

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 5338 Folio 618

Parent Title(s) CT 4323/116

Creating Dealing(s) CONVERTED TITLE

Title Issued 07/05/1996

Edition 5

Edition Issued

13/12/2023

## Estate Type

FEE SIMPLE

## Registered Proprietor

WALNUT BARTON DRIVE PTY. LTD. (ACN: 617 422 081)  
OF 82 ROSE STREET MILE END SA 5031

## Description of Land

ALLOTMENT 318 DEPOSITED PLAN 23301  
IN THE AREA NAMED TROTT PARK  
HUNDRED OF NOARLUNGA

## Easements

NIL

## Schedule of Dealings

Dealing Number	Description
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6662341	ENCUMBRANCE TO HICKINBOTHAM DEVELOPMENT PTY. LTD., HICKINBOTHAM SURREY DOWNS PTY. LTD., CITY CENTRE ESTATES PTY. LTD., HICKINBOTHAM (ATHELSTONE) PTY. LTD., HICKINBOTHAM BRIDGE ROAD PTY. LTD., HICKINBOTHAM BIRUBI PTY. LTD., HICKINBOTHAM WIRILDA PTY. LTD., HICKINBOTHAM FOXFIELD PTY. LTD., HICKINBOTHAM GOLDEN GROVE PTY. LTD. AND HICKINBOTHAM HOMES (OVERSEAS) PTY. LTD. AS TO THE SHARES SPECIFIED THEREIN (SINGLE COPY ONLY)
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14179610	MORTGAGE TO FIRST MORTGAGE CO. HOME LOANS PTY. LTD. (ACN: 104 268 448)
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## Notations

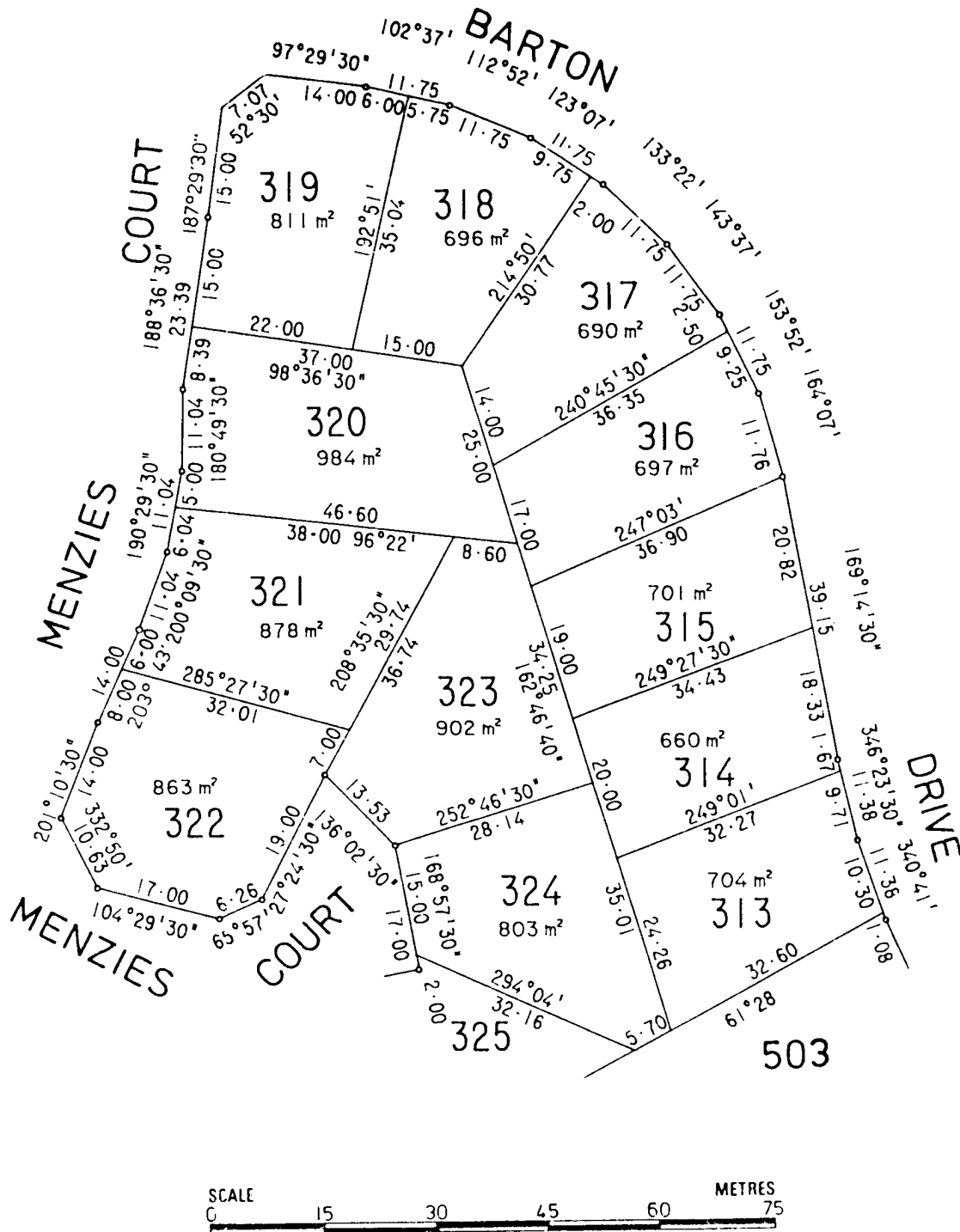
Dealings Affecting Title NIL

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 5338/618	Reference No. 2563191
Registered Proprietors	WALNUT BARTON DRIVE PTY. LTD.	Prepared 26/04/2024 08:39
Address of Property	53 BARTON DRIVE, TROTT PARK, 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](http://www.cbs.sa.gov.au)

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

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

### 2. Aboriginal Heritage Act 1988

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

an area surrounding a site

2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

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

3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

4.1 section 5 - Notice requiring payment

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

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

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

State Planning Commission in the Department for Trade and Investment 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 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 <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1966</i> (repealed)  <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	State Planning Commission in the Department for 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
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## 7. Emergency Services Funding Act 1998

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

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

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

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

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

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

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

Act

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

## **19. *Land Tax Act 1936***

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

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

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

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

- |      |   |   |
|------|---|---|
| 21.1 | Notice, order, declaration, charge, claim or demand given or made under the Act | Contact the Local Government Authority for other details that might apply |
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## **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 |
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## **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 |
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## **24. *Mining Act 1971***

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



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

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

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

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

- 29.1 Part 5 - Planning and Design Code  
*[ Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*
- Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated.
- also
- Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title
- also
- For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority
- also
- Contact the Local Government Authority for other details that might apply to a place of local heritage value
- also
- For details of declared significant trees affecting this title, contact the Local Government Authority
- also
- Code Amendment**
- 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/](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/](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, Seaclyff 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/](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/](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/](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/](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/](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](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 <i>[ Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	State Planning Commission in the Department for 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	<i>South Australian Public Health (Wastewater) Regulations 2013</i> Part 4 - Condition (that continues to apply) of an approval	Public Health in DHW has no record of any condition affecting this title also Contact the Local Government Authority for other details that might apply
<b>33.</b>	<b><i>Upper South East Dryland Salinity and Flood Management Act 2002 (expired)</i></b>	
33.1	section 23 - Notice of contribution payable	DEW has no record of any notice affecting this title
<b>34.</b>	<b><i>Water Industry Act 2012</i></b>	
34.1	Notice or order under the Act requiring payment of charges or other amounts or making other requirement	<b>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</b>  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.
<b>35.</b>	<b><i>Water Resources Act 1997 (repealed)</i></b>	
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
<b>36.</b>	<b><i>Other charges</i></b>	
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

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

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

## Additional Information

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

- |   |   |
|---|---|
| 1. Pipeline Authority of S.A. Easement  | Epic Energy has no record of a Pipeline Authority Easement relating to this title   |
| 2. State Planning Commission refusal  | No recorded State Planning Commission refusal   |
| 3. SA Power Networks  | SA Power Networks has no interest other than that recorded on the attached notice or registered on the Certificate of Title |
| 4. South East Australia Gas Pty Ltd   | SEA Gas has no current record of a high pressure gas transmission pipeline traversing this property                         |
| 5. Central Irrigation Trust   | Central Irrigation Trust has no current records of any infrastructure or Water Delivery Rights associated to this title.    |
| 6. ElectraNet Transmission Services   | ElectraNet has no current record of a high voltage transmission line traversing this property                               |
| 7. Outback Communities Authority  | Outback Communities Authority has no record affecting this title  |
| 8. Dog Fence ( <i>Dog Fence Act 1946</i> )                                      | The Dog Fence Board has no current interest in Dog Fence rates relating to this title.                                      |
| 9. Pastoral Board ( <i>Pastoral Land Management and Conservation Act 1989</i> ) | The Pastoral Board has no current interest in this title  |
| 10. Heritage Branch DEW ( <i>Heritage Places Act 1993</i> )                     | Heritage Branch in DEW has no record of any World, Commonwealth or National Heritage interest affecting this title          |
| 11. Health Protection Programs – Department for Health and Wellbeing            | Health Protection Programs in the DHW has no record of a public health issue that currently applies to this title.          |

## Notices

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

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

#### Building restrictions

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

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

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

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

#### Statutory easements

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

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

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

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

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

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

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

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

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

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

Information should be obtained from:

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

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

Water Resources Management - Taking of underground water

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

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

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



N  
PREFIX E  
6662341  
[Barcode]  
[Grid of boxes for additional information]

(SEE NOTE 2)  
3 SERIES NO. TO BE COMPLETED BY AGENT  
SINGLE COPY ONLY

NOTES

- All panels to be completed. If insufficient space use Annexure Form B1. The panel should then only contain the words "See Annexure A" (or as the case may be) attached.
- Formal 26 is to be completed by the agent. The prefix C.T.C.L. etc. in the 2 panel box and the volume and folio reference in the 4 panel boxes respectively. Commence with the first digit of each reference in the left hand box and list multiple references horizontally e.g. C T 1 2 4 6 2 2
- State whether the whole or portion only of the land comprised in the Certificate of Title. If portion only, describe precisely.
- Insert "estate in fee simple", "estate as Crown lessee", "estate as lessee" or "estate as mortgage" (as the case may be). If lease or mortgage state registered number.
- List encumbrances which affect the state being encumbered only.
- If address and or occupation has changed identify as formerly
- If tenants in common in unequal shares, then specify.
- If an executing party is a natural person execution should read: "SIGNED by the encumbrancer in the presence of [Name] The witness must be a disinterested person. If an executing party is a body corporate execution should conform to any prescribed formalities relating to the affixing of the common seal.
- The short form of proof is applicable where the witness is an authorised functionary.
- The long form of proof is applicable where the witness is not an authorised functionary. His address and occupation must be stated.

CANCEL  
138-00  
DRG 6/9/89  
00\*82

REGISTRAR-GENERALS  
OFFICE  
SOUTH AUSTRALIA  
MEMORANDUM OF ENCUMBRANCE  
FORM APPROVED BY THE REGISTRAR-GENERAL

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT, 1886.  
AS AMENDED

(SIGNED) J. RADOVANOVIC  
Solicitor/Licensed Land Broker/Encumbrancee

3 144-1088  
TIME 1425  
FEES \$  
R.G.O. 38-  
POSTAGE  
ADVERTISING  
NEW C.T. TO ISSUE

OFFICE NOTES:

NOT DATED

SINGLE COPY ONLY  
C/FEE  
\$10.00  
4 MAY 1989

00\*01 BELOW THIS LINE FOR OFFICE USE ONLY

EXAMINATION

29 CORRECTION  
O.D.R. No. 6662339  
REFERRED RETURNED  
9.2.1989  
PASSED  
EXAMINER TO INITIAL  
[Signature]

00\*82

Lodged by: J. RADOVANOVIC  
Address: 103 NORTH TCE.,  
COLLEGE PK. 5069

Correction to

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

1. Received  
2. Items  
3. No.  
4. Assessor  
5.

REGISTERED ON 9.6.1989 AT 15:00 AM/PM  
BY ENTRY OF A MEMORIAL OF THIS INSTRUMENT IN  
THE REGISTER BOOK, VOL. 4323 FOLIO 116

[Signature]



ITEM(S) DELIVERED — POSTED  
IN ACCORDANCE WITH DELIVERY INSTRUCTIONS

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

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

\*FILL OUT POSTAGE DATE ONLY IF ITEMS ARE  
RETURNED BY CERTIFIED MAIL

\*FILL OUT POSTAL ADDRESS ONLY IF ITEMS  
ARE TO BE RETURNED BY CERTIFIED MAIL

AGENT'S  
INITIALS

DATED THIS 22nd DAY OF

DECEMBER

19 88

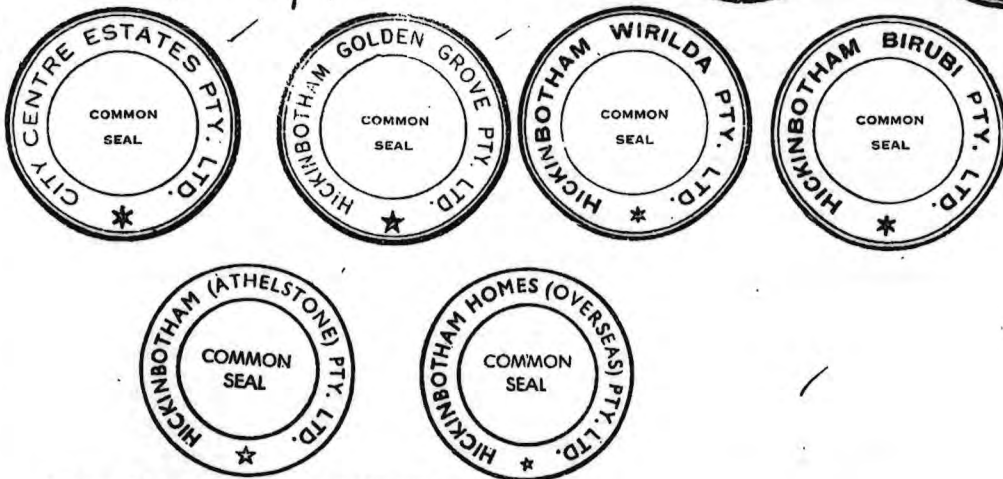
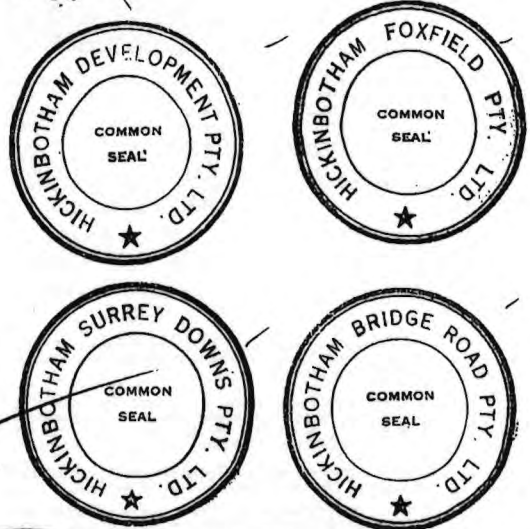
Execution and  
Attestation  
(See Note 8)

SIGNED BY THE SAID ENCUMBRANCEES:-  
THE COMMON SEALS OF:

HICKINBOTHAM DEVELOPMENT PTY. LTD.  
HICKINBOTHAM FOXFIELD PTY. LTD.  
HICKINBOTHAM SURREY DOWNS PTY. LTD.  
HICKINBOTHAM BRIDGE ROAD PTY. LTD.  
CITY CENTRE ESTATES PTY. LTD.  
HICKINBOTHAM GOLDEN GROVE PTY. LTD.  
HICKINBOTHAM WIRILDA PTY. LTD.  
HICKINBOTHAM BIRUBI PTY. LTD.  
HICKINBOTHAM (ATHELSTONE) PTY. LTD.  
HICKINBOTHAM HOMES (OVERSEAS) PTY. LTD.

were hereunto affixed in the presence of:

Authorised Signatories for all companies



SIGNED BY THE SAID ENCUMBRANCERS:-

in the presence of:-

*[Signature]*  
J. E. Doolley

*[Signature]*

SHORT FORM OF  
PROOF  
(See Note 9)

Appeared before me at the day of 19 the encumbrancer  
within described, the party executing the within instrument being a person well known to me and did freely and voluntarily sign the same.

(SIGNED)

Appeared before me at the day of 19 the encumbrancer  
within described, the party executing the within instrument, being a person well known to me and did freely and voluntarily sign the same.

(SIGNED)

LONG FORM OF PROOF  
(See Note 10)

Appeared before me at IT PERERS the 22nd day of OCTOBER 19 88  
JOHN ARMONDORIC of 103 NORTH TIL CONEY PARK 5069 LICENCED LAND BROKER  
(hereinafter referred to as "the witness"), a person known to me and of good repute, attesting witness to this instrument, and acknowledged his signature to the same, and did further declare that the encumbrancer, the party executing the same, was personally known to the witness, that the signature to the said instrument is in the handwriting of the encumbrancer and that the encumbrancer did freely and voluntarily sign the same in the presence of the witness and was at that time of sound mind.

*[Signature]*  
(SIGNED) *[Signature]*  
PRO WITNESS BANK MGR AT IT PERERS

Appeared before me at the day of 19  
(hereinafter referred to as "the witness") a person known to me and of good repute, attesting witness to this instrument, and acknowledged his signature to the same, and did further declare that the encumbrancer the party executing the same, was personally known to the witness, that the signature to the said instruments is in the handwriting of the encumbrancer and that the encumbrancer did freely and voluntarily sign the same in the presence of the witness and was at that time of sound mind.

(SIGNED)

## MEMORANDUM OF ENCUMBRANCE

The whole of the land comprised in Certificate of Title Register Book:-

VOLUME 4323

FOLIO 116

DESCRIPTION OF LAND  
(See Note 3)

ESTATE AND INTEREST  
(See Note 4)

In fee simple

ENCUMBRANCES  
(See Note 5)

Subject to a Memorandum of Mortgage in favour of ALAN HICKINBOTHAM PTY. LTD. /  
dated the 23/12/88 and lodged contemporaneously herewith

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

DANIEL DESMOND DOOLEY Bus Operator and JANET ELIZABETH DOOLEY Clerical Officer both of  
Lot 318 Barton Drive Trott Park 5158

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

HICKINBOTHAM DEVELOPMENT PTY. LTD. /	HICKINBOTHAM FOXFIELD PTY. LTD. /
HICKINBOTHAM SURREY DOWNS PTY. LTD. /	HICKINBOTHAM BRIDGE ROAD PTY. LTD. /
CITY CENTRE ESTATES PTY. LTD. /	HICKINBOTHAM GOLDEN GROVE PTY. LTD. /
HICKINBOTHAM WIRILDA PTY. LTD. /	HICKINBOTHAM BIRUBI PTY. LTD. /
HICKINBOTHAM (ATHELSTONE) PTY. LTD. /	HICKINBOTHAM HOMES (OVERSEAS) PTY. LTD. /
all of 105 North Terrace College Park 5069 AS TENANTS IN COMMON	

IN CONSIDERATION of the transfer of the said land to the encumbrancer by the Encumbrancee or FOR VALUABLE CONSIDERATION hereby acknowledged to have been received by the encumbrancer from the Encumbrancee AND DESIRING TO render the said land available for the purposes of securing to the Encumbrancee the rent charge hereinafter mentioned and the performance and observance of the covenants on the part of the encumbrancer hereinafter contained the encumbrancer DOES HEREBY ENCUMBER the said land with the payment to the Encumbrancee of the annual sum or yearly rent charge of TEN CENTS (10c) payable (if demanded by the Encumbrancee) on the 1st day of January in each and every year commencing on the 1st day of January next after the execution hereof to the intent that the Encumbrancee 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 Encumbrancee 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 and other stipulations hereinafter contained (and the burden of proving such performance and observance shall lie upon the encumbrancer), but none of the foregoing provisions for or in respect of payment of the said annuity or rent charge shall in any way effect or prejudice the rights of the Encumbrancee or any other person claiming under the Encumbrancee as purchaser of any part or parts of the Development Zone to an injunction to prevent or restrain any breach of the covenants and other stipulations hereinafter contained or to damages for any such breach.

The encumbrancer for himself and his successors in title HEREBY COVENANTS with the Encumbrancee as proprietor of and with all other persons claiming under the Encumbrancee as purchasers of any part or parts of the Development Zone more particularly delineated in the plan deposited in the General Registry Office numbered ..2739).... /or attached hereto if a plan number has not been issued (hereinafter called the Development Zone) and therein margined red (to the intent that the benefit of such covenants shall be annexed to and devolve with each and every part of the said Development Zone other than the land hereby encumber) as follows: -

1. That the said land will not be used for any purpose nor will any part of the said land be used for any purpose unless such use shall be a use contemplated by the planning regulations from time to time in force affecting the said land as being permitted (either unconditionally or subject to consent of the local Council) in an area zoned as a residential zone.

2. That notwithstanding the provisions of clause 1 hereof the said land will not be used for any purpose nor will any part of the said land be used for any purpose unless such use shall be permitted and lawful under and in accordance with the planning regulations from time to time in force and under and in accordance with the conditions of any consent given for or in respect of such by any Council or other authority under such regulations.

3. (1) That no building or structure (including a fence or wall of any nature whatsoever) will be erected or made on in or over the said land or any part thereof unless sketch plans and a



schedule of materials sufficient to outline the building or structure have received the prior written approval of the Encumbrancee.

(2) That no siteworks (including fencing any excavation filling or retaining walls) will be erected made or carried out on or about the said land or any part thereof unless sketch plans sufficient to outline the works have received the prior written approval of the Encumbrancee.

(3) That no external sign or hoarding or any tank or any mast or pole of any description or television antenna or radio aerial will be erected or made on or over the said land or any part thereof on or outside any building or structure on the said land or on any part thereof without prior written approval of the Encumbrancee.

PROVIDED THAT the Encumbrancee will not unreasonably or capriciously refuse or withhold any such approval but a refusal shall not be or be deemed unreasonable or capricious if a registered architect shall have certified that the proposed works do not conform with the general standards of design and planning of the development of other lands within the Development Zone or that the proposed works are undesirable by reason of the effect they would have upon the development, appearance, health or amenities of the neighbourhood or any part of it.

4. That no undue delay will be permitted by the encumbrancer to occur in the commencement or in the completion of any work approved by the Encumbrancee and no variation to such work as approved will be permitted other than in accordance with the terms of any subsequent written approval of the Encumbrancee given before such variation was commenced.

5. That the said land will not be divided.

6. The purchaser acknowledges that the subdivider may plant up to two trees on the block in any position provided such trees are not more than two metres from the front boundary of the block and which tree/trees will be nurtured and protected by the owner and occupier.

7. If the construction of a dwelling approved by the Encumbrancee in accordance with Clause 3 (1) hereof is not commenced within SEVEN calendar months from the date hereof or such further times as the Encumbrancee may advise the encumbrancer, the encumbrancer will, at the request of the Encumbrancee made within six calendar months of the expiration of the said SEVEN calendar months (or the said further time as the case may be) transfer to the Encumbrancee or its nominee twenty eight days after the date of such request (which is hereinafter referred to as "the date of transfer") an estate in fee simple in the said land subject only to this encumbrance for such price (not being less than \$27,950.00 ) as the Encumbrancee may in its sole discretion determine and will execute a Memorandum of Transfer of the said land submitted to the encumbrancer by the Encumbrancee in a form registerable under the Real Property Act 1886 as amended and return the same to the Encumbrancee on or prior to the date of transfer 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 transfer and all costs associated with the said Memorandum of Transfer shall be borne by the Encumbrancee or its nominee. The said consideration shall be payable to the encumbrancer on delivery to the Encumbrancee of the said Memorandum of Transfer and duplicate Certificate of Title for the said land.

8. (a) The encumbrancer shall not lease or transfer the said land before the expiration of twenty (20) years from the date hereof unless a dwelling approved by the Encumbrancee in accordance with Clause 3 (1) hereof has been completed upon the said land PROVIDED THAT if such a dwelling has not been so completed and the encumbrancer shall desire to transfer the said land the Encumbrancee shall have the option of re-purchasing the said land subject only to this encumbrance for the price stated in Clause 6 hereof.

(b) In such case the encumbrancer shall make an offer in writing addressed to the Encumbrancee or its nominee for the abovementioned price and such offer will remain open for acceptance for one calendar month after the date of service of the offer.

(c) If the offer is accepted the encumbrancer shall sell the said land to the Encumbrancee or its nominee upon the terms in this clause mentioned and settlement will be effected and the purchase paid in full within one calendar month from the date of acceptance in exchange for a proper registerable transfer of the said land (subject only to this encumbrance) and delivery of the duplicate Certificate of Title. Rates and taxes and all other outgoings in respect of the said land will be adjusted to the date of settlement and all costs associated with the transfer will be borne by the Encumbrancee or its nominee.

(d) The offer shall be served on the Encumbrancee by being left at or posted in a pre-paid envelope addressed to the Encumbrancee at its registered office in South Australia.

(e) Until the expiration of the said period of one month from the date of service of the offer the encumbrancer shall not be at liberty to transfer or agree to transfer the said land otherwise than in accordance with this option unless in the meantime the Encumbrancee shall in writing unconditionally decline such offer.

(f) This clause shall not apply in the case of a transfer of the said land from the executor of the will or the administrator of the estate of the encumbrancer to a person entitled to the said land under the will or upon the intestacy of the encumbrancer.

(g) If the encumbrancer shall advertise or cause to permit the said land to be advertised for sale before a dwelling approved by the Encumbrancee in accordance with Clause 3 (1) hereof has been completed upon the said land or the Encumbrancee has declined an offer to purchase the said land pursuant to sub-clause (c) hereof the Encumbrancee shall have the option to purchase the said land at the price referred to in Clause 6

hereof on the same terms and conditions as set out in this clause, such option to be exercised by notice in writing to be forwarded to the encumbrancer at its last known address within one month of the Encumbrancee becoming aware that the said land has been advertised (and a certificate under the hand of a manager or secretary or other senior officer of the Encumbrancee shall be conclusive evidence of such date) with settlement to be effected within two calendar months of the exercise of the option.

AND the encumbrancer acknowledges for himself and his successors in title that the foregoing covenants are entered into and undertaken for the purposes of the Encumbrancees scheme of development for the lands comprised in the Development Zone and that the Encumbrancee has declared and undertaken that it has required and will require from each purchaser of the lands comprised in the Development Zone as a condition of its sale of those lands a Memorandum of Encumbrance in the same or substantially similar form to this instrument and containing the same or substantially similar covenants and other stipulations.

PROVIDED ALWAYS THAT

1. The Encumbrancee may from time to time in its absolute discretion modify waive or release any of the covenants and other stipulations herein contained or implied.
2. The Encumbrancee may from time to time in its absolute discretion modify waive or release any of the covenants and other stipulations expressed or implied in any Memorandum of Encumbrance or other instrument whatsoever relating to any other land in the Development Zone and whether the same were entered into or imposed before or at the same time as or after the date hereof and no such modification or waiver or release shall release the encumbrancer or his successors in title from the covenants and other stipulations herein contained and implied.

In this instrument:

- (1) Unless repugnant to the context words importing any particular gender shall include all other genders and words importing the singular number shall include the plural and vice versa;
- (2) The expression "the encumbrancer" includes the registered proprietor for the time being of the said land;
- (3) 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 Encumbrancee shall be entitled to all the powers rights and remedies given to encumbrancees by the Real Property Act 1886, as amended.





# Section 48 Notice

## This notice is to be retained by the Tenant



### Information to be provided by landlords to tenants

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

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

Address for service of documents if different to above:

2. **LANDLORD 1:** Full Name:   
 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:

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):

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

Street 1:   
 Street 2:   
 Suburb:  State:  Postcode:

Are there additional landlords? ☐ Yes If yes, refer to Annexure - Additional Landlords

3. **PERSON(S) WITH SUPERIOR TITLE TO LANDLORD** (if applicable)  
  
 Street 1:   
 Street 2:   
 Suburb:  State:  Postcode:   
 ABN (if applicable):

INITIALS

*Initials not required if using electronic signature*

*[Handwritten initials: B, mjh, KD]*

# 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: BARRIE MAGAIN & CO PTY LTD

Company Representative: Magain Property Management

ABN (if applicable): 70-007-787-484

RLA No: RLA222182

Street 1: 765 MARION ROAD

Street 2: Ascot Park, SA

Suburb: ASCOT PARK

State: SA

Postcode: 5043

Telephone: W: 08 8277 1777

M: 0408 704 630

Email: magain@email.propertyme.com

☒ 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: WALNUT INVESTMENTS SUPPERANNUATION FUND

Address for service of documents for Landlord 1 (cannot be Agent's address for service):

Street 1: PO BOX 3294

Street 2: NEWTON, SA

Suburb: NEWTON

State: SA

Postcode: 5074

ABN (if applicable):

**LANDLORD 2:** Full Name:

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: Melanie Hogg

Telephone: 0466 619 901

Email address for service of documents: melanie.hogg@hotmail.com

**TENANT 2:** Full Name: ~~Jekabs Kronitis~~ *Kronitis*

Telephone: 0423 241 333

Email address for service of documents: jekabsedvinskronitis@hotmail.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: 53 BARTON DRIVE

Street 2:

Suburb: TROTT PARK

State: SA

Postcode: 5158

**5. TERM**

☒ Fixed:

Commencement Date: 21 / 7 / 2021 End Date: 20 / 7 / 2022

☐ Periodic:

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

INITIALS

*Initials not required if using electronic signature*

# Residential Tenancy Agreement: Schedule

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## 6. RENT

Amount: Words: NINE HUNDRED AND TWENTY DOLLARS \$ 920.00

Per (period): FORTNIGHT

Payable in advance: ☐ Weekly ☒ Fortnightly ☐ Calendar monthly

Payments: First Payment of \$ 920.00 on 21 / 07 / 2021 with the

next payment of \$ 920.00 on 11 / 08 / 2021

and thereafter: \$ 920.00 on the WEDNESDAY of each FORTNIGHT

Payment Method: ☒ Internet Transfer ☐  ☐ Other NO CASH PAYMENTS ACCEPTED

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

## 7. BOND

Words: TWO THOUSAND SEVEN HUNDRED AND SIXTY DOLLARS \$ 2,760.00

## 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)

TENANT TO PAY ALL WATER USAGE AND SUPPLY

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

Service	Apportionment
<u>ELECTRICITY, GAS, TELEPHONE</u>	

## 9. INSURANCE (Clause 3.1.13)

Responsibility for insurance of the premises ☒ Landlord

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

## 10. EXCLUSION OF ANY PART OF PROPERTY

Parts of property not included in this agreement:

## 11. PETS APPROVED

- ☐ No
- ☒ Yes - Refer to Pet Agreement

INITIALS

*Initials not required if using electronic signature*



# Residential Tenancy Agreement: Schedule

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## 12. REPAIR INSTRUCTIONS

- ☒ Always contact Agent  
☐ Nominated contact

Contact 1:

Name: AFTER HOURS EMERGENCY

Telephone: 0423 545 583

Contact 2:

Name:

Telephone:

## 13. ADDITIONAL CONDITIONS

- ☐ N/A ☒ As detailed below ☐ See annexure

Water is charged as detailed in clause 3.1.3 of page 1 of this agreement

No smoking indoors at any time during the tenancy. This includes occupants and visitors of the property.

No pets allowed other than what is detailed in Clause 3.2.11 of this agreement.

No other occupants are authorised to reside other than what is detailed in item 10 on page 3 of this agreement

The tenant gives Magain Property Management permission to photograph the property and any area requiring maintenance as part of the periodic inspections.

Magain Property Management warrants not to take photos of any personal effects.

Please see further special conditions annexure of this Lease Agreement in next pages.

INITIALS

*Initials not required if using electronic signature*

# Residential Tenancy Agreement: Terms and Conditions



## 1. AGREEMENT

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

## 2. DEFINITIONS AND INTERPRETATION

In this Agreement, unless a contrary intention appears:

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

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

## 3. TENANT'S RIGHTS AND OBLIGATIONS

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

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

INITIALS

Initials not required if using electronic signature

*mjh* KO



# Residential Tenancy Agreement: Terms and Conditions

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- 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.

INITIALS

Initials not required if using electronic signature

*msb* *AD*



# Residential Tenancy Agreement: Terms and Conditions

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4.4 By completing this clause, the parties agree that the rent will be increased during the fixed term of the agreement as follows:

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):

## 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

EXECUTED AS AN AGREEMENT

The Tenant(s) acknowledge receipt of:

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

- ☒ Number of Keys 11
- ☒ Number of Remote control devices
- ☒ Strata Articles
- ☒ Community Title By-laws
- ☒ Statutory Notice for Short Term Tenancy
- ☐ Other
- ☐ Other

Signed by Tenant 1

Tenant Name

# Melanie

Date: 28/7/21

Melanie Hogg

Signed by Tenant 2

Tenant Name



Date: 28/7/2

Jekabs Kronīšs ~~Kronīšs~~

Signed by Tenant 3

Tenant Name

Date:

Signed by Tenant 4

Tenant Name

Date:

Signed by or on behalf of Landlord

☒ Agent as authorised    ☐ Landlord

Alvaro

Date: 28/7/2021

**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

msh KR



## NOTICE TO TENANT OF LEASE EXTENSION

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

To

Tenant 1: Jekabs Kronitis

Tenant 2: Melanie Hogg

Tenant 3:

Tenant 4:

Tenant 5:

Tenant 6:

Tenant 7:

Tenant 8:

(insert name of tenant(s))

Address of rented premises:

Street 1: 53 BARTON DRIVE

Street 2:

Suburb: TROTT PARK

State: SA

Postcode: 5158

I give you notice that your current lease expires on 27 / 7 / 2023

(insert date)

Your current rent is \$ 1,080.00 per fortnight

(insert amount)

(insert rental period eg fortnight, calendar month)

I wish to offer you an extension of your lease for a further 12 months ~~weeks~~

(Strike out whichever is not appropriate)

The lease extension will expire on 27 / 07 / 2024

(insert date)

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

(Strike out whichever is not applicable)

The new rent will be \$ 1,160.00 per fortnight with the first payment due on 09 / 08 / 2023

(insert amount)

(insert rental period eg fortnight, calendar month)

(insert date)

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

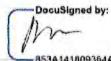
☒ N/A☐ As detailed below☐ See annexure

Please sign and return this Notice to your Agent by 18 / 04 / 2023 if you wish to accept.

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

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

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

**NOTICE TO TENANT OF LEASE EXTENSION**  
(DO NOT USE THIS FORM FOR PERIODIC OR SHORT FIXED TERM TENANCIES)Signed by Tenant 1  
Tenant NameDocuSigned by:  
  
B53A141B09364A9

Date: 28-Mar-23

Jekabs Kronitis

Signed by Tenant 2  
Tenant NameDocuSigned by:  
  
DB9DF81A8A82433

Date: 28-Mar-23

Melanie Hogg

Signed by Tenant 3  
Tenant Name

Date:

Signed by Tenant 4  
Tenant Name

Date:

Signed by Tenant 5  
Tenant Name

Date:

Signed by Tenant 6  
Tenant Name

Date:

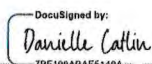
Signed by Tenant 7  
Tenant Name

Date:

Signed by Tenant 8  
Tenant Name

Date:

Signed by or on behalf of the Landlord

☒ Agent as authorised ☐ LandlordDocuSigned by:  
  
7BF198ABAF5140A...

Date: 28-Mar-23

DEVELOPMENT ACT, 1993  
DECISION NOTIFICATION FORM

Page: 1

FOR DEVELOPMENT APPLICATION NO. 100/961442

Dated: 18/12/96  
Registered: 18/12/96

TO: BASIC STEEL SUPPLIES  
5 SOMERSET CCT  
LONSDALE 5160

LOCATION OF PROPOSED DEVELOPMENT: 53 BARTON DR  
TROTT PARK  
BEING LOT 318 CONTAINED IN DP23301

NATURE OF PROPOSED DEVELOPMENT: GARAGE  
BUILDING CLASSIFICATION - 10A

IN RESPECT OF THIS PROPOSED DEVELOPMENT YOU ARE INFORMED THAT :-

No work can commence on the proposed development unless it is in strict compliance with the approved plans and details and any conditions of approval which are set out below. There are rights of appeal. Refer to important information on the back of this form.

DEVELOPMENT APPROVAL IS GRANTED SUBJECT TO COMPLIANCE WITH THE FOLLOWING CONDITION(S) :-

1. Stormwater shall be drained to the street water table.

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

c D D & J E DOOLEY  
53 BARTON DRIVE  
TROTT PARK 5158

Date of Decision: 30/12/96

Signed  Authorised officer

PLEASE READ THE INFORMATION ON THE BACK OF THIS FORM

DEVELOPMENT ACT, 1993  
DECISION NOTIFICATION FORM

Page: 1

FOR DEVELOPMENT APPLICATION NO. 100/980147

Dated: 02/02/98  
Registered: 04/02/98

TO: D DOOLEY  
53 BARTON DRIVE  
TROTT PARK 5158

LOCATION OF PROPOSED DEVELOPMENT: 53 BARTON DRIVE  
TROTT PARK  
BEING LOT 318 CONTAINED IN DP23301

NATURE OF PROPOSED DEVELOPMENT: VERANDAH  
BUILDING CLASSIFICATION - 10A

IN RESPECT OF THIS PROPOSED DEVELOPMENT YOU ARE INFORMED THAT :-

No work can commence on the proposed development unless it is in strict compliance with the approved plans and details and any conditions of approval which are set out below. There are rights of appeal. Refer to important information on the back of this form.

DEVELOPMENT APPROVAL IS GRANTED SUBJECT TO COMPLIANCE WITH THE FOLLOWING CONDITION(S) :-

1. Overflow from the stormwater tank shall be drained to the street water table.

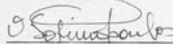
Reasons for Conditions

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

c GALEPRUFFE CONSTRUCTIONS PTY LTD  
SOUTH ROAD  
CLOVELLY PARK 5042

Date of Decision: 12/2/98

Signed



Authorised officer

PLEASE READ THE INFORMATION ON THE BACK OF THIS FORM

## DECISION NOTIFICATION FORM

DEVELOPMENT ACT 1993

### DEVELOPMENT APPROVAL

**DEVELOPMENT APPLICATION NO. 100/2004/157**

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

Dated: 27/01/2004  
Registered: 27/01/2004

<b>TO:</b>	Basic Steel Supplies Pty Ltd 5 Somerset Circuit LONSDALE SA 5160
------------	--

<b>LOCATION OF PROPOSED DEVELOPMENT:</b>	53 BARTON DRIVE TROTT PARK 5158  LOT: 318 DP: 23301 CT: 5338/618
--	--

<b>NATURE OF PROPOSED DEVELOPMENT:</b>	Carport
--	---------

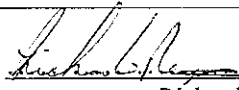
In respect of this proposed development you are informed that:-

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	01/03/2004	2
Provisional Building Rules Consent	Yes	Granted	12/03/2004	-
Other	No		-	
<b>DEVELOPMENT APPROVAL</b>	<b>Yes</b>	<b>GRANTED</b>	<b>12/03/2004</b>	<b>2</b>

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: 12/03/2004

<b>Signed:</b>		<b>Authorised Officer</b>
<b>Date:</b>	12/03/ 2004	

## DECISION NOTIFICATION FORM

DEVELOPMENT ACT 1993

### DEVELOPMENT APPROVAL

**DEVELOPMENT APPLICATION NO. 100/2004/157**

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

Dated: 27/01/2004  
Registered: 27/01/2004

### 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 27/01/2004.
- (2) Carport  
The carport herein approved shall not be enclosed unless otherwise approved by Council.

#### Building Conditions

nil

#### NOTES:

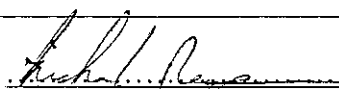
nil

#### Reasons for Conditions

**To ensure adequate compliance with the provisions of the Development Act, 1993.**

cc D D & J E Dooley, 53 Barton Drive, TROTT PARK SA 5158.

Signed:

 ..... Authorised Officer  
Richard Neaylon

Date:

12/03/2004



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: 2563191

BRUCE TWELFTREE  
POST OFFICE BOX 178  
EDWARDSTOWN SA 5039

## DATE OF ISSUE

26/04/2024

## ENQUIRIES:

Tel: (08) 8226 3750

Email: revsaesl@sa.gov.au

## OWNERSHIP NUMBER

7106508\*

## OWNERSHIP NAME

WALNUT BARTON DRIVE PTY LTD

## PROPERTY DESCRIPTION

53 BARTON DR / TROTT PARK SA 5158 / LT 318

## ASSESSMENT NUMBER

1050643009

## TITLE REF.

(A "+" indicates multiple titles)

CT 5338/618

## CAPITAL VALUE

\$560,000.00

## AREA / FACTOR

R4  
1.000

## LAND USE / FACTOR

RE  
0.400

## LEVY DETAILS:

## FINANCIAL YEAR

2023-2024

## FIXED CHARGE

## + VARIABLE CHARGE

## - REMISSION

## - CONCESSION

## + ARREARS / - PAYMENTS

## = AMOUNT PAYABLE

\$ 50.00  
\$ 226.65  
\$ 142.00  
\$ 0.00  
\$ -134.65  
\$ 0.00

## Please Note:

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

## EXPIRY DATE

25/07/2024



Government of  
South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

# CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

**Please Note:**

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

Visit: [www.revenuesa.sa.gov.au](http://www.revenuesa.sa.gov.au)  
Email: [revsupport@sa.gov.au](mailto: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](http://www.revenuesaonline.sa.gov.au)**

RevenueSA  
Locked Bag 555  
ADELAIDE SA 5001





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: 2563191

## DATE OF ISSUE

26/04/2024

BRUCE TWELFTREE  
POST OFFICE BOX 178  
EDWARDSTOWN SA 5039

## ENQUIRIES:

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

### OWNERSHIP NAME

WALNUT BARTON DRIVE PTY LTD

### FINANCIAL YEAR

2023-2024

### PROPERTY DESCRIPTION

53 BARTON DR / TROTT PARK SA 5158 / LT 318

### ASSESSMENT NUMBER

1050643009

### TITLE REF.

(A "+" indicates multiple titles)

CT 5338/618

### TAXABLE SITE VALUE

\$280,000.00

### AREA

0.0696 HA

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

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

### Please Note:

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

ON OR BEFORE **25/07/2024**

See overleaf for further information



Government of  
South Australia

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



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](http://www.revenuesa.sa.gov.au)  
Email: [revsupport@sa.gov.au](mailto: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](http://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



Certificate No: **104396**

Date: **26/04/2024**

Receipt No:

Reference No:

Fax No:

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](mailto:council@marion.sa.gov.au)

**Bruce Twelftree Conveyancing**  
**PO Box 178**  
**EDWARDSTOWN SA 5039**

## CERTIFICATE

*Section 187 of the Local Government Act*

Assessment Number: **384396**

Valuer General No.: **1050643009**

Property Description: **Lot: 318 DP: 23301 CT: 5338/618**

Property Address: **53 Barton Drive TROTT PARK 5158**

Owner: **Walnut Barton Drive Pty Ltd**

*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:*

<b>Rates/Natural Resources Levy:</b>	<b>Total</b>
<b>Rates for the current year</b> (includes Natural Resources Levy)	<b>\$1,482.09</b>
Overdue/Arrears	\$0.00
Interest	\$0.00
Adjustments	-\$0.04
Legal Fees	\$0.00
Less Payments Received	-\$1,112.05
Less Capping Rebate (if applicable)	\$0.00
Less Council Rebate	\$0.00
<b>Debtor:</b> Monies outstanding (which are a charge on the land) in addition to Rates due	
<b>Total Outstanding</b>	<b>\$370.00</b>

**Please be advised:** The first instalment is due **1<sup>st</sup> 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



**Bruce Twelftree Conveyancing**  
**PO Box 178**  
**EDWARDSTOWN SA 5039**

Assessment No: 384396  
 Certificate of Title: Lot: 318 DP: 23301 CT: 5338/618  
 Property Address: 53 Barton Drive TROTT PARK 5158  
 Owner: Walnut Barton Drive Pty Ltd

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

<b>Development Act 1993 (repealed)</b>		
section 42— Condition (that continues to apply) of a development authorisation?		100/1996/1442 100/1998/0147 100/2004/0157
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
<b>Planning, Development and Infrastructure Act 2016</b>		
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:  <a href="#">Code Amendment Map Viewer (geohub.sa.gov.au)</a>
	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
<b>Repealed Act conditions</b>	
Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1966</i> (repealed)	Nil
<b>Fire and Emergency Services Act 2005</b>	
section 105F (or section 56 or 83 (repealed)—Notice to take action to prevent outbreak or spread of fire	Nil
<b>Food Act 2001</b>	
section 44—Improvement notice	Nil
section 46—Prohibition order	Nil
<b>Housing Improvement Act 1940 (repealed)</b>	
section 23—Declaration that house is undesirable or unfit for human habitation	Nil
<b>Local Government Act 1934 (repealed)</b>	
Notice, order, declaration, charge, claim or demand given or made under the Act	Nil
<b>Local Government Act 1999</b>	
Notice, order, declaration, charge, claim or demand given or made under the Act	Nil
<b>Local Nuisance and Litter Control Act 2016</b>	
section 30—Nuisance or litter abatement notice	Nil
<b>Land Acquisition Act 1969</b>	
section 10—Notice of intention to acquire	Nil
<b>Public and Environmental Health Act 1987 (repealed)</b>	
Part 3—Notice	Nil
<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2—</i> Condition (that continues to apply) of an approval	Nil
<i>Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19—</i> Maintenance order (that has not been complied with)	Nil
<b>South Australian Public Health Act 2011</b>	
section 92—Notice	Nil
<i>South Australian Public Health (Wastewater) Regulations 2013 Part 4—</i> Condition (that continues to apply) of an approval	Nil
<b>Particulars of building indemnity insurance</b>	See attached

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, Kirra Gray, Administration Officer of the City of Marion certify that the information provided in these responses is correct.

Sign:



**Date: 26/04/2024**

## Data Extract for Section 7 search purposes

Valuation ID 1050643009

**Data Extract Date:** 26/04/2024

**Parcel ID:** D23301 A318

**Certificate Title:** CT5338/618

**Property Address:** 53 BARTON DR TROTT PARK SA 5158

### Zones

Suburban Neighbourhood (SN)

### 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



Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
10 50643 00 9	CT5338618	29/4/2024	8506	2563191

BRUCE TWELFTREE CONVEYANCING  
PO BOX 178  
EDWARDSTOWN SA 5039  
brucetwelftree@gmail.com

Section 7/Elec

## Certificate of Water and Sewer Charges & Encumbrance Information

### Property details:

Customer: WALNUT BARTON DRIVE PTY. LTD  
Location: 53 BARTON DR TROTT PARK LT 318  
Description: 6H 2CP IG      Capital Value: \$ 560 000  
Rating: Residential

### Periodic charges

Raised in current years to 31/3/2024

			\$
	Arrears as at: 30/6/2023	:	0.00
Water main available: 1/10/1988	Water rates	:	148.40
Sewer main available: 1/4/1989	Sewer rates	:	257.88
	Water use	:	241.19
	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	:	647.47CR
	Balance outstanding	:	0.00

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

Next quarterly charges:    Water supply: 74.20      Sewer: 85.96      Bill: 8/5/2024

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

The last Water Use Year ended on 23/04/2024.

MAINS WATER USE CHARGE of \$113.60 should be added to the Balance Outstanding above.

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.



## South Australian Water Corporation

Name:  
WALNUT BARTON DRIVE PTY. LTD

Water & Sewer Account  
Acct. No.: 10 50643 00 9

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

Address:  
53 BARTON DR TROTT PARK LT 318

---

### Payment Options

**EFT**

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	1050643009



Bill code: 8888  
Ref: 1050643009

Telephone and Internet Banking — BPAY®

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



Paying online

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



Paying by phone

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

SA Water account number: 1050643009



Government of  
South Australia

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

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

# HOUSING INDEMNITY AUSTRALIA PTY LTD.

Station Place, Bowden S.A. 5007

Ph (08) 46 3962

P.O. Box 139  
Hindmarsh 5007

Certificate Number

No. 32147 A

## CERTIFICATE OF INSURANCE

A policy of insurance which complies with the Building Indemnity Insurance provisions of the Builders Licencing Act, has been issued by: **HOUSING INDEMNITY AUSTRALIA PTY, LTD.** (for and on behalf of the INSURERS named in the Policy.)

in favour of: Daniel Desmond & Janet Elizabeth DOOLEY  
in respect of: Dwelling  
at: Lot 316 Barron Drive, TROTT PARK  
to be carried out by: A. HICKINBOTHAM PTY.LTD.,  
Builders Licence Number: 2962  
Contract date: 10.07.88

### NOTICE TO BUILDING OWNER

If making a claim, you must do so by giving written notice to the Insurers' Agent within 90 days from the date you become aware of the grounds for the claim. Notice should be forwarded to:

## HOUSING INDEMNITY AUSTRALIA PTY LTD.

Station Place, Bowden, 5007

or

P.O. Box 139 Hindmarsh 5007

Dated the 21st day of July 1988

Signed by

for and on behalf of **HOUSING INDEMNITY AUSTRALIA PTY. LTD.**  
AGENTS FOR THE INSURERS NAMED IN THE POLICY.

THIS CERTIFICATE OF INSURANCE IS FOR COVER

AS BELOW

1. STATUTORY COVER (Up to \$50000)
2. STATUTORY COVER (Over \$50000)
3. EXTENDED BENEFITS POLICY

Verified by

Client Copy White, Council Copy Yellow, Builders Copy Blue