

REAL PROPERTY ACT, 1886



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



## Certificate of Title - Volume 5972 Folio 756

**Parent Title(s)** CT 5917/514  
**Creating Dealing(s)** RTC 10557877  
**Title Issued** 13/10/2006 **Edition** 3 **Edition Issued** 14/10/2011  
**Diagram Reference** D72140 05

## Estate Type

FEE SIMPLE

## Registered Proprietor

DIMITRI KOZIREV  
OF PO BOX 257 SEACLIFF PARK SA 5049

## Description of Land

ALLOTMENT 317 DEPOSITED PLAN 72140  
IN THE AREA NAMED SHEIDOW PARK  
HUNDRED OF NOARLUNGA

## Easements

SUBJECT TO SERVICE EASEMENT(S) OVER THE LAND MARKED B FOR SEWERAGE PURPOSES TO SOUTH AUSTRALIAN WATER CORPORATION (223LG RPA)

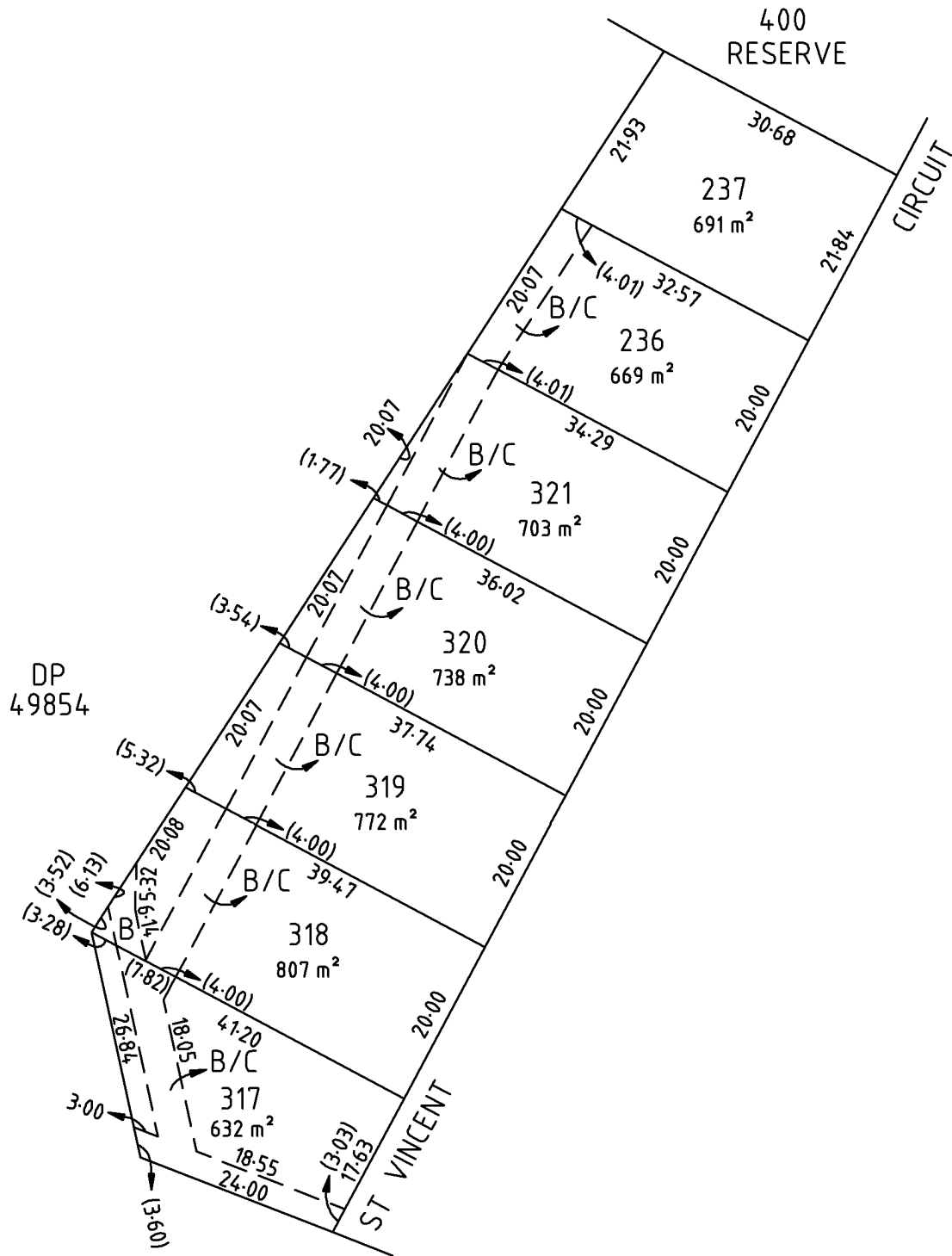
SUBJECT TO SERVICE EASEMENT(S) OVER THE LAND MARKED C FOR DRAINAGE PURPOSES TO THE COUNCIL FOR THE AREA (223LG RPA)

## Schedule of Dealings

| Dealing Number | Description   |
|----------------|---|
| 8425749A       | AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2) |
| 11651958       | ENCUMBRANCE TO BORAL RESOURCES (SA) LTD.                        |
| 11651959       | ENCUMBRANCE TO LANDSA PTY. LTD.                                 |
| 11651960       | MORTGAGE TO BENDIGO & ADELAIDE BANK 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 |



0 7.5 15 22.5 30 Metres

# Property Interest Report

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

|                        |  |                           |
|------------------------|--|---------------------------|
| Title Reference        | CT 5972/756                                  | Reference No. 2524361     |
| Registered Proprietors | D*KOZIREV                                    | Prepared 29/11/2023 17:17 |
| Address of Property    | 26 ST VINCENT CIRCUIT, SHEIDOW PARK, SA 5158 |                           |
| Local Govt. Authority  | THE CORPORATION OF THE CITY OF MARION        |                           |
| Local Govt. Address    | PO BOX 21 OAKLANDS PARK SA 5046              |                           |

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

## Table of Particulars

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

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

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

### 1. General

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

### 2. Aboriginal Heritage Act 1988

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

an area surrounding a site

2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

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

3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

4.1 section 5 - Notice requiring payment

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

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

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

5.4 section 55 - Order to remove or perform work

State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

5.5 section 56 - Notice to complete development

State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

5.6 section 57 - Land management agreement

Refer to the Certificate of Title

5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

5.8 section 69 - Emergency order

State Planning Commission in the Department for Trade and Investment has no record of any order affecting this title

also

Contact the Local Government Authority for other details that might apply

5.9 section 71 - Fire safety notice

Building Fire Safety Committee in the Department for Trade and Investment has no record of any notice affecting this title

|      |  |  |
|------|--|--|
| 5.10 | section 84 - Enforcement notice                  | State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title<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 Trade and Investment 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)<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> | State Planning Commission in the Department for Trade and Investment 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 |
|-----|--|--|

## 7. Emergency Services Funding Act 1998

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

## 8. Environment Protection Act 1993

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

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

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

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

|      |   |   |
|------|---|---|
| 17.1 | section 10 - Notice of intention to acquire | Refer to the Certificate of Title for any notice of intention to acquire<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</b><br><b><a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></b> |
|------|---|---|

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

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

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

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

## **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 will respond with details relevant to this item**

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

25.1 Part 4 Division 1 - Heritage agreement

DEW Native Vegetation has no record of any agreement affecting this title  
also

Refer to the Certificate of Title

25.2 section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider

DEW Native Vegetation has no record of any agreement affecting this title  
also

Refer to the Certificate of Title

25.3 section 25D - Management agreement

DEW Native Vegetation has no record of any agreement affecting this title  
also

Refer to the Certificate of Title

25.4 Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation

DEW Native Vegetation has no record of any refusal or condition affecting this title

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

26.1 section 97 - Notice to pay levy in respect of costs of regional NRM board

The regional landscape board has no record of any notice affecting this title

26.2 section 123 - Notice to prepare an action plan for compliance with general statutory duty

The regional landscape board has no record of any notice affecting this title

26.3 section 134 - Notice to remove or modify a dam, embankment, wall or other obstruction or object

The regional landscape board has no record of any notice affecting this title

26.4 section 135 - Condition (that remains in force) of a permit

The regional landscape board has no record of any notice affecting this title

26.5 section 181 - Notice of instruction as to keeping or management of animal or plant

The regional landscape board has no record of any notice affecting this title

26.6 section 183 - Notice to prepare an action plan for the destruction or control of animals or plants

The regional landscape board has no record of any notice affecting this title

26.7 section 185 - Notice to pay costs of destruction or control of animals or plants on road reserve

The regional landscape board has no record of any notice affecting this title

26.8 section 187 - Notice requiring control or quarantine of animal or plant

The regional landscape board has no record of any notice affecting this title

26.9 section 193 - Protection order to secure compliance with specified provisions of the Act

The regional landscape board has no record of any order affecting this title

26.10 section 195 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act

The regional landscape board has no record of any order affecting this title

26.11 section 197 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act

The regional landscape board has no record of any authorisation affecting this title

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

27.1 section 21 - Notice of levy or contribution payable

Outback Communities Authority has no record affecting this title

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

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

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

- 29.1 Part 5 - Planning and Design Code  
*[ Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*
- Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated.
- also
- Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title
- also
- For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority
- also
- Contact the Local Government Authority for other details that might apply to a place of local heritage value
- also
- For details of declared significant trees affecting this title, contact the Local Government Authority
- also
- Code Amendment**
- Lot 51 and 52 (86-88) Morphett Road - South Australian Jockey Club Incorporated (SAJC) are proposing to rezone approximately 1.5 hectares of land at 86-88 Morphett Rd Glengowrie, from the Recreation Zone to the Urban Neighbourhood Zone. For more information, refer to the 'Code Amendments' page on the PlanSA portal: [https://plan.sa.gov.au/have\\_your\\_say/](https://plan.sa.gov.au/have_your_say/) or phone 1800752664.
- Code Amendment**
- Flooding Hazards Mapping Update - seeks to update the extent of the Hazard (Flooding – Evidence Required) Overlay in the Planning and Design Code in 13 local government areas and several Outback Areas of the State, based on more recent flood hazard mapping. For more information, refer to the 'Code Amendments' page on the PlanSA portal: [https://plan.sa.gov.au/have\\_your\\_say/](https://plan.sa.gov.au/have_your_say/) or phone PlanSA on 1800752664.
- Code Amendment**
- Residential Driveway Crossovers –draft design standard aiming to improve public safety and enhance streetscapes across SA. Minor changes to the Planning and Design Code have also been drafted to complement the design standard and support its delivery and are open for consultation as part of this process. For more information, refer to the 'Code Amendments' page on the PlanSA portal: [https://plan.sa.gov.au/have\\_your\\_say/](https://plan.sa.gov.au/have_your_say/) or phone PlanSA on 1800752664.
- Code Amendment**
- Southern Suburbs Residential Policy – Marion Council is seeking to rezone land across Darlington, Hallett Cove, Marino, O'Halloran Hill, Seaclyff Park, Seacombe Heights, Seaview Downs, Sheidow Park and Trott Park (the Affected Area), to provide a consistent policy approach to sloping land that facilitates opportunity for subdivision and redevelopment where appropriate. For more information, refer to the 'Code Amendments' page on the PlanSA portal: [https://plan.sa.gov.au/have\\_your\\_say/](https://plan.sa.gov.au/have_your_say/) or phone PlanSA on 1800752664.
- Code Amendment**
- Tunnel Protection Overlay (early commencement) - The Department for Infrastructure and Transport is introducing a Tunnel Protection Overlay that will apply to the River Torrens to Darlington Project (T2D) tunnels. The Overlay aims to ensure that future

development activity and construction work nearby does not impact the tunnels. For more information, refer to the 'Code Amendments' page on the PlanSA portal: [https://plan.sa.gov.au/have\\_your\\_say/](https://plan.sa.gov.au/have_your_say/) or phone PlanSA on 1800752664.

#### Code Amendment

Centre Zone Adjustment - Marion Council seeks to align the most appropriate zone and policy to each affected site and existing land use, to enable/support more efficient and effective future planning outcomes. For more information, refer to the 'Code Amendments' page on the PlanSA portal: [https://plan.sa.gov.au/have\\_your\\_say/](https://plan.sa.gov.au/have_your_say/) or phone PlanSA on 1800752664.

#### Code Amendment

Statewide Bushfire Hazards Overlay - aims to review the current policy framework (spatial layers and policy content) of the six Hazard (Bushfire Risk) Overlays as well as explore other planning instruments and mechanisms to assist in mitigating bushfire hazard impacts. For more information, refer to the 'Code Amendments' page on the PlanSA portal: [https://plan.sa.gov.au/have\\_your\\_say/](https://plan.sa.gov.au/have_your_say/) or phone PlanSA on 1800752664.

#### Code Amendment

Morphettville/Glengowrie Horse Related Activities - Marion Council is proposing to amend the planning policy relating to land located adjacent the Morphettville Racecourse on the southern side of Bray Street in Morphettville and the western side of Morphett Road in Glengowrie. For more information, refer to the 'Code Amendments' page on the PlanSA portal: [https://plan.sa.gov.au/have\\_your\\_say/](https://plan.sa.gov.au/have_your_say/) or phone PlanSA on 1800752664.

|      |  |  |
|------|--|--|
| 29.2 | section 127 - Condition (that continues to apply) of a development authorisation<br><i>[ Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title<br><br>also<br><br>Contact the Local Government Authority for other details that might apply |
| 29.3 | section 139 - Notice of proposed work and notice may require access  | Contact the vendor for these details   |
| 29.4 | section 140 - Notice requesting access   | Contact the vendor for these details   |
| 29.5 | section 141 - Order to remove or perform work  | State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title<br><br>also<br><br>Contact the Local Government Authority for other details that might apply                    |
| 29.6 | section 142 - Notice to complete development   | State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title<br><br>also<br><br>Contact the Local Government Authority for other details that might apply                    |
| 29.7 | section 155 - Emergency order  | State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title<br><br>also<br><br>Contact the Local Government Authority for other details that might apply                    |
| 29.8 | section 157 - Fire safety notice   | Building Fire Safety Committee in the Department for Trade and Investment has no record of any order or notice affecting this title<br><br>also<br><br>Contact the Local Government Authority for other details that might apply               |
| 29.9 | section 192 or 193 - Land management agreement   | Refer to the Certificate of Title  |

|       |  |  |
|-------|--|--|
| 29.10 | section 198(1) - Requirement to vest land in a council or the Crown to be held as open space | State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title<br><br>also<br><br>Contact the Local Government Authority for other details that might apply |
| 29.11 | section 198(2) - Agreement to vest land in a council or the Crown to be held as open space   | State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title<br><br>also<br><br>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<br><br>also<br><br>Contact the vendor for other details that might apply  |
| 29.13 | section 213 - Enforcement notice   | State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title<br><br>also<br><br>Contact the Local Government Authority for other details that might apply |
| 29.14 | section 214(6), 214(10) or 222 - Enforcement order   | Contact the Local Government Authority for details relevant to this item<br><br>also<br><br>State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title  |

### 30. ***Plant Health Act 2009***

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

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

|      |   |   |
|------|---|---|
| 31.1 | Part 3 - Notice   | Public Health in DHW has no record of any notice or direction affecting this title<br><br>also<br><br>Contact the Local Government Authority for other details that might apply |
| 31.2 | <i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)</i> (revoked) Part 2 - Condition (that continues to apply) of an approval | Public Health in DHW has no record of any condition affecting this title<br><br>also<br><br>Contact the Local Government Authority for other details that might apply           |
| 31.3 | <i>Public and Environmental Health (Waste Control) Regulations 2010</i> (revoked) regulation 19 - Maintenance order (that has not been complied with)   | Public Health in DHW has no record of any order affecting this title<br><br>also<br><br>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<br><br>also<br><br>Contact the Local Government Authority for other details that might apply    |
| 32.3 | <i>South Australian Public Health (Wastewater) Regulations 2013</i> Part 4 - Condition (that continues to apply) of an approval | Public Health in DHW has no record of any condition affecting this title<br><br>also<br><br>Contact the Local Government Authority for other details that might apply |

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

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

**34. Water Industry Act 2012**

34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement **An SA Water Certificate will be forwarded.  
If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950**

also

The Office of the Technical Regulator in DEM has no record of any notice or order affecting this title

also

Lightsview Re-Water Supply Co Pty Ltd has no record of any notice or order affecting this title.

also

Robusto Investments Pty. Ltd. trading as Compass Springs has no current record of any notice or order affecting this title.

also

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

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

35.1 section 18 - Condition (that remains in force) of a permit DEW has no record of any condition affecting this title

35.2 section 125 (or a corresponding previous enactment) - Notice to pay levy DEW has no record of any notice affecting this title

**36. Other charges**

36.1 Charge of any kind affecting the land (not included in another item) Refer to the Certificate of Title

also

Contact the vendor for these details

also

Contact the Local Government Authority for other details that might apply

## Other Particulars

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

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

## Additional Information

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

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

## Notices

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

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

#### Building restrictions

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

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

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

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

#### Statutory easements

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

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

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

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

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

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

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

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

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

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

Information should be obtained from:

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

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

Water Resources Management - Taking of underground water

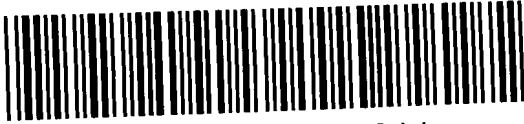
Under the provisions of the *Landscape South Australia Act 2019*, if you intend to utilise underground water on the land subject to this enquiry the following apply:

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

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



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5 of 7

Fees: \$140.00

|              |
|--------------|
| Prefix       |
| <b>E</b>     |
| Series No.   |
| <b>5</b> 140 |

LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA


**MEMORANDUM OF ENCUMBRANCE**

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/Encumbrancer~~ *Solicitor*  
KRISTIN SANDERSON  
SAMUEL ROBERTSON REINHARDSON

AGENT CODE

Lodged by: *ABW/16*

Correction to: Piper Alderman

PIAL

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 |
|---------|------------|
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| CORRECTION   | PASSED |
| REGISTERED   |        |
| 14 OCT 2011 <br>REGISTRAR-GENERAL |        |

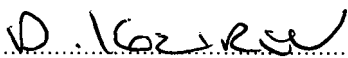
pro



DATED 30<sup>th</sup> September

2011

## EXECUTION



Signature of ENCUMBRANCER



Signature of WITNESS – Signed in my presence by the ENCUMBRANCER who is either personally known to me or has satisfied me as to his or her identity.\*

EMILIA SQUEO

Print Full Name of Witness (BLOCK LETTERS)

86 Franklin Street

Adelaide SA 5000

Address of Witness

Business Hours Telephone No. 8212 6875

\*NB: A penalty of up to \$2000 or 6 months imprisonment applies for improper witnessing.

# MEMORANDUM OF ENCUMBRANCE

## CERTIFICATE(S) OF TITLE BEING ENCUMBERED

The whole of the land comprised Certificate of Title Register Book Volume 5972 Folio 756

### ESTATE AND INTEREST

Estate in fee simple

### ENCUMBRANCES

AG8425749A

### ENCUMBRANCER (Full Name and Address)

Dimitri Kozirev of C/- PO Box 257 Seacliff Park SA 5049

### ENCUMBRANCEE (Full Name, Address and Mode of Holding)

**BORAL RESOURCES (SA) LIMITED ACN 007 516 494** of 1 Station Place Hindmarsh SA 5007

### 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 (10¢)

(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 if demanded for a term of two hundred (200) years from the date hereof

(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

on the 30<sup>th</sup> day of June next and on each succeeding 30<sup>th</sup> day of June

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:  
As set out in the pages annexed hereto and marked "A"

*(the remainder of this page is intentionally blank)*

**"A"**

**THE ENCUMBRANCER AND THE ENCUMBRANCEE AGREE AS FOLLOWS:**

**1. Payment of Rent Charge:**

- 1.1 The encumbrancer will pay to the encumbrancee the sum of 10 cents (if demanded) on the 30th day of June next and on each succeeding 30th day of June.
- 1.2 The encumbrancee will not demand payment of the annuity if the encumbrancer does not breach this encumbrance.
- 1.3 Any demand by the encumbrancee that the annuity be paid shall not prejudice the rights of the encumbrancee to an injunction to prevent or restrain any breach of the covenants or agreements contained in this encumbrance or to damages for any breach.

**2. Extractive Industry**

- 2.1 The encumbrancer acknowledges that the encumbrancee conducts on land adjacent to or in the vicinity of the said land the business and operations of an extractive industry with all of its associated processes and uses and that the conduct of such extractive industry is liable to generate noise, dust, fumes, vibration, air blast and all of the other effects associated with the conduct of an extractive industry and to increase traffic in and about the said land.
- 2.2 The encumbrancer will not instigate, conduct or support any complaint, prosecution, proceedings, action or demand so as to cause restriction, damage, loss, impediment or any interference with the operation by the encumbrancee of the extractive industry and related processes and uses as referred to in Clause 2.1

**3. Indemnity**

The encumbrancer will indemnify and keep indemnified and save the encumbrancee harmless against all actions, demands, losses, damage (whether actual or contingent) and costs incurred, suffered or sustained by the encumbrancee as a result of or arising out of any breach by the encumbrancer of this encumbrance.

**4. Dealing with the Land**

- 4.1 The encumbrancee will consent to any dealing with the said land provided it does not prejudice or adversely affect the encumbrancee's rights under this encumbrance and provided that the encumbrancer will not transfer an estate in fee simple in the said land to any person without first:
  - 4.1.1 obtaining from the transferee a covenant that the transferee will execute an encumbrance in favour of the encumbrancee in terms identical to this encumbrance and that such encumbrance will be the first document registered on its certificate or Certificate of Title relating to the said land after the transfer of the said land to the transferee;
  - 4.1.2 procuring the delivery to the encumbrancee of the encumbrance referred to in Clause 4.1.1 duly executed and ensuring registration of such encumbrance in accordance with Clause 4.1.1.

- 4.2 Without prejudice to the provisions of Clause 4.1 each person deriving an estate and interest in fee simple in the said land or any part of it shall by accepting the instrument of transfer under the Real Property Act be deemed to have covenanted with the encumbrancer to perform and observe all the covenants of the encumbrancer contained in this encumbrance. Each person claiming an estate and interest as mortgagee or encumbrancee in the said land or any part of it subject to this encumbrance shall by becoming registered as such be deemed to have covenanted with the encumbrancee that such person will not exercise any power of sale without obtaining from the proposed transferee the covenant referred to in Clause 4.1.1 and delivering to the encumbrancee an encumbrance as mentioned in Clause 4.1.2 and in the case of a mortgagee that the mortgagee will not exercise the power of foreclosure without executing and delivering to the encumbrancee a covenant by the mortgagee to perform and observe all of the covenants of the encumbrancer contained in this encumbrance.

**5. Statutory Powers**

The encumbrancee may exercise all of the powers conferred by the Real Property Act 1886 upon an encumbrancee so far as they are applicable and not inconsistent with the provisions of this encumbrance.

**6. Costs**

All costs, charges and expenses including costs as between solicitor and client which may be incurred by the encumbrancee in:

- 6.1 preparation, execution, stamping and registration of this encumbrance and all stamp duty and registration fees;
- 6.2 the exercise or enforcement or attempted exercise or enforcement of any power right or remedy conferred upon the encumbrancee under this encumbrance by the Real Property Act or which the encumbrancee may in any other way incur owing to default in the observance of any of the covenants contained in this encumbrance or implied by this encumbrance;
- 6.3 considering or consenting to any dealing with the said land by the encumbrancer;
- 6.4 considering or consenting to any application for a discharge of this encumbrance and preparing a discharge of this encumbrance including all stamp duty and registration fees; and
- 6.5 preparing an encumbrance from a transferee of the said land including all stamp duty and registration fees,

will be paid by the encumbrancer to the encumbrancee on demand.

**7. Release**

Subject to having duly observed and performed the obligations contained in its encumbrance the person named herein as the encumbrancer and each transferee of the said land subject to this encumbrance shall respectively be released and discharged from the payment of the annuity and from the performance and observance of the covenants contained or implied in this encumbrance forthwith upon that party or transferee ceasing to be registered as proprietor of the said land.

8. **Interpretation**

8.1 In this encumbrance unless repugnant to the context:

8.1.1 **"annuity"** means the rent charged referred to in Clause 1.1 of this encumbrance;

8.1.2 **"encumbrancee"** shall include the successors and assigns of the encumbrancee;

8.1.3 **"encumbrancer"** shall include the registered proprietor from time to time of the said land;

8.1.4 **"the said land"** means the land hereby encumbered;

8.2 words importing the singular include the plural and vice versa and words importing the one gender shall embrace the other genders;

8.3 any reference to a person shall be deemed to include a corporate body and vice versa.

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Single Copy Only

6 of 7

Fees: \$140.00

140

LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA

**MEMORANDUM OF ENCUMBRANCE**

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

  
\_\_\_\_\_  
Registered Conveyancer  
G M Stevens

AGENT CODE

Lodged by: *Agura*

Correction to: G M 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 |
|---------|------------|
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|  |  |
|--|--|
| CORRECTION   | PASSED  |
| REGISTERED   |  |
| <br>14 OCT 2011 pro  |  |




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 THE 30th DAY OF September

D.162123  
Signature of ENCUMBRANCER

  
Signature of WITNESS - Signed in my presence by the Encumbrancer who is either personally known to me or has satisfied me as to his or her identity. A penalty of up to \$2000 or 6 months imprisonment applies for improper witnessing

Emilia Siqueo  
Print Full Name of Witness (BLOCK LETTERS)

86 Franklin Street  
Print Address of Witness

Adelaide SA 5000

Business Hours Telephone Number 8212 6875

## MEMORANDUM OF ENCUMBRANCE

Guidance Notes  
available**CERTIFICATE(S) OF TITLE BEING ENCUMBERED**

✓ The Whole of the land comprised in Certificate of Title Register Book Volume 5972 Folio 756

**ESTATE AND INTEREST**

✓ An estate in fee simple

**ENCUMBRANCES**

✓ AG 8425749A and Subject to a Memorandum of Encumbrance to Boral Resources (SA) Limited (A.C.N. 007 516 494) dated 30/11/11 lodged contemporaneously hereto

**ENCUMBRANCER** Full name and address**DIMITRI KOZIREV**

care of PO Box 257 Seacliff Park SA 5049

(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 and address and mode of holding

✓ **LANDSA PTY LTD A.C.N. 079 317 623** of 21 North Terrace, Adelaide 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 (10¢)

(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

If demanded by the Encumbrancee on the 30th day of June in and every year commencing on the 30th day of June next occurring for the period of 3,999 years and with the performance of the following.

The Encumbrancer (which expression includes when "The Encumbrancer" is a corporate body its successors and assigns and when "The Encumbrancer" is a person that person's heir executors administrators and transferees and where there is more than one corporate body and/ or person comprised in the expression then all of them jointly and each of them severally and their respective successors assigns heirs executors administrators and transferees and all of them) encumbers the said land as part of a common building scheme for the benefit of the Encumbrancee (which expression includes their respective successors and assigns) and covenants with the Encumbrancee (in addition to and without prejudice to the covenants on the part of the Encumbrancer and the powers rights and remedies of the Encumbrancee expressed or implied herein under and by virtue of the provisions of the Real Property Act 1886 as amended for the time being in force except insofar as the same are hereby expressed or implied, negated or modified) as follows:-

**DURING THE TERM OF THIS ENCUMBRANCE THE ENCUMBRANCER:-**

1. SHALL NOT, erect or suffer to be erected thereon more than one main dwelling house exclusive of all general domestic outbuildings.
2. SHALL NOT, use or permit the said land to be used for any purpose other than the purpose of private residential dwelling.
3. SHALL NOT, erect or suffer to be erected or to remain thereon a main dwelling house of prefabricated material, nor any transportable dwelling house, nor any caravan or other temporary dwelling.
4. SHALL, substantially commence construction of a dwelling upon the land within twelve (12) months after becoming registered as the proprietor of the said land.
5. SHALL, only construct a dwelling with the external walls being of brick or stone and roof materials being either colour coated steel, concrete or clay tiles.
6. SHALL NOT, unless otherwise approved by the Encumbrancee erect or cause or permit to be erected on the said land any building scheme which does not provide accommodation for at least one vehicle either in the form of a carport under the main roof of the building or other suitable free-standing car accommodation having a roof line similar in style and of the same roofing materials as that of the principal dwelling.
7. SHALL NOT, erect or cause or permit to be erected on the said land any dwelling, outbuilding, fence or any improvements the exterior of which is or contains any galvanised iron or brightly coloured reflective material.
8. SHALL NOT, without the prior approval in writing of the Encumbrancee, construct any fence or wall along those portions of any boundary of the said land from a point which is level with the front of any residence thereon down to the boundary with the roadway and where the said land abuts more than one roadway, THEN, it shall be permissible for the land whose rear boundary is also the side boundary of any adjoining land to be fenced along the full length of its rear boundary and further, it shall be permissible but not obligatory for the said land to have two side fences in accordance with the provisions herein set out PROVIDED always that such said land shall always require a separate approval from the Encumbrancee as to the type of fencing materials used.

9. SHALL, only use beige colour coated steel fencing materials in the construction of any fencing, and the exterior of which is not of any brightly coloured or reflective materials on or around the said land.
10. SHALL NOT, cause or permit the land to be resold, assigned or advertised for sale unless a residence has been constructed thereon or unless the Encumbrancee has consented in writing to such resale, assignment and/or advertising.
11. SHALL, within a period of 6 calendar months after the completed construction of a dwelling house upon the said land, prepare and develop the said land in the form of landscaping between the front alignment of the said dwelling house and the kerb alignment or pedestrian walkway fronting or bordering the said land and thereafter maintain said landscaping in good order and condition.

Notwithstanding anything to the contrary hereinbefore contained, the Encumbrancer SHALL NOT, transfer any estate or interest in the said land (or any part thereof) without first causing the party in whose favour such estate or interest is to be transferred to execute a covenant under seal in favour of the Encumbrancee that such party will observe and perform all of the terms and conditions in this Memorandum of Encumbrance contained as if such party had been the original party to this Memorandum of Encumbrance as the Encumbrancer herein named and for the purposes hereof a contract of Sale and Purchase entered into by the Encumbrancer with a third party Purchaser and a subsequently executed and accepted Memorandum of Transfer with both the Contract and the Transfer subject to the provisions hereof shall be complete satisfaction of the requirements under this covenant.

The rights and obligations of the Encumbrancee (but not those of any person claiming under the Encumbrancee as purchasers of any part or parts of the Developments Zone) shall cease to have any operation or effect as of two (2) years after the practical completion of an approved dwelling upon the last remaining vacant allotment in the Development Zone or the 30<sup>th</sup> day of September 2013 whichever date is the earlier.

The Encumbrancer shall pay the costs of and incidental to the preparation, stamping and registration of this Encumbrance.

The Encumbrancer hereby covenants and agrees that notwithstanding anything to the contrary herein contained the Encumbrancee may from time to time in its absolute and unfettered discretion modify waive or release any of the covenants or stipulations expressed or implied in any Memorandum of Encumbrance or other instrument relating to any other land in the Plan of Division which created the said land and whether the same were entered into or imposed before or at the same time as or after the date hereof and no modification or waiver or release shall release the Encumbrancer or his successors in title from the covenants and other stipulations herein contained and Further if any covenant or stipulation of this Encumbrance shall for any reason be unlawful, void, invalid or unenforceable THEN, such covenant or stipulation shall be severed therefrom without affecting the validity or the enforceability of the remainder AND IT IS HEREBY EXPRESSLY AGREED between the Encumbrancer and the Encumbrancee that this Encumbrance may be pleaded by the Encumbrancee by way of estoppel to any action, claim or demand by the Encumbrancer and or any successors in title for damages, costs or otherwise howsoever arising.

**THIS PAGE HAS BEEN LEFT BLANK  
INTENTIONALLY**

**DECISION NOTIFICATION FORM  
DEVELOPMENT ACT 1993**

**TO:**

Construction Services Australia  
25 North Terrace  
HACKNEY SA 5069

**DEVELOPMENT APPLICATION**

**NUMBER:**

100/2142/2012

**DATED:**

24/12/2012

**REGISTERED ON:**

19/03/2013

**LOCATION OF PROPOSED DEVELOPMENT**

26 St Vincent Circuit SHEIDOW PARK 5158  
Lot: 317 DP: 72140 CT: 5972/756

**DESCRIPTION OF PROPOSED DEVELOPMENT**

Single storey detached dwelling, incorporating garage wall on the northern side boundary

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

| NATURE OF DECISION          | DECISION                             | DATE OF DECISION | NUMBER OF CONDITIONS |
|-----------------------------|--------------------------------------|------------------|----------------------|
| Development Plan Consent    | Granted                              | 22/02/2013       | 6                    |
| Building Rules Consent      | Granted<br>(by Private<br>Certifier) | 18/03/2013       | 0                    |
| <b>DEVELOPMENT APPROVAL</b> | Granted                              | 19/03/2013       | 6                    |

The building classification under the Building Code is Class 1A & 10A.

Conditions imposed on this consent and the reasons for imposing those conditions are set out in the attached sheet(s). Important information that may affect this consent can also be found under 'NOTES' and on the back of this page.

**DEVELOPMENT APPLICATION NUMBER:** 100/2142/2012  
**APPLICANT:** Construction Services Australia  
**LOCATION:** 26 St Vincent Circuit SHEIDOW PARK 5158  
Lot: 317 DP: 72140 CT: 5972/756  
**DESCRIPTION OF DEVELOPMENT:** Single storey detached dwelling, incorporating  
garage wall on the northern side boundary  
**DECISION:** Development Approval Granted  
**DATE OF DECISION:** 19/03/2013

---

## DEVELOPMENT PLAN CONSENT

### GRANTED

#### Reasons For Decision:

Consent is granted as the proposed development is considered to accord sufficiently with the provisions of the Development Plan.

The following conditions have been imposed to reasonably ensure that the development will not impair the orderly and proper planning of the locality or detrimentally affect the amenity of the locality, having particular regard to the Objectives and Principles of Development Control applicable to such a use in the locality.

#### Conditions of Consent:

- (1) The development shall be constructed and maintained in accordance with the plans and details submitted with and forming part of Development Application No.100/2142/2012 except when varied by the following conditions of consent.
- (2) All hard waste must be stored on-site in such a manner so as to prevent any materials entering the stormwater system either by wind or water action.
- (3) All stormwater from buildings and paved areas shall be disposed of in accordance with the approved plans and details prior to the occupation of the premises to the reasonable satisfaction of the Council.
- (4) The stormwater collection and disposal system shall be connected to the street watertable (inclusive of any system that connects to the street watertable via detention or rainwater tanks) immediately following roof completion and gutter and downpipe installation.

- (5) Stormwater must be disposed of in such a manner that does not flow or discharge onto land of adjoining owners, lie against any building or create insanitary conditions.
- (6) All mortar joints on any face brickwork on the property boundary are to be finished in a professional manner, similar to other external brickwork on the subject dwelling.

## **BUILDING RULES CONSENT**

### **GRANTED**

#### Conditions of Consent:

Please refer to the attached copy of your Private Certifier's Building Rules Consent for Conditions of Consent (if applicable).

#### **NOTES:**

##### General:

- (1) Noise from devices and/or activities on the subject site should not impair or impinge on the amenity of neighbours at any time. The Environment Protection Authority has restrictions relating to the control of noise in the urban environment. Further information is available by phoning the Environment Protection Authority on 8204 2000.
- (2) Dust emissions from the site during construction shall be controlled by a dust suppressant or by watering regularly to the reasonable satisfaction of the Council.
- (3) All runoff and stormwater from the subject site during the construction phase must be either contained on site or directed through a temporary sediment trap or silt fence, prior to discharge to the stormwater system, to the reasonable satisfaction of the Council. (Acceptable ways of controlling silt and runoff during construction can be found in the Stormwater Pollution Prevention Code of Practice issued by the Environment Protection Authority).
- (4) Measures to prevent silt and mud from vehicle tyres and machinery being transported onto the road shall be installed and maintained at all times during the construction phase of the development, to the reasonable satisfaction of the Council. (A suggested measure is to install a gravelled construction exit with wash down facilities).
- (5) The proposed crossover/access must be constructed a minimum of 1.0 metre clear of all existing street infrastructure (including, but not limited to, stobie poles, street signs, storm water entry pits, pram ramps and Testra pits) and a minimum of 1.5 metres clear of any existing street trees.



- (6) Any portion of Council's infrastructure damaged as a result of work undertaken on the allotment or associated with the allotment must be repaired/reinstated to Council's satisfaction at the developer's expense.
- (7) Before commencing any site works, a temporary vehicular access to the property for machinery, delivery of building materials and general vehicles should be provided. In the case where no driveway invert exists, the kerb can be saw cut and removed at the intended location for the new driveway invert to provide the necessary temporary access. In addition, if a paved Council footpath exists, this should also be removed in alignment with the removed section of kerb. The applicant should also take note of other information provided regarding use of, damage to and construction on Council owned land.
- (8) In assessing your application it has been determined that it is likely that you will be undertaking work that may affect the stability of adjoining land. Section 60 of the Development Act 1993 and Regulation 75 of the Development Regulations 2008, prescribe that your neighbour has a right to be notified by you 28 days prior to you undertaking that work. This is to enable your neighbour to obtain a report for which you are obliged to pay, that specifies any work that is required to be undertaken to ensure the stability of your neighbour's property is maintained during and following the undertaking of the work you propose. You should make yourself aware of these requirements before proceeding.
- (9) Council requires at least one business days notice of the following stages of building work:-
  - a) prior to the placement of any concrete for footings or other structural purposes (Note - Where an engineer carries out an inspection, Council will also require a copy of the inspection certificate); and
  - b) at the completion of wall and roof frames prior to the fixing of any internal linings.
- (10) On completion of building work, the Development Act requires that a signed Statement of Compliance from the licensed builder be provided to the relevant authority declaring that the building work carried out is in accordance with the relevant approvals (pursuant to Regulation 83AB of the Development Regulations 2008).

### Mandatory Notifications

Regulation 74 of the Development Regulations 2008 requires the licensed building work contractor or the owner builder responsible for the work to notify Council prior to the commencement or completion of mandatory stages of construction (a notice specifying the mandatory notification stages is attached herein). Further to the requirement to notify, the licensed building work contractor or the owner builder must, no later than 1 business day after the completion of the roof framing, provide the completed Minister's Roof Framing Checklist to Council\*. The Minister's Roof Framing Checklist must be completed and signed by a registered building work supervisor who has received specialised training. Failure to comply with the requirements to notify and/or provide the Minister's Roof Framing Checklist could result in a fine of \$500.00 or prosecution.

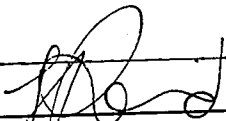
*\*(a copy of the Minister's Roof Framing Checklist can be found on the City of Marion website [www.marion.sa.gov.au](http://www.marion.sa.gov.au)).*

### Appeal Rights:

- (1) If you are not satisfied with this decision, there may be a right of appeal to you. Applicants have the right to appeal against a refusal or the imposition of any conditions or requirements on any consent issued, unless the application was for a non-complying kind of development. An appeal by an applicant must be lodged within two (2) months of receiving notice of the decision. Where Category Three public notification was involved, persons who lodged written representations during the formal consultation period, have the right to appeal against any decision made on that application. An appeal by a third party must be lodged within fifteen (15) business days of the date of the decision. All appeals are lodged with the Environment, Resources and Development Court, Sir Samuel Way Building, Victoria Square, Adelaide, telephone: 8204 0300.

Approval Timeframes:

- (1) The proposed development must:
- be substantially commenced within twelve months from the date full Development Approval is granted; and
  - be completed within three years of full Development Approval being granted noting that the operative date of any consent or approval, is subject to any appeal where applicable being finally determined.

|                |  |
|----------------|--|
| <b>Signed:</b> | <br><b>Joanne Reid</b><br><b>Delegate</b> |
| <b>Date:</b>   | 19.03.2013   |

Cc:

Dimitri Kozirev  
PO Box 257  
SEACLIFF PARK SA 5049

## STATEMENT OF COMPLIANCE

Pursuant to Regulation 83AB of the Development Act, this form needs to be completed and returned to Council following the completion of all building work (with the exception of Class 10 buildings)

This statement relates to building work located at 26 St Vincent Circuit SHEIDOW PARK 5158 – Lot: 317 DP: 72140 CT: 5972/756. Namely, (Building Classification – 1A & 10A), approved by Council on 19/03/2013, as part of Development Application No. 100/2142/2012.

### PART A – BUILDER'S STATEMENT

This part of the statement must be signed by the building work contractor responsible for carrying out the relevant building work, or, if there is no such person, by a registered building work supervisor or a private certifier.

I certify the following:

1. The building work described above (disregarding any variation of a minor nature that has no adverse effect on the structural soundness or safety of the building, or on the health of the occupants of the building, or any variation undertaken with the consent of the relevant authority) has been performed in accordance with the documents referred to in Part B.
2. All service connections have been made in accordance with the requirements of the relevant supply authority.  
*\*Strike out if not relevant*
3. All requirements under regulation 76(3) of the Development Regulations 2008 relating to essential safety provisions have been satisfied. *\*Strike out if not relevant*
4. All notifications required under section 59 of the Development Act 1993 have been given in accordance with that Act and the requirements of the Development Regulations 1993. *\*Strike out if not relevant*

Signed: ..... Date: .....

Name (in BLOCK letters): .....

Relationship to the development: .....  
(i.e. licensed Building Work Contractor, Private Certifier, Registered Building Work Supervisor)

Licence Number (if applicable): .....

Address: .....

Contact Phone Numbers: .....

### PART B – OWNER'S STATEMENT

This part of the statement must be signed by the owner of the relevant land, or by someone acting on his or her behalf.

I certify the following:

1. The documents (including all contract documents, attachments, instructions, annotations, variations and clarifying correspondence) issued for the purposes of the building work described above (disregarding any variation of a minor nature that has no adverse effect on the structural soundness or safety of the building, or on the health of the occupants of the building, or any variation undertaken with the written consent of the relevant authority) are consistent with the relevant development approval issued on 19/03/2013.
2. Any conditions of approval relating to the building work have been satisfied.

Signed: ..... Date: .....

Name (in BLOCK letters): .....

Address: .....

Contact Phone Numbers: .....

NOTE: Pursuant to section 45(1) of the Development Act 1993, a person must not perform building work or cause it to be performed, except in accordance with technical details, particulars, plans, drawings and specifications approved under the Act.

**THIS STATEMENT MUST BE ACCOMPANIED BY ANY CERTIFICATES, REPORTS OR OTHER DOCUMENTS SPECIFIED BY THE RELEVANT AUTHORITY FOR THE PURPOSES OF REGULATION 83AB OF THE DEVELOPMENT REGULATIONS 2008**

**Development Approval –**  
**MANDATORY Notifications to Council**



***\*This mandatory notice must be submitted to Council at each stage\****

**Development Application Number:** 2012/2142  
**Description of Proposed Development:** Single storey detached dwelling,  
incorporating garage wall on the  
northern side boundary  
**Location of Proposed Development:** 26 St Vincent Circuit SHEIDOW  
PARK 5158

Section 59 of the Development Act, 1993 requires the following mandatory notifications to be submitted to Council 24 hours prior to the commencement of each stage.

**Builders Name** \_\_\_\_\_  
(Licenced supervisor)

**Licence No.** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**1. The following notifications are required for your Approval of a Class 1 - 9 Building:**  
***Subject to timber framing notifications*** (please tick the relevant notification)

- |   |          |
|---|----------|
| <input type="checkbox"/> Commencement of building works on site:              | Date / / |
| <input type="checkbox"/> Commencement of pouring of footings:                 | Date / / |
| <input type="checkbox"/> Completion of wall & roof frames:                    | Date / / |
| <input type="checkbox"/> Completion of supervisors checklist: (please attach) | Date / / |
| <input type="checkbox"/> Completion of building work:                         | Date / / |

**To lodge mandatory notifications you can:**

**FAX this notification form to: (08) 8375 6899**

**EMAIL: [mandatorynotifications@marion.sa.gov.au](mailto:mandatorynotifications@marion.sa.gov.au)**  
or

**LODGE ONLINE: [www.marion.sa.gov.au](http://www.marion.sa.gov.au)**

**PLEASE NOTE:**

**IF APPLICABLE:**

**ESSENTIAL SAFETY PROVSIONS MUST BE COMPLIED WITH - THE "FORM 2" AND  
STATEMENT OF COMPLAINE "FORM 83AB" ARE TO BE SUBMITTED TO COUNCIL.**

**DECISION NOTIFICATION FORM**

**Development Application Number:** 100/2142/2012  
**Registered:** 08/02/2013

**To:** Construction Services Australia  
25 North Terrace  
HACKNEY SA 5069

**LOCATION OF PROPOSED DEVELOPMENT:** Lot 317 (No 26) St Vincent Circuit, Sheidow Park

**Volume:** Folio:

**NATURE OF PROPOSED DEVELOPMENT:** Single storey detached dwelling, incorporating garage wall on the northern side boundary

**FROM:** KBS CONSULTANTS **REF NO:** 20120668

In respect of this proposed development you are informed that:

| NATURE OF DECISION       | Consent Granted or Refused | Number of Conditions | Date of Decision |
|--------------------------|----------------------------|----------------------|------------------|
| DEVELOPMENT PLAN CONSENT | —                          | —                    | —                |
| BUILDING RULES CONSENT   | GRANTED                    | NIL                  | 18-Mar-2013      |
| OTHER                    | —                          | —                    | —                |
| DEVELOPMENT APPROVAL     | —                          | —                    | —                |

If applicable, the details of the **building classification** and the approved **number of occupants** under the Building Code are attached.

If there were third party representations, any consent/approval or consent/approval with conditions does not operate until the periods specified in the Act have expired. Reasons for this decision, any conditions imposed and the reasons for imposing those conditions are set out on the attached sheet.

**No work can commence on this development unless a Development Approval has been obtained. If one or more consents have been granted on this Notification Form, you must not start any site works or building work or change the use of the land until you have also received notification of a Development Approval.**

Signed by Private Certifier:



☒ Sheets Attached

Date: 18-Mar-2013

NEIL KIRKHAM

## **BUILDING RULES CONSENT CONDITIONS AND NOTES**

**PROPOSED BUILDING WORK:** Single storey detached dwelling, incorporating garage wall on the northern side boundary

**SITE ADDRESS:** Lot 317 (No 26) St Vincent Circuit, Sheidow Park

**APPLICANT:** Construction Services Australia

**CLASSIFICATION:** 1A Dwelling & 10A Garage, Porch & Alfresco

**CONDITIONS OF CONSENT:** NIL

### **IMPORTANT NOTES:**

- If an excavation penetrates a plane inclined downwards at a slope of 1 vertical to 2 horizontal from a point 600mm below the surface at the boundary the owner must notify the adjoining owner in accordance with Section 60 of the Development Act.
- If fill exceeds 200mm within 600mm of the boundary the owner must notify the adjoining owner in accordance with Section 60 of the Development Act.
- Brush fences are not permitted within 3 metres of a Class 1 (dwelling) or 2 building unless there is an appropriate level of protection (1 hour fire rating – 60/60/60 FRC) in accordance with the Minister's Specification SA76C. For more information and specific detail please contact KBS Consultants prior to the commencement of any relevant building work.
- All stormwater must be disposed of in such a manner that it does not flow or discharge onto land of adjoining owners or lie against any building or create insanitary conditions. It is recommended where possible to drain stormwater from the building and paved areas to the street watertable.
- The Building Rules requires the installation of a smoke alarm. Appropriate maintenance is important. You should test for audible alarm 3 monthly and replace the battery when necessary.
- During the period that the development is being undertaken care should be taken to ensure all paper, plastic, rubbish and other waste material associated with the building work is secured and contained within the subject land.
- You are advised to contact the appropriate authorities such as S.A. Water, E.T.S.A., Telstra, Department of Transport, Gas. Supplier and Australia Post regarding their requirement before construction is commenced.
- Statement of Compliance (Class 1 Building): Both parts A and B of the Statement of Compliance (form attached) must be signed and returned to KBS Consultants.



**NEIL KIRKHAM**  
Building Certifier/Surveyor  
Date of Decision: 18-Mar-2013

## **SECTION 93(b) NOTIFICATION**

**TO: City of Marion**  
**245 Sturt Road**  
**STURT SA 5047**

Pursuant to section 93(b) of the Development Act 1993 you are advised that Building Rules Consent has been granted to the proposed development work.

The following attachments are for your attention:

- A copy of the **Decision Notification forms**
- A copy of the Building Indemnity Insurance Certificate
- A receipt of payment for Industry Training Levy
- Two copies of the documentation endorsed including the relevant – architectural drawings, engineers reports and documentation, specifications, framing plans and truss calculations

## **CERTIFICATE OF CONSISTENCY (SCHEDULE 22A)**

I verify that I have examined carefully a copy of the development plan consent (including any conditions and notes) described below, together with a copy of the plans approved and endorsed pursuant to regulation 42(4) of the *Development Regulations 2008* for that consent.

The plans and supporting documentation submitted for building rules consent have been assessed for compliance with the Building Rules, while the development plan consent plans have been reviewed to ensure that all buildings and structures included in the building rules assessment are consistent with the development plan consent.

I hereby certify in accordance with regulation 92(2)(e) of the *Development Regulations 2008* that the building rules consent issued on **18-Mar-2013** for **Single storey detached dwelling, incorporating garage wall on the northern side boundary at Lot 317 (No 26) St Vincent Circuit, Sheidow Park** is consistent with the following development authorisation (including any conditions and notes) giving development plan consent **Dev. No. 100/2142/2012** issued by **City of Marion** subject only to the variations specified below in the Table of Variations to meet Regulatory Requirements, attached for the purposes of section 93(2) of the *Development Act 1993*, which are necessary for compliance with the Building Rules or any other legislation specified therein.

**Table of variations to meet regulatory requirements—pursuant to section 93(2) of the Development Act 1993**

| Item | Legislation/Regulation/Code | Reason for variation |
|------|-----------------------------|----------------------|
| NIL  |                             |                      |



**NEIL KIRKHAM**  
**Building Certifier/Surveyor (Registration No: 043)**

18-Mar-13

Page 13 of 32

REF No: 20120668



|           |         |
|-----------|---------|
| Series No | 8425749 |
| Prefix    | AG      |



NOTES

1. This form

|          |
|----------|
| 8425749A |
|----------|



48166

LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA

FORM APPROVED BY THE REGISTRAR-GENERAL

CERTIFIED CORRECT FOR THE PURPOSES  
OF THE REAL PROPERTY ACT 1886

*Stuart Mann*  
Solicitor/Licensed Land Broker/Applicant  
STUART MANN

BELOW THIS LINE FOR OFFICE USE ONLY

|        |             |        |          |
|--------|-------------|--------|----------|
| Date   | 14 JAN 1998 | Time   | 14:35    |
| FEES   |             |        |          |
| R.G.O. | POSTAGE     | ADVERT | NEW C.T. |
| 76.    |             |        |          |

EF\$76  
- 9 MAR 1998

Workfile not built

~~PV=8401751~~  
BC 6/2

|                       |             |                              |
|-----------------------|-------------|------------------------------|
| 25                    | EXAMINATION | 373                          |
| CORRECTION<br>28.2.98 |             | PASSED<br><i>[Signature]</i> |

BELOW THIS LINE FOR AGENT USE ONLY

Lodged by: JOHN TRELOAR  
Correction to: MAEY  
AGENT CODE

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

| ITEM CT/CL REF. | AGENT CODE |
|-----------------|------------|
| 5304/220        | MAEY       |
| 4087/839        |            |
|                 |            |
|                 |            |
|                 |            |

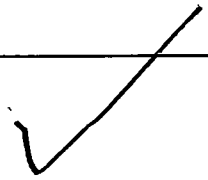
TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH INSTRUMENT (TO BE  
FILLED IN BY PERSON LODGING)

- 4087/839 (5304/220) ✓
- 4087/839 ✓
- 
- 
- 

Assessor *[Signature]*

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

- 
- 
- 
- 
-



12 MAR 1998

REGISTERED ...../...../19

*Deputy Registrar*



REGISTRAR-GENERAL

To the Registrar General:

1. PERRY BARR PTY LTD (ACN 007 583 691) and WOODEND PARK PTY LTD (ACN 007 583 717) ("the Owners") both of 68 Greenhill Road, Wayville SA 5034 have entered into the attached land Management Agreement dated the First day of December 1997 ("the Agreement") with CITY OF MARION of 245 Sturt Road, Sturt SA 5047 pursuant to Section 57(2) of the Development Act 1993 ("the Act").
2. The Agreement relates to the management preservation and conservation of portion of the land comprised in Certificate of Title Register Book:

VOLUME 1699 FOLIO 126  
VOLUME 4083 FOLIO 840  
VOLUME 4308 FOLIO 479 ✓  
VOLUME 5304 FOLIO 220 ✓  
VOLUME 5428 FOLIO 797 (formerly  
Volume 4345 Folio 16)

VOLUME 4080 FOLIO 944  
VOLUME 4384 FOLIO 344  
VOLUME 5409 FOLIO 384 (formerly  
Volume 4371 Folio 606)  
VOLUME 5409 FOLIO 765 (formerly  
Volume 4371 Folio 605)

being Lot 500 in DP 48858 (formerly Lot 1 in the Proposal Plan annexed to the Agreement) and Lots 2, 4, 5 and 7 in the Proposal Plan annexed to the Agreement ("the land").

NOW THEREFORE the Owners apply pursuant to Section 57(5) of the Act to note the agreement against the relevant instruments of title of the land namely the certificates of title to issue for Lots 500, 501, 502, 504 and 505 in Deposited Plan 48858 and the certificates of title contained in VOLUME 4308 FOLIO 479 and VOLUME 5304 FOLIO 220 of the Register Book.

Dated the 1st day of December 1997

THE COMMON SEAL of the said )  
PERRY BARR PTY LTD )  
was hereunto affixed )  
in the presence of: )

[Signature] Director/Secretary  
[Signature] Director



THE COMMON SEAL of the said )  
WOODEND PARK PTY LTD )  
was hereunto affixed )  
in the presence of: )

[Signature] Director/Secretary  
[Signature] Director



NOW WHOLE OF THE LAND IN  
C.T. VOL. 5499 FOL. 954

955  
956  
958  
959

2

277 William Street  
Melbourne Vic 3000  
Tel: (03) 9627 1260

Signed in my presence by

*Jonathan Scott Waters*

Legal Assistant

or

who is either personally known to  
me or has satisfied me as to his/  
her identity, as attorney(s) for  
Westpac Banking Corporation

) WESTPAC BANKING CORPORATION

) ARBN 007 457 141

) by its attorney(s)

) Power of Attorney No. **7737419A**

FULL NAME:

ADDRESS:

BUSINESS Ph No. 277 William Street  
Melbourne Vic 3000  
Tel: (03) 9627 1260

**JONATHAN SCOTT WATERS**  
LEGAL ASSISTANT

THIS DEED is made the

1<sup>st</sup>

day of

DECEMBER

1997.

**BETWEEN:**

**CITY OF MARION** of 245 Sturt Road, Sturt SA 5047 in the State of South Australia (hereinafter with its successors and assigns called "the Council") on the one part.

**AND:**

**PERRY BARR PTY LTD (ACN 007 583 691) and WOODEND PARK PTY LTD (ACN 007 583 717)** both of 68 Greenhill Road, Wayville SA 5034 in the said State (hereinafter with their executors administrators successors and assigns as the case may be called "the Owners") of the other part.

**WHEREAS:**

- A. **PERRY BARR PTY LTD** is the registered proprietor of an estate in fee simple in the whole of the land comprised in Certificate of Title Register Book:

VOLUME 1699 FOLIO 126  
VOLUME 4083 FOLIO 840  
VOLUME 4308 FOLIO 479  
VOLUME 4345 FOLIO 16  
VOLUME 5304 FOLIO 220

- B. **WOODEND PARK PTY LTD** is the registered proprietor of an estate in fee simple in the whole of the land comprised in Certificate of Title Register Book:

VOLUME 4080 FOLIO 944  
VOLUME 4371 FOLIO 605  
VOLUME 4371 FOLIO 606  
VOLUME 4384 FOLIO 344

- C. The Owners have jointly applied to the Council for approval pursuant to the Development Act 1993 (hereinafter called "the Act") to divide the land referred to in Recitals A and B which land is contiguous and together constitutes a single development parcel (hereinafter called "the land").
- D. By development application numbered 100/D035/96 the Owners have sought approval to divide the land into 13 lots (hereinafter called "Superlots" 1 to 13 respectively) the boundaries of which are related to the relevant land use zone boundaries designated in the Council Development Plan. A reduced copy of the plan of division the subject of this application is annexed hereto (hereinafter called "the Proposal Plan").
- E. By a second development application numbered 100/D036/96 the Owners have sought approval to divide Superlots 1, 2, 4, 5 and 7 (hereinafter called "the Residential Superlots"), which correspond with the Residential (Worthing Mine) Zone, into a total of 1317 residential allotments (hereinafter called "the residential lots").
- F. The parties acknowledge that certain kinds of development within the Residential (Worthing Mine) Zone are listed as a complying kind of development pursuant to the provisions of the Council Development Plan.

- G. The parties wish to manage the quality and design of development on the residential lots, where such development is complying development pursuant to the Act, by introducing further conditions which must be satisfied by such development in addition to the conditions applicable to complying kinds of development.
- H. Pursuant to the provisions of Section 57(2) of the Act and generally the Owners have offered to enter into this Deed with the Council relating to the management preservation and conservation of the Residential Superlots.
- I. This is intended to be an interim measure until improved management of the residential lots can be effected by a Plan Amendment Report prepared by the Council pursuant to the Act to amend the provisions of the Council Development Plan relating to complying development within the Residential (Worthing Mine) Zone.
- J. No other persons have a legal interest in the Residential Superlots.

**NOW THIS DEED WITNESSETH** as follows:

1. Interpretation

- 1.1 The parties acknowledge that the matters hereinbefore recited 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:
- (a) Words and phrases used in this Deed which are defined in the Act shall have the meanings ascribed to them by that Act.
  - (b) 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.
  - (c) The term "the Owners" where the Owners include a company includes its successors, assigns and transferees and where the Owners include a person, includes his heirs, executors, administrators and transferees and where the Owners 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 in the Residential Superlots subject however to such encumbrances, liens and interests as are registered and notified by memoranda endorsed on the Title thereof.
  - (d) The term "person" shall include a corporate body.

- (e) Words importing the singular number or plural number shall be deemed to include the plural number and the singular number respectively.
  - (f) Words importing any gender shall include every gender.
  - (g) 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.
  - (h) Any clause headings or marginal notes are for reference purposes only and shall not be resorted to in the interpretation of this Deed.
- 1.3 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.
- 1.4 The law governing the interpretation and implementation of the provisions of this Deed shall be the law of South Australia.

## 2. The Owner's Obligations

- 2.1 This Deed is conditional upon the Registrar General depositing a plan of division in the Lands Titles Registration Office pursuant to Section 223 I e of the Real Property Act 1886 in essentially the same form as the Proposal Plan and the Council granting an effective development approval for the creation of the residential lots.
- 2.2 In respect of a residential lot, the Owners shall not undertake development of a kind described as complying in the Council Development Plan without the prior written consent of the Council unless such development meets the following criteria, where relevant:
- 2.2.1 To ensure a reasonable separation between dwellings and to minimise the potential for overshadowing of adjacent dwellings, the following boundary set-backs apply:
- (a) single-storey development, or single-storey components of a development, should be located no less than one metre from side (unless located on the boundary) and rear boundaries; and
  - (b) two-storey development, or two-storey components of a development, should be located no less than three metres from side and rear boundaries.
- 2.2.2 To allow maximum access to solar energy the minimum set-back of a dwelling from its northern boundary should be three metres, unless the building form does not permit a three metre set-back (as may be the case for semi-detached dwellings), in which case, a courtyard capable of containing a rectangle of six metres

by four metres should be provided immediately adjacent to that northern boundary.

A northern boundary is defined as any site boundary having a bearing of between 45 degrees and 135 degrees of true north and located at the northern extremity of the site.

2.2.3 Up to 15 metres of side walls of single-storey dwellings may be located on one side boundary of a site, provided that:

- (a) the side wall is not higher than 3.5 metres above natural ground level;
- (b) the gradient of the natural surface level of the site is less than 1-in-10 in any direction; and
- (c) the set-back to the other side boundary is a minimum of one metre.

2.2.4 Open-sided carports, verandahs and pergolas which require development approval may be located on one side boundary of a site, provided that the structure does not exceed three metres in height on the boundary.

2.2.5 Development should be designed to relate to the slope of the land, so that:

- (a) the amount of cutting and filling of the natural ground profile is minimised; and
- (b) the need for retaining walls is avoided, or the height of retaining walls is minimised.

2.2.6 Development should be designed to minimise energy use for heating, cooling and lighting through the application of an appropriate range of the following techniques:

- (a) use of windows to maximise absorption of heat from the sun in winter on north and east building surfaces;
- (b) use of deciduous trees, pergolas, verandahs and awnings to allow penetration of heat from the sun in winter yet provide shade in summer;
- (c) avoidance of large windows on south and west facing building surfaces, other than in buildings which can take advantage of views; and
- (d) avoidance of overshadowing of windows on the north and east faces of neighbouring buildings, and surfaces used for the collection of solar energy.

2.2.7 Development should be sited so that sunlight is available to the northern facade of the development and any adjacent existing



dwellings for at least two hours between 9:00am and 3:00pm on 21 June.

2.2.8 Development should be designed so that as much stormwater as possible is retained on the development site through the application of an appropriate range of the following techniques:

- (a) the collection of roof run-off in rainwater tanks;
- (b) the use of rainwater for domestic purposes;
- (c) the direction of roof run-off onto garden areas; and
- (d) the design of paved areas so that stormwater is directed onto garden areas.

2.2.9 Each dwelling should have provision for car parking on the site of the dwelling at the rate of not less than 0.5 spaces per bedroom (or room that may be used as a bedroom) plus 0.5 spaces per dwelling. Where a second car park is provided in a tandem arrangement on a driveway, then the driveway gradient should be not more than 1-in-10.

2.2.10 The frontage of a dwelling, other than the driveway area should be landscaped to the reasonable satisfaction of the Council within 6 months of the occupation of the dwelling. Landscaping may comprise a combination of vegetation and paved surfaces, however paving should not constitute more than half of the area between the site frontage and the forward-most building alignment of a dwelling. Driveway width should not exceed 50 percent of the frontage of the site.

2.2.11 Development should seek to preserve and maintain existing mature vegetation, and in particular, vegetation which provides a screening effect between sites shall only be removed or cut back to facilitate the establishment of buildings that otherwise comply with the terms of this Deed..

### 3. Miscellaneous Provisions

3.1 The Owners shall not grant any lease or licence easement or other right of any nature whatsoever which may give any person the right to possession or control or entry upon the Residential Superlots or residential lots upon any terms whatsoever unless such grant shall be expressed in writing and shall contain as an essential term thereof 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 upon the Residential Superlots or residential lots which would constitute a breach of the provisions of this Deed if such act matter or thing were done or omitted to be done by the Owners.

- 3.2 The Council and any employee or agent of the Council authorised by the Council may at any reasonable time enter the Residential Superlots or residential lots for the purpose of:
- 3.2.1 inspecting the Residential Superlots or residential lots and any building or structure thereupon;
  - 3.2.2 exercising any other powers of the Council under this Deed or pursuant to law.
- 3.3 If the Owners are in breach of any provision of this Deed, the Council may, by notice in writing serviced on the Owners, specify the nature of the breach and require the Owners 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 Owners fail 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 Residential Superlots or residential lots and recover any costs thereby incurred from the Owners.
- 3.4 If in a notice referred to in Clause 3.3 hereon the Council requires the removal of a building or structure from the Residential Superlots or residential lots the Council and its servants or agents are hereby authorised and empowered by the Owners to enter and remove the building or structure from the Residential Superlots or residential lots 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 Owners and pay to them the realised value less all expenses incurred.
- 3.5 This Deed may not be varied except by a supplementary deed signed by the Council and the Owners.
- 3.6 The Council may waive compliance by the Owners with the whole or any part of the obligations on the Owners' part herein contained provided that no such waiver shall be effective unless expressed in writing and signed by the Council.
- 3.7 This Deed contains the whole agreement between the parties in respect of the matters referred to herein.
- 3.8 Notice shall for the purposes of this Deed be properly served on the Owners if it is:
- 3.8.1 posted to the Owners' last address known to the Council; or
  - 3.8.2 affixed in a prominent position on the relevant Residential Superlots or residential lots.
- 3.9 The Council may delegate any of its powers under this Deed to any person pursuant to Division V of Part III of the Local Government Act 1934 or pursuant to the Act.

- 3.10 The Owner hereby indemnifies the Council and agrees to keep it forever indemnified in respect of the whole of its costs and expenses of and incidental to the negotiation preparation stamping and registration of this Deed and the implementation including the enforcement of its terms.
- 3.11 The requirements of this Deed are at all times to be construed as additional to the requirements of the Development Act, 1993 and any other legislation affecting the subject land.
- 3.12 Each party shall do and execute all such acts documents and things as shall be necessary to ensure that this Deed is noted against the Certificates of Title for the Residential Superlots pursuant to the provisions of Section 57(5) of the Development Act 1993 in priority to any other registrable interest in the subject land save and except for the estate and interest of the Owner therein.
- 3.13 If the development approvals proposed to be granted by the Council with respect to the Proposal Plan or the residential lots cease to operate pursuant to Section 40(2) of the Act or are cancelled pursuant to Section 43 of the Act then in either event the Council shall upon the request of the Owner and at the cost of the Owner in all things execute and lodge with the Registrar-General an application to rescind this Deed.
- 3.14 The Council shall use its best endeavours to expeditiously prepare a Plan Amendment Report (or vary an existing Plan Amendment Report) to amend the provisions of the Council Development Plan relating to complying development within the Residential (Worthing Mine) Zone.
- 3.15 After authorisation of the Plan Amendment Report referred to in Clause 3.14 hereof the Council shall upon the request of the Owners and at the cost of the Owners in all things execute and lodge with the Registrar General an application to rescind this Deed.

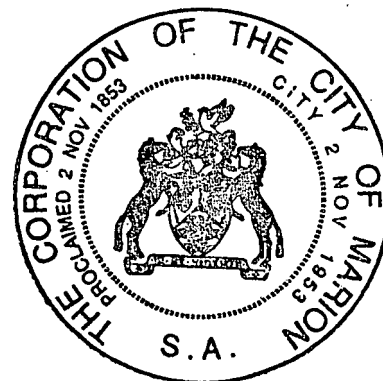
IN WITNESS whereof the parties hereto have executed this Deed.

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

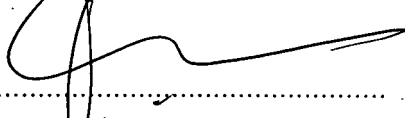
*William L. Davis*  
.....  
.....

Mayor

City Manager



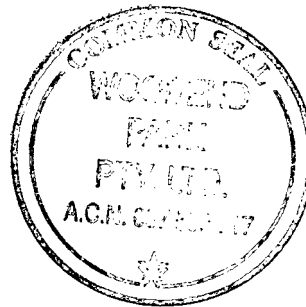
THE COMMON SEAL of the said )  
PERRY BARR PTY LTD )  
was hereunto affixed )  
in the presence of: )

X *TEW*   
.....  
*M P Julaak*  
.....



THE COMMON SEAL of the said )  
WOODEND PARK PTY LTD )  
was hereunto affixed )  
in the presence of: )

X *TEW* *Julie E Wyness*  
.....  
*M P Julaak*  
.....



The Owners HEREBY CERTIFY pursuant to Section 57(4) of the Development Act 1993 that no other person has a legal interest in the subject land.

*Julie E Wyness*  
.....  
for PERRY BARR PTY LTD

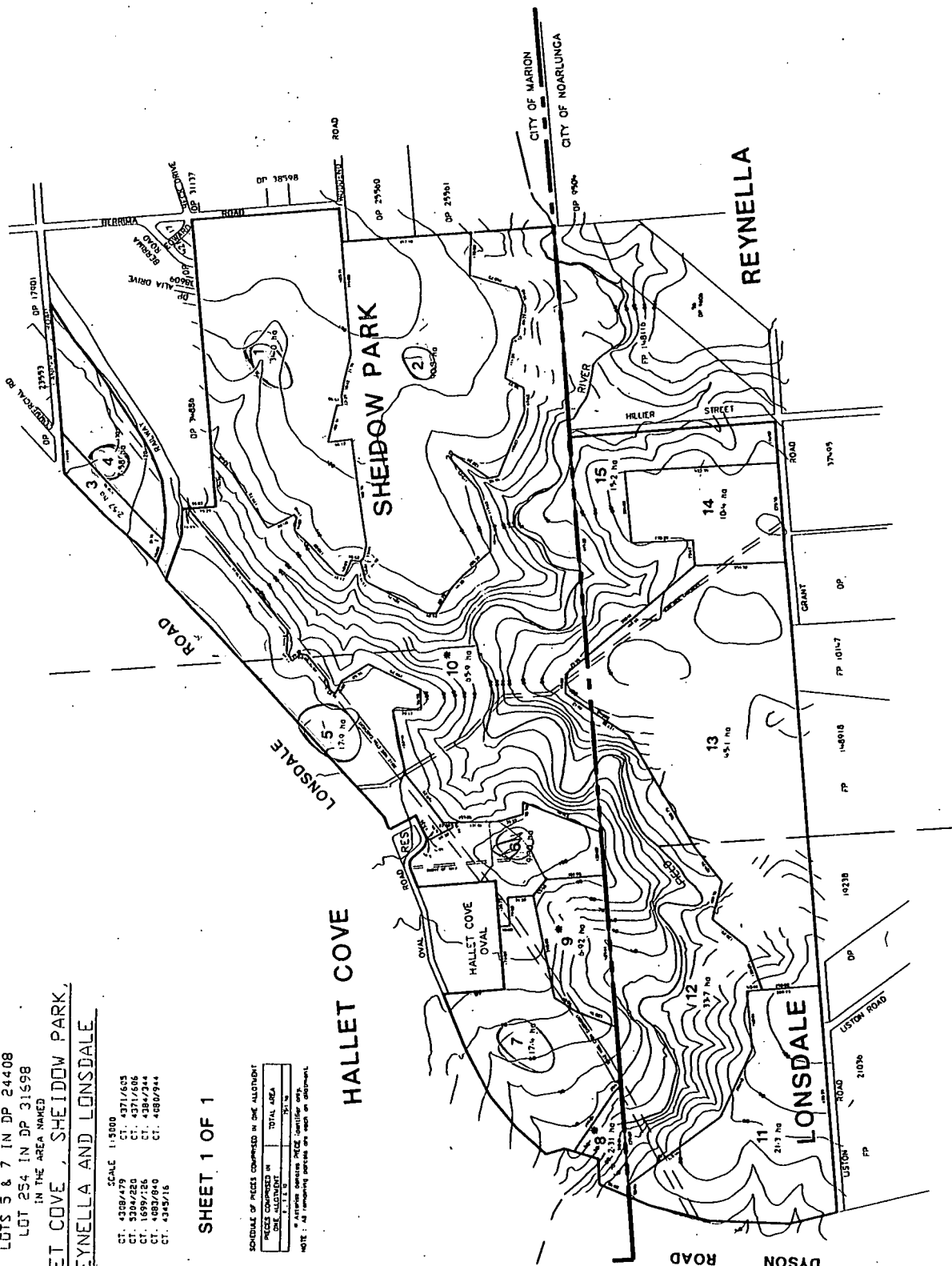
*Julie E Wyness*  
.....  
for WOODEND PARK PTY LTD

Proposed Plan of Division  
HUNDRED OF NARLUNGA  
SECS 497, 507 & 520  
PT. SECS. 488, 496, 519, 571 & 574  
LOT COMPRISING PIECES 91 & 92 IN FP 163693  
LOTS 5 & 7 IN DP 24408  
LOT 254 IN DP 31598

HALLET COVE , SHEIDOW PARK,  
REYNELLA AND LONSDALE

| SCALE 1:5000 |              |
|--------------|--------------|
| CT. 4308/479 | CT. 4371/605 |
| CT. 5304/220 | CT. 4371/606 |
| CT. 1699/126 | CT. 4384/244 |
| CT. 4083/840 | CT. 4080/944 |
| CT. 4345/16  |              |

**SHEET 1 OF 1**

[illegible]

DATA SHOWN HEREON IS APPROXIMATE ONLY  
AND IS SUBJECT TO SURVEY

**LICENSED SURVEYOR**

**VOUCHED FOR**

DATED 1<sup>st</sup> DECEMBER 1997

BETWEEN:

CITY OF MARION

of the one part

and

PERRY BARR PTY LTD  
(ACN 007 583 691) and  
WOODEND PARK PTY LTD  
(ACN 007 583 717)

of the other part

LAND MANAGEMENT AGREEMENT

BY

DEED

Stuart Main and Associates  
6th Floor, 111 Gawler Place  
Adelaide SA 5000  
Telephone: (08) 8410 4991  
Facsimile: (08) 8231 4239



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: 2524361

ECKERMANN FORMS  
POST OFFICE BOX 7340  
HUTT STREET ADELAIDE SA 5000

DATE OF ISSUE

30/11/2023

ENQUIRIES:

Tel: (08) 8226 3750

Email: revsaesl@sa.gov.au

OWNERSHIP NUMBER

15465847

OWNERSHIP NAME

D KOZIREV

PROPERTY DESCRIPTION

26 ST VINCENT CCT / SHEIDOW PARK SA 5158 / LT 317 D72140

ASSESSMENT NUMBER

1054388201

TITLE REF.

(A "+" indicates multiple titles)

CT 5972/756

CAPITAL VALUE

\$700,000.00

AREA / FACTOR

R4  
1.000

LAND USE / FACTOR

RE  
0.400

LEVY DETAILS:

FINANCIAL YEAR

2023-2024

FIXED CHARGE

+ VARIABLE CHARGE

- REMISSION

- CONCESSION

+ ARREARS / - PAYMENTS

= AMOUNT PAYABLE

\$ 50.00  
\$ 283.35  
\$ 177.55  
\$ 0.00  
\$ 0.00  
\$ 155.80

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

28/02/2024



Government of  
South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



## CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

### PAYMENT REMITTANCE ADVICE

OWNERSHIP NUMBER

15465847

OWNERSHIP NAME

D KOZIREV

ASSESSMENT NUMBER

1054388201

AMOUNT PAYABLE

\$155.80

AGENT NUMBER

100019480

AGENT NAME

ECKERMANN FORMS

EXPIRY DATE

28/02/2024

+80012220920022> +001571+ <0550515508> <0000015580> +444+

**Please Note:**

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

Visit: [www.revenuesa.sa.gov.au](http://www.revenuesa.sa.gov.au)  
Email: [revsupport@sa.gov.au](mailto:revsupport@sa.gov.au)  
Phone: (08) 8226 3750

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

**Online at:**

**OR**

**By Post to:**

**[www.revenuesaonline.sa.gov.au](http://www.revenuesaonline.sa.gov.au)**

RevenueSA  
Locked Bag 555  
ADELAIDE SA 5001



**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: 2524361

**DATE OF ISSUE**

30/11/2023

ECKERMANN FORMS  
POST OFFICE BOX 7340  
HUTT STREET ADELAIDE SA 5000

**ENQUIRIES:**

Tel: (08) 8226 3750

Email: landtax@sa.gov.au

**OWNERSHIP NAME**

D KOZIREV

**FINANCIAL YEAR**

2023-2024

**PROPERTY DESCRIPTION**

26 ST VINCENT CCT / SHEIDOW PARK SA 5158 / LT 317 D72140

**ASSESSMENT NUMBER**

1054388201

**TITLE REF.**

(A "+" indicates multiple titles)

CT 5972/756

**TAXABLE SITE VALUE**

\$285,000.00

**AREA**

0.0632 HA

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

|                                |    |             |                       |    |      |
|--------------------------------|----|-------------|-----------------------|----|------|
| <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>= <u>AMOUNT PAYABLE</u></b> | \$ | <b>0.00</b> |                       |    |      |

**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****28/02/2024****Government of  
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

**RevenueSA**

DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

**CERTIFICATE OF LAND TAX PAYABLE****PAYMENT REMITTANCE ADVICE****No payment is required on this Certificate**

**Please Note:**

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

Visit: [www.revenuesa.sa.gov.au](http://www.revenuesa.sa.gov.au)  
Email: [revsupport@sa.gov.au](mailto:revsupport@sa.gov.au)  
Phone: (08) 8226 3750

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

**Online at:**

**OR**

**By Post to:**

**[www.revenuesaonline.sa.gov.au](http://www.revenuesaonline.sa.gov.au)**

RevenueSA  
Locked Bag 555  
ADELAIDE SA 5001

# LOCAL GOVERNMENT INQUIRY CERTIFICATE

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



Certificate No: **103300**

Date: **30/11/2023**

Receipt No:

Reference No:

Fax No:

PO Box 21, Oaklands Park  
South Australia 5046

245 Sturt Road, Sturt  
South Australia 5047

T (08) 8375 6600

F (08) 8375 6699

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

**Eckermann Forms - North East**  
**PO Box 7340 Hutt Street**  
**ADELAIDE SA 5000**

## CERTIFICATE

*Section 187 of the Local Government Act*

Assessment Number: **503649**

Valuer General No.: **1054388201**

Property Description: **Lot: 317 DP: 72140 CT: 5972/756**

Property Address: **26 St Vincent Circuit SHEIDOW PARK 5158**

Owner: **D Kozirev**

*Additional Information:*

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

| <b>Rates/Natural Resources Levy:</b>  | <b>Total</b>      |
|---|-------------------|
| <b>Rates for the current year</b> (includes Natural Resources Levy)                         | <b>\$1,852.61</b> |
| Overdue/Arrears   | \$0.00            |
| Interest  | \$16.39           |
| Adjustments   | -\$0.05           |
| Legal Fees  | \$0.00            |
| Less Payments Received  | \$0.00            |
| Less Capping Rebate (if applicable)   | \$0.00            |
| Less Council Rebate   | \$0.00            |
| <b>Debtor:</b> Monies outstanding (which are a charge on the land) in addition to Rates due | <b>\$0.00</b>     |
| <b>Total Outstanding</b>  | <b>\$1,868.95</b> |

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

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

**BPAY Details for Council Rates:**

**Biller Code:** **9613**

**Reference Number:** Assessment Number as above

# CERTIFICATE

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



**Eckermann Forms - North East**  
**PO Box 7340 Hutt Street**  
**ADELAIDE SA 5000**

Assessment No: 503649  
 Certificate of Title: Lot: 317 DP: 72140 CT: 5972/756  
 Property Address: 26 St Vincent Circuit SHEIDOW PARK 5158  
 Owner: D Kozirev

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

|   |   |  |
|---|---|--|
| <b>Development Act 1993 (repealed)</b>  |   |  |
| section 42—Condition (that continues to apply) of a development authorisation?            |   | 100/2012/2142  |
| section 50(1)—Requirement to vest land in a council or the Crown to be held as open space |   | Nil  |
| section 50(2)—Agreement to vest land in a council or the Crown to be held as open space   |   | Nil  |
| section 55—Order to remove or perform work  |   | Nil  |
| section 56—Notice to complete development   |   | Nil  |
| section 57—Land management agreement  |   | See attached   |
| section 69—Emergency order  |   | Nil  |
| section 71—Fire safety notice   |   | Nil  |
| section 84—Enforcement notice   |   | Nil  |
| section 85(6), 85(10) or 106—Enforcement order  |   | Nil  |
| Part 11 Division 2—Proceedings  |   | Nil  |
| <b>Planning, Development and Infrastructure Act 2016</b>                                  |   |  |
| Part 5 – Planning and Design Code   | Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? | Click the link to check if a Code Amendment applies:<br><br><a href="#">Code Amendment Map Viewer (geohub.sa.gov.au)</a> |
|   | Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code)  | See attached PlanSA Data Extract   |
|   | Is there a State heritage place on the land or is the land situated in a State heritage area?   |  |
|   | Is the land designated as a local heritage place?   |  |
|   | Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land?  |  |
| section 127—Condition (that continues to apply) of a development authorisation            |   |  |
| section 192 or 193—Land management agreement  |   |  |
| section 141—Order to remove or perform work   |   | Nil  |
| section 142—Notice to complete development  |   | Nil  |
| section 155—Emergency order   | Page 2 of 32  | Nil  |
| section 157—Fire safety notice  |   | Nil  |

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

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

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

**NO**

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

Page 3 of 32

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.*

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

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

*I, Jasmine Emery, Administration Officer of the City of Marion certify that the information provided in these responses is correct.*

*Sign:*



***Date: 30/11/2023***

## Data Extract for Section 7 search purposes

Valuation ID 1054388201

**Data Extract Date:** 30/11/2023

**Parcel ID:** D72140 A317

**Certificate Title:** CT5972/756

**Property Address:** 26 ST VINCENT CCT SHEIDOW PARK SA 5158

### Zones

Hills Neighbourhood (HN)

### 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.

##### **Heritage Adjacency**

The Heritage Adjacency Overlay seeks to ensure development adjacent to State and Local Heritage Places maintains the heritage and cultural values of those places.

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

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

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

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

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

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

##### **Stormwater Management**

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

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

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

### **Water Resources**

The Water Resources Overlay seeks to protect the quality of surface waters in South Australia.

### **Is the land situated in a State Heritage Place/Area**

No

Open the SA Heritage Places Database Search tool to find the locations' Heritage Place Details.

<http://maps.sa.gov.au/heritagesearch/HeritageSearchLocation.aspx>

### **Is the land designated as a Local Heritage Place**

No

Open the SA Heritage Places Database Search tool to find the locations' Heritage Place Details.

<http://maps.sa.gov.au/heritagesearch/HeritageSearchLocation.aspx>

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

NO

Under the Planning, Development and Infrastructure Act 2016 (the Act), a tree may be declared as a significant tree in the Code, or it may be declared as a significant or regulated tree by the Planning, Development and Infrastructure (General) Regulations 2017. Under the Act, protections exist for trees declared to be significant and/or regulated trees. Further information regarding protected trees can be found on the PlanSA website: <https://plan.sa.gov.au/>

Open the Online Planning and Design Code to browse the full Code and Part 10 - Significant Trees for more information.

<https://code.plan.sa.gov.au/>

### **Associated Development Authorisation Information**

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

No

### **Land Management Agreement (LMA)**

- 8425749





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

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

The property owner is currently receiving a discount - HallettCove Disc Water Res that may change as a result of a property sale. This discount is not reflected in the next quarterly charges stated above.

## South Australian Water Corporation

Name:  
D KOZIREV

Water & Sewer Account  
Acct. No.: 10 54388 20 1

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

Address:  
26 ST VINCENT CCT SHEIDOW PARK LT  
317 D72140

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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:   | 1054388201                  |



Biller code: 8888  
Ref: 1054388201

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: 1054388201



**Government of  
South Australia**

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

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

**Residential Builders' Warranty  
Insurance  
Certificate of Insurance**

QBE Insurance (Australia) Ltd  
628 BOURKE STREET  
MELBOURNE VIC 3000  
Phone: (03) 9246 2666  
Fax: (03) 9246 2611  
ABN: 78 003 191 035  
AFS License No: 239545



Policy Number 620047005BWI-509

D KOZIREV  
C/- S SAMS - HICKINBOTHAM  
PO BOX 63 STEPNEY 5069

**Name of Intermediary**  
OAMPS INSURANCE BROKERS LTD  
P O BOX 10016  
ADELAIDE B C S A 5000

**Account Number**  
62OAMPCSA  
**Date Issued**  
13/12/2012

**Policy Schedule Details**

**Certificate in Respect of Insurance**

Domestic Building Contract

A contract of insurance complying with the Building Work Contractors Act 1995 and regulations has been issued by QBE Insurance (Australia) Limited ABN 78 003 191 035, in respect of the Domestic Building Work as described in the Schedule herein.

**In Respect of**

NEW SINGLE DWELLING CONSTRUCTION CONTRACT

**At**

LOT 317, ST VINCENT CIRCUIT  
SHEIDOW PARK SA 5158

**Carried Out By**

BUILDER  
CONSTRUCTION SERVICES AUST P/L  
ABN: 99 007 641 787

**Declared Contract Price**

\$168,803.00

**Contract Date**

08/08/2012

**Builders Registration No.**

U BLD8969

**Building Owner / Beneficiary**

D KOZIREV

Subject to the Building Work Contractors Act 1995 and regulations and the conditions of the insurance contract, cover will be provided to the Building Owner named in the domestic building contract and to the successors in title to the Building Owner.

**For and behalf of**

QBE Insurance (Australia) Limited.

**IMPORTANT NOTICE:**

This Certificate must be read in conjunction with the Policy Wording and kept in a safe place.

These documents are very important and must be retained by you and any successive owners of the property for the duration of the statutory period of cover.