

## 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:

Angelique Erica Manley and Nathan Roy David Manley

Address:

9 Trident Road, Seaford Meadows SA 5169

#### 4 Vendor's registered agent:

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

Address:

35 Old Coach Road, Aldinga, SA 5173

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

#### 6 Description of the land:

[Identify the land including any certificate of title reference]

The land situated at 9 Trident Road, Seaford Meadows SA 5169 and being whole of the land in Certificate of Title Volume 6217 Folio 865 and being whole of Allotment 2158 on Deposited Plan 120078 in the Area named Seaford Meadows in the Hundred of Willunga

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

**To the purchaser:**

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

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

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

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

#### 2 – Time for service

The cooling-off notice must be served–

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

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

#### 3 – Form of cooling-off notice

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

#### 4 – Methods of service

The cooling-off notice must be–

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

9 Trident Road, Seaford Meadows SA 5169

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

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

jemma@magain.com.au

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

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

35 Old Coach Road, Aldinga, SA 5173

(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:**

\*+ / We,

Angelique Erica Manley and Nathan Roy David Manley

of

9 Trident Road, Seaford Meadows SA 5169

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

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

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

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

**(section 9)**

**To the purchaser:**

I,

Jemma Turner and Jacqui Wehrmann

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

Exceptions:

NIL

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

\*Vendor's agent / Purchaser's agent

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

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

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

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

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

**TABLE OF PARTICULARS**

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

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

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

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

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

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

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

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



Column 1	Column 2	Column 3
<b>1. General</b>		
<b>1.1 Mortgage of land</b>	<i>Is this item applicable?</i>	<input checked="" type="checkbox"/>
<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<i>Will this be discharged or satisfied prior to or at settlement?</i>	<b>YES</b>
	<i>Are there attachments?</i>	<b>YES</b>
	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	
	Refer to Certificate of Title Volume 6217 Folio 865	
	Number of mortgage (if registered):	
	14539833	
	Name of mortgagee:	
	MORTGAGE TO RESIDENTIAL MORTGAGE GROUP PTY. LTD. (ACN: 152 378 133)	
<b>1.2 Easement</b> (whether over the land or annexed to the land)	<i>Is this item applicable?</i>	<input checked="" type="checkbox"/>
<b>Note</b> - "Easement" includes rights of way and party wall rights.	<i>Will this be discharged or satisfied prior to or at settlement?</i>	<b>NO</b>
<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<i>Are there attachments?</i>	<b>YES</b>
	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	
	Refer to Council Search	
	Description of land subject to easement:	
	Refer to Council Search for more information	
	Nature of easement:	
	Refer to Council Search for more information	
	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):	
<b>1.3 Restrictive covenant</b>	<i>Is this item applicable?</i>	<input checked="" type="checkbox"/>
<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<i>Will this be discharged or satisfied prior to or at settlement?</i>	<b>NO</b>
	<i>Are there attachments?</i>	<b>YES</b>
	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	
	Refer to Certificate of title and Encumbrance 13096376	
	Nature of restrictive covenant:	
	Refer to Encumbrance 13096376 for more information	
	Name of person in whose favour restrictive covenant operates:	
	Refer to Encumbrance 13096376 for more information	
	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?	
	NO	

Column 1	Column 2	Column 3
<b>1.4 Lease, agreement for lease, tenancy agreement or licence</b>  (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.)  <b>[Note -</b> <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<b>Is this item applicable?</b>  <b>Will this be discharged or satisfied prior to or at settlement?</b>  <b>Are there attachments?</b> <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>  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):	<input type="checkbox"/> <b>YES/NO</b>  <b>YES/NO</b>
<b>5. Development Act 1993 (repealed)</b>		
<b>5.1 section 42 - Condition (that continues to apply) of a development authorisation</b>  <b>[Note -</b> <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<b>Is this item applicable?</b>  <b>Will this be discharged or satisfied prior to or at settlement?</b>  <b>Are there attachments?</b> <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> Refer to Council Search Condition(s) of authorisation: Refer to Council Search for more information	<input checked="" type="checkbox"/> <b>NO</b> <b>YES</b>
<b>5.6 section 57 - Land management agreement</b>	<b>Is this item applicable?</b>  <b>Will this be discharged or satisfied prior to or at settlement?</b>  <b>Are there attachments?</b> <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> Refer to Certificate of Title and Land Management Agreement 12775975 Date of agreement: Refer to Land Management Agreement 12775975 for more information Names of parties: Refer to Land Management Agreement 12775975 for more information Terms of agreement: Refer to Land Management Agreement 12775975 for more information	<input checked="" type="checkbox"/> <b>NO</b> <b>YES</b>
<b>6. Repealed Act conditions</b>		
<b>6.1 Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1967</i> (repealed)</b>  <b>[Note -</b> <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<b>Is this item applicable?</b>  <b>Will this be discharged or satisfied prior to or at settlement?</b>  <b>Are there attachments?</b> <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>  Nature of condition(s):	<input type="checkbox"/> <b>YES/NO</b> <b>YES/NO</b>

Column 1	Column 2	Column 3
<b>7. Emergency Services Funding Act 1998</b>		
7.1 section 16 - Notice to pay levy	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Refer to Certificate of ESL</p> <p>Date of notice:</p> <p>12/11/2025</p> <p>Amount of levy payable:</p> <p>\$147.05 (PAID)</p>	<div style="text-align: right;"> <input checked="" type="checkbox"/>  <b>YES</b>  <b>YES</b> </div>
<b>29. Planning, Development and Infrastructure Act 2016</b>		
29.1 Part 5 - Planning and Design Code	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Refer to Council Search and Property Interest Report</p> <p>Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):</p> <p>Zoned: HDN - Housing Diversity Neighbourhood</p> <p>Refer to Council Search and Property Interest Report for more information</p> <p>Is there a State heritage place on the land or is the land situated in a State heritage area?</p> <p>NO</p> <p>Is the land designated as a local heritage place?</p> <p>NO</p> <p>Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land?</p> <p>NO</p> <p>Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?</p> <p>YES</p> <p><b>Note-</b></p> <p>For further information about the Planning and Design Code visit <a href="https://code.plan.sa.gov.au">https://code.plan.sa.gov.au</a>.</p>	<div style="text-align: right;"> <input checked="" type="checkbox"/>  <b>NO</b>  <b>YES</b> </div>
<p>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</p>		
29.2 section 127 - Condition (that continues to apply) of a development authorisation	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Refer to Council Search</p> <p>Date of authorisation:</p> <p>Refer to Council Search for more information</p> <p>Name of relevant authority that granted authorisation:</p> <p>Refer to Council Search for more information</p> <p>Condition(s) of authorisation:</p> <p>Refer to Council Search for more information</p>	<div style="text-align: right;"> <input checked="" type="checkbox"/>  <b>NO</b>  <b>YES</b> </div>
<p>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</p>		

Column 1	Column 2	Column 3
<b>34. Water Industry Act 2012</b>		
34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>SA Water Certificate &amp; Notice of Recycled Water Supply</p> <p>Date of notice or order:</p> <p>Refer to SA Water Certificate &amp; Notice of Recycled Water Supply for more information</p> <p>Name of person or body who served notice or order:</p> <p>Refer to SA Water Certificate &amp; Notice of Recycled Water Supply for more information</p> <p>Amount payable (if any) as specified in the notice or order:</p> <p>Refer to SA Water Certificate &amp; Notice of Recycled Water Supply for more information</p> <p>Nature of other requirement made (if any) as specified in the notice or order:</p> <p>Refer to SA Water Certificate &amp; Notice of Recycled Water Supply for more information</p>	<div style="border: 1px solid black; padding: 2px; text-align: center;">✓</div> <p><b>YES</b></p> <p><b>YES</b></p>

# ACKNOWLEDGEMENT OF RECEIPT OF FORM 1

The Purchaser acknowledges receipt of the following:

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

the above being identified by pages numbered 1 to 11 inclusive, together with the following annexures and supporting documents (if any):

FORM 3 Buyers Information Notice

Copy of Contract

Certificate of Title

Council Search

Property Interest Report

Certificate of ESL

Certificate of Land Tax Payable

Certificate of Water and Sewer & Encumbrance information

Land Management Agreement 12775975

Encumbrance 13096376

Form R7

**SIGNED BY THE PURCHASER:**

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

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

The Purchaser:

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

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

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

## Buyers information notice

Prescribed notice to be given to purchaser

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

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

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

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

### Safety

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



## Enjoyment

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

## Value

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

For more information on these matters visit [www.cbs.sa.gov.au](http://www.cbs.sa.gov.au)

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

REAL PROPERTY ACT, 1886



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 6217 Folio 865

Parent Title(s) CT 6213/959  
Creating Dealing(s) RTC 13034940  
Title Issued 28/12/2018 Edition 5 Edition Issued 06/06/2025

## Estate Type

FEE SIMPLE

## Registered Proprietor

NATHAN ROY DAVID MANLEY  
ANGELIQUE ERICA MANLEY  
OF 9 TRIDENT ROAD SEAFORD MEADOWS SA 5169  
AS JOINT TENANTS

## Description of Land

ALLOTMENT 2158 DEPOSITED PLAN 120078  
IN THE AREA NAMED SEAFORD MEADOWS  
HUNDRED OF WILLUNGA

## Easements

NIL

## Schedule of Dealings

Dealing Number	Description
12775975	AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2)
13096376	ENCUMBRANCE TO LANDSA PTY. LTD. (ACN: 079 317 623)
14539833	MORTGAGE TO RESIDENTIAL MORTGAGE GROUP PTY. LTD. (ACN: 152 378 133)

## Notations

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



**IMPORTANT INFORMATION REGARDING SEARCHES**

---

Premier Conveyancing Services  
PO Box 306  
Brooklyn Park SA 5032

**Attention Conveyancers**

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

- Penalties and interest, property charges, payments or dishonoured payments can impact account balances on a daily basis.

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

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

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

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

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

○ **How to advise Council of change of ownership?**

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

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

Yours sincerely

**City Of Onkaparinga**

Telephone (08) 8384 0666

**Certificate No: S76417/2025**

**Property Information And Particulars**

In response to an enquiry pursuant to Section 7 of the

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

---

**TO:** Premier Conveyancing Services  
PO Box 306  
Brooklyn Park SA 5032

**DETAILS OF PROPERTY REFERRED TO:**

ASSESSMENT NO	:	117210
VALUER GENERAL NO	:	8613545704
VALUATION	:	\$720,000.00
OWNER	:	Mr Nathan R D Manley & Mrs Angelique Erica Manley
PROPERTY ADDRESS	:	9 Trident Road SEAFORD MEADOWS SA 5169
VOLUME/FOLIO	:	CT-6217/865
LOT/PLAN NUMBER	:	Allotment 2158 DP 120078
WARD	:	02 Mid Coast Ward

---

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

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

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

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

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

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

## **INFORMATION NOTE**

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

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

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

##### *Section 42*

Condition (that continues to apply) of a development authorisation YES

Application Number	145/2997/2018
Description	Single storey dwelling with double garage
Decision	Approved
Decision Date	05 March 2019

##### Development Plan Consent Conditions

1. All development shall be completed and maintained in accordance with the plan(s) and documents submitted with and forming part of the development application except where varied by the following condition(s).
2. The front setback area (between the front property boundary and front of the dwelling) shall be landscaped with suitable trees, shrubs, lawn, and/or ground cover, and may include some paving, retaining and the like. Such landscaping shall be completed within 2 years of completion of the dwelling and shall be maintained in good condition at all times and seriously diseased, dying or dead vegetation shall be promptly replaced to the seasonable satisfaction of council.
3. The dwelling shall not be occupied until all necessary infrastructure has been provided to the site of the dwelling, including but not limited to a formed and sealed road and watertable, water supply and sewerage services, drainage/stormwater disposal and electricity services.
4. During construction and at all times thereafter, stormwater generated from the development shall be diverted away from all buildings, shall not pond against or near the footings and shall not be discharged or flow onto adjoining land. Where drainage is directed to the street water table, this shall be by way of a council approved stormwater drainage system.
5. That effective measures be implemented during the construction of the development and on-going use of the land in accordance with this consent to:
  - prevent silt run-off from the land to adjoining properties, roads and drains
  - control dust arising from the construction and other activities, so as not to, in the opinion of council, be a nuisance to residents or occupiers on adjacent or nearby land
  - ensure that soil or mud is not transferred onto the adjacent roadways by vehicles leaving the site
  - ensure that all litter and building waste is contained on the subject site in a suitable covered bin or enclosure, and
  - ensure that no sound is emitted from any device, plant or equipment or from any source or activity to become an unreasonable nuisance, in the opinion of council, to the occupiers of adjacent land.

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

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

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

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

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

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



# Planning, Development and Infrastructure Act 2016

## Part 5 – Planning and Design Code

### Zones

Housing Diversity Neighbourhood (HDN)

### Subzones

NO

### Zoning overlays

#### Overlays

##### Affordable Housing

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

##### Native Vegetation

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

##### Prescribed Water Resources Area

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

##### Prescribed Wells Area

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

##### Regulated and Significant Tree

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

##### Stormwater Management

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

##### Urban Tree Canopy

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

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

NO

Is the land designated as a Local Heritage Place?

NO

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

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

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

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

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

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

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

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

## Section 127

Condition (that continues to apply) of a development authorisation

YES

**Application ID:** 23013881

**Development Description:** Verandah

**Site Address:** 9 TRIDENT RD SEAFORD MEADOWS SA 5169

**Development Authorisation:** Planning Consent

**Date of authorisation:** 16 May 2023

**Name of relevant authority that granted authorisation:** Assessment Manager at City of Onkaparinga

### Condition 1

The development granted Planning Consent shall be undertaken and completed in accordance with the stamped plans and documentation, except where varied by conditions below.

### Condition 2

During construction and at all times thereafter, stormwater generated from the development shall be diverted away from all buildings, shall not pond against or near the footings and shall not be discharged or flow onto adjoining land. Where drainage is directed to the street water table, this shall be by way of a council approved stormwater drainage system.

### Condition 3

That effective measures be implemented during the construction of the development and on-going use of the land in accordance with this consent to: prevent silt run-off from the land to adjoining properties, roads and drains control dust arising from the construction and other activities, so as not to, in the opinion of council, be a nuisance to residents or occupiers on adjacent or nearby land ensure that soil or mud is not transferred onto the adjacent roadways by vehicles leaving the site ensure that all litter and building waste is contained on the subject site in a suitable covered bin or enclosure ensure that no sound is emitted from any device, plant or equipment or from any source or activity to become an unreasonable nuisance, in the opinion of council, to the occupiers of adjacent land.

**Development Authorisation:** Building Consent

**Date of authorisation:** 16 May 2023

**Name of relevant authority that granted authorisation:** Betty Douflias

**Development Authorisation:** Development Approval: Planning Consent and Building Consent

**Date of authorisation:** 17 May 2023

**Name of relevant authority that granted authorisation:** City of Onkaparinga

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

### Development Act 1993 (repealed)

#### Section 50(1)

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

NO

#### Section 50(2)

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

NO

#### Section 55

Order to remove or perform work

NO

#### Section 56

Notice to complete development

NO

#### Section 57

Land management agreement

YES

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

12775975 AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2)

*Section 69*

Emergency order NO

*Section 71 (only)*

Fire safety notice NO

*Section 84*

Enforcement notice NO

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

Enforcement Order NO

*Part 11 Division 2*

Proceedings NO

**Fire and Emergency Services Act 2005**

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

Notice NO

*Section 56 (repealed)*

Notice issued NO

**Food Act 2001**

*Section 44*

Improvement notice issued against the land NO

*Section 46*

Prohibition order NO

**Housing Improvement Act 1940 (repealed)**

*Section 23*

Declaration that house is undesirable or unfit for human habitation NO

**Land Acquisition Act 1969**

*Section 10*

Notice of intention to acquire NO

**Local Government Act 1934 (repealed)**

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

## **Local Government Act 1999**

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

Refer to separate attachment for Rates and Charges

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

### *Section 30*

Nuisance or litter abatement notice issued against the land NO

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

### *Section 139*

Notice of proposed work and notice may require access NO

### *Section 140*

Notice requesting access NO

### *Section 141*

Order to remove or perform work NO

### *Section 142*

Notice to complete development NO

### *Section 155*

Emergency order NO

### *Section 157*

Fire safety notice NO

### *Section 192 or 193*

Land Management Agreements NO

### *Section 198(1)*

Requirement to vest land in a council or the Crown to be held as open space NO

### *Section 198(2)*

Agreement to vest land in a council or the Crown to be held as open space NO

### *Part 16 - Division 1*

Proceedings NO

### *Section 213*

Enforcement notice NO

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

Enforcement order NO

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

### *Part 3*

Notice NO

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

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

NO

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

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

NO

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

*Section 92*

Notice

NO

*South Australian Public Health (Wastewater) Regulations 2013*

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

NO

## **Particulars of building indemnity insurance**

NO

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

## **Particulars relating to environment protection**

*Further information held by council*

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

NO

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

### **Note –**

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

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

It should be noted that –

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

## **General**

*Easement*

YES

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

Easements over private land may show on a certificate of title and indicate that council or another authority have some form of infrastructure within them, such as stormwater drainage pipes or other services. Refer to ‘Encroachment over council easements’ on our website for further information.



Are you aware of any encroachment on the Council easement? NO

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

(The information does not include the information about sublease or subtenancy.  
The purchaser may seek that information from the lessee or tenant or sublessee or subtenant.) NO

*Caveat* NO

## **Other**

*Charge for any kind affecting the land (not included in another item)* NO

### ***PLEASE NOTE:***

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

This statement is made the 17 November 2025

Thomas Caiapich  
Project Officer – Development Support  
**AUTHORISED OFFICER**

**For your information:**

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

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

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

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

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

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

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

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

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

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

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

Electronic settlement of funds is still preferred.

---

LOCAL GOVERNMENT RATES SEARCH

---

**TO:** Premier Conveyancing Services  
PO Box 306  
Brooklyn Park SA 5032

20 November 2025

**DETAILS OF PROPERTY REFERRED TO:**

Property ID : 81402  
Valuer General No : 8613545704  
Valuation : \$720,000.00  
Owner : Mr Nathan R D Manley & Mrs Angelique Erica Manley  
Property Address : 9 Trident Road SEAFORD MEADOWS SA 5169  
Volume/Folio : CT-6217/865  
Lot/Plan No : Allotment 2158 DP 120078  
Ward : 02 Mid Coast Ward

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

Opening balance (as of 30 Jun 2025) including rates, fines and interest,  
and/or Block Clearing Charges - \$326.32

Postponed Amount in Arrears \$0.00

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

**Total Rates Levied 2025-2026 \$2,019.92**

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

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

Postponed Interest \$0.00

Less paid current financial year -\$760.00

Overpayment \$0.00

Legal Fees (current) \$0.00

Legal Fees (arrears) \$0.00

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

Balance - rates and other monies due and payable \$933.60

Property Related Debts \$0.00

**BPAY Biller Code:** 421503

**Ref:** 1448150814025

**TOTAL BALANCE**

**\$933.60**

**AUTHORISED OFFICER**  
Danielle Hall

This statement is made the 20 November 2025

# Property Interest Report

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

Title Reference	CT 6217/865	Reference No. 2729535
Registered Proprietors	N R & A E*MANLEY	Prepared 11/11/2025 14:42
Address of Property	9 TRIDENT ROAD, SEAFORD MEADOWS, SA 5169	
Local Govt. Authority	CITY OF ONKAPARINGA	
Local Govt. Address	POST OFFICE BOX 1, NOARLUNGA CENTRE, SA 5168	

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

## Table of Particulars

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

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

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

### 1. General

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

### 2. Aboriginal Heritage Act 1988

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

an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

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

- 3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

- 4.1 section 5 - Notice requiring payment

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

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

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

- 5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

- 5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

- 5.6 section 57 - Land management agreement

Refer to the Certificate of Title

- 5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

- 5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

- 5.9 section 71 - Fire safety notice

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

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

## 6. Repealed Act conditions

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

## 7. Emergency Services Funding Act 1998

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

## 8. Environment Protection Act 1993

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



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

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

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

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

## **18. *Landscape South Australia Act 2019***

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



## Act

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

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

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

## 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
<b>25. <i>Native Vegetation Act 1991</i></b>		
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
<b>26. <i>Natural Resources Management Act 2004 (repealed)</i></b>		
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
<b>27. <i>Outback Communities (Administration and Management) Act 2009</i></b>		
27.1	section 21 - Notice of levy or contribution payable	Outback Communities Authority has no record affecting this title

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

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

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

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

has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

29.8 section 157 - Fire safety notice

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

also

Contact the Local Government Authority for other details that might apply

29.9 section 192 or 193 - Land management agreement

Refer to the Certificate of Title

29.10 section 198(1) - Requirement to vest land in a council or the Crown to be held as open space

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

also

Contact the Local Government Authority for other details that might apply

29.11 section 198(2) - Agreement to vest land in a council or the Crown to be held as open space

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

also

Contact the Local Government Authority for other details that might apply

29.12 Part 16 Division 1 - Proceedings

Contact the Local Government Authority for details relevant to this item

also

Contact the vendor for other details that might apply

29.13 section 213 - Enforcement notice

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

also

Contact the Local Government Authority for other details that might apply

29.14 section 214(6), 214(10) or 222 - Enforcement order

Contact the Local Government Authority for details relevant to this item

also

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

### 30. *Plant Health Act 2009*

30.1 section 8 or 9 - Notice or order concerning pests

Plant Health in PIRSA has no record of any notice or order affecting this title

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

## Additional Information

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

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

## Notices

---

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

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

#### Building restrictions

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

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

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

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

#### Statutory easements

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

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

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

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

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

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

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

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

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

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

Information should be obtained from:

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

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

Water Resources Management - Taking of underground water

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

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

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



---

## Certificate of Title

Title Reference: CT 6217/865  
Status: CURRENT  
Edition: 5

## Dealings

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

## Priority Notices

NIL

## Registrar-General's Notes

No Registrar-General's Notes exist for this title

## Certificate of Title

Title Reference: CT 6217/865

Status: CURRENT

Parent Title(s): CT 6213/959

Dealing(s) Creating Title: RTC 13034940

Title Issued: 28/12/2018

Edition: 5

## Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
03/06/2025	06/06/2025	14539833	MORTGAGE (CHANGE OF PROPRIETOR NAME)	REGISTERED	RESIDENTIAL MORTGAGE GROUP PTY. LTD. (ACN: 152 378 133), New Proprietor Name: ANGELIQUE ERICA MANLEY
03/06/2025	06/06/2025	14539832	DISCHARGE OF MORTGAGE	REGISTERED	14007969
03/04/2023	06/04/2023	14007969	MORTGAGE	REGISTERED	ING BANK (AUSTRALIA) LTD. (ACN: 000 893 292)
03/04/2023	06/04/2023	14007968	DISCHARGE OF MORTGAGE	REGISTERED	13543094
09/06/2021	15/06/2021	13543094	MORTGAGE	REGISTERED	RESIDENTIAL MORTGAGE GROUP PTY. LTD. (ACN: 152 378 133)
09/06/2021	15/06/2021	13543093	DISCHARGE OF MORTGAGE	REGISTERED	13096377
15/04/2019	29/04/2019	13096377	MORTGAGE	REGISTERED	HOMESTART FINANCE
15/04/2019	29/04/2019	13096376	ENCUMBRANCE	REGISTERED	LANDSA PTY. LTD. (ACN: 079 317 623)
15/04/2019	29/04/2019	13096375	TRANSFER	REGISTERED	NATHAN ROY DAVID MANLEY, ANGELIQUE ERICA GAUGHAN
07/08/2017	24/08/2017	12775975	AGREEMENT	REGISTERED	CITY OF ONKAPARINGA

## Certificate of Title

Title Reference CT 6217/865  
Status CURRENT  
Easement NO  
Owner Number 20431342  
Address for Notices 9 TRIDENT RD SEAFORD MEADOWS, SA 5169  
Area 453m<sup>2</sup> (CALCULATED)

## Estate Type

Fee Simple

## Registered Proprietor

NATHAN ROY DAVID MANLEY  
ANGELIQUE ERICA MANLEY  
OF 9 TRIDENT ROAD SEAFORD MEADOWS SA 5169  
AS JOINT TENANTS

## Description of Land

ALLOTMENT 2158 DEPOSITED PLAN 120078  
IN THE AREA NAMED SEAFORD MEADOWS  
HUNDRED OF WILLUNGA

## Last Sale Details

Dealing Reference TRANSFER (T) 13096375  
Dealing Date 15/04/2019  
Sale Price \$211,000  
Sale Type FULL VALUE / CONSIDERATION AND WHOLE OF LAND

## Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
AGREEMENT	12775975	CITY OF ONKAPARINGA
ENCUMBRANCE	13096376	LANDSA PTY. LTD. (ACN: 079 317 623)
MORTGAGE (CHANGE OF PROPRIETOR NAME)	14539833	RESIDENTIAL MORTGAGE GROUP PTY. LTD. (ACN: 152 378 133)

Stoppers

NIL

## Valuation Numbers

Valuation Number	Status	Property Location Address
8613545704	CURRENT	9 TRIDENT ROAD, SEAFORD

Valuation Number	Status	Property Location Address
		MEADOWS, SA 5169

## Notations

### Dealings Affecting Title

NIL

### Notations on Plan

NIL

### Registrar-General's Notes

NIL

### Administrative Interests

NIL

## Valuation Record

Valuation Number	8613545704
Type	Site & Capital Value
Date of Valuation	01/01/2025
Status	CURRENT
Operative From	01/07/2019
Property Location	9 TRIDENT ROAD, SEAFORD MEADOWS, SA 5169
Local Government	ONKAPARINGA
Owner Names	NATHAN ROY DAVID MANLEY ANGELIQUE ERICA MANLEY
Owner Number	20431342
Address for Notices	9 TRIDENT RD SEAFORD MEADOWS, SA 5169
Zone / Subzone	HDN - Housing Diversity Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1100 - House
Description	6HDG
Local Government Description	Residential

## Parcels

Plan/Parcel	Title Reference(s)
D120078 ALLOTMENT 2158	CT 6217/865

## Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$305,000	\$720,000			
Previous	\$245,000	\$630,000			

## Building Details

Valuation Number	8613545704
Building Style	Conventional
Year Built	2019
Building Condition	Very Good
Wall Construction	Brick
Roof Construction	Galvanised Iron
Equivalent Main Area	190 sqm
Number of Main Rooms	6

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

Account Number <b>86 13545 70 4</b>	L.T.O Reference CT6217865	Date of issue 12/11/2025	Agent No. 8021	Receipt No. 2729535
--	------------------------------	-----------------------------	-------------------	------------------------

PREMIER CONVEYANCING SERVICES  
PO BOX 306  
BROOKLYN PARK SA 5032  
AMY@PREMIERCS.COM.AU

Section 7/Elec

## Certificate of Water and Sewer Charges & Encumbrance Information

### Property details:

**Customer:** N R MANLEY & A E GAUGHAN  
**Location:** 9 TRIDENT RD SEAFORD MEADOWS LT2158 D120078  
**Description:** 6HDG **Capital Value:** \$ 720 000  
**Rating:** Residential

### Periodic charges

Raised in current years to 30/9/2025

				\$
		Arrears as at: 30/6/2025	:	0.00
Water main available:	13/5/2019	Water rates	:	82.30
Sewer main available:	13/5/2019	Sewer rates	:	106.20
		Water use	:	13.87
		SA Govt concession	:	0.00
		Recycled Water Use	:	2.08
		Service Rent	:	0.00
		Recycled Service Rent	:	0.00
		Other charges	:	0.00
		Goods and Services Tax	:	0.00
		Amount paid	:	204.45CR
		<b>Balance outstanding</b>	:	0.00

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

**Next quarterly charges:** Water supply: 82.30 Sewer: 106.20 Bill: 3/12/2025

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

The last Water Use Year ended on 30/05/2025.

MAINS WATER USE CHARGE of \$11.79 should be added to the Balance Outstanding above.

RECYCLED WATER USE CHARGE of \$4.24 should be added to the Balance Outstanding above.



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

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

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

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



## South Australian Water Corporation

**Name:**

N R MANLEY &amp; A E GAUGHAN

**Water & Sewer Account**Acct. No.: **86 13545 70 4****Amount:** \_\_\_\_\_**Address:**9 TRIDENT RD SEAFORD MEADOWS  
LT2158 D120078

### Payment Options

**EFT****EFT Payment**

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	8613545704

**Bill code: 8888**  
**Ref: 8613545704**

Telephone and Internet Banking — BPAY®

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

**Paying online**

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

**Paying by phone**

Call 1300 650 870 and pay by phone using your Visa/Mastercard 24/7.  
SA Water account number: 8613545704

**Government of  
South Australia**

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

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

Our Ref: 680086  
Account No: 8613545704  
Enquiries: WATER INVESTIGATIONS  
Office Hours: 8:00am to 4:00pm  
Telephone: (08) 7424 1360  
Facsimile: (08) 7003 1360  
Date: 15/08/2019

**SOUTH AUSTRALIAN  
WATER CORPORATION**

SA Water House  
250 Victoria Square  
Adelaide SA 5000

GPO Box 1751  
Adelaide SA 5001

Telephone +61 8 1300 650 950

ABN 69 336 525 019

**N R MANLEY & A E GAUGHAN**  
53 ROBINSON RD  
OLD NOARLUNGA SA 5168

### NOTICE OF RECYCLED WATER SUPPLY

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

9 TRIDENT RD SEAFORD MEADOWS SA 5169

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

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

Yours Sincerely



(signed) For Chief Executive Officer



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: 2729535

DATE OF ISSUE

12/11/2025

THE TRUSTEE FOR PREMIER CONVEYANCING  
SERVICES TRUST  
POST OFFICE BOX 306  
BROOKLYN PARK SA 5032

**ENQUIRIES:**

Tel: (08) 8372 7534

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

OWNERSHIP NUMBER	OWNERSHIP NAME			
20431342	N R & A E MANLEY			
PROPERTY DESCRIPTION				
9 TRIDENT RD / SEAFORD MEADOWS SA 5169 / LT 2158 D120078				
ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R4	RE
8613545704	CT 6217/865	\$720,000.00	1.000	0.400

LEVY DETAILS:	FIXED CHARGE	\$	50.00
	+ VARIABLE CHARGE	\$	243.60
	- REMISSION	\$	146.55
	- CONCESSION	\$	0.00
	+ ARREARS / - PAYMENTS	\$	-147.05
	= <u>AMOUNT PAYABLE</u>	\$	0.00
FINANCIAL YEAR			
2025-2026			

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

EXPIRY DATE 10/02/2026

See overleaf for further information



**Government of  
South Australia**

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

## CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

**OFFICIAL: Sensitive**

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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




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

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

For more information:

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

**PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW**

 <p>Billor Code: 456285 Ref: 7011083412</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: <a href="http://www.bpay.com.au">www.bpay.com.au</a> <small>® Registered to BPAY Pty Ltd ABN 69 079 137 518</small></p>	 <p>To pay via the internet go to: <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></p>	 <p>Send your cheque or money order, made payable to the Community Emergency Services Fund, along with this Payment Remittance Advice to: <b>Please refer below.</b> Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
--	--	--

**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: 2729535

DATE OF ISSUE

12/11/2025

THE TRUSTEE FOR PREMIER CONVEYANCING  
SERVICES TRUST  
POST OFFICE BOX 306  
BROOKLYN PARK SA 5032

**ENQUIRIES:**

Tel: (08) 8372 7534

Email: [contactus@revenuesa.sa.gov.au](mailto:contactus@revenuesa.sa.gov.au)OWNERSHIP NAME  
N R & A E MANLEYFINANCIAL YEAR  
2025-2026

## PROPERTY DESCRIPTION

9 TRIDENT RD / SEAFORD MEADOWS SA 5169 / LT 2158 D120078

## ASSESSMENT NUMBER

8613545704

TITLE REF.  
(A "+" indicates multiple titles)

CT 6217/865

## TAXABLE SITE VALUE

\$305,000.00

## AREA

0.0453 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			
= <u>AMOUNT PAYABLE</u>	\$	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

10/02/2026

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

## PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 Billers Code: 456293 Ref: 7011083321  Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: <a href="http://www.bpay.com.au">www.bpay.com.au</a> <small>© Registered to BPAY Pty Ltd ABN 69 079 137 518</small>	  To pay via the internet go to: <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a>	  Send your cheque or money order, made payable to the Commissioner of State Taxation, along with this Payment Remittance Advice to: <b>Please refer below.</b> Revenue SA Locked Bag 555 ADELAIDE SA 5001
--	---	---

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



LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

**APPLICATION**

FORM APPROVED BY THE REGISTRAR-GENERAL

PRIORITY NOTICE ID

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

SERIES NO	PREFIX
1	AG

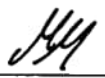
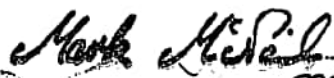

AGENT CODE

LODGED BY: Prospect Conveyancing Pty Ltd GMS1

CORRECTION TO: Prospect Conveyancing Pty Ltd GMS1

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT  
(COPIES ONLY)

- 1.....
- 2.....
- 3.....
- 4.....
- 5.....

CORRECTION	PASSED 
REGISTERED 17/8/2017   PRO REGISTRAR-GENERAL	



Form B2

This form may be  
used only when no  
panel form is suitable.

**APPLICATION TO NOTE**

**LAND MANAGEMENT AGREEMENT**

TO: **THE REGISTRAR GENERAL**

**CITY OF ONKAPARINGA** of PO Box 1, Noarlunga Centre SA 5168 (the **Council**) has entered into the attached Land Management Agreement dated the *22nd* day of *May* 2017 (the **Agreement**) with **LANDSA PTY LTD** ACN 079 317 623 of 4 undivided 10<sup>th</sup> parts and **FAIRMONT HOMES GROUP PTY LTD** ACN 110 542 553 of 3 undivided 10<sup>th</sup> parts and **MSP PROPERTY HOLDINGS PTY LTD** ACN 110 753 707 of 3 undivided 10<sup>th</sup> parts, all of 21-24 North Terrace, Adelaide, SA 5000, (together the **Owner**) pursuant to Section 57(2) of the *Development Act 1993* (the **Act**).

The Agreement relates firstly to the whole of the land comprised in Allotment 3213 in DP 89645 being the land comprised in Certificate of Title Volume 6096 Folio 561, located at Seaford Meadows SA (the **Land**).

**NOW THEREFORE** the Council applies pursuant to Section 57(2) of the Act to note the Agreement against the Land.

Dated the *22nd* day of *May*

*1*  
2017

Signed for the **City of Onkaparinga** by its  
Authorised Delegate in the presence of:

*[Signature]*

Signature of Witness

*Hayley Wilson*

Name of Witness

*[Signature]*

Signature of Authorised Delegate

Position: Manager of Development Services

*Renee Mitchey*

Name of Authorised Delegate

NB: This form may be used only when no panel form is suitable.  
witnessing

A penalty of up to \$2000 or 6 months imprisonment applies for improper

FINLAYSONS

## **Land Management Agreement**

City of Onkaparinga

and

LandSA Pty Ltd

and

Fairmont Homes Group Pty Ltd

and

MSP Property Holdings Pty Ltd

FINLAYSONS LAWYERS  
Level 8 81 Flinders Street Adelaide  
Our Ref: ALS: 424533/3  
[www.finlaysons.com.au](http://www.finlaysons.com.au)

**Table of Contents**

<b>1.</b>	<b>Interpretation</b>	<b>1</b>
<b>2.</b>	<b>Owner's Obligations</b>	<b>3</b>
2.1	Reclaimed Water	3
2.2	Energy Efficiency	3
<b>3.</b>	<b>Lilac Reticulation Network</b>	<b>3</b>
<b>4.</b>	<b>Further Development</b>	<b>4</b>
4.1	Reclaimed Water	4
4.2	Energy Efficiency	4
<b>5.</b>	<b>Restriction on Leasing and Other Dealings</b>	<b>4</b>
<b>6.</b>	<b>Council's Powers of Entry etc</b>	<b>4</b>
<b>7.</b>	<b>Variation and Waiver</b>	<b>5</b>
<b>8.</b>	<b>Notices</b>	<b>5</b>
<b>9.</b>	<b>Costs</b>	<b>5</b>
<b>10.</b>	<b>Registration of this Agreement</b>	<b>5</b>
<b>11.</b>	<b>Governing Law</b>	<b>5</b>
<b>12.</b>	<b>General Provisions</b>	<b>5</b>
	<b>Schedule 1 – Annexure A</b>	<b>6</b>

Date

22nd May - 2017

## Parties

---

**Council**                      **City of Onkaparinga** (hereinafter with its successors and assigns called the **Council**) of the one part

Address                      PO Box 1, Noarlunga Centre SA 5168

---

**Owner**                      **LandSA Pty Ltd** ACN 079 317 623 of 4 undivided 10<sup>th</sup> parts;

**Fairmont Homes Group Pty Ltd** ACN 110 542 553 of 3 undivided 10<sup>th</sup> parts;  
and

**MSP Property Holdings Pty Ltd** ACN 110 753 707 of 3 undivided 10<sup>th</sup> parts

All of                      21-24 North Terrace, Adelaide SA 5000 (hereinafter together and with their administration transferees, successors and assigns as the case may be called the **Owner**) of the other part

---

**Background**

---

- A. The Owner is the proprietor of an estate in fee simple in the whole of the land comprised in Allotment 3213 in DP 89645 being the land comprised in Certificate of Title Volume 6096 Folio 561, located at Seaford Meadows SA (hereinafter the **Land**).
- B. The Water Proofing the South strategy (which includes the proposal for the provision of reclaimed water to the Seaford Meadows Development) was submitted to the Federal Government seeking funding the National Water Initiative in June 2006 and the submission is based on the National Water Initiative guidelines.
- C. The Owner, in accordance with the provisions of the Development Act, 1993 (hereinafter called the **Act**), intends to develop the Land subject to the Owner obtaining development approval for any proposed development (hereinafter called the **proposed Development**).
- D. Pursuant to the provisions of Section 57(2) of the Act, the Owner has agreed with the Council to enter into this Agreement relating to the development management preservation and conservation of the Land and in particular in relation to the application of sustainable principles to the proposed Development subject to the terms and conditions hereinafter mentioned.

It is agreed as follows.

---

**1. Interpretation**

---

- (a) The parties acknowledge that the matters recited above are true and accurate and agree that they will form a part of the terms of this Agreement.
- (b) In the interpretation of this Agreement unless the context otherwise requires:
- (i) "Consumer Access Point" means the point on the boundary of each allotment forming part of the Land (whether currently in existence or

- created in the future) at which the Pipeline System is intended to deliver Reclaimed Water to that allotment;
- (ii) "Energy Efficiency Guidelines" means the guidelines attached as Annexure A;
  - (iii) "EPA" means the Environment Protection Authority constituted under the Environment Protection Act 1993;
  - (iv) "Land" shall include any part or parts of the Land;
  - (v) "Lilac Reticulation Network" has the meaning given to that term in clause 3;
  - (vi) "Owner's Infrastructure" means any infrastructure on the Land which impacts in any way the Lilac Reticulation Network;
  - (vii) "Pipeline System" means the distribution network which is owned by SA Water and through which SA Water intends to distribute Reclaimed Water to allotments forming part of the Land (whether currently in existence or created in the future) at the Consumer Access Points;
  - (viii) "Reclaimed Water" means the water treated to an appropriate quality as defined in the Reclaimed Water Guidelines for use for toilet flushing and external irrigation on the Land;
  - (ix) "Reclaimed Water Guidelines" means the South Australian Reclaimed Water Guidelines prepared by the Department of Human Service and the Environment Protection Agency published in April 1999;
  - (x) "SA Water" means the South Australian Water Corporation;
  - (xi) words and phrases used in this Agreement which are defined in the Development Act 1993 or in the Regulations made under the Act will have the meanings ascribed to them by the Act or the Regulations as the case may be;
  - (xii) references to any statute or subordinate legislation will include all statutes and subordinate legislation amending, consolidating or replacing the statute or subordinate legislation referred to;
  - (xiii) the term Owner where the Owner is a company includes its successors, assigns and transferees and where the Owner is a person, includes their heirs, executors, administrators and transferees and where the Owner consists of more than one person or company the term includes each and every one or more of such persons or companies jointly and each of them severally and their respective successors, assigns, heirs, executors, administrators and transferees of the companies or persons being registered or entitled to be registered as the proprietor of any estate in fee simple to the Land or to each and every one of all separate allotments into which the Land may be divided after the date of this Agreement subject however to such encumbrances, liens and interests as are registered and notified by memoranda endorsed on the Certificate of Title thereof;
  - (xiv) the term person includes a corporate body;
  - (xv) any term which is defined in the statement of the names and descriptions of the parties or in the Recitals has the meaning there defined;
  - (xvi) words importing the singular number or plural number are deemed to include the plural number and the singular number respectively;
  - (xvii) words importing any gender include every gender;

- (xviii) where two or more persons are bound hereunder to observe or perform any obligation or agreement whether express or implied then they are bound jointly and each of them severally;
- (xix) Clause headings are provided for reference purposes only and will not be resorted to in the interpretation of this Agreement;
- (xx) The requirements of this Agreement are at all times to be construed as additional to the requirements of the Act and any other legislation affecting the Land.

## **2. Owner's Obligations**

---

The Owner hereby agrees that:

### **2.1 Reclaimed Water**

- (a) The Owner must ensure that the Lilac Reticulation Network is constructed to such standard as required by SA Water and all statutory authorities or by law or regulations as part of the proposed Development and that all:
  - (i) allotments created on the Land; and
  - (ii) all buildings and structures (except for domestic outbuildings and other structures of such a kind which would not normally incorporate a reticulated water supply) on the Land (as reasonably required by a party acting under statutory or contractual authority or by law or regulations as part of the proposed Development);are connected to the Pipeline System;
- (b) The Owner must comply with all reasonable requests for information by a party acting under statutory authority or by law or regulations as part of the proposed Development about the Owner's Infrastructure;
- (c) The Owner acknowledges that there may be periods during which Reclaimed Water is not available to be supplied to the Land through the Pipeline System.

### **2.2 Energy Efficiency**

- (a) The Owner must ensure that the proposed Development which occurs on the Land is undertaken in accordance with the Energy Efficiency Guidelines and in any event is designed and installed to such standard as is reasonably required by the Council, a third party or by law or regulations and that all buildings and structures on the Land comply with the said Energy Efficiency Guidelines.
- (b) The Owner must comply with the relevant Australian Standards in relation to the installation of any electrical componentry or any other item as part of the Owner's compliance with clause 2.2(a).

## **3. Lilac Reticulation Network**

---

- (a) In this Agreement, "Lilac Reticulation Network" means a water reticulation network which is designed and constructed on the Land to enable Reclaimed Water distributed from the Pipeline System to be used for external irrigation and toilet flushing on the Land, while complying with all necessary Australian Standards and regulatory requirements.
- (b) For the purposes of this Agreement, the Lilac Reticulation Network will only be deemed to be completed when the Owner gives written notice to the Council that

the Lilac Reticulation Network has been activated by SA Water to the Consumer Access Point.

- (c) The parties agree that in the event that the Land is developed through the construction of more than one allotment, building or structure on it, then each and every one of those allotments, buildings and structures must, by means of the Lilac Reticulation Network, be connected to the Pipeline System.

#### **4. Further Development**

---

##### **4.1 Reclaimed Water**

The Owner expressly acknowledges that any development of the Land (other than development which occurs concurrently with the installation of the Lilac Reticulation Network) before the Owner gives written notice to the Council in accordance with clause 3(b) will result in the Owner being in breach of this Agreement and, thereby, the Act.

##### **4.2 Energy Efficiency**

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

#### **5. Restriction on Leasing and Other Dealings**

---

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

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

#### **6. Council's Powers of Entry etc**

---

- (a) The Council and any employee or agent of the Council authorised by the Council may at any reasonable time enter the Land for the purpose of:
  - (i) inspecting the Land and any buildings or structures on the Land;
  - (ii) exercising any other powers of the Council under this Agreement or pursuant to law.
- (b) If the Owner is in breach of any provision of this Agreement, the Council may, by notice in writing served on the Owner, specify the nature of the breach and require the Owner to remedy the breach within such time as may be nominated by the Council in the notice (being not less than twenty eight (28) days from the date of service of the notice) and if the Owner fails so to remedy the breach, the Council or its servants or agents may carry out the requirements of the notice and in doing so may enter and perform any necessary works upon the Land and recover any costs incurred from the Owner.
- (c) If in a notice referred to in clause 6(b) the Council requires the removal of the building or structure from the Land the Council and its servants or agents are authorised and empowered by the Owner to enter and remove the building or



structure from the Land and to dispose of it in any manner determined by the Council provided that if the building or structure has any monetary value then the Council must use its best endeavours to realise that monetary value and must after the disposal account to the Owner and pay to the Owner the realised value less all expenses incurred.

- (d) The Council may delegate any of its powers under this Agreement to any person.

## **7. Variation and Waiver**

---

- (a) This Agreement may not be varied except by a Supplementary Agreement signed by the Council and the Owner.
- (b) The Council may waive compliance by the Owner with the whole or any part of the obligations on the Owner's part contained in this Agreement provided that no such waiver is effective unless expressed in writing and signed by the Council.

## **8. Notices**

---

For the purposes of this Agreement a notice is properly served on the Owner if it is posted to the Owner's last address known to the Council or affixed in a prominent position on the Land.

## **9. Costs**

---

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

## **10. Registration of this Agreement**

---

Each party must do all things and execute all documents as may be necessary to ensure that as soon as possible after the execution of this Agreement by all necessary parties, this Agreement is registered and a memorial noted on the Certificate of Title for the Land pursuant to the provisions of Section 57(5) of the Act.

## **11. Governing Law**

---

The law governing the interpretation and implementation of the provisions of this Agreement is the law of South Australia.

## **12. General Provisions**

---

- (a) If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable in law then the parties must request and direct such court to sever such provision from this Agreement.
- (b) This Agreement contains the whole agreement between the parties in respect of its subject matter.

## **Schedule 1 – Annexure A**

### **Energy Efficiency Guidelines**

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

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

To be completed by lodging party

**ANNEXURE TO** Land Management Agreement

dated 22/5/17

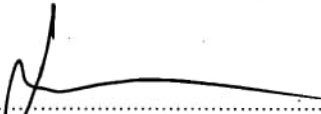
Over Certificate of Title Volume: 6144 Folio: 112

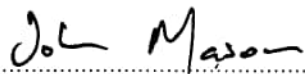
Office Use Only

**NUMBER**

**City of Onkaparinga** having a legal interest in the Land under Certificate of Title Volume 6144 Folio 112 by Land Management Agreement No. 11547936, consents to the Owner entering into the within Land Management Agreement.

Signed by the **Manager of Development Services** )  
of the **City of Onkaparinga** in the presence of: )  
)  
)

  
.....  
Signature of Witness

  
.....  
Print name of Witness

  
.....  
Manager of Development Services

  
.....  
Print name of Manager of Development Services

Signature of director

←  ←  
Signature of director/secretary

  
Signature of director

←  ←  
Signature of director/secretary

Signature of director *Secretary*

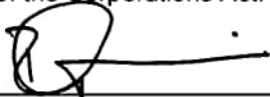
Signature of director/secretary

Name of director/secretary (please print)



The owner hereby certifies pursuant to Section 57(4) of the Development Act 1993 that no other person has a legal interest in the land.

Executed by LandSA Pty Ltd ACN 079 317 623 in accordance with section 127(1) of the Corporations Act:

  
Signature of director

DAVID PICKARD  
Name of director (please print)

  
Signature of director/secretary

BRETT GRAHAM  
Name of director/secretary (please print)

Executed by Fairmont Homes Group Pty Ltd ACN 110 542 553 in accordance with section 127(1) of the Corporations Act:


  
Signature of director

DAVID PICKARD  
Name of director (please print)

  
Signature of director/secretary

BRETT GRAHAM  
Name of director/secretary (please print)

Executed by MSP Property Holdings Pty Ltd ACN 110 753 707 in accordance with section 127(1) of the Corporations Act:

  
Signature of director <sup>secretary</sup>  
<sub>sole</sub>

Mark Pickard  
Name of director (please print)

  
Signature of director/secretary

Name of director/secretary (please print)

## REGISTERED INTEREST HOLDER CONSENT

URBAN RENEWAL AUTHORITY (ABN 86 832 349 553) of Level 9 West, Riverside Centre, North Terrace, South Australia 5000 who has a legal interest in the Land by virtue of Memorandum of Encumbrance Registration number 12047421 hereby consents to the Owner entering into this Land Management Agreement.

SIGNED by

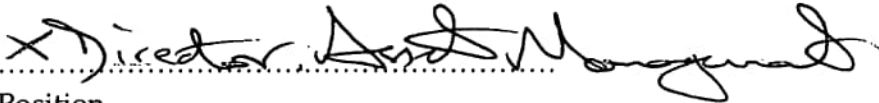
X 

Signature

X

Robert Simon Charles Buckland

Name

X 

Position



Robert Simon Charles Boudard

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

**ENCUMBRANCE**

FORM APPROVED BY THE REGISTRAR-GENERAL

Orig. <b>E 13096376</b>

11:54 15-Apr-2019 2 of 3

PRIORITY NOTICE ID

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

SERIES NO	PREFIX
2	E

AGENT CODE


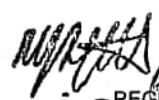

LODGED BY:

AK & J A MILDRED

CORRECTION TO: Prospect Conveyancing Pty Ltd GMS1

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT  
(COPIES ONLY)

- 1.....
- 2.....
- 3.....
- 4.....
- 5.....

CORRECTION	PASSED 
REGISTERED  29 APR 2019 	

# ENCUMBRANCE

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

## LAND DESCRIPTION

THE WHOLE OF THE LAND IN CT Volume 6217 Folio 865

## ESTATE & INTEREST

ESTATE IN FEE SIMPLE

## ENCUMBRANCER (Full name and address)

**NATHAN ROY DAVID MANLEY** of 53 Robinson Road Old Noarlunga SA 5168 **AND ANGELIQUE ERICA GAUGHAN** of 93 Kipsy Street Aldinga Beach SA 5173

## ENCUMBRANCEE (Full name, address and mode of holding)

**LANDSA PTY LTD A.C.N. 079 317 623** of 21 North Terrace, Adelaide 5000

## OPERATIVE CLAUSE

THE ENCUMBRANCER ENCUMBERS THE ESTATE AND INTEREST IN THE LAND DESCRIBED FOR THE BENEFIT OF THE ENCUMBRANCEE WITH AN ANNUITY OR RENT CHARGE OF

- |   |  |
|---|--|
| (a) Insert the amount of the annuity or rent charge   | (a) TEN CENTS (10¢)  |
| (b) State the term of the annuity or rent charge.<br>If for life use the words "during his or her lifetime"     | (b) TO BE PAID TO THE ENCUMBRANCEE for a term of three thousand nine hundred and ninety nine (3,999) years   |
| (c) State the times appointed for payment of the annuity or rent charge. Any special covenants may be inserted. | (c) AT THE TIMES AND IN THE MANNER FOLLOWING<br><br>Payable (if demanded by the Encumbrancee) on the 1st day of January in each year (starting on 1st day of January in the next calendar year immediately following the date of execution of this instrument) to the intent: <ul style="list-style-type: none"><li>• that the Encumbrancee will hold the annuity for the Term to secure the compliance by the Owner with the covenants contained in this instrument; and</li><li>• that the Encumbrancee will not demand payment of the annuity if, and so long as, the Owner complies with all of the covenants.</li></ul> |

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

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

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

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

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

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

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

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

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

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

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

**3. Design Guidelines**

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

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

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

- 3.2.1 clotheslines;

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

**4. Dual Reticulation Network**

**4.1. The Owner:**

- 4.1.1. must not erect (or cause, suffer or permit the erection of) a building or structure (except for a domestic outbuilding or other structure of such a kind as would not normally incorporate a reticulated water supply) unless a dual reticulation network is constructed on the land and is connected to the building or structure; and
- 4.1.2. must not permit the dual reticulation network to be removed or disconnected, or to fall into disrepair.

**4.2. In this clause, "dual reticulation network" means a water reticulation network which is designed and constructed:**

- 4.2.1. so as to enable reclaimed water to be distributed from the boundary of the land for use for external irrigation and toilet flushing on the land; and
- 4.2.2. in accordance with all relevant Australian Standards and regulatory requirements; and
- 4.2.3. in accordance with the requirements of any Land Management Agreement which may be noted on the Certificate of Title to the land pursuant to the provisions of the Development Act 1993.

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

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

**6. Planning laws**

**6.1. The land must not be used or developed except in accordance with -**

- 6.1.1. any laws relating to planning from time to time in force; and
- 6.1.2. the conditions of any relevant consent or approval given by any Council or other relevant planning authority.

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

**7. No delay**

**7.1. The Owner must not permit any undue delay to occur in the commencement or completion of any works approved under clause 2;**

**7.2. The Owner must not permit the commencement or the completion of the construction of a dwelling (or, if the Encumbrancee has approved a non-residential use, a building consistent with the approved use), approved by the Encumbrancee in accordance with clause 2, on the land to be delayed beyond time limits of:**

- 7.2.1. twelve (12) months (for commencement); and
- 7.2.2. three (3) years (for completion),

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

**7.3. The Owner must not permit the completion of landscaping on the land to be delayed beyond the applicable time limit as set out below (or such longer period as the Encumbrancee allows, by notice in writing to the Owner):**

- 7.3.1. if the land has been designated by the Encumbrancee as a residential allotment, then the time limit for the establishment, to the reasonable satisfaction of the Encumbrancee, of a garden (including landscaping and associated pavements) between the front of the dwelling and the adjacent road boundary is a period of six (6) months after the completion of the dwelling;
- 7.3.2. in any other case the time limit for completion of landscaping, to the reasonable satisfaction of the Encumbrancee, on the land is 30 days following the date of occupancy or substantial completion of any building on the land, whichever first occurs (provided that the Owner also must comply with the obligations in clause 2.1.7).

## **8. Option to buy back**

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

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

## **9. No sale or lease before building is completed**

- 9.1 Subject to clause 16 and this clause, the Owner must not lease, sell, advertise for lease or sale, or transfer the land unless:
- 9.1.1 a dwelling (or, if the Encumbrancee has approved a non-residential use, a building consistent with the approved use), approved by the Encumbrancee under clause 2.1, has been completed upon the land; or
- 9.1.2 the Encumbrancee has consented in writing to the lease, sale, advertising or transfer.
- 9.2 If a dwelling (or other building referred to in clause 9.1), approved by the Encumbrancee under clause 1.1, has not been completed on the land and the Owner desires to transfer the land, then the following provisions will apply-
- 9.2.1 The Encumbrancee has the option of re-purchasing the land, subject only to this Encumbrance, for a price fixed by the Encumbrancee in the same manner as set out in clause 8.2.
- 9.2.2 The Owner must make an offer in writing to the Encumbrancee to sell the land to the Encumbrancee or its nominee for the price fixed by the Encumbrancee. The offer will remain open for acceptance for one calendar month after the date of service of the offer.
- 9.2.3 If the offer is accepted then –
- the Owner must sell the land to the Encumbrancee or its nominee upon the terms stated in this clause;
  - settlement will be effected within one calendar month from the date of acceptance;
  - the Owner must promptly execute all relevant documentation submitted to it by the Encumbrancee;

- rates, taxes and all other outgoings relating to the land will be adjusted to the date of settlement;
- all costs associated with the transfer will be borne by the Encumbrancee or its nominee; and
- the price fixed by the Encumbrancee will be payable on settlement.

9.2.4 Until the expiry of the period stated in clause 9.2.2, the Owner must not transfer or agree to transfer the land to any other person (unless in the meantime the Encumbrancee, in writing, unconditionally declines the offer).

9.2.5 This clause does not prevent a transfer of the land, upon the death of the Owner, to a person entitled to land under the will or upon the intestacy of the Owner.

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

9.3.1 The Encumbrancee may exercise its option to purchase the land for a price fixed by the Encumbrancee in the same manner as set out in clause 8.2 on the same terms and conditions as set out in clause 9.2.

9.3.2 The option must be exercised by notice in writing served on the Owner within one calendar month of the date on which the Encumbrancee becomes aware that the land has been advertised for sale. (A certificate under the hand of a manager or secretary or other senior officer of the Encumbrancee shall be conclusive evidence of such date).

9.3.3 Settlement must be effected within two calendar months of the exercise of the option.

## **10. Not to fail to maintain**

10.1 The Owner must not allow:

10.1.1 the state of repair of the land, any building, structure or improvement on the land or of any painted surface; or

10.1.2 the general state of tidiness or cleanliness of the land or of any building, structure or improvement on the land; or

10.1.3 the maintenance of the landscaping, paving and car parking areas on the land,

to fall below a standard that is acceptable to the Encumbrancee.

10.2 The Encumbrancee must act in good faith in determining the standard acceptable to it for the purposes of this clause.

10.3 The Owner must not permit any carparking area to be used other than for vehicle parking.

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

## **11. Vehicle Parking**

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

## **12. Notice to rectify breach**

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

- 12.2 If the Encumbrancee serves a written notice upon the Owner specifying a breach of any of the Owner's obligations under any of the foregoing clauses; and
- 12.3 the Owner fails to remedy the breach within one calendar month from the date of service of the notice, then
- 12.4 the Encumbrancee its servants, agents and contractors may enter the land and may take such action as the Encumbrancee deems necessary to remedy the breach; and
- 12.5 the Encumbrancee may recover from the Owner, in any court of competent jurisdiction, the costs incurred in remedying the breach.

**13. Acknowledgment of building scheme**

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

- 13.1 that the foregoing covenants are entered into and undertaken for the purposes of the Encumbrancee's scheme of development for the lands comprised in the Development Zone; and
- 13.2 that the Encumbrancee has warranted that it has required, and will continue to require, each purchaser of land in the Development Zone, as a condition of its sale, to execute an instrument in substantially similar form to this instrument and containing substantially similar covenants and other stipulations.

**14 Waiver**

- 14.1 The Encumbrancee, in its absolute discretion, may at any time modify, waive or release:-
- 14.1.1 any of the foregoing covenants; or
  - 14.1.2 any covenants or stipulations contained in the Encumbrance Building and Development Requirements or in any other instrument relating to the land; or
  - 14.1.3 any of the covenants contained in any similar instrument relating to any other land in the said Development Zone (regardless of whether the instrument was entered before or after this instrument).
- 14.2 A modification, waiver or release under clause 14.1.3 does not release the Owner from any of the covenants or stipulations referred to in clause 14.1.1 or 14.1.2.

**15. Release of Owner upon sale**

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

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

**16. Sunset clause**

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

- 16.1 a date two years after the practical completion of an approved building upon the last remaining vacant allotment in the Development Zone (excluding any allotment upon which no building is permitted to be erected); or
- 16.2 the 1st day of January 2021.

**17. Service of notices**

- 17.1 A notice may be served on the Owner either:



17.1.1 by posting the notice in a prepaid envelope to the last known address of the Owner; or

17.1.2 if a building has been erected on the land, by leaving the notice at or attached to the dwelling.

17.2 A Notice may be served on the Encumbrancee by being left at or posted in a prepaid envelope addressed to the Encumbrancee at its registered office in South Australia.

17.3 A notice served by post is deemed to have been served two (2) business days after posting.

## **18. Interpretation**

18.1 In this instrument:-

18.1.1 a reference to any gender includes all genders;

18.1.2 the singular includes the plural and vice versa;

18.1.3 a reference to a person includes a body corporate and vice versa;

18.1.4 a reference to a party includes the heirs, executors, successors or assigns of that party;

18.1.5 "the Owner" includes the Encumbrancer and each successive registered proprietor of the land (and, if there are two or more Owners at any time, the liability of those persons is joint and several);

18.1.6 "the Development Zone" means the whole of the land comprised, or previously comprised, in allotments 1001 & 1002 in Deposited Plan DP71340;

18.1.7 "the land" means the land subject to this instrument and includes any part of the land;

18.1.8 "Design Guidelines" means the Design Guidelines for Seaford Meadows (including precincts within Seaford Meadows) published by the Encumbrancee, which may include provisions reflecting the desired characters of particular precincts and may be varied from time to time by the Encumbrancee;

18.1.9 "Council" means the local government body for the area in which the land is situated;

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

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

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

18.2 Nothing in this instrument prejudices:-

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

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

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

THIS PAGE HAS  
BEEN INTENTIONALLY  
LEFT BLANK

---

*\* Delete the inapplicable*

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE in accordance with the terms and conditions expressed ~~\*herein / \*in Memorandum No.~~ \_\_\_\_\_ subject to such exclusions and amendments specified herein.

DATED.....15/4/19.....

**CERTIFICATION** *\*Delete the inapplicable*

**Encumbrancer(s)**

\*The Prescribed Person has taken reasonable steps to verify the identity of the encumbrancer.

\*The Prescribed Person holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

\*The Prescribed Person has retained the evidence to support this Registry Instrument or Document.

\*The Prescribed Person has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

  
Geoffrey Mark Stevens  
Registered Conveyancer

for: Prospect Conveyancing Pty Ltd (Ref: SA 26756)

on behalf of the Encumbrancer

---

**Encumbrancee(s)**

\*The Prescribed Person has taken reasonable steps to verify the identity of the encumbrancee.

\*The Prescribed Person holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

\*The Prescribed Person has retained the evidence to support this Registry Instrument or Document.

\*The Prescribed Person has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

  
Geoffrey Mark Stevens  
Registered Conveyancer

for: Prospect Conveyancing Pty Ltd (Ref: SA 26756)

on behalf of the Encumbrancee

---

PURPOSE:	DIVISION	AREA NAME:	SEAFORD
MAP REF:	6628/16/E	COUNCIL:	CITY OF C
LAST PLAN:	D119544	DEVELOPMENT NO:	145/D146/

AGENT DETAILS:	ALEXANDER & SYMONDS PTY LTD 1ST FLOOR 11 KING WILLIAM ST KENT TOWN SA 5067 PH: 81301666 FAX: 83620099	SURVEYORS CERTIFICATION:	I GLENN I personal s 21st day o
AGENT CODE:	ALSY		
REFERENCE:	A082704LTO13C(A)		

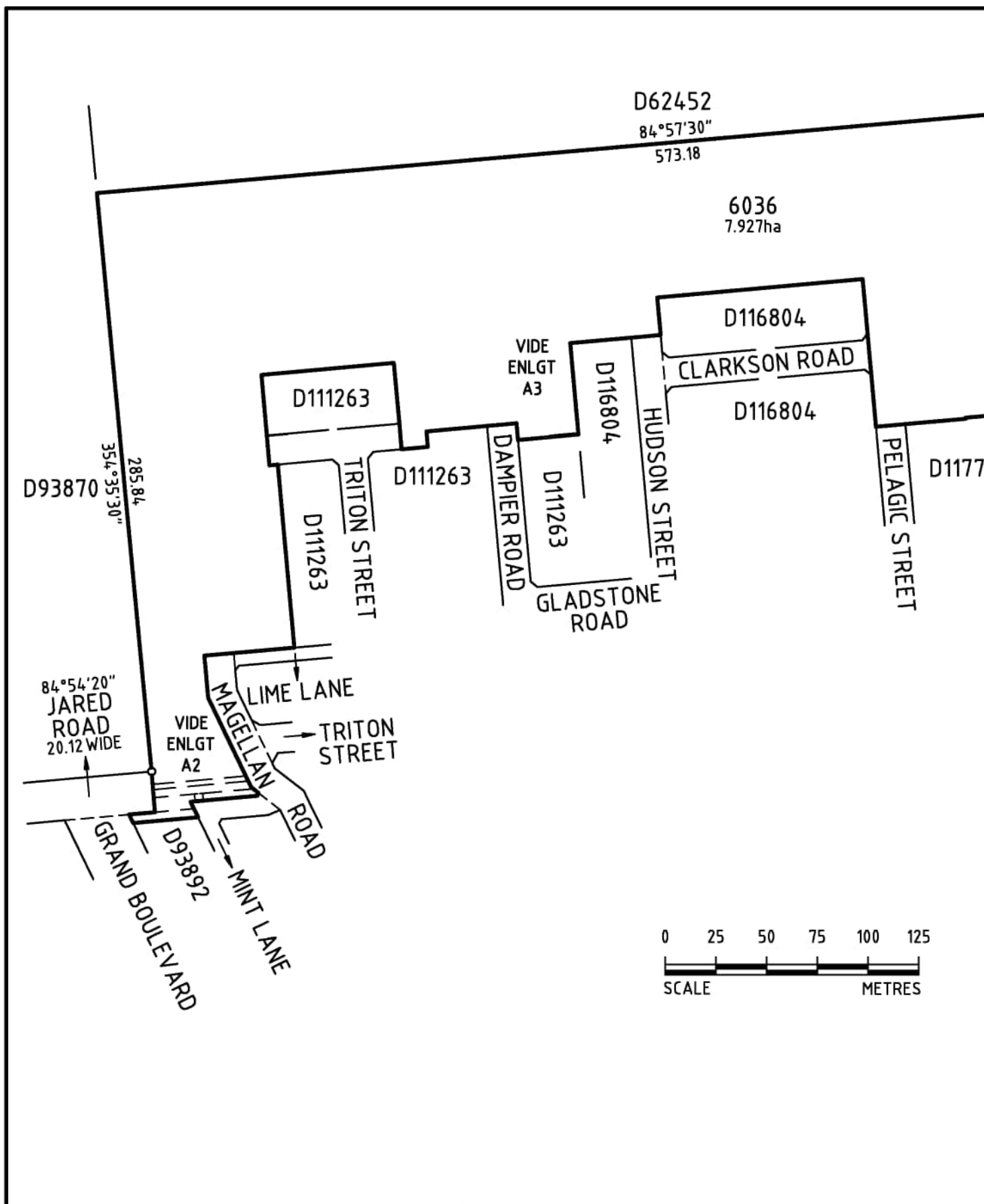
SUBJECT TITLE DETAILS:					
PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER
CT	6213	959		ALLOTMENT(S)	6031
OTHER TITLES AFFECTED:					

EASEMENT DETAILS:				
STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER
EXISTING	6036	SERVICE	EASEMENT(S)	D
EXISTING	6030(RESERVE).6036	SERVICE	EASEMENT(S)	K
EXISTING	6030(RESERVE)	SERVICE	EASEMENT(S)	M(T/F)
EXISTING	6030(RESERVE).6036	LONG	EASEMENT(S)	R
NEW	2129-2137	SERVICE	EASEMENT(S)	B

ANNOTATIONS:	ADDITION OF EASEMENT IDENTIFIER VIDE PR 13046972 PRO. R.G. 08.01.2019
--------------	---



## Alexander & Symonds Pty.Ltd.

11 KING WILLIAM STREET, KENT TOWN

P.O. BOX 1000 KENT TOWN 5071

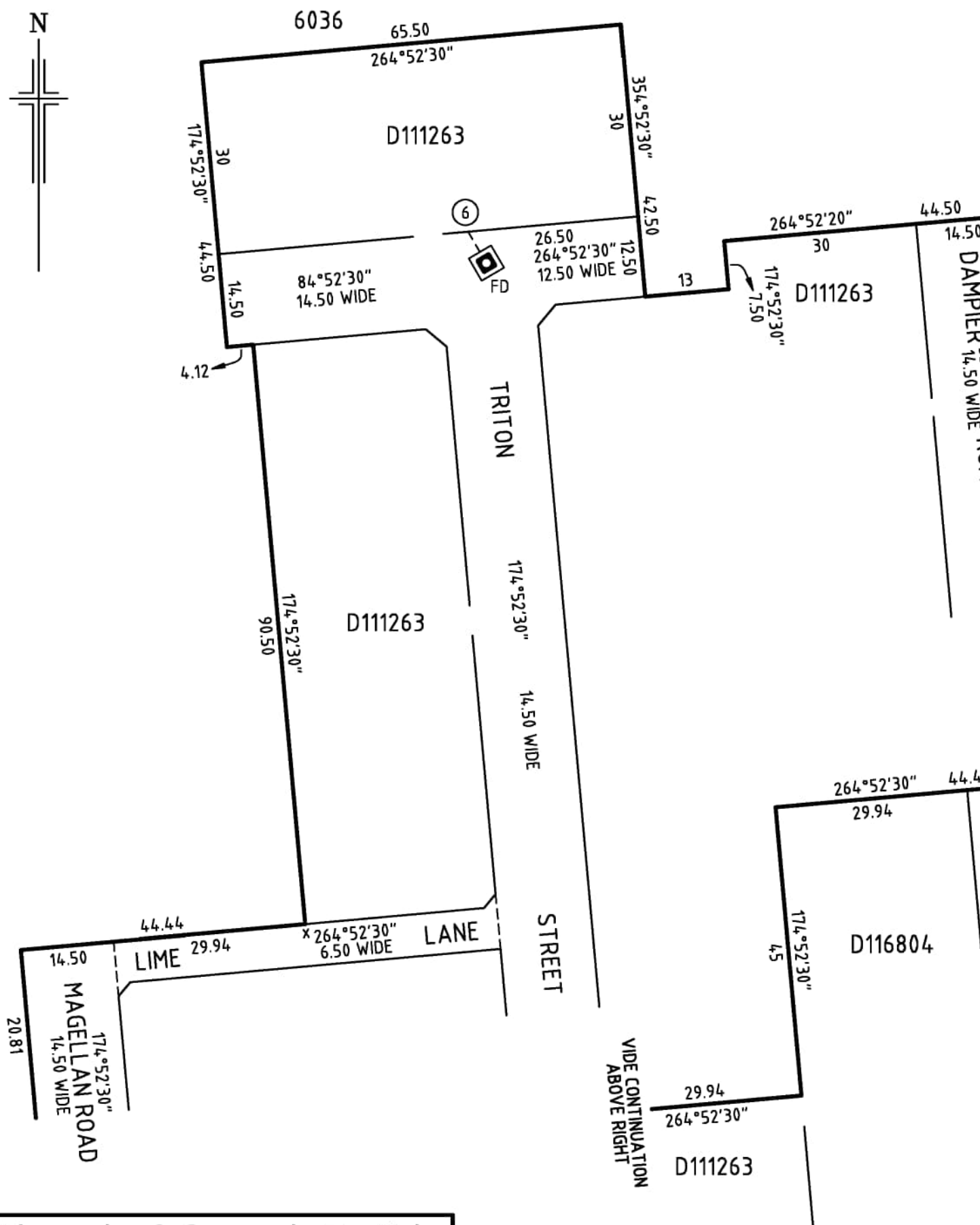
Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988

REFERENCE A082704LT013C(A)

SEAFORD MEADOWS

DMM 08/08/2018

STAGE 13C



## Alexander & Symonds Pty.Ltd.

11 KING WILLIAM STREET, KENT TOWN

P.O. BOX 1000 KENT TOWN 5071

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

REFERENCE A082704LT013C(A)

SEAFORD MEADOWS

DMM 08/08/2018

STAGE 13C

0 8 16  
SCALE

ENLARG

VIDE CONTINUATION  
ENLARGEMENT A3

D116804

PELAGIC STREET  
14.50 WIDE

D117738

6036

D119544

6030  
RESERVE

R

D95953

ENLARGEMENT C4

NOT TO SCALE

REFERENCE MARKS

CNR	BEARING	FROM	DIST	PM NO
2	174°49'	PM FD	1.05	6527/1442
3	347°14'	PM FD	1.95	6527/1235
4	351°48'	PM FD	2.95	6527/9696

**Alexander & Symonds Pty.Ltd.**

11 KING WILLIAM STREET, KENT TOWN

P.O. BOX 1000 KENT TOWN 5071

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

REFERENCE A082704LT013C(A)

SEAFORD MEADOWS

DMM 08/08/2018

STAGE 13C

0 7.5 15 22.5 30 37.5  
SCALE METRES  
ENLARGEMENT A4

ADMIN

# Form R7

## Warning Notice

---

### Financial and Investment Advice

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

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

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

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

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

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