

## FORM 1 - Vendor's Statement

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

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### Preliminary

#### To the purchaser:

The purpose of a statement under section 7 of the *Land and Business (Sale and Conveyancing) Act 1994* is to put you on notice of certain particulars concerning the land to be acquired. If you intend to carry out building work on the land, change the use of the land or divide the land, you should make further inquiries to determine whether this will be permitted. For example, building work may not be permitted on land not connected to a sewerage system or common drainage scheme if the land is near a watercourse, dam, bore or the River Murray and Lakes.

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

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

#### Instructions to the vendor for completing this statement:

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

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

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

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

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

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

### PART A – PARTIES AND LAND

#### 1 Purchaser:

Address:

#### 2 Purchaser's registered agent:

Address:

#### 3 Vendor:

Kenneth Stuart and Michelle Lorraine Stuart

Address:

2 Hayford Crescent, Morphett Vale SA 5162

#### 4 Vendor's registered agent:

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

Address:

Shop 15, Woodcroft Market Plaza, 217 Pimpala Road Woodcroft SA 5162

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

#### 6 Description of the land:

[Identify the land including any certificate of title reference]

The land situated at 10 Hibiscus Court, Morphett Vale SA 5162 and being whole of the land in Certificate of Title Volume 5129 Folio 926 and being whole of Allotment 33 on Deposited Plan 24866 in the Area named Morphett Vale in the Hundred of Noarlunga

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

**To the purchaser:**

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

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

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

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

#### 2 – Time for service

The cooling-off notice must be served–

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

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

#### 3 – Form of cooling-off notice

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

#### 4 – Methods of service

The cooling-off notice must be–

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

2 Hayford Crescent, Morphett Vale SA 5162

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

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

scott@magain.com.au

08 8381 6222

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

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

Shop 15, Woodcroft Market Plaza, 217 Pimpala Road Woodcroft SA 5162

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

#### Note–

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

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

#### 5 – Effect of service

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

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

**Proceeding with the purchase**

If you wish to proceed with the purchase—

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

**PART C – STATEMENT WITH RESPECT TO REQUIRED PARTICULARS  
(section 7(1))**

**To the purchaser:**

\*I / ~~We~~,

Kenneth Stuart \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

of

2 Hayford Crescent, Morphett Vale SA 5162 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

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

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

**PART D – CERTIFICATE WITH RESPECT TO PRESCRIBED INQUIRIES BY REGISTERED AGENT  
(section 9)**



**To the purchaser:**

I,

Scott McPharlin \_\_\_\_\_

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

Exceptions:

NIL \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

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

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

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

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

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

**TABLE OF PARTICULARS**

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

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

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

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

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

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

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

Column 1	Column 2	Column 3
<b>1. General</b>		
<b>1.1 Mortgage of land</b>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>SEE ATTACHED CERTIFICATE OF TITLE</p> <p>Number of mortgage (if registered):</p> <p>13967559</p> <p>Name of mortgagee:</p> <p>COMMONWEALTH BANK OF AUSTRALIA</p>	<input checked="" type="checkbox"/> <b>YES</b> <b>YES</b>
<p><i>[Note -</i>  <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>		
<b>1.2 Easement</b>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Description of land subject to easement:</p> <p>Nature of easement:</p> <p>Are you aware of any encroachment on the easement?</p> <p>(If <b>YES</b>, give details):</p> <p>If there is an encroachment, has approval for the encroachment been given?</p> <p>(If <b>YES</b>, give details):</p>	<input type="checkbox"/> <b>YES/NO</b> <b>YES/NO</b>
<p>(whether over the land or annexed to the land)</p> <p><b>Note -</b> "Easement" includes rights of way and party wall rights.</p> <p><i>[Note -</i>  <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>		
<b>1.3 Restrictive covenant</b>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>REFER CERTIFICATE OF TITLE AND COPY OF ENCUMBRANCE E6733924</p> <p>Nature of restrictive covenant:</p> <p>REFER CERTIFICATE OF TITLE AND COPY OF ENCUMBRANCE E6733924</p> <p>Name of person in whose favour restrictive covenant operates:</p> <p>PARADISE PROJECTS PTY LTD</p> <p>Does the restrictive covenant affect the whole of the land being acquired?</p> <p><b>YES</b></p> <p>(If <b>NO</b>, give details):</p> <p>Does the restrictive covenant affect land other than that being acquired?</p> <p><b>NO</b></p>	<input checked="" type="checkbox"/> <b>NO</b> <b>YES</b>
<p><i>[Note -</i>  <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>		

Column 1	Column 2	Column 3
<b>1.4 Lease, agreement for lease, tenancy agreement or licence</b>	<b>Is this item applicable?</b>	<input checked="" type="checkbox"/>
	<b>Will this be discharged or satisfied prior to or at settlement?</b>	<b>NO</b>
	<b>Are there attachments?</b>	<b>YES</b>
(The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)	<b>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</b> REFER RESIDENTIAL TENANCY AGREEMENT, LEASE EXTENSION AND BOND LODGEMENT FORM	
	Names of parties: ALLAN REAL ESTATE PTY LTD AS THE MANAGING AGENT MICHELLE AND KENNETH STUART AS THE LANDLORDS ANDREA AND DOUGLAS REEVE AS THE TENANTS	
	Period of lease, agreement for lease etc: From: 18/12/2020 To: 08/12/2025	
	Amount of rent or licence fee: \$500 per (period) WEEK	
	Is the lease, agreement for lease etc in writing? YES	
	If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify- (a) the Act under which the lease or licence was granted:	
	(b) the outstanding amounts due (including any interest or penalty):	

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

<b>5.1 section 42 - Condition (that continues to apply) of a development authorisation</b>	<b>Is this item applicable?</b>	<input checked="" type="checkbox"/>
	<b>Will this be discharged or satisfied prior to or at settlement?</b>	<b>NO</b>
	<b>Are there attachments?</b>	<b>YES</b>
	<b>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</b> REFER COUNCIL SEARCHES	
	Condition(s) of authorisation: REFER COUNCIL SEARCHES APPLICATION NO.145/1071/1995, ADDITION TO DWELLING, APPROVED 20/06/1995 APPLICATION NO.145/312/2013, PERGOLA ATTACHED TO DWELLING, APPROVED 07/02/2013 APPLICATION NO.145/2473/2013, EXTENSION TO EXISTING PERGOLA, APPROVED 09/09/2013	

**6. Repealed Act conditions**

<b>6.1 Condition (that continues to apply) of an approval or authorisation granted under the Building Act 1971 (repealed), the City of Adelaide Development Control Act 1976 (repealed), the Planning Act 1982 (repealed) or the Planning and Development Act 1966 (repealed)</b>	<b>Is this item applicable?</b>	<input type="checkbox"/>
	<b>Will this be discharged or satisfied prior to or at settlement?</b>	<b>YES/NO</b>
	<b>Are there attachments?</b>	<b>YES/NO</b>
	<b>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</b>	
	Nature of condition(s):	

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

Column 1	Column 2	Column 3
<b>21. Local Government Act 1999</b>		
21.1 Notice, order, declaration, charge, claim or demand given or made under the Act	<p><b>Is this item applicable?</b></p> <p><b>Will this be discharged or satisfied prior to or at settlement?</b></p> <p><b>Are there attachments?</b></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>REFER LOCAL GOVERNMENT RATES SEARCH</p> <p>Date of notice, order etc:</p> <p>10/04/2025</p> <p>Name of council by which, or person by whom, notice, order etc is given or made:</p> <p>CITY OF ONKAPARINGA</p> <p>Land subject thereto:</p> <p>CT-5129/926</p> <p>Nature of requirements contained in notice, order etc:</p> <p>GENERAL RATES 2024/2025 FINANCIAL YEAR</p> <p>Time for carrying out requirements:</p> <p>2024/2025 FINANCIAL YEAR</p> <p>Amount payable (if any):</p> <p>\$455.00</p>	<input checked="" type="checkbox"/> <b>YES</b> <b>YES</b>
<b>29. Planning, Development and Infrastructure Act 2016</b>		
29.1 Part 5 - Planning and Design Code	<p><b>Is this item applicable?</b></p> <p><b>Will this be discharged or satisfied prior to or at settlement?</b></p> <p><b>Are there attachments?</b></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>REFER COUNCIL SEARCHES</p> <p>Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):</p> <p>ZONED GENERAL NEIGHBOURHOOD TO THE CITY OF ONKAPARINGA COUNCIL AREA</p> <p>Is there a State heritage place on the land or is the land situated in a State heritage area?</p> <p>NO</p> <p>Is the land designated as a local heritage place?</p> <p>NO</p> <p>Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land?</p> <p>NO</p> <p>Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?</p> <p>YES</p> <p><b>Note-</b></p> <p>For further information about the Planning and Design Code visit <a href="http://www.code.plan.sa.gov.au">www.code.plan.sa.gov.au</a></p>	<input checked="" type="checkbox"/> <b>NO</b> <b>YES</b>
<p>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</p>		
29.2 section 127 - Condition (that continues to apply) of a development authorisation	<p><b>Is this item applicable?</b></p> <p><b>Will this be discharged or satisfied prior to or at settlement?</b></p> <p><b>Are there attachments?</b></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Date of authorisation:</p> <p>Name of relevant authority that granted authorisation:</p> <p>Condition(s) of authorisation:</p>	<input type="checkbox"/> <b>YES/NO</b> <b>YES/NO</b>
<p>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</p>		

# ACKNOWLEDGEMENT OF RECEIPT OF FORM 1

The Purchaser acknowledges receipt of the following:

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

the above being identified by pages numbered **1** to **10** inclusive, together with the following annexures and supporting documents (if any):

FORM R3 Buyers Information Notice

CERTIFICATE(S) OF TITLE

R3 - BUYERS INFORMATION NOTICE

PROPERTY INTEREST REPORT

SA WATER CERTIFICATE

CERTIFICATE OF LAND TAX PAYABLE

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

LOCAL GOVERNMENT RATES SEARCH

LOCAL GOVERNMENT PROPERTY INFORMATION & PARTICULARS

RESIDENTIAL TENANCY AGREEMENT, LEASE EXTENSION AND BOND LODGEMENT FORM

**SIGNED BY THE PURCHASER:**

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

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

The Purchaser:

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



# Form R3

## Buyers information notice

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*Land and Business (Sale and Conveyancing) Act 1994 section 13A*  
*Land and Business (Sale and Conveyancing) Regulations 2010 regulation 17*

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

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

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

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

### Safety

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

## Enjoyment

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

## Value

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

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

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

REAL PROPERTY ACT, 1886



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



## Certificate of Title - Volume 5129 Folio 926

**Parent Title(s)** CT 4331/179  
**Creating Dealing(s)** CONVERTED TITLE  
**Title Issued** 05/07/1993 **Edition** 7 **Edition Issued** 03/02/2023

## Estate Type

FEE SIMPLE

## Registered Proprietor

KENNETH STUART  
MICHELLE LORRAINE STUART  
OF 10 HIBISCUS COURT MORPHETT VALE SA 5162  
AS JOINT TENANTS

## Description of Land

ALLOTMENT 33 DEPOSITED PLAN 24866  
IN THE AREA NAMED MORPHETT VALE  
HUNDRED OF NOARLUNGA

## Easements

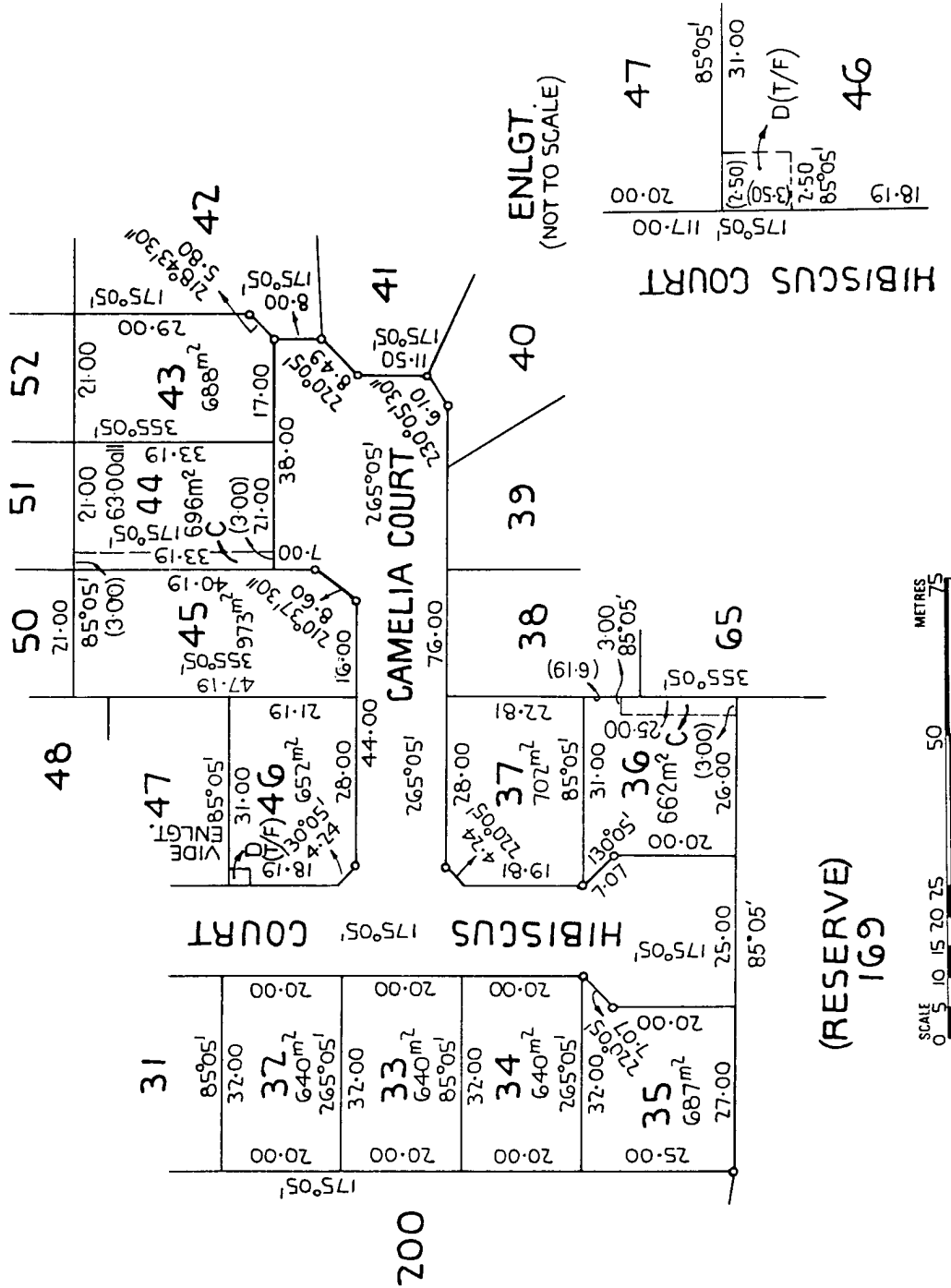
NIL

## Schedule of Dealings

Dealing Number	Description
6733924	ENCUMBRANCE TO PARADISE PROJECTS PTY. LTD. (SINGLE COPY ONLY)
13967559	MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

## Notations

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





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: 2664220

FENTONS FORMS PTY LTD  
POST OFFICE BOX 298  
CHRISTIES BEACH SA 5165

## DATE OF ISSUE

10/04/2025

## ENQUIRIES:

Tel: (08) 8226 3750

Email: revsaesl@sa.gov.au

### OWNERSHIP NUMBER

13520427

### OWNERSHIP NAME

K & M L STUART

### PROPERTY DESCRIPTION

10 HIBISCUS CT / MORPHETT VALE SA 5162 / LT 33

### ASSESSMENT NUMBER

8684083404

### TITLE REF.

(A "+" indicates multiple titles)

CT 5129/926

### CAPITAL VALUE

\$540,000.00

### 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  
\$ 203.45  
\$ 125.30  
\$ 0.00  
\$ -128.15  
\$ 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

09/07/2025



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

**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: 2664220

**DATE OF ISSUE**

10/04/2025

FENTONS FORMS PTY LTD  
POST OFFICE BOX 298  
CHRISTIES BEACH SA 5165

**ENQUIRIES:**

Tel: (08) 8226 3750

Email: landtax@sa.gov.au

**OWNERSHIP NAME**

K &amp; M L STUART

**FINANCIAL YEAR**

2024-2025

**PROPERTY DESCRIPTION**

10 HIBISCUS CT / MORPHETT VALE SA 5162 / LT 33

**ASSESSMENT NUMBER**

8684083404

**TITLE REF.**

(A "+" indicates multiple titles)

CT 5129/926

**TAXABLE SITE VALUE**

\$250,000.00

**AREA**

0.0640 HA

**DETAILS OF THE LAND TAX PAYABLE FOR THE ABOVE PARCEL OF LAND:**

<b>CURRENT TAX</b>	\$	0.00	<b>SINGLE HOLDING</b>	\$	0.00
<b>- DEDUCTIONS</b>	\$	0.00			
<b>+ ARREARS</b>	\$	0.00			
<b>- PAYMENTS</b>	\$	0.00			
<b>= <u>AMOUNT PAYABLE</u></b>	\$	<b>0.00</b>			

**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****09/07/2025****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**

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
86 84083 40 4	CT5129926	10/4/2025	8278	2664220

FENTONS FORMS PTY LTD  
 PO BOX 298  
 CHRISTIES BEACH SA 5165  
 admin@fentonsforms.com.au

Section 7/Elec

## Certificate of Water and Sewer Charges & Encumbrance Information

### Property details:

Customer: K & ML STUART  
 Location: 10 HIBISCUS CT MORPHETT VALE LT 33  
 Description: 5HCP P V                      Capital Value: \$ 540 000  
 Rating: Residential

### Periodic charges

Raised in current years to 31/3/2025

			\$
	Arrears as at: 30/6/2024	:	0.00
Water main available: 1/10/1989	Water rates	:	235.80
Sewer main available: 1/1/1990	Sewer rates	:	260.85
	Water use	:	204.54
	SA Govt concession	:	0.00
	Recycled Water Use	:	0.00
	Service Rent	:	0.00
	Recycled Service Rent	:	0.00
	Other charges	:	0.00
	Goods and Services Tax	:	0.00
	Amount paid	:	701.19CR
	Balance outstanding	:	0.00

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

Next quarterly charges:    Water supply: 78.60                      Sewer: 86.95                      Bill: 4/6/2025

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

The last Water Use Year ended on 27/05/2024.

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

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:  
K & ML STUART

Water & Sewer Account  
Acct. No.: 86 84083 40 4

Amount: \_\_\_\_\_

Address:  
10 HIBISCUS CT MORPHETT VALE LT 33

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### Payment Options

**EFT**

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	8684083404



Bill code: 8888  
Ref: 8684083404

Telephone and Internet Banking — BPAY®

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



Paying online

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



Paying by phone

Call 1300 650 870 and pay by phone using your Visa/Mastercard 24/7.

SA Water account number: 8684083404



**Government of  
South Australia**

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

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

# Property Interest Report

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

Title Reference	CT 5129/926	Reference No. 2664220
Registered Proprietors	K & M L*STUART	Prepared 09/04/2025 16:57
Address of Property	10 HIBISCUS COURT, MORPHETT VALE, SA 5162	
Local Govt. Authority	CITY OF ONKAPARINGA	
Local Govt. Address	PO BOX 1 NOARLUNGA CENTRE SA 5168	

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

## Table of Particulars

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

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

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

### 1. General

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

### 2. Aboriginal Heritage Act 1988

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

an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

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

- 3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

- 4.1 section 5 - Notice requiring payment

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

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

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

- 5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

- 5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

- 5.6 section 57 - Land management agreement

Refer to the Certificate of Title

- 5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

- 5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

- 5.9 section 71 - Fire safety notice

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

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

## 6. Repealed Act conditions

6.1	Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 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	<b>An Emergency Services Levy Certificate will be forwarded.</b> <b>If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.</b>  <b>Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates</b> <b><a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></b>
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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
<b>9.</b>	<b><i>Fences Act 1975</i></b>	
9.1	section 5 - Notice of intention to perform fencing work	Contact the vendor for these details
<b>10.</b>	<b><i>Fire and Emergency Services Act 2005</i></b>	
10.1	section 105F - (or section 56 or 83 (repealed)) - Notice to take action to prevent outbreak or spread of fire	Contact the Local Government Authority for other details that might apply Where the land is outside a council area, contact the vendor
<b>11.</b>	<b><i>Food Act 2001</i></b>	
11.1	section 44 - Improvement notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
11.2	section 46 - Prohibition order	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
<b>12.</b>	<b><i>Ground Water (Qualco-Sunlands) Control Act 2000</i></b>	
12.1	Part 6 - risk management allocation	Qualco Sunlands Ground Water Control Trust has no record of any allocation affecting this title
12.2	section 56 - Notice to pay share of Trust costs, or for unauthorised use of water, in respect of irrigated property	DEW Water Licensing has no record of any notice affecting this title
<b>13.</b>	<b><i>Heritage Places Act 1993</i></b>	
13.1	section 14(2)(b) - Registration of an object of heritage significance	Heritage Branch in DEW has no record of any registration affecting this title
13.2	section 17 or 18 - Provisional registration or registration	Heritage Branch in DEW has no record of any registration affecting this title
13.3	section 30 - Stop order	Heritage Branch in DEW has no record of any stop order affecting this title
13.4	Part 6 - Heritage agreement	Heritage Branch in DEW has no record of any agreement affecting this title also Refer to the Certificate of Title
13.5	section 38 - "No development" order	Heritage Branch in DEW has no record of any "No development" order affecting this title
<b>14.</b>	<b><i>Highways Act 1926</i></b>	
14.1	Part 2A - Establishment of control of access from any road abutting the land	Transport Assessment Section within DIT has no record of any registration affecting this title
<b>15.</b>	<b><i>Housing Improvement Act 1940 (repealed)</i></b>	
15.1	section 23 - Declaration that house is undesirable or unfit for human habitation	Contact the Local Government Authority for other details that might apply
15.2	Part 7 (rent control for substandard houses) - notice or declaration	Housing Safety Authority has no record of any notice or declaration affecting this title
<b>16.</b>	<b><i>Housing Improvement Act 2016</i></b>	

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

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

17.1	section 10 - Notice of intention to acquire	Refer to the Certificate of Title for any notice of intention to acquire also Contact the Local Government Authority for other details that might apply
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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 | <b>A Land Tax Certificate will be forwarded.</b><br><b>If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.</b><br><br><b>Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates</b><br><b><a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></b> |
|------|---|---|

## **20. *Local Government Act 1934 (repealed)***

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

## **21. *Local Government Act 1999***

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

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

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

## **23. *Metropolitan Adelaide Road Widening Plan Act 1972***

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

## **24. *Mining Act 1971***

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

24.9	Proclamation with respect to a private mine	Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title
<b>25. <i>Native Vegetation Act 1991</i></b>		
25.1	Part 4 Division 1 - Heritage agreement	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.2	section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.3	section 25D - Management agreement	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.4	Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation	DEW Native Vegetation has no record of any refusal or condition affecting this title
<b>26. <i>Natural Resources Management Act 2004 (repealed)</i></b>		
26.1	section 97 - Notice to pay levy in respect of costs of regional NRM board	The regional landscape board has no record of any notice affecting this title
26.2	section 123 - Notice to prepare an action plan for compliance with general statutory duty	The regional landscape board has no record of any notice affecting this title
26.3	section 134 - Notice to remove or modify a dam, embankment, wall or other obstruction or object	The regional landscape board has no record of any notice affecting this title
26.4	section 135 - Condition (that remains in force) of a permit	The regional landscape board has no record of any notice affecting this title
26.5	section 181 - Notice of instruction as to keeping or management of animal or plant	The regional landscape board has no record of any notice affecting this title
26.6	section 183 - Notice to prepare an action plan for the destruction or control of animals or plants	The regional landscape board has no record of any notice affecting this title
26.7	section 185 - Notice to pay costs of destruction or control of animals or plants on road reserve	The regional landscape board has no record of any notice affecting this title
26.8	section 187 - Notice requiring control or quarantine of animal or plant	The regional landscape board has no record of any notice affecting this title
26.9	section 193 - Protection order to secure compliance with specified provisions of the Act	The regional landscape board has no record of any order affecting this title
26.10	section 195 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act	The regional landscape board has no record of any order affecting this title
26.11	section 197 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act	The regional landscape board has no record of any authorisation affecting this title
<b>27. <i>Outback Communities (Administration and Management) Act 2009</i></b>		
27.1	section 21 - Notice of levy or contribution payable	Outback Communities Authority has no record affecting this title



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

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

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

- 29.1 Part 5 - Planning and Design Code  
*[ Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*
- Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated.
- also
- Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title
- also
- For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority
- also
- Contact the Local Government Authority for other details that might apply to a place of local heritage value
- also
- For details of declared significant trees affecting this title, contact the Local Government Authority
- also

### **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/](https://plan.sa.gov.au/have_your_say/) or contact PlanSA via email ([PlanSA@sa.gov.au](mailto:PlanSA@sa.gov.au)) or telephone (1800 752 664).

### **Code Amendment**

**Accommodation Diversity** - The State Planning Commission is proposing refinements to policy to provide more flexibility in housing design to encourage housing choices to meet the needs of South Australians. 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](https://plan.sa.gov.au/have_your_say/general_consultations) or phone PlanSA on 1800 752 664.

### **Code Amendment**

**Assessment Improvements** - proposes a series of technical amendments to the Code informed through the experience of planning practitioners and other users to improve assessment outcomes. The Code Amendment forms part of the Government of South Australia's response to the Planning System Implementation Review; it will implement some of the recommendations of the Expert Panel that were supported by the Government. 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](https://plan.sa.gov.au/have_your_say/general_consultations) or phone PlanSA on 1800 752 664.

### **Code Amendment**

**City of Onkaparinga Local Heritage** - Proposes to update the City of Onkaparinga's local heritage list within the Planning and Design Code. The proposal seeks to expand the application of the Local Heritage Places Overlay over properties adjoining a new local heritage place, and remove the Overlay from affected properties adjacent the proposed delisted local heritage places. 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](https://plan.sa.gov.au/have_your_say/general_consultations) or phone PlanSA on 1800

**752 664.**

29.2	section 127 - Condition (that continues to apply) of a development authorisation <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
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	Contact the Local Government Authority for details relevant to this item

order

also

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

### 30. ***Plant Health Act 2009***

- 30.1 section 8 or 9 - Notice or order concerning pests

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

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

- 31.1 Part 3 - Notice

Public Health in DHW has no record of any notice or direction affecting this title

also

Contact the Local Government Authority for other details that might apply

- 31.2 *Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)* (revoked) Part 2 - Condition (that continues to apply) of an approval

Public Health in DHW has no record of any condition affecting this title

also

Contact the Local Government Authority for other details that might apply

- 31.3 *Public and Environmental Health (Waste Control) Regulations 2010* (revoked) regulation 19 - Maintenance order (that has not been complied with)

Public Health in DHW has no record of any order affecting this title

also

Contact the Local Government Authority for other details that might apply

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

- 32.1 section 66 - Direction or requirement to avert spread of disease

Public Health in DHW has no record of any direction or requirement affecting this title

- 32.2 section 92 - Notice

Public Health in DHW has no record of any notice affecting this title

also

Contact the Local Government Authority for other details that might apply

- 32.3 *South Australian Public Health (Wastewater) Regulations 2013* Part 4 - Condition (that continues to apply) of an approval

Public Health in DHW has no record of any condition affecting this title

also

Contact the Local Government Authority for other details that might apply

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

- 33.1 section 23 - Notice of contribution payable

DEW has no record of any notice affecting this title

### 34. ***Water Industry Act 2012***

- 34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement

**An SA Water Certificate will be forwarded.  
If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950**

also

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

also

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

also

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

also

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

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

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

**36. Other charges**

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

## Other Particulars

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

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

## Additional Information

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

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

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

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

#### Building restrictions

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

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

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

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

#### Statutory easements

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

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

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

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

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

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

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

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

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

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

Information should be obtained from:

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

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

Water Resources Management - Taking of underground water

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

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

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

## Certificate of Title

**Title Reference:** CT 5129/926  
**Status:** CURRENT  
**Edition:** 7

## Dealings

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

## Priority Notices

NIL

## Registrar-General's Notes

No Registrar-General's Notes exist for this title



## Certificate of Title

**Title Reference:** CT 5129/926

**Status:** CURRENT

**Parent Title(s):** CT 4331/179

**Dealing(s) Creating Title:** CONVERTED TITLE

**Title Issued:** 05/07/1993

**Edition:** 7

## Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
31/01/2023	03/02/2023	13967559	MORTGAGE	REGISTERED	COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)
31/01/2023	03/02/2023	13967558	DISCHARGE OF MORTGAGE	REGISTERED	11922745
16/04/2013	01/05/2013	11922745	MORTGAGE	REGISTERED	WESTPAC BANKING CORPORATION
16/04/2013	01/05/2013	11922744	TRANSFER	REGISTERED	KENNETH STUART, MICHELLE LORRAINE STUART
16/04/2013	01/05/2013	11922743	DISCHARGE OF MORTGAGE	REGISTERED	11116295
06/02/2009	23/02/2009	11116295	MORTGAGE	REGISTERED	ST.GEORGE BANK LTD. (ACN: 055 513 070)
06/02/2009	23/02/2009	11116294	TRANSFER	REGISTERED	NTUTHUKO TSHUMA, CHENGETAI ESTHER HAMANDISHE
26/02/2008	29/02/2008	10906373	APPLICATION TO NOTE DEATH	REGISTERED	JAMES CANSDALE (DECD), GLORIA DOREEN CANSDALE
24/04/1995	06/06/1995	7909626	TRANSFER	REGISTERED	JAMES CANSDALE, GLORIA DOREEN CANSDALE
24/04/1995	06/06/1995	7909625	DISCHARGE OF MORTGAGE	REGISTERED	7520300
18/06/1993	03/08/1993	7520300	MORTGAGE	REGISTERED	CPS CREDIT UNION (SA) LTD.
18/06/1993	03/08/1993	7520299	DISCHARGE OF MORTGAGE	REGISTERED	6733925
11/05/1989	12/07/1989	6733925	MORTGAGE	REGISTERED	
11/05/1989	12/07/1989	6733924	ENCUMBRANCE	REGISTERED	

## Certificate of Title

**Title Reference** CT 5129/926  
**Status** CURRENT  
**Easement** NO  
**Owner Number** 13520427  
**Address for Notices** 2 HAYFORD CR MORPHETT VALE, SA 5162  
**Area** 640m<sup>2</sup> (APPROXIMATE)

## Estate Type

Fee Simple

## Registered Proprietor

KENNETH STUART  
MICHELLE LORRAINE STUART  
OF 10 HIBISCUS COURT MORPHETT VALE SA 5162  
AS JOINT TENANTS

## Description of Land

ALLOTMENT 33 DEPOSITED PLAN 24866  
IN THE AREA NAMED MORPHETT VALE  
HUNDRED OF NOARLUNGA

## Last Sale Details

**Dealing Reference** TRANSFER (T) 11922744  
**Dealing Date** 14/03/2013  
**Sale Price** \$332,000  
**Sale Type** TRANSFER FOR FULL MONETARY CONSIDERATION

## Constraints

### Encumbrances

Dealing Type	Dealing Number	Beneficiary
ENCUMBRANCE	6733924	PARADISE PROJECTS PTY. LTD.
MORTGAGE	13967559	COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

### Stoppers

NIL

## Valuation Numbers

Valuation Number	Status	Property Location Address
8684083404	CURRENT	10 HIBISCUS COURT, MORPHETT VALE, SA 5162

## Notations

### Dealings Affecting Title

NIL

### Notations on Plan

NIL

### Registrar-General's Notes

NIL

### Administrative Interests

NIL

## Valuation Record

Valuation Number	8684083404
Type	Site & Capital Value
Date of Valuation	01/01/2024
Status	CURRENT
Operative From	01/07/1989
Property Location	10 HIBISCUS COURT, MORPHETT VALE, SA 5162
Local Government	ONKAPARINGA
Owner Names	MICHELLE LORRAINE STUART KENNETH STUART
Owner Number	13520427
Address for Notices	2 HAYFORD CR MORPHETT VALE, SA 5162
Zone / Subzone	GN - General Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1100 - House
Description	5HCP P V
Local Government Description	Residential

## Parcels

Plan/Parcel	Title Reference(s)
D24866 ALLOTMENT 33	CT 5129/926

## Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$250,000	\$540,000			
Previous	\$210,000	\$470,000			

## Building Details

Valuation Number	8684083404
Building Style	Conventional
Year Built	1990
Building Condition	Very Good
Wall Construction	Brick
Roof Construction	Tiled (Terra Cotta or Cement)
Equivalent Main Area	118 sqm
Number of Main Rooms	5

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

Telephone (08) 8384 0666

**Certificate No: S72049/2025**

**Property Information And Particulars**

In response to an enquiry pursuant to Section 7 of the

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

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**TO:** Fentons Forms  
PO Box 298  
CHRISTIES BEACH SA 5165

**DETAILS OF PROPERTY REFERRED TO:**

ASSESSMENT NO	:	68178
VALUER GENERAL NO	:	8684083404
VALUATION	:	\$540,000.00
OWNER	:	Mr Kenneth Stuart & Mrs Michelle Lorraine Stuart
PROPERTY ADDRESS	:	10 Hibiscus Court MORPHETT VALE SA 5162
VOLUME/FOLIO	:	CT-5129/926
LOT/PLAN NUMBER	:	Allotment 33 Sec 612 DP 24866
WARD	:	03 Knox Ward

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

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

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

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

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

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

## INFORMATION NOTE

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

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

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

##### *Section 42*

Condition (that continues to apply) of a development authorisation

YES

Application Number	145/1071/1995
Description	Addition to dwelling - verandah
Decision	Approved
Decision Date	20 June 1995

##### Building Rules Consent Conditions

1. Roof stormwater shall be drained to the street water table or an approved Council stormwater drainage system.

Application Number	145/312/2013
Description	Pergola attached to existing dwelling
Decision	Approved
Decision Date	07 February 2013

##### Building Rules Consent Conditions

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

Application Number	145/2473/2013
Description	Extension to an existing pergola
Decision	Approved
Decision Date	09 September 2013

##### Development Plan Consent Conditions

1. All development shall be completed and maintained in accordance with the plan(s) and documents submitted with and forming part of the development application except where varied by the following condition(s).
2. During construction and at all times thereafter, stormwater generated from the development shall be diverted away from all buildings, shall not pond against or near the footings and shall not be discharged onto adjoining land. Where drainage is directed to the street water table, this shall be by way of a council approved stormwater drainage system.
3. That effective measures be implemented during the construction of the development and on-going use of the land in accordance with this consent to:
  - Prevent silt run-off from the land to adjoining properties, roads and drains.
  - Control dust arising from the construction and other activities, so as not to, in the opinion of council, be a nuisance to residents or occupiers on adjacent or nearby land.
  - Ensure that soil or mud is not transferred onto the adjacent roadways by vehicles leaving the site.
  - Ensure that all litter and building waste is contained on the subject site in a suitable covered bin or enclosure.

- Ensure that no sound is emitted from any device, plant or equipment or from any source or activity to become an unreasonable nuisance, in the opinion of council, to the occupiers of adjacent land.

#### Building Rules Consent Conditions

1. The proposed structure shall not be enclosed at any time without the prior consent of Council.
2. The owner/builder shall investigate and ensure that the roof tie-downs to existing building(s) to which the proposed structure is to be attached, comply with the requirements of AS 1684 to allow for imposed wind uplift loads from the new structure.

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

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

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

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

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

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

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

### *Part 5 – Planning and Design Code*

#### **Zones**

General Neighbourhood (GN)

#### **Subzones**

NO

#### **Zoning overlays**

#### **Overlays**

##### **Affordable Housing**

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

##### **Hazards (Bushfire - Urban Interface) (Urban Interface)**

The Hazards (Bushfire - Urban Interface) Overlay seeks to ensure urban neighbourhoods adjoining bushfire risk areas allow access through to bushfire risk areas, are designed to protect life and property from the threat of bushfire and facilitate evacuation to areas safe from bushfire danger.

##### **Native Vegetation**

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

##### **Prescribed Wells Area**

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

##### **Regulated and Significant Tree**

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

##### **Stormwater Management**

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

##### **Urban Tree Canopy**

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

Is the land situated in a designated State Heritage Place/Area? NO

Is the land designated as a Local Heritage Place? NO

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

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

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

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

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

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

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

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

#### *Section 127*

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

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

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

#### *Section 50(1)*

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

#### *Section 50(2)*

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

#### *Section 55*

Order to remove or perform work NO

#### *Section 56*

Notice to complete development NO

#### *Section 57*

Land management agreement NO

#### *Section 69*

Emergency order NO

#### *Section 71 (only)*

Fire safety notice NO



<i>Section 84</i> Enforcement notice	NO
<i>Section 85(6), 85(10) or 106</i> Enforcement Order	NO
<i>Part 11 Division 2</i> Proceedings	NO
<b>Fire and Emergency Services Act 2005</b> <i>Section 105F (or section 56 or 83 (repealed))</i> Notice	NO
<i>Section 56 (repealed)</i> Notice issued	NO
<b>Food Act 2001</b> <i>Section 44</i> Improvement notice <i><u>issued against the land</u></i>	NO
<i>Section 46</i> Prohibition order	NO
<b>Housing Improvement Act 1940 (repealed)</b> <i>Section 23</i> Declaration that house is undesirable or unfit for human habitation	NO
<b>Land Acquisition Act 1969</b> <i>Section 10</i> Notice of intention to acquire	NO
<b>Local Government Act 1934 (repealed)</b> <i>Notice, order, declaration, charge, claim or demand given or made under the Act</i>	NO
<b>Local Government Act 1999</b> <i>Notice, order, declaration, charge, claim or demand given or made under the Act</i>  Refer to separate attachment for Rates and Charges	NO
<b>Local Nuisance and Litter Control Act 2016</b> <i>Section 30</i> Nuisance or litter abatement notice <i><u>issued against the land</u></i>	NO

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

### *Section 139*

Notice of proposed work and notice may require access NO

### *Section 140*

Notice requesting access NO

### *Section 141*

Order to remove or perform work NO

### *Section 142*

Notice to complete development NO

### *Section 155*

Emergency order NO

### *Section 157*

Fire safety notice NO

### *Section 192 or 193*

Land Management Agreements NO

### *Section 198(1)*

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

### *Section 198(2)*

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

### *Part 16 - Division 1*

Proceedings NO

### *Section 213*

Enforcement notice NO

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

Enforcement order NO

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

### *Part 3*

Notice NO

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

Part 2 – Condition (that continues to apply) of an approval NO

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

Regulation 19 - Maintenance order (that has not been complied with) NO

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

### *Section 92*

Notice NO

*South Australian Public Health (Wastewater) Regulations 2013* NO  
Part 4 – Condition (that continues to apply) of an approval

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

**Particulars relating to environment protection**

*Further information held by council*

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

**Note –**

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

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

It should be noted that –

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

**General**

*Easement* NO  
Does a Council drainage easement exist? – Refer to Certificate of Title of subdivision plans (ie Deposited Plans, Community Plans, File Plans etc) for details of easements in the interests of other State Departments or Agencies).

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

*Lease, agreement for lease, tenancy agreement or licence*  
(The information does not include the information about sublease or subtenancy. The purchaser may seek that information from the lessee or tenant or sublessee or subtenant.) NO

*Caveat* NO

**Other**

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

***PLEASE NOTE:***

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

This statement is made the 10 April 2025

Cherie Bonham

Team Leader for Development Support

**AUTHORISED OFFICER**

---

**LOCAL GOVERNMENT RATES SEARCH**

**TO:** Fentons Forms  
PO Box 298  
CHRISTIES BEACH SA 5165

10 April 2025

**DETAILS OF PROPERTY REFERRED TO:**

Property ID : 50931  
Valuer General No : 8684083404  
Valuation : \$540,000.00  
Owner : Mr Kenneth Stuart & Mrs Michelle Lorraine Stuart  
Property Address : 10 Hibiscus Court MORPHETT VALE SA 5162  
Volume/Folio : CT-5129/926  
Lot/Plan No : Allotment 33 Sec 612 DP 24866  
Ward : 03 Knox Ward

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

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

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

<b>Total Rates Levied 2024-2025</b>	<b>\$1,818.62</b>
-------------------------------------	-------------------

If the quarterly payments are not received by the due date, a 2% fine will be added to that amount with interest added of 0.7625% on the first working day of each month following, until the total amount overdue is paid.

Less Council Rebate. The Council Rebate ceases on sale and a pro-rata calculation will apply to the date of sale	\$0.00
Less Council Capping Rebate	\$0.00
Fines and interest charged in the current financial year (2% fine when rates first become overdue and 0.7625% interest applied per month thereafter)	\$0.00
Postponed Interest (0.59583% per month on total of postponed rates and interest)	\$0.00
Less paid current financial year	-\$1,363.62
Overpayment	\$0.00
Legal Fees (current)	\$0.00
Legal Fees (arrears)	\$0.00
Refunds, Rates Remitted, Small Balance Adjustments or Rate Capping Rebate	\$0.00
Balance - rates and other monies due and payable	\$455.00
Property Related Debts	\$0.00

**BPAY Biller Code:** 421503  
**Ref:** 1323590509319

<b>TOTAL BALANCE</b>	<b>\$455.00</b>
----------------------	-----------------

**AUTHORISED OFFICER**  
Jessica Dahlitz

This statement is made the 10 April 2025

PREFIX **E** NO.**6733924**

SERIES NO.

TO BE COMPLETED BY AGENT

## NOTES

1. This form is designed to suit the simplest type of encumbrance. Lending institutions which prefer to have encumbrance forms printed privately may do so, but proposed forms must be submitted to the Registrar-General and will not be acceptable for registration unless the format is approved.
2. All panels to be completed. If insufficient space use Annexure Form B.1. This panel should then only contain the words "see Annexure A" (or as the case may be).
3. State whether the whole or portion only of the land comprised in the Certificate of Title. If portion only describe precisely.
4. Insert "estate in fee simple", "estate as Crown lessee", "estate as lessee" or "estate as mortgagee" (as the case may be). If lease or mortgage state registered number.
5. List encumbrances which affect the estate being encumbered.
6. If address and/or occupation has changed identify as "formerly .....
7. If tenants in common in unequal shares specify shares.
8. If an executing party is a natural person execution should read "SIGNED by the encumbrancer in the presence of .....". The witness must be a disinterested party. If an executing party is a body corporate execution must conform to any prescribed formalities relating to the affixing of the common seal.
9. The short form of proof is applicable where the witness is an authorised functionary.
10. The long form of proof is to be used where the witness is not an authorised functionary. The address and occupation of the witness must be stated.

REGISTRAR-GENERAL'S  
OFFICE

SOUTH AUSTRALIA

## MEMORANDUM OF ENCUMBRANCE

FORM APPROVED BY THE REGISTRAR-GENERAL

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT, 1886

(SIGNED)

**G. W. MIDSON** Solicitor/Licensed Land Broker/Encumbrancee

11 MAY 1989	TIME	14.55
FEES		\$
R.G.O.		38
POSTAGE		
ADVERTISING		
NEW C.T. TO ISSUE		

## OFFICE NOTES:

11MAY1989 010223700L.T.O.

38.00

## BELOW THIS LINE FOR OFFICE USE ONLY

## EXAMINATION

CORRECTION		PASSED
O.D.R. No.		EXAMINER TO INITIAL
REFERRED	RETURNED	

REGISTERED ON 10.7.1989 AT 1500  
BY ENTRY OF A MEMORIAL OF THIS INSTRUMENT IN THE  
REGISTER BOOK. VOL. 4331 FOLIO 179



## BELOW THIS LINE FOR AGENT USE ONLY

Lodged by:  
Address:State Bank of South Australia  
97 King William Street, Adelaide, S.A. 5000

SBSA

Correction to

**ROTHE & MIDSON**

ROMI

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

1.....	} Received items No. Assessor
2.....	
3.....	
4.....	
5.....	

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

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

## ITEM(S) DELIVERED—POSTED

IN ACCORDANCE WITH DELIVERY INSTRUCTIONS

DELIVERY INSTRUCTIONS: PLEASE DELIVER THE FOLLOWING ITEM(S)  
TO THE UNDERMENTIONED AGENT(S)

ITEM	AGENT/RGO BOX No.	DELIVERY DATE	*POSTAGE DATE	INITIALS	ITEM: CT/CL REF.	AGENT'S NAME	AGENT/RGO BOX No.	POSTAL ADDRESS*
1								
2								
3								
4								
5								

A3426 \*FILL OUT POSTAGE DATE ONLY IF ITEMS ARE  
RETURNED BY CERTIFIED MAIL\*FILL OUT POSTAL ADDRESS ONLY IF ITEMS  
ARE TO BE RETURNED BY CERTIFIED MAILAGENT'S  
INITIALS

DATED THIS 14th DAY OF

May

1989

SIGNED by the Encumbrancer

.....  
.....  
.....

in the presence of:

.....  
.....

EXECUTION AND  
ATTESTATION  
(See Note 8)

DECLARED BANK MANAGER  
MOARLUNGA CENTRE

DECLARED BANK MANAGER

SHORT FORM OF  
PROOF  
(See Note 9)

Appeared before me at

MOARLUNGA CENTRE

the 14 day of May 19 89

the encumbrancer, within described the party executing the within instrument being a person well known to me and did freely and voluntarily sign the same.

(SIGNED)

.....  
J.P. etc.  
day of

DECLARED BANK MANAGER  
MOARLUNGA CENTRE

Appeared before me at

the encumbrancer, within described the party executing the within instrument being a person well known to me and did freely and voluntarily sign the same.

(SIGNED)

LONG FORM OF PROOF  
(See Note 10)

Appeared before me at

the day of 19

(hereinafter referred to as "the witness"), a person known to me and of good repute, attesting witness to this instrument, and acknowledged his signature to the same; and did further declare that the encumbrancer, the party executing the same, was personally known to the witness, that the signature to the said instrument is in the handwriting of the encumbrancer, and that the encumbrancer did freely and voluntarily sign the same in the presence of the witness and was at that time of sound mind.

(SIGNED)

Appeared before me at

the day of 19

(hereinafter referred to as "the witness"), a person known to me and of good repute, attesting witness to this instrument, and acknowledged his signature to the same; and did further declare that the encumbrancer, the party executing the same, was personally known to the witness, that the signature to the said instrument is in the handwriting of the encumbrancer, and that the encumbrancer did freely and voluntarily sign the same in the presence of the witness and was at that time of sound mind.

(SIGNED)

## IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:—

The Encumbrancer (which expression includes when "the Encumbrancer" is a corporate body its successors and assigns and when "the Encumbrancer" is a person that person's heirs executors administrators and transferees and where there is more than one corporate body and/or person comprised in the expression all of them jointly and each of them severally and the respective successors assigns heirs executors administrators and transferees of all of them) encumbers the said land as part of a common building scheme for the benefit of the Encumbrancees (which expression includes their respective successors and assigns) and covenants with the Encumbrancees (in addition and without prejudice to the covenants on the part of the Encumbrancer and the powers rights and remedies of the Encumbrancees as Encumbrancees implied herein under and by virtue of the provisions of the Real Property Act 1886 as amended thereof for the time being in force except insofar as the same are hereby expressly or impliedly negated or modified) as follows:

1. Each and everyone and each and every part of the said land hereby encumbered and the buildings for the time being erected thereon shall not be used for any purpose other than for private residential purposes unless otherwise approved by the Encumbrancee.
2. The Encumbrancer will not erect or cause or permit to be erected on the said land any fence dwelling or other improvements the exterior of which is or contains any brightly coloured or reflective material.
3. That without the approval in writing of the Encumbrancee no fences or walls shall be constructed along either boundary of the said land from a point level with the front building line of any residence thereon down to the boundary with the roadway and no fence or wall shall be erected along the last mentioned boundary or boundaries and if the said land shall adjoin separate roadways the front building line herein before referred to shall be measured from each side of the residence facing a roadway.
4. It is covenanted agreed and declared between the Encumbrancer and the Encumbrancee that the Encumbrancer will within 12 calendar months after the completion of the erection of a private residence upon the said land prepare develop and thereafter maintain the said land between the front alignment of the said private residence and the footpath alignment or pedestrian walkway fronting or bordering the said land in good order and condition.
5. The Encumbrancer will not erect or cause or permit to be erected on the said land any private residence unless either the plan and specifications are approved by the Encumbrancee or the area of the floor plan of the said private residence incorporated under the main roof equals or exceeds 120 square metres.
6. The Encumbrancer agrees that any encumbrance in similar form to this encumbrance may at the option of the said Encumbrancee be temporarily withdrawn from registration or discharged in respect of any of the Allotments more particularly described in Deposited Plan 24866 where such temporary withdrawal or discharge is required to enable registration of any mortgage or other document provided that such encumbrance is subsequently registered or a fresh encumbrance is subsequently registered.
7. Any notice or demand to be given to or made upon the Encumbrancer hereunder may be given or made by posting or delivering the same in writing signed by any officer of or solicitor or agent for and on behalf of the said Encumbrancee to or at the registered office for the time being of the Encumbrancer or (in case any Encumbrancer for the time being is not a corporation) by posting or delivering the same so signed to or at the Encumbrancer's last known place of business or abode in South Australia and any notice posted under this encumbrance shall be deemed to have been received in due course of post.
8. The Encumbrancee may from time to time in its absolute discretion modify waive or release any of the covenants and other stipulations expressed or implied in any Memorandum of Encumbrance or other instrument whatsoever relating to any other land in the said plan of subdivision and whether the same were entered into or imposed before or at the same time as or after the date hereof and no such modification of waiver or release shall release the Encumbrancer of his successors in title from the covenants and other stipulations herein contained and implied.



## MEMORANDUM OF ENCUMBRANCE

CERTIFICATES OF TITLE  
BEING ENCUMBERED  
(See Note 3)

Being the whole of the land comprised in Certificate of Title  
Register Book

Volume 4331 Folio 179

ESTATE AND INTEREST  
(See Note 4)

in fee simple

ENCUMBRANCES  
(See Note 5)

nil

ENCUMBRANCER  
(Full name, address and  
occupation.)  
(See Note 6)

MARTIN RUSH Boiler Maker Welder and KAREN HEATHER RUSH <sup>DATA</sup> Water Processor  
both of 29 Dominic Crescent Morphett Vale 5162.

ENCUMBRANCEE  
(Full name, address and  
occupation.)  
(See Note 7)

PARADISE PROJECTS PTY. LTD. of care of Deloitte Haskins & Sells  
of 45 Grenfell Street Adelaide 5000.

(a) State the term of the  
annuity. If for life use  
the words "during his  
lifetime".

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 OF ten cents (10¢)  
if demanded.

TO BE PAID TO THE ENCUMBRANCEE (a). for a period of 999 years.

(b) State the times  
appointed for payment  
of the annuity and any  
special covenants.

AT THE TIMES AND IN THE MANNER FOLLOWING (b) on the 30th day of June in each and every  
year commencing on the 30th day of June next if demanded.

# Section 48 Notice

## This notice is to be retained by the Tenant

**Information to be provided by landlords to tenants**

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

**1. AGENT:** Company Name/Legal Entity:

Allan Real Estate Pty Ltd

Company Representative: Karly Miller

Street 1: 609 Anzac Highway

Glenelg North, SA

Suburb: Glenelg North

State: SA

Postcode: 5045

ABN (if applicable): 48150692381

RLA No: 239101

Telephone: W: 08 7120 7299

M: 0405 128 081

F:

Email: karly@allanre.com.au

Address for service of documents if different to above:

**2. LANDLORD:** Full Names:

Michelle and Kenneth Stuart

Address for service of documents as below.

Street 1: 2 Hayford Cres

Suburb: Morphett Vale

State: SA

Postcode: 5162

ABN (if applicable):

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

Street 1:

Suburb:

State:

Postcode:

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

Street 1:

Suburb:

State:

Postcode:

ABN (if applicable):

INITIALS

*Initials not required if using electronic signature*

# Residential Property Tenancy Agreement: Schedule



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

**1. AGENT:** Company Name/Legal Entity:   
 Company Representative:   
 Street 1:   
 Street 2:   
 Suburb:  State:  Postcode:   
 ABN (if applicable):  RLA No:   
 Telephone: W:  F:   
 M:   
 Email:

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

**2. LANDLORD:** Full Name(s):   
 Street 1:   
 Street 2:   
 Suburb:  State:  Postcode:   
 ABN (if applicable):

**3. TENANT:** Full Name(s):   
  
  
  
 Email:

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

**4. PREMISES:**  
 Street 1:   
 Street 2:   
 Suburb:  State:  Postcode:

**5. TERM:**  
☒ Fixed: Commencement Date:  /  /  End Date:  /  /   
☐ Periodic: Commencement Date:  /  /  and continues until terminated in accordance with this Agreement

**6. RENT:**  
 Amount: Words:  \$   
 Per (period):   
 Payable in advance: ☐ Weekly ☒ Fortnightly ☐ Calendar monthly  
 Payments: First Payment of  on  /  /  with the  
 next payment of  on  /  /   
 and thereafter:  on the  of each   
 Payment ☐ Direct Debit ☐ Bank Deposit Book ☒ Internet Transfer ☐ Rent Card  
 Method: ☐ Bank Cheque ☐ Other

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

INITIALS

*Initials not required if using electronic signature*

# Residential Property Tenancy Agreement: Schedule

**ALLAN**  
REAL ESTATE



## 7. BOND

Words:

## 8. OUTGOINGS: (Clause 3.1.3)

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

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

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

## 9. INSURANCE: (Clause 3.1.13)

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

## 10. OTHER CONDITIONS:

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

## Pets Approved: (Clause 3.2.11)

- ☐ No
- ☒ Yes Details:

## Repair Instructions:

- ☐ Always contact Agent
- ☐ Nominated repairers

Repairer:

Name:

Telephone:

Repairer:

Name:

Telephone:

**INITIALS**

*Initials not required if using electronic signature*

# Residential Property Tenancy Agreement: Schedule



## Additional Conditions:

☐ N/A ☒ As detailed below ☐ See annexure

1. The tenant acknowledges that any phone line, TV point & pay TV point are not guaranteed to be connected. The landlord will not be responsible for paying any connection fee.
2. Open fires are not to be used without permission from the Landlord/Agent, in writing.
3. The tenant shall not keep any dangerous chemicals or substances on the said premises
4. The tenant agrees to maintain the lawns and gardens in a neat and reasonable condition.
5. The tenant agrees to advise the Agent of any problems (eg, Damage, faults, leaks etc) in writing and also agrees not to engage any contractor to fix those problems before they have made every effort to contact the Agent. If any further damage occurs to the property as a result of the tenant not reporting maintenance immediately - the said tenant may be held liable and will incur the associated extra cost to rectify this.
6. The tenant agrees to accept responsibility for any damage caused by their pot plant to floor coverings or any other part of the property.
7. No blue tac or sticky tape is to be placed on the walls. Approval is to be obtained from the landlord via the agent for picture hook to be placed on the walls.
8. At the end of the tenancy, a final inspection will be conducted and the tenant acknowledges they have the right to be present. The tenant realizes this inspection can not be carried out until all of their possessions are removed, the property has been cleaned, and in a position to hand over the keys. The tenant will be responsible for paying rent until all of these requirements are satisfied inclusive of the keys being returned.
9. If you receive three (3) written notices of your rent being in arrears within a six (6) month period, your lease may not be renewed at the end of your tenancy.
10. The tenant understands that they are not to smoke inside this property.
11. As per 4.2 of the terms and conditions of this agreement, inspections are carried out between 9am & 5pm Monday to Friday.
12. The tenant agrees to pay an afterhours call out fee of \$65 to the agent in the event of the agent being requested to open the premises through either loss or misplacement of keys provided to the tenant. Should new keys be necessary then the tenant will pay for the new keys. Should the tenant feel new keys are necessary then they will be installed at the tenants cost with one complete set of keys being passed on to the agent.
13. Should maintenance be required and appointments made with trades people and are not kept by the tenant, then the tenant acknowledges that the trades person will invoice for their time and bill the tenant via the agent. The tenant further acknowledges that these amounts may be recoverable via the provisions of Residential Tenancy Act 1995. Normal business hours for maintenance is approximately between 8am & 6pm unless otherwise agreed upon.

INITIALS

*Initials not required if using electronic signature*

# Residential Property Tenancy Agreement:

## Terms and Conditions



### 1. AGREEMENT

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

### 2. DEFINITIONS AND INTERPRETATION

In this Agreement, unless a contrary intention appears:

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

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

### 3. TENANT'S RIGHTS AND OBLIGATIONS

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

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

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

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

INITIALS

*Initials not required if using electronic signature*

# Residential Property Tenancy Agreement: Terms and Conditions



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

## 4. LANDLORD'S RIGHT OF ENTRY

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

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

## 5. LANDLORD'S RIGHTS AND OBLIGATIONS

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

## 6. TERMINATION AND HOLDING OVER

The Landlord and Tenant agree:

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

INITIALS

*Initials not required if using electronic signature*

# Residential Property Tenancy Agreement:

## Terms and Conditions



### 7. PRIVACY ACT 1988

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

### 8. OTHER CONDITIONS

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

### 9. GENERAL

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

INITIALS

*Initials not required if using electronic signature*



# Residential Property Tenancy Agreement: **ALLAN** REAL ESTATE

## Execution Page



### EXECUTED AS AN AGREEMENT

Dated this  Day of

#### The Tenant(s) acknowledge receipt of:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Section 48 Notice  | <input type="checkbox"/> Keys (Number <input type="text"/> )                   |
| <input checked="" type="checkbox"/> A copy of this Agreement                                       | <input type="checkbox"/> Remote control devices (Number <input type="text"/> ) |
| <input checked="" type="checkbox"/> Information Brochure ( <i>Residential Tenancies Act 1995</i> ) | <input type="checkbox"/> Strata Articles                                       |
| <input checked="" type="checkbox"/> Property Condition Report (2 copies)                           | <input type="checkbox"/> Community Title By-laws                               |
| <input type="checkbox"/> Manufacturers' Manuals – refer Annexure                                   | <input type="checkbox"/> Statutory Notice for Short Term Tenancy               |
| <input type="checkbox"/> Additional fees and charges - refer Annexure                              | <input type="checkbox"/> Other <input type="text"/>                            |
| <input type="checkbox"/> Additional Conditions Annexure  | <input type="checkbox"/> Other <input type="text"/>                            |

#### SIGNED by the TENANT(s):

DocuSigned by:  
 Tenant:   
 076FAFB631DD47A... 24-Nov-20

Full Name (Print)

#### SIGNED by the TENANT(s):

DocuSigned by:  
 Tenant:   
 EE3DE2BDCA194AA... 25-Nov-20

Full Name (Print)

Tenant:

Full Name (Print)

Tenant:

Full Name (Print)

#### SIGNED by or on behalf of THE LANDLORD

DocuSigned by:  
  
 64D103B560F6413... 26-NOV-20

Full Name (Print)

☒ Agent as authorised ☐ Landlord

#### Note:

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

**NOTE: ALL PARTIES SHOULD INITIAL ALL PAGES**

# Pet Agreement



This agreement is attached to and forms part of the Residential Property Tenancy Agreement dated   
Day of

between the Landlord

and the Tenant(s)

for the property at Street:

Suburb:  State:  Postcode:

## Pet Details

### Pet 1

### Pet 2

Type of Pet:

Breed of Pet:

Age of Pet:

Sex of Pet:

Name of Pet:

Is the Pet Desexed: ☒ Yes ☐ No

Is the Pet Registered: ☐ Yes ☐ No ☒ Not Applicable

Photo Provided: ☐ Yes ☒ No

Type of Pet:

Breed of Pet:

Age of Pet:

Sex of Pet:

Name of Pet:

Is the Pet Desexed: ☒ Yes ☐ No

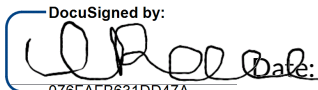
Is the Pet Registered: ☐ Yes ☐ No ☒ Not Applicable

Photo Provided: ☐ Yes ☒ No

## Terms and Conditions

The Landlord has agreed to allow the Tenant to keep the pet/s described in this agreement at the above property on the following terms and conditions:

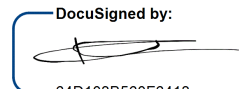
1. The Tenant must seek approval for any replacement or additional pets and a new pet agreement must be drawn up for each replacement or additional pet.
2. The Tenant must keep the pet/s outside at all times.
3. The Tenant agrees to clean up after their pet/s and to dispose of their pet/s waste properly and promptly.
4. The Tenant must ensure that the pet/s does not interfere with scheduled inspections or maintenance visits when necessary.
5. The Tenant is responsible for all damage caused by the pet/s at the above property and agrees to notify the Landlord/Agent immediately of any such damage.
6. If the Tenant breaches any of these conditions, the landlord may issue a Form 2 which may result in termination of the tenancy.

Tenant Signature:  Date: 24-Nov-20  
Tenant Name:

Tenant Signature:  Date: 25-Nov-20  
Tenant Name:

Tenant Signature:  Date:   
Tenant Name:

Tenant Signature:  Date:   
Tenant Name:

Landlord/Agent Signature:  Date: 26-Nov-20  
Landlord/Agent Name:

## NOTICE TO TENANT OF LEASE EXTENSION

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

To

Tenant 1: <input type="text" value="Andrea Reeve"/>	Tenant 2: <input type="text" value="Douglas Reeve"/>
Tenant 3: <input type="text"/>	Tenant 4: <input type="text"/>
Tenant 5: <input type="text"/>	Tenant 6: <input type="text"/>
Tenant 7: <input type="text"/>	Tenant 8: <input type="text"/>

(insert name of tenant(s))

Address of rented premises:

Street 1:

Street 2:

Suburb:  State:  Postcode:

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

(insert date)

Your current rent is  per

(insert amount)

(insert rental period eg fortnight, calendar month)

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

(Strike out whichever is not appropriate)

The lease extension will expire on  /  /

(insert date)

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

(Strike out whichever is not applicable)

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

(insert amount)

(insert rental period eg fortnight, calendar month)

(insert date)

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

☐ N/A
 ☐ As detailed below
 ☐ See annexure

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

The Tenants expressly consent to the collection and use of the Personal Information and content in accordance with the REISA privacy policy at [www.reisa.com.au](http://www.reisa.com.au).

### PLEASE NOTE:

- If you wish to vacate at the end of the fixed term you must give your landlord at least 28 days written notice (Form 17) to end the fixed term agreement.

## NOTICE TO TENANT OF LEASE EXTENSION

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

Signed by Tenant 1  
 Tenant Name

*Andrea Reeve*

Date: 10/9/2024

Andrea Reeve

Signed by Tenant 2  
 Tenant Name

*Douglas Reeve*

Date: 02/09/2024

Douglas Reeve

Signed by Tenant 3  
 Tenant Name

Date:

Signed by Tenant 4  
 Tenant Name

Date:

Signed by Tenant 5  
 Tenant Name

Date:

Signed by Tenant 6  
 Tenant Name

Date:

Signed by Tenant 7  
 Tenant Name

Date:

Signed by Tenant 8  
 Tenant Name

Date:

Signed by or on behalf of the Landlord

☒ Agent as authorised    ☐ Landlord



Date: 10/9/2024

## NOTICE TO TENANT OF RENT INCREASE

To

Tenant 1: Andrea Reeve	Tenant 2: Douglas Reeve
Tenant 3:	Tenant 4:
Tenant 5:	Tenant 6:
Tenant 7:	Tenant 8:

(insert name of tenant(s))

Address of rented premises:

Street 1: 10 Hibiscus Court	
Street 2:	
Suburb: Morphett Vale	State: SA    Postcode: 5162

I give you notice that the new rent will be increased to \$ 500.00 per week  
(insert amount) (insert rental period eg fortnight, calendar month)  
 with the first payment due on 13 / 12 / 2024  
(insert date)

Signed by or on behalf of the Landlord

☒ Agent as authorised   
 ☐ Landlord

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



# BOND LODGEMENT FORM

Residential tenancy ☒  
Rooming house ☐  
Lifestyle village ☐

BOND NUMBER (OFFICE USE ONLY)

--	--	--	--	--	--	--	--

## ADDRESS of rental premises (USE BLOCK LETTERS AND BLUE/BLACK PEN)

Unit/apartment/room no:	Street no:
	10
Street name: Hibiscus Court	
Suburb:	Postcode:
Morphett Vale	5162
Weekly rental:	No of bedrooms (if not a rooming house):
\$ 380	3
Amount of bond being lodged: \$ 2280	Part bond payment? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Tenancy commenced:	Bond received by landlord/proprietor/agent:
1 8 / 1 2 / 2 0 2 0	..... / ..... / .....

PLEASE ENSURE THAT ALL DETAILS WITHIN THIS BOX ARE COMPLETED

## IMPORTANT

- Landlords/proprietors must lodge a bond within **2 weeks** and registered agents within **4 weeks** of receiving full or part payment.
- If the **tenant/resident does not sign this form, the bond must still be lodged** within the required timeframe.
- Residential tenancy bonds cannot exceed 4 weeks rent** (or 6 weeks if the rent is over \$250 pw).
- Rooming house bonds cannot exceed 2 weeks rent.**
- Make cheques payable to the **Residential Tenancies Fund**.

## TENANT/RESIDENT details (USE BLOCK LETTERS AND BLUE/BLACK PEN)

Daytime phone number/s

Tenant/resident 1: Surname	First Names	
REEVE	Douglas	
Email address (for bond receipt) dreeve24@gmail.com		
Tenant/resident 2: Surname	First Names	
REEVE	Andrea	
Email address (for bond receipt) trub632hotmail.com		
Tenant/resident 3: Surname	First Names	
Email address (for bond receipt)		

## LANDLORD/PROPRIETOR details (USE BLOCK LETTERS AND BLUE/BLACK PEN)

Daytime phone number/s

Surname	First Names	
Address		
Postcode		Fax:
Email address (for bond receipt)		

## AGENT details (USE BLOCK LETTERS AND BLUE/BLACK PEN)

RLA: 239101

ALLAN REAL ESTATE	Work: 08 71 20 72 99
Address	Fax:
609C ANZAC HWY GLENELG SA	
Postcode 5 0 4 5	Mobile:

## SIGNATURES (PLEASE SIGN IN BLUE OR BLACK INK)

DocuSigned by:

Tenant/Resident	DocuSigned by: Douglas Reeve 25-Nov-20	Date: ...../...../.....
Landlord/Agent/Proprietor	DocuSigned by: 076FAFB631DD47A 26-Nov-20	Date: ...../...../.....