

## FORM 1 - Vendor's Statement

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

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### Preliminary

#### To the purchaser:

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

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

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

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

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

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

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

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

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

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

### PART A – PARTIES AND LAND

#### 1 Purchaser:

\_\_\_\_\_

Address: \_\_\_\_\_

#### 2 Purchaser's registered agent:

Address: \_\_\_\_\_

#### 3 Vendor:

Carlos Nelson Olivier and Michelle Anne Olivier

Address: 35 Telegraph Road, Seaford Meadows SA 5169

#### 4 Vendor's registered agent:

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

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

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

6 Description of the land: *[Identify the land including any certificate of title reference]*

The land situated at 35 Telegraph Road, Seaford Meadows SA 5169 and being whole of the land in Certificate of \_\_\_\_\_  
 Title Volume 6052 Folio 794 and being whole of Allotment 580 on Deposited Plan 82405 in the Area named \_\_\_\_\_  
Seaford Meadows in the Hundred of Willunga

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

**To the purchaser:**

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

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

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

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

**2 – Time for service**

The cooling-off notice must be served–

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

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

**3 – Form of cooling-off notice**

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

**4 – Methods of service**

The cooling-off notice must be–

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

35 Telegraph Road, Seaford Meadows SA 5169

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

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

lindy@magain.com.au

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

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

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

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

**Note–**

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

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

**5 – Effect of service**

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

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

**Proceeding with the purchase**

If you wish to proceed with the purchase—

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

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

**To the purchaser:**

\*I / ~~We~~,

Carlos Nelson Olivier

of

35 Telegraph Road, Seaford Meadows SA 5169

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

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

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

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



**To the purchaser:**

I,

Lindy Kriticos

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

Exceptions:

NIL

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

~~\*Vendor's agent / Purchaser's agent~~

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

**SCHEDULE – DIVISION 1**

**PARTICULARS OF MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES AFFECTING THE LAND**

(section 7(1)(b))

Note –

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

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

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

**TABLE OF PARTICULARS**

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

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

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

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

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

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

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

Column 1	Column 2	Column 3
<b>1. General</b>		
<p><b>1.1 Mortgage of land</b></p> <p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p><b>Is this item applicable?</b></p> <p><b>Will this be discharged or satisfied prior to or at settlement?</b></p> <p><b>Are there attachments?</b></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>                      refer to certificate of title volume 6047/folio 550</p> <p>Number of mortgage (if registered): 11617447</p> <p>Name of mortgagee: ANZ BANKING GROUP LTD</p>	<p><input checked="" type="checkbox"/></p> <p>YES</p> <p>YES</p>
<p><b>1.2 Easement</b> (whether over the land or annexed to the land)</p> <p><b>Note -</b> "Easement" includes rights of way and party wall rights.</p> <p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p><b>Is this item applicable?</b></p> <p><b>Will this be discharged or satisfied prior to or at settlement?</b></p> <p><b>Are there attachments?</b></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Description of land subject to easement:</p> <p>Nature of easement:</p> <p>Are you aware of any encroachment on the easement?</p> <p>(If YES, give details):</p> <p>If there is an encroachment, has approval for the encroachment been given?</p> <p>(If YES, give details):</p>	<p><input type="checkbox"/></p> <p>YES/NO</p> <p>YES/NO</p>
<p><b>1.3 Restrictive covenant</b></p> <p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p><b>Is this item applicable?</b></p> <p><b>Will this be discharged or satisfied prior to or at settlement?</b></p> <p><b>Are there attachments?</b></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>                      REFER TO CERTIFICATE OF TITLE VOLUME 6047/550</p> <p>Nature of restrictive covenant: ENCUMBRANCE TO LANDSA PTY LTD</p> <p>Name of person in whose favour restrictive covenant operates: LANDSA PTY LTD</p> <p>Does the restrictive covenant affect the whole of the land being acquired? YES</p> <p>(If NO, give details):</p> <p>Does the restrictive covenant affect land other than that being acquired? NO</p>	<p><input checked="" type="checkbox"/></p> <p>NO</p> <p>YES</p>

Column 1	Column 2	Column 3
<p><b>1.4 Lease, agreement for lease, tenancy agreement or licence</b></p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i>  <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Names of parties:</p> <p>Period of lease, agreement for lease etc:                      From:                      To:                      Amount of rent or licence fee:                      per (period)</p> <p>Is the lease, agreement for lease etc in writing?</p> <p>If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify:                      (a) the Act under which the lease or licence was granted:                      (b) the outstanding amounts due (including any interest or penalty):</p>	<p><input type="checkbox"/></p> <p>YES/NO</p> <p>YES/NO</p>
<p>(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.)</p> <p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p>N/A</p>	
<p><b>5. Development Act 1993 (repealed)</b></p>		
<p><b>5.1 section 42 - Condition (that continues to apply) of a development authorisation</b></p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i>  <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>REFER TO COUNCIL SEARCH</p> <p>Condition(s) of authorisation:                      REFER APPROVAL/S FOR SINGLE STOREY DETACHED DWELLING AND VERANDAH</p>	<p><input checked="" type="checkbox"/></p> <p>NO</p> <p>YES</p>
<p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p>N/A</p>	
<p><b>5.6 section 57 - Land management agreement</b></p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i>  <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>REFER TO LAND MANAGEMENT AGREEMENTS</p> <p>Date of agreement:                      2ND JULY 2009</p> <p>Names of parties:                      1)CITY OF ONKAPARINGA AND LANDS SA PTY LTD AND FAIRMONT HOMES GROUP AND MSP PROPERTY HOLDINGS PTY LTD                      2)Carlos Nelson Olivier &amp; Michelle Anne Olivier and Land SA LTD</p> <p>Terms of agreement:                      REFER TO LANDS MANAGEMENT AGREEMENT</p>	<p><input checked="" type="checkbox"/></p> <p>NO</p> <p>YES</p>
<p><b>6. Repealed Act conditions</b></p> <p><b>6.1 Condition (that continues to apply) of an approval or authorisation granted under the Building Act 1971 (repealed), the City of Adelaide Development Control Act 1976 (repealed), the Planning Act 1982 (repealed) or the Planning and Development Act 1966 (repealed)</b></p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i>  <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Nature of condition(s):</p>	<p><input type="checkbox"/></p> <p>YES/NO</p> <p>YES/NO</p>
<p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p>N/A</p>	

Column 1	Column 2	Column 3
<b>21. Local Government Act 1999</b>		
21.1 Notice, order, declaration, charge, claim or demand given or made under the Act	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>                      local government rates search</p> <p>Date of notice, order etc: 17/4/2025</p> <p>Name of council by which, or person by whom, notice, order etc is given or made: City of Onkaparinga</p> <p>Land subject thereto: certificate of title volume 6052/ folio 794</p> <p>Nature of requirements contained in notice, order etc: 2024/2025 rates notice</p> <p>Time for carrying out requirements: by 30th June 2025</p> <p>Amount payable (if any): \$611.00</p>	<input checked="" type="checkbox"/> YES YES
<b>29. Planning, Development and Infrastructure Act 2016</b>		
29.1 Part 5 - Planning and Design Code	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>                      Refer Council Search and Property Interest Report</p> <p>Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code): HDN - HOUSING DIVERSITY NEIGHBOURHOOD</p> <p>Is there a State heritage place on the land or is the land situated in a State heritage area? NO</p> <p>Is the land designated as a local heritage place? NO</p> <p>Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land? NO</p> <p>Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? YES</p> <p><b>Note-</b> For further information about the Planning and Design Code visit <a href="http://www.code.plan.sa.gov.au">www.code.plan.sa.gov.au</a></p>	<input checked="" type="checkbox"/> NO YES
<p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>		
29.2 section 127 - Condition (that continues to apply) of a development authorisation	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Date of authorisation:</p> <p>Name of relevant authority that granted authorisation:</p> <p>Condition(s) of authorisation:</p>	<input type="checkbox"/> YES/NO YES/NO
<p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p>N/A</p>	

Column 1	Column 2	Column 3
<b>34. Water Industry Act 2012</b>		
34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>REFER SA WATER NOTICE OF ENCUMBRANCE</p> <p>Date of notice or order: 10/2/2012</p> <p>Name of person or body who served notice or order: SA WATER CORP</p> <p>Amount payable (if any) as specified in the notice or order:</p> <p>Nature of other requirement made (if any) as specified in the notice or order:</p>	<input checked="" type="checkbox"/> <b>NO</b> <b>YES</b>

**SCHEDULE – DIVISION 2**

**OTHER PARTICULARS**

(section 7(1)(b))

**Particulars relating to environment protection**



**1—Interpretation**

- (1) In this and the following items (items 1 to 7 inclusive)—
  - domestic activity** has the same meaning as in the *Environment Protection Act 1993*;
  - environmental assessment**, in relation to land, means an assessment of the existence or nature or extent of—
    - (a) site contamination (within the meaning of the *Environment Protection Act 1993*) at the land; or
    - (b) any other contamination of the land by chemical substances,
 and includes such an assessment in relation to water on or below the surface of the land;
  - EPA** means the Environment Protection Authority established under the *Environment Protection Act 1993*;
  - pre-1 July 2009 site audit**, in relation to land, means a review (carried out by a person recognised by the EPA as an environmental auditor) that examines environmental assessments or remediation of the land for the purposes of determining—
    - (a) the nature and extent of contamination of the land by chemical substances present or remaining on or below the surface of the land; and
    - (b) the suitability of the land for a particular use; and
    - (c) what remediation is or remains necessary for a particular use,
 but does not include a site contamination audit (as defined below) completed on or after 1 July 2009;
  - pre-1 July 2009 site audit report** means a detailed written report that sets out the findings of a pre-1 July 2009 site audit;
  - prescribed commercial or industrial activity**—see item 1(2);
  - prescribed fee** means the fee prescribed under the *Environment Protection Act 1993* for inspection of, or obtaining copies of information on, the public register;
  - public register** means the public register kept by the EPA under section 109 of the *Environment Protection Act 1993*;
  - site contamination audit** has the same meaning as in the *Environment Protection Act 1993*;
  - site contamination audit report** has the same meaning as in the *Environment Protection Act 1993*.
- (2) For the purposes of this and the following items (items 1 to 7 inclusive), each of the following activities (as defined in Schedule 3 clause 2 of the *Environment Protection Regulations 2009*) is a prescribed commercial or industrial activity:

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

**2—Pollution and site contamination on the land —questions for vendor**

(1) Is the vendor aware of any of the following activities ever having taken place at the land:

- (a) storage, handling or disposal of waste or fuel or other chemicals (other than in the ordinary course of domestic activities)?
- (b) importation of soil or other fill from a site at which –
  - (i) an activity of a kind listed in paragraph (a) has taken place; or
  - (ii) a prescribed commercial or industrial activity (see item 1(2) above) has taken place?

NO

If **YES**, give details of all activities that the vendor is aware of and whether they have taken place before or after the vendor acquired an interest in the land:

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(2) Is the vendor aware of any prescribed commercial or industrial activities (see item 1(2) above) ever having taken place at the land?

NO

If **YES**, give details of all activities that the vendor is aware of and whether they have taken place before or after the vendor acquired an interest in the land:

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(3) Is the vendor aware of any dangerous substances ever having been kept at the land pursuant to a licence under the *Dangerous Substances Act 1979*?

NO

If **YES**, give details of all dangerous substances that the vendor is aware of and whether they were kept at the land before or after the vendor acquired an interest in the land:

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(4) Is the vendor aware of the sale or transfer of the land or part of the land ever having occurred subject to an agreement for the exclusion or limitation of liability for site contamination to which section 103E of the *Environment Protection Act 1993* applies?

NO

If **YES**, give details of each sale or transfer and agreement that the vendor is aware of:

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(5) Is the vendor aware of an environmental assessment of the land or part of the land ever having been carried out or commenced (whether or not completed)?

NO

If **YES**, give details of all environmental assessments that the vendor is aware of and whether they were carried out or commenced before or after the vendor acquired an interest in the land:

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**Note—**

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

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

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

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

- (a) details of a current licence issued under Part 6 of the *Environment Protection Act 1993* to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?  
NO
- (b) details of a licence no longer in force issued under Part 6 of the *Environment Protection Act 1993* to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?  
NO
- (c) details of a current exemption issued under Part 6 of the *Environment Protection Act 1993* from the application of a specified provision of that Act in relation to an activity carried on at the land?  
NO
- (d) details of an exemption no longer in force issued under Part 6 of the *Environment Protection Act 1993* from the application of a specified provision of that Act in relation to an activity carried on at the land?  
NO
- (e) details of a licence issued under the repealed *South Australian Waste Management Commission Act 1979* to operate a waste depot at the land?  
NO
- (f) details of a licence issued under the repealed *Waste Management Act 1987* to operate a waste depot at the land?  
NO
- (g) details of a licence issued under the repealed *South Australian Waste Management Commission Act 1979* to produce waste of a prescribed kind (within the meaning of that Act) at the land?  
NO
- (h) details of a licence issued under the repealed *Waste Management Act 1987* to produce prescribed waste (within the meaning of that Act) at the land?  
NO

#### Note—

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

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

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

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

The EPA will not provide details about exemptions relating to—

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

**4—Pollution and site contamination on the land—details recorded by EPA in public register**

Does the EPA hold any of the following details in the public register in relation to the land or part of the land:

- (a) details of serious or material environmental harm caused or threatened in the course of an activity (whether or not notified under section 83 of the *Environment Protection Act 1993*)?  
NO
- (b) details of site contamination notified to the EPA under section 83A of the *Environment Protection Act 1993*?  
NO
- (c) a copy of a report of an environmental assessment (whether prepared by the EPA or some other person or body and whether or not required under legislation) that forms part of the information required to be recorded in the public register?  
YES
- (d) a copy of a site contamination audit report?  
NO
- (e) details of an agreement for the exclusion or limitation of liability for site contamination to which section 103E of the *Environment Protection Act 1993* applies?  
NO
- (f) details of an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the *Environment Protection Act 1993*?  
NO
- (g) details of an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the *Environment Protection Act 1993*?  
NO
- (h) details of a notification under section 103Z(1) of the *Environment Protection Act 1993* relating to the commencement of a site contamination audit?  
NO
- (i) details of a notification under section 103Z(2) of the *Environment Protection Act 1993* relating to the termination before completion of a site contamination audit?  
NO
- (j) details of records, held by the former South Australian Waste Management Commission under the repealed *Waste Management Act 1987*, of waste (within the meaning of that Act) having been deposited on the land between 1 January 1983 and 30 April 1995?  
YES

**Note—**

These questions relate to details required to be recorded by the EPA in the public register. If the EPA answers "YES" to any of the questions, the purchaser may obtain those details from the public register on payment of the prescribed fee.

**5—Pollution and site contamination on the land—other details held by EPA**

Does the EPA hold any of the following details in relation to the land or part of the land:

- (a) a copy of a report known as a "Health Commission Report" prepared by or on behalf of the South Australian Health Commission (under the repealed *South Australian Health Commission Act 1976*)?

YES

- (b) details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the *Environment Protection Act 1993*?

NO

- (c) details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the *Environment Protection Act 1993*?

NO

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

NO

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

NO

**Note—**

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

**6—Further information held by councils**

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

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

NO

**Note—**

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

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

It should be noted that—

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

## 7—Further information for purchasers

### Note—

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

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

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

### If—

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

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

# FORM 1 - VENDOR'S STATEMENT

## GENERAL ANNEXURE

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### General Annexure Item 1

COPY OF SA WATER NOTICE OF ENCUMBRANCE

COPY OF LAND MANAGEMENT AGREEMENTS

COPY OF SA WATER PAYABLE CERTIFICATE

COPY OF ESL PAYABLE CERTIFICATE

COPY OF LAND TAX PAYABLE CERTIFICATE

COPY OF LOCAL COUNCIL RATES CERTIFICATE

COPY OF PROPERTY INTEREST REPORT

COPY OF CONTRACT

COPY OF COUNCIL SEARCHES

COPY OF EPA NOTICE REPORT

COPY OF FORM 3 BUYERS INFORMATION NOTICE

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# Form R3

## Buyers information notice

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

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

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

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

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

### Safety

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

## **Enjoyment**

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

## **Value**

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

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

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

REAL PROPERTY ACT, 1886



South Australia

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



## Certificate of Title - Volume 6052 Folio 794

**Parent Title(s)** CT 6047/550  
**Creating Dealing(s)** RTC 11322046  
**Title Issued** 09/02/2010      **Edition** 3      **Edition Issued** 15/08/2011

## Estate Type

FEE SIMPLE

## Registered Proprietor

CARLOS NELSON OLIVIER  
MICHELLE ANNE OLIVIER  
OF 16 NAVIGATION STREET SEAFORD MEADOWS SA 5169  
AS JOINT TENANTS

## Description of Land

ALLOTMENT 580 DEPOSITED PLAN 82405  
IN THE AREA NAMED SEAFORD MEADOWS  
HUNDRED OF WILLUNGA

## Easements

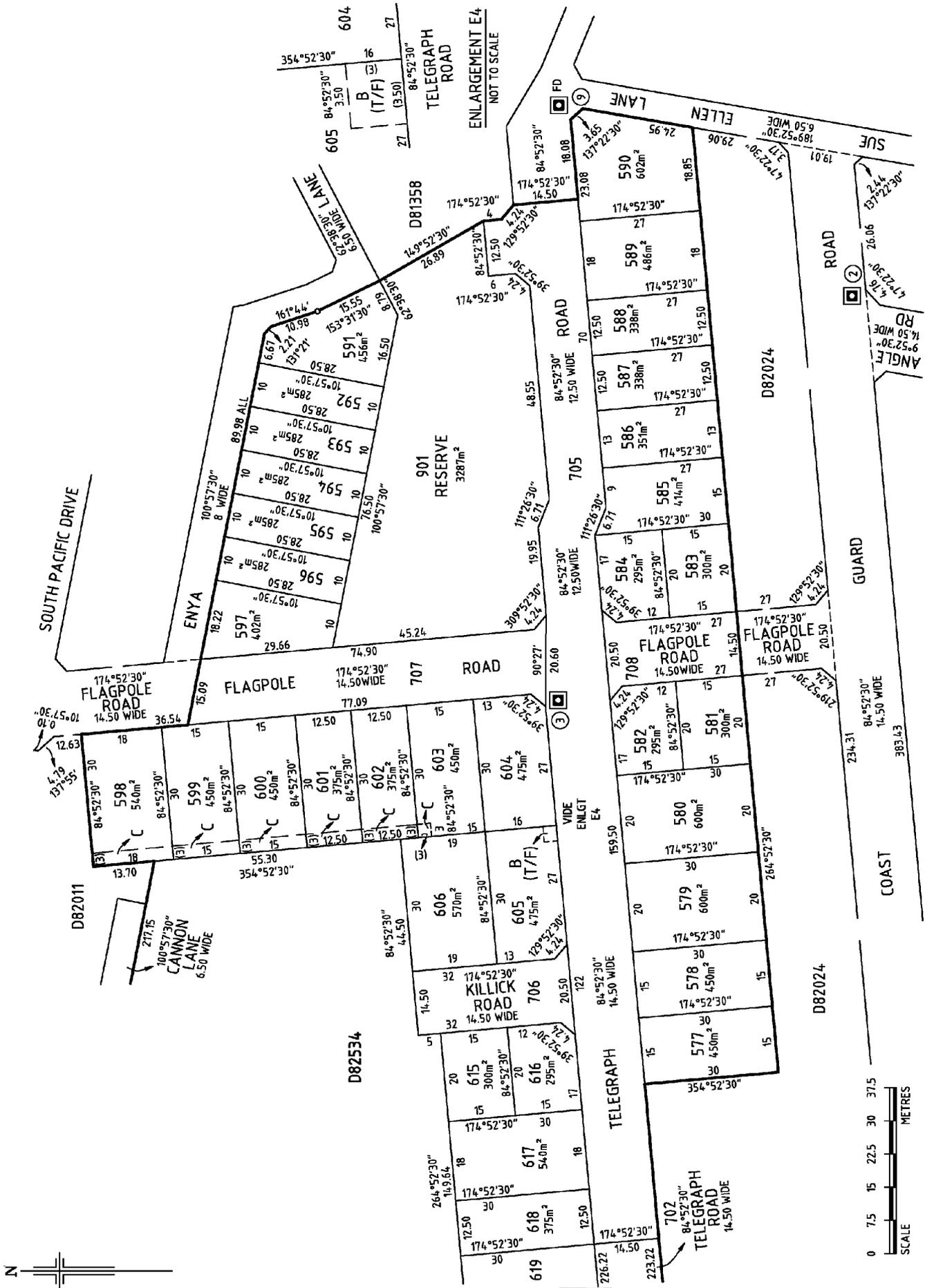
NIL

## Schedule of Dealings

Dealing Number	Description
11210922	AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2)
11469086	ENCUMBRANCE TO LANDSA PTY. LTD.
11617447	MORTGAGE TO AUSTRALIA & NEW ZEALAND BANKING GROUP LTD.

## Notations

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



SURVEY INFORMATION IS DERIVED FROM DEPOSITED PLAN 82405



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: 2665975

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

**DATE OF ISSUE**

16/04/2025

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

<b>OWNERSHIP NUMBER</b>	<b>OWNERSHIP NAME</b>			
11261054	C N & M A OLIVIER			
<b>PROPERTY DESCRIPTION</b>				
35 TELEGRAPH RD / SEAFORD MEADOWS SA 5169 / LT 580 D82405				
<b>ASSESSMENT NUMBER</b>	<b>TITLE REF.</b> <small>(A "+" indicates multiple titles)</small>	<b>CAPITAL VALUE</b>	<b>AREA / FACTOR</b>	<b>LAND USE / FACTOR</b>
8613262659	CT 6052/794	\$860,000.00	R4 1.000	RE 0.400
<b>LEVY DETAILS:</b>				
	<b>FIXED CHARGE</b>	\$	50.00	
	<b>+ VARIABLE CHARGE</b>	\$	324.00	
<b>FINANCIAL YEAR</b>	<b>- REMISSION</b>	\$	256.60	
2024-2025	<b>- CONCESSION</b>	\$	46.00	
	<b>+ ARREARS / - PAYMENTS</b>	\$	-71.40	
	<b>= AMOUNT PAYABLE</b>	\$	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** 15/07/2025



**Government of South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

# CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

**PAYMENT REMITTANCE ADVICE**

**No payment is required on this Certificate**



RevenueSA

DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 865  
Land Tax Act 1936

# CERTIFICATE OF LAND TAX PAYABLE

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

PIR Reference No: 2665975

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

**DATE OF ISSUE**

16/04/2025

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

<b>OWNERSHIP NAME</b>		<b>FINANCIAL YEAR</b>	
C N & M A OLIVIER		2024-2025	
<b>PROPERTY DESCRIPTION</b>			
35 TELEGRAPH RD / SEAFORD MEADOWS SA 5169 / LT 580 D82405			
<b>ASSESSMENT NUMBER</b>	<b>TITLE REF.</b> <small>(A "+" indicates multiple titles)</small>	<b>TAXABLE SITE VALUE</b>	<b>AREA</b>
8613262659	CT 6052/794	\$305,000.00	0.0600 HA
<b>DETAILS OF THE LAND TAX PAYABLE FOR THE ABOVE PARCEL OF LAND:</b>			
<b>CURRENT TAX</b>	\$ 0.00	<b>SINGLE HOLDING</b>	\$ 0.00
<b>- DEDUCTIONS</b>	\$ 0.00		
<b>+ ARREARS</b>	\$ 0.00		
<b>- PAYMENTS</b>	\$ 0.00		
<b>= AMOUNT PAYABLE</b>	\$ 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** 15/07/2025



**Government of South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



RevenueSA

DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

# CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

**No payment is required on this Certificate**



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

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

SA Water advises this property is currently subject to an Encumbrance as at the date of issue of this certificate.

## South Australian Water Corporation

Name: **Water & Sewer Account**  
CN OLIVIER & MA OLIVIER Acct. No.: 86 13262 65 9 Amount: \_\_\_\_\_

Address:  
35 TELEGRAPH RD SEAFORD MEADOWS  
LT 580 D82405

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### Payment Options

**EFT**

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	8613262659



Bill code: 8888  
Ref: 8613262659

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: 8613262659

Our Ref: L262238  
Account No: 8613262659  
Enquiries: WATER INVESTIGATIONS  
Office Hours: 8:30am to 4:30pm  
Telephone: (08) 7424 1360  
Facsimile: (08) 7003 1360  
Date: 10/02/2012

SOUTH AUSTRALIAN  
WATER CORPORATION

SA Water House  
250 Victoria Square  
Adelaide SA 5000

GPO Box 1751  
Adelaide SA 5001

Telephone +61 8 1300 650 950

ABN 69 336 525 019

CN OLIVIER & MA OLIVIER  
35 TELEGRAPH RD  
SEAFORD MEADOWS SA 5169

### NOTICE OF ENCUMBRANCE

You are hereby notified that a recycled water notice has been placed on the following property:

35 TELEGRAPH RD SEAFORD MEADOWS SA 5169

In accordance with the SA Water Standard Customer Contract SA Water may require you to conduct inspections and audits of your plumbing system on a five-yearly basis or at transfer of ownership.

If you are selling the property, prior to settlement you are required to contact the above telephone number to make arrangements for a recycled water plumbing audit to be performed.

Yours Sincerely



\_\_\_\_\_(signed) For Chief Executive Officer

Encumbrance No: 262239  
Account No: 8613262659  
Enquiries: B Seal  
Office Hours: 8:00am to 4.00pm  
Telephone: (08) 7424 1352  
Fax No: (08) 7003 1352

Date: 10/02/2012

CN OLIVIER & MA OLIVIER  
35 TELEGRAPH RD  
SEAFORD MEADOWS SA 5169

#### NOTICE OF ENCUMBRANCE

You are hereby notified that an encumbrance has been placed on the following property:  
35 TELEGRAPH RD SEAFORD MEADOWS LT 580 D82405

#### Recycled Water Supply Agreement

#### Terms and Conditions of Supply

Section 37 of the Waterworks Act 1932 entitles SA Water to enter into a Recycled Water Supply Agreement with the owner or occupier of land (the Customer) for the supply of water at rates which are different to the water rates set by the Minister under the Act and on such terms and subject to conditions determined by SA Water from time to time.

Under this Agreement, we offer to supply you with recycled water from the Recycled Water System for approved uses on your property, and you agree to accept that supply subject to the terms and conditions determined by or under this Agreement and the Waterworks Act 1932.

You may accept the terms and conditions of this Agreement by:

- Taking recycled water from a metered connection; or
- Paying your recycled water use account

If you do not wish to accept these terms and conditions then you may choose not to receive any recycled water onto your property and request SA Water to supply your property only with drinking water. In that case you must:

- Advise SA Water to cut off the supply of recycled water to your land;
- Once that supply is cut off, at your own expense alter your internal pipework so that a supply of drinking water is available to all parts of your property.

You will be charged for any recycled water which you have taken at the price applicable to such supplies (see below).



## Recycled Water and Approved Uses

1. SA Water will supply you with recycled water to meet your reasonable needs except that we may interrupt your supply:

- To maintain our infrastructure or meter;
- In circumstances of unusual drought or other unavoidable cause or accident;
- If the supply or use of recycled water would be contrary to law or give rise to a material risk of harm, or breach of a regulatory approval or licence.

We will endeavour to minimise the impact of any interruptions by contacting you in advance of planned interruptions.

2. SA Water agrees to supply you with recycled water that complies with relevant health and quality guidelines issued by the Department of Health and the Environment Protection Authority.

3. Upon supply of recycled water to your property, you are responsible for the use of the recycled water and SA Water has no liability for the use of recycled water on your property.

4. Permanent Water Conservation Measures apply to the use of recycled water on your property for irrigation purposes. Information on Permanent Water Conservation Measures may be found by calling 1800 130 952 or visiting our website [www.sawater.com.au](http://www.sawater.com.au).

5. Information on the uses for which you may use your recycled water may be found by calling 1300 650 950 or visiting our website [www.sawater.com.au](http://www.sawater.com.au).

These uses are approved by the Department of Health and may change from time to time. The site also contains important information about the requirements for safe use of recycled water.

## Prices and your Account

6. SA Water has determined that the price of recycled water offered to be supplied to you under this Agreement will be calculated such that a price of 75% of the mains drinking water for volumes used between 30 and 130 kL per quarter (as in force from time to time) applies in respect of every kilolitre of recycled water supplied to your property. The price of recycled water will be rounded down to the nearest whole cent for prices calculated up to and including 0.5 of a cent and rounded up to the nearest whole cent for figures above 0.5 of a cent. This price will continue to apply unless and until the Corporation elects to apply water rates determined in an alternative manner by or under the Waterworks Act 1932 to your recycled water supply.

7. We may also charge you other fees and charges for services including on property audits related to your recycled water supply where we are entitled to do so under the Waterworks Act 1932 or where you have requested ancillary services.

8. Recycled water use on your property will be measured through a recycled water meter (purple) located on your property. The recycled water meter is owned and maintained by SA



Water.

9. SA Water will send you an invoice for recycled water supplied to your property as measured by the recycled water meter.

10. You must pay the amount of your invoice by the date specified and in accordance with the terms and conditions set out on your invoice.

11. Any fee or charge payable in respect of this Agreement may be recovered in accordance with the provisions of the Waterworks Act

#### Audits and Connections

12. You must not take recycled water from the Recycled Water System other than in accordance with a Recycled Water Supply Agreement.

13. You must at all times use recycled water lawfully for the intended uses and unless you obtain SA Water's prior written consent, you may only use the recycled water on your own property and not supply any recycled water to any other person or property.

14. All internal pipework and connections to the recycled water system on your property must, at your cost, comply at all times with all provisions and directions under the Waterworks Act and Regulations or any other law relating to standards of work, materials and plumbing.

15. You must ensure your drinking water system is independent of the recycled water system and any other alternate water system (e.g. rain water).

16. If your internal pipework or other on-property plumbing infrastructure does not meet the standards required by SA Water, SA Water may suspend your supply of recycled water until SA Water is satisfied that the defects are remedied.

17. To ensure independence of the drinking water, recycled water and other alternate water systems, the Customer agrees to be responsible for ongoing self checks of plumbing on their property. SA Water will periodically conduct inspections and audits of your plumbing infrastructure and, without limiting any powers under the Waterworks Act, you agree to permit SA Water to enter your land and other property owned by you to access your plumbing infrastructure for any purposes related to the supply of recycled water. Periodic inspections and audits will continue to be required if recycled water is not used within your property. Where a periodic inspection or audit is planned we will provide you with at least two days notice of our intentions.

#### General

18. This Agreement is made under section 37 of the Waterworks Act 1932. The provisions of these terms and conditions are in addition to and do not derogate from the Waterworks Act of South Australia



19. Under section 37 of the Waterworks Act, each owner and occupier of a property to which

a section 37 agreement applies and each subsequent owner and occupier of the property is bound as a party to this Agreement.

20. This Agreement will operate as of the date that recycled water is first supplied to your land and will continue until the Corporation or the Minister elects to determine rates for the supply of recycled water pursuant to the Waterworks Act that applies to your property.

21. It is a condition of this agreement that you notify SA Water if at any time you alter your internal pipework and/or cease using recycled water within your property. An audit of your property will be required by SA Water to ensure independence of the drinking water and recycled water systems.

Yours Faithfully,

# Property Interest Report

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

Title Reference	CT 6052/794	Reference No. 2665975
Registered Proprietors	C N & M A*OLIVIER	Prepared 15/04/2025 16:15
Address of Property	35 TELEGRAPH ROAD, SEAFORD MEADOWS, SA 5169	
Local Govt. Authority	CITY OF ONKAPARINGA	
Local Govt. Address	PO BOX 1 NOARLUNGA CENTRE SA 5168	

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

## Table of Particulars

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

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

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

### 1. General

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

### 2. Aboriginal Heritage Act 1988

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

an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

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

- 3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

- 4.1 section 5 - Notice requiring payment

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

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

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

- 5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

- 5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

- 5.6 section 57 - Land management agreement

Refer to the Certificate of Title

- 5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

- 5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

- 5.9 section 71 - Fire safety notice

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

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

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

## 7. Emergency Services Funding Act 1998

- |     |                                 |   |
|-----|---------------------------------|---|
| 7.1 | section 16 - Notice to pay levy | <b>An Emergency Services Levy Certificate will be forwarded. If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.</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 <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></b> |
|-----|---------------------------------|---|

## 8. Environment Protection Act 1993

- |     |   |   |
|-----|---|---|
| 8.1 | section 59 - Environment performance agreement that is registered in relation to the land   | <b>EPA (SA) will respond with details relevant to this item</b> |
| 8.2 | section 93 - Environment protection order that is registered in relation to the land  | <b>EPA (SA) will respond with details relevant to this item</b> |
| 8.3 | section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land                   | <b>EPA (SA) will respond with details relevant to this item</b> |
| 8.4 | section 99 - Clean-up order that is registered in relation to the land  | <b>EPA (SA) will respond with details relevant to this item</b> |
| 8.5 | section 100 - Clean-up authorisation that is registered in relation to the land   | <b>EPA (SA) will respond with details relevant to this item</b> |
| 8.6 | section 103H - Site contamination assessment order that is registered in relation to the land   | <b>EPA (SA) will respond with details relevant to this item</b> |
| 8.7 | section 103J - Site remediation order that is registered in relation to the land  | <b>EPA (SA) will respond with details relevant to this item</b> |
| 8.8 | section 103N - Notice of declaration of special management area in relation to the land (due to possible existence of site contamination) | <b>EPA (SA) will respond with details relevant to this item</b> |

8.9	section 103P - Notation of site contamination audit report in relation to the land	EPA (SA) will respond with details relevant to this item
8.10	section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land	EPA (SA) will respond with details relevant to this item
<b>9. <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. <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. <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. <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. <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. <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. <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. <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<br>also<br>Contact the Local Government Authority for other details that might apply |
|------|---|---|

**18. *Landscape South Australia Act 2019***

- |       |   |   |
|-------|---|---|
| 18.1  | section 72 - Notice to pay levy in respect of costs of regional landscape board                             | The regional landscape board has no record of any notice affecting this title   |
| 18.2  | section 78 - Notice to pay levy in respect of right to take water or taking of water                        | DEW has no record of any notice affecting this title  |
| 18.3  | section 99 - Notice to prepare an action plan for compliance with general statutory duty                    | The regional landscape board has no record of any notice affecting this title   |
| 18.4  | section 107 - Notice to rectify effects of unauthorised activity  | The regional landscape board has no record of any notice affecting this title<br>also<br>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<br>also<br>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 <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></b> |
|------|---|---|

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

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

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

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

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

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

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

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

## 24. **Mining Act 1971**

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

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

## **25. *Native Vegetation Act 1991***

25.1 Part 4 Division 1 - Heritage agreement DEW Native Vegetation has no record of any agreement affecting this title  
also  
Refer to the Certificate of Title

25.2 section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider DEW Native Vegetation has no record of any agreement affecting this title  
also  
Refer to the Certificate of Title

25.3 section 25D - Management agreement DEW Native Vegetation has no record of any agreement affecting this title  
also  
Refer to the Certificate of Title

25.4 Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation DEW Native Vegetation has no record of any refusal or condition affecting this title

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

26.1 section 97 - Notice to pay levy in respect of costs of regional NRM board The regional landscape board has no record of any notice affecting this title

26.2 section 123 - Notice to prepare an action plan for compliance with general statutory duty The regional landscape board has no record of any notice affecting this title

26.3 section 134 - Notice to remove or modify a dam, embankment, wall or other obstruction or object The regional landscape board has no record of any notice affecting this title

26.4 section 135 - Condition (that remains in force) of a permit The regional landscape board has no record of any notice affecting this title

26.5 section 181 - Notice of instruction as to keeping or management of animal or plant The regional landscape board has no record of any notice affecting this title

26.6 section 183 - Notice to prepare an action plan for the destruction or control of animals or plants The regional landscape board has no record of any notice affecting this title

26.7 section 185 - Notice to pay costs of destruction or control of animals or plants on road reserve The regional landscape board has no record of any notice affecting this title

26.8 section 187 - Notice requiring control or quarantine of animal or plant The regional landscape board has no record of any notice affecting this title

26.9 section 193 - Protection order to secure compliance with specified provisions of the Act The regional landscape board has no record of any order affecting this title

26.10 section 195 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act The regional landscape board has no record of any order affecting this title

26.11 section 197 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act The regional landscape board has no record of any authorisation affecting this title

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

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

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

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

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

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

### **Code Amendment**

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

### **Code Amendment**

**Accommodation Diversity** - The State Planning Commission is proposing refinements to policy to provide more flexibility in housing design to encourage housing choices to meet the needs of South Australians. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal: [https://plan.sa.gov.au/have\\_your\\_say/general\\_consultations](https://plan.sa.gov.au/have_your_say/general_consultations) or phone PlanSA on 1800 752 664.

### **Code Amendment**

**Assessment Improvements** - proposes a series of technical amendments to the Code informed through the experience of planning practitioners and other users to improve assessment outcomes. The Code Amendment forms part of the Government of South Australia's response to the Planning System Implementation Review; it will implement some of the recommendations of the Expert Panel that were supported by the Government. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal: [https://plan.sa.gov.au/have\\_your\\_say/general\\_consultations](https://plan.sa.gov.au/have_your_say/general_consultations) or phone PlanSA on 1800 752 664.

### **Code Amendment**

**City of Onkaparinga Local Heritage** - Proposes to update the City of Onkaparinga's local heritage list within the Planning and Design Code. The proposal seeks to expand the application of the Local Heritage Places Overlay over properties adjoining a new local heritage place, and remove the Overlay from affected properties adjacent the proposed delisted local heritage places. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal: [https://plan.sa.gov.au/have\\_your\\_say/general\\_consultations](https://plan.sa.gov.au/have_your_say/general_consultations) or phone PlanSA on 1800

752 664.

- 29.2 section 127 - Condition (that continues to apply) of a development authorisation  
*[ Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]* State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title  
also  
Contact the Local Government Authority for other details that might apply
- 29.3 section 139 - Notice of proposed work and notice may require access Contact the vendor for these details
- 29.4 section 140 - Notice requesting access Contact the vendor for these details
- 29.5 section 141 - Order to remove or perform work State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title  
also  
Contact the Local Government Authority for other details that might apply
- 29.6 section 142 - Notice to complete development State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title  
also  
Contact the Local Government Authority for other details that might apply
- 29.7 section 155 - Emergency order State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title  
also  
Contact the Local Government Authority for other details that might apply
- 29.8 section 157 - Fire safety notice Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any order or notice affecting this title  
also  
Contact the Local Government Authority for other details that might apply
- 29.9 section 192 or 193 - Land management agreement Refer to the Certificate of Title
- 29.10 section 198(1) - Requirement to vest land in a council or the Crown to be held as open space State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title  
also  
Contact the Local Government Authority for other details that might apply
- 29.11 section 198(2) - Agreement to vest land in a council or the Crown to be held as open space State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title  
also  
Contact the Local Government Authority for other details that might apply
- 29.12 Part 16 Division 1 - Proceedings Contact the Local Government Authority for details relevant to this item  
also  
Contact the vendor for other details that might apply
- 29.13 section 213 - Enforcement notice State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title  
also  
Contact the Local Government Authority for other details that might apply
- 29.14 section 214(6), 214(10) or 222 - Enforcement Contact the Local Government Authority for details relevant to this item

order

also

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

### 30. *Plant Health Act 2009*

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

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

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

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

- 32.1 section 66 - Direction or requirement to avert spread of disease Public Health in DHW has no record of any direction or requirement affecting this title
- 32.2 section 92 - Notice Public Health in DHW has no record of any notice affecting this title  
also  
Contact the Local Government Authority for other details that might apply
- 32.3 *South Australian Public Health (Wastewater) Regulations 2013* Part 4 - Condition (that continues to apply) of an approval Public Health in DHW has no record of any condition affecting this title  
also  
Contact the Local Government Authority for other details that might apply

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

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

### 34. *Water Industry Act 2012*

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

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

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

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

**36. Other charges**

- |      |  |  |
|------|--|--|
| 36.1 | Charge of any kind affecting the land (not included in another item) | Refer to the Certificate of Title<br>also<br>Contact the vendor for these details<br>also<br>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><b>EPA (SA) will respond with details relating to items 3, 4 or 5 affecting this title</b><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> )                                      | This title falls outside the Dog Fence rateable area. Accordingly, the Dog Fence Board holds no current interest in relation to Dog Fence rates. |
| 9.  | Pastoral Board ( <i>Pastoral Land Management and Conservation Act 1989</i> ) | The Pastoral Board has no current interest in this title   |
| 10. | Heritage Branch DEW ( <i>Heritage Places Act 1993</i> )                      | Heritage Branch in DEW has no record of any World, Commonwealth or National Heritage interest affecting this title                               |
| 11. | Health Protection Programs – Department for Health and Wellbeing             | Health Protection Programs in the DHW has no record of a public health issue that currently applies to this title.                               |

## Notices

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

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

#### Building restrictions

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

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

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

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

#### Statutory easements

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

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

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

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

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

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

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

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

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

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

Information should be obtained from:

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

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

Water Resources Management - Taking of underground water

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

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

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

## Certificate of Title

**Title Reference:** CT 6052/794  
**Status:** CURRENT  
**Edition:** 3

## Dealings

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

## Priority Notices

NIL

## Registrar-General's Notes

No Registrar-General's Notes exist for this title

## Certificate of Title

**Title Reference:** CT 6052/794  
**Status:** CURRENT  
**Parent Title(s):** CT 6047/550  
**Dealing(s) Creating Title:** RTC 11322046  
**Title Issued:** 09/02/2010  
**Edition:** 3

## Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
21/07/2011	15/08/2011	11617447	MORTGAGE	REGISTERED	AUSTRALIA & NEW ZEALAND BANKING GROUP LTD.
30/09/2010	15/10/2010	11469086	ENCUMBRANCE	REGISTERED	LANDSA PTY. LTD. (ACN: 079 317 623)
30/09/2010	15/10/2010	11469085	TRANSFER	REGISTERED	CARLOS NELSON OLIVIER, MICHELLE ANNE OLIVIER
02/07/2009	03/08/2009	11210922	AGREEMENT	REGISTERED	CITY OF ONKAPARINGA

## Certificate of Title

**Title Reference** CT 6052/794  
**Status** CURRENT  
**Easement** NO  
**Owner Number** 11261054  
**Address for Notices** 35 TELEGRAPH RD SEAFORD MEADOWS 5169  
**Area** 600m<sup>2</sup> (APPROXIMATE)

## Estate Type

Fee Simple

## Registered Proprietor

CARLOS NELSON OLIVIER  
MICHELLE ANNE OLIVIER  
OF 16 NAVIGATION STREET SEAFORD MEADOWS SA 5169  
AS JOINT TENANTS

## Description of Land

ALLOTMENT 580 DEPOSITED PLAN 82405  
IN THE AREA NAMED SEAFORD MEADOWS  
HUNDRED OF WILLUNGA

## Last Sale Details

**Dealing Reference** TRANSFER (T) 11469085  
**Dealing Date** 30/09/2010  
**Sale Price** \$174,000  
**Sale Type** TRANSFER FOR FULL MONETARY CONSIDERATION

## Constraints

### Encumbrances

Dealing Type	Dealing Number	Beneficiary
AGREEMENT	11210922	CITY OF ONKAPARINGA
ENCUMBRANCE	11469086	LANDSA PTY. LTD. (ACN: 079 317 623)
MORTGAGE	11617447	AUSTRALIA & NEW ZEALAND BANKING GROUP LTD.

### Stoppers

NIL

## Valuation Numbers

Valuation Number	Status	Property Location Address
8613262659	CURRENT	35 TELEGRAPH ROAD, SEAFORD

Valuation Number	Status	Property Location Address
		MEADOWS, SA 5169

## Notations

### Dealings Affecting Title

NIL

### Notations on Plan

NIL

### Registrar-General's Notes

NIL

### Administrative Interests

NIL

## Valuation Record

<b>Valuation Number</b>	8613262659
<b>Type</b>	Site & Capital Value
<b>Date of Valuation</b>	01/01/2024
<b>Status</b>	CURRENT
<b>Operative From</b>	01/07/2010
<b>Property Location</b>	35 TELEGRAPH ROAD, SEAFORD MEADOWS, SA 5169
<b>Local Government</b>	ONKAPARINGA
<b>Owner Names</b>	MICHELLE ANNE OLIVIER CARLOS NELSON OLIVIER
<b>Owner Number</b>	11261054
<b>Address for Notices</b>	35 TELEGRAPH RD SEAFORD MEADOWS 5169
<b>Zone / Subzone</b>	HDN - Housing Diversity Neighbourhood
<b>Water Available</b>	Yes
<b>Sewer Available</b>	Yes
<b>Land Use</b>	1100 - House
<b>Description</b>	9HDG V
<b>Local Government Description</b>	Residential

## Parcels

Plan/Parcel	Title Reference(s)
D82405 ALLOTMENT 580	CT 6052/794

## Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$305,000	\$860,000			
Previous	\$265,000	\$800,000			

## Building Details

<b>Valuation Number</b>	8613262659
<b>Building Style</b>	Conventional
<b>Year Built</b>	2011
<b>Building Condition</b>	Very Good
<b>Wall Construction</b>	Brick
<b>Roof Construction</b>	Galvanised Iron
<b>Equivalent Main Area</b>	288 sqm
<b>Number of Main Rooms</b>	9

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

Telephone (08) 8384 0666

**Certificate No: S72176/2025**

**Property Information And Particulars**

In response to an enquiry pursuant to Section 7 of the

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

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

**DETAILS OF PROPERTY REFERRED TO:**

ASSESSMENT NO	:	105979
VALUER GENERAL NO	:	8613262659
VALUATION	:	\$860,000.00
OWNER	:	Mr Carlos Nelson Olivier & Mrs Michelle Anne Olivier
PROPERTY ADDRESS	:	35 Telegraph Road SEAFORD MEADOWS SA 5169
VOLUME/FOLIO	:	CT-6052/794
LOT/PLAN NUMBER	:	Allotment 580 DP 82405
WARD	:	02 Mid Coast Ward

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

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

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

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

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

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

## INFORMATION NOTE

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

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

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

##### *Section 42*

Condition (that continues to apply) of a development authorisation YES

Application Number	145/2469/2010
Description	Single storey detached dwelling
Decision	Approved
Decision Date	01 September 2010

##### Development Plan Consent Conditions

1. The road and driveway crossover between the back of kerb and the boundary shall be shaped to provide a minimum width of 2.0 metres on local roads (and 2.5 metres on higher order roads) measured from behind the back of kerb. Verge slope shall be no greater than 2.5 per cent fall towards the road, suitable for pedestrian traffic under the Disability Discrimination Act and in accordance with the current Australian Standard 2890.1.

Application Number	145/540/2011
Description	Verandah
Decision	Approved
Decision Date	11 March 2011

##### Development Plan Consent Conditions

1. All development shall be completed in accordance with the plan(s) and documents submitted with and forming part of the development application except where varied by the following condition(s).
2. The colours and finishes of all external building materials shall match or complement those of the principal building(s).
3. During construction and at all times thereafter, stormwater generated from the development shall be diverted away from all buildings, shall not pond against or near the footings and shall not be discharged onto adjoining land. Where drainage is directed to the street water table, this shall be by way of a council approved stormwater drainage system.
4. That effective measures be implemented during the construction of the development and on-going use of the land in accordance with this consent to:
  - prevent silt run-off from the land to adjoining properties, roads and drains
  - control dust arising from the construction and other activities, so as not to, in the opinion of Council, be a nuisance to residents or occupiers on adjacent or nearby land
  - ensure that soil or mud is not transferred onto the adjacent roadways by vehicles leaving the site
  - ensure that all litter and building waste is contained on the subject site in a suitable bin or enclosure
  - ensure that no sound is emitted from any device, plant or equipment or from any source or activity to become an unreasonable nuisance, in the opinion of Council, to the occupiers of adjacent land.

##### Building Rules Consent Conditions

1. Stormwater shall be diverted away from the building and shall not pond against or near the footings and shall not be discharged onto adjoining land. Where drainage is directed to the street water table, this shall be by way of a Council approved storm water drainage system.
2. The owner/builder shall investigate and ensure that the roof tie-downs to existing building(s) to which the proposed structure is to be attached, comply with the requirements of AS 1684 to allow for imposed wind uplift loads from the new structure.

3. The proposed structure shall not be enclosed at any time without the prior consent of Council.
4. The structure has been classified as a Class 10A non-habitable outbuilding as defined by the Building Code of Australia and shall not be used for permanent human habitation.

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

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

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

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

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

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

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

*Part 5 – Planning and Design Code*

### **Zones**

Housing Diversity Neighbourhood (HDN)

### **Subzones**

NO

### **Zoning overlays**

#### **Overlays**

##### **Affordable Housing**

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

##### **Hazards (Flooding - Evidence Required)**

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

##### **Native Vegetation**

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

##### **Prescribed Water Resources Area**

The Prescribed Water Resources Area Overlay seeks to ensure the sustainable use of water in prescribed water resource areas.

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

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

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

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

##### **Stormwater Management**

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

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

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

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

Is the land designated as a Local Heritage Place? NO

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

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

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

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

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

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

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

*Section 127*

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

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

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

*Section 50(1)*

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

*Section 50(2)*

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

*Section 55*

Order to remove or perform work NO

*Section 56*

Notice to complete development NO

*Section 57*

Land management agreement YES

A Land Management Agreement exists on this property. Please contact the Lands Titles Office (Land Services Group in the state government) for a copy.

11210922 AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2)

*Section 69*

Emergency order NO

*Section 71 (only)*  
Fire safety notice NO

*Section 84*  
Enforcement notice NO

*Section 85(6), 85(10) or 106*  
Enforcement Order NO

*Part 11 Division 2*  
Proceedings NO

## **Fire and Emergency Services Act 2005**

*Section 105F (or section 56 or 83 (repealed))*  
Notice NO

*Section 56 (repealed)*  
Notice issued NO

## **Food Act 2001**

*Section 44*  
Improvement notice *issued against the land* NO

*Section 46*  
Prohibition order NO

## **Housing Improvement Act 1940 (repealed)**

*Section 23*  
Declaration that house is undesirable or unfit for human habitation NO

## **Land Acquisition Act 1969**

*Section 10*  
Notice of intention to acquire NO

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

*Notice, order, declaration, charge, claim or demand given or made under the Act* NO

## **Local Government Act 1999**

*Notice, order, declaration, charge, claim or demand given or made under the Act* NO

Refer to separate attachment for Rates and Charges

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

### *Section 30*

Nuisance or litter abatement notice *issued against the land* NO

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

### *Section 139*

Notice of proposed work and notice may require access NO

### *Section 140*

Notice requesting access NO

### *Section 141*

Order to remove or perform work NO

### *Section 142*

Notice to complete development NO

### *Section 155*

Emergency order NO

### *Section 157*

Fire safety notice NO

### *Section 192 or 193*

Land Management Agreements NO

### *Section 198(1)*

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

### *Section 198(2)*

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

### *Part 16 - Division 1*

Proceedings NO

### *Section 213*

Enforcement notice NO

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

Enforcement order NO

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

### *Part 3*

Notice NO

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

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

*Public and Environmental Health (Waste Control) Regulations 2010 revoked*  
Regulation 19 - Maintenance order (that has not been complied with) NO

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

*Section 92*  
Notice NO

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

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

## **Particulars relating to environment protection**

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

### **Note –**

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

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

It should be noted that –

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

## **General**

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

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

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

*Caveat*

NO

**Other**

*Charge for any kind affecting the land (not included in another item)*

NO

***PLEASE NOTE:***

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

This statement is made the 16 April 2025

Amy Watts  
ACTING TEAM LEADER DEVELOPMENT SERVICES  
**AUTHORISED OFFICER**

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**LOCAL GOVERNMENT RATES SEARCH**

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

17 April 2025

**DETAILS OF PROPERTY REFERRED TO:**

Property ID : 71945  
 Valuer General No : 8613262659  
 Valuation : \$860,000.00  
 Owner : Mr Carlos Nelson Olivier & Mrs Michelle Anne Olivier  
 Property Address : 35 Telegraph Road SEAFORD MEADOWS SA 5169  
 Volume/Folio : CT-6052/794  
 Lot/Plan No : Allotment 580 DP 82405  
 Ward : 02 Mid Coast Ward

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

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

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

<b>Total Rates Levied 2024-2025</b>	<b>\$2,445.95</b>
-------------------------------------	-------------------

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

Less Council Rebate. The Council Rebate ceases on sale and a pro-rata calculation will apply to the date of sale	\$0.00
Less Council Capping Rebate	\$0.00
Fines and interest charged in the current financial year (2% fine when rates first become overdue and 0.7625% interest applied per month thereafter)	\$0.00
Postponed Interest (0.59583% per month on total of postponed rates and interest)	\$0.00
Less paid current financial year	-\$1,834.95
Overpayment	\$0.00
Legal Fees (current)	\$0.00
Legal Fees (arrears)	\$0.00
Refunds, Rates Remitted, Small Balance Adjustments or Rate Capping Rebate	\$0.00
Balance - rates and other monies due and payable	\$611.00
Property Related Debts	\$0.00

<b>BPAY Biller Code: 421503</b>	<b>TOTAL BALANCE</b>	<b>\$611.00</b>
<b>Ref: 1082940719451</b>		

**AUTHORISED OFFICER**  
Jay Moyle

This statement is made the 17 April 2025

Orig. AG 11210922



12:00 2-Jul-2009

1 of 4

Fees: \$0.00

Peter's 23

Prefix
Series No.
1

D81291  
\$117

LANDS TITLES REGISTRATION OFFICE SOUTH AUSTRALIA

FORM APPROVED BY THE REGISTRAR-GENERAL

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

**BELOW THIS LINE FOR AGENT USE ONLY**

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1886

Solicitor/Registered Conveyancer/Applicant

M Stevens

Lands Services Group

14:07 09/07/2009 02-000120

REGISTRATION FEE \$117.00 ✓

AGENT CODE

Lodged by: LYNCH MEYER } MSLM  
Geoffrey Stevens } GMS1  
Correction to: LYNCH MEYER } MSLM

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

1. CT 6037/421. ✓
2. ....
3. ....
4. ....

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

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

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

ITEM(S)	AGENT CODE
CT 6037/421	GMS1 ✓

CORRECTION	PASSED 
REGISTERED	23.7.2009  pro



Insert type of document here APPLICATION TO NOTE LAND MANAGEMENT AGREEMENT (Pursuant to s 57(5) of the Development Act 1993)

To the Registrar-General:

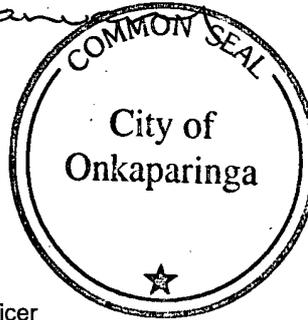
- 1. CITY OF ONKAPARINGA ("the Council") of Ramsay Place, Noarlunga Centre, SA, 5168 has entered into the attached Land Management Agreement dated the 16<sup>th</sup> day of January 2009 ("the Agreement") with LANDSA PTY. LTD. ACN 079 317 623 of 4 undivided 10<sup>th</sup> parts and FAIRMONT HOMES GROUP PTY. LTD. ACN 110 542 553 of 3 undivided 10<sup>th</sup> parts and MSP PROPERTY HOLDINGS PTY. LTD. ACN 110 753 707 of 3 undivided 10<sup>th</sup> parts all of 21 North Terrace Adelaide SA 5000 pursuant to s 57(2) of the Development Act 1993 ("the Act").
- 2. The Agreement relates to the whole of the land comprised in Certificate of Title Register Book Volume 6037 Folio 421 ("the land").

Allotment 3001 in SP 6037 80700

NOW THEREFORE the Council applies pursuant to s 57(5) of the Act to note the Agreement against the land.

DATED the 16<sup>th</sup> day of January 2009

THE COMMON SEAL of CITY OF ONKAPARINGA was hereunto affixed in the presence of:



Signature of Larrin Beuberg, Mayor

Signature of Chief Executive Officer

66 KV 0' HD  
66 KV 0' HD

LYNCH MEYER  
SCARFORD MEADOWS

THIS DEED is made the 16<sup>th</sup> day of January

2009.  
2008

**BETWEEN:** CITY OF ONKAPARINGA of Ramsay Place, Noarlunga Centre, SA, 5168 (hereinafter with its successors and assigns called "the Council") of the one part

**AND:** LANDSA PTY. LTD. ACN 079 317 623 of 4 undivided 10<sup>th</sup> parts and FAIRMONT HOMES GROUP PTY. LTD. ACN 110 542 553 of 3 undivided 10<sup>th</sup> parts and MSP PROPERTY HOLDINGS PTY. LTD. ACN 110 753 707 of 3 undivided 10<sup>th</sup> parts all of 21 North Terrace Adelaide SA 5000 (hereinafter with his or its executors administrators successors and assigns as the case may be called "the Owner") of the other part

**RECITALS:**

- A. The Owner is the proprietor of an estate in fee simple in the whole of the land comprised in Certificate of Title Register Book VOLUME 6037 FOLIO 421 (hereinafter called "the Land");
- B. The Council along with Willunga Basin Water Company Pty Ltd, SA Water, Flinders University of SA, Department of Health, Environment Protection Authority, Department of Water, Land and Biodiversity Conservation and the Adelaide and Mount Lofty Ranges Natural Resource Management Board has been working on the Water Proofing the South Strategy project for a number of years.
- C. The Water Proofing the South strategy (which includes the proposal for the provision of reclaimed water to the Seaford Meadows Development) was submitted to the Federal Government seeking funding the National Water Initiative in June 2006 and the submission is based on the National Water Initiative guidelines.
- D. The Owner, in accordance with the provisions of the Development Act, 1993 (hereinafter called "the Act"), intends to develop the Land subject to the Owner obtaining development approval for any proposed development (hereinafter called "the proposed Development");
- E. Pursuant to the provisions of Section 57(2) of the Act the Owner has agreed with the Council to enter into this Deed relating to the development management preservation and conservation of the Land and in particular in relation to the application of sustainable principles to the Proposed Development subject to the terms and conditions hereinafter mentioned.

**NOW THIS DEED WITNESSES** as follows:

**1. INTERPRETATION**

- 1.1 The parties acknowledge that the matters recited above are true and accurate and agree that they shall form part of the terms of this Deed.

- 1.2 In the interpretation of this Deed unless the context shall otherwise require or admit:
- 1.2.1 “Boundary Access Point” means the point near the intersection of Grand Boulevard and Seaford Road so identified on the plan attached as Annexure C or such other point as is agreed in writing between the parties;
  - 1.2.2 “Consumer Access Point” means the point on the boundary of each allotment forming part of the Land (whether currently in existence or created in the future) at which the Pipeline System is intended to deliver Reclaimed Water to that allotment;
  - 1.2.3 “Energy Efficiency Guidelines” means the guidelines attached as Annexure B;
  - 1.2.4 “EPA” means the Environment Protection Authority constituted under the Environment Protection Act 1993;
  - 1.2.5 “Land” shall include any part or parts of the Land;
  - 1.2.6 “Lilac Reticulation Network” has the meaning given to that term in clause 4;
  - 1.2.7 “Owner’s Infrastructure” means any infrastructure on the Land which impacts in any way the Lilac Reticulation Network;
  - 1.2.8 “Pipeline System” means the distribution network which runs through the Boundary Access Point and which is owned by a third party and through which a third party will distribute Reclaimed Water to allotments forming part of the Land (whether currently in existence or created in the future) at the Consumer Access Points;
  - 1.2.9 “Reclaimed Water” means the water treated to an appropriate quality defined in the Reclaimed Water Guidelines for use for toilet flushing and external irrigation on the Land;
  - 1.2.10 “Reclaimed Water Guidelines” means the South Australian Reclaimed Water Guidelines prepared by the Department of Human Service and the Environment Protection Agency published in April 1999;
  - 1.2.11 “Treated Water Licence” means the licence issued by the EPA to a third party in relation to the delivery of Reclaimed Water through the Pipeline System;
  - 1.2.12 Words and phrases used in this Deed which are defined in the Development Act 1993 or in the Regulations made under the Act shall have the meanings ascribed to them by the Act or the Regulations as the case may be;

- 1.2.13 References to any statute or subordinate legislation shall include all statutes and subordinate legislation amending consolidating or replacing the statute or subordinate legislation referred to;
- 1.2.14 The term "the Owner" where the Owner is a company includes its successors, assigns and transferees and where the Owner is a person, includes his heirs, executors, administrators and transferees and where the Owner consists of more than one person or company the term includes each and every one or more of such persons or companies jointly and each of them severally and their respective successors, assigns, heirs, executors, administrators and transferees of the companies or persons being registered or entitled to be registered as the proprietor of an estate in fee simple to the Land or to each and every one of all separate allotments into which the Land may be divided after the date of this Deed subject however to such encumbrances, liens and interests as are registered and notified by memoranda endorsed on the Certificate of Title thereof;
- 1.2.15 The term "person" shall include a corporate body;
- 1.2.16 Any term which is defined in the statement of the names and descriptions of the parties or in the Recitals shall have the meaning there defined;
- 1.2.17 Words importing the singular number or plural number shall be deemed to include the plural number and the singular number respectively;
- 1.2.18 Words importing any gender shall include every gender;
- 1.2.19 Where two or more persons are bound hereunder to observe or perform any obligation or agreement whether express or implied then they shall be bound jointly and each of them severally.
- 1.3 Clause headings are provided for reference purposes only and shall not be resorted to in the interpretation of this Deed.
- 1.4 The requirements of this Deed are at all times to be construed as additional to the requirements of the Act and any other legislation affecting the Land.

## 2. OWNER'S OBLIGATIONS

The Owner hereby agrees that:

### 2.1 Reclaimed Water

2.1.1 The Owner must ensure that the Lilac Reticulation Network is constructed to such standard as is reasonably required by a party acting under statutory or contractual authority or by law or regulations as part of the proposed Development and that all:

2.1.1.1 allotments created on the Land; and

2.1.1.2 all buildings and structures (except for domestic outbuildings and other structures of such a kind which would not normally incorporate a reticulated water supply) on the Land (as reasonably required by a party acting under statutory or contractual authority or by law or regulations as part of the proposed Development);

are connected to the Pipeline System;

2.1.2 The Owner must ensure that any existing or proposed design, construction and installation of the Owner's Infrastructure complies at all times and in all ways with any relevant requirements of SA Water. The Owner must comply with reasonable requests for information by a party acting under statutory authority or by law or regulations as part of the proposed Development about the Owner's Infrastructure;

2.1.3 The Owner must repair, maintain and if necessary replace the Owner's Infrastructure to a good quality standard or as otherwise reasonably directed by an appropriately authorised person or by law or regulations and otherwise to comply with any of the requirements of the EPA, or the Department of Health;

2.1.4 The Owner must allow any appropriately authorised person to enter the Land at all times to enable the supplier of Reclaimed Water to comply with its obligations under the Treated Water Licence and the Department of Health approval;

2.1.5 The Owner must allow any appropriately authorised person to enter the Land for the purposes of an emergency relating to the Lilac Reticulation Network or the Owner's Infrastructure; and

2.1.6 The Owner must comply with the relevant Australian Standards by ensuring that upon installation the Owner's Infrastructure is the appropriate colour warning of the use of Reclaimed Water.

2.1.7 The Owner acknowledges that there may be a period during which Reclaimed Water is not available to be supplied to the Land through the Pipeline System. If this is the case, potable water will be supplied to the Land through the Pipeline System, but the Owner acknowledges that the Owner will be responsible for the payment of any costs relating to such supply of potable water to the Land through the Pipeline System.

## 2.2 **Energy Efficiency**

2.2.1 The Owner must ensure that the Proposed Development which occurs on the Land is undertaken in accordance with the Energy Efficiency Guidelines and in any event is designed and installed to such standard as is reasonably required by the Council, a third party or by law or regulations and that all buildings and structures on the Land comply with the said Energy Efficiency Guidelines.

- 2.2.2 The Owner must comply with the relevant Australian Standards in relation to the installation of any electrical componentry or any other item as part of the Owner's compliance with clause 2.2.1.

### 3. COUNCIL'S OBLIGATIONS

#### 3.1 Reclaimed Water

- 3.1.1 The Council must use its best endeavours to facilitate a third party to construct and install the Pipeline System up to the Boundary Access Point and to repair and maintain the Pipeline System up to the Consumer Access Point.
- 3.1.2 The supplier must procure the supply, through the Pipeline System, of Reclaimed Water to the Consumer Access Point at a retail cost to the Owner of not more than the retail cost of potable water charged by SA Water from time to time.

### 4. LILAC RETICULATION NETWORK

- 4.1 In this Deed, "Lilac Reticulation Network" means a water reticulation network which is designed and constructed on the Land to enable Reclaimed Water distributed from the Pipeline System to be used for external irrigation and toilet flushing on the Land, while complying with all necessary Australian Standards and regulatory requirements.
- 4.2 For the purposes of this Deed, the Lilac Reticulation Network will only be deemed to be completed when the Owner gives written notice to the Council together with a certificate of completion of works in the form of the certificate set out in Annexure A stating that the relevant engineer is of the view that the Lilac Reticulation Network has been constructed in accordance with the plans and specifications reasonably required by the Council and otherwise complies with the various warranties set out in the certificate set out in Annexure A.
- 4.3 The parties agree that in the event that the Land is developed through the construction of more than one allotment, building or structure on it, then each and every one of those allotments, buildings and structures must, by means of the Lilac Reticulation Network, be connected to the Pipeline System and such infrastructure must be certified in accordance with clause 4.2.

### 5. FURTHER DEVELOPMENT

#### 5.1 Reclaimed Water

The Owner expressly acknowledges that any development of the Land (other than development which occurs concurrently with the installation of the Lilac Reticulation Network) before the Council has certified that the Lilac Reticulation Network is completed in accordance with clause 4.2 will result in the Owner being in breach of this Deed and, thereby, the Act.

## 5.2 Energy Efficiency

The Owner expressly acknowledges that any development of the Land must be in accordance with the Energy Efficiency Guidelines.

## 6. RESTRICTION ON LEASING AND OTHER DEALINGS

The Owner shall not grant any lease licence easement or other right of any nature whatsoever which may give any person the right to possession or control of or entry on to the Land which right would enable such person to breach any of the obligations imposed on the Owner by this Deed unless such grant:

- 6.1 is expressed in writing;
- 6.2 is made with the previous written consent of the Council; and
- 6.3 contains as an essential term a covenant by the grantee not to do or omit to do (or suffer or permit any other person to do or omit to do) any act matter or thing which would constitute a breach by the Owner of the Owner's obligations under this Deed.

## 7. COUNCIL'S POWERS OF ENTRY, ETC

- 7.1 The Council and any employee or agent of the Council authorised by the Council may at any reasonable time enter the Land for the purpose of:
  - 7.1.1 inspecting the Land and any building or structure thereupon;
  - 7.1.2 exercising any other powers of the Council under this Deed or pursuant to law.
- 7.2 If the Owner is in breach of any provision of this Deed, the Council may, by notice in writing served on the Owner, specify the nature of the breach and require the Owner to remedy the breach within such time as may be nominated by the Council in the notice (being not less than twenty eight (28) days from the date of service of the notice) and if the Owner fails so to remedy the breach, the Council or its servants or agents may carry out the requirements of the notice and in doing so may enter and perform any necessary works upon the Land and recover any costs thereby incurred from the Owner.
- 7.3 If in a notice referred to in Clause 7.2 the Council requires the removal of the building or structure from the Land the Council and its servants or agents are hereby authorised and empowered by the Owner to enter and remove the building or structure from the Land and to dispose of it in any manner determined by the Council provided that if the building or structure shall have any monetary value then the Council shall use its best endeavours to realise that monetary value and shall after the disposal account to the Owner and pay to him the realised value less all expenses incurred.
- 7.4 The Council may delegate any of its powers under this Deed to any person.

**8. VARIATION AND WAIVER**

- 8.1 This Deed may not be varied except by a Supplementary Deed signed by the Council and the Owner.
- 8.2 The Council may waive compliance by the Owner with the whole or any part of the obligations on the Owner's part herein contained provided that no such waiver shall be effective unless expressed in writing and signed by the Council.

**9. NOTICES**

Notice shall for the purposes of this Deed be properly served on the Owner if it is:

- 9.1 posted to the Owner's last address known to the Council; or
- 9.2 affixed in a prominent position on the Land.

**10. COSTS**

The Owner hereby indemnifies the Council and agrees to keep it forever indemnified in respect of the whole of its costs and expenses (including without limitation legal costs and expenses) of and incidental to the negotiation preparation stamping and registration of this Deed.

**11. REGISTRATION OF THIS DEED**

Each party shall do and execute all such acts documents and things as shall be necessary to ensure that as soon as is possible after the execution of this Deed by all necessary parties this Deed is registered and a memorial thereof entered on the Certificate of Title for the Land pursuant to the provisions of Section 57(5) of the Act in priority to any other registrable interest in the Land save and except for the estate and interest of the Owner therein.

**12. GOVERNING LAW**

The law governing the interpretation and implementation of the provisions of this Deed shall be the law of South Australia.

**13. GENERAL PROVISIONS**

- 13.1 If any provision of this Deed shall be found by a court of competent jurisdiction to be invalid or unenforceable in law then and in such case the parties hereby request and direct such court to sever such provision from this Deed.
- 13.2 This Deed contains the whole agreement between the parties in respect of the matters referred to herein.

**EXECUTED** as a deed

**THE COMMON SEAL** of  
**CITY OF ONKAPARINGA** was  
Hereunto affixed in the presence of:



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

)  
)  
)  
Mayor

Chief Executive Officer

**EXECUTED BY LANDSA PTY LTD**  
in accordance with Section 127 of the  
Corporations Act

.....  
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)  
)  
Director

Director / Secretary

**EXECUTED BY FAIRMONT HOMES**  
**GROUP PTY LTD**  
in accordance with Section 127 of the  
Corporations Act

.....  
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)  
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)  
Director

Director / Secretary

**EXECUTED BY MSP PROPERTY**  
**HOLDINGS PTY LTD**  
in accordance with Section 127 of the  
Corporations Act

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)  
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)  
Director

Director / Secretary

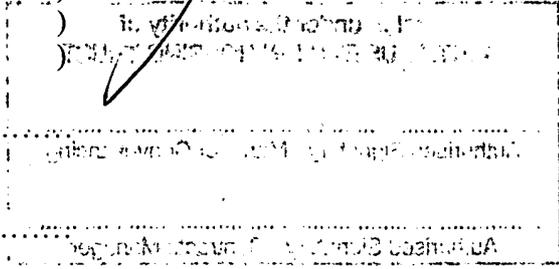
**DISTRIBUTION LESSOR CORPORATION** of 1 Anzac Highway Keswick SA 5035 as the registered proprietor of easement no. 6520699 and 6536069 **CONSENTS** to this Deed and **CKI UTILITIES DEVELOPMENT LIMITED** ABN 65 090 718 880 **HEI UTILITIES DEVELOPMENT LIMITED** ABN 82 090 718 951 **SPARK INFRASTRUCTURE SA (NO.1) PTY LTD** ABN 54 091 142 380 **SPARK INFRASTRUCTURE SA (NO.2) PTY LTD** ABN 19 091 143 038 and **SPARK INFRASTRUCTURE SA (NO.3) PTY LTD** ABN 50 091 142 362 each incorporated in Australia all of 1 Anzac Highway Keswick SA 5035 ("**ETSA Lessees**") as the lessees pursuant to Lease No. 8890000 **CONSENT** to this Deed

SIGNED in my presence by )  
**DISTRIBUTION LESSOR CORPORATION** )  
by its attorneys pursuant to Power of Attorney )  
No. 8895055 and by the Attorneys of each of the )  
ETSA Lessees )  
**CKI UTILITIES DEVELOPMENT LIMITED** )  
ABN 65 090 718 880 Pursuant to Power of Attorney )  
No. 8857195 )  
**HEI UTILITIES DEVELOPMENT LIMITED** )  
ABN 82 090 718 951 Pursuant to Power of Attorney )  
No. 8857196 )  
**SPARK INFRASTRUCTURE SA (NO.1) PTY LTD** )  
ABN 54 091 142 380 Pursuant to Power of )  
Attorney No. 8857197 )  
**SPARK INFRASTRUCTURE SA (NO.2) PTY LTD** )  
ABN 19 091 143 038 Pursuant to Power of )  
Attorney No. 8857199 )  
**SPARK INFRASTRUCTURE SA (NO.3) PTY LTD** )  
ABN 50 091 142 362 Pursuant to Power of )  
Attorney No. 8857198 )

**ERIC RODNEY LINDNER** who certifies that he is )  
the **COMPANY SECRETARY** of Utilities )  
Management Pty Ltd ABN 25 090 664 878 )  
and **DAVID JAMES BRUMPTON** )  
~~**RONALD JAMES GROVES**~~ who certifies that he )  
is the **MANAGER PROPERTY SERVICES** of )  
Utilities Management Pty Ltd ABN 25 090 664 878 )  
both of 1 Anzac Highway Keswick SA 5035 )  
who are personally known to me )

*Eric Rodney Lindner*  
.....

*David James Brumpton*  
.....



*Angela Jayne Clark*  
.....  
Signature of Witness

Angela Jayne Clark  
Print name of Witness

1 Anzac Highway  
.....  
Keswick SA 5035  
.....  
Print Address of Witness:

GH Telephone: 8404 5897

**LAND MANAGEMENT CORPORATION and SOUTH AUSTRALIAN HOUSING TRUST** being persons with a legal interest in the Land by registered encumbrance 10743273 **HEREBY CONSENT** to the Owner entering into this Deed.

**SIGNED** for and on behalf of **LAND MANAGEMENT CORPORATION**  
by its duly authorised officer )  
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*Wayne Gibbins*  
.....  
(Print Name of Officer)

*[Handwritten Signature]*  
.....  
(Signature of Officer)

in the presence of:

*[Handwritten Signature]*  
.....  
(Signature of Witness)

**SIGNED** for and on behalf of **SOUTH AUSTRALIAN HOUSING TRUST**  
by its duly authorised officer )  
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(Print Name of Officer)

.....  
(Signature of Officer)

in the presence of:

.....  
(Signature of Witness)

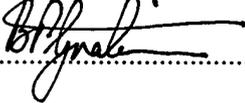
**Sealed under the authority of  
SOUTH AUSTRALIAN HOUSING TRUST**  
.....  
Authorised Signatory - Manager Conveyancing  
.....  
Authorised Signatory - Contracts Manager



8079

The Owner **HEREBY CERTIFIES** pursuant to Section 57(4) of the Development Act 1993 that no other person has a legal interest in the Land.

**EXECUTED BY LANDSA PTY LTD** )  
in accordance with Section 127 of the )  
Corporations Act )

.....  
  
.....

Director

~~Director~~ / Secretary

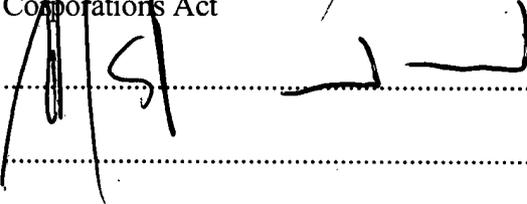
**EXECUTED BY FAIRMONT HOMES** )  
**GROUP PTY LTD** )  
in accordance with Section 127 of the )  
Corporations Act )

.....  
  
.....

Director

~~Director~~ / Secretary

**EXECUTED BY MSP PROPERTY** )  
**HOLDINGS PTY LTD** )  
in accordance with Section 127 of the )  
Corporations Act )

.....  
  
.....

Director

Director / Secretary

ANNEXURE A

CERTIFICATE OF COMPLETION

I, \_\_\_\_\_, engineer \_\_\_\_\_ (being the engineer engaged by \_\_\_\_\_ to certify the completion of the construction of the Lilac Reticulation Network in respect of the land comprised in [insert appropriate reference]) hereby issue this Certificate of Completion of Works for the Lilac Reticulation Network envisaged under the Land Management Agreement by Deed dated the # day of # 200\_\_ between the Council and \_\_\_\_\_ ("the Deed") for the construction of the Lilac Reticulation Network as defined in the Deed. This certificate relates to the construction carried out by.# as the contractor of the Owner for the Lilac Reticulation Network. The works comprising the Lilac Reticulation Network are technically sound and capable of being maintained as such over a twenty-five (25) year life. I expressly represent and warrant that:-

- 1. I am a registered engineer and a member of the Institute of Engineers, Australia.
2. I have assessed the construction of the works comprising the Lilac Reticulation Network (including structurally) and this Certificate of Completion of Works represents my conclusions regarding this assessment.
3. The works comprising the Lilac Reticulation Network have been completed in their final form as envisaged under the Deed and the design documentation and no further work, construction, assembly, laying or modification is required except usual maintenance and repair.
4. The works comprising the Lilac Reticulation Network have been constructed in accordance with the design specifications required by the Council.
5. The works comprising the Lilac Reticulation Network have been constructed in accordance with sound engineering practice and constructors of the works comprising the Lilac Reticulation Network have used due care and skill commensurate with an appropriate standard of professionalism.

I acknowledge that the Council is relying, and is entitled to rely, on the representations and warranties made in this Certificate.

DATED the \_\_\_\_\_ day of \_\_\_\_\_ 2008

SIGNED by \_\_\_\_\_ )
in the presence of:- )
)
)

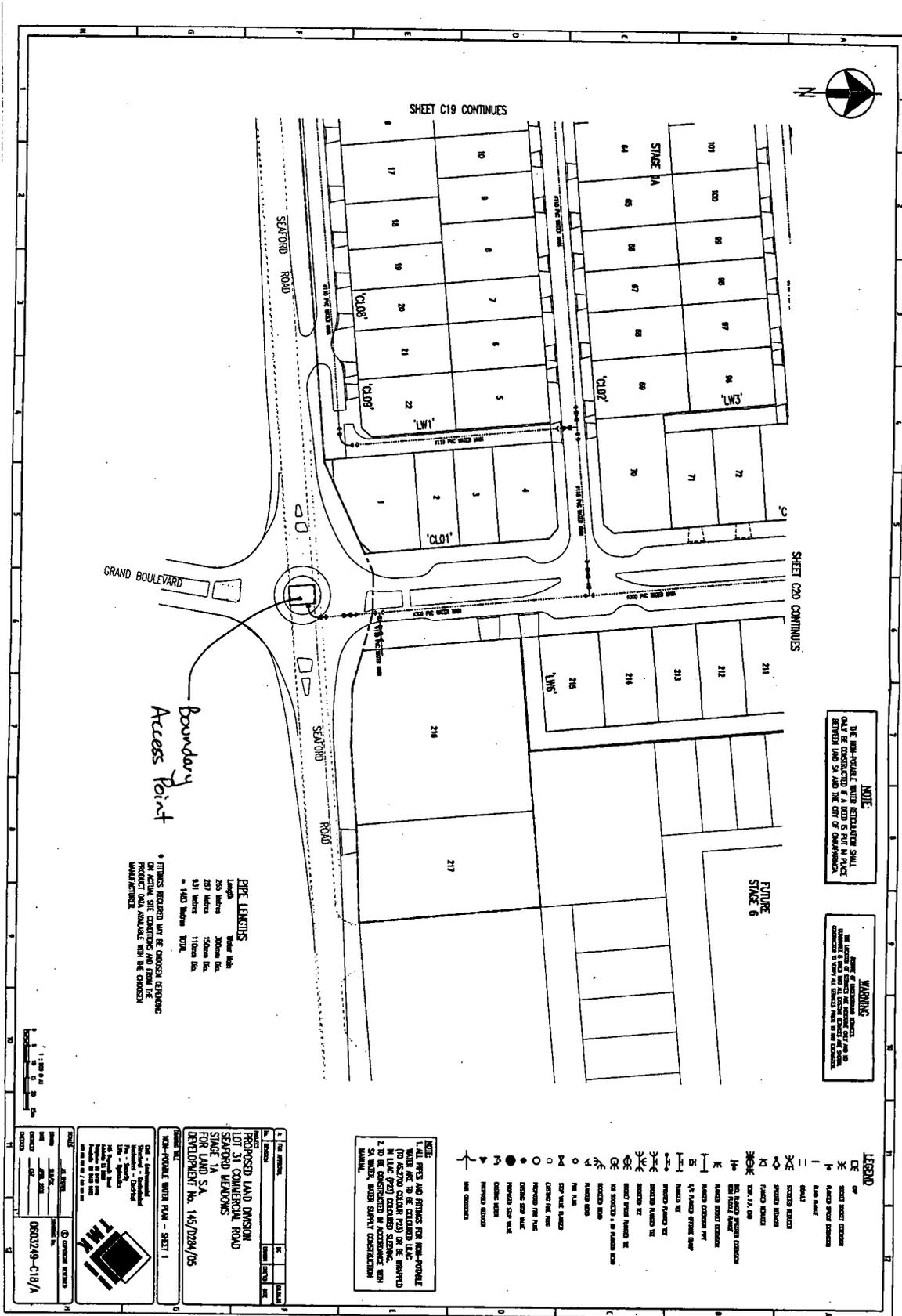
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Witness

**ANNEXURE B****ENERGY EFFICIENCY GUIDELINES**

- All buildings on the Land must have electrical systems installed with direct load control.
- All residential buildings on the Land must be designed and constructed to meet or exceed 5+ stars rating using the "Accurate System".
- All hot water in non-residential buildings on the Land must be supplied by a solar hot water system.
- All non-residential buildings on the Land must have their electricity supply supplemented by a grid connected photovoltaic cell power plant.

# ANNEXURE C

## BOUNDARY ACCESS POINT



**NOTE:**  
THE PROPOSED BOUNDARY ACCESS POINT SHALL ONLY BE CONSIDERED AS A KEY POINT IN PLACE BETWEEN LOTS 5A AND THE CITY OF OVERLAND PARK.

**WARNING:**  
THIS PLAN IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION OR FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.

- LEGEND**
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**NOTE:**  
1. ALL PITS AND SETBACKS FOR NON-APPROPRIATE WATER ARE TO BE COLLECTED INTO A SEWERED SYSTEM (OR AS SEWER COLLECTOR PITS) OR BE RECYCLED TO BE CONSIDERED IN ACCORDANCE WITH 5A WATER QUALITY STANDARDS CONSTRUCTION MANUAL.

**PIPE LENGTHS**

Length	Water Mains	Sanitary Sewer
205 Meters	300mm Dia.	150mm Dia.
297 Meters	150mm Dia.	110mm Dia.
831 Meters	110mm Dia.	-
1643 Meters	TOTAL	-

\* FITTINGS REQUIRED MAY BE CHOSSEN VARYING ON A CASE BY CASE BASIS AND FROM THE MANUFACTURER'S RECOMMENDATIONS.

NO.	DESCRIPTION	AREA (SQ. FT.)	VOLUME (CU. YD.)
1	PROPOSED LAND DIVISION		
2	LOT 31 COMMERCIAL ROAD		
3	SEAFORD ROAD		
4	SEAFORD ROAD		
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DATED 16<sup>th</sup> January 2009 ~~2008~~

**BETWEEN:**

**CITY OF ONKAPARINGA**

of the one part

**AND**

**LANDSA PTY LTD and  
FAIRMONT HOMES GROUP PTY LTD and  
MSP PROPERTY HOLDINGS PTY LTD**

of the other part

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**LAND MANAGEMENT AGREEMENT  
BY DEED**

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**LYNCH MEYER**  
Lawyers  
190 Flinders Street  
ADELAIDE SA 5000

Telephone: 8223 7600

E 11469086



11:53 30-Sep-2010

Single Copy Only 2 of 2 Fees: \$121.00

LANDS TITLES REGISTRATION OFFICE SOUTH AUSTRALIA

MEMORANDUM OF ENCUMBRANCE

FORM APPROVED BY THE REGISTRAR-GENERAL

BELOW THIS LINE FOR OFFICE & STAMP DUTY PURPOSES ONLY

Prefix
E
Series No.
2

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1886

Solicitor / Registered Conveyancer / Encumbrancee

G M Stevens

Lodged by: G M Stevens AGENT CODE GMS1

Correction to: Geoffrey Stevens GMS1 TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

- 1. 2. 3. 4.

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

- 1. 2. 3. 4.

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

ITEM(S)	AGENT CODE

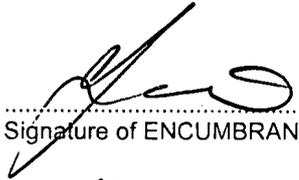
CORRECTION	PASSED
15 OCT 2010	
REGISTERED	 REGISTRAR-GENERAL pro

R-G 010709

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

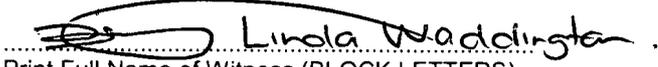
\* Delete the inapplicable

DATED 30/9/10

  
Signature of ENCUMBRANCER - C N Olivier

  
Signature of ENCUMBRANCER - M A Olivier

  
Signature of WITNESS - Signed in my presence by the Encumbrancers who are either personally known to me or have satisfied me as to their identity. A penalty of up to \$2000 or 6 months imprisonment applies for improper witnessing

  
Print Full Name of Witness (BLOCK LETTERS)

8 Oceanic Close  
Print Address of Witness

Seaford Rise 5169 SA

Business Hours Telephone Number 83272505

✓

# MEMORANDUM OF ENCUMBRANCE

## CERTIFICATE(S) OF TITLE BEING ENCUMBERED

The whole of the land comprised in Certificate of Title Register Book Volume 6052 Folio 794

## ESTATE AND INTEREST

Estate in Fee Simple

## ENCUMBRANCES

AG11210922

## ENCUMBRANCER (Full name and address)

**CARLOS NELSON OLIVIER and MICHELLE ANNE OLIVIER**  
both of 7 Oceanic Close Seaford Rise SA 5169

(Note: In this instrument the expression "The Owner" includes the Encumbrancer and each successive registered proprietor of the land comprised in the Certificate of Title being encumbered.)

## ENCUMBRANCEE (Full name, address and mode of holding)

**LANDSA PTY LTD** A.B.N. 47 079 317 623  
of 21-24 North Terrace Adelaide SA 5000

## OPERATIVE CLAUSE

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

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

(a) Ten cents (.10c)

(b) State the term of the annuity or rent charge. If for life use the words "during his or her lifetime"

(b) TO BE PAID TO THE ENCUMBRANCEE  
for a term of Three Thousand Nine Hundred and Ninety Nine (3,999) years

(c) State the times appointed for payment of the annuity or rent charge. Any special covenants may be inserted on page 2.

(c) AT THE TIMES AND IN THE MANNER FOLLOWING  
Payable (if demanded by the Encumbrancee) on the 1st day of January in each year (starting on 1st day of January in the next calendar year immediately following the date of execution of this instrument) to the intent:

- that the Encumbrancee will hold the annuity for the Term to secure the compliance by the Owner with the covenants contained in this instrument; and
- that the Encumbrancee will not demand payment of the annuity if, and so long as, the Owner complies with all of the covenants.

## COVENANTS

IT IS COVENANTED by the Owner with the Encumbrancee and with all other persons claiming under the Encumbrancee as purchasers of any land in the Development Zone (as defined on the front page of this instrument) as follows to the intent:

- that the covenants in this instrument will run with and bind the land; and
  - that the benefit of each of the covenants will be annexed to, and pass to future owners of, each and every part of the Development Zone.
1. **Not to use the land other than for residential or other approved purposes**
- Subject to clause 6, the land must not be used for any purpose other than:
- 1.1 residential use; or
  - 1.2 such other use as has received the prior written approval of the Encumbrancee.
2. **No building without Encumbrancee's approval**
- 2.1. Subject to clauses 3 and 4, the Owner must not do (or cause, suffer or permit to be done) any of the following on the land except in strict accordance with plans and specifications that have received the prior written approval of the Encumbrancee -
- 2.1.1. erect a building or structure;
  - 2.1.2. carry out any siteworks;
  - 2.1.3. erect a fence or wall;
  - 2.1.4. erect any external sign, hoarding, tank, mast, pole, television antenna, satellite dish or radio aerial, either freestanding or fixed to any other building or structure;
  - 2.1.5. erect or place any external floodlights or spotlights;
  - 2.1.6. construct or create a driveway or parking area, or otherwise set aside any area for the parking of vehicles; or
  - 2.1.7. carry out any landscaping or planting (unless the land has been designated by the Encumbrancee as a residential allotment). (But see clause 7.3.)
- 2.2. The Owner must not submit any plans of building works to the Council for its approval until it has obtained the approval of the Encumbrancee.
- 2.3. Any application that is lodged by the Owner for approval pursuant to clause 2.1 must be accompanied by such plans, specifications and other information as is reasonably required by the Encumbrancee. In addition each application must be accompanied by payment of any applicable fees set by the Encumbrancee to cover the Encumbrancee's reasonable administrative costs for processing of applications. The application fees:
- 2.3.1. may be varied by the Encumbrancee from time to time;
  - 2.3.2. but are not applicable to any application relating to the initial development of the land.
3. **Design Guidelines**
- 3.1. The Encumbrancee will not act unreasonably in refusing any approval or imposing any condition of approval under clause 2. But a refusal or a condition cannot be deemed unreasonable if -
- 3.1.1. the proposal as submitted is contrary to any provision in the Design Guidelines; or
  - 3.1.2. a corporate member of the Planning Institute of Australia certifies that the proposed works would have an adverse effect upon the development, appearance, health or amenity of the locality in which the land is situated or upon any part of that locality.
- 3.2. If the land is used for residential purposes, the following items do not require approval under clause 2, but nevertheless must comply with the applicable requirements as set out in the Design Guidelines:
- 3.2.1. clotheslines;

- 3.2.2 solar water heaters;
- 3.2.3 airconditioners;
- 3.2.4 antennae (including satellite dishes);
- 3.2.5 letterboxes;
- 3.2.6 driveways;
- 3.2.7 rainwater tanks.

4. **Dual Reticulation Network**

4.1. The Owner:

- 4.1.1. must not erect (or cause, suffer or permit the erection of) a building or structure (except for a domestic outbuilding or other structure of such a kind as would not normally incorporate a reticulated water supply) unless a dual reticulation network is constructed on the land and is connected to the building or structure; and
- 4.1.2. must not permit the dual reticulation network to be removed or disconnected, or to fall into disrepair.

4.2. In this clause, "dual reticulation network" means a water reticulation network which is designed and constructed:

- 4.2.1. so as to enable reclaimed water to be distributed from the boundary of the land for use for external irrigation and toilet flushing on the land; and
- 4.2.2. in accordance with all relevant Australian Standards and regulatory requirements; and
- 4.2.3. in accordance with the requirements of any Land Management Agreement which may be noted on the Certificate of Title to the land pursuant to the provisions of the Development Act 1993.

5. **No land division without Encumbrancee's approval**

The Owner must not divide the land except with the prior written approval of the Encumbrancee.

6. **Planning laws**

6.1. The land must not be used or developed except in accordance with -

- 6.1.1. any laws relating to planning from time to time in force; and
- 6.1.2. the conditions of any relevant consent or approval given by any Council or other relevant planning authority.

6.2. Any approval granted by the Encumbrancee does not constitute an agreement or representation as to adequacy, suitability or fitness of the proposal, plans or specifications so approved, nor that the Council will grant its approval. The Owner acknowledges that the Owner will not place any reliance on the Encumbrancee's approval, whether for the purposes of planning or zoning laws or otherwise.

7. **No delay**

7.1. The Owner must not permit any undue delay to occur in the commencement or completion of any works approved under clause 2;

7.2. The Owner must not permit the commencement or the completion of the construction of a dwelling (or, if the Encumbrancee has approved a non-residential use, a building consistent with the approved use), approved by the Encumbrancee in accordance with clause 2, on the land to be delayed beyond time limits of:

- 7.2.1. twelve (12) months (for commencement); and
- 7.2.2. three (3) years (for completion),

after the date of this instrument (or such further time as the Encumbrancee in its absolute discretion may agree in writing with the Owner).

7.3. The Owner must not permit the completion of landscaping on the land to be delayed beyond the applicable time limit as set out below (or such longer period as the Encumbrancee allows, by notice in writing to the Owner):

7.3.1. if the land has been designated by the Encumbrancee as a residential allotment, then the time limit for the establishment, to the reasonable satisfaction of the Encumbrancee, of a garden (including landscaping and associated pavements) between the front of the dwelling and the adjacent road boundary is a period of twelve (12) months after the completion of the dwelling;

7.3.2. in any other case the time limit for completion of landscaping, to the reasonable satisfaction of the Encumbrancee, on the land is 30 days following the date of occupancy or substantial completion of any building on the land, whichever first occurs (provided that the Owner also must comply with the obligations in clause 2.1.7).

## 8. Option to buy back

If the construction of a dwelling (or other building as referred to in clause 7.2) approved by the Encumbrancee is not commenced on the land before the expiry of the time limit stated in clause 7.2.1 or, having been commenced, is not completed within the time limit stated in clause 7.2.2 (or within such further times as the Encumbrancee may agree in writing with the Owner), then the following provisions will apply:-

- 8.1 The Encumbrancee may request the Owner to transfer the land to the Encumbrancee or its nominee. The request may be made at any time after the expiry of the time limit, unless by that time the construction of a dwelling has commenced.
- 8.2 The Encumbrancee may, in its sole discretion, determine a price for the transfer of the land (being not less than the gross sale price of the land to the Owner less 10%).
- 8.3 The Owner must, within one calendar month after the date of a request under clause 8.1, transfer an estate in fee simple in the land in accordance with the request, subject only to this encumbrance.
- 8.4 The Owner must promptly execute all relevant documentation submitted to it by the Encumbrancee for the purpose of giving effect to the transfer.
- 8.5 Rates, taxes and all other outgoings relating to of the land will be adjusted to the date of settlement of the transfer. All costs associated with the transfer will be borne by the Encumbrancee or its nominee.
- 8.6 The price fixed by the Encumbrancee will be payable to the Owner on settlement.

## 9. No sale or lease before building is completed

- 9.1 Subject to clause 16 and this clause, the Owner must not lease, sell, advertise for lease or sale, or transfer the land unless:
- 9.1.1 a dwelling (or, if the Encumbrancee has approved a non-residential use, a building consistent with the approved use), approved by the Encumbrancee under clause 2.1, has been completed upon the land; or
- 9.1.2 the Encumbrancee has consented in writing to the lease, sale, advertising or transfer.
- 9.2 If a dwelling (or other building referred to in clause 9.1), approved by the Encumbrancee under clause 1.1, has not been completed on the land and the Owner desires to transfer the land, then the following provisions will apply-
- 9.2.1 The Encumbrancee has the option of re-purchasing the land, subject only to this Encumbrance, for a price fixed by the Encumbrancee in the same manner as set out in clause 8.2.

9.2.2 The Owner must make an offer in writing to the Encumbrancee to sell the land to the Encumbrancee or its nominee for the price fixed by the Encumbrancee. The offer will remain open for acceptance for one calendar month after the date of service of the offer.

9.2.3 If the offer is accepted then –

- the Owner must sell the land to the Encumbrancee or its nominee upon the terms stated in this clause;
- settlement will be effected within one calendar month from the date of acceptance;
- the Owner must promptly execute all relevant documentation submitted to it by the Encumbrancee;
- rates, taxes and all other outgoings relating to the land will be adjusted to the date of settlement;
- all costs associated with the transfer will be borne by the Encumbrancee or its nominee; and
- the price fixed by the Encumbrancee will be payable on settlement.

9.2.4 Until the expiry of the period stated in clause 9.2.2, the Owner must not transfer or agree to transfer the land to any other person (unless in the meantime the Encumbrancee, in writing, unconditionally declines the offer).

9.2.5 This clause does not prevent a transfer of the land, upon the death of the Owner, to a person entitled to land under the will or upon the intestacy of the Owner.

9.3 If a dwelling (or other building as referred to in clause 9.1), approved by the Encumbrancee under clause 2.1 has not been completed on the land and the Owner causes or permits the land to be advertised for sale without first complying with clause 8.2, then the following provisions will apply:-

9.3.1 The Encumbrancee may exercise its option to purchase the land for a price fixed by the Encumbrancee in the same manner as set out in clause 8.2 on the same terms and conditions as set out in clause 9.2.

9.3.2 The option must be exercised by notice in writing served on the Owner within one calendar month of the date on which the Encumbrancee becomes aware that the land has been advertised for sale. (A certificate under the hand of a manager or secretary or other senior officer of the Encumbrancee shall be conclusive evidence of such date).

9.3.3 Settlement must be effected within two calendar months of the exercise of the option.

## **10. Not to fail to maintain**

10.1 The Owner must not allow:

10.1.1 the state of repair of the land, any building, structure or improvement on the land or of any painted surface; or

10.1.2 the general state of tidiness or cleanliness of the land or of any building, structure or improvement on the land; or

10.1.3 the maintenance of the landscaping, paving and car parking areas on the land,

to fall below a standard that is acceptable to the Encumbrancee.

10.2 The Encumbrancee must act in good faith in determining the standard acceptable to it for the purposes of this clause.

10.3 The Owner must not permit any carparking area to be used other than for vehicle parking.

- 10.4 The Owner must not permit any rubbish bin or similar receptacle to be placed between the front of any building erected on the land and the street alignment (except that a bin may be so placed immediately before being emptied or removed).

**11. Vehicle Parking**

The Owner must not cause, suffer or permit any vehicle of a recreational nature (eg caravan, boat, campervan, etc) or a commercial nature (eg truck, bus, van, etc) to be parked between the front building line of any dwelling on the land and the road boundary (or boundaries) of the land (except on an irregular and infrequent basis) or to be parked anywhere else on the land so as to be visible from the street or from any other public place.

**12. Notice to rectify breach**

- 12.1 The Encumbrancee, or a servant, agent or contractor of the Encumbrancee, may enter the land at any time, (after giving at least 24 hours notice to the Owner), for the purpose of inspecting the land to determine whether any of the Owner's obligations under this instrument has been breached. The Owner must not do, (nor cause nor permit the doing of) anything to obstruct or hinder such entry or inspection.
- 12.2 If the Encumbrancee serves a written notice upon the Owner specifying a breach of any of the Owner's obligations under any of the foregoing clauses; and
- 12.3 the Owner fails to remedy the breach within one calendar month from the date of service of the notice, then
- 12.4 the Encumbrancee its servants, agents and contractors may enter the land and may take such action as the Encumbrancee deems necessary to remedy the breach; and
- 12.5 the Encumbrancee may recover from the Owner, in any court of competent jurisdiction, the costs incurred in remedying the breach.

**13. Acknowledgment of building scheme**

The Owner acknowledges for the Owner and the Owner's successors in title –

- 13.1 that the foregoing covenants are entered into and undertaken for the purposes of the Encumbrancee's scheme of development for the lands comprised in the Development Zone; and
- 13.2 that the Encumbrancee has warranted that it has required, and will continue to require, each purchaser of land in the Development Zone, as a condition of its sale, to execute an instrument in substantially similar form to this instrument and containing substantially similar covenants and other stipulations.

**14. Waiver**

- 14.1 The Encumbrancee, in its absolute discretion, may at any time modify, waive or release:-
- 14.1.1 any of the foregoing covenants; or
- 14.1.2 any covenants or stipulations contained in the Encumbrance Building and Development Requirements or in any other instrument relating to the land; or
- 14.1.3 any of the covenants contained in any similar instrument relating to any other land in the said Development Zone (regardless of whether the instrument was entered before or after this instrument).
- 14.2 A modification, waiver or release under clause 14.1.3 does not release the Owner from any of the covenants or stipulations referred to in clause 14.1.1 or 14.1.2.

**15. Release of Owner upon sale**

Once a building has been completed on the land in accordance with the terms of the approval required under clause 1.1, the following provisions will apply –

- 15.1 The rent charge and covenants contained in this instrument will be binding only upon the registered proprietor for the time being of the land.
- 15.2 Subject to clause 15.3, each successive registered proprietor of the land will be released from the payment of the rent charge and from the performance of the covenants immediately upon transferring the fee simple in the land to another person.
- 15.3 Despite a transfer as referred to in clause 15.2, the rights of the Encumbrancee will be preserved against any former registered proprietor, in relation to a breach of this Encumbrance which occurred either before the transfer or by reason of the transfer.

**16. Sunset clause**

The rights and obligations of the Encumbrancee (but not those of any person claiming under the Encumbrancee as purchasers of any land in the Development Zone) will cease from whichever of the following dates occurs first:-

- 16.1 a date two years after the practical completion of an approved building upon the last remaining vacant allotment in the Development Zone (excluding any allotment upon which no building is permitted to be erected); or
- 16.2 the 1st day of January 2013.

**17. Service of notices**

- 17.1 A notice may be served on the Owner either:
  - 17.1.1 by posting the notice in a prepaid envelope to the last known address of the Owner; or
  - 17.1.2 if a building has been erected on the land, by leaving the notice at or attached to the dwelling.
- 17.2 A Notice may be served on the Encumbrancee by being left at or posted in a prepaid envelope addressed to the Encumbrancee at its registered office in South Australia.
- 17.3 A notice served by post is deemed to have been served two (2) business days after posting.

**18. Interpretation**

- 18.1 In this instrument:-
  - 18.1.1 a reference to any gender includes all genders;
  - 18.1.2 the singular includes the plural and vice versa;
  - 18.1.3 a reference to a person includes a body corporate and vice versa;
  - 18.1.4 a reference to a party includes the heirs, executors, successors or assigns of that party;
  - 18.1.5 "the Owner" includes the Encumbrancer and each successive registered proprietor of the land (and, if there are two or more Owners at any time, the liability of those persons is joint and several);
  - 18.1.6 "the Development Zone" means the whole of the land comprised, or previously comprised, in allotment 1001 in Deposited Plan DP71340;
  - 18.1.7 "the land" means the land subject to this instrument and includes any part of the land;
  - 18.1.8 "Design Guidelines" means the Design Guidelines for Seaford Meadows (including precincts within Seaford Meadows) published by the Encumbrancee, which may include provisions reflecting the desired characters of particular precincts and may be varied from time to time by the Encumbrancee;
  - 18.1.9 "Council" means the local government body for the area in which the land is situated;

18.1.10 the construction of a building on the land will not be deemed to have commenced until footings for the building have been completed in accordance with an approval given by the Encumbrancee under clause 1.1;

18.1.11 a reference to the completion of a building or similar expression used in this Encumbrance means the Stage where the building work is complete except for minor omissions and minor defects:-

- which do not prevent the building from being reasonably capable of being used for its intended purpose; and
- rectification of which will not prejudice the convenient use of the building; and
- all work on the external facade and other external surfaces of the building is complete and all defects and minor omissions have been rectified.

18.2 Nothing in this instrument prejudices:-

18.2.1 the entitlement of the Encumbrancee to all the powers, rights and remedies given to Encumbrancees under statute law or common law; or

18.2.2 the rights of the Encumbrancee (or of any other person) to an injunction or to damages in respect of a breach of any covenant by the Owner (or a previous Owner).

18.3 The burden of proving compliance with the covenants in this instrument lies on the Owner.