 years preceding this statement/since the deposit of the strata plan;

*(*Strike out or omit whichever is the greater period)*

[ ]

(b) a copy of the statement of accounts of the strata corporation last prepared;

[ ]

(c) a copy of current policies of insurance taken out by the strata corporation.

[ ]

[*For each document indicate (YES or NO) whether or not the document has been supplied by the strata corporation by the date of this statement*.]

5 If 'not known' has been specified for any particulars in 3 or a document referred to in 4 has not been supplied, set out the date of the application made to the strata corporation and give details of any other steps taken to obtain the particulars or documents concerned:

6 A copy of the articles of the strata corporation is enclosed.

7 The following additional particulars are known to the vendor or have been supplied by the strata corporation:

8 Further inquiries may be made to the secretary of the strata corporation or the appointed strata manager.

Name:

Address:

Note:

1 A strata corporation must (on application by or on behalf of a current owner, prospective purchaser or other relevant person) provide the particulars and documents referred to in 3(a)—(c), 4 and 6 and must also make available for inspection its accountancy records and minute books, any contract with a body corporate manager, the register of unit holders and unit holder entitlements that it maintains and any documents in its possession relating to the design and construction of the buildings or improvements on the site or relating to the strata scheme.

2 Copies of the articles of the strata corporation may also be obtained from the Lands Titles Registration Office.

3 All owners of a strata unit are bound by the articles of the strata corporation. The articles regulate the rights and liabilities of owners of units in relation to their units and the common property and matters of common concern.

4 For a brief description of some of the matters that need to be considered before purchasing a strata unit, see Division 3 of this Schedule.

Particulars of building indemnity insurance

Note:

Building indemnity insurance is not required for:

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

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

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

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

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

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

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

2 Name of insurer:

3 Limitations on the liability of the insurer:

4 Name of builder:

5 Builder's licence number:

6 Date of issue of insurance:

7 Description of insured building work:

Exemption from holding insurance:

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

[ ]

If YES, give details:

(a) Date of the exemption:

(b) Name of builder granted the exemption:

(c) Licence number of builder granted the exemption:

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

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

Particulars relating to asbestos at workplaces

1 In these particulars:

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

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

2 Is there a workplace on the land?

[ ]

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

[ ]

4 If YES, does that register record any asbestos or asbestos containing material at the workplace (or likely to be present at the workplace from time to time) and specify the location, type and condition of that asbestos or asbestos containing material?

[ ]

5 If YES:

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

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

[ ]

If YES, give details:

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

[ ]

If YES, give details:

Note:

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

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

(b) if:

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

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

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

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

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

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

Particulars relating to aluminium composite panels ☑

Has the vendor been notified that a building on the land has been identified, as part of a *South Australian Building Cladding Audit* initiated in 2017 and conducted by the former Department of Planning, Transport and Infrastructure in conjunction with the Metropolitan Fire Service, Country Fire Service and councils—

(a) as having aluminium composite panels installed on the exterior of the building; and

(b) as constituting a moderate, high or extreme risk as a result of that installation; and

(c) as requiring remediation to reduce the risk to an acceptable level; and

(d) as not having had the necessary remedial work performed or a determination made by the appropriate authority of the relevant council (within the meaning of section 157 of the *Planning, Development and Infrastructure Act 2016*) that no further action is required?

[**NOT AWARE**]

If YES, give details of the following:

1 the actions required to remediate the risk (if known):

2 the estimated costs of remediation (if known):

Particulars relating to court or tribunal process ☐

If process has issued out of any court or tribunal in relation to a claim—

(a) that is stated to affect the land or the value of which is $5 000 or more; and

(b) that presently affects (or may prospectively affect) title to, or the possession or enjoyment of, the land,

the vendor must provide the following particulars:

1 Name of court or tribunal:

2 Names of parties:

3 Nature of claim:

4 Amount of claim (if applicable):

5 Amount of judgment (if applicable):

6 Name of judgment creditor (if applicable):

Particulars relating to land irrigated or drained under Irrigation Acts ☐

1 Land irrigated or drained under *Irrigation Act 2009* ☐

If the land is land in respect of which water is supplied or delivered, or is drained, through an irrigation or drainage system provided by an irrigation trust under the *Irrigation Act 2009*:

(a) has the trust given notice under section 40 of that Act in respect of the land?

[ ]

If YES, specify:

(i) the date on which notice was given:

(ii) the requirements of the notice:

(iii) the amount (if any) payable under section 40(7) of the Act:

(b) has the trust given notice under section 50 of that Act?

[ ]

If YES, specify:

(i) the date on which notice was given:

(ii) the amount payable (including interest, if any):

2 Land irrigated or drained under *Renmark Irrigation Trust Act 2009* ☐

If the land is land in respect of which water is supplied or delivered, or is drained, through an irrigation or drainage system provided by the Renmark Irrigation Trust under the *Renmark Irrigation Trust Act 2009*:

(a) has the Trust given notice under section 41 of that Act in respect of the land?

[ ]

If YES, specify:

(i) the date on which notice was given:

(ii) the requirements of the notice:

(iii) the amount (if any) payable under section 41(7) of the Act:

(b) has the Trust given notice under section 52 of that Act in respect of the land?

[ ]

If YES, specify:

(i) the date on which notice was given:

(ii) the amount payable (including interest, if any):

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?

[**NO**]

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

[**NO**]

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

[**NO**]

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

[**NO**]

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

[**NO**]

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

[**NO**]

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

[**NO**]

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

[**NO**]

Note:

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

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

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

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

[**NO**]

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

[**NO**]

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

[**NO**]

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

[**NO**]

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

[**NO**]

Note:

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

6 Further information held by councils

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

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

(b) a change in the use of the land or part of the land (within the meaning of the repealed *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.

Particulars relating to *Livestock Act 1997*

1 Has any notice under section 33 or 37 of the *Livestock Act 1997* been made that affects, presently or prospectively, enjoyment of the land?

[ ]

If YES, give details of the following:

Date of notice:

Terms of notice:

2 Has any order under section 38, or notice under section 72, of the *Livestock Act 1997* been issued to the vendor in relation to the land or any building on the land?

[ ]

If YES, give details of the following:

Date of order or notice:

Terms of order or notice:

Schedule—Division 3—Community lots and strata units

Matters to be considered in purchasing a community lot or strata unit

The property you are buying is on strata or community title. There are special obligations and restrictions that go with this kind of title. Make sure you understand these. If unsure, seek legal advice before signing a contract. For example:

Governance

You will automatically become a member of the body corporate, which includes all owners and has the job of maintaining the common property and enforcing the rules. Decisions, such as the amount you must pay in levies, will be made by vote of the body corporate. You will need to take part in meetings if you wish to have a say. If outvoted, you will have to live with decisions that you might not agree with.

If you are buying into a mixed use development (one that includes commercial as well as residential lots), owners of some types of lots may be in a position to outvote owners of other types of lots. Make sure you fully understand your voting rights, see later.

Use of your property

You, and anyone who visits or occupies your property, will be bound by rules in the form of articles or by-laws. These can restrict the use of the property, for example, they can deal with keeping pets, car parking, noise, rubbish disposal, short-term letting, upkeep of buildings and so on. Make sure that you have read the articles or by-laws before you decide whether this property will suit you.

Depending on the rules, you might not be permitted to make changes to the exterior of your unit, such as installing a television aerial or an air-conditioner, building a pergola, attaching external blinds etc without the permission of the body corporate. A meeting may be needed before permission can be granted. Permission may be refused.

Note that the articles or by-laws could change between now and when you become the owner: the body corporate might vote to change them. Also, if you are buying before the community plan is registered, then any by-laws you have been shown are just a draft.

Are you buying a debt?

If there are unpaid contributions owing on this property, you can be made to pay them. You are entitled to know the financial state of the body corporate and you should make sure you see its records before deciding whether to buy. As a prospective owner, you can write to the body corporate requiring to see the records, including minutes of meetings, details of assets and liabilities, contributions payable, outstanding or planned expenses and insurance policies. There is a fee. To make a request, write to the secretary or management committee of the body corporate.

Expenses

The body corporate can require you to maintain your property, even if you do not agree, or can carry out maintenance and bill you for it.

The body corporate can require you to contribute to the cost of upkeep of the common property, even if you do not agree. Consider what future maintenance or repairs might be needed on the property in the long term.

Guarantee

As an owner, you are a guarantor of the liabilities of the body corporate. If it does not pay its debts, you can be called on to do so. Make sure you know what the liabilities are before you decide to buy. Ask the body corporate for copies of the financial records.

Contracts

The body corporate can make contracts. For example, it may engage a body corporate manager to do some or all of its work. It may contract with traders for maintenance work. It might engage a caretaker to look after the property.

It might make any other kind of contract to buy services or products for the body corporate. Find out what contracts the body corporate is committed to and the cost.

The body corporate will have to raise funds from the owners to pay the money due under these contracts. As a guarantor, you could be liable if the body corporate owes money under a contract.

Buying off the plan

If you are buying a property that has not been built yet, then you cannot be certain what the end product of the development process will be. If you are buying before a community plan has been deposited, then any proposed development contract, scheme description or by-laws you have been shown could change.

Mixed use developments—voting rights

You may be buying into a group that is run by several different community corporations. This is common in mixed use developments, for example, where a group of apartments is combined with a hotel or a group of shops. If there is more than 1 corporation, then you should not expect that all lot owners in the group will have equal voting rights. The corporations may be structured so that, even though there are more apartments than shops in the group, the shop owners can outvote the apartment owners on some matters. Make enquiries so that you understand how many corporations there are and what voting rights you will have.

Further information

The Real Estate Institute of South Australia provides an information service for enquiries about real estate transactions, see www.reisa.com.au.

The Australian Institute of Conveyancers (SA Division) (AICSA) provides information and operates a Public Advice Service with respect to conveyancers and the conveyancing process, see www.aicsa.com.au.

Information and a booklet about strata and community titles is available from the Legal Services Commission of South Australia at www.lsc.sa.gov.au.

You can also seek advice from a legal practitioner.

ANNEXURES

The following documents are annexed hereto:

Annexure A	**Register search of Certificate of Title**
Annexure B	**Property Interest Report**
Annexure C	**Council search response including rates notice and attachments**
Annexure D	**Certificates of Emergency Services Levy payable, Land Tax payable and Water and Sewerage Charges & Encumbrance Information**
Annexure E	**Copy of Memorandum of Encumbrance Dealing No. 13422683**
Annexure F	**Prescribed Notice**

ACKNOWLEDGEMENT OF RECEIPT

*I/We, the abovenamed Purchaser(s), hereby acknowledge having received this day this Statement under section 7 under the *Land and Business (Sale and Conveyancing) Act* 1994 with the annexures as set out above.

Dated this _____ day of _____ 20

SIGNED for and on behalf of the Purchaser

_____

*(*Strike out whichever is not applicable)*

Annexure A

Register search of Certificate of Title

Product	Register Search (CT 6170/212)
Date/Time	26/05/2026 04:41PM
Customer Reference	5297892
Order ID	20260526010141

REAL PROPERTY ACT, 1886
South Australia

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

Certificate of Title - Volume 6170 Folio 212

Parent Title(s) CT 5882/43

Creating Dealing(s) RTC 12472011

Title Issued 29/02/2016 **Edition** 2 **Edition Issued** 09/12/2020

Estate Type

FEE SIMPLE

Registered Proprietor

ALEXANDER LUKE PERRIN
OF 12 RIVERWALK PLACE PARAFIELD GARDENS SA 5107

Description of Land

ALLOTMENT 716 DEPOSITED PLAN 111747
IN THE AREA NAMED SMITHFIELD PLAINS
HUNDRED OF MUNNO PARA

Easements

NIL

Schedule of Dealings

Dealing Number	Description
13422683	ENCUMBRANCE TO SOUTH AUSTRALIAN HOUSING TRUST
13422684	MORTGAGE TO WESTPAC BANKING CORPORATION (ACN: 007 457 141)

Notations

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

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

Annexure B

Property Interest Report

Property Interest Report

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

Title Reference	CT 6170/212	**Reference No.**	2785276
Registered Proprietors	A L*PERRIN	**Prepared**	26/05/2026 16:41
Address of Property	9 BARBON LANE, SMITHFIELD PLAINS, SA 5114		
Local Govt. Authority	CITY OF PLAYFORD		
Local Govt. Address	12 BISHOPSTONE ROAD DAVOREN PARK SA 5113		

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

Table of Particulars

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

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

Prescribed encumbrance		Particulars (Particulars in bold indicates further information will be provided)
1.	**General**	
1.1	Mortgage of land *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Refer to the Certificate of Title
1.2	Easement (whether over the land or annexed to the land) Note--"Easement" includes rights of way and party wall rights *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Refer to the Certificate of Title
1.3	Restrictive covenant *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance
1.4	Lease, agreement for lease, tenancy agreement or licence (The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.) *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Refer to the Certificate of Title also Contact the vendor for these details
1.5	Caveat	Refer to the Certificate of Title
1.6	Lien or notice of a lien	Refer to the Certificate of Title
2.	***Aboriginal Heritage Act 1988***	
2.1	section 9 - Registration in central archives of an Aboriginal site or object	Aboriginal Affairs and Reconciliation in AGD has no registered entries for Aboriginal sites or objects affecting this title
2.2	section 24 - Directions prohibiting or restricting access to, or activities on, a site or	Aboriginal Affairs and Reconciliation in AGD has no record of any direction affecting this title

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

3. *Burial and Cremation Act 2013*

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

4. *Crown Rates and Taxes Recovery Act 1945*

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

5. *Development Act 1993* (repealed)

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

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

6. Repealed Act conditions

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

7. *Emergency Services Funding Act 1998*

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

8. *Environment Protection Act 1993*

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

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

9. *Fences Act 1975*

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

10. *Fire and Emergency Services Act 2005*

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

11. *Food Act 2001*

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

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

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

13. *Heritage Places Act 1993*

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

14. *Highways Act 1926*

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

15. *Housing Improvement Act 1940* (repealed)

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

16. *Housing Improvement Act 2016*

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

17. *Land Acquisition Act 1969*

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

18. *Landscape South Australia Act 2019*

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

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

19. *Land Tax Act 1936*

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

20. *Local Government Act 1934* (repealed)

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

21. *Local Government Act 1999*

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

22. *Local Nuisance and Litter Control Act 2016*

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

23. *Metropolitan Adelaide Road Widening Plan Act 1972*

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

24. *Mining Act 1971*

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

25. *Native Vegetation Act 1991*

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

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

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

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

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

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

28. *Phylloxera and Grape Industry Act 1995*

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

29. *Planning, Development and Infrastructure Act 2016*

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

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

30. *Plant Health Act 2009*

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

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

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

32. *South Australian Public Health Act 2011*

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

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

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

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

34. *Water Industry Act 2012*

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

35. *Water Resources Act 1997* (repealed)

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

36. Other charges

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

Other Particulars

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

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

Additional Information

The following additional information is provided for your information only.
These items are not prescribed encumbrances or other particulars prescribed under the Act.

1.	Pipeline Authority of S.A. Easement	Epic Energy has no record of a Pipeline Authority Easement relating to this title
2.	State Planning Commission refusal	No recorded State Planning Commission refusal
3.	SA Power Networks	SA Power Networks has no interest other than that recorded on the attached notice or registered on the Certificate of Title
4.	South East Australia Gas Pty Ltd	SEA Gas has no current record of a high pressure gas transmission pipeline traversing this property
5.	Central Irrigation Trust	Central Irrigation Trust has no current records of any infrastructure or Water Delivery Rights associated to this title.
6.	ElectraNet Transmission Services	ElectraNet has no current record of a high voltage transmission line traversing this property
7.	Outback Communities Authority	Outback Communities Authority has no record affecting this title
8.	Dog Fence *(Dog Fence Act 1946)*	This title 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.

Certificate of Title

Title Reference	CT 6170/212
Status	CURRENT
Easement	NO
Owner Number	18649262
Address for Notices	12 RIVERWALK PL PARAFIELD GARDENS, SA 5107
Area	311m² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

ALEXANDER LUKE PERRIN
OF 12 RIVERWALK PLACE PARAFIELD GARDENS SA 5107

Description of Land

ALLOTMENT 716 DEPOSITED PLAN 111747
IN THE AREA NAMED SMITHFIELD PLAINS
HUNDRED OF MUNNO PARA

Last Sale Details

Dealing Reference	TRANSFER (T) 13422682
Dealing Date	04/12/2020
Sale Price	$102,500
Sale Type	FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
ENCUMBRANCE	13422683	SOUTH AUSTRALIAN HOUSING TRUST
MORTGAGE	13422684	WESTPAC BANKING CORPORATION (ACN: 007 457 141)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
2908906952	CURRENT	9 BARBON LANE, SMITHFIELD PLAINS, SA 5114

Notations

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

Dealings Affecting Title

NIL

Notations on Plan

NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	2908906952
Type	Site & Capital Value
Date of Valuation	01/01/2025
Status	CURRENT
Operative From	01/07/2016
Property Location	9 BARBON LANE, SMITHFIELD PLAINS, SA 5114
Local Government	PLAYFORD
Owner Names	ALEXANDER LUKE PERRIN
Owner Number	18649262
Address for Notices	12 RIVERWALK PL PARAFIELD GARDENS, SA 5107
Zone / Subzone	MPN - Master Planned Neighbourhood \ EAC - Emerging Activity Centre
Water Available	Yes
Sewer Available	Yes
Land Use	1100 - House
Description	4HG
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
D111747 ALLOTMENT 716	CT 6170/212

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	$181,000	$590,000			
Previous	$151,000	$520,000			

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

Building Details

Valuation Number	2908906952
Building Style	Conventional
Year Built	2021
Building Condition	Very Good
Wall Construction	Brick
Roof Construction	Colourbond
Equivalent Main Area	127 sqm
Number of Main Rooms	4

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

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

Annexure C

Council search response including rates notice and attachments

27 May 2026

SEARCH NO: 81633

Infotrack Pty Ltd
PO Box 10314 Adelaide Street
BRISBANE QLD 4001

ALLOTMENT / PROPERTY ADDRESS	**LOT 716 SEC 4100 DP 111747 HD OF MUNNO PARA, 9 BARBON LANE, SMITHFIELD PLAINS SA 5114**
TITLE:	**CT-6170/212**
VALUATION NO:	**2908906952**
ASSESSMENT NO:	**100150341**
OWNER:	**MR A L PERRIN**

In response to your enquiry, I supply the following information:

PARTICULARS OF COUNCIL RATES & OTHER LAWFUL CHARGES
Rates Declared 24 June 2025

Current rates	$2,044.65	Quarter 1 due 02/09/25
Rebate/Remissions	$0.00	
Current fines	$560.00	
Arrears	$6,532.60	Monthly fines to be applied on arrears
Legal Fees	$1,719.20	
Property related debts	$0.00	
Regional Landscape Levy	$33.70	
Payments/Adjustment	$0.00	
Overpayments	$0.00	
TOTAL OUTSTANDING	**$10,890.15**	Please check the balance before settlement

*****When notifying the City of Playford regarding the change of ownership please include the mobile phone number and email address of new Ratepayers to enable future SMS and email contact*****

Please ensure your Vendor cancels any existing Direct Debit, Centrepay or Bpay payment deductions and Ezybill for this property.

Payment of rates balance at settlement can be made by:

EFT: City of Playford BSB 065 137 Account Number 1039 5805

Reference must include Rates Assessment number and Remittance details emailed to

Revenue@playford.sa.gov.au

Bpay: Biller Code: 303206 Biller reference: Refer Rates Assessment number

Credit Card: pay by credit card on our website www.playford.sa.gov.au

OTHER MATTERS PURSUANT TO SECTION 187 (4) OF THE LOCAL GOVERNMENT ACT CERTIFICATES ARE ONLY VALID AS AT THE DATE OF ISSUE.

Legal action taken	YES
Notice issued under the Local Government Act 1999	YES RATES
Easement, Right of Way, Restricted covenant, Lien or caveat in which council has an interest	REFER TO TITLE

Please note: The above information is supplied for the purposes of Section 7 of the Land & Business (Sale and Conveyancing) Act 1994 and relates only to matters in which council has an interest.

For Chief Executive Officer.

Rates Administration Officer
Rates Officer

9 Barbon Lane
SMITHFIELD PLAINS SA 5114

Planning, Development & Infrastructure Act 2016			
29.1	Planning and Design Code Zone / Subzone / Overlay	See Plan SA Extract	
	Is the land situated in a State Heritage place		NO
	Is the land designated as a place of local heritage value		NO
	Is there a tree declared to be a significant tree or a stand of trees declared to be significant trees on the land		Unknown
	Is there a current amendment to the Planning and Design Code released for public consultation by the State Planning Commission on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation		Yes See Below
29.2	Section 127 – Condition (that continues to apply) of a development authorisation under the Planning, Development and Infrastructure Act		See Extract If Applicable
29.3 29.4 29.5 29.6 29.7 29.8 29.13 29.14	Planning, Development and Infrastructure Act Notices / Orders / Requirements		NO
29.9	Land Management Agreement (Section 192 or 193)		SEE CERTIFICATE OF TITLE
29.10 29.11	Requirement or Agreement to vest land in Council or Crown to be held as open space		NO
29.12	General rights of review and appeal (Part 16 Division 1 Proceedings).		NO
Development Act 1993			

5.1	Development Plan Zone / Policy Area	NA	
	Is the land situated in a designated State Heritage Area		Development Act now repealed – refer to 29.1
	Is the land designated as a place of local heritage value		Development Act now repealed – refer to 29.1
	Is there a current Development Plan Amendment released for public consultation by the Minister on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation		NO
	Subject to a Development Consent / Conditions (under the Development Act 1993) which continue to apply		See Below If applicable
	Is there a current Development Plan Amendment released for public consultation by the council on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?		Development Act now repealed
	Is there a current Development Plan Amendment released for public consultation by the Minister on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?		Development Act now repealed
5.2 5.3	Requirement or Agreement to vest land in Council or Crown to be held as open space		NO
5.4 5.5 5.6 5.7 5.8 5.9 5.10 5.11 5.12	Development Act Notices / Orders / Requirements		NO
5.6	Land Management Agreement (Section 57)		SEE CERTIFICATE OF TITLE
Repealed Act Conditions			

6.1	Condition (that continues to apply) of an approval or authorisation granted under the *Building Act 1971* (repealed), the *City of Adelaide Development Control Act 1976* (repealed), the *Planning Act 1982* (repealed) or the *Planning and Development Act 1966* (repealed)	See Below If applicable
	Notices	
	Development Act / Public & Environmental Health Act Notices	See Below If applicable
Fire and Emergency Services Act 2005		
10.1	Fire & Emergency Services Act 2005 Notice (Section 105F)	See Below If applicable
Public Health Act 2011		
32.3	Condition (that continues to apply) of an approval under the South Australian Public Health (Wastewater) Regulations 2013 or Public and Environmental Health (Waste Control) Regulations 2010 (revoked)	See Below If applicable
Further Information Held by Council		
36.1	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)?	See Below If applicable
	Proclamations / Agreements	SEE CERTIFICATE OF TITLE

For Chief Executive Officer.

Development Services Officer

Development Approvals under repealed acts prior PDI Act 2021

292/1612/2020 - Construction of a detached dwelling - rescode certified
Date of Decision : 24 November 2020 Authority: Council
Nil Continuing Condition (s)

Planning & Design Code Amendments

The Planning and Design Code must be read in conjunction with any amendments published in the online Planning and Design Code, on the SA Planning portal.

The following amendments are currently on consultation, under consideration or still to come into operation
Code Amendments | PlanSA

Development Plan Amendments (DPA)

The Playford Council Development Plan must be read in conjunction with any amendments published in the Government Gazette, but not yet consolidated in the plan.

The following amendments are currently on consultation, under consideration or still to be consolidated into the Playford Development Plan:

- NIL

Important Information

Please note: Where Section 34 of the Building Work Contractors Act 1995 requires that building indemnity insurance be taken out in respect of certain types of domestic building work commenced after 1st May 1987, intending purchasers of this property should contact the Council's Building Section for information on whether an insurance policy exists in respect of any building erected on this land.

Particulars Relating to Environment Protection - Further information held by councils
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.

PLEASE TAKE NOTE: Various areas within the Council are at risk of flooding. The Council is not required by Section 7 of the *Land and Business (Sale and Conveyancing) Act 1994* to provide information in relation to whether this property is within a flood risk area or the possible extent of any flood risk as part of this Statement. Nevertheless, the Council can inform you that it has received a report by the Department for Transport, Energy & Infrastructure containing new hydrological data for the Gawler River Flood Plain area which may result in the boundaries of the flood risk area being amended. Flood mapping and modelling has been undertaken using this new hydrological data.
The Floodplain Mapping Report is available at the following website:

Gawler River Floodplain Management Authority | Town of Gawler Council

Swimming Pool Legislation
On 1st October 2008, new provisions for swimming pool safety took effect in South Australia. A new clause 71AA has been inserted under the Development Act 1993. The effect of the legislative changes is that all swimming pools approved, constructed or installed prior to 1st July 1993 must be upgraded to the current standard required by the Development Act 1993 on or before the date of transfer of the title of the land where the swimming pool is situated.
The onus is on the owner of the land to ensure the swimming pool safety features are upgraded prior to settlement being affected upon sale of the land.

Data Extract for Section 7 search purposes

VALUATION ID 2908906952

Data Extract Date: 27/05/2026

Important Information

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

Parcel ID: D111747 AL716
Certificate Title: CT6170/212
Property Address: 9 BARBON LANE SMITHFIELD PLAINS SA 5114

Zones

Master Planned Neighbourhood (MPN)

Subzones

Emerging Activity Centre (EAC)

Zoning overlays

Overlays

Affordable Housing
The Affordable Housing Overlay seeks to ensure the integration of a range of affordable dwelling types into residential and mixed use development.
Building Near Airfields
The Building Near Airfields Overlay seeks to ensure development does not pose a hazard to the operational and safety requirements of commercial and military airfields.
Defence Aviation Area (All structures over 45 metres)
The Defence Aviation Area Overlay seeks to ensure building height does not pose a hazard to the operational and safety requirements of Defence Aviation Areas.
Hazards (Flooding - General)
The Hazards (Flooding - General) Overlay seeks to minimise impacts of general flood risk through appropriate siting and design of development.
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.

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.
Water Resources
The Water Resources Overlay seeks to protect the quality of surface waters in South Australia.

Is the land situated in a State Heritage Place/Area

No
Open the SA Heritage Places Database Search tool to find the locations' Heritage Place Details.
http://maps.sa.gov.au/heritagesearch/HeritageSearchLocation.aspx

Is the land designated as a Local Heritage Place

No
Open the SA Heritage Places Database Search tool to find the locations' Heritage Place Details.
http://maps.sa.gov.au/heritagesearch/HeritageSearchLocation.aspx

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

NO

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

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

Associated Development Authorisation Information

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

No

Land Management Agreement (LMA)

No

Annexure D

Certificates of Emergency Services Levy payable, Land Tax payable and Water and Sewerage Charges & Encumbrance Information

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 865
Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

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

PIR Reference No: 2785276

DATE OF ISSUE
27/05/2026

TG LEGAL & TECHNOLOGY PTY LTD
GPO BOX 1663
ADELAIDE SA 5001

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

OWNERSHIP NUMBER	OWNERSHIP NAME
18649262	A L PERRIN

PROPERTY DESCRIPTION

9 BARBON LANE / SMITHFIELD PLAINS SA 5114

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R4	RE
2908906952	CT 6170/212	$590,000.00	1.000	0.400

LEVY DETAILS:

FINANCIAL YEAR
2025-2026

FIXED CHARGE	**$**	50.00
+ VARIABLE CHARGE	**$**	199.65
- REMISSION	**$**	120.15
- CONCESSION	**$**	0.00
+ ARREARS / - PAYMENTS	**$**	-129.50
= AMOUNT PAYABLE	**$**	0.00

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

EXPIRY DATE **25/08/2026**

Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE

Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

Biller Code: 456285 **Ref: 7018373816** Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au ® Registered to BPAY Pty Ltd ABN 69 079 137 518	**To pay via the internet go to:** www.revenuesaonline.sa.gov.au	Send your cheque or money order, made payable to the **Community Emergency Services Fund**, along with this **Payment Remittance Advice** to: **Please refer below.** **Revenue SA** **Locked Bag 555** **ADELAIDE SA 5001**

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

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 865
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

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

PIR Reference No: 2785276

DATE OF ISSUE
27/05/2026

TG LEGAL & TECHNOLOGY PTY LTD
GPO BOX 1663
ADELAIDE SA 5001

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

OWNERSHIP NAME
A L PERRIN

FINANCIAL YEAR
2025-2026

PROPERTY DESCRIPTION
9 BARBON LANE / SMITHFIELD PLAINS SA 5114

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
2908906952	CT 6170/212	$181,000.00	0.0311 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 **25/08/2026**

Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

Biller Code: 456293 **Ref: 7018373725** Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au ® Registered to BPAY Pty Ltd ABN 69 079 137 518	**To pay via the internet go to:** www.revenuesaonline.sa.gov.au	Send your cheque or money order, made payable to the **Commissioner of State Taxation**, along with this **Payment Remittance Advice** to: **Please refer below.** **Revenue SA** **Locked Bag 555** **ADELAIDE SA 5001**

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

SA Water

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
29 08906 95 2	CT6170212	28/5/2026	8878	2785276

TG LEGAL & TECHNOLOGY PTY LTD
LEVEL 7
19 GOUGER ST
ADELAIDE SA 5000
jhusson@tglegaltech.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: A L PERRIN
Location: 9 BARBON LANE SMITHFIELD PLAINS LT716 D111747
Description: H Capital Value: $ 590 000
Rating: Residential

Periodic charges

Raised in current years to 30/6/2026

				$
		Arrears as at: 30/6/2025	:	1,117.46
Water main available:	31/5/2017	Water rates	:	329.20
Sewer main available:	31/5/2017	Sewer rates	:	376.00
		Water use	:	61.11
		SA Govt concession	:	0.00
		Recycled Water Use	:	0.00
		Service Rent	:	0.00
		Recycled Service Rent	:	0.00
		Other charges	:	451.68
		Goods and Services Tax	:	0.00
		Amount paid	:	0.00
		Balance outstanding	:	2,335.45

Degree of concession: 00.00%
Recovery action taken: SUMMONS ISSUED

Next quarterly charges: Water supply: Not declared Sewer: Not declared Bill: 5/8/2026

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

The last Water Use Year ended on 14/04/2026.

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

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

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

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

A Summons has been issued for non-payment of water and sewer rates. To date legal costs of $431.28 has been incurred and are included in the balance outstanding. To prevent further legal action please confirm date of settlement by contacting the SA Waters Recoveries Officer on (08) 7424 1610.

SA Water

South Australian Water Corporation

Name:
A L PERRIN

Water & Sewer Account
Acct. No.: 29 08906 95 2

Amount: _____

Address:
9 BARBON LANE SMITHFIELD PLAINS
LT716 D111747

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	2908906952

BPAY

Biller code: 8888
Ref: 2908906952

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: 2908906952

Annexure E

Copy of Memorandum of Encumbrance Dealing No. 13422683

E 13422683

Lodged: 04 December 2020 12:46:02 PM
2 OF 3

Form M2
Version 39.13

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

Registered: 09 December 2020 12:47:00 PM

ENCUMBRANCE

Responsible Subscriber: MSA NATIONAL (EL - PEXA) (E100387)
Reference: Allot 716 Barbon Lan

ELN Lodgement Case ID: 205506514
ELN Workspace ID: 5276373

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.

ESTATE AND/OR INTEREST BEING ENCUMBERED

FEE SIMPLE

LAND DESCRIPTION

THE WHOLE OF THE LAND IN CT VOLUME 6170 FOLIO 212

ENCUMBRANCER (Full name and address)

ALEXANDER LUKE PERRIN OF 12 RIVERWALK PL PARAFIELD GARDENS SA 5107

ENCUMBRANCEE (Full name, address and mode of holding)

SOUTH AUSTRALIAN HOUSING TRUST OF CONVEYANCING, RIVERSIDE CENTRE 0 NORTH TCE ADELAIDE SA 5000

THE ENCUMBRANCER ENCUMBERS THE ESTATE AND INTEREST IN THE LAND DESCRIBED FOR THE BENEFIT OF THE ENCUMBRANCEE WITH AN ANNUITY OR RENT CHARGE OF TEN CENTS ($0.10) IF DEMANDED TO BE PAID TO THE ENCUMBRANCEE ANNUALLY AT THE TIMES AND IN THE MANNER FOLLOWING COMMENCING 01 JANUARY 2021 FOR A PERIOD OF 999 YEARS

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

TERMS AND CONDITIONS OF THIS ENCUMBRANCE

(a) Document Reference

(b) Additional terms and conditions

Refer to Covenants

DATED 04 DECEMBER 2020

CERTIFICATION

Encumbrancer

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

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

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

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

Julie Anne Schreiber

Practitioner Certifier

For: SCHREIBER CONVEYANCING

On behalf of: ALEXANDER LUKE PERRIN

Encumbrancee

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 legislation and any Prescribed Requirement.

Cheryl Ward

Practitioner Certifier

For: SOUTH AUSTRALIAN HOUSING TRUST

On behalf of: SOUTH AUSTRALIAN HOUSING TRUST

This is a representation of an instrument that was electronically lodged

COVENANTS

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:

The purpose of this encumbrance

1. The encumbrancer on page 1 ("Owner"), grants this encumbrance -

   1.1 for the benefit of the encumbrancee on page 1 ("Encumbrancee");

   1.2 to charge the land identified in the "Certificate(s) of Title Being Encumbered" panel on page 1 ("Land") with the payment of the annuity on page 1 ("Rent Charge");

   1.3 for the purpose of a common building scheme for the Development Zone and the Owner acknowledges that the covenants of this encumbrance are for the benefit of both the Encumbrancee and for the benefit of all other persons claiming under the Encumbrancee as purchasers of any allotment within the Development Zone;

   1.4 with the intent that its covenants run with the land and be binding also on anyone who becomes the owner of the land after the Owner.

Interpreting this encumbrance

2. In this encumbrance, unless the contrary intention appears -

   2.1 "**Land**" means all the land and any rights and easements described in the "Certificates of Title Being Encumbered" panel on page 1;

   2.2 "**Development Zone**" means Allotments 701-721 in DP 111747;

   2.3 "**development**" means work of any kind, including but not limited to -

      2.3.1 "building work" as defined in the Building Works Contractors Act 1995 (SA);

      2.3.2 the construction or alteration of any permanent or temporary structure;

      2.3.3 repairs, painting or improvements of any kind.

   2.4 "**Encumbrance Manager**" means such person(s) appointed by the Encumbrancee from time to time during the term of this encumbrance to review the Owner's plans and specifications for the Owner's proposed development of the Land against the requirements of this encumbrance, for the purposes of determining whether to approve the Owner's plans and specifications, which is a requirement of clause 10 of this encumbrance, in respect of which the Encumbrancee has the right to change the nominated person acting as the encumbrance manager, by posting the new details of the encumbrance manager on the Playford Alive website (www.playfordalive.com.au);

   2.5 "**Encumbrancee**" means the person described in the panel entitled "Encumbrancee" on page 1 of this encumbrance and its successor and assigns;

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

   2.7 "**substantial commencement**" means that development of the Land has reached the point where the construction of all foundations and footings necessary to support the dwelling approved pursuant to this encumbrance (and for which the Owner has obtained all required development authorisations), have been completed in accordance with those required approvals;

   2.8 reference to giving access to the Encumbrancee includes giving access to the Encumbrancee's employees agents and contractors;

   2.9 reference to a party includes the party's successors and transferees (and also the party's personal representatives if the party is a natural person);

2.10 reference to any statute includes statutes which change or replace it; and

2.11 any word indicating the singular includes the plural and vice versa.

3. If there is more than one Owner then

3.1 the Encumbrancee only has to give notices to one person; and

3.2 all the obligations on the Owner set out in this encumbrance are joint and several.

Rent Charge

4. Subject to clause 5, the Owner must pay the rent charge to the Encumbrancee:

4.1 during the term of this encumbrance; and

4.2 on 1 January immediately succeeding the grant of this encumbrance and on each succeeding 1 January.

5. The Owner must only pay the rent charge if payment is demanded by the Encumbrancee and the Encumbrancee will not demand payment of the rent charge so long as the Owner duly observes all the covenants in this encumbrance.

6. The provisions of clause 5 do not in any way affect or prejudice the Encumbrancee's rights to:

6.1 an injunction preventing or restraining any breach of the covenants in this encumbrance; or

6.2 damages for any such breach.

Subdivision

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

Planning and zoning laws

8. The Land must not be used or developed except in accordance with-

8.1 any laws relating to planning or zoning from time to time in force; and

8.2 the conditions of any relevant consent or approval given by the relevant planning authority in which the Land is located ("relevant planning authority").

9. Any approval granted by the Encumbrancee does not constitute an agreement or representation as to the adequacy, suitability or fitness of the proposal, plans or specifications so approved, nor that the relevant planning authority will grant its approval. The Owner acknowledges that it will not place any reliance on the approval of the Encumbrancee, whether for the purposes of planning or zoning laws or otherwise.

Restrictions on works

10. The Owner must not carry out any development on the Land other than in accordance with the "Playford Alive Residential Design Code" published by the Encumbrancee and attached as Annexure A of this Encumbrance ("Design Code") and the Building Envelope Plan published by the Encumbrancee and attached as Annexure B of this Encumbrance ("Building Envelope Plan").

11. 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 Encumbrance Manager:

11.1 erect a dwelling;

11.2 carry out any siteworks;

11.3 erect a fence or wall;

11.4 erect any external sign or hoarding, either freestanding or fixed to any other building or structure;

11.5 construct or create a parking area or otherwise set aside any area for the parking of vehicles forward of the dwelling.

12. The Owner must not submit any plans of building works to the relevant planning authority for its approval until it has obtained the approval of the Encumbrance Manager and attaches a copy of the approval issued by the Encumbrance Manager to the development application.

Certificate of compliance

13. The Encumbrancee will procure the Encumbrance Manager to not unreasonably delay its consideration of any plans and specifications submitted by the Owner for approval, in respect of which:

13.1 the Encumbrancee will use all reasonable endeavours to ensure that the Encumbrance Manager does not act unreasonably in refusing any approval or imposing any condition of approval under clauses 10 and/or 11, however, the Owner acknowledges that any refusal or condition imposed by the Encumbrance Manager cannot be deemed to be unreasonable if the Owner's plans and specifications as submitted:

13.1.1 are contrary to any provision of the Design Code or this encumbrance; or

13.1.2 do not achieve the streetscape required by the Encumbrancee in the general locality in which the Land is situated. An example of this is where the plans and specifications will result in the same or a similar façade treatment to multiple dwellings located in close proximity to one another.

13.2 the Encumbrancee will arrange for the Encumbrance Manager to provide the Owner with written notification of its decision in respect of the Owner's submitted plans and specifications promptly after the Encumbrance Manager has made a decision in respect of the Owner's submitted plans and specifications (which notification will incorporate any condition of approval issued by the Encumbrance Manager).

14. Without limiting the obligations on the Owner under clauses 7 - 12 (inclusive) of this encumbrance, the Owner must not:

14.1 permit to be located on the Land any transportable building, caravan, tent or other similar shelter that is visible from the street or any other public place;

14.2 delay (or permit to be delayed) the preparation of detailed plans and specifications for the development of the Land and lodgement of those plans and specifications with the Encumbrance Manager for approval, and the Owner acknowledges and agrees that it will be deemed to have delayed in complying with this obligation if it has failed to lodge plans and specifications for its development of the Land within 6 months of the date of this encumbrance;

14.3 delay (or permit to be delayed) the substantial commencement of the development of the Land beyond the date which is 12 months from the date of this encumbrance;

14.4 delay (or permit to be delayed) the completion of development of the Land (in accordance with the plans and specifications and any conditions of approval of the relevant planning authority or Encumbrance Manager) and the Owner acknowledges and agrees that it will be deemed to have delayed in complying with this obligation if construction of the development on the Land in accordance with the approved plans and specifications and development approval has not been completed within 24 months after the date of this encumbrance (for the purposes of this clause 14.4, completion of development means the building work for all the approved building structures is complete except for minor omissions and defects which do not prevent the building structures from being reasonably capable of being used for its intended purposes and rectification of which will not prejudice the convenient use of the building structures and all work on the external facade and external surfaces of the building structures are complete and all defects and minor omissions have been rectified);

14.5 permit the Land to be resold or advertised for sale unless a residential dwelling has been constructed on the Land (in accordance with the provisions of this encumbrance) or unless the Encumbrancee has consented in writing to such resale and/or advertising.

Breach

15. If the Owner is in default in complying with its obligations under any of clauses 7 - 12 (inclusive) or 14, and the Encumbrancee serves a written notice on the Owner requiring the Owner to remedy that default within the period specified in the written notice (which rectification period will be not less than thirty (30) days from the date of the notice), and the Owner fails to remedy that default within the period specified in the notice, the Encumbrancee will have the right to repurchase the Land from the Owner (including any development that has been undertaken on the Land as at that time), and the Owner must transfer its interest in the Land to the Encumbrancee (or its nominee) if the Encumbrancee gives a written notice exercising this repurchase right at any time within twelve (12) months of the Encumbrancee becoming entitled to exercise its repurchase right (and at the time of the Encumbrancee giving written notice exercising this repurchase right the Owner has not fully remedied the default specified in the Encumbrancee's initial default notice to the Owner), in respect of which the following provisions will apply to such transfer of the Land to the Encumbrancee (or to its nominee):

15.1 The purchase price will be the aggregate of:

15.1.1 the price paid for the Land by the Owner to the Encumbrancee (as expressed on the Memorandum of Transfer under which the Owner purchased the Land from the Encumbrancee);

15.1.2 the market value of the improvements existing on the Land as at the date that the Encumbrancee exercises its repurchase right, which is to be determined by a valuer appointed by the Encumbrancee, which valuer:

(a) is an expert and not an arbitrator;

(b) must take into account, in determining the market value of the improvements the cost to complete any additional or required works which are required by the Encumbrancee in order for the works to comply with the approvals and development authorisations applicable to the Owner's development;

(c) costs will be payable by the Owner and which the Encumbrancee is entitled to set off against the purchase price payable by the Encumbrancee for the purchase of the Land and the improvements;

(d) determination is final and binding upon both parties;

15.2 the transfer will be subject only to this encumbrance;

15.3 settlement of the transfer will take place within thirty (30) days after the determination of the purchase price, in exchange for a proper registrable transfer of the Land (subject only to this encumbrance) and delivery of the duplicate certificate of title;

15.4 the Encumbrancee must pay the entire purchase price on settlement of the transfer of the Land;

15.5 the Owner must pay all of the Encumbrancee's costs incurred in relation to its default and the exercise of the Encumbrancee's repurchase right (which the Encumbrancee is entitled to set off against the purchase price for the Land and the improvements);

15.6 despite clause 15.5 the Encumbrancee will pay the stamp duty and Lands Titles Registration Office registration fees associated with this transfer;

15.7 the transfer will otherwise be on the terms and conditions contained in the then current Real Estate Institute Contract for Sale and Purchase of land.

16. The Encumbrancee (or its employees, agents or contractors) has the right to enter the Land at any time (after giving at least 48 hours notice to the Owner), for the purpose of inspecting the Land to determine whether any of the Owner's obligations under this encumbrance have been breached. The Owner must not do (nor cause nor permit the doing of) anything to obstruct or hinder such entry or inspection.

Owner's obligations on transferring the Land

17. The Owner must not sell or transfer or otherwise dispose (or grant any legal or equitable interest in) the Land except subject to this encumbrance and procuring a replacement encumbrance from the incoming purchaser to the Encumbrancee, which is to be on the same terms as this encumbrance, which replacement encumbrance must be registered on the title for the Land immediately after the transfer of the Land from the Owner to the incoming purchaser, and before any other interest in the Land is created.

Waiver

18. The Encumbrancee may, in its absolute discretion, waive compliance with any of the requirements in the DesignCode.

19. The Encumbrancee may modify, waive or release any of the covenants in this encumbrance.

20. A party's action or lack of it, on any breach of this encumbrance by the other does not affect the party's rights if the other repeats or continues the breach.

21. No waiver by the Encumbrancee is effective unless it is in writing and is signed by the Encumbrancee.

22. The Encumbrancee may, from time to time, in its absolute discretion, lessen, waive or release any of the covenants and other obligations expressed or implied in any encumbrance document relating to other land within the Development Zone, whether such encumbrance was entered into before, at the same time or after the date of this encumbrance, and any such waiver on our part does not release the Owner (or its successors in title) from the obligations expressed or implied in this encumbrance.

Severance of invalid clauses

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

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

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

Payment of costs

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

27. The Owner must also pay the Encumbrancee any costs it incurs as a result of any breach of this encumbrance by the Owner or its employees, agents, contractors or invitees.

How notices may be given

28. All notices (including approvals or demands):

    28.1 must be in writing;

    28.2 must be given to the other party;

    28.3 can be given in person;

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

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

    28.6 can be given to the Owner by being left at, or sent by post to, the Land;

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

    28.8 may, if the party has a facsimile number, be sent by facsimile transmission to that facsimile

number. In that case, the notice is treated as having been given when the sender's facsimile machine confirms that the transmission has been successfully completed; and

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

Release on transfer

29. The Owner and its successors in title will be successively released and discharged from the payment of the Rent Charge and from the observance of the covenants and other stipulations contained and implied in this encumbrance upon ceasing to be registered owner of the Land to the intent that the Rent Charge and covenants and other stipulations will be binding only upon the registered proprietor for the time being of the Land.

Sunset Clause

30. The Encumbrancee's rights and obligations will cease four (4) years after the Encumbrancee ceases to be the registered proprietor of any land created in the Development Zone.

31. For the avoidance of doubt it is expressly stated that the rights and obligations of the owners of any land in the Development Zone arising under the building scheme created by this encumbrance will continue despite the provisions of clause 32.

32. The Owner acknowledges that the Encumbrancee may in its absolute discretion, at any time after completion of an approved building on the last remaining vacant allotment in the Development Zone (excluding any allotment on which no dwelling is permitted to be constructed), discharge all encumbrances throughout the Development Zone, without the Encumbrancee having to give any notice to the Owner.

Other Remedies

33. In addition to all the rights and powers as set out in this encumbrance, the Encumbrancee is entitled to all the powers, rights and remedies given to encumbrancees by the Real Property Act 1886.

ANNEXURE A

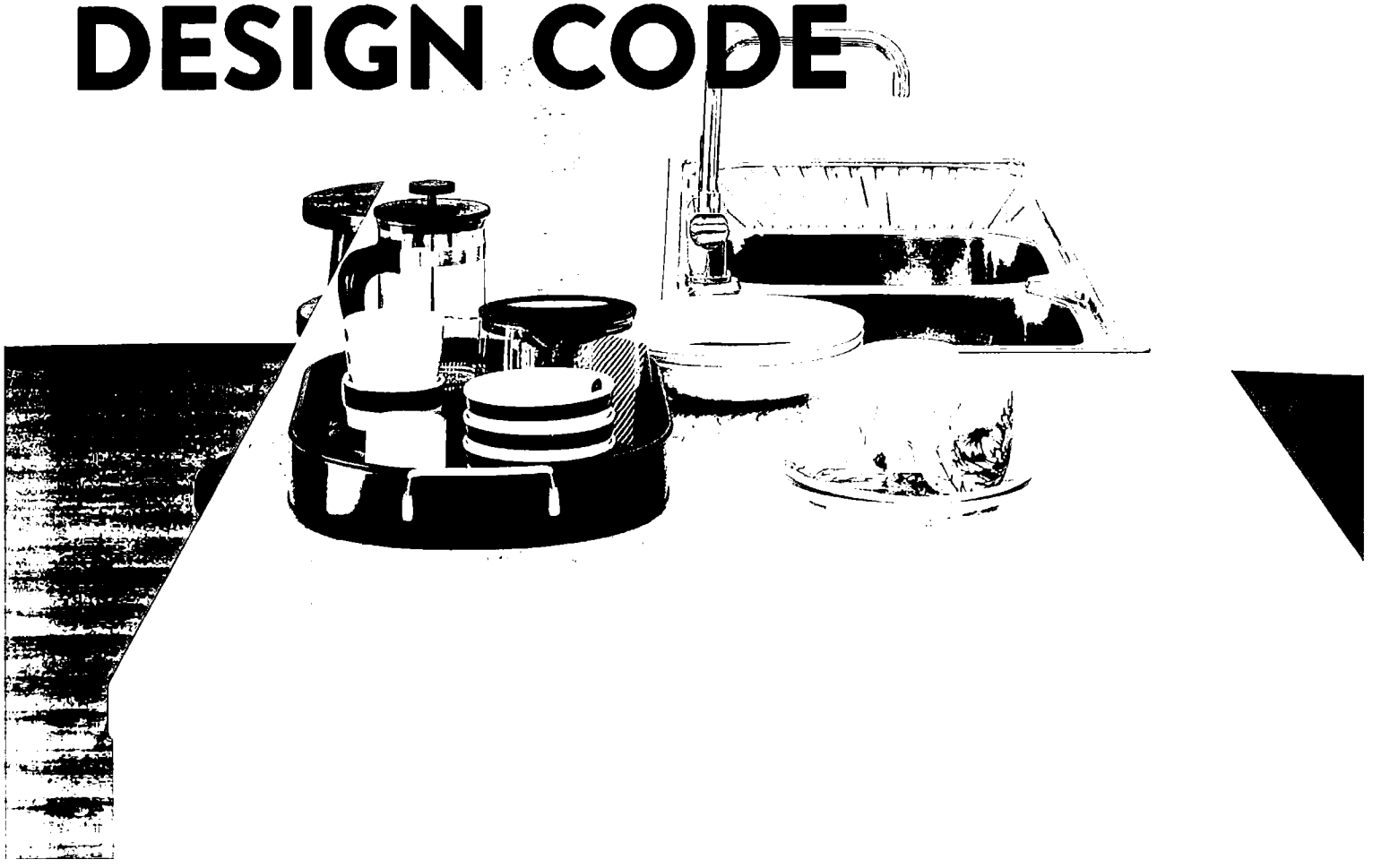
Design Code

PLAYFORD ALIVE

Annexure A



RESIDENTIAL **DESIGN CODE**



1. About this Code

Playford Alive is a master planned urban and community development within the City of Playford involving new land releases and the renewal of existing neighbourhoods. It is being developed using 'traditional neighbourhood design principles', supporting the wider project objectives of sustainability, enhancing social interaction and returning a sense of community to residential areas.

A key goal of Playford Alive is the promotion of a variety of housing types with the objectives of:

- Providing greater housing choice;
- Creating a broad price range for housing, incorporating both traditional detached housing and a range of other new and innovative housing products;
- Delivering built forms that address the street and the public domain.

To achieve these aims, a level of development guidance is required, in this case in the form of a Residential Design Code.

This Residential Design Code is provided to assist builders and designers. It aims to create high quality built outcomes that maintain property values and enhance lifestyle over time. While promoting an overall consistency of built form, they allow for individual diversity and choice.

1.1 RESIDENTIAL DESIGN CODE STRUCTURE

The structure of this Residential Design Code follows the design process and is set out as follows:

1. ABOUT THIS CODE:
A background to the Residential Design Code and its role in the approval process;

2. SUSTAINABILITY:
Achieving a more environmentally friendly dwelling, aiming to reduce your energy consumption;

3. PLANNING THE SITING OF YOUR HOME:
Arranging your house in the best way on your allotment;

4. YOUR HOUSE AND THE STREET:
Ensuring your block and others work together to contribute to a great, safe and friendly street.

1.2 RELATIONSHIP TO CITY OF PLAYFORD DEVELOPMENT CONTROLS

The Residential Design Code is to help your new home be part of a great neighbourhood. Approval from Renewal SA does not constitute Development Approval, which is required from the City of Playford; rather a contractual agreement between landowner and developer that prescribed standards are met to achieve project objectives.

Applicants should consult the City of Playford and other relevant authorities for information on other legislation and policies concerning residential development.

STEP 1: Read this Residential Design Code and consider the Building Envelope Plan for your allotment.

STEP 2: Prepare plans for your allotment and home.

STEP 3: Submit plans, materials and colour selections to Renewal SA for assessment (your builder will help you to do this, and may undertake this step on your behalf). Further information, clarifications, or amendments may be sought by Renewal SA to ensure your design meets this Residential Design Code.

STEP 4: Approval granted by Renewal SA. Stamped plans will be supplied to your builder for submission to the City of Playford for statutory development assessment.

STEP 5: Construction of your home.

STEP 6: Playford Alive Bonus Pack. Contact Renewal SA on 1800 644 780 to arrange selection of fencing and landscaping and to coordinate installation on-site.

1.3 PLAYFORD ALIVE BONUS PACK

The Playford Alive Bonus Pack incorporates a number of bonus items which are included when you purchase your allotment, including:

FREE front, side and rear fencing;

FREE front landscaping design and installation;

FREE driveway crossover;

FREE letterbox;

$250 hot water system rebate.

For queries about or help with this Residential Design Code, please contact Playford Alive on 1800 644 780.

2.4 WATER CONSERVATION

Minimising mains water use and using fit-for-purpose water will reduce demand on the drinking water system and benefit the environment. Houses in Munno Para will be supplied with a recycled water connection (lilac pipe network). This system will not be initially operational and will be charged with mains water. When operational, salinity levels could be up to 1200–1300ppm which should be considered for plant selections.

2.4.1 MUNNO PARA

- Independent plumbing must be installed to enable garden watering and flushing of toilets with recycled water through the lilac pipe network and must comply with the requirements of SA Water.
- External taps connected to the lilac pipe network must be provided at both the front and rear of the lot to enable recycled water irrigation. These taps must be lilac in colour and can be located either in garden beds or on the side of the dwelling (with appropriate conduits in place under house footpaths).

2.4.2 SMITHFIELD PLAINS AND DAVOREN PARK

- All dwellings are to include a rainwater tank (minimum 1000L), plumbed to a toilet.
- External taps must be provided at both the front and rear of the lot to enable garden irrigation. These taps can be located either in garden beds or on the side of the dwelling (with appropriate conduits in place under house footpaths).

3.3 PRIVATE OPEN SPACE

Minimum dimensions and overall sizes for private open spaces (POS) help to ensure the functionality of outdoor spaces and encourage indoor/outdoor living. Overly small or narrow spaces are less likely to be used regularly. Front yards are not counted as POS. POS must be provided as per the rates shown in the following table:

LOT SIZE	POS
450m² +	60m² minimum
<450m² (3 + bedrooms)	35m² minimum
<450m² (< 3 bedrooms)	25m² minimum

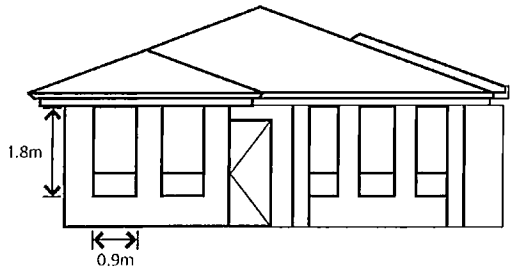
- A minimum dimension of 2m applies to all POS calculations.
- As part of POS a minimum area of 4m x 4m (16m²) must be provided that is directly accessible from a living area*. Where this can not be achieved due to the size of the allotment, in particular to allotments with frontages of 10m or less, Renewal SA may consider a minimum POS area of 4m x 3m (12m²) subject to the total POS area meeting the minimum requirements.
- A balcony or roof patio of at least 8m² can form part of the POS requirement.
- A minimum of 75% of POS must be open to the sky (i.e. no verandahs, pergolas or alfresco areas).
- A maximum of 25% of POS can be a verandah, alfresco area, pergola or under eaves, subject to these areas not being fully and permanently enclosed.
- For mews dwellings on top of garages with rear lane access, POS must be at least 8m² and in the form of a balcony.

3.4 INCURRED COSTS

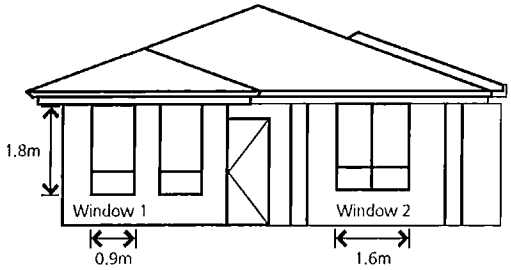
- Any costs related to relocation, removal or establishment of any infrastructure, services, utilities, street trees, landscaping, footpaths, kerbing, fencing, retaining walls etc, required due to the design and siting of your home must be paid for by you. Renewal SA will not burden any additional expense beyond that which is already constructed or planned.
- Any owner works required as per above must be constructed to match existing infrastructure (in terms of colours, materials, location etc) to the satisfaction of Renewal SA.
- If the alignment of your garage is more than 1m offset from the crossover, you are required to relocate the crossover (and any other affected infrastructure) at your expense.
- If there is a level change from the existing levels at the property boundary, you are required to rectify the levels at your expense.

*'Living Area' includes, but is not limited to: lounge rooms, family rooms, dining rooms, living rooms etc, but does not include bedrooms, bathrooms, studies or kitchens. Renewal SA will consider the function of a room rather than its name on any plans when determining if it is a living area.

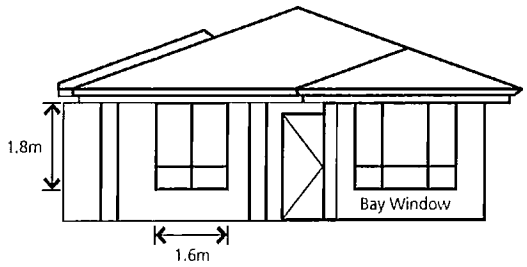
Example of Compliant and Non-Compliant Windows



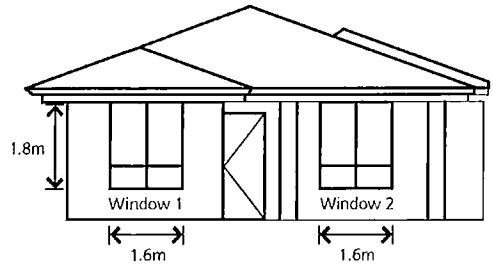
✓ All windows meet 1.5:1 vertical proportion.



✓ Window 1 meets 1.5:1 vertical proportion.
Window 2 does not meet 1.5:1 vertical proportion BUT is located entirely under the verandah (or portico).



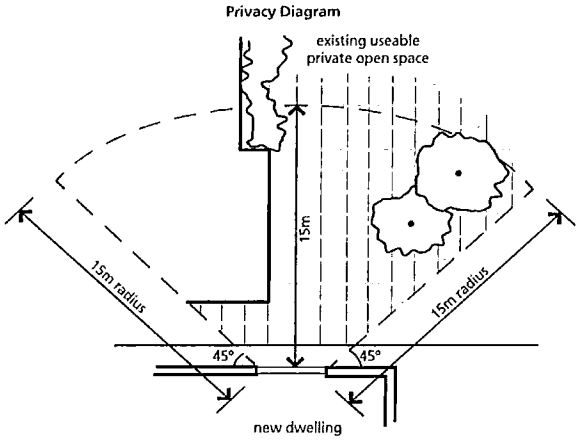
✓ 1.5:1 vertical proportion not met BUT will be considered in conjunction with a bay window.



✗ Window 1 does not meet 1.5:1 vertical proportion.

Window 2 does not meet vertical 1.5:1 proportion and is not positioned entirely within the verandah (or portico).

- Upper storey windows with the potential for overlooking into a neighbouring property's POS are to have minimum sill heights of 1.7m or have fixed obscure glazing to 1.7m above floor level. Other screening solutions may be acceptable at the discretion of Renewal SA.



4.5 BUILDING HEIGHT

- Dwellings shall be no more than 9m in height from finished ground level to the top of the roof pitch.
- Roof space may be utilised as a third level with windows, dormers and the like, providing this does not unduly impact on the roof form or significantly increase building bulk.

4.6 CORNER BUILDINGS

- Homes on corner allotments need to address both public facades (including secondary streets, lanes and reserves) to the same quality of detail and articulation.
- The same quality of materials, themes and detailing of the front facade is to be replicated on the secondary facades.
- Blank walls on secondary facades will not be permitted.
- The following elements should be considered to adequately address secondary streets facades:
  - Wrap-around verandahs;
  - Windows on secondary frontages (that also meet verticality requirements of front facades);
  - Blade walls;
  - Balconies;
  - Feature materials and detailing;
  - Wall articulation and modulation;
  - Air conditioning units and hot water services are not to be located on the secondary street/lane/reserve facade. Corner allotments are designed to accommodate services on the opposite side of the allotment, away from the secondary facade;
  - Meter boxes (including any associated pipes and/or conduit) are to be painted to match the dwelling wall (render or brick).

4.12 GARAGE ACCESS – FRONT LOADING ALLOTMENTS

- The location of your garage/carport plays a big role in the visual presence of your house on the street. The aim in Playford Alive is to invite social interaction with neighbours and minimise the visual impact of garages. The BEP for your allotment specifies the location of the driveway and therefore the garage. The BEP also shows whether your garage/carport can be located on the side property boundary.
- Garages must be setback a minimum of 5.5m from the property boundary and must be a minimum of 0.5m and a maximum of 2m behind the main face of the dwelling.
- Garage widths must not comprise more than 55% of the dwelling width.
- Triple garages are only permitted off rear lanes on blocks of 12m width or more.
- Carports are required to have corner pillars, brick or be rendered to match the dwelling. Steel posts are not acceptable.

4.13 GARAGE ACCESS – REAR LANE AND SECONDARY STREETS

- When an allotment has a rear lane, vehicular access must only be from the rear lane unless otherwise shown on the BEP.
- Garages can be located a minimum of 0.5m to a maximum of 1m from the rear boundary.
- Garages on secondary streets can be located a minimum of 2.5m from the side boundary and should be at least 0.5m behind the dwelling wall.
- If a carport is used then the roller door mechanism must be hidden from view by way of wing walls.
- If solid walling is to be provided, colours and materials shall match the dwelling.
- Roofing in terms of materials, colours and styling must match the dwelling roof.
- The columns that front the rear lane should be brick or rendered to match the dwelling.
- Garage doors must be roller or panel lift doors and not tilt up doors.

4.14 GARAGE DOORS

- The house should be the dominant feature when viewed from the street with the garage/carport a secondary element.
- Where conventional Colorbond® materials are proposed for double garages/carports, it is required to have a central column, brick or be rendered to match the dwelling.
- Double garages/carports are not required to have central columns, if they are sectional panel lift in nature.
- Double garages/carports, when in association with a two storey house (where the house is above at least half the width of the garage) are not required to have a central column.

4.15 LANDSCAPING AND DRIVEWAYS

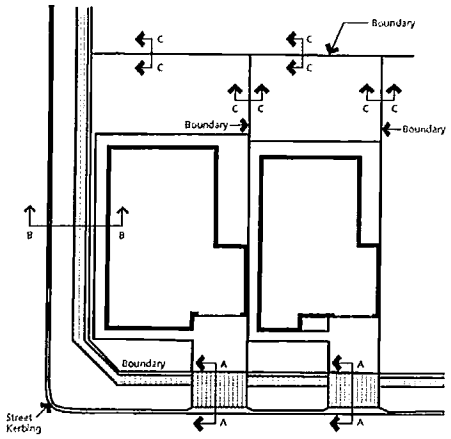
Design and installation of the front yard landscaping is included as part of the Playford Alive Bonus Pack. Once landscaping has been installed, homeowners are required to maintain all publicly visible landscaping to Renewal SA standards. A sealed driveway is required to be installed prior to the installation of the front yard landscaping.

4.18 DESIGNING WITH SLOPE

- While most land at Playford Alive has a gentle slope, it is important that you design the levels of your house to minimise excessive cut and fill that can lead to expensive retaining walls which can detract from your home's appearance. The floor level of your house in relation to the street can have a big impact on the overall appearance and cost of your home.

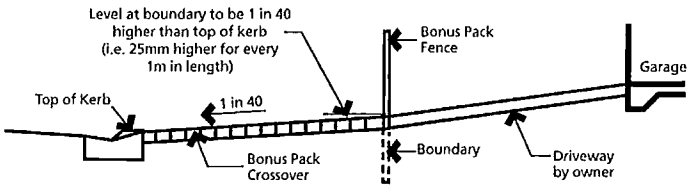
ENGINEERING PLANS

- Renewal SA will require engineering plans for assessment of final levels and grades, finished floor level of the house, stormwater connection and checking all the retaining wall details;
- When considering the siting of your home, make sure:
  - Your finished floor level is set to minimise cut and fill across the allotment and avoid unnecessary and expensive retaining walls;
  - Your crossover grade meets Australian standards and in accordance to council specification. Refer to Section A-A for details;
  - Your driveway grade meets Australian standards, enables easy access to your garage, and is constructed with the correct levels at the boundary. Refer Section A-A for details;
  - That levels at the property boundary are not altered from existing levels. If there is a level difference, any rectification works undertaken will be at your expense. Refer to Section B-B and Section C-C for details;
  - That retaining walls at the front of the home are minimised (generally less than 0.6m in height). If retaining to the front of the home is required, or is publicly visible, the height and the extent must be clearly shown on the plan and decorative material shall be used. 'Decorative material' is considered as:
    - Stone or feature rock;
    - Feature exposed or rendered brick;
    - Interlocking feature panels;
    - Feature timber (not untreated pine);
    - Hardwood.
  - Plain or coloured concrete sleepers will not be accepted for retaining with a height greater than 0.15m visible above ground level;
  - Coloured concrete sleepers may be considered for retaining with a height of 0.15m or less that is visible above ground level;
  - Alternative materials that complement the style of your home may be considered by Renewal SA.



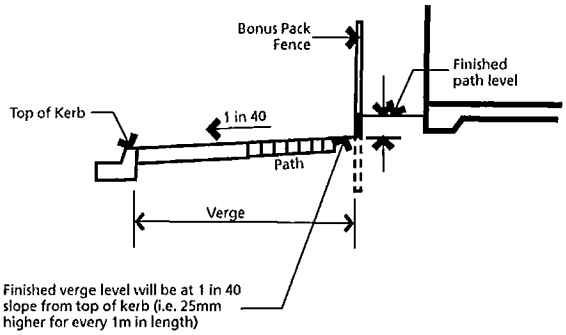
Typical Lot Plan

Typical Section A-A showing level of driveway and crossover



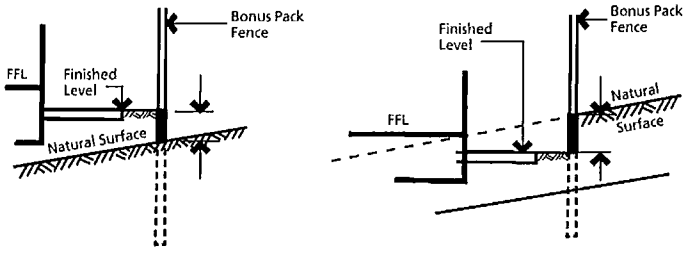
Note:
Levels along entire front boundary are to match 1 in 40 grade from top of kerb.
An edging beneath the tubular front fence may be required (edging) at your expense.

Typical Section B-B showing levels along side boundary of corner lots



Note:
1. If the finished level is 200mm higher (or less) than verge level, an under fence plinth can be installed by the fencing contractor (at your expense).
2. If the level difference is greater than 200mm, an engineered retaining wall is required (at your expense).

Typical Section C-C showing levels at common boundaries



Filling at boundary

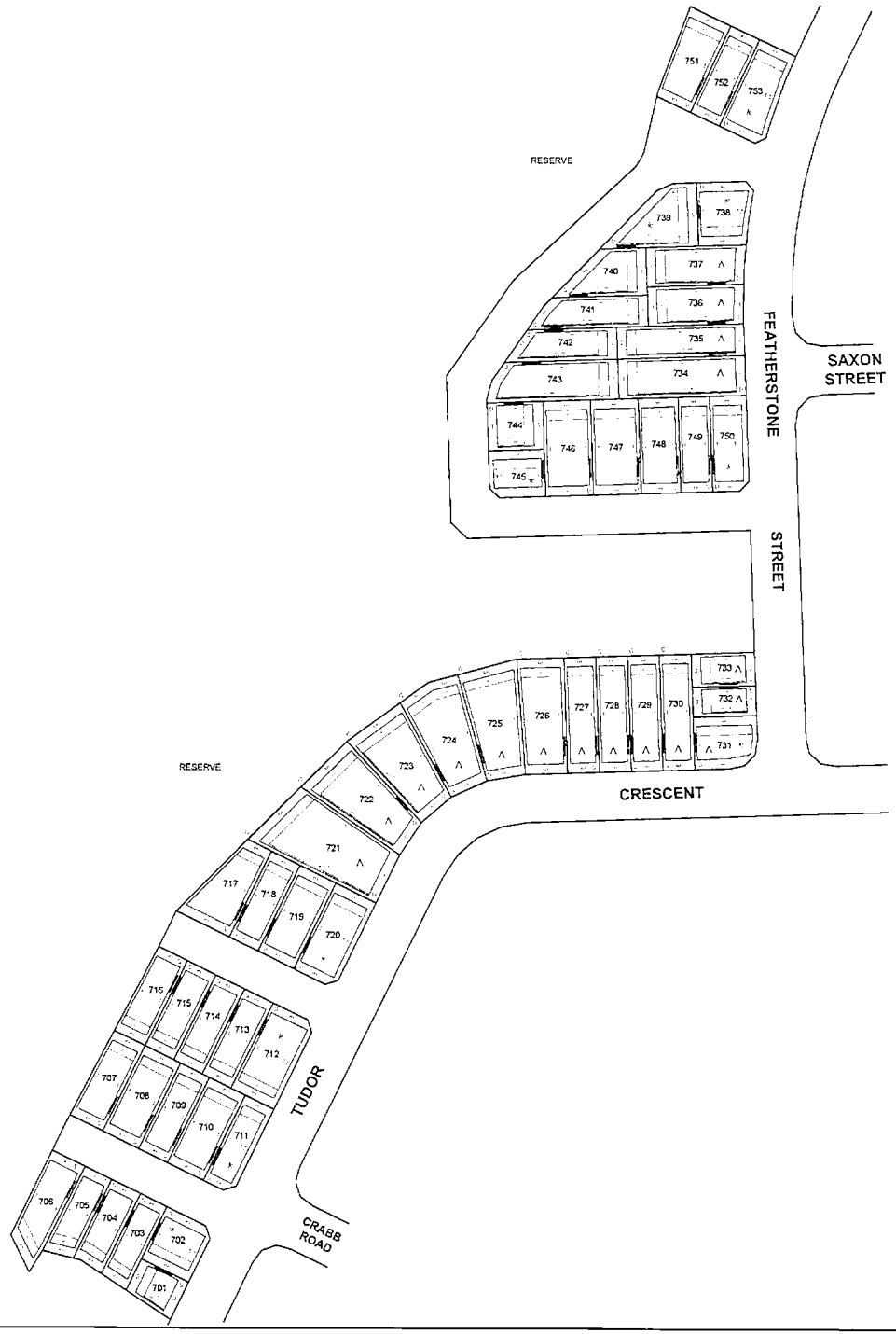
Cutting at boundary

Note:
1. If you need to change a level at the boundary (either filling or cutting as above) you need to provide a retaining wall.
2. If the level difference is 200mm or less, an under fence plinth can be installed by the fencing contractor (at your expense).
3. If the level difference is greater than 200mm, an engineered retaining wall is required (at your expense).
4. If the level differences are as a result of both neighbours' requirements, the costs should be shared.

ANNEXURE B

Building Envelope Plan

Annexure B



PLAYFORD ALIVE

PEACHEY BELT
PRECINCT 1
STAGE 2B
BUILDING ENVELOPE PLAN

N
W E
S

0 7.5 15 30 45 60 75 m

1:750 @ A1

- Denotes garage location and identifies garage can be built on boundary. Garage setback is 5.5m
- D Denotes double driveway (5m) location.
- S Denotes single driveway (3m) location.
- G Denotes rear pedestrian gate location.
- Denotes electrical supply from stobie pole or service pit in street.
- Denotes electrical supply from service pit in street. Service fuse required on main switchboard.
- Denotes single storey setback.
- Denotes double storey setback.
- Meter box to be located away from secondary street frontage / lane facade.

Envelopes show the minimum set back requirements only.

© ALEXANDER & SYMONDS PTY. LTD. Original Sheet Size A1

LICENSED SURVEYOR

REF:	A060009.0020
DWG NO.	A060009-SEPCB(C)
REVISION	C
R-HF	03.12.2019

Alexander & Symonds Pty Ltd
11 King William Street Kent Town,
South Australia 5067
PO Box 1290 Kent Town, SA 5071
DX 209 ABN 93007 753 988

T (08) 8130 1666
F (08) 8362 0095
W www.alexander.com.au
E adelaide@alexander.com.au

+ Property + Land Development +
+ Construction + Mining +
+ Spatial Information Management +

Annexure F
Prescribed Notice

Land and Business (Sale and Conveyancing) Act 1994 section 13A
Land and Business (Sale and Conveyancing) Regulations 2025 regulation 16

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 recommends that you check the Consumer and Business Advice section on the following 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 of the issues are relevant to each heading.

Safety

- Is there **asbestos** in any of the buildings or elsewhere on the property eg sheds and fences?
- Does the property have any significant **defects** eg **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** (eg 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 the Consumer and Business Advice section on the following website: 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.