REAL PROPERTY ACT, 1886
South Australia

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

Certificate of Title - Volume 5086 Folio 882

Parent Title(s)	CT 4133/365				
Creating Dealing(s)	CONVERTED TITLE				
Title Issued	02/09/1992	**Edition**	12	**Edition Issued**	24/03/2021

Estate Type

FEE SIMPLE

Registered Proprietor

MICHAEL DAVID AINSWORTH
EMILY LOUISE AINSWORTH
OF 119 COBDEN STREET SOUTH MELBOURNE VIC 3205
AS JOINT TENANTS

Description of Land

ALLOTMENT 307 DEPOSITED PLAN 10702
IN THE AREA NAMED HALLETT COVE
HUNDRED OF NOARLUNGA

Easements

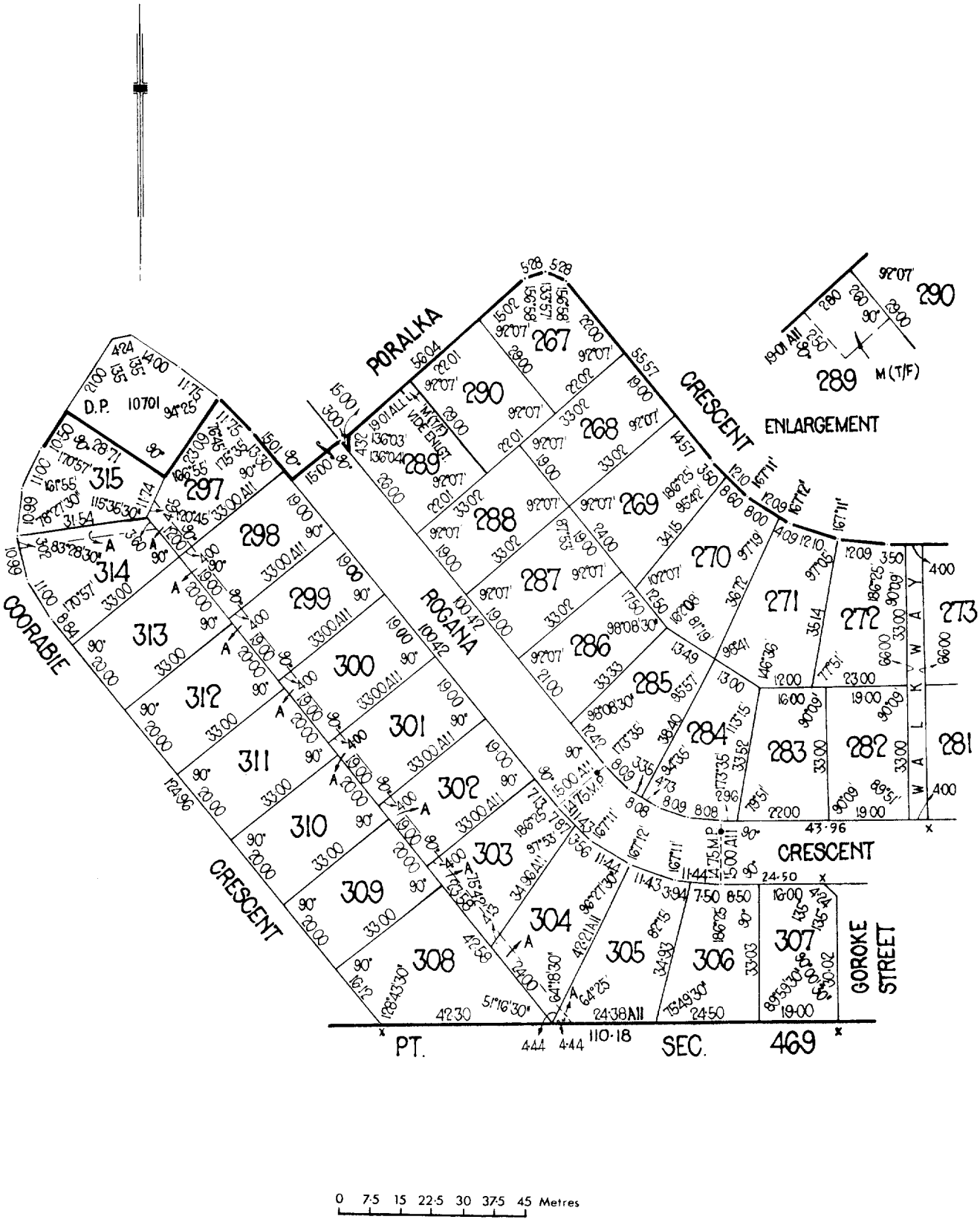
NIL

Schedule of Dealings

Dealing Number	Description
4655749	ENCUMBRANCE TO SOUTH AUSTRALIAN URBAN PROJECTS AUTHORITY (SINGLE COPY ONLY)
13487096	MORTGAGE TO WESTPAC BANKING CORPORATION (ACN: 007 457 141)

Notations

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



Property Interest Report

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

Title Reference	CT 5086/882	**Reference No.** 2572056	
Registered Proprietors	M D & E L*AINSWORTH	**Prepared** 28/05/2024 11:41	
Address of Property	23 ROGANA CRESCENT, HALLETT COVE, SA 5158		
Local Govt. Authority	THE CORPORATION OF THE CITY OF MARION		
Local Govt. Address	PO BOX 21 OAKLANDS PARK SA 5046		

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

Table of Particulars

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

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

Prescribed encumbrance		Particulars (Particulars in bold indicates further information will be provided)
1.	**General**	
1.1	Mortgage of land *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Refer to the Certificate of Title
1.2	Easement (whether over the land or annexed to the land) Note--"Easement" includes rights of way and party wall rights *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Refer to the Certificate of Title
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.]*	Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance
1.4	Lease, agreement for lease, tenancy agreement or licence (The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.) *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Refer to the Certificate of Title also Contact the vendor for these details
1.5	Caveat	Refer to the Certificate of Title
1.6	Lien or notice of a lien	Refer to the Certificate of Title
2.	***Aboriginal Heritage Act 1988***	
2.1	section 9 - Registration in central archives of an Aboriginal site or object	Aboriginal Affairs and Reconciliation in AGD has no registered entries for Aboriginal sites or objects affecting this title
2.2	section 24 - Directions prohibiting or restricting access to, or activities on, a site or	Aboriginal Affairs and Reconciliation in AGD has no record of any direction affecting this title

	an area surrounding a site	
2.3	Part 3 Division 6 - Aboriginal heritage agreement	Aboriginal Affairs and Reconciliation in AGD has no record of any agreement affecting this title also Refer to the Certificate of Title

3. *Burial and Cremation Act 2013*

3.1	section 8 - Human remains interred on land	Births, Deaths and Marriages in AGD has no record of any gravesites relating to this title also contact the vendor for these details

4. *Crown Rates and Taxes Recovery Act 1945*

4.1	section 5 - Notice requiring payment	Crown Lands Program in DEW has no record of any notice affecting this title

5. *Development Act 1993* (repealed)

5.1	section 42 - Condition (that continues to apply) of a development authorisation *[**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 Trade and Investment 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
5.2	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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment has no record of any notice affecting this title

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

6. Repealed Act conditions

6.1	Condition (that continues to apply) of an approval or authorisation granted under the *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.]*	State Planning Commission in the Department for Trade and Investment 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

8. *Environment Protection Act 1993*

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

8.9	section 103P - Notation of site contamination audit report in relation to the land	EPA (SA) does not have any current Orders registered on this title
8.10	section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land	EPA (SA) does not have any current Orders registered on this title

9. *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	section 105F - (or section 56 or 83 (repealed)) - Notice to take action to prevent outbreak or spread of fire	Contact the Local Government Authority for other details that might apply Where the land is outside a council area, contact the vendor

11. *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 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

15. *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*

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

17. *Land Acquisition Act 1969*

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

18. *Landscape South Australia Act 2019*

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

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

19. *Land Tax Act 1936*

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

20. *Local Government Act 1934* (repealed)

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

21. *Local Government Act 1999*

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

22. *Local Nuisance and Litter Control Act 2016*

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

23. *Metropolitan Adelaide Road Widening Plan Act 1972*

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

24. *Mining Act 1971*

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

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

25. *Native Vegetation Act 1991*

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

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

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

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

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

28. *Phylloxera and Grape Industry Act 1995*

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

29. *Planning, Development and Infrastructure Act 2016*

29.1	Part 5 - Planning and Design Code *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated. also Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title also For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority also Contact the Local Government Authority for other details that might apply to a place of local heritage value also For details of declared significant trees affecting this title, contact the Local Government Authority also Code Amendment Lot 51 and 52 (86-88) Morphett Road - South Australian Jockey Club Incorporated (SAJC) are proposing to rezone approximately 1.5 hectares of land at 86–88 Morphett Rd Glengowrie, from the Recreation Zone to the Urban Neighbourhood Zone. For more information, refer to the 'Code Amendments' page on the PlanSA portal: https://plan.sa.gov.au/have_your_say/ or phone 1800752664. 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 Southern Suburbs Residential Policy – Marion Council is seeking to rezone land across Darlington, Hallett Cove, Marino, O'Halloran Hill, Seacliff Park, Seacombe Heights, Seaview Downs, Sheidow Park and Trott Park (the Affected Area), to provide a consistent policy approach to sloping land that facilitates opportunity for subdivision and redevelopment where appropriate. 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 Tunnel Protection Overlay (early commencement) - The Department for Infrastructure and Transport is introducing a Tunnel Protection Overlay that will apply to the River Torrens to Darlington Project (T2D) tunnels. The Overlay aims to ensure that future development activity and construction work nearby does not impact the tunnels. 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 Centre Zone Adjustment - Marion Council seeks to align the most appropriate zone and policy to each affected site and existing land use, to enable/support more efficient and effective future planning outcomes. 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 Morphettville/Glengowrie Horse Related Activities - Marion Council is proposing to amend the planning policy relating to land located adjacent the Morphettville Racecourse on the southern side of Bray Street in Morphettville and the western side of Morphett Road in Glengowrie. 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 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 Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.3	section 139 - Notice of proposed work and notice may require access	Contact the vendor for these details
29.4	section 140 - Notice requesting access	Contact the vendor for these details
29.5	section 141 - Order to remove or perform work	State Planning Commission in the Department for Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.11	section 198(2) - Agreement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.12	Part 16 Division 1 - Proceedings	Contact the Local Government Authority for details relevant to this item also Contact the vendor for other details that might apply
29.13	section 213 - Enforcement notice	State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.14	section 214(6), 214(10) or 222 - Enforcement order	Contact the Local Government Authority for details relevant to this item also State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title

30. *Plant Health Act 2009*

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

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

31.1	Part 3 - Notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
31.2	*Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)* (revoked) Part 2 - Condition (that continues to apply) of an approval	Public Health in DHW has no record of any condition affecting this title also Contact the Local Government Authority for other details that might apply
31.3	*Public and Environmental Health (Waste Control) Regulations 2010* (revoked) regulation 19 - Maintenance order (that has not been complied with)	Public Health in DHW has no record of any order affecting this title also Contact the Local Government Authority for other details that might apply

32. *South Australian Public Health Act 2011*

32.1	section 66 - Direction or requirement to avert spread of disease	Public Health in DHW has no record of any direction or requirement affecting this title
32.2	section 92 - Notice	Public Health in DHW has no record of any notice affecting this title also Contact the Local Government Authority for other details that might apply

32.3	*South Australian Public Health (Wastewater) Regulations 2013* Part 4 - Condition (that continues to apply) of an approval	Public Health in DHW has no record of any condition affecting this title also Contact the Local Government Authority for other details that might apply

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

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

34. *Water Industry Act 2012*

34.1	Notice or order under the Act requiring payment of charges or other amounts or making other requirement	An SA Water Certificate will be forwarded. If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950 also The Office of the Technical Regulator in DEM has no record of any notice or order affecting this title also Lightsview Re-Water Supply Co Pty Ltd has no record of any notice or order affecting this title. also Robusto Investments Pty. Ltd. trading as Compass Springs has no current record of any notice or order affecting this title. also Alano Utilities Pty. Ltd. has no record of any notice or order affecting this title.

35. *Water Resources Act 1997* (repealed)

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

36. Other charges

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

Other Particulars

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

1.	Particulars of transactions in last 12 months	Contact the vendor for these details
2.	Particulars relating to community lot (including strata lot) or development lot	Enquire directly to the Secretary or Manager of the Community Corporation
3.	Particulars relating to strata unit	Enquire directly to the Secretary or Manager of the Strata Corporation
4.	Particulars of building indemnity insurance	Contact the vendor for these details 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.

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 *(Pastoral Land Management and Conservation Act 1989)*	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.

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.

E

105/13

No.

4655749

MEMORANDUM OF ENCUMBRANCE

correct for the purposes of the Real Property Act, 1886-19

MICROFILMED -5 OCT 1982

Colin D Pm

Licensed Land Broker,

Adelaide

SINGLE COPY ONLY.

SINGLE COPY ONLY

CROWN INSTRUMENT
NO FEES PAYABLE

SALC 10/7004/307. JSL

Memorandum: A Memorial of the within Instrument No. was entered in the Register Book, Vol. 4133 Folio 365 the 16 day of 12 1980 at 11 o'clock.

S Burchhardt pro. *Deputy Registrar-General*

REGISTRAR-GENERAL SOUTH AUSTRALIA

FEES PAID

8 DEC 1980 Time 2.25

L.T.O. Fees NIL

Noting

Advertising

Lodged by State Crown Law Office Adelaide

Production to

Delivery of C.T. to

Delivery of ..... to

DL FORM SIMPLIFIED

FORM NO. 2

Certificate of Registrar-General, Justice of the Peace, etc., before whom instrument may have been executed by the parties thereto.

Appeared before me at

the day of

one thousand nine hundred and

within described

the part executing the within instrument, being

person well known to me and did freely and voluntarily sign

the same.

(Signed).....

A Justice of the Peace in and for the State of South Australia

Certificate of Registrar-General, Justice of the Peace, etc. taking declaration of attesting witness.

Appeared before me at

the day of

one thousand nine hundred and

(hereinafter called "the Witness") a person known to me and of good repute, attesting witness to this instrument, and acknowledge the signature of the Witness to the same; and did further declare that

within described

(hereinafter called "the Signatory") the party executing the same is personally known to the Witness that the signature to the said instrument is in the handwriting of the Signatory and that the Signatory did freely and voluntarily sign the same in the presence of the Witness and the Signatory was at that time of sound mind.

(Signed).....

A Justice of the Peace in and for the State of South Australia

Crown Law Department,

Adelaide

SOUTH AUSTRALIA

MEMORANDUM OF ENCUMBRANCE

MICHAEL ANTHONY MILBURN of 19 Norfolk road Marion 5043 Spray Painter and JULIE CAROLYN DEAN of 10 Larkdale Avenue Marion 5043 Shop Assistant (hereinafter called "the encumbrancer") being registered as the proprietor of an estate in fee simple subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed herein in the whole of the land comprised in Certificate of Title Register Book Volume 4133 Folio 365 (hereinafter called "the said land") IN CONSIDERATION of the transfer of the said land to the encumbrancer by SOUTH AUSTRALIAN LAND COMMISSION a body corporate pursuant to the Land Commission Act 1973 and whose office is situated at 55 Gawler Place Adelaide 5000 in the said State (hereinafter with its successors and assigns called "the Commission") AND DESIRING to render the same available for the purpose of securing to and for the benefit of the Commission the rent charge hereinafter mentioned and the performance and observance of the covenants on the part of the encumbrancer hereinafter contained DO HEREBY ENCUMBER the said land for the benefit of the Commission with the payment of the annual sum or yearly rent charge of ten cents (10c) payable to the Commission (if demanded by the Commission) on the 30th day of June in each and every year commencing on the 30th day of June next after the execution hereof to the intent that the Commission shall hold the said rent charge in fee simple and with the performance and observance of the covenants on the part of the encumbrancer hereinafter contained PROVIDED THAT the Commission shall not demand payment of the said rent charge if and so long as the encumbrancer and his successors in title shall duly perform and observe all the covenants hereinafter contained (the burden of

proving the performance and observance of which shall be borne by the encumbrancer), but so as none of the foregoing provisions for or in respect of payment of the said rent charge shall in any way affect or prejudice the rights of the Commission to an injunction to prevent or restrain any breach of the covenants and other stipulations hereinafter contained or to damages for any such breach.

A. The encumbrancer for himself and his successors in title HEREBY COVENANTS with the Commission and all other persons claiming under the Commission as purchasers of any part or parts of the land more particularly delineated in the plan deposited in the Lands Titles Registration Office, numbered 10702 (to the intent that the benefit of such covenants shall be annexed to each and every part of the land so delineated other than the land hereby encumbered) as follows:

1. To pay to the Commission the said annual sum of ten cents at the times and in the manner hereinbefore provided.
2. During the continuance of this encumbrance the encumbrancer shall not use or permit the said land or any part thereof to be used for any purpose other than as a private residence and in that regard shall not erect or permit to be erected or to remain upon the said land more than one dwelling house.
3. The encumbrancer will not resubdivide the said land or any part thereof.
4. No fence shall be erected upon the said land or any part thereof without the prior written approval of the Commission to the materials and design to be used in the construction of any such fence. Any person seeking the approval of the Commission pursuant to this clause

shall be advised in writing by the Commission of its decision within seven days after receiving such request for approval.

5. If the Lender referred to in clause 2 (1)(a) of the Agreement for Sale of the said land to the encumbrancer and made between the Commission and the encumbrancer on the 7th day of September 1980 (a copy whereof is attached hereto) advises the Commission in writing pursuant to clause 4 of the said Agreement to the effect that the encumbrancer has failed to comply with the terms and conditions of the loan referred to in that clause the Commission may by written notice given to the encumbrancer within two calendar months after the receipt by the Commission of the said advice from the Lender (hereinafter referred to as "the relevant date") request the encumbrancer to transfer to the Commission or its nominee an estate in fee simple in the said land subject only to this encumbrance for a consideration being the lower of:

   (a) the market value of the said land at the relevant date, or

   (b) the total purchase price for which the encumbrancer purchased the said land from the Commission.

   whereupon the encumbrancer will execute a Memorandum of Transfer of the said land in a form registrable under the Real Property Act, 1886 as amended and deliver the same to the Commission together with the duplicate certificate of title for the said land. Rates and Taxes and all other outgoings in respect of the said land will be adjusted to the date of the said transfer and all costs associated with the said transfer and regis-

tration thereof shall be borne by the Commission or its nominee. The said consideration shall be payable to the encumbrancer upon delivery of the said transfer and duplicate certificate of title.

B. It is covenanted agreed and declared between the encumbrancer and the Commission that the encumbrancer will within twelve calendar months after the completion of the erection of a dwelling house upon the said land prepare develop and thereafter maintain the said land between the front alignment of the said dwelling house and the footpath alignment or pedestrian walkway fronting or bordering the said land in good order and condition.

C. It is further covenanted agreed and declared between the encumbrancer and his successors in title and the Commission that the Commission may from time to time and at any time modify waive or release any of the covenants and other stipulations herein contained or implied.

D. The encumbrancer and his successors in title shall be successively released and discharged from the payment of the said rent charge and from the observance and performance of the covenants and other stipulations herein contained and implied forthwith upon ceasing to be registered as the proprietor of the said land to the intent that the said rent charge and covenants and other stipulations shall be binding only upon the registered proprietor for the time being of the said land.

IN this instrument:

(1) Unless repugnant to the context words importing any particular gender shall include all other genders and words importing the singular shall include the plural and vice versa;

(2) If there shall be more than one person responsible hereunder as the encumbrancer or as a successor in title to the encumbrancer the liability of all such persons shall be both joint and several.

AND subject as aforesaid the Commission shall be entitled to all the powers rights and remedies given to encumbrancees by the Real Property Act 1886 as amended.

DATED the 28th day of November 1980.

APPEARED before me at Adelaide the 24TH day of November one thousand nine hundred and eighty MICHAEL ANTHONY MILBURN and JULIE CAROLYN DEAN within described the parties executing the within instrument being two persons well known to me and did voluntarily sign the same.

M A Milburn

Julie C Dean

A Justice of the Peace in and for the State of South Australia.

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made BETWEEN SOUTH AUSTRALIAN LAND COMMISION a body corporate pursuant to the Land Commission Act, 1973 and whose office is situated at 55 Gawler Place, Adelaide 5000 in the State of South Australia (hereinafter called "the Vendor") of the one part and—

JULIE CAROLYN DEAN SHOP ASSISTANT OF 10 LARKDALE AVENUE MARION SOUTH AUSTRALIA 5043

AND MICHAEL ANTHONY MILBURN SPRAY PAINTER OF 19 NORFOLK ROAD MARION SOUTH

AUSTRALIA 5043

(hereinafter with his personal representatives called "the Purchaser") of the other part.

WHEREAS

A. The allotment of land more particularly described in the schedule hereto (hereinafter called "the land") is one of the allotments of land delineated in the plan deposited in the Lands Titles Registration Office numbered 10702

B. The said allotments were created by the Vendor for the purpose of the development of single unit private residences thereon to a standard approved by the Vendor.

C. The Vendor is the registered proprietor of the land and has agreed to sell the same to the Purchaser on the terms and conditions herein contained including the execution by the Purchaser of a Memorandum of Encumbrance in the form of a rent charge for the better securing of the purposes for which the said allotments were created.

WHEREBY IT IS AGREED as follows:

Agreement for Sale

1. The Vendor will sell to the Purchaser who will buy from the Vendor the land upon the terms and subject to the conditions herein contained for the price set out in the said schedule to be paid or otherwise discharged in the manner specified in the said schedule.

• Subect to Finance

2. (1) This Contract is subject to:

(a) (i) HINDMARSH BUILDING SOCIETY (hereinafter called "the Lender") agreeing on or before the 30TH day of SEPTEMBER 1980 to grant a loan under a Land Purchase Scheme arrangement between the Lender and the Vendor of not less than $ 8,400 to the Purchaser—

(A) for a term of SEVEN YEARS

(B) at an effective interest rate not exceeding TEN per centum per annum adjusted DAILY

(C) and otherwise upon such terms and conditions as the Lender may require—

AND ALSO to the Purchaser obtaining the said loan on the terms and conditions as aforesaid on or before the date of settlement upon the security of a first mortgage over the land such mortgage to be subject only to the Memorandum of Encumbrance referred to in clause 3 (3) hereof.

MM JD x ~~(ii)~~ or such other person or body corporate as may be acceptable to the Purchaser agreeing on or before the day of 19 to grant a loan of not less than $ to the Purchaser—

MM JD x

MM JO x ~~(A) for a term of~~

(B) at an effective interest rate not exceeding.....per centum per annum adjusted.....

(C) and otherwise upon such terms and conditions as the Lender may require—

AND ALSO to the Purchaser obtaining the said loan on the terms and conditions as aforesaid on or before the date of settlement upon the security of a second mortgage over the land such mortgage also to be subject to the Memorandum of Encumbrance referred to in clause 3 (3) hereof.

MM JO x

The Purchaser agrees to use his best endeavours to obtain the said loan(s) and in the event of the said loans(s) being granted to accept the same and pay all fees of and incidental to the granting of such loan(s) and the stamping and registration of the mortgage(s) in respect thereof.

• Subject to Sale MM JO x (b) ~~The Purchaser selling on or before the.....day of~~ .....19.....the Purchaser's property situated at..... .....at a total price of $..... (or any other sum acceptable to the Purchaser) and also to the Purchaser receiving the proceeds of such sale on or before the..... day of.....19.....and in this regard the Purchaser shall use his best endeavours to effect such sale.

• Subject to Settlement (c) The Purchaser receiving on or before the..... day of..... 19.....the proceeds of the sale of the Purchaser's property situated at .....pursuant to a contract for sale dated the

MM JO x ~~day of.....19.....~~

(2) Immediately upon the satisfaction of any of the conditions contained in subclause (1) of this clause the Purchaser shall notify the Vendor that such condition has been satisfied.

(3) If any of the conditions contained in subclause (1) of this clause shall not be fully satisfied within the time therein provided then, unless the Purchaser shall have waived such condition or conditions and communicated such waiver to the Vendor in writing, either the Vendor or the Purchaser may at any time thereafter cancel this contract by written notice to the other whereupon the deposit and all other money (if any) paid by the Purchaser on account of the purchase shall with the exception of the sum of twenty-five dollars (which sum may be retained by the Vendor) forthwith be repaid to the Purchaser and neither the Vendor nor the Purchaser shall have any further claim against the other under the Contract either at law or in equity.

3. The sale evidenced by this Agreement shall be on the following terms and conditions:

Settlement (1) The completion of the purchase and payment or other discharge of the purchase price or of the balance thereof shall take place in the manner on the date and at the place specified in the said schedule (the occasion of such completion being herein referred to as "settlement").

Rescission—Retention of Deposit (2) In the event of the Purchaser rescinding this Agreement pursuant to the provisions of Section 88 of the Land and Business Agents Act, 1973-1979, the Vendor may retain any moneys (not exceeding twenty-five dollars) paid by the Purchaser to the Vendor by way of deposit in respect of the sale evidenced by this Agreement.

Transfer (3) On settlement the Purchaser shall pay or otherwise duly discharge the purchase price and interest (if any) in manner herein provided and thereupon the Vendor will at the request and expense in all things of the Purchaser who shall pay all stamp duties costs and fees (including any registration and production fees required to be paid) sign and execute a Memorandum of Transfer of the land to the Purchaser free of all mortgages charges and encumbrances except such as are set out in the Vendor's statement (being in the Form 4 of the Second Schedule to the Land and Business Agents Regulations 1974) annexed hereto. Immediately upon the execution by the Vendor and the Purchaser of the said Memorandum of Transfer the Purchaser shall execute in favour of the Vendor a Memorandum of Encumbrance over the land in the form annexed hereto and thereupon the Vendor will deliver the said duly executed Memorandum of Transfer to the Purchaser or any person authorised by him to receive the same.

• Delete as required

Encumbrance from Purchaser

(4) The said Memorandum of Encumbrance required by subclause (3) hereof to be given by the Purchaser to the Vendor shall be prepared and registered by the Vendor or its solicitor at the expense of the Purchaser as a first encumbrance over the land in priority to any other mortgage charge or encumbrance whatsoever.

Possession

(5) Vacant possession shall be given and taken on settlement.

Adjustment

(6) All rents, rates, taxes and other outgoings and incomings in respect of the land shall be adjusted at settlement to midnight on the day preceding the day of settlement. For this purpose, land tax shall be adjusted on the basis that the land constitutes a single holding.

Risk

(7) The land shall be at the risk of the Purchaser in all respects from the date hereof, and the Vendor whilst continuing in possession of the land will use the same with all reasonable care.

Acts

(8) The Vendor warrants that save and except any notice order requirement or demand (if any) referred to in the Vendor's statement (being in the form of Form 4 of the second schedule to the Land and Business Agents Regulations 1974) annexed hereto, no notices orders requirements or demands in relation to the land have been issued under the provisions of the Fences Act, 1924 as amended, the Health Act, 1935 as amended, the Local Government Act, 1934 as amended or under any other Act or Regulations or by any statutory authority which have not been complied with. If the Vendor shall expend or properly be called upon to expend any money in complying with any notice order requirement or demand made under the Acts or by the statutory authorities as aforesaid after the date hereof the Purchaser shall repay the same to the Vendor and shall indemnify and keep indemnified the Vendor against any liability in respect thereof.

Mis-description

(9) No error omission in or misdescription of the land shall invalidate this contract but if discovered before the date of settlement (but not afterwards) the same shall be the subject of compensation to be received or paid as the case may require.

Age of Purchaser

(10) The Purchaser declares he is over the age of eighteen years.

Comply with Encumbrance

4. (1) In consideration of the sale of the land by the Vendor to the Purchaser, the Purchaser agrees to comply in all respects with the covenants on his behalf contained in the said Memorandum of Encumbrance which by clause 3 (3) hereof he has agreed to execute in favour of the Vendor.

(2) If the Purchaser having accepted a loan under the Land Purchase Scheme arrangement between the Lender and the Vendor referred to in Clause 2 (1) (a) (i) hereof fails to comply with the terms and conditions of the said loan and the Lender advises the Vendor in writing to that effect the Vendor may, by written notice given to the Purchaser within two calendar months after the receipt by the Vendor of the said advice from the Lender repurchase the land from the Purchaser subject only to the said encumbrance referred to in Clause (3) hereof for the price and upon the terms and conditions set out in the said Memorandum of Encumbrance.

Default

5. If the Purchaser shall default in the due payment of the said purchase price or any part thereof at the respective times hereby appointed for payment, and in this respect time shall be the essence of this contract, the Purchaser shall pay to the Vendor interest on so much of the purchase price as remains unpaid at the rate of ...EIGHTEEN.....per centum per annum computed from the date upon which such payment or payments were due until payment thereof shall be made or if the Purchaser shall fail in any other respect to comply with the terms and conditions of this contract or any of them the Vendor may without prejudice to any other legal rights or remedies the Vendor may have at its option:

(1) by notice in writing to the Purchaser served personally or posted in a prepaid registered envelope addressed to his last known address rescind this contract and thereupon the whole or such part of the deposit paid in respect of the purchase price as the Vendor in its absolute discretion shall think fit shall be forfeited to the Vendor as liquidated damages;

(2) upon the expiration of seven days' notice in writing to the Purchaser served personally or posted in a prepaid registered envelope addressed to his last known address resell the land by public auction or private contract and any deficiency on such resale together with all outgoings costs and expenses incidental to such resale shall immediately after such resale be made good by the Purchaser to the Vendor and any increase on such resale shall belong to the Vendor absolutely.

SPECIAL CONDITION: THIS CONTRACT IS SUBJECT TO THE PURCHASER AT HIS REQUEST AND EXPENSE IN ALL THINGS OBTAINING ON OR BEFORE THE 19TH DAY OF SEPTEMBER 1980 A SOIL TEST REPORT ON THE LAND BY A COMPETENT SOIL ENGINEER. WITHIN THE TIME SPECIFIED A COPY OF THE REPORT IS TO BE GIVEN TO THE VENDOR OTHERWISE IT WILL BE DEEMED SATISFACTORY.

x MM
JD

6. (1) The notes in the margin of this contract are for the sake of more convenient reference only and shall not affect the construction or interpretation hereof.

(2) In this contract where the context so requires words importing the masculine gender shall be deemed to include the feminine and neuter genders and words importing the singular number shall include the plural number.

7. Where the context so admits the provisions of this agreement shall continue to subsist and have effect notwithstanding settlement.

THE SCHEDULE

(hereinbefore referred to)

"THE LAND"—The whole of the land situated in ALLOTMENT 307 OF PORTION OF SECTION 460 HUNDRED OF NOARLUNGA LAID OUT AS HALLETT COVE

and being the whole of the land comprised in Certificate of Title Register Book Volume 4133 Folio 365 and known as ALLOTMENT 307 ROGANA CRESCENT HALLETT COVE S.A. 5158

subject to the encumbrances particulars of which are contained in the Vendor's statement (being in the form of Form 4 of the Second Schedule to the Regulations under the Land and Business Agents Act 1973) annexed hereto.

TOTAL PURCHASE PRICE EIGHT THOUSAND EIGHT HUNDRED & FIFTY dollars

($ 8,850)

PAYMENT OF PURCHASE PRICE

Amount payable on signing contract - - - - - - -	$	25.00
Amount payable on the 12TH day of SEPTEMBER 19 80	$	417.00
Balance of purchase price payable at settlement - - -	$	8,408.00
TOTAL PURCHASE PRICE - - - - - - -	$	8,850.00

All payments falling due under this contract (including all payments in respect of the purchase price) shall be paid to SOUTH AUSTRALIAN LAND COMMISSION at 55 Gawler Place, Adelaide aforesaid.

SETTLEMENT shall be effected at OFFICES OF THE CROWN LAW DEPARTMENT 25-27 FRANKLIN STREET ADELAIDE 5000 or such other place as the Vendor may by notice in writing nominate to the Purchaser not less than seven days prior to the date hereby fixed for settlement in the manner herein provided on the EIGHTH day of DECEMBER 19 80 or such other date as the parties hereto may mutually agree.

DATED the SEVENTH day of SEPTEMBER 19 80

SIGNED by the purchaser in the presence of:

Witness

Purchaser(s)

THE COMMON SEAL OF THE SOUTH AUSTRALIAN LAND COMMISSION was affixed hereto this 9th day of SEPTEMBER 1980 by direction of the Commission in the presence of:

SECRETARY

S.A. Land Commission Form A.

CITY OF MARION

ADMINISTRATION CENTRE:
245 STURT ROAD
STURT S A 5047

POSTAL ADDRESS
P O BOX 21
OAKLANDS PARK S A 5046

OFFICE HOURS:
MONDAY TO FRIDAY
8 30A M TO 5 00P M

TELEPHONE (08) 8375 6600
FACSIMILE (08) 8375 6899
EMAIL council@marion sa gov au

DECISION NOTIFICATION FORM

DEVELOPMENT ACT 1993

DEVELOPMENT APPROVAL

DEVELOPMENT APPLICATION NO. 100/2003/912

No work can commence on the development unless a Development Approval has been obtained

Dated: 06/05/2003
Registered:06/05/2003

TO:	D OGILVIE 15 GOSS ROAD ABERFOYLE PARK SA 5159

LOCATION OF PROPOSED DEVELOPMENT:	23 ROGANA CRESCENT HALLETT COVE 5158 LOT: 307 DP: 10702 CT: 5086/882

NATURE OF PROPOSED DEVELOPMENT:	**New Verandah**

In respect of this proposed development you are informed that:-

NATURE OF DECISION	Is a Consent Required?	Consent Granted or Refused	Date of Decision	Number of Conditions
Provisional Development Plan Consent *(Land Use)*	Yes	Granted	08/05/2003	2
Provisional Building Rules Consent	Yes	Granted	20/05/2003	-
Other	No		-	
DEVELOPMENT APPROVAL	**Yes**	**Granted**	**20/05/2003**	**2**

The building classification under the Building Code is: 10A

The development must be in strict compliance with the plans, details and conditions of approval as detailed on the following page(s)

Date of Decision: 20/05/2003

Signed:	..... **Authorised Officer** Richard Neaylon
Date:	20 / 05 / 2003

PLEASE READ THE INFORMATION ON THE BACK OF THIS FORM

CITY OF
MARION

ADMINISTRATION CENTRE:
245 STURT ROAD
STURT S A 5047

POSTAL ADDRESS
P O BOX 21
OAKLANDS PARK S A 5046

OFFICE HOURS:
MONDAY TO FRIDAY
8 30A M TO 5 00P M

TELEPHONE (08) 8375 6600
FACSIMILE (08) 8375 6899
EMAIL council@marion sa gov au

DECISION NOTIFICATION FORM

DEVELOPMENT ACT 1993

DEVELOPMENT APPROVAL

DEVELOPMENT APPLICATION NO. 100/2003/912

No work can commence on the development unless a Development Approval has been obtained

Dated: 06/05/2003
Registered:06/05/2003

CONDITIONS OF APPROVAL

Planning Conditions

(1) Establishment of Development
All development is to be established in strict accordance with the plans and details dated as received 06/05/2003

(2) Verandah
The verandah herein approved shall not be enclosed unless otherwise approved by Council.

Building Conditions

nil

NOTES:

nil

Reasons for Conditions
To ensure adequate compliance with the provisions of the Development Act, 1993.

cc I Rogers, 23 Rogana Crescent, HALLETT COVE SA 5158,

Signed:	.....	**Authorised Officer**
	Richard Neaylon	
Date:	20 / 05 / 2003	

PLEASE READ THE INFORMATION ON THE BACK OF THIS FORM

City of Marion

TELEPHONE 277 1077

670 MARION ROAD
PARK HOLME, S.A. 5043
(OR P.O. BOX 21,)

Development Number
100/ 2282 / 84

PLANNING DECISION NOTIFICATION - Sheet 1

FOR DEVELOPMENT APPLICATION DATED 27 / 2 / 83
REGISTERED ON 29 / 2 / 83

To	D.J. RANAGE, 23, ROGANA CRESCENT, HALLETT COVE, 5158.
Location of Proposed Development	LOT NO.307, 23 ROGANA CRESCENT, HALLETT COVE
Nature of Proposed Development	GARAGE for domestic use and storage

In respect of this proposed development you are informed that consent is GRANTED subject to conditions~~[illegible]~~

~~SUMMARY OF REASONS FOR CONDITIONS~~

(1) The building herein granted consent shall not be used for any purpose other than that listed above.

NO representation (s) from third parties concerning your proposal were received.

If there were third party representations, any consent or consent with conditions does not operate until the periods specified on the back of the original of this form have expired. Please also refer to the information on the back of this form about appeal rights and operation of consent.

Signed ..... TOWN CLERK

nil sheets (s) attached

Date 7 March, 1984.

PLEASE READ THE INFORMATION ON THE BACK OF THIS FORM.

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE
ABN 19 040 349 865
Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

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

PIR Reference No: 2572056

DATE OF ISSUE
28/05/2024

DUNCAN SANDE & ASSOCIATES
POST OFFICE BOX 3033
NORWOOD SA 5067

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

OWNERSHIP NUMBER	OWNERSHIP NAME
18768149	M D & E L AINSWORTH

PROPERTY DESCRIPTION

23 ROGANA CRES / HALLETT COVE SA 5158 / LT 307

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R4	RE
1061568008	CT 5086/882	$630,000.00	1.000	0.400

LEVY DETAILS:

FINANCIAL YEAR
2023-2024

FIXED CHARGE	**$**	50.00
+ VARIABLE CHARGE	**$**	255.00
- REMISSION	**$**	159.75
- CONCESSION	**$**	0.00
+ ARREARS / - PAYMENTS	**$**	-145.25
= AMOUNT PAYABLE	**$**	0.00

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

EXPIRY DATE **26/08/2024**

Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE
Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

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

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

Online at: **OR** **By Post to:**

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE
ABN 19 040 349 865
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

This form is a statement of land tax payable pursuant to Section 23 of the *Land Tax Act 1936*. The details shown are current as at the date of issue.

PIR Reference No: 2572056

DATE OF ISSUE
28/05/2024

DUNCAN SANDE & ASSOCIATES
POST OFFICE BOX 3033
NORWOOD SA 5067

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

OWNERSHIP NAME
M D & E L AINSWORTH

FINANCIAL YEAR
2023-2024

PROPERTY DESCRIPTION
23 ROGANA CRES / HALLETT COVE SA 5158 / LT 307

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
1061568008	CT 5086/882	$390,000.00	0.0618 HA

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

CURRENT TAX	**$**	0.00	**SINGLE HOLDING**	**$**	0.00
- DEDUCTIONS	**$**	0.00			
+ ARREARS	**$**	0.00			
- PAYMENTS	**$**	0.00			
= AMOUNT PAYABLE	**$**	**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 **26/08/2024**

Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

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

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

Online at: **OR** **By Post to:**

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001

LOCAL GOVERNMENT INQUIRY CERTIFICATE

Section 7 of Land and Business (Sale and Conveyancing) Regulations

CITY OF MARION

Certificate No: **104615** Date: **29/05/2024**
Receipt No:
Reference No: Fax No: **8361 2660**

PO Box 21, Oaklands Park
South Australia 5046

245 Sturt Road, Sturt
South Australia 5047

T (08) 8375 6600
F (08) 8375 6699
E council@marion.sa.gov.au

Duncan Sande & Associates
PO Box 3033
NORWOOD SA 5067

CERTIFICATE

Section 187 of the Local Government Act

Assessment Number: **422667**
Valuer General No.: **1061568008**
Property Description: **LOT: 307 DP: 10702 CT: 5086/882**
Property Address: **23 Rogana Crescent HALLETT COVE 5158**
Owner: **M D & E L Ainsworth**

Additional Information:

I certify in terms of Section 187 of the Local Government Act the following rates and charges are outstanding as at the date of this certificate:

Rates/Natural Resources Levy:	Total
Rates for the current year (includes Natural Resources Levy)	$1,667.35
Overdue/Arrears	$0.00
Interest	$0.00
Adjustments	$0.00
Legal Fees	$0.00
Less Payments Received	-$1,251.35
Less Capping Rebate (if applicable)	$0.00
Less Council Rebate	$0.00
Debtor: Monies outstanding (which are a charge on the land) in addition to Rates due	
Total Outstanding	**$416.00**

Please be advised: The first instalment is due **1st September 2023** with four quarterly instalments falling due on 01/09/2023, 01/12/2023, 01/03/2024 and 03/06/2024. Fines will be added to any current amount not paid by the due date (at the rate prescribed in the Local Government Act 1999).

Please phone the Rates Dept on 8375 6600 prior to settlement to ascertain the exact balance of rates payable including fines if applicable.

BPAY Details for Council Rates:

Biller Code: 9613

Reference Number: Assessment Number as above

CERTIFICATE

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

CITY OF MARION

Duncan Sande & Associates
PO Box 3033
NORWOOD SA 5067

Assessment No: 422667
Certificate of Title: LOT: 307 DP: 10702 CT: 5086/882
Property Address: 23 Rogana Crescent HALLETT COVE 5158
Owner: M D & E L Ainsworth

Prescribed information statement in accordance with Section 7 of the Land and Business (Sale and Conveyancing) Act 1994:

Development Act 1993 **(repealed)**		
section 42– Condition (that continues to apply) of a development authorisation?		100/2003/912
section 50(1)—Requirement to vest land in a council or the Crown to be held as open space		Nil
section 50(2)—Agreement to vest land in a council or the Crown to be held as open space		Nil
section 55—Order to remove or perform work		Nil
section 56—Notice to complete development		Nil
section 57—Land management agreement		Nil
section 69—Emergency order		Nil
section 71—Fire safety notice		Nil
section 84—Enforcement notice		Nil
section 85(6), 85(10) or 106—Enforcement order		Nil
Part 11 Division 2—Proceedings		Nil
Planning, Development and Infrastructure Act 2016		
Part 5 – Planning and Design Code	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?	Click the link to check if a Code Amendment applies: Code Amendment Map Viewer (geohub.sa.gov.au)
	Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code)	See attached PlanSA Data Extract
	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?	
section 127—Condition (that continues to apply) of a development authorisation		
section 192 or 193—Land management agreement		
section 141—Order to remove or perform work		Nil
section 142—Notice to complete development		Nil
section 155—Emergency order		Nil
section 157—Fire safety notice		Nil

section 198(1)—Requirement to vest land in a council or the Crown to be held as open space	Nil
section 198(2)—Agreement to vest land in a council or the Crown to be held as open space	Nil
Part 16 Division 1—Proceedings	Nil
section 213—Enforcement notice	Nil
section 214(6), 214(10) or 222—Enforcement order	Nil
Repealed Act conditions	
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)	100/1984/2282
Fire and Emergency Services Act 2005	
section 105F (or section 56 or 83 (repealed)—Notice to take action to prevent outbreak or spread of fire	Nil
Food Act 2001	
section 44—Improvement notice	Nil
section 46—Prohibition order	Nil
***Housing Improvement Act 1940* (repealed)**	
section 23—Declaration that house is undesirable or unfit for human habitation	Nil
***Local Government Act 1934* (repealed)**	
Notice, order, declaration, charge, claim or demand given or made under the Act	Nil
Local Government Act 1999	
Notice, order, declaration, charge, claim or demand given or made under the Act	Nil
Local Nuisance and Litter Control Act 2016	
section 30—Nuisance or litter abatement notice	Nil
Land Acquisition Act 1969	
section 10—Notice of intention to acquire	Nil
Public and Environmental Health Act 1987 (repealed)	
Part 3—Notice	Nil
Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2—Condition (that continues to apply) of an approval	Nil
Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19—Maintenance order (that has not been complied with)	Nil
South Australian Public Health Act 2011	
section 92—Notice	Nil
South Australian Public Health (Wastewater) Regulations 2013 Part 4—Condition (that continues to apply) of an approval	Nil
Particulars of building indemnity insurance	Unknown

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 repealed Development Act 1993 or the Planning, Development and Infrastructure Act 2016)?

No

Description of the nature of the development(s) approved:

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.*

The information herein is provided pursuant to the Council's obligations under Section 7 of the Land Business (Sales Conveyancing) Act 1994.

Only that information which is required to be provided has been given and that information should not be taken as a representation as to whether or not any other charges or encumbrances affect the subject land.

I, Kellie Parker, Administration Officer of the City of Marion certify that the information provided in these responses is correct.

Sign: KParker **Date: 29/05/2024**

Data Extract for Section 7 search purposes

Valuation ID 1061568008

Data Extract Date: 29/05/2024

Parcel ID: D10702 A307
Certificate Title: CT5086/882
Property Address: 23 ROGANA CR HALLETT COVE SA 5158

Zones
Hills Neighbourhood (HN)

Subzones
No

Zoning overlays

Overlays
Airport Building Heights (Regulated) (All structures over 30 metres)
The Airport Building Heights (Regulated) Overlay seeks to ensure building height does not pose a hazard to the operation and safety requirements of commercial and military airfields.
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.
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 State Heritage Place/Area

No
Open the SA Heritage Places Database Search tool to find the locations' Heritage Place Details.
http://maps.sa.gov.au/heritagesearch/HeritageSearchLocation.aspx

Is the land designated as a Local Heritage Place

No
Open the SA Heritage Places Database Search tool to find the locations' Heritage Place Details.
http://maps.sa.gov.au/heritagesearch/HeritageSearchLocation.aspx

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

NO
Under the Planning, Development and Infrastructure Act 2016 (the Act), a tree may be declared as a significant tree in the Code, or it may be declared as a significant or regulated tree by the Planning, Development and Infrastructure (General) Regulations 2017. Under the Act, protections exist for trees declared to be significant and/or regulated trees. Further information regarding protected trees can be found on the PlanSA website:
https://plan.sa.gov.au/

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

Associated Development Authorisation Information

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

No

Land Management Agreement (LMA)

No

SA Water

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
10 61568 00 8	CT5086882	30/5/2024	198	2572056

DUNCAN SANDE & ASSOC
PO BOX 3033
NORWOOD SA 5067
office@duncansande.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: MD AINSWORTH & EL CHARRISON
Location: 23 ROGANA CRES HALLETT COVE LT 307
Description: 6H DIG PER
Capital Value: $ 630 000
Rating: Residential

Periodic charges

Raised in current years to 30/6/2024

				$
		Arrears as at: 30/6/2023	:	0.00
Water main available:	1/7/1979	Water rates	:	222.60
Sewer main available:	1/7/1979	Sewer rates	:	386.84
		Water use	:	578.35
		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	:	1,187.79CR
		Balance outstanding	:	0.00

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

Next quarterly charges: Water supply: Not declared Sewer: Not declared Bill: 7/8/2024

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

The last Water Use Year ended on 26/04/2024.

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.

SA Water

South Australian Water Corporation

Name:
MD AINSWORTH & EL CHARRISON

Address:
23 ROGANA CRES HALLETT COVE LT 307

Water & Sewer Account
Acct. No.: 10 61568 00 8

Amount: _____

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	1061568008

BPAY

Biller code: 8888
Ref: 1061568008

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: 1061568008