#### Form 1 - Vendor's statement

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

#### **Contents**

Preliminary

Part A - Parties and land

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

Part C - Statement with respect to required particulars

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Schedule

## ✓

#### **Preliminary**

#### To the purchaser:

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

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

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

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

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

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

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

If it is <u>not</u> 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, <u>but not</u> 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

Purchaser:			
Address:			
Street 1			
Street 2			
Suburb		State	Postcode
Purchaser's registered agent:			
Address:			
Street 1			
Street 2		<b>-</b>	
Suburb		State	Postcode
Vendor:			
IGBENIJE PROPERTY PTY. L	TD. (ACN: 662 245 445)		
Address:			
Street 1 15 GRIFFIN AVENUE			
Street 2			
Suburb NORTH TAMWORTH		State NSW	Postcode 2340
Vendor's registered agent:			
MAGAIN REAL ESTATE HAPP	PY VALLEY PTY LTD (ABN 5	0 801 713 221)	
Address:			
Street 1 52 HILLIER ROAD			
Street 2			
Suburb MORPHETT VALE		State SA	Postcode 5162
Date of contract (if made before this	statement is served):		
Description of the land: [Identify the	land including any certificate of title	e reference]	
ALLOTMENT 1 DEPOSITED F	PLAN 95240		
Street 1 20 WESTMORELAND	ROAD		
Street 2			
Suburb MORPHETT VALE		State SA	Postcode 5162
being the *whole / pertien of the lan	d comprised in Certificate of Title		

#### 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 <u>before</u> 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 <u>after</u> 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:

15 GRIFFIN AVENUE, NORTH TAMWORTH, NSW 2340

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

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

craig@magain.com.au

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

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

52 HILLIER ROAD, MORPHETT VALE, 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 <u>purchaser</u>. 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;
- (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))

•	<b>,</b> "	
To the	purchaser:	
	TIMOTHY CHUKS IGBENIJE AS DIRECTOR AND LINDA IJEOMA IGBENIJE AS DIRECTOR/SECRETARY OF IGBENIJE PROPERTY PTY. LTD. (ACN: 662 245 445)	
of	15 GRIFFIN AVENUE, NORTH TAMWORTH, NSW 2340	
	the * <del>vender(s)</del> / person authorised to act on behalf of the vendor(s) in relation to the transaction state that the Sens all particulars required to be given to you pursuant to section 7(1) of the Land and Business (Sale and Contest).	
Date:	18/10/2024 Date: 20/10/2024	
Signed	d: Signed: , , ,	
	Timothy Chuks Igbenije  Timothy Chuks Igbenije (Oct 18, 2024 15:23 GMT+Y1)  Linda Ijeoma Igbenije (Oct 20, 2024 15:3:	OPNIJE 5 GMT+11)
Part I	D - Certificate with respect to prescribed inquiries by registered agent on 9)	
To the	purchaser:	
ı, AM	ANDA JAYNE MCCORMICK as authorised representative of Robbins Forms (ABN 88 622 296	495)
9 of the	*that the responses / <del>that, subject to the exceptions stated below, the responses</del> to the inquiries made pursual e <i>Land and Business (Sale and Conveyancing) Act 1994</i> confirm the completeness and accuracy of the partic he Schedule.	
Except	tions: NIL	
Date:	18/10/2024	
Date: Signed		

\*Vender's / Purchaser's agent

✓

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

#### Schedule - Division 1

#### Particulars of mortgages, charges and prescribed encumbrances affecting the land (section 7(1)(b))

#### Note -

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

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

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

#### **Table of particulars**

Column 1 Column 2 Column 3

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

[If an item is not applicable, ensure that the box for the item is empty or else strike out the item or write "NOT APPLICABLE" or "N/A" in column 1.

Alternatively, the item and any inapplicable heading may be omitted, but not in the case of-

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

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

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

[If there is more than 1 mortgage, charge or prescribed encumbrance of a kind referred to in column 1, the particulars requested in column 2 must be set out for <u>each</u> 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 <u>all</u> of the requested particulars are contained in an attachment (instead of in the item) in accordance with the Note preceding this table, identify the attachment in the place provided in column 2 and (if required by the Note) identify the parts of the attachment that contain the particulars.]

#### 1. General

#### 1.1 Mortgage of land

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

Is this item applicable?

Will this be discharged or satisfied prior to or at settlement? Are there attachments?

If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):

CERTIFICATE OF TITLE VOLUME 6150 FOLIO 248

Number of mortgage (if registered):
13972940

Name of mortgagee:

PERPETUAL CORPORATE TRUST LTD. (ACN: 000 341 533)

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	•

YES YES

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NO

YES

.2	Fasement

(whether over the land or annexed to the land)

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

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

Is this item applicable?

Will this be discharged or satisfied prior to or at settlement? Are there attachments?

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the

particulars):	. , ,		, (,	•
PROPERTY INTERE	ST REPO	RT		

Description of land subject to easement:

PORTION OF LAND IN CERTIFICATE OF TITLE VOLUME 6150 **FOLIO 248** 

Nature of easement:

STATUTORY EASEMENT TO SA POWER NETWORKS

Are you aware of any encroachment on the easement?

NO

If YES, give details:

If there is an encroachment, has approval for the encroachment been given?

If YES, give details:

#### Restrictive covenant 1.3

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

<del>ls this item applicable?</del>

Will this be discharged or satisfied prior to or at settlement? Are there attachments?

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

Nature of restrictive covenant:

Name of person in whose favour restrictive covenant operates:

Does the restrictive covenant affect the whole of the land being acquired?

If NO, give details:

Does the restrictive covenant affect land other than that being acquired?

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#### AUSTRALIAN INSTITUTE OF CONVEYANCERS (SOUTH AUSTRALIAN DIVISION) INC.

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	✓	

NO YES

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

(The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)

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

# Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

particulars):
RESIDENTIAL TENANCY AGREEMENT
Name of parties:
LANDLORD(S): TIMOTHY CHUKS IGBENIJE AND LINDA IJEOMA IGBENIJE
TENANT(S): KISAN SHRESTHA AND PRABISHA SHRESTHA
* Please note that the Commencement Date on the Residential Tenancy Agreement should be 18/02/2024 not 18/02/2025.  Period of lease, agreement for lease etc:
From 18/02/2024 to 17/02/2025
Amount of rent or licence fee:  \$ 520.00 per WEEK (period)  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)

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

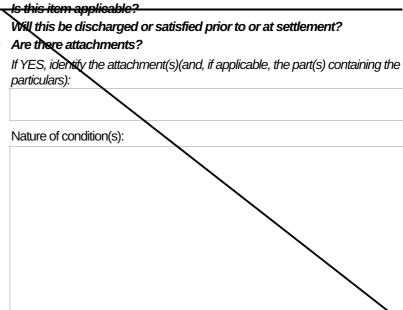
[Note - Do not omit this item. This item and its heading must be included in the statement even if not applicable.]

ls this item applicable?
Will this be discharged or satisfied prior to or at settlement?  Are there attachments?
If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):
Condition(s) of authorisation:

### 6. Repealed Act conditions

6.1 Condition (that continues to apply) of an approval or authorisation granted under the *Building Act 1971* (repealed), the *City of Adelaide Development Control Act 1976* (repealed), the *Planning Act 1982* (repealed) or the *Planning and Development Act 1966* (repealed)

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



### 7. Emergency Services Funding Act 1998

7.1 section 16 - Notice to pay levy

Is this item applicable?

Will this be discharged or satisfied prior to or at settlement? Are there attachments?

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

Date of notice:

16/10/2024

Amount of levy payable:

\$0.00 (FULLY PAID)



YES

#### 21. Local Government Act 1999

**21.1** Notice, order, declaration, charge, claim or demand given or made under the Act

Is this item applicable?

Will this be discharged or satisfied prior to or at settlement? Are there attachments?

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

CITY OF ONKAPARINGA - COUNCIL SEARCH

Date of notice, order etc:

16/10/2024

Name of council by which, or person by whom, notice, order etc is given or made:

CITY OF ONKAPARINGA

Land subject thereto:

20 WESTMORELAND ROAD, MORPHETT VALE, SA 5162 CERTIFICATE OF TITLE VOLUME 6150 FOLIO 248

Nature of requirements contained in notice, order etc:

SECTION 187 CERTIFICATE OF RATES PAYABLE

Time for carrying out requirements:

N/A

Amount payable (if any):

\$1,284.00

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

**22.1** section 30 - Nuisance or litter abatement notice

ls this item applicable?
Will this be discharged or satisfied prior to or at settlement?  Are there attachments?
If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):
Date of notice:
Notice issued by:
Nature of requirements contained in notice:
Time for carrying out requirements:

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YES YES

## AUSTRALIAN INSTITUTE OF CONVEYANCERS (SOUTH AUSTRALIAN DIVISION) INC. **23.** *Metropolitan Adelaide Road Widening Plan Act* **1972**

23.1 section 6 - Restriction on buildin	g work <del>* \s this item applicable?</del>
	Will this be discharged or satisfied prior to or at settlement?
	Are there attachments?
	If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):
	Does the restriction apply to all of the land?
	If NO, give details about the part of the land to which the restriction applies:

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#### 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 attachment even if not applicable.]

Is this item applicable?

Will this be discharged or satisfied prior to or at settlement?

#### Are there attachments?

If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):

PROPERTY INTEREST REPORT AND CITY OF ONKAPARINGA - COUNCIL SEARCH

Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):

7ones

General Neighbourhood (GN)

Subzones

Nο

Zoning overlays

Overlavs

Affordable Housing

Hazards (Flooding - Evidence Required)

Native Vegetation

Prescribed Wells Area

Regulated and Significant Tree

Stormwater Management

Urban Tree Canopy

Is there a State heritage place on the land or is the land situated in a State heritage area?

Is the land designated as a local heritage place?

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?

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?

**Note** - For further information about the Planning and Design Code visit www.code.plan.sa.gov.au.

✓

NO

YES

NO

NO

UNKNOWN

YES

	section 127 - Condition	Is this item applicable?	
	(that continues to apply) of a development authorisation	Will this be discharged or satisfied prior to or at settlement?	
	a development admonsation	Are there attachments?	
	Mate. De met emit this items	If YES, identify the attachment(s)	
	[ <b>Note</b> - Do not omit this item. The item and its heading must	(and, if applicable, the part(s) containing the particulars):	
	be included in the attachment		
	even if not applicable.]		
		Date of authorisation:	
		Name of relevant authority that granted authorication:	
		Condition(s) of authorisation:	
	section 139 - Notice of	-ds this item applicable?	
.3			
.3	proposed work and notice may		
.3		Will this be discharged or satisfied prior to or at settlement?	
).3	proposed work and notice may	Will this be discharged or satisfied prior to or at settlement?  Are there attachments?	
).3	proposed work and notice may	Will this be discharged or satisfied prior to or at settlement?	
).3	proposed work and notice may	Will this be discharged or satisfied prior to or at settlement?  Are there attachments?  If YES, identify the attachment(s)	
.3	proposed work and notice may	Will this be discharged or satisfied prior to or at settlement?  Are there attachments?  If YES, identify the attachment(s)	
.3	proposed work and notice may	Will this be discharged or satisfied prior to or at settlement?  Are there attachments?  If YES, identify the attachment(s)	
.3	proposed work and notice may	Will this be discharged or satisfied prior to or at settlement?  Are there attachments?  If YES, identify the attachment(s)	
.3	proposed work and notice may	Will this be discharged or satisfied prior to or at settlement?  Are there attachments?  If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
.3	proposed work and notice may	Will this be discharged or satisfied prior to or at settlement?  Are there attachments?  If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):  Date of notice:	
.3	proposed work and notice may	Will this be discharged or satisfied prior to or at settlement?  Are there attachments?  If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
3	proposed work and notice may	Will this be discharged or satisfied prior to or at settlement?  Are there attachments?  If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):  Date of notice:	
3	proposed work and notice may	Will this be discharged or satisfied prior to or at settlement?  Are there attachments?  If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):  Date of notice:  Name of person giving notice of proposed work:	
3	proposed work and notice may	Will this be discharged or satisfied prior to or at settlement?  Are there attachments?  If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):  Date of notice:	
3	proposed work and notice may	Will this be discharged or satisfied prior to or at settlement?  Are there attachments?  If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):  Date of notice:  Name of person giving notice of proposed work:	
.3	proposed work and notice may	Will this be discharged or satisfied prior to or at settlement?  Are there attachments?  If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):  Date of notice:  Name of person giving notice of proposed work:	
.3	proposed work and notice may	Will this be discharged or satisfied prior to or at settlement?  Are there attachments?  If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):  Date of notice:  Name of person giving notice of proposed work:	
.3	proposed work and notice may	Will this be discharged or satisfied prior to or at settlement?  Are there attachments?  If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):  Date of notice:  Name of person giving notice of proposed work:  Building work proposed (as stated in the notice):	
3	proposed work and notice may	Will this be discharged or satisfied prior to or at settlement?  Are there attachments?  If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):  Date of notice:  Name of person giving notice of proposed work:	
.3	proposed work and notice may	Will this be discharged or satisfied prior to or at settlement?  Are there attachments?  If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):  Date of notice:  Name of person giving notice of proposed work:  Building work proposed (as stated in the notice):	
.3	proposed work and notice may	Will this be discharged or satisfied prior to or at settlement?  Are there attachments?  If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):  Date of notice:  Name of person giving notice of proposed work:  Building work proposed (as stated in the notice):	
3	proposed work and notice may	Will this be discharged or satisfied prior to or at settlement?  Are there attachments?  If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):  Date of notice:  Name of person giving notice of proposed work:  Building work proposed (as stated in the notice):	

29.4	section 140 - Notice requesting	-ls this item applicable?	
	access	Wilkthis be discharged or satisfied prior to or at settlement?	
		Are there attachments?	
		If YES, identify the attachment(s)	
		(and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Name of person requesting access:	
		The state of the s	
		Reason for which access is sought (as stated in the notice):	
		Activity of work to be carried out:	
29.5	section 141 - Order to remove	Ls this item applicable?	
	or perform work	Wilk this be discharged or satisfied prior to or at settlement?	
		Are there attachments?	
		If YES, identify the attachment(s)	
		(and, if applicable, the part(s) containing the particulars):	
		Date of order:	
		Terms of order:	
		Building work (if any) required to be carried out:	
		Amount payable (if any):	

29.6	section 142 - Notice to complete	- <del>Ls this item applicable?</del>	<b>-</b>
	development	Wilkthis be discharged or satisfied prior to or at settlement?	
		Are there attachments?	
		If YES, identify the attachment(s)	
		(and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Requirements of notice:	
		Building work (if any) required to be carried out:	
		Amount payable (if any):	
			-
29.7	section 155 - Emergency order	\s this item applicable?	-
	• ,	Will this be discharged or satisfied prior to or at settlement?	
		Are there attachments?	
		If YES, identify the attachment(s)	
		(and, if applicable, the part(s) containing the particulars):	
		Date of order:	
		Name of authorised officer who made order:	
		Name of authority that appointed the authorised officer:	
		,	
		Nature of order:	
		Ivadure of order.	
			1
		Amount payable (if any):	1
			<b>,</b>

29.8	section 157 - Fire safety notice	<del>ds this item applicable?</del>	
		Will this be discharged or satisfied prior to or at settlement?	
		Are there attachments?	
		If YES, identify the attachment(s)	
		(and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Name of authority giving notice:	
		Traine of authority giving house.	
		Requirements of notice:	
		Building work (if any) required to be carried out:	
		Amount payable (if any):	
-			
29.9	section 192 or 193 - Land	4s this item applicable?	
20.0	management agreement	Wilhthis be discharged or satisfied prior to or at settlement?	
		Are there attachments?	
		If YES, identity the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		(and, a spipe and are production of the spine and are producti	
		Date of agreement:	
		Date of agreements	
		Names of parties:	
		Terms of agreement:	

29.10	section 198(1) - Requirement to	-is this item applicable?	·
	vest land in a council or the	Will this be discharged or satisfied prior to or at settlement?	
	Crown to be held as open space	Are there attachments?	
		If YES, identify the attachment(s)	
		(and, if applicable, the part(s) containing the particulars):	
		Date requirement given:	
		Name of body giving requirement:	
		Nature of requirement:	
		Contribution no vable (if any)	
		Contribution payable (if any):	
00.11	ti 100(0)	to their thouse and in able 0	
29.11	section 198(2) - Agreement to vest land in a council or the	4s this item applicable?	· 📙
	Crown to be held as open space	Will this be discharged or satisfied prior to or at settlement?	
		Are there attachments?	
		If YES, identify the attachment(s)	
		(and, if applicable, the part(s) containing the particulars):	
		Date of agreement:	
		Date of agreement.	
		Names of parties:	
		Terms of agreement:	
		Contribution payable (if any):	
		Continuation payable (ii arry).	
			•

29.12	Part 16 Division 1 - Proceedings	-ls this item applicable?	_
		Will this be discharged or satisfied prior to or at settlement?	
		Are there attachments?	
		If YES, identify the attachment(s)	
		(and, if applicable, the part(s) containing the particulars):	7
		Date of commencement of proceedings:	7
		Date of determination or order (if any):	7
		Terms of determination or order (if any):	7
			_
29.13	section 213 - Enforcement notice	\s this item applicable?	
		Will this be discharged or satisfied prior to or at settlement?	
		Are there attachments?	
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date notice given:	
		Name of designated authority giving notice:	-1
		Nature of directions contained in notice:	٦
		Building work (if any) required to be carried out:	
		Amount payable (if any):	7
			_

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

<del>(s this item applicable?</del>
Will this be discharged or satisfied prior to or at settlement?
Are there attachments?
If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):
Date order made:
Name of court that made order:
Action number:
Names of parties:
Terms of order:
Building work (if any) required to be carried out:

#### Particulars relating to environment protection



#### 1-Interpretation

- (1) In this and the following items (items 1 to 7 inclusive)
  - domestic activity has the same meaning as in the Environment Protection Act 1993;
  - environmental assessment, in relation to land, means an assessment of the existence or nature or extent of
  - (a) site contamination (within the meaning of the Environment Protection Act 1993) at the land; or
  - (b) any other contamination of the land by chemical substances,
  - and includes such an assessment in relation to water on or below the surface of the land;

**EPA** means the Environment Protection Authority established under the Environment Protection Act 1993;

*pre-1 July 2009 site audit*, in relation to land, means a review (carried out by a person recognised by the EPA as an environmental auditor) that examines environmental assessments or remediation of the land for the purposes of determining-

- (a) the nature and extent of contamination of the land by chemical substances present or remaining on or below the surface of the land; and
- (b) the suitability of the land for a particular use; and
- (c) what remediation is or remains necessary for a particular use,

but does not include a site contamination audit (as defined below) completed on or after 1 July 2009;

*pre-1 July 2009 site audit report* means a detailed written report that sets out the findings of a pre-1 July 2009 site audit; *prescribed commercial or industrial activity*-see item 1(2);

**prescribed fee** means the fee prescribed under the *Environment Protection Act 1993* for inspection of, or obtaining copies of information on, the public register;

public register means the public register kept by the EPA under section 109 of the Environment Protection Act 1993;
site contamination audit has the same meaning as in the Environment Protection Act 1993;
site contamination audit report has the same meaning as in the Environment Protection Act 1993.

(2) For the purposes of this and the following items 1 to 7 inclusive), each of the following activities (as defined in Schedule 3 clause 2 of the *Environment Protection Regulations 2009*) is a prescribed commercial or industrial activity:

EPA Pre	escribed Commercial or Industrial Act	ivity
abrasive blasting	acid sulphate soil generation	agricultural activities
airports, aerodromes or aerospace industry	animal burial	animal dips or spray race facilities
animal feedlots	animal saleyards	asbestos disposal
asphalt or bitumen works	battery manufacture, recycling or disposal	breweries
brickworks	bulk shipping facilities	cement works
ceramic works	charcoal manufacture	coal handling or storage
coke works	compost or mulch production or storage	concrete batching works
curing or drying works	defence works	desalination plants
dredge spoil disposal or storage	drum reconditioning or recycling works	dry cleaning
electrical or electronics component manufacture	electrical substations	electrical transformer or capacitor works
electricity generation or power plants	explosives or pyrotechnics facilities	fertiliser manufacture
fibreglass manufacture	fill or soil importation	fire extinguisher or retardant manufacture
fire stations	fire training areas	foundry
fuel burning facilities	furniture restoration	gasworks
glass works	glazing	hat manufacture or felt processing
incineration	iron or steel works	laboratories
landfill sites	lime burner	metal coating, finishing or spray painting
metal forging	metal processing, smelting, refining or metallurgical works	mineral processing, metallurgical laboratories or mining or extractive industries
mirror manufacture	motor vehicle manufacture	motor vehicle racing or testing venues
motor vehicle repair or maintenance	motor vehicle wrecking yards	mushroom farming
oil recycling works	oil refineries	paint manufacture
pest control works	plastics manufacture works	printing works
pulp or paper works	railway operations	rubber manufacture or processing
scrap metal recovery	service stations	ship breaking
spray painting	tannery, fellmongery or hide curing	textile operations
transport depots or loading sites	tyre manufacture or retreading	vermiculture
vessel construction, repair or maintenance	waste depots	wastewater treatment, storage or disposal
water discharge to underground aquifer	wetlands or detention basins	wineries or distilleries
wood preservation works	woolscouring or wool carbonising works	works depots (operated by councils or utilities)

#### 2-Pollution and site contamination on the land-questions for vendor

Is the vendor aware of any of the following activities ever having taken place at the land: storage, handling or disposal of waste or fuel or other chemicals (other than in the ordinary course of domestic activities)? (a) importation of soil or other fill from a site at which-(b) an activity of a kind listed in paragraph (a) has taken place; or (i) a prescribed commercial or industrial activity (see item 1(2) above) has taken place? (ii) NO If YES, give details of all activities that the vendor is aware of and whether they have taken place before or after the vendor acquired an interest in the land: Is the vendor aware of any prescribed commercial or industrial activities (see item 1(2) above) ever having taken place at the land? (2)If YES, give details of all activities that the vendor is aware of and whether they have taken place before or after the vendor acquired an interest in the land: Is the vendor aware of any dangerous substances ever having been kept at the land pursuant to a licence under the Dangerous Substances Act 1979? NO If YES, give details of all dangerous substances that the vendor is aware of and whether they were kept at the land before or after the vendor acquired an interest in the land: Is the vendor aware of the sale or transfer of the land or part of the land ever having occurred subject to an agreement for the exclusion or limitation of liability for site contamination to which section 103E of the Environment Protection Act 1993 applies? NO If YES, give details of each sale or transfer and agreement that the vendor is aware of: Is the vendor aware of an environmental assessment of the land or part of the land ever having been carried out or (5) commenced (whether or not completed)? If YES, give details of all environmental assessments that the vendor is aware of and whether they were carried out or commenced before or after the vendor acquired an interest in the land:

Note-

These questions relate to details about the land that may be known by the vendor. A "YES" answer to the questions at items 2(1) or 2(2) may indicate that a *potentially contaminating activity* has taken place at the land (see sections 103C and 103H of the *Environment Protection Act 1993*) and that assessments or remediation of the land may be required at some future time.

A "YES" answer to any of the questions in this item may indicate the need for the purchaser to seek further information regarding the activities, for example, from the council or the EPA.

#### 3-Licences and exemptions recorded by EPA in public register

Does the EPA hold any of the following details in the public register:

(a)	details of a current licence issued under Part 6 of the Environment Protection Act 1993 to conduct any prescribed activity
	of environmental significance under Schedule 1 of that Act at the land?

NO

(b) details of a licence no longer in force issued under Part 6 of the *Environment Protection Act 1993* to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?

NO

(c) details of a current exemption issued under Part 6 of the *Environment Protection Act 1993* from the application of a specified provision of that Act in relation to an activity carried on at the land?

NO

(d) details of an exemption no longer in force issued under Part 6 of the *Environment Protection Act 1993* from the application of a specified provision of that Act in relation to an activity carried on at the land?

NO

(e) details of a licence issued under the repealed *South Australian Waste Management Commission Act 1979* to operate a waste depot at the land?

NO

(f) details of a licence issued under the repealed Waste Management Act 1987 to operate a waste depot at the land?

NO

(g) details of a licence issued under the repealed *South Australian Waste Management Commission Act 1979* to produce waste of a prescribed kind (within the meaning of that Act) at the land?

NO

(h) details of a licence issued under the repealed *Waste Management Act 1987* to produce prescribed waste (within the meaning of that Act) at the land?

NO

#### Note-

These questions relate to details about licences and exemptions required to be recorded by the EPA in the public register. If the EPA answers "YES" to any of the questions-

- in the case of a licence or exemption under the Environment Protection Act 1993-
  - the purchaser may obtain a copy of the licence or exemption from the public register on payment of the prescribed fee; and
  - the purchaser should note that transfer of a licence or exemption is subject to the conditions of the licence or exemption and the approval of the EPA (see section 49 of the Environment Protection Act 1993); and
- in the case of a licence under a repealed Act-the purchaser may obtain details about the licence from the public register on payment of the prescribed fee.

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

The EPA will not provide details about licences to conduct the following prescribed activities of environmental significance (within the meaning of Schedule 1 Part A of the *Environment Protection Act 1993*): waste transport business (category A), waste transport business (category B), dredging, earthworks drainage, any other activities referred to in Schedule 1 Part A undertaken by means of mobile works, helicopter landing facilities, marinas and boating facilities or discharges to marine or inland waters.

The EPA will not provide details about exemptions relating to-

- · the conduct of any of the licensed activities in the immediately preceding paragraph in this note; or
- noise.

#### 4-Pollution and site contamination on the land-details recorded by EPA in public register

Does	oes the EPA hold any of the following details in the public register in relation to the land or part of the land:	
(a)	a) details of serious or material environmental harm caused or threatened in the course of an activity (whether c	or not notified

` ,	under section 83 of the Environment Protection Act 1993)?
	NO
(b)	details of site contamination notified to the EPA under section 83A of the <i>Environment Protection Act</i> 1993?
(c)	a copy of a report of an environmental assessment (whether prepared by the EPA or some other person or body and whether or not required under legislation) that forms part of the information required to be recorded in the public register?
	NO
(d)	a copy of a site contamination audit report?
(e)	details of an agreement for the exclusion or limitation of liability for site contamination to which section 103E of the Environment Protection Act 1993 applies?
	NO
(f)	details of an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103l of the <i>Environment Protection Act 1993</i> ?  NO
(g)	details of an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the <i>Environment Protection Act 1993</i> ?
	NO
(h)	details of a notification under section 103Z(1) of the <i>Environment Protection Act 1993</i> relating to the commencement of a site contamination audit?
	NO
(i)	details of a notification under section 103Z(2) of the <i>Environment Protection Act 1993</i> relating to the termination before completion of a site contamination audit?  NO
()	details of records, held by the former South Australian Waste Management Commission under the repealed <i>Waste Management Act 1987</i> , of waste (within the meaning of that Act) having been deposited on the land between 1 January 1983 and 30 April 1995?
	NO
Note-	
	These questions relate to details required to be recorded by the EPA in the public register. If the EPA answers "YES" to any of the questions, the purchaser may obtain those details from the public register on payment of the prescribed fee.
5-Po	llution and site contamination on the land-other details held by EPA
Does	s the EPA hold any of the following details in relation to the land or part of the land:
(a)	a copy of a report known as a "Health Commission Report" prepared by or on behalf of the South Australian Health Commission (under the repealed <i>South Australian Health Commission Act 1976</i> )?
	NO
(b)	details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103l of the <i>Environment Protection Act 1993</i> ?
	NO
(c)	details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the <i>Environment Protection Act</i> 1993?
	NO

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

NO	
----	--

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

#### Note-

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

#### 6-Further information held by councils

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

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

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

NO

#### REFER TO CITY OF ONKAPARINGA - COUNCIL SEARCH

#### Note-

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

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

It should be noted that-

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

#### 7-Further information for purchasers

#### Note-

The purchaser is advised that other matters under the *Environment Protection Act 1993* (that is, matters other than those referred to in this Statement) that may be relevant to the purchaser's further enquiries may also be recorded in the public register. These include:

- details relating to environmental authorisations such as applications, applicants, locations of activities, conditions, suspension, cancellation or surrender of authorisations, disqualifications, testing requirements and test results;
- details relating to activities undertaken on the land under licences or other environmental authorisations no longer in force;
- · written warnings relating to alleged contraventions of the Environment Protection Act 1993;
- details of prosecutions and other enforcement action;
- details of civil proceedings;
- other details prescribed under the Environment Protection Act 1993 (see section 109(3)(1)).

Details of these matters may be obtained from the public register on payment to the EPA of the prescribed fee. If-

- an environment performance agreement, environment protection order, clean-up order, clean-up authorisation, site contamination assessment order or site remediation order has been registered on the certificate of title for the land; or
- a notice of declaration of special management area in relation to the land has been gazetted; or
- a notation has been made on the certificate of title for the land that a site contamination audit report has been prepared in respect of the land;
   or
- · a notice of prohibition or restriction on taking water affected by site contamination in relation to the land has been gazetted,

it will be noted in the items under the heading *Environment Protection Act 1993* under the Table of Particulars in this Statement. Details of any registered documents may be obtained from the Lands Titles Registration Office.

#### **ANNEXURES**

## \* The following documents are annexed hereto -\* Form R3 - Buyers Information Notice \* Form R7 - Warning Notice \* Copy of Certificate(s) of Title to the land \* Deposited Plan - D95240 \* Property Interest Report \* Council Search \* Certificate of Emergency Services Levy Payable \* Certificate of Land Tax Payable \* SA Water Certificate of Charges \* Residential Tenancy Agreement **ACKNOWLEDGEMENT OF RECEIPT** \* I / We, the abovenamed Purchaser(s), hereby acknowledge having received this day this Statement under section 7 under the Land and Business (Sale and Conveyancing) Act with the annexures as set out above. **Dated** this Day of 20

(\*Strike out whichever is not applicable)

Purchaser(s)

Signed:

## Form R3

## Buyers information notice

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 recommends that you check the website: www.cbs.sa.gov.au

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

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

#### Safety

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

#### **Enjoyment**

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

#### Value

- Are there any **illegal or unapproved additions**, extensions or alterations to the buildings on the property?
- How **energy efficient** is the home, including appliances and lighting? What **energy sources** (eq 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

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.

## Form R7

## Warning Notice

#### Financial and Investment Advice

Land and Business (Sale and Conveyancing) Act 1994 section 24B Land and Business (Sale and Conveyancing) Regulations 2010 regulation 21

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

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

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

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



Product
Date/Time
Customer Reference
Order ID

Register Search (CT 6150/248) 15/10/2024 04:12PM RT29488 20241015008931

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 6150 Folio 248

Parent Title(s) CT 5273/730

Creating Dealing(s) RTU 12230808

Title Issued 19/12/2014 Edition 4 Edition Issued 14/02/2023

## **Estate Type**

**FEE SIMPLE** 

## **Registered Proprietor**

IGBENIJE PROPERTY PTY. LTD. (ACN: 662 245 445)
OF 15 GRIFFIN AVENUE NORTH TAMWORTH NSW 2340

## **Description of Land**

ALLOTMENT 1 DEPOSITED PLAN 95240 IN THE AREA NAMED MORPHETT VALE HUNDRED OF NOARLUNGA

#### **Easements**

NIL

## **Schedule of Dealings**

Dealing Number Description

13972940 MORTGAGE TO PERPETUAL CORPORATE TRUST LTD. (ACN: 000 341 533)

#### **Notations**

Dealings Affecting Title NIL

Priority Notices NIL

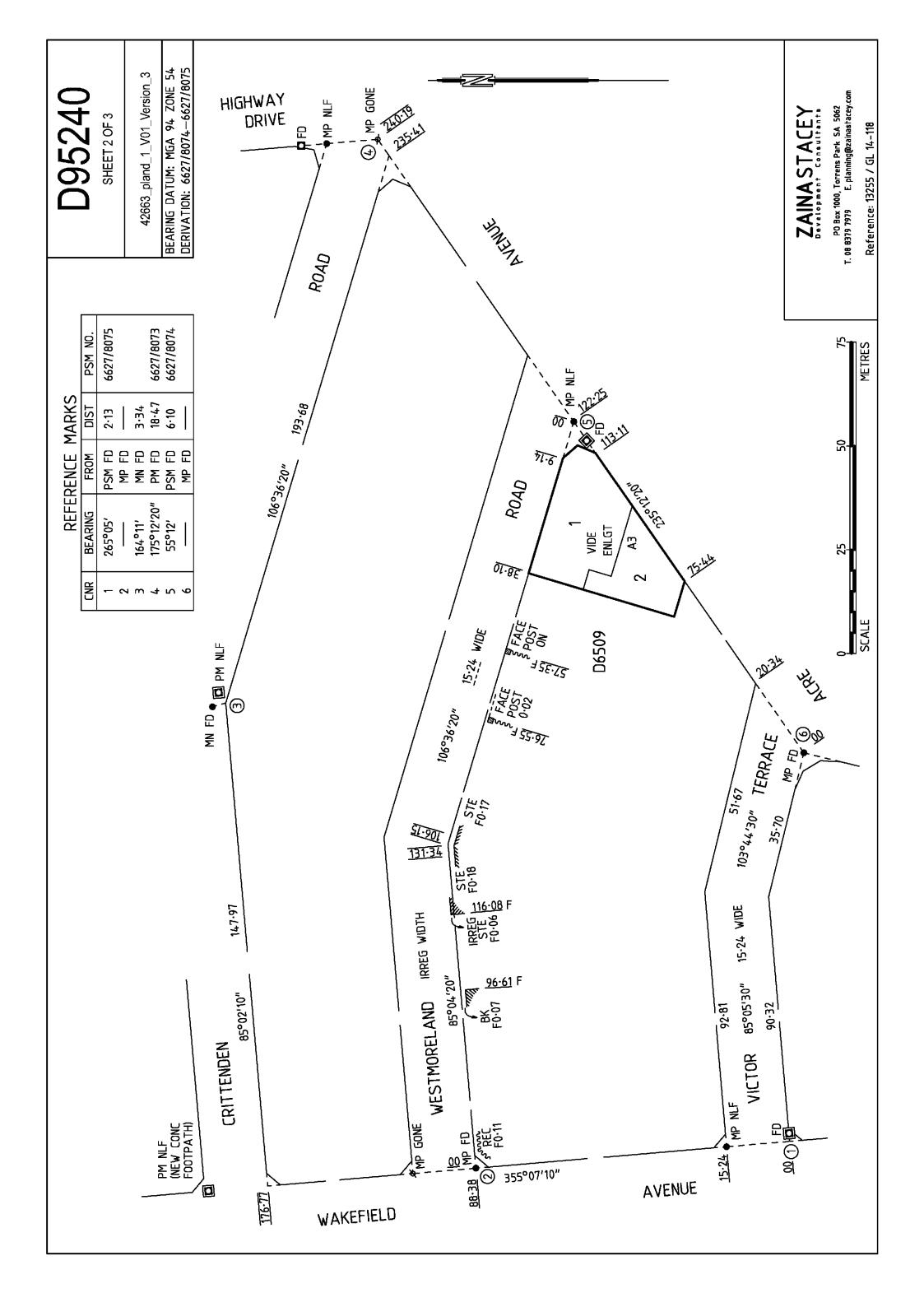
Notations on Plan NIL

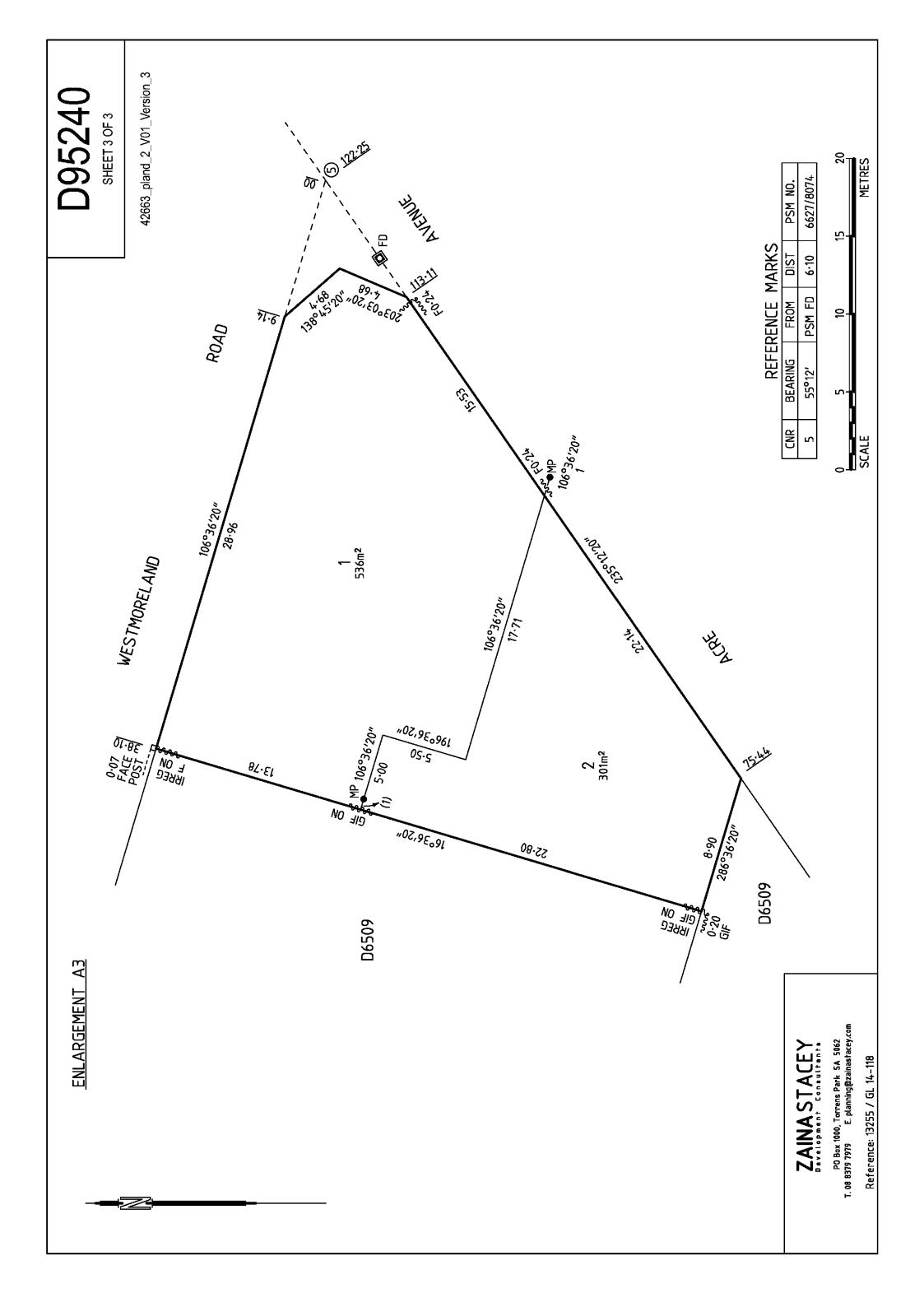
Registrar-General's Notes NIL

Administrative Interests NIL

Land Services SA Page 1 of 1

יומטמנות	NOISINIC		MODDHETT VALE		.מיזיינים מי	
TURFOURE:		AKEA IVAIVIE:			APPROVED: GARY WOODCOCK 01/12/2014	
MAP REF:	6627/11/H	COUNCIL:	CITY OF ONKAPARINGA			D05240
LAST PLAN:		DEVELOPMENT NO: 145/D279/13/001/39982	145/D279/13/001/39982		DEPOSITED: GARY WOODCOCK 08/12/2014	SHEET 1 OF 3 42663_text_01_v03_Version_3
AGENT DETAILS: AGENT CODE: REFERENCE:	ZAINA STACEY PTY LTD PO BOX 1000 TORRENS PARK SA 5062 PH: 0433405050 FAX: 08 83577861 MMUP	SURVEYORS CERTIFICATION:	I ROCCO CAVALLO , a licer supervision and in accordar 13th day of November 2014	I ROCCO CAVALLO , a licensed surveyor do hereby certify - 1) That this plan has been made from surveys carried out by me or under my personal supervision and in accordance with the Survey Act 1992. 2) That the field work was completed on the 1st day of May 2014 13th day of November 2014 Rocco Cavallo Licensed Surveyor	plan has been made from surver d work was completed on the 1s	s carried out by me or under my personal day of May 2014
SUBJECT TITLE DETAILS: PREFIX VOLUME FOLIC CT 5273 730	ETAILS: E FOLIO OTHER PARCEL 730 ALLOTMENT(S)	NUMBER 129	3ER PLAN	NUMBER HUNDRED / IA / DIVISION 6509 NOARLUNGA	NMOT NOI	REFERENCE NUMBER
OTHER TITLES AFFECTED:	FECTED:					
EASEMENT DETAILS: STATUS LAN	ILS: LAND BURDENED FORM CATEGORY	IDENTIFIER	RURPOSE	IN FAVOUR OF	OF	CREATION
ANNOTATIONS: N	NO OCCUPATION ON THE SUBJECT LAND BOUNDARIES UNLESS SHOWN OTHERWISE	IOWN OTHERWISE				





## **Property Interest Report**

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

Title Reference CT 6150/248 Reference No. 2614882

IGBENIJE PROPERTY PTY. LTD. **Registered Proprietors** Prepared 15/10/2024 16:12

Address of Property 20 WESTMORELAND ROAD, 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

Refer to the Certificate of Title

Prescribed encumbrance

Particulars (Particulars in bold indicates further information will be provided)

Refer to the Certificate of Title for details of any restrictive covenants as an

#### 1. General

1.1 Mortgage of land Refer to the Certificate of Title

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

1.2 Easement

(whether over the land or annexed to the

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

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

1.3 Restrictive covenant

> [Note - Do not omit this item. The item and its heading must be included in the statement

even if not applicable.]

Lease, agreement for lease, tenancy 1.4 agreement or licence

(The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)

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

also

encumbrance

Contact the vendor for these details

Refer to the Certificate of Title

1.5 Refer to the Certificate of Title Caveat

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 šite or object

2.2 section 24 - Directions prohibiting or restricting access to, or activities on, a site or Aboriginal Affairs and Reconciliation in AGD has no registered entries for Aboriginal sites or objects affecting this title

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

CT 6150/248

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 State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title order also Contact the Local Government Authority for other details that might apply 5.12 Part 11 Division 2 - Proceedings Contact the Local Government Authority for other details that might apply also Contact the vendor for these details

#### 6. Repealed Act conditions

6.1 Condition (that continues to apply) of an approval or authorisation granted under the Building Act 1971 (repealed), the City of Adelaide Development Control Act, 1976 (repealed), the Planning Act 1982 (repealed) or the Planning and Development Act 1966 (repealed)

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

section 103J - Site remediation order that is

special management area in relation to the land (due to possible existence of site

section 103N - Notice of declaration of

registered in relation to the land

contamination)

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

also

Contact the Local Government Authority for other details that might apply

#### 7. Emergency Services Funding Act 1998

7.1 section 16 - Notice to pay levy

An Emergency Services Levy Certificate will be forwarded. If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.

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

EPA (SA) does not have any current Orders registered on this title

EPA (SA) does not have any current Orders registered on this title

#### 8. Environment Protection Act 1993

٥.		. 2000	
8.1	Section 59 - Environment pr agreement that is registered land		PA (SA) does not have any current Performance Agreements registered on this title
8.2	section 93 - Environment pr that is registered in relation		EPA (SA) does not have any current Environment Protection Orders registered on this tle
8.3	section 93A - Environment relating to cessation of activ registered in relation to the	vity that is	PA (SA) does not have any current Orders registered on this title
8.4	section 99 - Clean-up order in relation to the land	that is registered E	EPA (SA) does not have any current Clean-up orders registered on this title
8.8	section 100 - Clean-up auth registered in relation to the		EPA (SA) does not have any current Clean-up authorisations registered on this title
8.6	section 103H - Site contam assessment order that is re to the land		EPA (SA) does not have any current Orders registered on this title

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8.7

8.8

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

## 16. Housing Improvement Act 2016

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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. <i>La</i>	and Acquisition Act 1969	
17.1	section 10 - Notice of intention to acquire	Refer to the Certificate of Title for any notice of intention to acquire also
		Contact the Local Government Authority for other details that might apply
18. <i>La</i>	andscape 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
	unauthorised activity	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

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	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. <i>La</i>	and Tax Act 1936	
19.1	Notice, order or demand for payment of land tax	A Land Tax Certificate will be forwarded. If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.
		Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates www.revenuesaonline.sa.gov.au
20. <i>La</i>	ocal 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. <i>La</i>	ocal 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. La	ocal 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. <i>M</i>	etropolitan 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. <i>M</i>	ining 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

Contact the vendor for these details

24.8

section 82(1) - Deemed consent or agreement

24.9 Proclamation with respect to a private mine Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title

#### 25. Native Vegetation Act 1991

vegetation

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	DEW Native Vegetation has no record of any agreement affecting this title
	regarding achievement of environmental benefit by accredited third party provider	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	DEW Native Vegetation has no record of any refusal or condition affecting this title

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

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

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

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

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

28.1 section 23(1) - Notice of contribution payable

The Phylloxera and Grape Industry Board of South Australia has no vineyard registered against this title. However all properties with greater than 0.5 hectares of planted vines are required to be registered with the board

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

29.1 Part 5 - Planning and Design Code [Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]

Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated.

also

Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title

also

For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority

also

Contact the Local Government Authority for other details that might apply to a place of local heritage value

also

For details of declared significant trees affecting this title, contact the Local Government Authority

also

#### **Code Amendment**

Residential Driveway Crossovers –draft design standard aiming to improve public safety and enhance streetscapes across SA. Minor changes to the Planning and Design Code have also been drafted to complement the design standard and support its delivery and are open for consultation as part of this process. For more information, refer to the 'Code Amendments' page on the PlanSA portal: https://plan.sa.gov.au/have\_your\_say/ or phone PlanSA on 1800752664.

#### **Code Amendment**

Statewide Bushfire Hazards Overlay - aims to review the current policy framework (spatial layers and policy content) of the six Hazard (Bushfire Risk) Overlays as well as explore other planning instruments and mechanisms to assist in mitigating bushfire hazard impacts. Please note that this Code Amendment only applies to a portion of some council areas. To understand if your property is affected, please check the bushfire hazard map at https://plus.geodata.sa.gov.au/bushfire/index.html. For more information, please visit https://plan.sa.gov.au/have\_your\_say/ or contact PlanSA via email (PlanSA@sa.gov.au) or telephone (1800 752 664).

#### **Code Amendment**

Ancillary Accommodation and Student Accommodation Definitions Review Code Amendment - The Chief Executive of the Department for Trade and Investment has initiated the Ancillary Accommodation and Student Accommodation Definitions Review Code Amendment to review the definitions for 'ancillary accommodation' and 'student accommodation'. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal https://plan.sa.gov.au/have\_your\_say/general\_consultations or phone PlanSA on 1800752664.

29.2 section 127 - Condition (that continues to apply) of a development authorisation [ **Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]

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

also

Contact the Local Government Authority for other details that might apply

29.3 section 139 - Notice of proposed work and

Contact the vendor for these details

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	notice may require access	
29.4	section 140 - Notice requesting access	Contact the vendor for these details
29.5	section 141 - Order to remove or perform work	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title
		also
		Contact the Local Government Authority for other details that might apply
29.6	section 142 - Notice to complete development	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title
		also
		Contact the Local Government Authority for other details that might apply
29.7	section 155 - Emergency order	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title
		also
		Contact the Local Government Authority for other details that might apply
29.8	section 157 - Fire safety notice	Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any order or notice affecting this title
		also
		Contact the Local Government Authority for other details that might apply
29.9	section 192 or 193 - Land management agreement	Refer to the Certificate of Title
29.10	section 198(1) - Requirement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
	Space	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	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
	space	also
		Contact the Local Government Authority for other details that might apply
29.12	Part 16 Division 1 - Proceedings	Contact the Local Government Authority for details relevant to this item
		also
		Contact the vendor for other details that might apply
29.13	section 213 - Enforcement notice	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
		also
		Contact the Local Government Authority for other details that might apply
29.14	section 214(6), 214(10) or 222 - Enforcement order	Contact the Local Government Authority for details relevant to this item
	uluci	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. <i>Pi</i>	lant Health Act 2009	
00.4	and a continuous of the contin	Plant Hardbir PIDOA has a second of according an advantage of the Co. 100

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

section 8 or 9 - Notice or order concerning pests

30.1

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

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Part 3 - Notice Public Health in DHW has no record of any notice or direction affecting this title 31.1 also Contact the Local Government Authority for other details that might apply 31.2 Public and Environmental Health (Waste Public Health in DHW has no record of any condition affecting this title Control) Regulations 2010 (or 1995) (revoked) Part 2 - Condition (that continues to also apply) of an approval Contact the Local Government Authority for other details that might apply 31.3 Public and Environmental Health (Waste Public Health in DHW has no record of any order affecting this title Control) Regulations 2010 (revoked) regulation 19 - Maintenance order (that has also not been complied with) 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 Public Health in DHW has no record of any direction or requirement affecting this title spread of disease 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) Public Health in DHW has no record of any condition affecting this title Regulations 2013 Part 4 - Condition (that continues to apply) of an approval 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 An SA Water Certificate will be forwarded. 34.1 Notice or order under the Act requiring payment of charges or other amounts or If you do not receive the certificate please contact the SA Water Customer Contact making other requirement 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 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) DEW has no record of any condition affecting this title of a permit 35.2 section 125 (or a corresponding previous DEW has no record of any notice affecting this title

### 36. Other charges

enactment) - Notice to pay levy

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

Refer to the Certificate of Title

also

Contact the vendor for these details

alsc

Contact the Local Government Authority for other details that might apply

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## Other Particulars

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

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

### **Additional Information**

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

11168	These items are not prescribed encumbrances or other particulars prescribed under the Act.				
1.	Pipeline Authority of S.A. Easement	Epic Energy has no record of a Pipeline Authority Easement relating to this title			
2.	State Planning Commission refusal	No recorded State Planning Commission refusal			
3.	SA Power Networks	SA Power Networks has no interest other than that recorded on the attached notice or registered on the Certificate of Title			
4.	South East Australia Gas Pty Ltd	SEA Gas has no current record of a high pressure gas transmission pipeline traversing this property			
5.	Central Irrigation Trust	Central Irrigation Trust has no current records of any infrastructure or Water Delivery Rights associated to this title.			
6.	ElectraNet Transmission Services	ElectraNet has no current record of a high voltage transmission line traversing this property			
7.	Outback Communities Authority	Outback Communities Authority has no record affecting this title			
8.	Dog Fence (Dog Fence Act 1946)	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 (Heritage Places Act 1993)	Heritage Branch in DEW has no record of any World, Commonwealth or National Heritage interest affecting this title			
11.	Health Protection Programs – Department for Health and Wellbeing	Health Protection Programs in the DHW has no record of a public health issue that currently applies to this title.			

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#### **Notices**

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

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

#### **Building restrictions**

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

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

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

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

#### Statutory easements

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

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

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

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

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

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

#### Land Tax Act 1936 and Regulations thereunder

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

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

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

Information should be obtained from:

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

#### Landscape South Australia 2019

Water Resources Management - Taking of underground water

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

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

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

## City Of Onkaparinga PO Box 1 Noarlunga Centre SA 5168



Telephone (08) 8384 0666

### Certificate No: S73918/2024

#### IMPORTANT INFORMATION REGARDING SEARCHES

Robbins Conveyancing PO Box 70 BELAIR SA 5052

#### **Attention Conveyancers**

- o Section 187 certificate update request free of charge (One Update):
  - o Penalties and interest, property charges, payments or dishonoured payments can impact account balances on a daily basis.

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

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

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

- o BPAY biller code added to searches to enable electronic settlement of funds
  - Our BPAY biller code is now detailed on each search, enabling settlement funds to be disbursed to Council electronically. Please note that this is Councils preferred method payment and we request that you cease the use of cheques to affect settlement.
- O How to advise Council of change of ownership?

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

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

Yours sincerely

City Of Onkaparinga

## City Of Onkaparinga PO Box 1

Noarlunga Centre SA 5168



Certificate No: S73918/2024

Telephone (08) 8384 0666

**Property Information And Particulars** 

In response to an enquiry pursuant to Section 7 of the

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

**TO:** Robbins Conveyancing

PO Box 70

BELAIR SA 5052

#### **DETAILS OF PROPERTY REFERRED TO:**

ASSESSMENT NO : 111954 VALUER GENERAL NO : 8641946011 VALUATION : \$485,000.00

OWNER : Igbenije Property Pty Ltd

PROPERTY ADDRESS : 20 Westmoreland Road MORPHETT VALE SA 5162

VOLUME/FOLIO : CT-6150/248

LOT/PLAN NUMBER : Allotment 1 DP 95240

WARD : 03 Knox Ward

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

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

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

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

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

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

#### **INFORMATION NOTE**

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

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

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

Section 42

Condition (that continues to apply) of a development authorisation

NO

### 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 (Flooding - Evidence Required)**

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

#### **Native Vegetation**

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

#### **Prescribed Wells Area**

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

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

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

#### **Stormwater Management**

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

#### **Urban Tree Canopy**

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

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

NO

Is the land designated as a Local Heritage Place?

NO

Open the SA Heritage Places Database Search tool to find the locations' Heritage Place Details. <a href="http://maps.sa.gov.au/heritagesearch/HeritageSearchLocation.aspx">http://maps.sa.gov.au/heritagesearch/HeritageSearchLocation.aspx</a>

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 significate 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. <a href="https://code.plan.sa.gov.au/">https://code.plan.sa.gov.au/</a>

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 <u>Land Services SA</u> provides information necessary for Conveyancers to complete the Vendor's Statement.

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

Section 127

Condition (that continues to apply) of a development authorisation

NO

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

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

Section 50(1)

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

NO

Section 50(2)

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

NO

Section 55

Order to remove or perform work

NO

Section 56

Notice to complete development

NO

Section 57

Land management agreement

NO

Section 69

Emergency order

NO

Section 71 (only)	
Fire safety notice	NO
Section 84 Enforcement notice	NO
Emoreement notice	110
Section 85(6), 85(10) or 106	NO
Enforcement Order	NO
Part 11 Division 2	
Proceedings	NO
Fire and Emergency Services Act 2005	
Section 105F (or section 56 or 83 (repealed) Notice	NO
Section 56 (repealed)	110
Notice issued	NO
T	
Food Act 2001	
Section 44 Improvement notice issued against the land	NO
Section 46 Prohibition order	NO
Housing Improvement Act 1940 (repealed)	
Section 23 Declaration that house is undesirable or unfit for human habitation	NO
Land Acquisition Act 1969	
Section 10 Notice of intention to acquire	NO
1	
Local Government Act 1934 (repealed)	
Notice, order, declaration, charge, claim or demand given or made under the Act	NO
Local Government Act 1999	
Notice, order, declaration, charge, claim or demand given or made under the Act	NO
Refer to separate attachment for Rates and Charges	
-	

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

Section 30 Nuisance or litter abatement notice <u>issued against the land</u>	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

#### 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

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

Are you aware of any encroachment on the easement?

NO

Lease, agreement for lease, tenancy agreement or licence (The information does not include the information about sublease or subtenancy.

NO

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

Caveat

#### 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 16 October 2024

Thomas Caiapich (Acting) Team Leader Development Support **AUTHORISED OFFICER** 

City of Onkaparinga PO Box 1 Noarlunga Centre, SA 5168



T: (08) 8384 0666

E: mail@onkaparinga.sa.gov.au

#### For your information:

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

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

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

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

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

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

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

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

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

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

If lodging in person at the LTO – Please send the change of ownership advice to us via <a href="mail@onkaparinga.sa.gov.au">mail@onkaparinga.sa.gov.au</a>. Electronic settlement of funds is still preferred.



#### LOCAL GOVERNMENT RATES SEARCH

**TO:** Robbins Conveyancing 16 October 2024

PO Box 70

BELAIR SA 5052

#### **DETAILS OF PROPERTY REFERRED TO:**

 Property ID
 : 76813

 Valuer General No
 : 8641946011

 Valuation
 : \$485,000.00

Owner : Igbenije Property Pty Ltd

Property Address : 20 Westmoreland Road MORPHETT VALE SA 5162

Volume/Folio : CT-6150/248

Lot/Plan No : Allotment 1 DP 95240

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 \$0.00

0.75416%)

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

#### Total Rates Levied 2024-2025 \$1,710.80

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	-\$426.80
Overpayment	\$0.00
Legal Fees (current)	\$0.00
Legal Fees (arrears)	\$0.00
Refunds, Rates Remitted, Small Balance Adjustments or Rate Capping Rebate	\$0.00
Balance - rates and other monies due and payable	\$1,284.00
Property Related Debts	\$0.00

BPAY Biller Code: 421503 TOTAL BALANCE \$1,284.00

**Ref:** 1582790768139

AUTHORISED OFFICER

This statement is made the 16 October 2024

Haylie Thomas



## 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:

DATE OF ISSUE

2614882

16/10/2024

ROBBINS CONVEYANCING GROUP PTY LTD LAUREN ROBBINS POST OFFICE BOX 70 BELAIR SA 5052

**ENQUIRIES:** 

Tel: (08) 8226 3750 Email: revsaesl@sa.gov.au

OWNERSHIP NUMBER OWNERSHIP NAME

71291298 IGBENIJE PROPERTY PTY. LTD.

PROPERTY DESCRIPTION

20 WESTMORELAND RD / MORPHETT VALE SA 5162 / LT 1 D95240

ASSESSMENT NUMBER TITLE REF. CAPITAL VALUE AREA / FACTOR LAND USE / FACTOR

(A "+" indicates multiple titles)

R4 RE

= AMOUNT PAYABLE

8641946011 CT 6150/248 \$485,000.00 1.000 0.400

**LEVY DETAILS: FIXED CHARGE** 50.00 + VARIABLE CHARGE \$ 182.70 **FINANCIAL YEAR** - REMISSION \$ 112.50 2024-2025 - CONCESSION \$ 0.00 + ARREARS / - PAYMENTS \$ -120.20

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** 

14/01/2025



0.00

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



#### **CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE**

\$

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

#### Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

Visit: <a href="www.revenuesa.sa.gov.au">www.revenuesa.sa.gov.au</a>
Email: <a href="mailto:revsupport@sa.gov.au">revsupport@sa.gov.au</a>

Phone: (08) 8226 3750

#### PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

Online at: OR By Post to:

www.revenuesaonline.sa.gov.au RevenueSA

Locked Bag 555 ADELAIDE SA 5001

**OFFICIAL: Sensitive** 



## **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.

ROBBINS CONVEYANCING GROUP PTY LTD LAUREN ROBBINS POST OFFICE BOX 70 BELAIR SA 5052

PIR Reference No: 2614882

DATE OF ISSUE

16/10/2024

**ENQUIRIES:** 

Tel: (08) 8226 3750 Email: landtax@sa.gov.au

**OWNERSHIP NAME** 

**FINANCIAL YEAR** 

2024-2025

IGBENIJE PROPERTY PTY. LTD.

PROPERTY DESCRIPTION

20 WESTMORELAND RD / MORPHETT VALE SA 5162 / LT 1 D95240

**ASSESSMENT NUMBER** 

TITLE REF.

**TAXABLE SITE VALUE** 

**AREA** 

(A "+" indicates multiple titles) CT 6150/248

\$245,000.00

0.0536 HA

0.00

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

**CURRENT TAX** 

8641946011

0.00

SINGLE HOLDING

- DEDUCTIONS

0.00

0.00

0.00

- PAYMENTS

= AMOUNT PAYABLE

+ ARREARS

0.00

Please Note:

If the Current Tax details above indicate a Nil amount, the property may be subject to an Exemption. This exemption should be validated prior to settlement. In order to ensure indemnity for the purchaser of this land, full payment of the amount payable is required:

ON OR BEFORE

14/01/2025



See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



**CERTIFICATE OF LAND TAX PAYABLE** 

**PAYMENT REMITTANCE ADVICE** 

No payment is required on this Certificate

#### Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

Visit: <a href="www.revenuesa.sa.gov.au">www.revenuesa.sa.gov.au</a>
Email: <a href="mailto:revsupport@sa.gov.au">revsupport@sa.gov.au</a>

Phone: (08) 8226 3750

#### PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

Online at: OR By Post to:

www.revenuesaonline.sa.gov.au RevenueSA

Locked Bag 555 ADELAIDE SA 5001

**OFFICIAL: Sensitive** 



Account Number L.T.O Reference Date of issue Agent No. Receipt No. 86 41946 01 1 CT6150248 16/10/2024 8199 2614882

ROBBINS CONVEYANCING GROUP PTY LTD PO BOX 70

Section 7/Elec

BELAIR SA 5052

info@robbinsconveyancing.com.au

## Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: IGBENIJE PROPERTY PTY. LTD.

Location: 20 WESTMORELAND RD MORPHETT VALE LT 1 D95240

Description: 5HCP Capital \$ 485 000

Value:

Rating: Residential

Periodic charges

Raised in current years to 30/9/2024

\$
Arrears as at: 30/6/2024 : 374.32

Water main available: 1/7/2015 Water rates : 78.60 Sewer main available: 1/7/2015 Sewer rates : 86.95

Water use : 79.69
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 : 619.56CR 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: 4/12/2024

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

The last Water Use Year ended on 28/05/2024.

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

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





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/





### South Australian Water Corporation

Name: Water & Sewer Account IGBENIJE PROPERTY PTY. LTD. Acct. No.: 86 41946 01 1 Amount: \_\_\_\_\_\_

Address: 20 WESTMORELAND RD MORPHETT VALE LT 1 D95240

## **Payment Options**



**EFT Payment** 

Bank account name: SA Water Collection Account

BSB number: 065000
Bank account number: 10622859

Payment reference: 8641946011

B

Biller code: 8888 Ref: 8641946011

Telephone and Internet Banking — BPAY®

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



Paying online

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



Paying by phone

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

SA Water account number: 8641946011



## Section 48 Notice This notice is to be retained by the Tenant



Sec	ction 48 of	to be provided by landlords to tenants  f the <i>Residential Tenancies Act 1995</i> requires that a land tenant enter into a residential tenancy agreement cert	lord mus	t ensure that a tenant is gi mation.	ven, before or at the time the		
	. AGENT: Company Name/Legal Entity: Premier Real Estate Pty Ltd						
	Company Representative: Eduard Gjergji						
	ABN (if a	pplicable): 56 653 502 795	RLA No:	314485			
	Street 1:	12th floor/760 Anzac Hwy					
	Street 2:						
	Suburb: Glenelg State: SA Postcode: 5045						
	Telephor	ne: W: 0492427777		M: 0492427777			
	Email: eduard@premier-re.com.au						
	Address	for service of documents if different to above:					
2.	LANDLO	PRD 1: Full Name: Timothy Igbenije					
	Address	for service of documents for Landlord 1 (cannot be Age	nt's addr	ess for service):			
	Street 1:						
	Street 2:						
	Suburb:		State:		Postcode:		
	ABN (if a	pplicable):					
	LANDLO	PRD 2: Full Name: Linda Igbenije					
	Address	for service of documents for Landlord 2 if different from	n Landlo	rd 1 (cannot be Agent's ad	dress for service):		
	Street 1:						
	Street 2:						
	Suburb:		State:		Postcode:		
	ABN (if a	pplicable):					
	If landlor	d is a company, address of registered office of the comp	nany if di	fferent to above:			
	Street 1:		,				
	Street 2:						
	Suburb:		State:		Postcode:		
	Are there	e additional landlords? Yes If yes, refer to An	nexure -	Additional Landlords			
3.	PERSON	(S) WITH SUPERIOR TITLE TO LANDLORD (if applica	ble)				
	Street 1:						
	Street 2:						
	Suburb:		State:		Postcode:		
	ABN (if a	pplicable):					
				14	IITIAI C		
					NITIALS itials not required if using electronic signature		

## Residential 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: Premier Real Estate Pty Ltd Company Representative: Eduard Gjergji ABN (if applicable): 56 653 502 795 RLA No: 314485 Street 1: 12th floor/760 Anzac Hwy Street 2: Suburb: Glenelg State: SA Postcode: 5045 Telephone: W: 0492427777 M: 0492427777 Email: eduard@premier-re.com.au ✓ The Agent consents to the above email address being used for the purposes of service under the Residential Tenancies Act 1995. 2. LANDLORD 1: Full Name: Timothy Igbenije Address for service of documents for Landlord 1 (cannot be Agent's address for service): Street 1: Street 2: Suburb: State: Postcode: ABN (if applicable): LANDLORD 2: Full Name: Linda Igbenije Address for service of documents for Landlord 2 if different from above (cannot be Agent's address for service): Street 1: Street 2: Suburb: State: Postcode: ABN (if applicable): Are there additional landlords? Yes If yes, refer to Annexure - Additional Landlords 3. TENANT 1: Full Name: Kisan Shrestha Telephone: Email address for service of documents: kisancrest211@gmail.com TENANT 2: Full Name: Prabisha Shrestha Telephone: Email address for service of documents: prabishashrestha12@gmail.com **TENANT 3:** Full Name: Telephone: Email address for service of documents: **TENANT 4:** Full Name: Telephone: Email address for service of documents: Are there additional Tenants? Yes If yes, refer to Annexure - Additional Tenants 4. PREMISES Street 1: 20 Westmoreland Rd Street 2: Suburb: Morphett Vale State: SA Postcode: 5162 5. TERM ✓ Fixed: Commencement Date: 18 / 02 / 2025 End Date: 17 / 02 / 2025 Periodic: Commencement Date: and continues until terminated in accordance with this Agreement Initials not required if using electronic signature

# Residential Tenancy Agreement: Schedule



6.	RENT						
	Amount: Words: FIVE HUNDREAD TWENTY DOLLARS	\$ 520					
	Per (period): WEEK						
	Payable in advance: Weekly 🗸 Fortnightly 🗌 Calendar monthly						
	Payments: First Payment of \$ 1040 on 18 / 02 / 2024 with the						
	next payment of \$ on ////						
	and thereafter: \$ 1040 on the day of each FORTNIC	GHT					
	Payment Method: Internet Transfer						
	B	DIVINITED BY WITH THIRLING					
	<b>Note:</b> Payment of rent will be taken to have been made when it is credited to the bank account. The Tenal	nt must take into consideration					
	any delays in crediting the bank account caused by the method of rent payment.						
7.	BOND						
	Words: THREE THOUSAND	\$ 3000					
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 s						
	If the Property is not individually metered for a service, the Tenant must pay an apportionment of the cost of the s Service Apportion						
	Service Apportion						
9.	Service Apportion  INSURANCE (Clause 3.1.13)						
9.	Service Apportion  INSURANCE (Clause 3.1.13)  Responsibility for insurance of the premises ✓ Landlord	nent					
9.	Service Apportion  INSURANCE (Clause 3.1.13)  Responsibility for insurance of the premises ✓ Landlord						
	Service Apportion  INSURANCE (Clause 3.1.13)  Responsibility for insurance of the premises ✓ Landlord	nent					
	Service Apportion  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)	nent					
	Service Apportion  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)  EXCLUSION OF ANY PART OF PROPERTY	nent					
	Service Apportion  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)  EXCLUSION OF ANY PART OF PROPERTY	nent					
	Service Apportion  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)  EXCLUSION OF ANY PART OF PROPERTY	nent					
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10	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)  EXCLUSION OF ANY PART OF PROPERTY  Parts of property not included in this agreement:  PETS APPROVED	nent					
10	Service Apportion  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)  EXCLUSION OF ANY PART OF PROPERTY  Parts of property not included in this agreement:  PETS APPROVED  No	nent					
10	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)  EXCLUSION OF ANY PART OF PROPERTY  Parts of property not included in this agreement:  PETS APPROVED	nent					
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10	Service Apportion  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)  EXCLUSION OF ANY PART OF PROPERTY  Parts of property not included in this agreement:  PETS APPROVED  No	nent					
10	Service Apportion  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)  EXCLUSION OF ANY PART OF PROPERTY  Parts of property not included in this agreement:  PETS APPROVED  No	nent					
10	Service Apportion  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)  EXCLUSION OF ANY PART OF PROPERTY  Parts of property not included in this agreement:  PETS APPROVED  No	rent  ✓ Tenant					



# Residential Tenancy Agreement: Schedule

12. REPAIR INSTRUCTIONS	
✓ Always contact Agent	
Nominated contact	
Contact 1:	
Name:	Telephone:
Contact 2:	
Name:	Telephone:
13. ADDITIONAL CONDITIONS	
<ul> <li>N/A</li> <li>✓ As detailed below</li> <li>See annexure</li> <li>*TENANT/S RESPONSIBLE TO MANTAIN GARDENING AND LAWN IN PRESENTABLE</li> </ul>	CONDITION
TENANT/S RESPONSIBLE TO MANTAIN GARDENING AND LAWN IN FRESENTABLE	CONDITION
	INITIALS
	Initials not required if using electronic signature

## **Residential Tenancy Agreement:** Terms and Conditions



#### **AGREEMENT**

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

#### **DEFINITIONS AND INTERPRETATION**

In this Agreement, unless a contrary intention appears:

- "Act" means the Residential Tenancies Act 1995; 2.1
- "Agent" means the person or organisation specified in Item 1 of the Schedule; 2.2
- 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;
- "Property" means the Premises and the Ancillary Property (if any); 2.7
- "Rent" means the amount specified in Item 6 of the Schedule and/or as varied in accordance with this Agreement; 28
- "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

- 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;
  - 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;
  - 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;
  - 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.

Initials not required if using electronic signature

Page 5 of 8

## Residential Tenancy Agreement: Terms and Conditions



- 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. The Landlord may charge their reasonable expenses to the Tenant in giving consent to or considering an application for consent from the Tenant to sublet the Property or assign their interest in the tenancy;
  - 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;
  - 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 RIGHTS AND OBLIGATIONS

- 4.1 Subject to the Act, the Landlord must:
  - 4.1.1 provide the Property in a reasonable state of cleanliness;
  - 4.1.2 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;
  - 4.1.3 provide and maintain such locks and other devices as are necessary to ensure that the Property is reasonably secure;
  - 4.1.4 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;
  - 4.1.5 allow the Tenant to have quiet enjoyment of the Property during the Term.
- 4.2 The Landlord must not:
  - 4.2.1 cause or permit any interference with the reasonable peace, comfort or privacy of the Tenant in the use by the Tenant of the Property;
  - 4.2.2 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 4.1.3 without the Tenant's written or verbal consent.
- 4.3 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 4.4.

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Initials not required if using electronic signature

## Residential Tenancy Agreement: Terms and Conditions



4.4 By completing this clause, the parties agree that the rent will be increased during the fixed term of the agreement						as follov	vs:		
	4.4.1	the rent will be increased to	\$	per		on	/	/	;
		and to \$	per		on / /	; or			
	4.4.2	the rent increase can be calculated by the following method (set out details):							
		RENT WILL INCREASE B'TIME OF NEGOTIATION	Y NEGOTIATION, T	AKING INTO CONS	IDERATION REAL	ESTAT	ЕМА	RKET A	T THE

#### 5. TERMINATION AND HOLDING OVER

The Landlord and Tenant agree:

- 5.1 this Agreement may only be terminated in accordance with the Act;
- 5.2 subject to clause 5.3, the Landlord may terminate this Agreement on seven (7) days notice to the Tenant if the Tenant breaches it in any respect whatsoever;
- 5.3 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;
- 5.4 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;
- 5.5 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. PRIVACY ACT 1988

- 6.1 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.
- 6.2 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.
- 6.3 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*.
- 6.4 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.

#### 7. ELECTRONIC COMMUNICATION

The parties to this agreement each consent to either of them or their representatives signing this agreement or any Notices under the Act by electronic signature pursuant to the *Electronic Communications Act 2000* and delivering this Agreement or any Notices under the Act by email pursuant to the Act and the *Electronic Communications Act 2000*.

#### 8. ADDITIONAL CONDITIONS

This Agreement includes such Additional Terms and Conditions as specified in Item 13 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 Tenancy Agreement: Execution Page



KECUTED AS AN AGREEMENT		
ne Tenant(s) acknowledge receipt of:		
✓ Section 48 Notice		✓ Number of Keys 2
✓ A copy of this Agreement		Number of Remote control devices
Information Brochure (Reside	ntial Tenancies Act 1995)	Strata Articles
✓ Property Condition Report (2		Community Title By-laws
Manufacturers' Manuals – re		Statutory Notice for Short Term Tenancy
Additional fees and charges -		Other
Additional Conditions Annex		Other
Signed by Tenant 1	Visagha	Date: 29/01/2024
Tenant Name	Kisan Shrestha	
Signed by Tenant 2 Tenant Name	Prabisha Shrestha	Date: 29/01/2024
Signed by Tenant 3 Tenant Name		Date:
Signed by Tenant 4		Date:
Tenant Name		
Signed by or on behalf of Land  ✓ Agent as authorised	lord Edua Landlord	ord Gjergji Date: 30/01/2024

#### 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

#### **Audit Trail**



#### **Document**

**Request Id** 8b3c7af6-aa9e-4b93-ae42-790257ec3c70

Created Jan 29th 2024, 10:48 AM Completed Jan 30th 2024, 6:41 PM

Signing Complete

Agency	Agent
g ,	

Name Name Eduard Gjergji Premier Real Estate Pty Ltd

**ABN** 56 653 502 795 **Email** eduard@premier-re.com.au

**Address** 12th floor/760 Anzac Hwy Glenelg SA 5045

#### **Signing Events**

Eduard Gjergji created the signing request. Jan 29th 2024, 10:48 AM

Please sign this form by clicking the button below:

**Tenant (1) - Tenant (1)** was sent the signing request. Jan 29th 2024, 10:48 AM

kisancrest211@gmail.com

Tenant (2) - Tenant (2) was sent the signing request. Jan 29th 2024, 10:48 AM

prabishashrestha12@gmail.com

Tenant (2) - Tenant (2) viewed the signing request. Jan 29th 2024, 10:49 AM

Tenant (1) - Tenant (1) viewed the signing request. Jan 29th 2024, 12:31 PM

Tenant (1) - Tenant (1) signed the document Jan 29th 2024, 12:32 PM

Tenant (2) - Tenant (2) signed the document Jan 29th 2024, 12:35 PM

Landlord/Agent - Landlord/Agent was sent the signing request. Jan 29th 2024, 12:35 PM

eduard@premier-re.com.au

Landlord/Agent - Landlord/Agent viewed the signing request. Jan 30th 2024, 6:41 PM

Landlord/Agent - Landlord/Agent signed the document Jan 30th 2024, 6:41 PM

Eduard Gjergji

#### **Form**

Form Id 2950548

Name

Tenancy Agreement 20 Westmoreland, Morphet Vale Residential Property Tenancy Agreement **Template** 

Recipients (3)

### Landlord/Agent Eduard Gjergji

eduard@premier-re.com.au

## Tenant (1) Kisan Shrestha

kisancrest211@gmail.com

### Tenant (2) Prabisha Shrestha

prabishashrestha12@gmail.com