

REAL PROPERTY ACT, 1886



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



Certificate of Title - Volume 6091 Folio 617

Parent Title(s) CT 6060/461
Creating Dealing(s) ACT 11715767
Title Issued 02/03/2012 Edition 4 Edition Issued 19/05/2022

Estate Type

FEE SIMPLE

Registered Proprietor

MARTYN LAWRENCE ENGLAND
OF 10 BASTIAN COURT WILLUNGA SA 5172

Description of Land

LOT 709 PRIMARY COMMUNITY PLAN 27168
IN THE AREA NAMED BLAKEVIEW
HUNDRED OF MUNNO PARA

Easements

SUBJECT TO SERVICE EASEMENT(S) OVER THE LAND MARKED A(T/F) ON CP 27168 FOR ELECTRICITY SUPPLY PURPOSES TO DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 8890000) (223LG RPA)

Schedule of Dealings

Dealing Number	Description
11743703	ENCUMBRANCE TO LEND LEASE COMMUNITIES (BLAKEVIEW) PTY. LTD.

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
13/02/2012	11715768	SCHEME DESCRIPTION	FILED
13/02/2012	11715769	BY-LAWS	FILED

Registrar-General's Notes

APPROVED G27/2010

Administrative Interests NIL

Certificate of Title

Title Reference CT 6091/617
Status CURRENT
Easement YES
Owner Number 12930061
Address for Notices 10 BASTIAN CT WILLUNGA 5172
Area 141m² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

MARTYN LAWRENCE ENGLAND
OF 10 BASTIAN COURT WILLUNGA SA 5172

Description of Land

LOT 709 PRIMARY COMMUNITY PLAN 27168
IN THE AREA NAMED BLAKEVIEW
HUNDRED OF MUNNO PARA

Last Sale Details

Dealing Reference TRANSFER (T) 11743702
Dealing Date 10/04/2012
Sale Price \$97,900
Sale Type TRANSFER FOR FULL MONETARY CONSIDERATION

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
ENCUMBRANCE	11743703	LEND LEASE COMMUNITIES (BLAKEVIEW) PTY. LTD. (ACN: 131 672 403)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
2914265733	CURRENT	17 MANSFIELD PARADE, BLAKEVIEW, SA 5114

Notations

Dealings Affecting Title

NIL

Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
13/02/2012 11:42	11715768	SCHEME DESCRIPTION	FILED
13/02/2012 11:42	11715769	BY-LAWS	FILED

Registrar-General's Notes

APPROVED G27/2010

Administrative Interests

NIL

Valuation Record

Valuation Number	2914265733
Type	Site & Capital Value
Date of Valuation	01/01/2024
Status	CURRENT
Operative From	01/07/2012
Property Location	17 MANSFIELD PARADE, BLAKEVIEW, SA 5114
Local Government	PLAYFORD
Owner Names	MARTYN LAWRENCE ENGLAND
Owner Number	12930061
Address for Notices	10 BASTIAN CT WILLUNGA 5172
Zone / Subzone	MPN - Master Planned Neighbourhood \ EAC - Emerging Activity Centre
Water Available	Yes
Sewer Available	Yes
Land Use	1330 - Townhouse - Defined As Home Unit With Both Ground And First Floor Areas
Description	5HG
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
C27168 LOT 709	CT 6091/617

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$100,000	\$350,000			

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Previous	\$93,000	\$320,000			

Building Details

Valuation Number	2914265733
Building Style	Conventional
Year Built	2012
Building Condition	Very Good
Wall Construction	Rendered
Roof Construction	Galvanised Iron
Equivalent Main Area	144 sqm
Number of Main Rooms	5

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



29 November 2024

SEARCH NO: 74196

Robyn White Lawyers & Conveyancers
PO Box 6254
LINDEN PARK SA 5065

ALLOTMENT / LOT 709 SEC 3173 CP 27168 HD OF MUNNO PARA,
PROPERTY ADDRESS: 17 MANSFIELD PARADE, BLAKEVIEW SA 5114
TITLE: CT-6091/617
VALUATION NO: 2914265733
ASSESSMENT NO: 100114891
OWNER: MR M L ENGLAND

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

PARTICULARS OF COUNCIL RATES & OTHER LAWFUL CHARGES
Rates Declared 25 June 2024

Current rates	\$1,743.75	Quarter 1 due 02/09/24
Rebate/Remissions	\$0.00	
Current fines	\$0.00	
Arrears	\$0.00	Monthly fines to be applied on arrears
Legal Fees	\$0.00	
Property related debts	\$0.00	
Regional Landscape Levy	\$21.65	
Payments/Adjustment	\$-442.40	
Overpayments	\$0.00	
TOTAL OUTSTANDING	\$1,323.00	Please check the balance before settlement

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

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

City of Playford

Call — 08 8256 0333
playford@playford.sa.gov.au
playford.sa.gov.au

Post

12 Bishopstone Road
Davoren Park SA 5113

Visit

Playford Civic Centre
10 Playford Boulevard
Elizabeth SA 5112

Stretton Centre
307 Peachey Road
Munno Para SA 5115

Payment of rates balance at settlement can be made by:

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

Reference must include Rates Assessment number and Remittance details emailed to

Revenue@playford.sa.gov.au

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

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

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

Legal action taken	NO
Notice issued under the Local Government Act 1999	YES RATES
Easement, Right of Way, Restricted covenant, Lien or caveat in which council has an interest	REFER TO TITLE

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

For Chief Executive Officer

Rates Administration Officer
Rates Officer

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

	Is the land situated in a designated State Heritage Area	Development Act now repealed – refer to 29.1
	Is the land designated as a place of local heritage value	Development Act now repealed – refer to 29.1
	Is there a current Development Plan Amendment released for public consultation by the Minister on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation	NO
	Subject to a Development Consent / Conditions (under the Development Act 1993) which continue to apply	YES SEE ATTACHED
	Is there a current Development Plan Amendment released for public consultation by the council on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?	Development Act now repealed
	Is there a current Development Plan Amendment released for public consultation by the Minister on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?	Development Act now repealed
5.2	Requirement or Agreement to vest land in Council or Crown to be held as open space	NO
5.3		
5.4	Development Act Notices / Orders / Requirements	NO
5.5		
5.6		
5.7		
5.8		
5.9		
5.10		
5.11		
5.12		
5.6	Land Management Agreement (Section 57)	SEE CERTIFICATE OF TITLE
Repealed Act Conditions		
6.1	Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of</i>	NO

	<i>Adelaide Development Control Act 1976 (repealed), the Planning Act 1982 (repealed) or the Planning and Development Act 1966 (repealed)</i>	
	Notices	
	Development Act / Public & Environmental Health Act Notices	NO
Fire and Emergency Services Act 2005		
10.1	Fire & Emergency Services Act 2005 Notice (Section 105F)	NO
Public Health Act 2011		
32.3	Condition (that continues to apply) of an approval under the South Australian Public Health (Wastewater) Regulations 2013 or Public and Environmental Health (Waste Control) Regulations 2010 (revoked)	SEE BELOW IF APPLICABLE
Further Information Held by Council		
36.1	Does the council hold details of any development approvals relating to— (a) commercial or industrial activity at the land; or (b) a change in the use of the land or part of the land (within the meaning of the Development Act 1993)?	NO
	Proclamations / Agreements	SEE CERTIFICATE OF TITLE

For Chief Executive Officer



Development Approvals

292/2231/2011 - Two storey dwelling with attached garage

Date of Decision: 6/2/2012 Authority : Council

Continuing Condition(s)

- Except where minor amendments may be required by other relevant Acts, or by conditions imposed by this application, the development shall be established in strict accordance with the details and plans submitted in this development application.

Planning & Design Code Amendments

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

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

[Code Amendments | PlanSA](#)

Development Plan Amendments (DPA)

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

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

- NIL

Important Information

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

Particulars Relating to Environment Protection - Further information held by councils

Note—

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

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

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

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

[Gawler River Floodplain Management Authority | Town of Gawler Council](#)

Swimming Pool Legislation

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

The onus is on the owner of the land to ensure the swimming pool safety features are upgraded prior to settlement being effected upon sale of the land.

Data Extract for Section 7 search purposes

VALUATION ID 2914265733

Data Extract Date: 29/11/2024

Parcel ID: C27168 F709

Certificate Title: CT6091/617

Property Address: 17 MANSFIELD PDE BLAKEVIEW SA 5114

Zones

Master Planned Neighbourhood (MPN)

Subzones

Emerging Activity Centre (EAC)

Zoning overlays

Overlays

Affordable Housing

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

Defence Aviation Area (All structures over 45 metres)

The Defence Aviation Area Overlay seeks to ensure building height does not pose a hazard to the operational and safety requirements of Defence Aviation Areas.

Hazards (Flooding - General)

The Hazards (Flooding - General) Overlay seeks to minimise impacts of general flood risk through appropriate siting and design of development.

Prescribed Wells Area

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

Regulated and Significant Tree

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

Is the land situated in a State Heritage Place/Area

No

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

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

Is the land designated as a Local Heritage Place

No

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

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

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

NO

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

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

Associated Development Authorisation Information

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

No

Land Management Agreement (LMA)

No

Property Interest Report

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

Title Reference	CT 6091/617	Reference No. 2629097
Registered Proprietors	M L*ENGLAND	Prepared 28/11/2024 16:45
Address of Property	17 MANSFIELD PARADE, BLAKEVIEW, SA 5114	
Local Govt. Authority	CITY OF PLAYFORD	
Local Govt. Address	12 BISHOPSTONE ROAD DAVOREN PARK SA 5113	

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

Table of Particulars

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

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

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

- | | | |
|------|--|---|
| 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
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25. *Native Vegetation Act 1991*

25.1	Part 4 Division 1 - Heritage agreement	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.2	section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.3	section 25D - Management agreement	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.4	Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation	DEW Native Vegetation has no record of any refusal or condition affecting this title

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

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

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

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

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

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

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

- 29.1 Part 5 - Planning and Design Code
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]
- Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated.
- also
- Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title
- also
- For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority
- also
- Contact the Local Government Authority for other details that might apply to a place of local heritage value
- also
- For details of declared significant trees affecting this title, contact the Local Government Authority
- also
- 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.
- Code Amendment**
- John Rice Avenue Elizabeth South Residential** - The Chief Executive, Department for Housing and Urban Development is proposing to rezone vacant land to facilitate medium density residential development. The Affected Area is currently zoned Employment and General Neighbourhood and includes open space areas to the east of the primary site that is owned by the City of Playford. 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 for further information or phone PlanSA 1800 752 664.
- 29.2 section 127 - Condition (that continues to apply) of a development authorisation
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]
- State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
- also
- Contact the Local Government Authority for other details that might apply

29.3	section 139 - Notice of proposed work and notice may require access	Contact the vendor for these details
29.4	section 140 - Notice requesting access	Contact the vendor for these details
29.5	section 141 - Order to remove or perform work	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.6	section 142 - Notice to complete development	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.7	section 155 - Emergency order	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.8	section 157 - Fire safety notice	Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.9	section 192 or 193 - Land management agreement	Refer to the Certificate of Title
29.10	section 198(1) - Requirement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.11	section 198(2) - Agreement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.12	Part 16 Division 1 - Proceedings	Contact the Local Government Authority for details relevant to this item also Contact the vendor for other details that might apply
29.13	section 213 - Enforcement notice	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.14	section 214(6), 214(10) or 222 - Enforcement order	Contact the Local Government Authority for details relevant to this item also State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

30. *Plant Health Act 2009*

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

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

- | | | |
|------|---|---|
| 31.1 | Part 3 - Notice | Public Health in DHW has no record of any notice or direction affecting this title
also
Contact the Local Government Authority for other details that might apply |
| 31.2 | <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. **South Australian Public Health Act 2011**

- | | | |
|------|---|---|
| 32.1 | section 66 - Direction or requirement to avert spread of disease | Public Health in DHW has no record of any direction or requirement affecting this title |
| 32.2 | section 92 - Notice | Public Health in DHW has no record of any notice affecting this title
also
Contact the Local Government Authority for other details that might apply |
| 32.3 | <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. **Upper South East Dryland Salinity and Flood Management Act 2002 (expired)**

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

34. **Water Industry Act 2012**

- | | | |
|------|---|--|
| 34.1 | Notice or order under the Act requiring payment of charges or other amounts or making other requirement | An SA Water Certificate will be forwarded.
If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950

also

The Office of the Technical Regulator in DEM has no record of any notice or order affecting this title

also

Lightsview Re-Water Supply Co Pty Ltd has no record of any notice or order affecting this title.

also

Robusto Investments Pty. Ltd. trading as Compass Springs has no current record of any notice or order affecting this title.

also

Alano Utilities Pty. Ltd. has no record of any notice or order affecting this title. |
|------|---|--|

35. **Water Resources Act 1997 (repealed)**

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

36. Other charges

- 36.1

Charge of any kind affecting the land (not included in another item)
- Refer to the Certificate of Title

also

Contact the vendor for these details

also

Contact the Local Government Authority for other details that might apply

Other Particulars

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

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

Certificate of Title

Title Reference: CT 6091/617
Status: CURRENT
Parent Title(s): CT 6060/461
Dealing(s) Creating Title: ACT 11715767
Title Issued: 02/03/2012
Edition: 4

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
16/05/2022	19/05/2022	13787716	DISCHARGE OF MORTGAGE	REGISTERED	11743704
11/04/2012	01/05/2012	11743704	MORTGAGE	REGISTERED	AUSTRALIA & NEW ZEALAND BANKING GROUP LTD.
11/04/2012	01/05/2012	11743703	ENCUMBRANCE	REGISTERED	LEND LEASE COMMUNITIES (BLAKEVIEW) PTY. LTD. (ACN: 131 672 403)
11/04/2012	01/05/2012	11743702	TRANSFER	REGISTERED	MARTYN LAWRENCE ENGLAND
11/04/2012	01/05/2012	11743701	DISCHARGE OF ENCUMBRANCE	REGISTERED	11733974
22/03/2012	02/04/2012	11733974	ENCUMBRANCE	REGISTERED	LEND LEASE COMMUNITIES (BLAKEVIEW) PTY. LTD. (ACN: 131 672 403)
22/03/2012	02/04/2012	11733965	TRANSFER	REGISTERED	264 MANSFIELD ROAD PTY. LTD. (ACN: 152 419 479)

Certificate of Title

Title Reference: CT 6091/617
Status: CURRENT
Edition: 4

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
13/02/2012	28/02/2012	11715768	SCHEME DESCRIPTION	FILED	C27168
13/02/2012	28/02/2012	11715769	BY-LAWS	FILED	C27168

Registrar-General's Notes

APPROVED G27/2010

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

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

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

South Australian Water Corporation

Name:
MR ML ENGLAND

Water & Sewer Account
Acct. No.: 29 14265 73 3

Amount: _____

Address:
17 MANSFIELD PDE BLAKEVIEW LT 709
C27168

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	2914265733



Bill code: 8888
Ref: 2914265733

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: 2914265733



**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

**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: 2629097

DATE OF ISSUE

29/11/2024

TAYLOR WRIGHT LAWYERS PTY LTD
UNIT 3
59 DEVEREUX ROAD
LINDEN PARK SA 5065

ENQUIRIES:

Tel: (08) 8226 3750

Email: landtax@sa.gov.au

OWNERSHIP NAME

M L ENGLAND

FINANCIAL YEAR

2024-2025

PROPERTY DESCRIPTION

17 MANSFIELD PDE / BLAKEVIEW SA 5114 / LT 709 C27168

ASSESSMENT NUMBER

2914265733

TITLE REF.

(A "+" indicates multiple titles)

CT 6091/617

TAXABLE SITE VALUE

\$100,000.00

AREA

0.0141 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**27/02/2025****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



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: 2629097

TAYLOR WRIGHT LAWYERS PTY LTD
UNIT 3
59 DEVEREUX ROAD
LINDEN PARK SA 5065

DATE OF ISSUE

29/11/2024

ENQUIRIES:

Tel: (08) 8226 3750

Email: revsaesl@sa.gov.au

OWNERSHIP NUMBER

12930061

OWNERSHIP NAME

M L ENGLAND

PROPERTY DESCRIPTION

17 MANSFIELD PDE / BLAKEVIEW SA 5114 / LT 709 C27168

ASSESSMENT NUMBER

2914265733

TITLE REF.

(A "+" indicates multiple titles)

CT 6091/617

CAPITAL VALUE

\$350,000.00

AREA / FACTOR

R4
1.000

LAND USE / FACTOR

RE
0.400

LEVY DETAILS:

FINANCIAL YEAR

2024-2025

FIXED CHARGE

+ VARIABLE CHARGE

- REMISSION

- CONCESSION

+ ARREARS / - PAYMENTS

= AMOUNT PAYABLE

\$ 50.00
\$ 131.85
\$ 81.20
\$ 0.00
\$ -100.65
\$ 0.00

Please Note:

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

EXPIRY DATE

27/02/2025



Government of
South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

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:

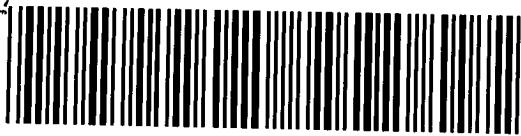
OR

By Post to:

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001

E 11743703



13:10 11-Apr-2012

Single Copy Only 3 of 4 Fees: \$0.00

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

**MEMORANDUM OF
ENCUMBRANCE**

FORM APPROVED BY THE REGISTRAR-GENERAL

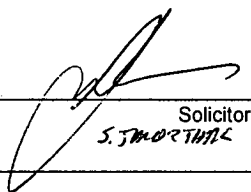
**BELOW THIS LINE FOR OFFICE &
STAMP DUTY PURPOSES ONLY**

Prefix
E
Series No.
3

SINGLE COPY ONLY

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1886


Solicitor
S. J. MORTIMER

AGENT CODE

Lodged by: *Phms 102*

Correction to: **LYNCH MEYER** **MSLM**

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

1.
2.
3.
4.

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS



1.
2.
3.
4.

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

ITEM(S)	AGENT CODE

Revenue SA -- Stamp Duty
ABN 19 040 349 865

Doc Code	MEX
RevNetID	126494924
Consid/Val/Sec\$	0.00
SA Proportion \$	0.00
Stamp Duty \$	0.00
LTO Fees \$	140.00
Interest \$	0.00
Pen/Add Tax \$	0.00
Date	11/04/2012
Original with 0 Copies	
----- End of Receipt -----	

CORRECTION	PASSED 
REGISTERED <i>Mattego</i> - 1 MAY 2012 PRO  REGISTRAR-GENERAL	

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

* Delete the inapplicable

DATED THE 22ND DAY OF MARCH 2012

EXECUTION

SIGNED by the said
MARTYN LAWRENCE ENGLAND
in the presence of:

) M. England
) M England

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

HAYLEY RAYMOND

Print Full name of Witness (BLOCK LETTERS)

1A WALTER STREET

THE BARTON SA S031

Address of Witness

Business Hours Telephone No 0417 893 325

MEMORANDUM OF ENCUMBRANCE**R**Guidance Notes
available**CERTIFICATE(S) OF TITLE BEING ENCUMBERED**

The whole of the land in CT Volume 6091 Folio 617

ESTATE AND INTEREST

Estate in fee simple

ENCUMBRANCES

Nil

ENCUMBRANCER (Full name and address)

Martyn Lawrence England of 10 Bastian Court, Willunga SA 5172

ENCUMBRANCEE (Full name, address and mode of holding)LEND LEASE COMMUNITIES (BLAKEVIEW) PTY LTD ACN 131 672 403
of PO Box 100 Smithfield SA 5114**OPERATIVE CLAUSE**

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

(a) Insert the amount of the annuity or rent charge (a) 10 CENTS

(b) State the term of the annuity or rent charge. (b) TO BE PAID TO THE ENCUMBRANCEE
If for life use the words "during his or her lifetime"Annually as a yearly rent charge for a term of 3999 years from
the date of this encumbrance(c) State the times appointed for payment of the annuity or rent charge. Any special covenants may
be inserted on page 2. (c) AT THE TIMES AND IN THE MANNER FOLLOWINGOn 30 June immediately following the grant of this Encumbrance and each
succeeding 30 June during the term of this Encumbrance, together with
the observance of the rest of the covenants contained in this
encumbrance.

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:

Refer to pages 3 to 9

COVENANTS

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:

1. Definitions and interpretation

1.1. Definitions

In this Encumbrance:

Development Manual means:

- (a) in the case of the original Encumbrancer, the documents defined as the Development Manual in the contract for the sale of the Land to the Encumbrancer; or
- (b) in the case of a successor in title who has entered into an Encumbrance pursuant to clause 3, the Development Manual provided to the Encumbrancer prior to the execution of the Encumbrance,

which may be amended from time to time and published by the Encumbrancee in respect to the building scheme that has been or will be adopted and implemented within the Development Zone and any other matters in respect to the Blakeview Parcel 2 Site (such as restrictions on the type of plants that can be brought onto the Land);

Development Zone means the area marked "A" in GRO Plan 27 of 2010;

Dispose means assign, transfer, otherwise dispose of or grant or permit or suffer the grant of any legal or equitable interest (either in whole or in part) whether by sale, lease, declaration or creation of a trust or otherwise;

Encumbrancee means the party described as such on page 1 of this Encumbrance and includes its successors, permitted assigns and any other person claiming under it as a purchaser of the whole or any part of the Blakeview Parcel 2 Site;

Encumbrancer means the party described as such on page 1 of this Encumbrance and includes its successors in title, permitted assigns and the registered proprietor for the time being of the Land;

Land means the land described on page 1 of this Encumbrance;

Blakeview Parcel 2 Site means the whole of the land comprised in Certificates of Title Volume 6024 Folios 453, 454, 455 and 456, and any additional land (including closed roads) which may be incorporated into the development site by the Encumbrancee; and

Rent Charge means the rent charge described on page 1 of this Encumbrance.

1.2. Interpretation

In this Encumbrance, unless it is stated to the contrary:

- (a) the singular includes the plural and conversely;
- (b) a gender includes all genders;
- (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them;
- (e) a reference to a clause is a reference to a clause of this Encumbrance;
- (f) a reference to an agreement or document (including this Encumbrance) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this Encumbrance or that other agreement or document;
- (g) a reference to **writing** includes any method of representing or reproducing words, figures, drawings, or symbols in a visible form but excludes any communication using electronic mail;
- (h) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;
- (i) a reference to conduct includes, an omission, statement or undertaking, whether or not in writing;
- (j) a reference to an **agreement** includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing;
- (k) a reference to a document includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind;

- (l) a reference to **dollars** and **\$** is to Australian currency;
- (m) a reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally;
- (n) the meaning of general words is not limited by specific examples introduced by **including**, or **for example**, or similar expressions;
- (o) references to **agree**, **approve** or **consent** are references to agreement, approval or consent (as the case may be) in writing; and
- (p) nothing in this Encumbrance is to be interpreted against a party solely on the grounds that the party put forward this Encumbrance or any part of it.

1.3. Headings

Headings do not affect the interpretation of this Encumbrance.

1.4. Schedules and annexures

Schedules and annexures form part of this Encumbrance.

2. RENT CHARGE

2.1. Payment of Rent Charge

Subject to clause 2.2, the Encumbrancer must pay the Rent Charge to the Encumbrancee:

- (a) during the term of this Encumbrance; and
- (b) on 30 June immediately succeeding the grant of this Encumbrance and on each succeeding 30 June.

2.2. Rent Charge not payable unless demanded

- (a) The Encumbrancer must only pay the Rent Charge to the Encumbrancee if payment is demanded by it.
- (b) The Encumbrancee may not demand payment of the Rent Charge so long as the Encumbrancer duly observes all the covenants in this Encumbrance.

2.3. Encumbrancee's right to injunctive relief and damages

The provisions of this clause 2 do not in any way affect or prejudice the rights of the Encumbrancee to:

- (a) an injunction preventing or restraining any breach of the covenants in this Encumbrance; or
- (b) damages for any such breach.

3. SUCCESSORS BOUND BY ENCUMBRANCE

Subject to clause 3.6 below, without detracting in any way from this Encumbrance being binding on the successors of the Encumbrancer, the Encumbrancer must not Dispose of the Land to any person unless the Encumbrancer has first procured the grant by that person of an encumbrance:

3.1. Form

in the same form as this Encumbrance;

3.2. Effect

to the same effect as this Encumbrance;

3.3. Binds

which binds that person; and

3.4. Benefit

is for the benefit of the Encumbrancee and for the benefit of every other allotment within the Development Zone; and

3.5. Registration

which is registered on the certificate of title of the land immediately after the discharge of this Encumbrance;

3.6. Expiry of this Encumbrance

however this Encumbrance will automatically expire and have no further effect once the last of the building allotments on the Blakeview Parcel 2 Site has been created and developed, and the owner of

that building allotment has constructed and undertaken works on the relevant building allotment in accordance with this Encumbrance.

4. PERMITTED USE

4.1. Development Manual

Subject to clause 4.2, the Encumbrancer must ensure that the Land is not used for any purpose other than a purpose specified in the Development Manual.

4.2. Exceptions

The provisions of clause 4.1 do not:

- (a) apply where the Encumbrancee has given approval to the Encumbrancer to use the Land for a purpose other than as specified in the Development Manual; or
- (b) require the Encumbrancer to change any use of any part of the Land which existed prior to an amendment to the Development Manual as a result of which that use is no longer permitted.

5. SUBDIVISION

The Encumbrancer must ensure that the Land is not subdivided except with the prior written approval of the Encumbrancee.

6. RESTRICTIONS ON WORKS

6.1. No works unless in accordance with Development Manual

The Encumbrancer must not carry out any works on the Land other than in accordance with the Development Manual.

6.2. No building without Encumbrancees' approval

- (a) The Encumbrancer must not do (or cause, suffer or permit to be done) any of the following on the land except in strict accordance with plans and specifications that have received the prior written approval of the Encumbrancee:-
 - (i) erect a building or structure;
 - (ii) carry out any siteworks;
 - (iii) erect a fence or wall;
 - (iv) erect any external sign, hoarding, tank, mast, pole, television antenna, satellite dish or radio aerial either freestanding or fixed to any other building or structure;
 - (v) erect or place any external floodlights or spotlights;
 - (vi) construct or create a parking area or otherwise set aside any area for the parking of vehicles; or
 - (vii) carry out any landscaping or planting.
- (b) The Encumbrancer must not submit any plans of building works to the Council for its approval until it has obtained the approval of the Encumbrancee.

6.3. Encumbrancer Building and Development Requirements

The Encumbrancee will not act unreasonably in refusing any approval or imposing any condition of approval under clauses 6.1 and 6.2. However, a refusal or a condition cannot be deemed unreasonable if:-

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

6.4. Special building features

- (a) The Encumbrancer must not erect (or cause, suffer or permit the erect of) a building on the land unless the building includes all of the special building features set out and described in the Development Manual or other specifications as advised by the Encumbrancee;

("special building features" means features relating to recycling, energy conservation or environmental management or facilitating the use of computer equipment and innovative technology).

- (b) The Encumbrancer must not submit building plans and specifications to the Encumbrancee for approval, unless the plans and specifications are accompanied by sufficient information to satisfy the Encumbrancee that the requirements of clause 6.4(a) will be met.
- (c) The Encumbrancer must not occupy a building on the land (or cause, suffer or permit the building to be occupied) until the Encumbrancee has been provided with a certificate from the Encumbrancer, or from a licensed builder or independent certifier engaged by the Encumbrancer, stating that the building has been completed in accordance with the requirements of this clause 6.

6.5. **No Delay**

The Encumbrancer:

- (a) must not permit any undue delay to occur in the commencement or completion of any works approved under clause 6.2; and
- (b) must not permit the commencement of construction of approved works on the Land to be delayed beyond a time limit of 18 months after settlement of the sale of the Land to the original Encumbrancer (or such further time as the Encumbrancee in its absolute discretion may agree in writing with the Encumbrancer).

6.6. **No Sale or Lease before Building Completed**

- (a) Subject to clause 6.6(b), the Encumbrancer must not lease or transfer the Land until the works approved under clause 6.2 have been completed on the Land.
- (b) If works approved under clause 6.2 have not been completed on the Land and the Encumbrancer desires to sell the Land, the Encumbrancer must notify the Encumbrancee in writing of its desire to sell the Land and the provisions of clause 7 will apply, and the two month time limit in clause 7.1 will run from the date of the Encumbrancer's notice. If the Encumbrancer does not exercise its right under clause 7 to purchase the Land, then the Encumbrancee may transfer the Land to another party.
- (c) If works approved under clause 6.2 have not been completed on the Land and the Encumbrancer causes or permits the Land to be advertised for sale without first complying with clause 6.6(b), then the provisions of clause 7 will apply and the two month time limit in clause 7.1 will run from the date on which the Encumbrancee becomes aware of the advertisement (with a certificate from a senior officer of the Encumbrancee being deemed to be conclusive evidence of that date). If the Encumbrancer does not exercise its right under clause 7 to purchase the Land, then the Encumbrancee may transfer the Land to another party.

6.7. **Maintenance of Landscaping, Paving and Parking Areas**

The Encumbrancer must not allow the maintenance of the landscaping, paving and car parking areas on the Land to fall below a standard that is acceptable to the Encumbrancee (as determined by the Encumbrancee acting in good faith).

7. **CONSEQUENCES OF BREACH**

7.1. **Transfer of Land to Encumbrancee in certain circumstances**

The Encumbrancer must at the request of the Encumbrancee transfer to the Encumbrancee or its nominee an estate in fee simple in the Land subject only to this encumbrance if any of the following events occurs and the Encumbrancee's request is made within 2 months of the occurrence of the relevant event:

- (a) the Encumbrancer uses the Land for a purpose other than the purposes permitted under clause 4; or
 - (b) the Encumbrancer carries out any works or actions in breach of clauses 5 or 6;
- without the prior approval of the Encumbrancee;

7.2. **Manner of Transfer**

The following provisions apply to any transfer of the Land pursuant to clause 10.1:

- (a) subject only to this encumbrance;
- (b) subject to clause 7.3, for a price equal to the consideration expressed in the Memorandum of Transfer of the Land from the Encumbrancee to the original Encumbrancer, less the costs payable by the Encumbrancee under clause 7.2(f);

- (c) settlement of the transfer of the Land will be effected within one calendar month from the date of acceptance in exchange for a proper registrable transfer of the Land (subject only to this encumbrance) and delivery of the duplicate Certificate of Title;
- (d) the purchase price must be paid on settlement of the transfer of the Land;
- (e) rates and taxes and all other outgoings in respect of the Land will be adjusted to the date of settlement;
- (f) all costs associated with the transfer will be borne by the Encumbrancee or its nominee;
- (g) otherwise be on the terms and conditions of the standard Law Society of South Australia Contract for the Sale and Purchase of Land.

7.3. Compensation for Works done

- (a) If at the time of the Encumbrancee's request pursuant to clause 7.1 the Encumbrancer has substantially commenced the construction of any building or structure upon the Land the price payable by the Encumbrancee under clause 7.2(b) is increased by an amount equal to the value of the works completed in respect of that building or structure at the date of that request.
- (b) The fair market value of the works completed in respect of any such building or structure will be determined by a quantity surveyor who:
 - (i) is registered to practice in the City of Adelaide; and
 - (ii) has no less than 5 years relevant experience immediately prior to the appointment, appointed at the request of the Encumbrancee by the then President of the South Australian Chapter of the Australian Institute of Quantity Surveyors.
- (c) The following provisions apply to the determination of the value of such works by the appointed quantity surveyor:
 - (i) the appointed quantity surveyor is an expert and not an arbitrator;
 - (ii) the appointed quantity surveyor must seek, accept and give due consideration to written submissions from or on behalf of the Encumbrancee or Encumbrancer;
 - (iii) the appointed quantity surveyor must determine the fair market value of the works as at the date on which the Encumbrancee requested the transfer of the Land pursuant to clause 7.1, less the cost to complete any additional or required works which are required by the Encumbrancee (including associated costs) in order for the works to comply with the Development Manual;
 - (iv) each party will bear its own costs and expenses in relation to the appointed quantity surveyor's determination;
 - (v) the parties must pay in equal shares the appointed quantity surveyor's fees and expenses and costs of determination;
 - (vi) the appointed quantity surveyor must provide the determination to the parties in writing, with reasons for the determination, within 30 days of appointment;
 - (vii) the appointed quantity surveyor is an expert and not an arbitrator;
 - (viii) the provisions of the *Commercial Arbitration Act 1986 (SA)* do not apply to the appointed quantity surveyor's determination; and
 - (ix) the determination of the appointed quantity surveyor is final and binding on the parties.

8. WAIVER AND RELEASE

8.1. Encumbrancee may waive any covenant relating to the Land

The Encumbrancee may from time to time in its absolute discretion lessen, waive or release any of the covenants and other stipulations contained or implied in this Encumbrance.

8.2. Encumbrancee may waive any covenant relating to other land

- (a) The Encumbrancee may from time to time in its absolute discretion lessen, waive or release any of the covenants and other stipulations expressed or implied in any Memorandum of Encumbrance or other instrument whatever relating to any other land in the Development

Zone or the Blakeview Parcel 2 Site and whether it was entered into or imposed before, at the same time as or after the date of this Encumbrance.

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

9. **RELEASE ON TRANSFER**

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

10. **MORTGAGEE'S RIGHTS AND OBLIGATIONS**

10.1. **Exercise of power of sale**

If the Encumbrancer is in default under the terms of any mortgage granted over the Land and registered under the Real Property Act nothing in this Encumbrance is to be construed as in any way affecting the rights of the mortgagee to exercise its power of sale contained in that mortgage if the mortgagee in the exercise of its power of sale gives the first option to purchase the Land to the Encumbrancee or its nominee for the price set out in clause 10.2.

10.2. **Price of Land**

Subject to the mortgagee's obligations both at law and in equity in exercising its power of sale, the price for which the Land is offered by the mortgagee to the Encumbrancee will not exceed the consideration payable by the Encumbrancee to the Encumbrancer in the event of the Encumbrancee repurchasing the Land pursuant to clause 7 of this Encumbrance.

10.3. **Mortgagee's rights otherwise preserved**

Apart from clauses 10.1 and 10.2, nothing in this Encumbrance shall be construed as in any way affecting the rights of a mortgagee of the land to exercise the power of sale contained in the mortgage.

11. **NOTICE**

11.1. **Form and execution**

Any notice, request or demand under this Encumbrance must be:

- (a) in writing; and
- (b) signed by the Encumbrancee or by a Director or Secretary for the time being of the Encumbrancee or by the Solicitors for the Encumbrancee.

11.2. **Service**

Any notice, request or demand may be served upon the Encumbrancer either:

- (a) personally;
- (b) by being left for the Encumbrancer on the Land;
- (c) by being affixed to some part or parts of the Land; or
- (d) by being sent by prepaid post under cover addressed to the Encumbrancer at the last known place of business or abode in South Australia of the Encumbrancer.

11.3. **When effective**

Any notice, request or demand takes effect and is in force from the next day after the day on which it is served, left or posted whether or not the notice, request or demand comes to the hands or knowledge of the Encumbrancer.

11.4. **Content**

- (a) It is not necessary in any demand or notice on the Encumbrancer to specify any amount but the demand or notice will be sufficient if it requires payment of the monies secured by this Encumbrance without specifying the amount.
- (b) Any notice as to default under this Encumbrance may be a general notice that default has been made without specifying the nature of the default.

11.5. Other ways

The provisions of this clause 11 are in addition to any other ways in which the Encumbrancee may be entitled to give the Encumbrancer any notice, request or demand in relation to this Encumbrance.

12. DEVELOPMENT MANUAL

12.1. Acknowledgement/Receipt

The Encumbrancer acknowledges that it received the Development Manual prior to the grant of this Encumbrance.

12.2. Notification of Amendments

The Encumbrancee may notify the Encumbrancer of any amendment to the Development Manual made at any time after the grant of this Encumbrance.

12.3. When Amendments Binding

Any amendment to the Development Manual made at any time after the grant of this Encumbrance only binds the Encumbrancer upon the Encumbrancee complying with the provisions of clause 12.2.

13. ACKNOWLEDGMENTS

13.1. Development Manual

The Encumbrancer acknowledges for itself and its successors in title that the covenants in this Encumbrance are entered into and undertaken for the purposes of putting into effect the Development Manual.

13.2. Benefit of Covenants of Encumbrance

The Encumbrancer acknowledges for itself and its successors in title that:

- (a) this encumbrance is imposed as part of a building scheme for the regulation of development of land within the Development Zone;
- (b) the covenants of this encumbrance are for the benefit of both the Encumbrancee and for the benefit of every other allotment within the Development Zone;
- (c) the Encumbrancee has warranted that it has required, and will continue to require, each purchaser of land in the Development Zone, as a condition of its sale, to execute an instrument in substantially similar form to this instrument and containing substantially similar covenants and other stipulations.

14. REMEDIES

The Encumbrancee is entitled to all the powers rights and remedies given to encumbrancees by the Real Property Act 1886.

