

REAL PROPERTY ACT, 1886



South Australia

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



Certificate of Title - Volume 6159 Folio 886

Parent Title(s) CT 5334/795

Creating Dealing(s) ACT 12356673

Title Issued 22/07/2015 Edition 2 Edition Issued 19/10/2021

Estate Type

FEE SIMPLE

Registered Proprietor

RYAN SCOTT
OF 23 HOLLY RISE HACKHAM WEST SA 5163

Description of Land

LOT 5 PRIMARY COMMUNITY PLAN 40034
IN THE AREA NAMED CHRISTIE DOWNS
HUNDRED OF NOARLUNGA

Easements

NIL

Schedule of Dealings

Dealing Number	Description
13633926	MORTGAGE TO WESTPAC BANKING CORPORATION (ACN: 007 457 141)

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
30/06/2015	12356674	BY-LAWS	FILED

Registrar-General's Notes NIL

Administrative Interests NIL

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

For your information:

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

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

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

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

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

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

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

How to advise us of change of ownership?

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

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

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

Electronic settlement of funds is still preferred.

LOCAL GOVERNMENT RATES SEARCH

TO: McDonald Conveyancing
PO Box 149
CHRISTIES BEACH SA 5165

05 September 2024

DETAILS OF PROPERTY REFERRED TO:

Property ID : 77422
 Valuer General No : 8636315055
 Valuation : \$440,000.00
 Owner : Mr Ryan Scott
 Property Address : 5/42 Sunningdale Drive CHRISTIE DOWNS SA 5164
 Volume/Folio : CT-6159/886
 Lot/Plan No : Community Plan Parcel 5 CP 40034
 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.

Rates balance (as of 30 Jun 2024) and/or Block Clearing Charges	\$0.00
Postponed Amount in Arrears (if applicable monthly interest of 0.58750%)	\$0.00
Fines (2%) and interest on arrears charged from previous financial year (monthly interest of 0.75416%)	\$0.00

Rates for the current 2024-2025 Financial Year applicable from 01 July 2024:

Total Rates Levied 2024-2025	\$1,622.58
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If the quarterly payments are not received by the due date, a 2% fine will be added to that amount with interest added of 0.7625% on the first working day of each month following, until the total amount overdue is paid.

Less Council Rebate. The Council Rebate ceases on sale and a pro-rata calculation will apply to the date of sale	\$0.00
Less Council Capping Rebate	\$0.00
Fines and interest charged in the current financial year (2% fine when rates first become overdue and 0.7625% interest applied per month thereafter)	\$0.00
Postponed Interest (0.59583% per month on total of postponed rates and interest)	\$0.00
Less paid current financial year	-\$404.85
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	\$1,217.73
Property Related Debts	\$0.00

BPAY Biller Code: 421503
Ref: 1375700774228

TOTAL BALANCE**\$1,217.73**

AUTHORISED OFFICER
Liam Humphries

This statement is made the 05 September 2024

IMPORTANT INFORMATION REGARDING SEARCHES

McDonald Conveyancing
PO Box 149
CHRISTIES BEACH SA 5165

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.

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

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

Yours sincerely

City Of Onkaparinga

Telephone (08) 8384 0666

Certificate No: S73055/2024

Property Information And Particulars

In response to an enquiry pursuant to Section 7 of the

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

TO: McDonald Conveyancing
PO Box 149
CHRISTIES BEACH SA 5165

DETAILS OF PROPERTY REFERRED TO:

ASSESSMENT NO	:	112698
VALUER GENERAL NO	:	8636315055
VALUATION	:	\$440,000.00
OWNER	:	Mr Ryan Scott
PROPERTY ADDRESS	:	5/42 Sunningdale Drive CHRISTIE DOWNS SA 5164
VOLUME/FOLIO	:	CT-6159/886
LOT/PLAN NUMBER	:	Community Plan Parcel 5 CP 40034
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	145/517/2012
Description	Five two-storey row dwellings with garages
Decision	Approved
Decision Date	23 May 2014

Development Plan Consent Conditions

1. All development shall be completed in accordance with the amended plans received and stamped by council on 7 May 2012 submitted with and forming part of the development application.
2. The retaining wall and fencing on (describe location) shall be treated or coated for graffiti resistance.
3. 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 onto adjoining land. Where drainage is directed to the street water table, this shall be by way of a council approved stormwater drainage system.
4. A detailed landscape plan to both street frontages shall be submitted as part of the application and considered by council prior to issue of the full development application decision notice.
5. That the landscaping shall be established prior to the occupation of the premises and shall be maintained in good condition at all times. Any diseased or dying vegetation shall be replaced whenever necessary.
6. All plants, shrubs, trees and lawn and/or ground cover shall be maintained in good condition at all times. Any diseased or dying plants, shrubs, trees or lawn and/or ground cover shall be replaced whenever necessary.
7. A detailed landscaping plan specifying the species and location of plantings on the site shall be provided for the approval of Council prior to final Development Approval.
8. That adequate lighting facilities be provided on the subject site for pedestrian walkways to the reasonable satisfaction of Council.
9. That effective measures be implemented during the construction of the development and on-going use of the land in accordance with this consent to:
 - prevent silt run-off from the land to adjoining properties, roads and drains
 - control dust arising from the construction and other activities, so as not to, in the opinion of Council, be a nuisance to residents or occupiers on adjacent or nearby land
 - ensure that soil or mud is not transferred onto the adjacent roadways by vehicles leaving the site
 - ensure that all litter and building waste is contained on the subject site in a suitable bin or enclosure
 - ensure that no sound is emitted from any device, plant or equipment or from any source or activity to become an unreasonable nuisance, in the opinion of Council, to the occupiers of adjacent land.
10. All upstairs windows pertaining to the southern and eastern elevations forming part of the submission, shall be fitted with fixed opaque glass in accordance with the approved plans and installed prior to occupation of the premises.
11. The applicant shall provide a layout design for the proposed driveways. The design shall be based on the existing site survey and demonstrate compliance with the City of Onkaparinga requirements for verge treatment, civil standard details and relevant Australian standards.
12. Proposed driveway gradients to water table levels of existing concrete footpath. Detailed carpark/s not to exceed 5% gradient. (AS2890.1)
13. Pre and post development calculations are required to determine the on-site detention capacity.
14. Detail of on-site detention tank with inlet/outlet orifice details should be shown on elevations.
15. The stormwater disposal should clearly be shown on the drawing.

ABN 58 554 365 894

CONDITIONS OF BUILDING RULES CONSENT / FURTHER INFORMATION - SECTION 42

DEVELOPMENT APPLICATION No :

145/517/2012

PROPOSED DEVELOPMENT : Five two-storey Dwellings & Garages
at Lot 277 (No 42) Sunningdale Drive,
CHRISTIE DOWNS

CLASSIFICATION : Each dwelling is classified as **Class 1a & 10a**.

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

CONDITIONS:

1. Building Indemnity Insurance – Pursuant to reg. 21(2) of the Development Regulations 2008 a Certificate of Insurance, as required under Division 3 of Part 5 of the Building Work Contractors Act 1995, must be taken out by the builder contracted to perform any domestic building work and be lodged by the owner or builder with Council before the commencement of any work on site.

2. Balustrades - The balcony and stair balustrades shall be constructed in compliance with Part 3.9.2 of Volume 2 of the BCA2013.

NOTES:

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

Proprietary type materials & products – This consent is issued on the understanding that the proprietary type materials and products as specified on the plans or specifications are to be selected and installed in accordance with the manufacturer's recommendations and relevant standards.

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

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

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

Our Reference:

18614



Building Surveyor and Consultant

24 Tyson Street
ASHFORD SA 5035
Phone: (08) 8293 7346
Fax: (08) 8293 1007
Mobile: 0438 123 617
Email: georgecap@adam.com.au

Planning Act 1982 (repealed)

Condition (that continues to apply) of a development authorisation

NO

Building Act 1971 (repealed)

Condition (that continues to apply) of a development authorisation

NO

Planning and Development Act 1966 (repealed)

Condition (that continues to apply) of a development authorisation

NO

Planning, Development and Infrastructure Act 2016

Part 5 – Planning and Design Code

Zones

Housing Diversity Neighbourhood (HDN)

Subzones

NO

Zoning overlays

Overlays

Affordable Housing

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

Hazards (Flooding - Evidence Required)

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

Native Vegetation

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

Prescribed 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 NO

Part 2—Items to be included if land affected

Development Act 1993 (repealed)

Section 50(1)

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

Section 50(2)

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

Section 55

Order to remove or perform work NO

Section 56

Notice to complete development NO

Section 57

Land management agreement NO

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

<i>Section 142</i> Notice to complete development	NO
<i>Section 155</i> Emergency order	NO
<i>Section 157</i> Fire safety notice	NO
<i>Section 192 or 193</i> Land Management Agreements	NO
<i>Section 198(1)</i> Requirement to vest land in a council or the Crown to be held as open space	NO
<i>Section 198(2)</i> Agreement to vest land in a council or the Crown to be held as open space	NO
<i>Part 16 - Division 1</i> Proceedings	NO
<i>Section 213</i> Enforcement notice	NO
<i>Section 214(6), 214(10) or 222</i> Enforcement order	NO

Public and Environmental Health Act 1987 (repealed)

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

South Australian Public Health Act 2011

<i>Section 92</i> Notice	NO
<i>South Australian Public Health (Wastewater) Regulations 2013</i> 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

NO

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

Are you aware of any encroachment on the easement?

NO

Lease, agreement for lease, tenancy agreement or licence

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

NO

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

Caveat

NO

Other

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

NO

PLEASE NOTE:

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

This statement is made the 05 September 2024

A handwritten signature in black ink, appearing to read 'Emma Moyle'.

Emma Moyle
Coordinator Development Support
AUTHORISED OFFICER

Property Interest Report

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

Title Reference	CT 6159/886	Reference No. 2602882
Registered Proprietors	R*SCOTT	Prepared 04/09/2024 14:07
Address of Property	Unit 5, 42 SUNNINGDALE DRIVE, CHRISTIE DOWNS, SA 5164	
Local Govt. Authority	CITY OF ONKAPARINGA	
Local Govt. Address	PO BOX 1 NOARLUNGA CENTRE SA 5168	

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

Table of Particulars

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

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

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

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

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

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

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

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

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

also

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

2. Aboriginal Heritage Act 1988

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

an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

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

- 3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

- 4.1 section 5 - Notice requiring payment

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

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

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

- 5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

- 5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

- 5.6 section 57 - Land management agreement

Refer to the Certificate of Title

- 5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

- 5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

- 5.9 section 71 - Fire safety notice

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

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

6. Repealed Act conditions

6.1	Condition (that continues to apply) of an approval or authorisation granted under the <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 1966</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
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7. Emergency Services Funding Act 1998

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

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

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

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

17. *Land Acquisition Act 1969*

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

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

Act

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

19. *Land Tax Act 1936*

- | | | |
|------|---|---|
| 19.1 | Notice, order or demand for payment of land tax | A Land Tax Certificate will be forwarded.
If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.

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

20. *Local Government Act 1934 (repealed)*

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

21. *Local Government Act 1999*

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

22. *Local Nuisance and Litter Control Act 2016*

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

23. *Metropolitan Adelaide Road Widening Plan Act 1972*

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

24. *Mining Act 1971*

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

24.9	Proclamation with respect to a private mine	Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title
25. <i>Native Vegetation Act 1991</i>		
25.1	Part 4 Division 1 - Heritage agreement	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.2	section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.3	section 25D - Management agreement	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.4	Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation	DEW Native Vegetation has no record of any refusal or condition affecting this title
26. <i>Natural Resources Management Act 2004 (repealed)</i>		
26.1	section 97 - Notice to pay levy in respect of costs of regional NRM board	The regional landscape board has no record of any notice affecting this title
26.2	section 123 - Notice to prepare an action plan for compliance with general statutory duty	The regional landscape board has no record of any notice affecting this title
26.3	section 134 - Notice to remove or modify a dam, embankment, wall or other obstruction or object	The regional landscape board has no record of any notice affecting this title
26.4	section 135 - Condition (that remains in force) of a permit	The regional landscape board has no record of any notice affecting this title
26.5	section 181 - Notice of instruction as to keeping or management of animal or plant	The regional landscape board has no record of any notice affecting this title
26.6	section 183 - Notice to prepare an action plan for the destruction or control of animals or plants	The regional landscape board has no record of any notice affecting this title
26.7	section 185 - Notice to pay costs of destruction or control of animals or plants on road reserve	The regional landscape board has no record of any notice affecting this title
26.8	section 187 - Notice requiring control or quarantine of animal or plant	The regional landscape board has no record of any notice affecting this title
26.9	section 193 - Protection order to secure compliance with specified provisions of the Act	The regional landscape board has no record of any order affecting this title
26.10	section 195 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act	The regional landscape board has no record of any order affecting this title
26.11	section 197 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act	The regional landscape board has no record of any authorisation affecting this title
27. <i>Outback Communities (Administration and Management) Act 2009</i>		
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
- Code Amendment**
- Residential Driveway Crossovers –draft design standard aiming to improve public safety and enhance streetscapes across SA. Minor changes to the Planning and Design Code have also been drafted to complement the design standard and support its delivery and are open for consultation as part of this process. For more information, refer to the 'Code Amendments' page on the PlanSA portal: https://plan.sa.gov.au/have_your_say/ or phone PlanSA on 1800752664.**
- Code Amendment**
- Statewide Bushfire Hazards Overlay - aims to review the current policy framework (spatial layers and policy content) of the six Hazard (Bushfire Risk) Overlays as well as explore other planning instruments and mechanisms to assist in mitigating bushfire hazard impacts. Please note that this Code Amendment only applies to a portion of some council areas. To understand if your property is affected, please check the bushfire hazard map at <https://plus.geodata.sa.gov.au/bushfire/index.html>. For more information, please visit https://plan.sa.gov.au/have_your_say/ or contact PlanSA via email (PlanSA@sa.gov.au) or telephone (1800 752 664).**
- Code Amendment**
- Ancillary Accommodation and Student Accommodation Definitions Review Code Amendment - The Chief Executive of the Department for Trade and Investment has initiated the Ancillary Accommodation and Student Accommodation Definitions Review Code Amendment to review the definitions for 'ancillary accommodation' and 'student accommodation'. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal https://plan.sa.gov.au/have_your_say/general_consultations or phone PlanSA on 1800752664.**
- 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
- Contact the vendor for these details

notice may require access

- | | | |
|-------|--|---|
| 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	<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)</i> (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	<i>Public and Environmental Health (Waste Control) Regulations 2010</i> (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. <i>South Australian Public Health Act 2011</i>		
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	<i>South Australian Public Health (Wastewater) Regulations 2013</i> 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. <i>Upper South East Dryland Salinity and Flood Management Act 2002 (expired)</i>		
33.1	section 23 - Notice of contribution payable	DEW has no record of any notice affecting this title
34. <i>Water Industry Act 2012</i>		
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. <i>Water Resources Act 1997 (repealed)</i>		
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
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Other Particulars

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

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



Section 48 Notice

This notice is to be retained by the Tenant

Information to be provided by landlords to tenants

Section 48 of the *Residential Tenancies Act 1995* requires that a landlord must ensure that a tenant is given, before or at the time the landlord and tenant enter into a residential tenancy agreement certain information.

1. AGENT: Company Name/Legal Entity:

The Trustee for Muirhead Property Management Trust

Company Representative: Andy Muirhead

Street 1: PO Box 543

Suburb: HOVE

State: SA

Postcode: 5048

ABN (if applicable): 79 706 501 280

RLA No: 257369

Telephone: W:

M: 0412 481 217

F:

Email: andy.muirheadpm@gmail.com

Address for service of documents if different to above:

2. LANDLORD: Full Names:

Sunningdale JV Pty Ltd

Address for service of documents as below.

Street 1: 636 Anzac Highway

Suburb: Glenelg East

State: SA

Postcode: 5045

ABN (if applicable):

If landlord is a company, address of registered office of the company, if different to above:

Street 1:

Suburb:

State:

Postcode:

3. PERSON WITH SUPERIOR TITLE TO LANDLORD (if applicable):

Street 1:

Suburb:

State:

Postcode:

ABN (if applicable):

INITIALS

Initials not required if using electronic signature

AM
NB

Residential Property Tenancy Agreement: Schedule



This is a residential tenancy agreement and the parties to the agreement should consider obtaining legal advice about their rights and obligations under the agreement.

1. AGENT: Company Name/Legal Entity: The Trustee for Muirhead Property Management Trust

Company Representative: Andy Muirhead

Street 1: PO Box 543

Street 2:

Suburb: HOVE

State: SA

Postcode: 5048

ABN (if applicable): 79 706 501 280

RLA No: 257369

Telephone:

W:

F:

M: 0412 481 217

Email: andy.muirheadpm@gmail.com

☒ The Agent consents to the above email address being used for the purposes of service under the Act.

2. LANDLORD: Full Name(s): Sunningdale JV Pty Ltd

Street 1: 636 Anzac Highway

Street 2:

Suburb: Glenelg East

State: SA

Postcode: 5045

ABN (if applicable):

3. TENANT: Full Name(s): Matthew Ian BAKER

Email: mb5159@yahoo.com.au

☒ The Tenant consents to the above email address being used for the purposes of service under the Act.

4. PREMISES:

Street 1: Unit 5 / 42 Sunningdale Drive

Street 2:

Suburb: CHRISTIE DOWNS

State: SA

Postcode: 5164

5. TERM:

☒ Fixed: Commencement Date: 15 / 02 / 2019 End Date: 20 / 02 / 2020

☐ Periodic: Commencement Date: / / and continues until terminated in accordance with this Agreement

6. RENT:

Amount: Words: Three Hundred and Fifteen Dollars

\$ 315

Per (period): Week

Payable in advance: ☐ Weekly ☒ Fortnightly ☐ Calendar monthly

Payments: First Payment of \$ 630 on 15 / 02 / 2019 with the

next payment of \$ 630 on 01 / 03 / 2019

and thereafter: \$ 630 on the Friday of each Fortnight

Payment ☐ Direct Debit ☐ Bank Deposit Book ☒ Internet Transfer ☐ Rent Card

Method: ☐ Bank Cheque ☐ Other Westpac / Shepwest Pty Ltd / BSB: 035 045 / ACCT: 343 445 / Rent Code: SUN542BAK

Note: Payment of rent will be taken to have been made when it is credited to the bank account. The Tenant must take into consideration any delays in crediting the bank account caused by the method of rent payment.

INITIALS

Initials not required if using electronic signature

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Residential Property Tenancy Agreement: Schedule



7. BOND

Words: One Thousand Eight Hundred and Ninety Dollars

\$ 1,890

8. OUTGOINGS: (Clause 3.1.3)

- ☒ All water usage costs adjusted for the period of tenancy
- ☐ All water usage costs in excess of kL per annum, with such allowance to be adjusted for the period of tenancy
- ☒ All water supply charges adjusted for the period of tenancy
- ☐ No charge for water
- ☐ Other (specify)

If the Property is not individually metered for a service, the Tenant must pay an apportionment of the cost of the service as set out below:

Service	Apportionment
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

9. INSURANCE: (Clause 3.1.13)

Responsibility for insurance of the premises ☒ LandlordResponsibility for insurance of contents of the premises (for property other than that of the Landlord) ☒ Tenant

10. OTHER CONDITIONS:

Other persons permitted to reside in the Premises (list names):

Yannick BAKER, 8yrs
Lydia BAKER, 4yrs

Pets Approved: (Clause 3.2.11)

☒ No☐ YesDetails:

Repair Instructions:

☒ Always contact Agent☐ Nominated repairers

Repairer:

Name: Telephone:

Repairer:

Name: Telephone:

INITIALS

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Residential Property Tenancy Agreement: Schedule



Additional Conditions:

☐ N/A ☒ As detailed below ☐ See annexure

The tenant agrees to use felt tips on all furniture items placed upon the timber laminate floors to prevent damage.

The tenant agrees to only use a damp mop to clean the timber laminate floors to avoid excessive water damage.

INITIALS

Initials not required if using electronic signature

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Residential Property Tenancy Agreement: Terms and Conditions



1. AGREEMENT

The Landlord agrees to rent the Property to the Tenant in accordance with the terms and conditions of this Agreement

2. DEFINITIONS AND INTERPRETATION

In this Agreement, unless a contrary intention appears:

- 2.1 "Act" means the *Residential Tenancies Act 1995*;
- 2.2 "Agent" means the person or organisation specified in Item 1 of the Schedule;
- 2.3 "Ancillary Property" means the property identified or specified in the Inspection Sheet;
- 2.4 "Bond" means the amount specified in Item 7 of the Schedule;
- 2.5 "Landlord" means the person or organisation specified in Item 2 of the Schedule;
- 2.6 "Premises" means the premises the subject of this Agreement specified in Item 4 of the Schedule;
- 2.7 "Property" means the Premises and the Ancillary Property (if any);
- 2.8 "Rent" means the amount specified in Item 6 of the Schedule and/or as varied in accordance with this Agreement;
- 2.9 "Tenant" means the person or organisation specified in Item 3 of the Schedule;
- 2.10 "Term" means the period this Agreement remains in force specified in Item 5 of the Schedule.

The singular includes the plural and vice versa and references to natural persons include corporations and vice versa. Where more than one person is a party to this Agreement, the terms and conditions to be performed by them bind each party jointly and severally.

3. TENANT'S RIGHTS AND OBLIGATIONS

3.1 Subject to the provisions of the Act the Tenant must:

- 3.1.1 pay the Rent to the Agent in full in the manner and at the times specified in Item 6 of the Schedule, unless the Agent has given the Tenant a notice in writing setting out an alternative method;
- 3.1.2 pay the Bond to the Agent;
- 3.1.3 pay all outgoings of the Property to the Agent including gas, electricity, telephone and oil, together with rates and charges for water specified in Item 8 of the Schedule, within fourteen (14) days of receipt of a notice for payment;
- 3.1.4 keep the Property clean and secure, immediately notify the Landlord or the Agent of any damage to the Property and immediately report to the Landlord or the Agent any breakdown or fault in the equipment, electrical, smoke detectors or plumbing services in or on the Property;
- 3.1.5 pay the cost of repair to "the Plumbing" (as defined in clause 3.2.3) when damage to it is as a result of a breach by the Tenant of this Agreement;
- 3.1.6 keep the Property clear of rubbish, place household rubbish in a bin of the type approved by the local council, put the bin out for collection on the day of collection and retrieve it as soon as possible after it has been emptied;
- 3.1.7 regularly mow the lawn, weed and water the garden to at least maintain any garden that is part of the Property to the same standard as applied at the commencement of the Term;
- 3.1.8 keep all drains clear and not intentionally nor negligently do anything that will interfere with the proper operation of any Plumbing or drainage system on the Property;
- 3.1.9 use the Premises solely as a place of residence;
- 3.1.10 pay the cost of any repairs necessary because of damage to the Property as the result of an act or omission of the Tenant or any invitee of the Tenant;
- 3.1.11 return to the Agent's office the completed Inspection Sheet required by the Regulations under the Act within fourteen (14) days of the commencement of the Term, together with details of any disputed item on that Inspection Sheet;
- 3.1.12 where the Property includes a swimming pool or spa:
 - 3.1.12.1 supply and bear the cost of all necessary labour, chemicals and treatments to maintain the present condition of the swimming pool or spa;
 - 3.1.12.2 observe any instructions from the Landlord about the use or maintenance of the swimming pool or spa, including the correct chemical levels;
 - 3.1.12.3 not drain the swimming pool or spa without prior written consent of the Landlord;
 - 3.1.12.4 advise the Landlord or the Agent immediately upon becoming aware of any equipment, including fences or gates, being damaged or malfunctioning or of the condition of the pool or spa deteriorating such that remedial treatment is required;
- 3.1.13 effect and maintain any policy of insurance specified in Item 9 of the Schedule during the Term and, on demand, produce to the Landlord or the Agent a certificate of currency for that insurance;
- 3.1.14 indemnify and keep indemnified the Landlord and the Agent in respect of loss incurred or suffered as a result of any breach of this Agreement by the Tenant or any negligent act arising from the Tenant's use of the Property:
 - 3.1.14.1 this indemnity includes, without limitation, loss due to bodily injury, sickness, or death or loss, destruction or damage to property;
 - 3.1.14.2 this indemnity survives the expiration or termination of this Agreement.

3.2 The Tenant must not without the prior written consent of the Landlord:

- 3.2.1 use, cause or permit the Property to be used for an illegal or unauthorised purpose;
- 3.2.2 intentionally or negligently cause or allow others to intentionally or negligently damage the Property (including by driving nails, plugs or screws or fixing any adhesive material to any part of the Property);
- 3.2.3 use any sink, basin, bath, lavatory, drain or similar facility ("the Plumbing") in or connected to the Property for other than their intended purpose;
- 3.2.4 damage the Plumbing or the drainage or sewerage systems of the Property;
- 3.2.5 affix any fixture or make any renovation, alteration or addition to the Property;
- 3.2.6 remove or alter any fixture or device on the Property;
- 3.2.7 cause or permit a nuisance or any interference with the reasonable peace, comfort or privacy of any person who resides in the immediate vicinity of the Property;
- 3.2.8 assign this tenancy or sublet the Property;
- 3.2.9 affix any television antenna, cable TV or satellite dish to the Property;
- 3.2.9.1 it is acknowledged by the tenant that the landlord and/or the agent do not represent or guarantee that a telephone line or a television aerial is connected to the Premises, even if one or more telephone / aerial plug/s is located in the Premises;

INITIALS

Initials not required if using electronic signature

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Residential Property Tenancy Agreement: Terms and Conditions



- 3.2.10 install any air-conditioning unit on or in the Premises;
- 3.2.11 keep any animals (including reptiles, mammals, birds, poultry or fish) on the Property;
- 3.2.12 permit any bicycle or motor cycle to be brought into the living areas of the Premises or left anywhere in or near the Premises other than in an agreed parking place;
- 3.2.13 place any advertisement, notice or sign on or in the Property;
- 3.2.14 interfere with any machinery, plant or equipment belonging to the Landlord on the Property other than to operate it in accordance with the Landlord's or the manufacturer's instructions;
- 3.2.15 allow any person other than the intended occupants notified to the Landlord prior to the commencement of this Agreement to remain on the Property for more than fourteen (14) days;
- 3.2.16 alter, remove or add any locks or other security devices to the Property. In the event consent is granted, the Tenant must supply any key, device or updated security code to the Agent as soon as practicable;
- 3.2.17 cause or permit smoking within the Premises.
- 3.3 Where the Premises are a unit or lot under the *Strata Titles Act 1988* or the *Community Titles Act 1996* or are comprised in another form of multiple dwelling, the Tenant must not breach or permit a breach of the applicable Act or the Articles/By Laws of the Corporation made under that Act, or (in regard to other premises) of any Articles or Rules that apply and in particular must not:
 - 3.3.1 park any motor vehicle or motor cycle in any place other than an allotted parking space;
 - 3.3.2 deposit any rubbish around the Property or any neighbouring properties other than in a bin provided for the purpose;
 - 3.3.3 place any pot or plant container or personal items on any window sill, balustrade, balcony or passageway or in any common areas;
 - 3.3.4 hang washing anywhere other than in areas provided for that purpose;
 - 3.3.5 use any communal laundry outside the times set by the Corporation.

4. LANDLORD'S RIGHT OF ENTRY

Subject to the Act, the Landlord or Agent may enter the premises:

- 4.1 in an emergency;
- 4.2 to collect rent;
- 4.3 to inspect the premises;
- 4.4 to carry out garden maintenance;
- 4.5 to carry out necessary maintenance;
- 4.6 to show the premises to prospective tenants;
- 4.7 to show the premises to prospective purchasers;
- 4.8 to determine whether a breach has been remedied;
- 4.9 for some other genuine purpose;
- 4.10 if the landlord believes on reasonable grounds that the tenant has abandoned the premises.

5. LANDLORD'S RIGHTS AND OBLIGATIONS

- 5.1 Subject to the Act, the Landlord must:
 - 5.1.1 provide the Property in a reasonable state of cleanliness;
 - 5.1.2 provide and maintain the Property in a reasonable state of repair having regard to its age, character and prospective life, however the Landlord will not be regarded as being in breach of the obligation to repair unless the Landlord has been given written notice by the Tenant of the defect requiring repair and the Landlord fails to act with reasonable diligence to have the defect repaired;
 - 5.1.3 provide and maintain such locks and other devices as are necessary to ensure that the Property is reasonably secure;
 - 5.1.4 pay all rates, taxes and charges imposed in respect of the Property other than rates and charges for water that are agreed to be paid by the Tenant and specified in Item 8 of the Schedule;
 - 5.1.5 allow the Tenant to have quiet enjoyment of the Property during the Term.
- 5.2 The Landlord must not:
 - 5.2.1 cause or permit any interference with the reasonable peace, comfort or privacy of the Tenant in the use by the Tenant of the Property;
 - 5.2.2 except where the Tenant is in default of this Agreement, alter, remove or add any lock or device of the type referred to in clause 5.1.3 without the Tenant's written or verbal consent.
- 5.3 Subject to the Act, the Landlord may increase the Rent and Bond during the Term, even if this Agreement is for a fixed term. If the Agreement is for a fixed term, any rent increase during the Term must be either by mutual agreement or in accordance with clause 5.4.
- 5.4 By completing this clause, the parties agree that the rent will be increased during the fixed term of the agreement as follows:
 - 5.4.1 the rent will be increased to \$ per on / / ;
and to \$ per on / / ; or
 - 5.4.2 the rent increase can be calculated by the following method (set out details):

6. TERMINATION AND HOLDING OVER

The Landlord and Tenant agree:

- 6.1 this Agreement may only be terminated in accordance with the Act;
- 6.2 subject to clause 6.3, the Landlord may terminate this Agreement on seven (7) days notice to the Tenant if the Tenant breaches it in any respect whatsoever;
- 6.3 where the Landlord proposes to give a notice terminating this Agreement for non-payment of rent, the Rent must have been in arrears for at least fourteen (14) days before a notice of termination can be given;
- 6.4 if, with the approval of the Landlord, the Tenant remains in occupation of the Property after the expiration of the Term, this Agreement continues until determined by either party in accordance with the Act;
- 6.5 if the Tenant breaches this Agreement during its Term, and the Landlord re-lets the Property, then the Tenant will pay to the Agent the Landlord's reasonable re-letting costs including advertising, letting fee and any out of pocket expenses, together with the Rent to the date on which the Tenant is released (if applicable) from this Agreement;
- 6.6 the Landlord may charge the Tenant for processing an application for consent to sublet the Property.

INITIALS

Initials not required if using electronic signature

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Residential Property Tenancy Agreement: Terms and Conditions



7. PRIVACY ACT 1988

- 7.1 The parties agree and acknowledge that the Agent uses personal information collected from the Landlord and Tenant to act as the Landlord's agent and to perform their obligations under this Agreement. The Agent may also use such information collected to promote the services of the Agent and/or seek potential clients.
- 7.2 The Agent may disclose information to other parties including media organisations, on the internet, to potential tenants, or to clients of the Agent both existing and potential, as well as to tradespeople, owners, corporations, government and statutory bodies, other agents, and to third party operators of tenancy reference databases. By entering into this Agreement the Tenant acknowledges that if they fail to comply with their obligations under this Agreement that fact and any other relevant information collected about the Tenant during the course of the tenancy may also be disclosed to other agents and third party operators of tenancy reference databases.
- 7.3 The Agent will only disclose information in this way to other parties as required to perform their duties under this Agreement, to achieve the purposes specified above or as otherwise allowed under the *Privacy Act 1988*.
- 7.4 If the Tenant would like to access this information, they can do so by contacting the Agent at the address and contact numbers contained in this Agreement. The Tenant can also correct this information if it is inaccurate, incomplete or out-of-date.

8. OTHER CONDITIONS

This Agreement includes such other terms and conditions as specified in Item 10 of the Schedule.

9. GENERAL

- 9.1 This Agreement is governed by and construed in accordance with the laws from time to time in force in South Australia and the parties submit to the non-exclusive jurisdiction of the Courts of this State.
- 9.2 If any provision of this Agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable in law, then in such case the parties hereby request and direct such court to sever such provision from this Agreement.

INITIALS

Initials not required if using electronic signature

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Residential Property Tenancy Agreement: Execution Page



EXECUTED AS AN AGREEMENT

Dated this 15th Day of February 2019

The Tenant(s) acknowledge receipt of:

- ☒ Section 48 Notice
- ☒ A copy of this Agreement
- ☒ Information Brochure (*Residential Tenancies Act 1995*)
- ☒ Property Condition Report (2 copies)
- ☒ Manufacturers' Manuals – refer Annexure
- ☐ Additional fees and charges - refer Annexure
- ☐ Additional Conditions Annexure

- ☒ Keys (Number 8)
- ☒ Remote control devices (Number 2) *x R/DOOR*
- ☐ Strata Articles
- ☐ Community Title By-laws
- ☐ Statutory Notice for Short Term Tenancy
- ☐ Other
- ☐ Other

SIGNED by the TENANT(s):

Tenant: *x. MBAM*

Full Name (Print) Matthew Ian BAKER

SIGNED by the TENANT(s):

Tenant: _____

Full Name (Print)

Tenant: _____

Full Name (Print)

Tenant: _____

Full Name (Print)

SIGNED by or on behalf of THE LANDLORD

[Signature]

- ☒ Agent as authorised ☐ Landlord

Full Name (Print) Andrew Muirhead

Note:

1. REISA recommends that you should not sign any contractual document unless you are satisfied that you understand its terms.
2. Use of this Agreement by a non-member of REISA is a breach of Copyright.

NOTE: ALL PARTIES SHOULD INITIAL ALL PAGES

MB
AM



NOTICE TO TENANT OF LEASE EXTENSION

(DO NOT USE THIS FORM FOR PERIODIC OR SHORT FIXED TERM TENANCIES)

To

Tenant 1:	<input type="text" value="Matthew Baker"/>	Tenant 2:	<input type="text"/>
Tenant 3:	<input type="text"/>	Tenant 4:	<input type="text"/>
Tenant 5:	<input type="text"/>	Tenant 6:	<input type="text"/>
Tenant 7:	<input type="text"/>	Tenant 8:	<input type="text"/>

(insert name of tenant(s))

Address of rented premises:

Street 1:

Street 2:

Suburb: State: Postcode:

I give you notice that your current lease expires on / /

(insert date)

Your current rent is per

(insert amount)

(insert rental period eg fortnight, calendar month)

I wish to offer you an extension of your lease for a further months

(Strike out whichever is not appropriate)

The lease extension will expire on / /

(insert date)

The rent will / ~~will not~~ be increased / ~~will be decreased~~.

(Strike out whichever is not applicable)

The new rent will be per with the first payment due on / /

(insert amount)

(insert rental period eg fortnight, calendar month)

(insert date)

The Terms of your lease are varied as follows and if not varied then remain the same:

☒ N/A ☐ As detailed below ☐ See annexure

Please sign and return this Notice to your Agent by / / if you wish to accept.

(insert a date that is more than 28 days before the lease ends)

The Tenants expressly consent to the collection and use of the Personal Information and content in accordance with the REISA privacy policy at www.reisa.com.au.

PLEASE NOTE:

- If this form is not returned by the above date, the landlord may give you at least 28 days written notice (Form 2A) to end the fixed term agreement.
- If you wish to vacate at the end of the fixed term you must give your landlord at least 28 days written notice (Form 4B) to end the fixed term agreement.
- If the lease is not extended and at least 28 days written notice is not given by either party the agreement continues as a residential tenancy agreement for a periodic tenancy.

**NOTICE TO TENANT OF LEASE EXTENSION**

(DO NOT USE THIS FORM FOR PERIODIC OR SHORT FIXED TERM TENANCIES)

Signed by Tenant 1

Matthew Baker

Date: 01/01/2024

Tenant Name

Matthew Baker

Signed by Tenant 2

Date:

Tenant Name

Signed by Tenant 3

Date:

Tenant Name

Signed by Tenant 4

Date:

Tenant Name

Signed by Tenant 5

Date:

Tenant Name

Signed by Tenant 6

Date:

Tenant Name

Signed by Tenant 7

Date:

Tenant Name

Signed by Tenant 8

Date:

Tenant Name

Signed by or on behalf of the Landlord

☒ Agent as authorised ☐ Landlord

Date: 02/01/2024

orig. **LF 12356674**



01:54 30-Jun-2015
2 of 2

LF

Series No.

2

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

**LODGEMENT FOR FILING UNDER
THE COMMUNITY TITLES ACT 1996**

FORM APPROVED BY THE REGISTRAR-GENERAL

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

BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

Lodged by:

Correction to: Eckermann Steinert Conveyancers

CJSA15

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

1.....

2.....

3.....

4.....

PICK-UP NO.	
CP	40034

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

ITEM(S)	AGENT CODE

CORRECTION	PASSED <i>My</i>
REGISTERED 9/7/2015	
<i>Mark McNeil</i> REGISTRAR-GENERAL SOUTH AUSTRALIA	

BY-LAWS


COMMUNITY TITLES ACT 1996

COMMUNITY PLAN NO. 40034

42 Sunningdale Drive Christies Beach SA 5165

Certified correctly prepared in accordance with the requirements of the Community Titles Act 1996 by
the person who prepared the document.

Signed


.....
Teresa Marie Hennig of 1 Sudholz Road Gilles Plains SA 5086
30/6/15

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COMMUNITY BY – LAWS WARNING

The terms of these By-Laws are binding on the Community Corporation, the owners of the community lots and the persons entering the community parcel.

These By-Laws relate to the control and preservation of the essence or theme of the Community Corporation and as such may only be amended or revoked by special resolution of the Community Corporation in accordance with Section 39 of the Community Titles Act and Regulations.

1. Preliminary

1.1 Definitions and Interpretation

The definitions and interpretations set out herein and set out in Section 3 of the Community Titles Act 1996 shall apply to these by-laws and unless to the contrary otherwise require, the expressions:-

"Act"	means the <i>Community Titles Act 1996</i> (as amended);
"common property"	means the common property created by Community Plan No. 40034;
"corporation"	means Community Corporation No. 40034 Incorporated constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor, manager or representative of the corporation appointed in writing;
"community parcel"	means the whole of the land comprised in Community Corporation Plan No. 40034;
"invitees"	means visitors, tradesperson, builders, contractors, agents, clients or associates of the lot holder or occupier of a lot;
"lot"	means a community lot as defined in the Act and a community lot comprised in Community Plan No. 40034;
"lot holder"	means the owner of a lot; and
"occupier"	of a lot includes, if the lot is unoccupied, the owner of the lot.

IN THESE BY-LAWS UNLESS THE CONTRARY INTENTION APPEARS

- a) a reference to an instrument includes any variation or replacement of it;
- b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- c) the singular includes the plural and vice versa;
- d) the word "person" includes a firm, a body corporate, an association or an authority;
- e) words of any gender include every gender;
- f) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes and assigns; and
- g) headings are inserted for convenience and do not affect the interpretation of these by-laws.

2. Mandatory By - Laws

2.1 Administration, Management and Control of Common Property

The corporation is responsible for the administration, management and control of the common property.

2.2 Use and Enjoyment of the Common Property

The common property is, subject to the Act and these by-laws, for the common use and enjoyment of lot holders, occupiers and their invitees. The lot holders, occupiers and their invitees whilst using the common property must not:-

- 2.2.1 make any undue noise, damage or interfere with any structure, shrub, plant, tree or garden, deposit any rubbish or waste material on or in the common property or in way obstruct the lawful use of the common property;
- 2.2.2 obstruct the movement of any vehicle or pedestrian traffic, use a skateboard or similar device, park a vehicle or any other conveyance (except in areas approved by the corporation) or whilst driving a vehicle on the common property fail to comply with the corporation's displayed regulated speed limit;
- 2.2.3 without the prior approval in writing of the corporation mark, paint, erect or construct any permanent structure or service infrastructure;
- 2.2.4 damage or deface any existing structure or service infrastructure that forms part of the common property;
- 2.2.5 use any portion of the common property for their exclusive use as a garden or otherwise without the prior consent in writing of the corporation;
- 2.2.6 display any advertising, sign or hoarding;
- and
- 2.2.7 must reasonably endeavour to make their invitees aware of these by-laws or ensure that their invitees do not engage in any conduct that is in breach of these by-laws;
- 2.2.8 must notify the corporation of any damage or defect in the common property immediately becoming aware of the damage or defect; and
- 2.2.9 must be able to have access ingress and egress on foot to the common property for the purpose of the use and enjoyment of the lot holder's lot.

2.3 Use and Enjoyment of Community Lots

A person must:-

- 2.3.1 use a lot solely or predominantly for residential purposes and for no other use unless that use has been first approved in writing by the corporation.
- 2.3.2 use and enjoy the lot in a manner consistent with these by-laws;
- 2.3.3 use the lot in accordance with the Development Act 1993;
- 2.3.4 not cause or permit on the community parcel any act or omission contrary to the intention of the by-laws;
- 2.3.5 not create any undue noise, disturbance or undertake any activity or behaviour which is likely to interfere with the quiet enjoyment of another lot holder or occupier of a lot;
- 2.3.6 not restrict or prevent the corporation from gaining access to any common service infrastructure shared between the lots for maintenance, repair or replacement purposes only;
- 2.3.7 not alter the exterior of the improvements on a lot without the consent in writing of the corporation; and
- 2.3.8 not to excavate dig and install any bore or well on any community lot.

2.4 Insurance

2.4.1 Building Insurance

2.4.1.1 A lot holder or developer or owner of a lot will properly insure all buildings, fixtures and improvements on each of the respective lots from the date of their practical completion to the full insurable value and must include cover for demolition site clearance architects fees and replacement with new materials of a like or similar quality.

2.4.1.2 The owner of each lot will maintain public risk insurance of amounts of at least ten million dollars (\$10M) in respect of any one event or such higher cover as the corporation or the Act may from time to time determine or require.

2.4.2 Common Property

2.4.2.1 The corporation will at all times effect insurance on the common property for public liability cover of not less than ten million dollars (\$10,000,000.00).

2.4.2.2 The corporation must also insure the buildings or other improvements (if any) on the common property. The insurance must be for the full cost of replacing the buildings or improvements with new materials and must cover incidental costs such as demolition, site clearance and architect's fees.

2.4.2.3 The corporation must review on an annual basis all insurances held, and the need for new or additional insurances. The corporation will ensure that sufficient funds are obtained from the contributions to the administrative fund payable by the lot owner to enable payment of the premium of the Policy of Insurance. In the event of a claim, any excess or shortfall resulting from under insurance must be met by the corporation.

2.4.2.4 The owner or occupier of a lot must not, except with the approval of the community corporation, do anything that might void or prejudice the insurance effected by the corporation or increase any insurance premium payable by the corporation.

3. Maintenance and Use of Lots

3.1 Maintenance and Repair

The owner of a lot must:-

3.1.1 maintain and keep in good repair buildings and structural improvements to the lot (including paintwork and external finishes);

3.1.2 paint and repair external finishes as authorised and requested by the corporation from time to time in order to substantially maintain a continuity of appearance of all buildings on each community lot on the community parcel; and

3.1.3 has the responsibility to arrange a pest control inspection annually of their lot and at their expense and provide evidence of such inspection to the corporation.

3.2 Occupier's Obligations to Maintain the Lot in Good Condition

3.2.1 The occupier of a lot must keep the lot in a clean and tidy condition.

3.2.2 The occupier must keep the garden of that lot and any directly adjacent garden to that lot; being on the common property maintained and clear of rubbish and shall not change the landscaping of that garden so as to substantially alter the environment.

- 3.2.3 The occupier of a lot must maintain and repair any security and/or garden lighting which may exist on that lot and any directly adjacent security and/or garden lighting to that lot, being on the common property which may exist.
- 3.2.4 The occupier of a lot must:-
- 3.2.4.1 store garbage in an appropriate container that prevents the escape of unpleasant odours;
 - 3.2.4.2 store the appropriate container in such a manner that it cannot be seen from the front of the lot; and
 - 3.2.4.3 comply with any requirements of the council for the disposal of garbage.

4. Animals

- 4.1 Subject to Section 37 of the Act a lot holder or occupier may keep a small dog or desexed cat in the backyard of the lot provided that the animal:-
- 4.1.1 be under physical care and control of the lot holder and occupier of a lot at all times; and
 - 4.1.2 does not injure or disturb the quiet enjoyment of other lot holders or occupiers of a lot.
- 4.2 The lot holder or occupier of a lot must immediately remove any deposit of waste material and repair and or replace any damage to or loss of property caused by the animal on or to the common property or another lot.
- 4.3 The corporation may by written notice require a lot owner or occupier of a lot to permanently remove an animal (which is the subject of repeated complaints) from a lot.
- 4.4 Provided always that nothing in clause 4.1 above shall:-
- 4.4.1 prevent an occupier of a lot who suffers from a disability from keeping an assistance animal or a therapeutic animal on the lot or restrict the use of an assistance animal or a therapeutic animal by the occupier if the assistance animal or a therapeutic animal is trained to assist the occupier in respect of that disability (Section 37(1)(d) of the Act); or
 - 4.4.2 prevent an invitee to the community parcel who suffers from a disability from using an assistance animal or a therapeutic animal trained to assist the invitee in respect of the disability (Section 37(1)(e) of the Act).
- 4.5 Pursuant to clause 4.1 above, the lot holder or occupier of a lot must not keep any other animal and/or pet without the prior written consent of the corporation at a duly convened meeting.

5. Prohibition of Disturbance

5.1 Disturbance

The occupier of a lot must not engage in conduct that unreasonably disturbs the occupier of another lot or others who are lawfully on a lot.

6. General Provisions

6.1 Display of Advertisements

6.1.1. A person must not, without the written approval of the corporation (other than during the Development of a lot and in the display of signs required under the Building Work Contractors Act 1995) erect or display any advertising signs unless the advertising is a sign associated with the sale of a lot; provided that sign used does not exceed 600mm by 1 metre in dimension.

6.1.2 This by-law does not prevent the corporation from erecting any sign which displays any parking restrictions, speed limits or access requirements at the entrance to the common property or lot.

6.2 Offence

A person who contravenes or fails to comply with a provision of these by-laws is guilty of an offence.

Maximum Penalty: - The maximum prescribed under the Act.

7. Community Corporation may make Rules

The corporation may make rules relating to the common property not inconsistent with these by-laws and the same shall be observed by the lot holders, occupiers and their invitees unless and until they are disallowed or revoked by an ordinary resolution at a general meeting of lot holders.

8. Community Corporation Recovery Rights

8.1 The corporation may recover any money owing to it under the by-laws as a debt.

8.2 The lot holder or occupier of a lot must pay or re-imburse on demand to the corporation costs, charges and expenses incurred in connection with the contemplated, attempted or actual enforcement or preservation of any rights under the by-laws in relation to the lot holder or occupier.

8.3 The cost, charges and expenses recoverable under these by-laws shall include without limitation those incurred in retaining any independent consultant, agent or other advisor used to evaluate any matter of concern and the corporation's administration costs in connection with those events; and

8.4 The corporation may charge interest on any overdue money owned by a lot holder or occupier of a lot at the rate equal to two (2) percentage points above the rate then quoted by the corporation's bankers on overdraft accommodation of less than \$100,000.00 calculated on the daily balance of commencing from the day that the money became due for payment.

9. Indemnity and Release

A person bound by these by-laws shall;

9.1 indemnify and forever hold harmless the corporation from and against all and any actions, claims, demands, losses, damages, costs and expenses which the corporation shall or may become liable in respect of or arising out of any loss or injury personal or in respect of property (suffered by any person in or about the lot or common property) except and to the extent that such loss or injury was caused or contributed to by the negligence of the corporation; and

- 9.2 occupy, use and keep the lot at the risk in all things of the lot holder and the lot holder hereby releases to the full extent permitted by the law the corporation from any and all claims, demands and damages of every kind resulting from any accident, damage or injury occurring therein except and to the extent that any such claims, demands and damages arises from or as a consequence of the negligence of the corporation or any servant or agent of the corporation.

10. Waiver

No waiver by the corporation of one breach of any by-law, obligation or provision herein contained or implied shall operate as a waiver of another breach of the same or any other by-law, obligation or provisions herein contained or implied.

11. Notice

Any notice required to be served under these by-laws shall be sufficiently served on the lot holder if:-

- 11.1 it is given to the lot holder or an agent of the person; or
- 11.2 it is left for that lot holder with someone apparently over the age of 16 years at his or her place of residence or at any place at which he or she carries on business; or
- 11.3 it is posted to the lot holder at their last known address; or
- 11.4 if the lot holder consents to receiving the notice by email - by transmitting the notice by email to the email address provided by the lot holder for that purpose; or
- 11.5 where the notice is affixed in a prominent position on the lot prescribed by the regulations.

12. Severance

If any by-law or any part of these by-laws cannot be given effect or full force and effect by reason of statutory invalidity or otherwise such by-law or part by-law as the case may be which cannot be given effect or its full force and effect shall be severed, ignored or read down restrictively but so as to maintain and uphold as far as possible the remaining by-laws.

13. Breach

Where a person bound by these by-laws has acted in breach thereof and the corporation has incurred expenses in remedying such breach, the corporation shall be entitled to recover such expenses from such person.

14. Penalty


The maximum penalty for the breach of any of these by-laws is five hundred dollars (\$500.00) or such maximum amount as may be provided for by Section 34(3) of the Act.

15. Removal of Persons

The corporation may remove any person from a part of the community parcel who is found committing a breach of a by-law in that part.

16. Internal Fencing

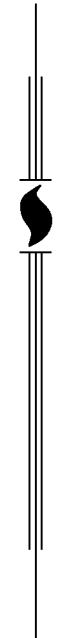
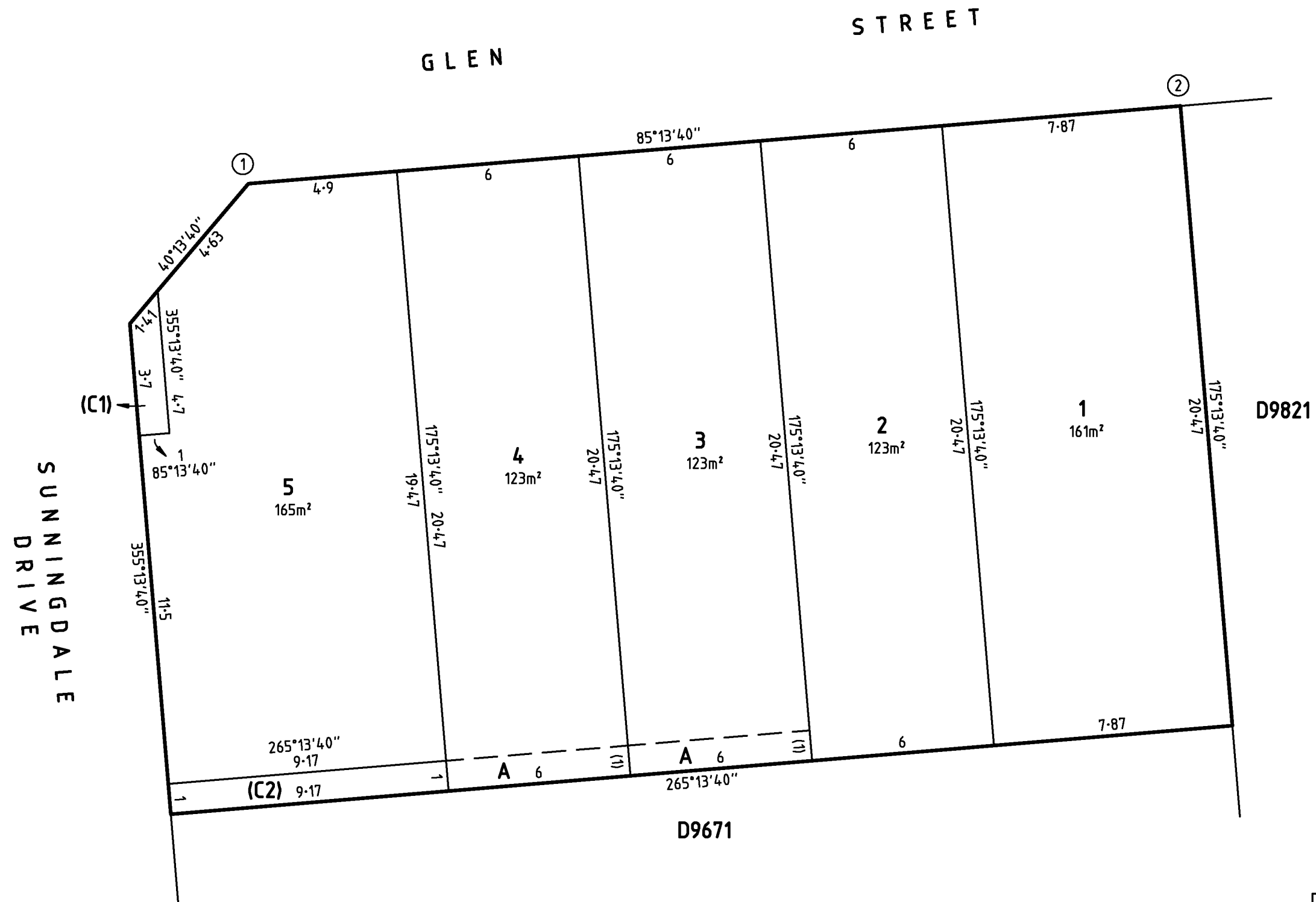
The provisions of the Fences Act 1975 (as amended) shall apply as between the owners of adjoining community lots.

PURPOSE: PRIMARY COMMUNITY		AREA NAME: CHRISTIE DOWNS		APPROVED: JULIA GADSDON 04/06/2015		<div> C40034 SHEET 1 OF 2 46054_text_01_v03_Version_3</div>			
MAP REF: 6627/11/H		COUNCIL: CITY OF ONKAPARINGA		DEPOSITED: MARK MCNEIL 09/07/2015					
LAST PLAN: F59648		DEVELOPMENT NO: 145/C234/14/001/41669							
AGENT DETAILS: ZAINA STACEY PTY LTD PO BOX 1000 TORRENS PARK SA 5062 PH: 0433405050 FAX: 08 83577861		SURVEYORS CERTIFICATION:		I GRAEME EDWARD NEALE , a licensed surveyor under the Survey Act 1992, certify that (a) I am uncertain about the location of that part of the service infrastructure shown between the points marked > and < on the plan; and (b) This community plan has been correctly prepared in accordance with the Community Titles Act 1996 18th day of May 2015 Graeme Neale Licensed Surveyor					
AGENT CODE: MMUP									
REFERENCE: 14240									
SUBJECT TITLE DETAILS:									
PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
CT	5334	795		ALLOTMENT(S)	277	D	9671 NOARLUNGA		
OTHER TITLES AFFECTED:									
EASEMENT DETAILS:									
STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF			CREATION
NEW	3	SHORT	RIGHT(S) OF WAY	A	ON FOOT	2			
NEW	4	SHORT	RIGHT(S) OF WAY	A	ON FOOT	2.3			
ANNOTATIONS: THE SERVICE INFRASTRUCTURE WAS NOT IN PLACE AS AT 23 / 01 / 2015 THE COMMON PROPERTY IS DESIGNATED (C1) AND (C2) FOR LAND INFORMATION PURPOSES ONLY AND DOES NOT PROVIDE A LEGAL IDENTIFIER FOR THE COMMON PROPERTY									

SHEET 2 OF 2

BEARING DATUM: ① - ② 85°13'40"
DERIVATION: ADOPTED F59648

TOTAL AREA: 708m²



13 Avenue Road, Frewville
PO Box 1000, Torrens Park SA 5062
T. 08 8379 7979 E. planning@zainastacey.com

Reference: 14240

40034

LOT ENTITLEMENT SHEET

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENTS	SUBDIVIDED
1	230	
2	180	
3	180	
4	180	
5	230	
AGGREGATE	1000	

COMMUNITY PLAN NUMBER

C40034

SHEET 1 OF 1

ACCEPTED

Mark McNeil 9/7/2015
PRO REGISTRAR-GENERAL

DEV. No. 145: C234: 14

CERTIFICATE OF LAND VALUER

I, Lani Davidson.....
being a land valuer within the meaning of the
Land Valuers Act 1994 certify that this
schedule is correct for the purposes of the
Community Titles Act 1996.

Dated the 3 day of June 20 15

Lani Davidson.....
Signature of Land Valuer

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
86 36315 05 5	CT6159886	5/9/2024	7102	2602882

MCDONALD CONVEYANCING PTY LTD
PO BOX 149
CHRISTIES BEACH SA 5165
don@mcdonaldconveyancing.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: R SCOTT
Location: U5 42 SUNNINGDALE DR CHRISTIE DOWNS LT5 C40034
Description: HG **Capital Value:** \$ 440 000
Rating: Residential

Periodic charges

Raised in current years to 30/9/2024

			\$
	Arrears as at: 30/6/2024	:	0.00
Water main available:	1/7/2016	Water rates	: 78.60
Sewer main available:	1/7/2016	Sewer rates	: 86.95
		Water use	: 33.10
		SA Govt concession	: 0.00
		Recycled Water Use	: 0.00
		Service Rent	: 0.00
		Recycled Service Rent	: 0.00
		Other charges	: 0.00
		Goods and Services Tax	: 0.00
		Amount paid	: 0.00
		Balance outstanding	: 198.65

Degree of concession: 00.00%
Recovery action taken: ACCOUNT SENT

Next quarterly charges: Water supply: 78.60 Sewer: 86.95 Bill: 4/12/2024

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

The last Water Use Year ended on 30/05/2024.

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.

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



Government of
South Australia

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

1300 SA WATER
(1300 729 283)
ABN 69 336 525 019
sawater.com.au

South Australian Water Corporation

Name:
R SCOTT

Water & Sewer Account
Acct. No.: **86 36315 05 5**

Amount: _____

Address:
U5 42 SUNNINGDALE DR CHRISTIE
DOWNS LT5 C40034

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	8636315055



Bill code: 8888
Ref: 8636315055

Telephone and Internet Banking — BPAY®

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



Paying online

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



Paying by phone

Call 1300 650 870 and pay by phone using your Visa/Mastercard 24/7.
SA Water account number: 8636315055



Government of
South Australia

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

1300 SA WATER
(1300 729 283)
ABN 69 336 525 019
sawater.com.au



ABN 19 040 349 865
Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

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

PIR Reference No: 2602882

DATE OF ISSUE

05/09/2024

DON MARKWICK CONVEYANCING PTY LTD
T/A MC DONALD CONVEYANCING
POST OFFICE BOX 149
CHRISTIES BEACH SA 5165

ENQUIRIES:

Tel: (08) 8226 3750

Email: revsaesl@sa.gov.au

OWNERSHIP NUMBER		OWNERSHIP NAME		
17896325		R SCOTT		
PROPERTY DESCRIPTION				
5 / 42 SUNNINGDALE DR / CHRISTIE DOWNS SA 5164				
ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
8636315055	CT 6159/886	\$440,000.00	R4 1.000	RE 0.400

LEVY DETAILS:	FIXED CHARGE	\$	50.00
	+ VARIABLE CHARGE	\$	165.75
FINANCIAL YEAR	- REMISSION	\$	102.05
2024-2025	- CONCESSION	\$	0.00
	+ ARREARS / - PAYMENTS	\$	137.13
	= <u>AMOUNT PAYABLE</u>	\$	250.83

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 04/12/2024



Government of
South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

PAYMENT REMITTANCE ADVICE

OWNERSHIP NUMBER

17896325

OWNERSHIP NAME

R SCOTT

ASSESSMENT NUMBER

8636315055

AMOUNT PAYABLE

\$250.83

AGENT NUMBER

100019254

AGENT NAME

DON MARKWICK CONVEYANCING PTY LTD

EXPIRY DATE

04/12/2024

+80013349760022> +001571+ <0550833528> <0000025083> +444+

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

Visit: www.revenuesa.sa.gov.au
Email: revsupport@sa.gov.au
Phone: (08) 8226 3750

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

Online at:

OR

By Post to:

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001

**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: 2602882

DATE OF ISSUE

05/09/2024

DON MARKWICK CONVEYANCING PTY LTD
T/A MC DONALD CONVEYANCING
POST OFFICE BOX 149
CHRISTIES BEACH SA 5165

ENQUIRIES:

Tel: (08) 8226 3750

Email: landtax@sa.gov.au

OWNERSHIP NAME

R SCOTT

FINANCIAL YEAR

2024-2025

PROPERTY DESCRIPTION

5 / 42 SUNNINGDALE DR / CHRISTIE DOWNS SA 5164

ASSESSMENT NUMBER

8636315055

TITLE REF.

(A "+" indicates multiple titles)

CT 6159/886

TAXABLE SITE VALUE

\$132,000.00

AREA

0.0165 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**04/12/2024****Government of
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

**RevenueSA**

DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE**PAYMENT REMITTANCE ADVICE****No payment is required on this Certificate**

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

Visit: www.revenuesa.sa.gov.au
Email: revsupport@sa.gov.au
Phone: (08) 8226 3750

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

Online at:

OR

By Post to:

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001

Certificate of Title

Title Reference: CT 6159/886
Status: CURRENT
Edition: 2

Dealings

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

Priority Notices

NIL

Notations on Plan

Lodgement Date	Completion Date	Dealing Number	Description	Status	Plan
30/06/2015	22/07/2015	12356674	BY-LAWS	FILED	C40034

Registrar-General's Notes

No Registrar-General's Notes exist for this title

Certificate of Title

Title Reference: CT 6159/886
Status: CURRENT
Parent Title(s): CT 5334/795
Dealing(s) Creating Title: ACT 12356673
Title Issued: 22/07/2015
Edition: 2

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
14/10/2021	19/10/2021	13633926	MORTGAGE	REGISTERED	WESTPAC BANKING CORPORATION (ACN: 007 457 141)
14/10/2021	19/10/2021	13633925	TRANSFER	REGISTERED	RYAN SCOTT
14/10/2021	19/10/2021	13633924	DISCHARGE OF MORTGAGE	REGISTERED	12251070
18/12/2014	17/01/2015	12251070	MORTGAGE	REGISTERED	NATIONAL AUSTRALIA BANK LTD.