

# 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:

[Empty text box for Purchaser name]

Address:

[Empty text box for Purchaser address]

~~2 Purchaser's registered agent:~~

~~[Empty text box for Purchaser's registered agent name]~~

~~Address:~~

~~[Empty text box for Purchaser's registered agent address]~~

3 Vendor:

THOMAS EDMUND HELPS

Address:

7 WILDI COURT, HAPPY VALLEY SA 5159

4 Vendor's registered agent:

MAGAIN REAL ESTATE PTY. LTD.

Address:

SHOP 3 KENIHANS ROAD, HAPPY VALLEY SHOPPING CENTRE, HAPPY VALLEY SA 5159

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

[Empty text box for date of contract]

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

7 WILDI COURT, HAPPY VALLEY SA 5159

ALLOTMENT 214 DEPOSITED PLAN 50637  
IN THE AREA NAMED HAPPY VALLEY  
HUNDRED OF NOARLUNGA

REFER CT-5593/323

## 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:  
SHOP 3 HAPPY VALLEY SHOPPING CENTRE KENIHANS RD, HAPPY VALLEY  
(being the vendor's last known address); or
- (c) transmitted by fax or email to the following fax number or email address:

DANIELLE@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 3 HAPPY VALLEY SHOPPING CENTRE KENIHANS RD, HAPPY VALLEY

(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;
- (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,~~ THOMAS EDMUND HELPS

of 7 WILDI COURT, HAPPY VALLEY SA 5159

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:

Date:

Signed:

Date:

Signed:

**Part D - Certificate with respect to prescribed inquiries by registered agent**

(section 9)



To the purchaser:

I, DANIELLE MONICA COMER

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: NONE KNOWN

Date:

Signed:

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

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

**Schedule - Division 1 - Particulars of mortgages charges and prescribed encumbrances affecting the land**  
(section 7(1)(b))

**Note -**

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

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

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

## Table of particulars

### Column 1

### Column 2

### Column 3

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

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

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

(a) the heading "1. General" and items 1.1, 1.2, 1.3 and 1.4; and

(b) the heading "5. Development Act 1993 (repealed)" and item 5.1; and

(c) the heading "6. Repealed Act conditions" and item 6.1; and

(d) the heading "29. Planning, Development and Infrastructure Act 2016" and items 29.1 and 29.2, which must be retained as part of this statement whether applicable or not.]

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

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

## 1. General

### 1.1 Mortgage of land

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

**Is this item applicable?**

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

**Are there attachments?**

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

CERTIFICATE OF TITLE - VOLUME 5593 FOLIO 323

Number of mortgage (if registered):

13045325

Name of mortgagee:

MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)



YES

YES

1.2 Easement

(whether over the land or annexed to the land)

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

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

Is this item applicable?

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

Are there attachments?

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

- PROPERTY INTEREST REPORT (PAGE 13)  
- CERTIFICATE OF TITLE - VOLUME 5593 FOLIO 323

Description of land subject to easement:

- PORTION OF THE LAND IN CT-5593/323  
- OVER THE LAND MARKED D

Nature of easement:

- STATUTORY EASEMENT TO SA POWER NETWORKS  
- SERVICE EASEMENT(S) OVER THE LAND MARKED D FOR DRAINAGE PURPOSES TO THE COUNCIL FOR THE AREA (223LG RPA)

Are you aware of any encroachment on the easement?

NO

If YES, give details:

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

If YES, give details:

NO  
 YES

1.3 Restrictive covenant

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

Is this item applicable?

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

Are there attachments?

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

ENCUMBRANCE 8661129

Nature of restrictive covenant:

REFER TO ENCUMBRANCE 8661129

Name of person in whose favour restrictive covenant operates:

REFER TO ENCUMBRANCE 8661129

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

YES

If NO, give details:

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

NO

NO  
 YES

14 Lease, agreement for lease, tenancy agreement or licence

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

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

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~[Empty box for attachment details]~~

~~Name of parties:~~

~~[Large empty box for party names]~~

~~Period of lease, agreement for lease etc:~~

~~From [ ] to [ ]~~

~~Amount of rent or licence fee:~~

~~\$ [ ] per [ ] (period)~~

~~Is the lease, agreement for lease etc in writing?~~

~~[ ]~~

~~If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify -~~

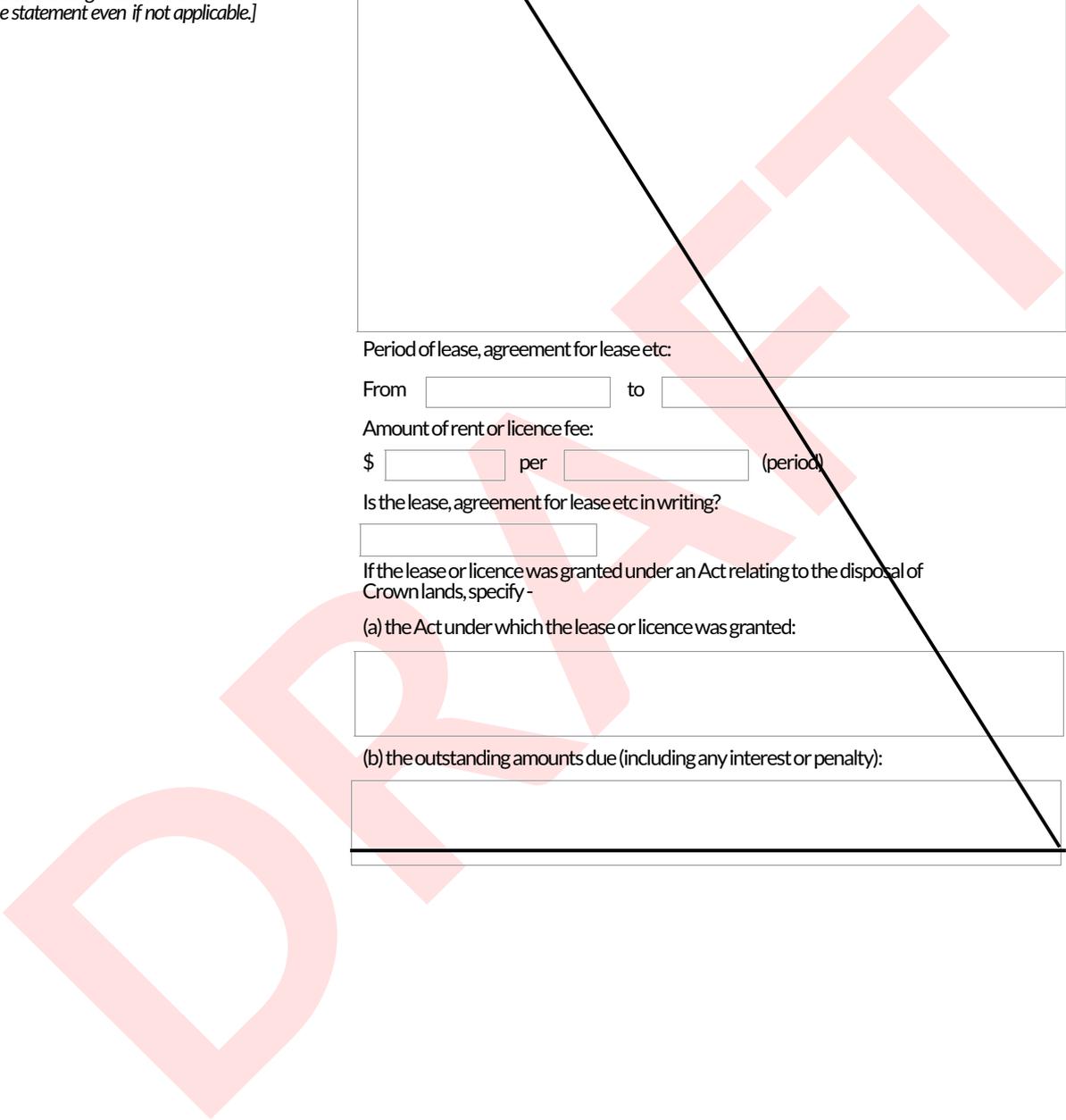
~~(a) the Act under which the lease or licence was granted:~~

~~[Empty box for Act details]~~

~~(b) the outstanding amounts due (including any interest or penalty):~~

~~[Empty box for outstanding amounts]~~

[ ]  
[ ]  
[ ]



### 5. Development Act 1993 (repealed)

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

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

**Is this item applicable?**

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

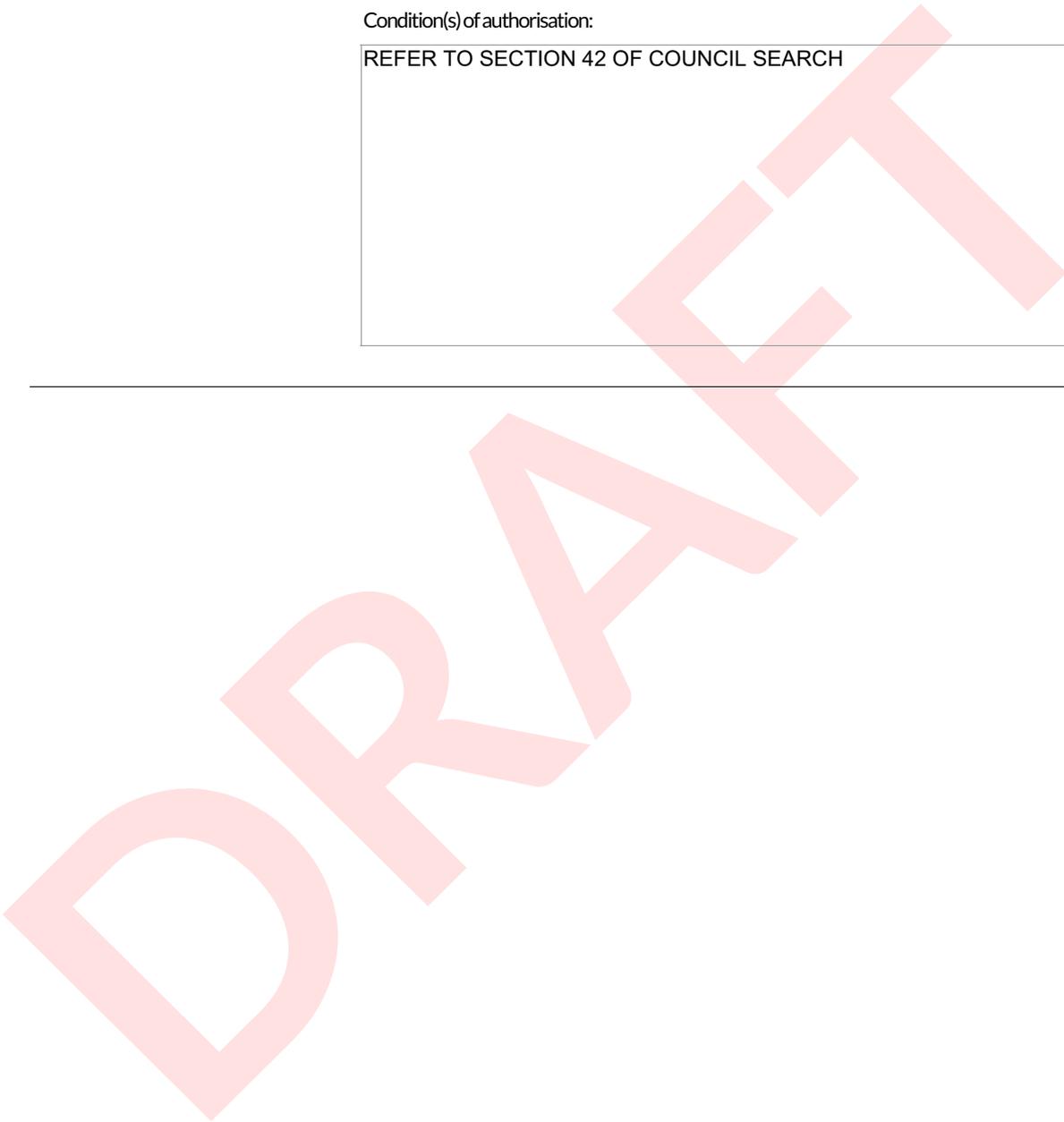
**Are there attachments?**

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

CITY OF ONKAPARINGA COUNCIL SEARCH (SECTION 42)

Condition(s) of authorisation:

REFER TO SECTION 42 OF COUNCIL SEARCH



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

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~\_\_\_\_\_~~

~~Date requirement given:~~

~~\_\_\_\_\_~~

~~Name of body giving requirement:~~

~~\_\_\_\_\_~~

~~Nature of requirement:~~

~~\_\_\_\_\_~~

~~Contribution payable (if any):~~

~~\_\_\_\_\_~~

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

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~\_\_\_\_\_~~

~~Date of agreement:~~

~~\_\_\_\_\_~~

~~Names of parties:~~

~~\_\_\_\_\_~~

~~Terms of agreement:~~

~~\_\_\_\_\_~~

~~Contribution payable (if any):~~

~~\_\_\_\_\_~~

5.4 section 55 - Order to remove or perform work

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~\_\_\_\_\_~~

~~Date of order:~~

~~\_\_\_\_\_~~

~~Terms of order:~~

~~\_\_\_\_\_~~

~~Building work (if any) required to be carried out:~~

~~\_\_\_\_\_~~

~~Amount payable (if any):~~

~~\_\_\_\_\_~~

5.5 section 56 - Notice to complete development

~~*Is this item applicable?*~~

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

~~*Are there attachments?*~~

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

~~\_\_\_\_\_~~

~~Date of notice:~~

~~\_\_\_\_\_~~

~~Requirements of notice:~~

~~\_\_\_\_\_~~

~~Building work (if any) required to be carried out:~~

~~\_\_\_\_\_~~

~~Amount payable (if any):~~

~~\_\_\_\_\_~~

5.6 section 57 - Land management agreement

*Is this item applicable?*

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

*Are there attachments?*

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

LAND MANAGEMENT AGREEMENT 8535968

Date of agreement:

REFER TO LAND MANAGEMENT AGREEMENT 8535968

Names of parties:

REFER TO LAND MANAGEMENT AGREEMENT 8535968

Terms of agreement:

REFER TO LAND MANAGEMENT AGREEMENT 8535968

NO

YES

5.7 section 60 - Notice of intention by building owner

~~*Is this item applicable?*~~

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

~~*Are there attachments?*~~

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

~~\_\_\_\_\_~~

~~Date of notice:~~

~~\_\_\_\_\_~~

~~Building work proposed (as stated in the notice):~~

~~\_\_\_\_\_~~

~~Other building work as required pursuant to the Act:~~

~~\_\_\_\_\_~~

5.8 section 69 - Emergency order

~~*Is this item applicable?*~~

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

~~*Are there attachments?*~~

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

~~\_\_\_\_\_~~

~~Date of order:~~

~~\_\_\_\_\_~~

~~Name of authorised officer who made order:~~

~~\_\_\_\_\_~~

~~Name of authority that appointed the authorised officer:~~

~~\_\_\_\_\_~~

~~Nature of order:~~

~~\_\_\_\_\_~~

~~Amount payable (if any):~~

~~\_\_\_\_\_~~

5.9 section 71 - Fire safety notice

~~*Is this item applicable?*~~

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

~~*Are there attachments?*~~

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

~~\_\_\_\_\_~~

~~Date of notice:~~

~~\_\_\_\_\_~~

~~Name of authority giving notice:~~

~~\_\_\_\_\_~~

~~Requirements of notice:~~

~~\_\_\_\_\_~~

~~Building work (if any) required to be carried out:~~

~~\_\_\_\_\_~~

~~Amount payable (if any):~~

~~\_\_\_\_\_~~

5.10 section 84 - Enforcement notice

~~*Is this item applicable?*~~

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

~~*Are there attachments?*~~

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

~~\_\_\_\_\_~~

~~Date of notice given:~~

~~\_\_\_\_\_~~

5.10 section 84 - Enforcement notice (continued)

~~Name of relevant authority giving notice:~~

~~Nature of directions contained in notice:~~

~~Building work (if any) required to be carried out:~~

~~Amount payable (if any):~~

5.11 section 85(6), 85(10) or 106 - Enforcement order

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~Date order made:~~

~~Name of court that made order:~~

~~Action number:~~

~~Names of parties:~~

~~Terms of order:~~

~~Building work (if any) required to be carried out:~~

5.12 Part 11 Division 2 - Proceedings

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~Date of commencement of proceedings:~~

~~Date of determination or order (if any):~~

~~Terms of determination or order (if any):~~

## 6. Repealed Act conditions

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

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~Nature of condition(s):~~

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

## 7. Emergency Services Funding Act 1998

7.1 section 16 - Notice to pay levy

Is this item applicable?

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

Are there attachments?

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

CERTIFICATE OF EMERGENCY SERVICES LEVY

Date of notice:

27/04/2022

Amount of levy payable:

\$ 0.00

YES  
YES

### 19. Land Tax Act 1936

19.1 Notice, order or demand for payment of land tax

*Is this item applicable?*

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

*Are there attachments?*

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

CERTIFICATE OF LAND TAX

Date of notice, order or demand:

27/04/2022

Amount payable (as stated in the notice):

\$ 0.00

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

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

~~*Is this item applicable?*~~

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

~~*Are there attachments?*~~

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

~~Date of notice, order etc:~~

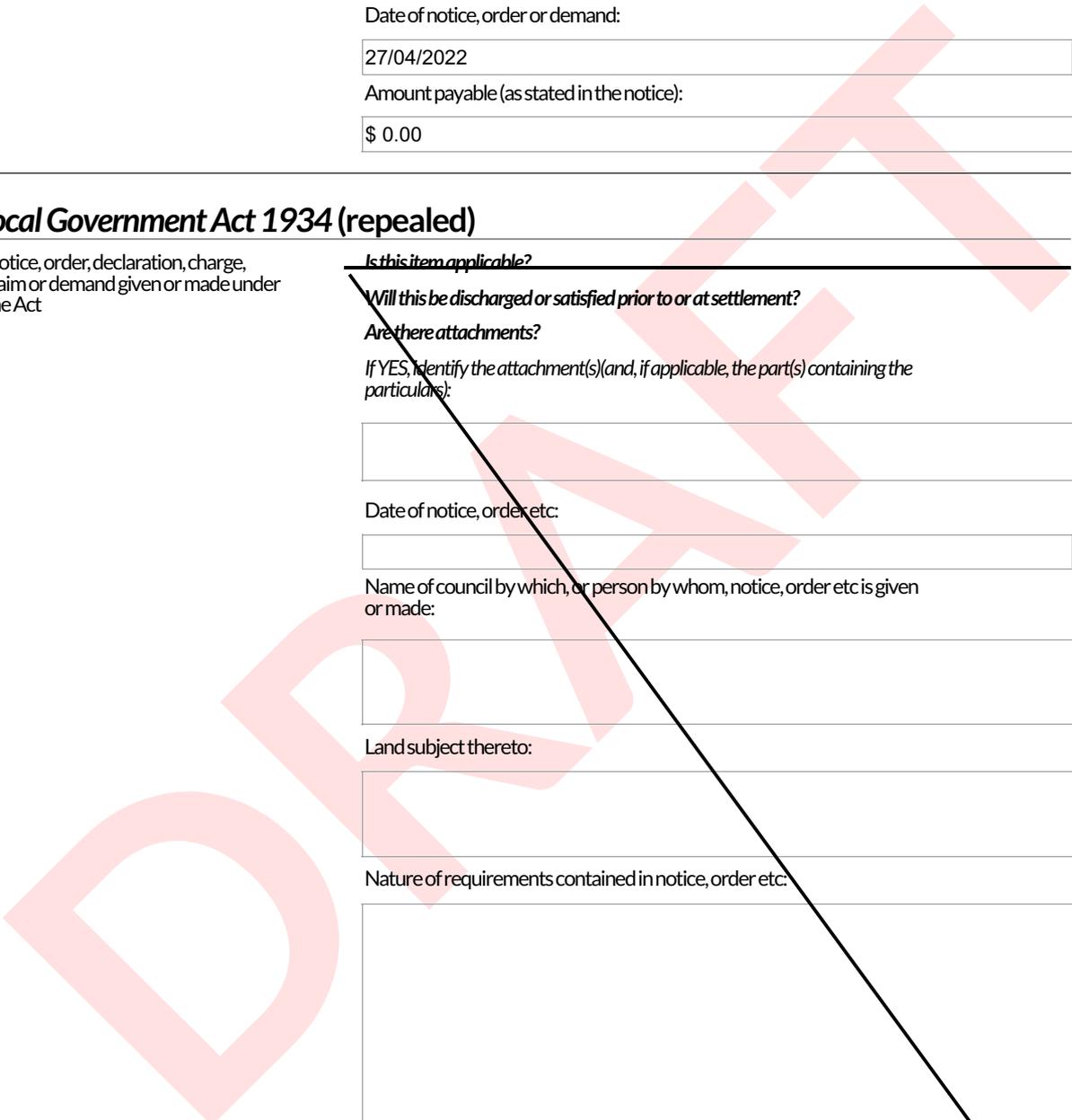
~~Name of council by which, or person by whom, notice, order etc is given or made:~~

~~Land subject thereto:~~

~~Nature of requirements contained in notice, order etc:~~

~~Time for carrying out requirements:~~

~~Amount payable (if any):~~



## 21. Local Government Act 1999

000002364116

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

*Is this item applicable?*



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

YES

*Are there attachments?*

YES

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

LOCAL GOVERNMENT RATES SEARCH

Date of notice, order etc:

26-Apr-2022

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

CITY OF ONKAPARINGA

Land subject thereto:

Allot 214 Sec 518 DP 50637 CT-5593/323  
7 Wildi Court, HAPPY VALLEY SA 5159

Nature of requirements contained in notice, order etc:

PAYMENT OF LOCAL GOVERNMENT RATES

Time for carrying out requirements:

REFER TO THE LOCAL GOVERNMENT RATES SEARCH

Amount payable (if any):

\$ 0.00

## 22. Local Nuisance and Litter Control Act 2016

22.1 section 30 - Nuisance or litter abatement notice

~~*Is this item applicable?*~~



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



~~*Are there attachments?*~~



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

~~Date of notice:~~

~~Notice issued by:~~

~~Nature of requirements contained in notice:~~

~~Time for carrying out requirements:~~

## 23. Metropolitan Adelaide Road Widening Plan Act 1972

000002364116

23.1 section 6 - Restriction on building work

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~Does the restriction apply to all of the land?~~

~~If NO, give details about the part of the land to which the restriction applies:~~

DRAFT

## 29. Planning, Development and Infrastructure Act 2016

29.1 Part 5 - Planning and Design Code

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

Is this item applicable?



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

 NO

Are there attachments?

 YES

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

- CITY OF ONKAPARINGA COUNCIL SEARCH (Planning, Development and Infrastructure Act 2016)  
- PROPERTY INTEREST REPORT (29.)

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

GN General Neighbourhood  
SUBZONES - NO  
ZONING OVERLAYS - OVERLAYS  
All structures over 30 metres Airport Building Heights (Regulated)  
The Airport Building Heights (Regulated) Overlay seeks to ensure building height does not pose a hazard to the operation and safety requirements of commercial and military airfields.  
Affordable Housing  
The Affordable Housing Overlay seeks to ensure the integration of a range of affordable dwelling types into residential and mixed use development.  
Urban Interface Hazards (Bushfire - Urban Interface)  
The Hazards (Bushfire - Urban Interface) Overlay seeks to ensure urban neighbourhoods adjoining bushfire risk areas allow access through to bushfire risk areas, are designed to protect life and property from the threat of bushfire and facilitate evacuation to areas safe from bushfire danger.  
Hazards (Flooding - Evidence Required)  
The Hazards (Flooding - Evidence Required) Overlay adopts a precautionary approach to mitigate potential impacts of potential flood risk through appropriate siting and design of development.  
Native Vegetation  
The Native Vegetation Overlay seeks to protect, retain and restore areas of native vegetation.  
Prescribed Wells Area  
The Prescribed Wells Area Overlay seeks to ensure sustainable water use in prescribed wells areas.  
Regulated and Significant Tree  
The Regulated and Significant Tree Overlay seeks to mitigate the loss of regulated trees through appropriate development and redevelopment.  
Stormwater Management  
The Stormwater Management Overlay seeks to ensure new development incorporates water sensitive urban design techniques to capture and re-use stormwater.  
Traffic Generating Development  
The Traffic Generating Development Overlay aims to ensure safe and efficient vehicle movement and access along urban transport routes and major urban transport routes.  
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 there a State heritage place on the land or is the land situated in a State heritage area?

 NO

Is the land designated as a local heritage place?

 NO

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?

 UNKNOWN

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

**Note** - For further information about the Planning and Design Code visit [www.code.plan.sa.gov.au](http://www.code.plan.sa.gov.au).

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 attachment even if not applicable.]

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~Date of authorisation:~~

~~Name of relevant authority that granted authorisation:~~

~~Condition(s) of authorisation:~~

29.3 section 139 - Notice of proposed work and notice may require access

~~Is this item applicable?~~

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

~~Are there attachments?~~

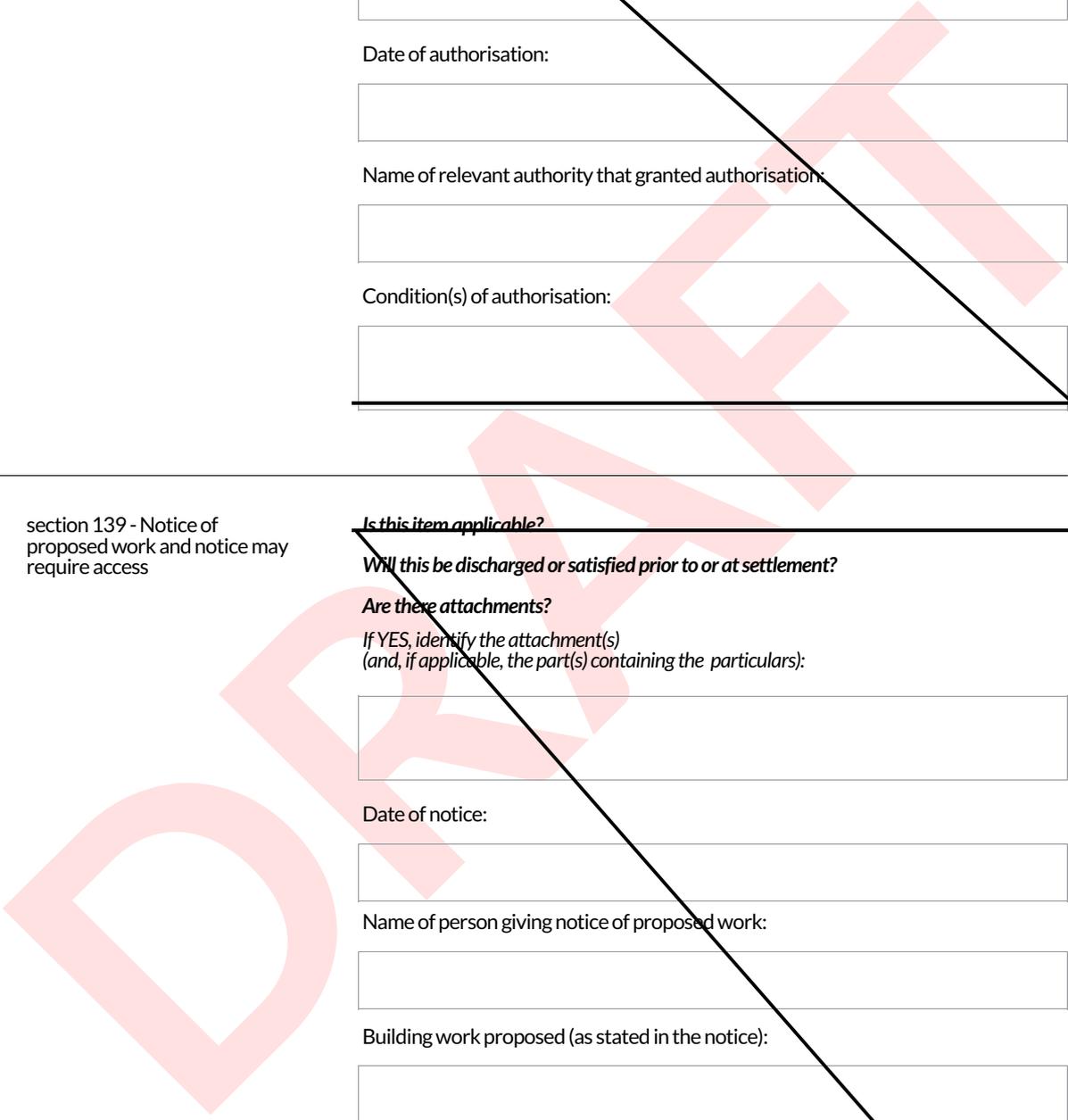
~~If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):~~

~~Date of notice:~~

~~Name of person giving notice of proposed work:~~

~~Building work proposed (as stated in the notice):~~

~~Other building work as required pursuant to the Act:~~



29.4 section 140 - Notice requesting access

~~**Is this item applicable?**~~

---

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

~~**Are there attachments?**~~

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

~~Date of notice:~~

~~Name of person requesting access:~~

~~Reason for which access is sought (as stated in the notice):~~

~~Activity of work to be carried out:~~


29.5 section 141 - Order to remove or perform work

~~**Is this item applicable?**~~

---

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

~~**Are there attachments?**~~

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

~~Date of order:~~

~~Terms of order:~~

~~Building work (if any) required to be carried out:~~

~~Amount payable (if any):~~

29.6 section 142 - Notice to complete development

~~**Is this item applicable?**~~

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

~~**Are there attachments?**~~

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

~~Date of notice:~~

~~Requirements of notice:~~

~~Building work (if any) required to be carried out:~~

~~Amount payable (if any):~~


29.7 section 155 - Emergency order

~~**Is this item applicable?**~~

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

~~**Are there attachments?**~~

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

~~Date of order:~~

~~Name of authorised officer who made order:~~

~~Name of authority that appointed the authorised officer:~~

~~Nature of order:~~

~~Amount payable (if any):~~

29.8 section 157 - Fire safety notice

~~**Is this item applicable?**~~

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

~~**Are there attachments?**~~

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

~~\_\_\_\_\_~~

~~Date of notice:~~

~~\_\_\_\_\_~~

~~Name of authority giving notice:~~

~~\_\_\_\_\_~~

~~Requirements of notice:~~

~~\_\_\_\_\_~~

~~Building work (if any) required to be carried out:~~

~~\_\_\_\_\_~~

~~Amount payable (if any):~~

~~\_\_\_\_\_~~

29.9 section 192 or 193 - Land management agreement

**Is this item applicable?**

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

**Are there attachments?**

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

LAND MANAGEMENT AGREEMENT 8535968

Date of agreement:

REFER TO LAND MANAGEMENT AGREEMENT 8535968

Names of parties:

REFER TO LAND MANAGEMENT AGREEMENT 8535968

Terms of agreement:

REFER TO LAND MANAGEMENT AGREEMENT 8535968

NO

YES

29.10 section 198(1) - Requirement to vest land in a council or the Crown to be held as open space

~~**Is this item applicable?**~~

---

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

~~**Are there attachments?**~~

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

~~Date requirement given:~~

~~Name of body giving requirement:~~

~~Nature of requirement:~~

~~Contribution payable (if any):~~


29.11 section 198(2) - Agreement to vest land in a council or the Crown to be held as open space

~~**Is this item applicable?**~~

---

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

~~**Are there attachments?**~~

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

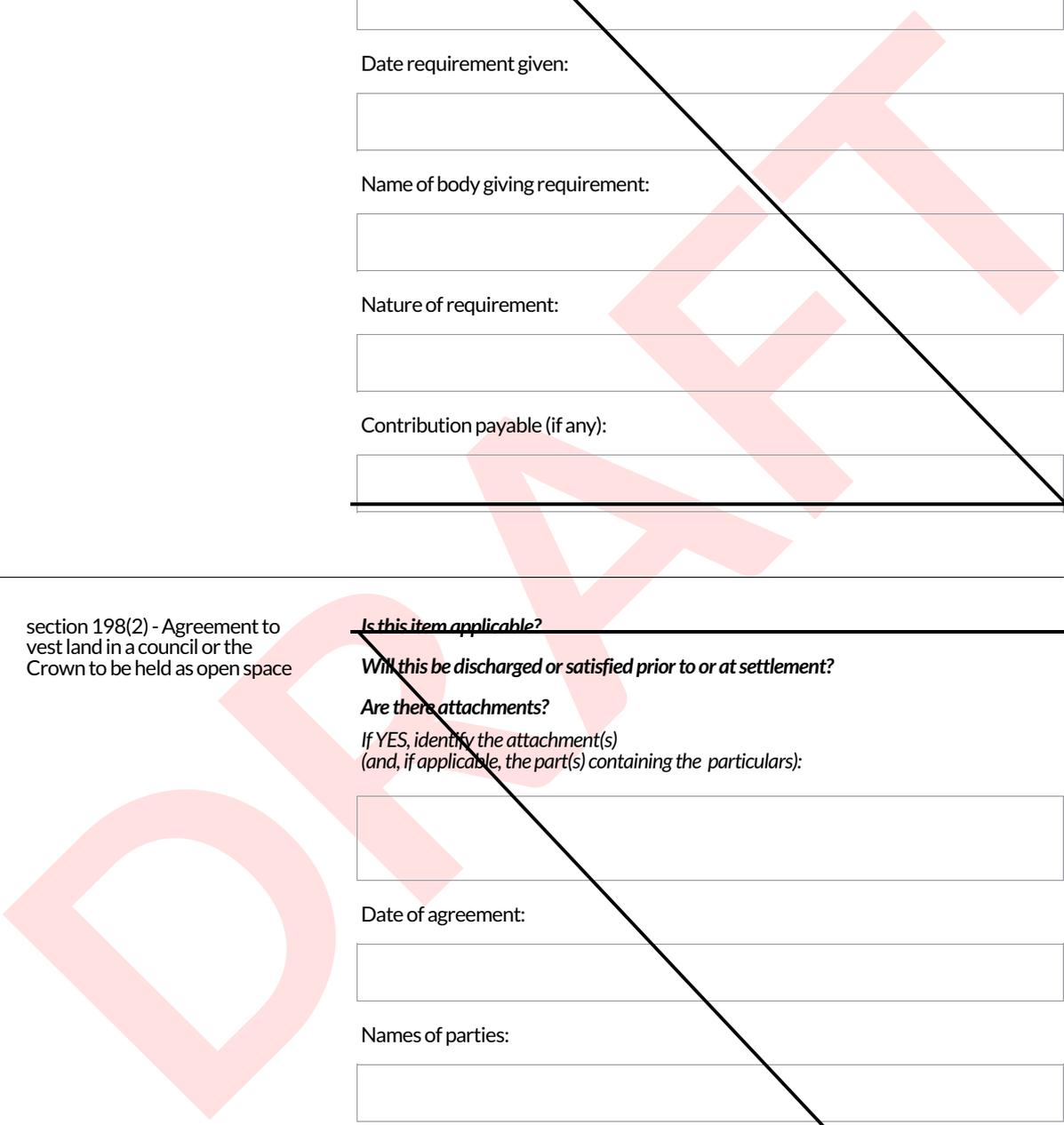
~~Date of agreement:~~

~~Names of parties:~~

~~Terms of agreement:~~

~~Contribution payable (if any):~~



29.12 Part 16 Division 1 - Proceedings

~~**Is this item applicable?**~~

---

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

~~**Are there attachments?**~~

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

~~Date of commencement of proceedings:~~

~~Date of determination or order (if any):~~

~~Terms of determination or order (if any):~~


29.13 section 213 - Enforcement notice

~~**Is this item applicable?**~~

---

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

~~**Are there attachments?**~~

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

~~Date notice given:~~

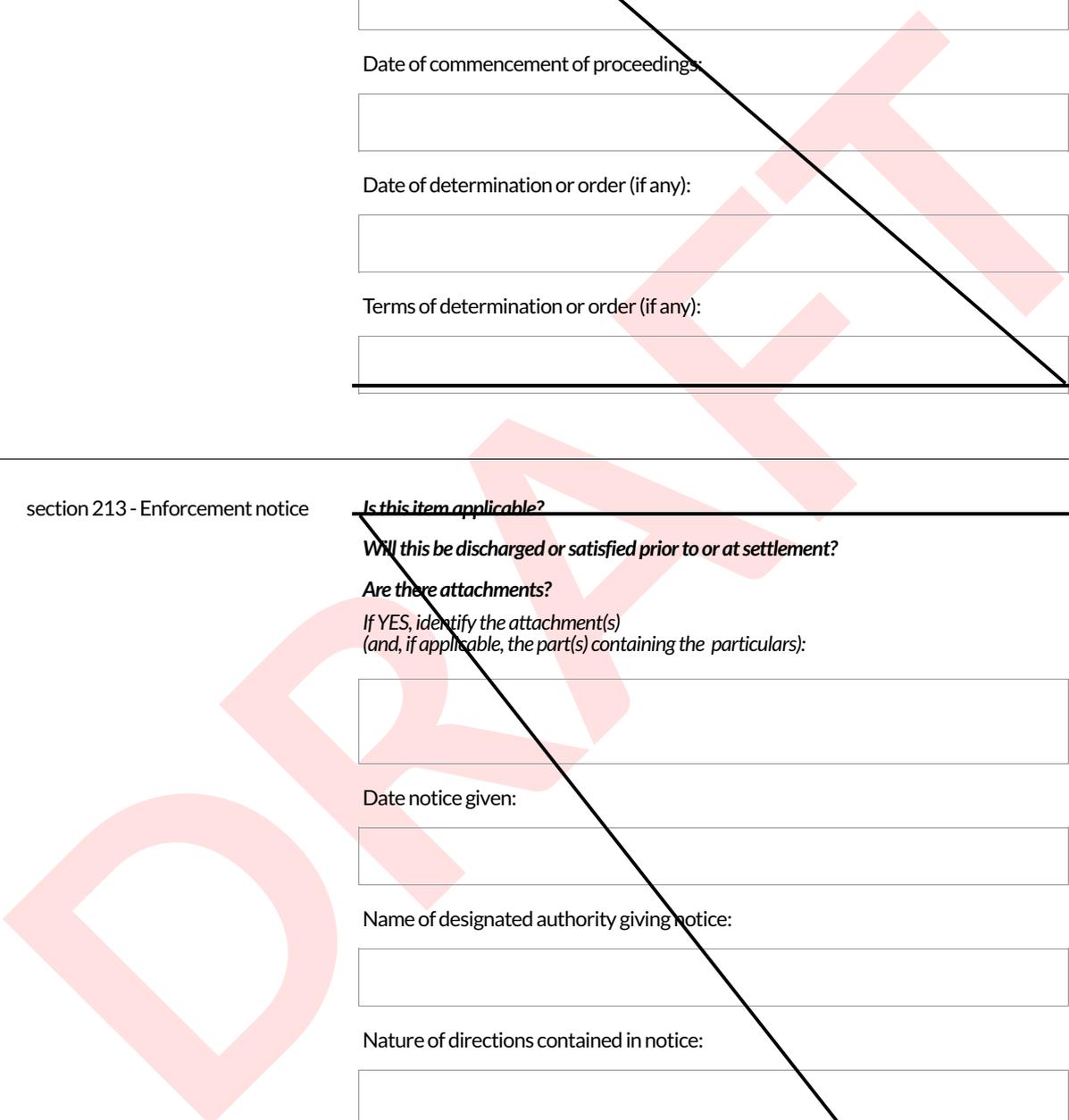
~~Name of designated authority giving notice:~~

~~Nature of directions contained in notice:~~

~~Building work (if any) required to be carried out:~~

~~Amount payable (if any):~~



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

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

Date order made:

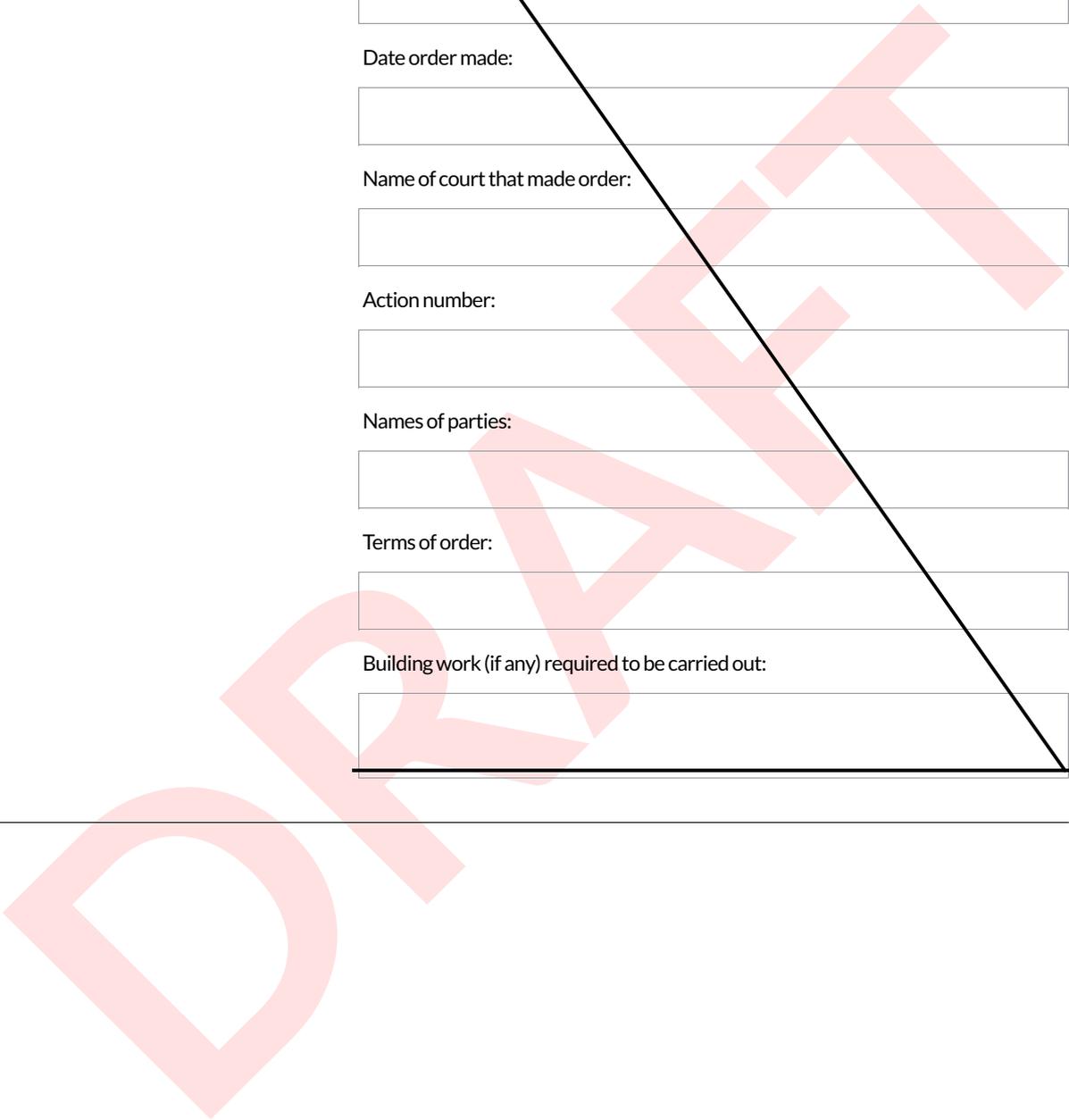
Name of court that made order:

Action number:

Names of parties:

Terms of order:

Building work (if any) required to be carried out:



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

33.1 section 23 - Notice of contribution payable

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~Date of notice:~~

~~Terms of notice:~~

~~Amount payable:~~

### 34. Water Industry Act 2012

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

Is this item applicable?

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

Are there attachments?

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

SA WATER CERTIFICATE

Date of notice or order:

27/4/2022

Name or person or body who served notice or order:

SA WATER

Amount payable (if any) as specified in the notice or order:

\$ 0.00

Nature of other requirement made (if any) as specified in the notice or order:

PAYMENT OF SA WATER RATES AND CHARGES

YES

YES

**ANNEXURES**

~~There are no documents annexed hereto~~ / The following documents are annexed hereto -

Form R3 – Buyers Information Notice  
Copy of certificate(s) of title to the land

- PROPERTY INTEREST REPORT
- ENCUMBRANCE 8661129
- CITY OF ONKAPARINGA COUNCIL SEARCH
- LAND MANAGEMENT AGREEMENT 8535968
- CERTIFICATE OF EMERGENCY SERVICES LEVY
- CERTIFICATE OF LAND TAX
- LOCAL GOVERNMENT RATES SEARCH
- SA WATER CERTIFICATE

(\*Strike out whichever is not applicable)

**ACKNOWLEDGEMENT OF RECEIPT OF FORM 1 – VENDOR’S STATEMENT**  
**(Section 7, Land and Business (Sale and Conveyancing) Act 1994)**

\*I / We the abovenamed Purchaser(s), hereby acknowledge having received this day the Form 1 with the annexures as set out above.

Dated this  Day of  20

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

Purchaser(s)