

Form 1 - Vendor's statement

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

Contents

Preliminary

Part A - Parties and land

Part B - Purchaser's cooling-off rights and proceeding with the purchase

Part C - Statement with respect to required particulars

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

Schedule



Preliminary

To the purchaser:

The purpose of a statement under section 7 of the *Land and Business (Sale and Conveyancing) Act 1994* is to put you on notice of certain particulars concerning the land to be acquired.

If you intend to carry out building work on the land, change the use of the land or divide the land, you should make further inquiries to determine whether this will be permitted. For example, building work may not be permitted on land not connected to a sewerage system or common drainage scheme if the land is near a watercourse, dam, bore or the River Murray and Lakes.

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

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

Instructions to the vendor for completing this statement:

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

All questions must be answered with a YES or NO (inserted in the place indicated by a rectangle or square brackets below or to the side of the question).
If there is insufficient space to provide any information required, continue on attachments.

Part A - Parties and land

1

Purchaser:

Address:

2

~~Purchaser's registered agent:~~

~~Address:~~

3

Vendor:

Ryan Heath Smith & Corina Kay Smith (formerly Corinna Kay Verwey)

Address:

10 Chisholm Court, Golden Grove SA 5125

4

Vendor's registered agent:

Smith Partners Real Estate

Address:

PO Box 1324 Golden Grove SA 5125

☒

5

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

6

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

Certificate of Title Register Book Volume 5382 Folio 639

Allotment 95 in Deposited Plan 25392 being the whole of the land, known as 10 Chisholm Court, Golden Grove SA 5125

Part B - Purchaser's cooling-off rights and proceeding with the purchase

To the purchaser:

Right to cool-off (section 5)

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

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

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

2 - Time for service

The cooling-off notice must be served -

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

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

3 - Form of cooling-off notice

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

4 - Methods of service

The cooling-off notice must be -

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

10 Chisholm Court, Golden Grove SA 5125

 (being the vendor's last known address); or
- (c) transmitted by fax or email to the following fax number or email address:

Fax: (08) 8251 3393, Email: ryan.smith@spartners.com.au

 (being a number or address provided to you by the vendor for the purpose of service of the notice); or
- (d) left for the vendor's agent (with a person apparently responsible to the agent) at, or posted by registered post to the agent at, the following address:

PO Box 1324 Golden Grove SA 5125

 (being ~~*the agent's address for service under the Land Agents Act 1974~~ an address nominated by the agent to you for the purpose of service of the notice).

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

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

5 - Effect of service

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

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

Proceeding with the purchase

If you wish to proceed with the purchase -

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

Part C - Statement with respect to required particulars

(section 7(1))

To the purchaser:

*t/We: Ryan Heath Smith & Corina Kay Smith (formerly Corinna Kay Verwey)

of 10 Chisholm Court, Golden Grove SA 5125

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

Date: 06-Feb-20

Signed

DocuSigned by:

Corina Kay Smith

69D1C6E97D7E403...

Date:

Signed

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

(section 9)



To the purchaser:

I, Key Forms Pty Ltd

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

Exceptions:

Date: 06-Feb-20

Signed

DocuSigned by:

Cassie Filmer

77943B9782B2434...

*Vendor's / Purchaser's agent

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

Schedule - Division 1

Particulars of mortgages, charges and prescribed encumbrances affecting the land (section 7(1)(b))

Note -

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

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

- (a) there is an attachment to this statement and -
 - (i) all the required particulars are contained in that attachment; and
 - (ii) the attachment is identified in column 2; and
 - (iii) if the attachment consists of more than 2 sheets of paper, those parts of the attachment that contain the required particulars are identified in column 2; or
- (b) the mortgage, charge or prescribed encumbrance -
 - (i) is one of the following items in the table:
 - (A) under the heading 1. General -
 - 1.1 Mortgage of land
 - 1.4 Lease, agreement for lease, tenancy agreement or licence
 - 1.5 Caveat
 - 1.6 Lien or notice of a lien
 - (B) under the heading 33. Other charges -
 - 33.1 Charge of any kind affecting the land (not included in another item); and
 - (ii) is registered on the certificate of title to the land; and
 - (iii) is to be discharged or satisfied prior to or at settlement.

Table of particulars

Column 1	Column 2	Column 3
<p>[If an item is applicable, ensure that the box for the item is ticked and complete the item.]</p> <p>[If an item is not applicable, ensure that the box for the item is empty or else strike out the item or write "NOT APPLICABLE" or "N/A" in column 1.</p> <p>Alternatively, the item and any inapplicable heading may be omitted, but not in the case of-</p> <p>(a) the heading "1. General" and items 1.1, 1.2, 1.3 and 1.4; and</p> <p>(b) the heading "4. Development Act 1993" and items 4.1 and 4.2; and</p> <p>(c) the heading "5. Repealed Act conditions" and item 5.1,</p> <p>which must be retained as part of this statement whether applicable or not.]</p> <p>[If an item is applicable, all particulars requested in column 2 must be set out in the item unless the Note preceding this table otherwise permits. Particulars requested in bold type must be set out in column 3 and all other particulars must be set out in column 2.][If there is more than 1 mortgage, charge or prescribed encumbrance of a kind referred to in column 1, the particulars requested in column 2 must be set out for each such mortgage, charge or prescribed encumbrance.]</p> <p>[If requested particulars are set out in the item and then continued on an attachment due to insufficient space, identify the attachment in the place provided in column 2. If all of the requested particulars are contained in an attachment (instead of in the item) in accordance with the Note preceding this table, identify the attachment in the place provided in column 2 and (if required by the Note) identify the parts of the attachment that contain the particulars.]</p>		

1. General

1.1	Mortgage of land	<div><div>Is this item applicable?</div><div>Will this be discharged or satisfied prior to or at settlement?</div><div>Are there attachments?</div><div>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</div><div></div><div>Number of mortgage (if registered):</div><div>11099592</div><div></div><div>Name of mortgagee:</div><div>Commonwealth Bank of Australia</div><div></div></div>	<div><div><input checked="" type="checkbox"/></div><div>YES</div><div>NO</div></div>
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1.2 Easement

(whether over the land or annexed to the land)

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

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

Is this item applicable?

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

Are there attachments?

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

1. Property Interest Report - Page 10 of 10
2. & 3. Certificate of Title Volume 5382 Folio 639

Description of land subject to easement:

1. The whole of the land in Certificate of Title Register Book Volume 5382 Folio 639
2. Land Marked E
3. Land Marked F

Nature of easement:

1. Electricity Infrastructure - Building Restrictions and Statutory Easements
2. Subject to Service Easement(s) over the Land Marked E for Sewerage Purposes to South Australian Water Corporation (223LG RPA)
3. Subject to Service Easement(s) over the Land Marked F for Drainage Purposes to the Council of the Area (223LG RPA)

Are you aware of any encroachment on the easement?

NO

If YES, give details:

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

If YES, give details:



NO

YES

1.3 Restrictive covenant

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

Is this item applicable?

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

Are there attachments?

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

Memorandum of Encumbrance 6935914

Nature of restrictive covenant:

Encumbrance to South Australian Urban Projects Authority

Name of person in whose favour restrictive covenant operates:

South Australian Urban Projects Authority (formerly South Australian Urban Land Trust)

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

YES

If NO, give details:

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

YES



NO

YES

1.4 Lease, agreement for lease, tenancy agreement or licence

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

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

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~Name of parties:~~

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

~~From to~~

~~Amount of rent or licence fee:~~

~~\$ per (period)~~

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

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

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

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

4. Development Act 1993

4.1 Part 3 - Development Plan

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

Is this item applicable?



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

NO

Are there attachments?

YES

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

Council Search & Page 2 of the Property Interest Report

Title or other brief description of zone or policy area in which the land is situated (as shown in the Development Plan):

CT- 5382/639

Zone: RESIDENTIAL Policy Area: Golden Grove Residential Policy Area
15 City of Tea Tree Gully

Is the land situated in a designated State Heritage Area?

NO

Is the land designated as a place of local heritage value?

NO

Is there a current Development Plan Amendment released for public consultation by a council on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?

NO

If YES, state the name of the council:

Is there a current Development Plan Amendment released for public consultation by the Minister on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?

NO

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

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

Is this item applicable?



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

NO

Are there attachments?

YES

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

Council Search

Date of authorisation:

Refer attached

Name of relevant authority that granted authorisation:

City of Tea Tree Gully

Condition(s) of authorisation:

Refer attached Council Search

5. Repealed Act conditions

<div>5.1</div> <div>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)</div> <div><div>[Note - Do not omit this item. This item and its heading must be included in the statement even if not applicable.]</div></div>	<div><div>Is this item applicable?</div><div>Will this be discharged or satisfied prior to or at settlement?</div><div>Are there attachments?</div><div>If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):</div><div>Council Search</div><div>Nature of condition(s):</div><div>Refer attached City of Tea Tree Gully Council Search</div></div>
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NO

YES

6. Emergency Services Funding Act 1998

<div>6.1</div> <div>section 16 - Notice to pay levy</div>	<div><div>Is this item applicable?</div><div>Will this be discharged or satisfied prior to or at settlement?</div><div>Are there attachments?</div><div>If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):</div><div><div>Date of notice:</div><div>Amount of levy payable:</div></div></div>
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ANNEXURES

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

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

Council Search
Property Interest Report
Emergency Services Levy Certificate
Land Tax Certificate
SA Water Certificate
Memorandum of Encumbrance

(*Strike out whichever is not applicable)

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

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

Dated this Day of 20

Signed: _____

Purchaser(s)

Form R3

Buyers information notice

Land and Business (Sale and Conveyancing) Act 1994 section 13A

Land and Business (Sale and Conveyancing) Regulations 2010 regulation 17

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

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

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

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

Safety

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

Enjoyment

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

Value

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

For more information on these matters visit: www.cbs.sa.gov.au

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



Product
Date/Time
Customer Reference
Order ID

Register Search (CT 5382/639)
29/01/2020 08:51AM

20200129000693

REAL PROPERTY ACT, 1886



South Australia

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



Certificate of Title - Volume 5382 Folio 639

Parent Title(s) CT 4334/64
Creating Dealing(s) CONVERTED TITLE
Title Issued 04/12/1996 **Edition** 4 **Edition Issued** 03/02/2009

Estate Type

FEE SIMPLE

Registered Proprietor

RYAN HEATH SMITH
CORINNA KAY VERWEY
OF 10 CHISHOLM COURT GOLDEN GROVE SA 5125
AS JOINT TENANTS

Description of Land

ALLOTMENT 95 DEPOSITED PLAN 25392
IN THE AREA NAMED GOLDEN GROVE
HUNDRED OF YATALA

Easements

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

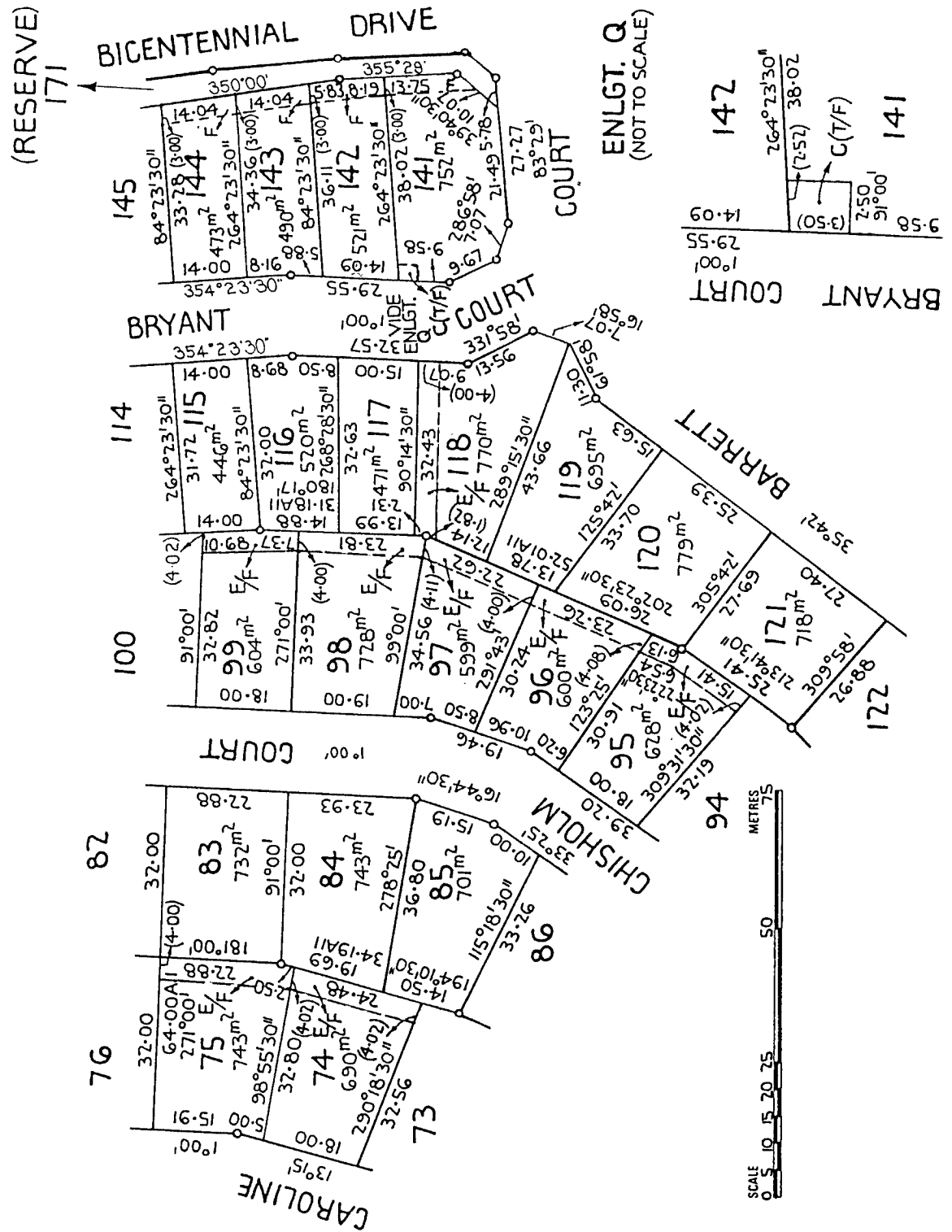
SUBJECT TO SERVICE EASEMENT(S) OVER THE LAND MARKED F FOR DRAINAGE PURPOSES TO THE COUNCIL FOR THE AREA (223LG RPA)

Schedule of Dealings

Dealing Number	Description
6935914	ENCUMBRANCE TO SOUTH AUSTRALIAN URBAN PROJECTS AUTHORITY (SINGLE COPY ONLY)
11099592	MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

Notations

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





CITY OF
TEA TREE GULLY
Naturally Better

Certificate No: 74749
Receipt No: 798411

Date: 29/01/2020
Application No: 71422

Key Conveyancing Services
3/985 North East Road
MODBURY SA 5092

PO Box 571
571 Montague Road
Modbury SA 5092
Tel (08) 8397 7444
Fax (08) 8397 7400
TTY (08) 8397 7340

www.teatreegully.sa.gov.au

Email: searches@cttg.sa.gov.au

CERTIFICATE

Section 187 (1) of the Local Government Act

Assessment No: 922117
Valuer General No: 2832345000
Property Description: LOT: 95 ALP: SEC: 2140 DP: 25392 CT: 5382/639
Property Address: 10 Chisholm Court GOLDEN GROVE 5125
Owner: Mr R H Smith & Ms C K Verwey

Residential Land Use 2019	\$1,765.63
Natural Resource Management Levy 2019	\$43.41
Overdue/Arrears	\$0.00
Interest/Rounding	\$0.00
Legal Costs	-\$0.04
Less Rebate	\$0.00
Less Payments Received	-\$1,357.00
General Debtors	
Total Amount Due	\$452.00

2nd March 2020

Please Note:

Further fines & interest may be applied to overdue accounts.

- ☐ Direct Debit / B Pay Payment Arrangement to be cancelled by owner.
- ☒ BPay View to be de-registered by owner.

Charges may be pending for the removal of flammable undergrowth or other flammable or combustible materials or substances under the Fire and Emergency Services Act 2005. The charges that apply will be those that are incurred by the Council.

I certify in terms of Section 187(1) of the Local Government Act the following rates and charges are outstanding as at the date of this certificate:

Delegated Officer:



We accept settlement payment of council rates
BPay Biller Code: 787911 / Reference # 922117

Account balance and payment available online: Go to www.teatreegully.sa.gov.au/Payments

**** The fee for certificates of liabilities under Section 187 (3) (e) of the Local Government Act 1999 has been increased.
The new fee is \$35.00 as of 1 July 2019**

LOCAL GOVERNMENT INQUIRY CERTIFICATE

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



CITY OF
TEA TREE GULLY
Naturally Better

Date of Issue: 29 January 2020

Certificate Number 74749
Receipt Number 798411
Assessment Number 922117

Key Conveyancing Services
3/985 North East Road
MODBURY SA 5092

PO Box 571
571 Montague Road
Modbury SA 5092
Tel (08) 8397 7444
Fax (08) 8397 7400
TTY (08) 8397 7340
www.teatreegully.sa.gov.au

Email: searches@cttg.sa.gov.au

Valuer General No: 2832345000
Property Description: LOT: 95 ALP: SEC: 2140 DP: 25392 CT: 5382/639
Property Address: 10 Chisholm Court GOLDEN GROVE 5125
Owner: Mr R H Smith & Ms C K Verwey

Provision of Prescribed Information

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

The information herein is provided pursuant to Council's Obligations under Section 12 of the Land and Business (Sales and Conveyancing) Act 1994.

Development Section

Prescribed Encumbrance	Particulars Required
Part 1 – Items that must be included in statement	
Development Act 1993	
Part 3 – Development Plan Title or other brief description of zone or policy area in which the land is situated (as shown in the Development Plan):	<u>Zoning</u> RESIDENTIAL <u>Policy</u> Golden Grove Residential Policy Area 15 <u>Precinct</u> Nil

LOCAL GOVERNMENT INQUIRY CERTIFICATE

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

Is the land designated situated in a designated State Heritage Area?	Nil
Is the land designated as a place of Local Heritage Value?	Nil
Is there a current development plan amendment released for public consultation by a Council on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?	Nil
Is there a current Development Plan Amendment released for public consultation by the Minister on which consultation has ended but whose proposed amendment has not yet come into operation?	Nil
Planning Development and Infrastructure Act 2016 Section 65	
<u>Changes to Planning Policy Affecting Land in Council's Area</u> <p>The information provided in this note is additional to, and not in substitution of, any information provided in response to your request for statutory search information. The response to your request, provided with this note, does not reference changes to planning policy affecting all South Australian Councils.</p> <p>Council takes this opportunity to inform you that pursuant to the <i>Planning Development and Infrastructure Act 2016</i> (Section 65, Clause 2 of Schedule 6 and Clause 9 (7) of Schedule 8), the Council's Development Plan will be repealed in full and replaced with the Planning and Design Code (Code) at a time on or before 1 July 2020. For further information regarding this change, including the opportunity for comment in relation to the content of the Code, please refer to the SA Planning Portal at https://www.saplanningportal.sa.gov.au.</p>	
Section 42 – Condition (that continues to apply) of a development authorization)	02/06/2000 - Development Application APPROVAL 2000/74818 Verandah

LOCAL GOVERNMENT INQUIRY CERTIFICATE

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

Repealed Act Conditions

Disclaimer: The nature of the City of Tea Tree Gully records are such that it cannot provide details of conditions (that continue to apply) of provisional building rules consent (or its equivalent) granted under the following repealed Acts.

Condition (that continues to apply) of an approval or authorisation granted under any of the following Acts:

Building Act 1971
City of Adelaide Development Control Act 1976
Planning and Development Act 1966
Planning Act 1982

19/11/1990 - Provisional Development Plan APPROVAL 1990/12436 Retaining Wall

24/03/1992 - Provisional Building Rules APPROVAL 1992/48924 Retaining Walls
15/11/1990 - Provisional Building Rules APPROVAL 1990/45217 Dwelling

Part 2 – Items to be included if land affected

Development Act 1993

Section 50(1) – Requirement to vest land in a council or the Crown to be held as open space

N/A

Section 50(2) – Agreement to vest land in a council or the Crown to be held as open space

N/A

Section 55 – Order to remove or perform work

Nil

Section 56 – Notice to complete development

Nil

Section 57 – Land Management Agreement

SEE TITLE FOR DETAILS

Section 69 – Emergency Order

Nil

Section 71 – Fire Safety Notice

Nil

Section 84 – Enforcement Notice

Nil

LOCAL GOVERNMENT INQUIRY CERTIFICATE

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

Section 85(6), 85(10) or 106 – Enforcement Order	Nil
Part 11 Division 2 – Proceedings	Nil
Fire and Emergency Services Act 2005	
Section 105f - Notice of action required concerning flammable materials on land / Notice of action required to protect against outbreak or spread of fire	Nil
Food Act 2001	
Section 44 – Improvement Notice	Nil
Section 46 – Prohibition Order	Nil
Housing Improvement Act 1940	
Section 23 – declaration that house is undesirable or unfit for human habitation	Nil
Local Government Act 1934	
Notice, order, declaration, charge, claim or demand given or made under the Act	Nil
Local Government Act 1999	
Notice, order, declaration, charge, claim or demand given or made under the Act	Nil
Public & Environmental Health Act 1987 (Repealed) <i>Disclaimer: The wastewater from the septic tank must be disposed of in accordance with all relevant Standards & Codes. The nature of the City of Tea Tree Gully records are such that it cannot provide details of conditions (that continue to apply) under the above repealed Act.</i>	

LOCAL GOVERNMENT INQUIRY CERTIFICATE

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

South Australian Public Health Act 2011	
Notice, order, declaration, charge, claim or demand given or made under the Act	Nil
Additional Information (City of Tea Tree Gully) <i>Note: The following is provided for additional information purposes only and is not provided pursuant to the Land and Business (Sale and Conveyancing) Act 1994 or Regulations 2010</i>	
Miscellaneous	Nil
Easements	EASEMENT-SA WATER EASEMENT-CITY OF TEA TREE GULLY
Septic	Nil
Active CWMS	Yes/No

Particulars relating to Environment Protection

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

- (a) Commercial or industrial activity at the land; or
- (b) A change in the use of the land or part of the land (within the meaning of the *Development Act 1993*)?

YES

/

NO

All development approvals on Council records relating to this subject are listed under the heading "Development Act 1993".

LOCAL GOVERNMENT INQUIRY CERTIFICATE

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

Note – Building Indemnity Insurance is not required for:

- a) Domestic building work for which approval under the Development Act 1993 or the repealed Building Act 1971 is or was not required;
- b) minor domestic building work (see section 3 of the Building Work Contractors Act 1995);
- c) Domestic building work commenced before 1 May 1987; or
- d) Building work in respect of which an exemption from the application of Division 3 of Part 5 of the Building Work Contractors Act 1995 applies under the Building Work Contractors Regulations 1996; or
- e) Building work in respect of which an exemption from the application of Division 3 of Part 5 of the Building Work Contractors Act 1995 has been granted under section 45 of that Act.

BUILDING INDEMNITY INSURANCE IS ATTACHED YES ☒ NO

*Please note Council may not hold a copy of Building Indemnity Insurance if the Application has been undertaken by a Private Certifier.

Disclaimer

The nature of the City of Tea Tree Gully's records is such that it may not be able to provide details of Building Indemnity Insurance.

The City of Tea Tree Gully endeavours to ensure that the information provided by this search request is current and accurate, however cannot guarantee the accuracy, currency or completeness of the information contained within.

All information provided by this search is for information purposes only and no reliance should be placed on this information for any possible legal purpose or any circumstance where loss or damage could arise as a result of reliance on this information.

The City of Tea Tree Gully does not accept any responsibility or liability should you rely upon the information provided by this property search to your detriment, except as provided by statute.

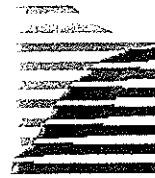
The information herein is provided pursuant to the Council's obligations under Section 7 of the Land Business (Sales and Conveyancing) Act, 1994.

The information provided should not be taken as a representation as to whether or not any other charges or encumbrances affect the subject land.

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.

Authorised Officer.....

Date.....29/01/2020.....

DECISION NOTIFICATION FORM

CITY OF
TEA TREE GULLY
Naturally Better

Development Number: **74818** /2000

FOR DEVELOPMENT APPLICATION:

DATED:

16/05/00

REGISTERED ON:

31/05/00

PO Box 571
Modbury SA 5092
571 Montague Road
Modbury SA 5092
Tel (08) 8397 7444
Fax (08) 8396 0809

TO:

Westcotts Home Improvements
Unit 8 /81 Saints Road
Salisbury Plains
5108

LOCATION OF PROPOSED
DEVELOPMENT:

10 Chisholm Court Golden Grove

FORMAL PROPERTY TITLE:

LOT: 95 ALP: SEC: 2142 DP: 25392 CT: 5382/639

Nature of Proposed Development:
Verandah Class 10

In respect of this proposed development you are informed that:

NATURE OF DECISION	CONSENT GRANTED	DATE	NO OF CONDITIONS
Provisional Development Plan Consent	YES	31/05/00	1
Provisional Building Rules Consent	YES	01/06/00	2
DEVELOPMENT APPROVAL	YES	02/06/00	3

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.

Date of Decisions: 02/06/00

Signed:

R. M. Smith

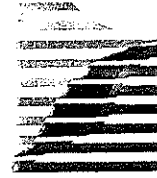
Date:

02.06.00

- ☐ Development Assessment Commission or delegate
☒ Council Chief Executive Officer or delegate
☐ Private Certified
☒ Sheets attached

TELEPHONE: Building 83977323 Planning 83977209 FAX 83977366

APPLICATION NO 74818 APPROVED DATE 02/06/00



CITY OF
TEA TREE GULLY
Naturally Better

PO Box 571
Modbury SA 5092
571 Montague Road
Modbury SA 5092
Tel (08) 8397 7444
Fax (08) 8396 0809

PROVISIONAL DEVELOPMENT PLAN CONSENT CONDITIONS

(1) The development must be undertaken and completed in accordance with the plans and information detailed in Application No. 74818 except where varied by any condition(s) listed below.

PER.....

PROVISIONAL BUILDING RULES CONSENT CONDITIONS

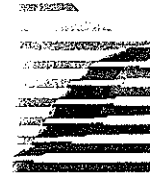
(1) The existing house rafters shall be reinforced in accordance with the manufacturers bracket details.

(2) Stormwater shall be disposed of in such a manner so that none of the following conditions occur:

- (i) the water enters or lies against the building;
- (ii) the water unduly affects the stability of the building or any other building on the same site;
- (iii) the water unduly creates any unhealthy or dangerous condition on the site or within the building;
- (iv) the water discharges into any drain leading to a sewerage system or to a common effluent drainage system and shall not be discharged so that it flows onto adjoining properties without the prior written consent of the property owners.

PER.....

DEVELOPMENT APPROVAL NOTES



CITY OF
TEA TREE GULLY
Naturally Better

PO Box 571
Modbury SA 5092
571 Montague Road
Modbury SA 5092
Tel (08) 8397 7444
Fax (08) 8396 0809

The owner is responsible to ensure that:-

- the description of the land in the site plan is in accordance with the Certificate of Title for the property
- building works are correctly depicted on the site plan submitted
- approved building works are constructed within the property boundary.

An approved crossing place (entranceway) must be provided prior to commencement of construction. Crossing place construction applications are available from Council's City Assets Team.

It is the owners responsibility to ensure that the proposed building work is not sited over an easement. A copy of the certificate of title, which is available from the Lands Titles Office, will provide this information.

You are advised to contact the appropriate authorities such as S A Water, ETSA, Telstra, Transport SA, Boral Energy, Aust Post regarding their requirements before construction is commenced.

The ETSA should be notified by you of all proposed additions and alterations to existing building and those proposals to erect signs, awnings, temporary scaffolding or other structures near overhead electricity service and street mains. Building work near overhead electricity conductors sometimes creates dangerous situations while underground cables are often covered in such a way that maintenance becomes impossible. Failure to observe safe clearances to existing services in building operations may make you liable to pay damages to the Trust.

Building materials are not to be placed on the road or footpath areas.

- 1 You may have a right of appeal to the Environment, Resources and Development Court against the decision if it is either:

- a refusal, or
- an authorisation with conditions.

Such an appeal may be lodged within two months of the day on which you receive notice of the decision or such longer period as the Court may allow.

Please contact the Environment, Resources & Development Court, not Council, if you wish to appeal. The Court is situated in the Samuel Way Building, Victoria Square, Adelaide, Telephone 82040300.

- 2 If your application was the subject of third party representations, any consent shall not operate until after fifteen business days from the date of the decision.

If there is an appeal by a third party, any consent shall not operate until determination or withdrawal of the appeal.

It is suggested that, fifteen business days after the date of the decision, you contact the Environment, Resources and Development Court to determine if an appeal has been lodged.

- 3 The development must be substantially commenced or for land division, you must apply to the Council and the Planning Commission for certificates of approval, within 12 months of the date of the decision unless the period has been extended by Council, or if the decision has been subject to an appeal, 12 months from the date of the determination or withdrawal of the appeal.

Any consent granted, whether subject to conditions or not shall lapse after 3 years from the operative date of the decision or appeal, if the development has not been substantially completed.

You will require a fresh consent before commencing or continuing the development if you are unable to satisfy these requirements.

PLANNING DECISION NOTIFICATION

South Australia Planning Act Development Control Regulations, 1982
Regulation 41
Sixth Schedule

Development No. 070/12436/90

For Development Application dated 19/10/90
which was registered on 23/10/90

To: Ms SK Jones
C/- Homestead Homes
928 North East Road
MODBURY SA 5092

Location of
Proposed Development: Lot 95, H.N. 10 Chisholm Court, Golden Grove

Nature of
Proposed Development: Erecting a retaining wall

From: City of Tea Tree Gully

In respect of this proposed development you are informed that CONSENT IS GRANTED SUBJECT TO (1) CONDITION(S).

As there were no third party representations the consent is operative from the date of this form. Reasons for this decision, any conditions imposed, and the reasons for imposing those conditions, are set out below. Please also refer to the notice attached to this form about appeal rights and operation of consent.

Conditions


- (1) That the development be undertaken in accordance with the plans and information detailed in Application No. 070/12436/90 except where varied by any conditions herein listed which must be fully complied with to the satisfaction of the Council (regardless of any change of occupier or owner of the premises).

The decision was made by Council on the basis that with the imposition of conditions, the proposal complies with the provisions of the Development Plan.

DATE OF DECISION: 19th November, 1990


.....
SENIOR PLANNING OFFICER

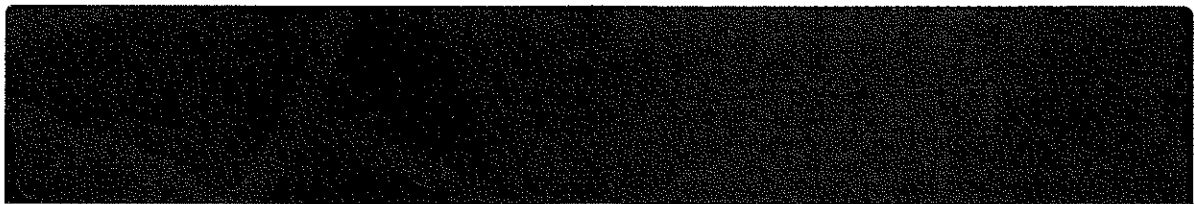
Date of this Notice: 14/11/90
PLEASE READ THE NOTICE ATTACHED TO THIS FORM.
(L-RC(P)Jan-12436)



Grace, Gail

From: City of Tea Tree Gully <noreply@cttg.sa.gov.au>
Sent: Wednesday, 29 January 2020 8:54 AM
To: Searches
Subject: Online search request
Attachments: 20200129000693_RegisterSearch_CT_582e639_4.pdf

Reg No	34169	Assess	922117
Lot	95	Houses	10
29 JAN 2020			
Street Chisholm			
RATES	ENC	\$	



Online search request

A Section 187 or Section 7 online certificate request has been submitted by Key Conveyancing Services. See the form data below

Question	Response
Applicant details	
Company name	Key Conveyancing Services
Company postal address	PO Box 1425 Golden Grove SA 5125
Company email address	admin@keyconveyancing.com.au
Phone number	82513758
Details of the property requested	
Property address	10 Chisholm Court, Golden Grove
Registered proprietor	Ryan & Corinna Smith
Certificate of title: Volume / Folio	5382/639
Assessment number	
Please select the type of search you require	Full search - \$60 - CT required
Search type cost	\$60.00
Upload your certificate of title for your rates only search	

Upload your certificate of title	20200129000693_RegisterSearch_CT_5382_639_4.pdf
Request another search	No
Details of second property request	
Property address (request 2)	
Registered proprietor (request 2)	
Certificate of title: Volume / Folio (request 2)	
Assessment number (request 2)	
Please select the type of search you require for your second search	
second request cost	
Upload your certificate of title for your second request	
Upload your certificate of title for your second request - rates only	
Request a third search	
Details of third property request	
Property address (request 3)	
Registered proprietor (request 3)	
Certificate of title: Volume / Folio (request 3)	
Assessment number (request 3)	
Please select the type of search you require for your third search	
Upload your certificate of title for your third request	
third calculation addition	
third calculation	
Payment	
GST code	T605 - GST25 - Supply- Exempt Taxes, Fees & Charges
Total Calculation	\$60.00
Search payment	Transaction ID: 798411 Amount: \$60.00 Payment gateway: Production SecurePay - SecurePay



Product Register Search (CT 5382/639)
 Date/Time 29/01/2020 08:51AM
 Customer Reference
 Order ID 20200129000693

REAL PROPERTY ACT, 1986



South Australia

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



Certificate of Title - Volume 5382 Folio 639

Parent Title(s) CT 4334/64
 Creating Dealing(s) CONVERTED TITLE
 Title Issued 04/12/1996 Edition 4 Edition Issued 03/02/2009

Estate Type

FEE SIMPLE

Registered Proprietor

RYAN HEATH SMITH
 CORINNA KAY VERWEY
 OF 10 CHISHOLM COURT GOLDEN GROVE SA 5125
 AS JOINT TENANTS

Description of Land

ALLOTMENT 95 DEPOSITED PLAN 25392
 IN THE AREA NAMED GOLDEN GROVE
 HUNDRED OF YATALA

Easements

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

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

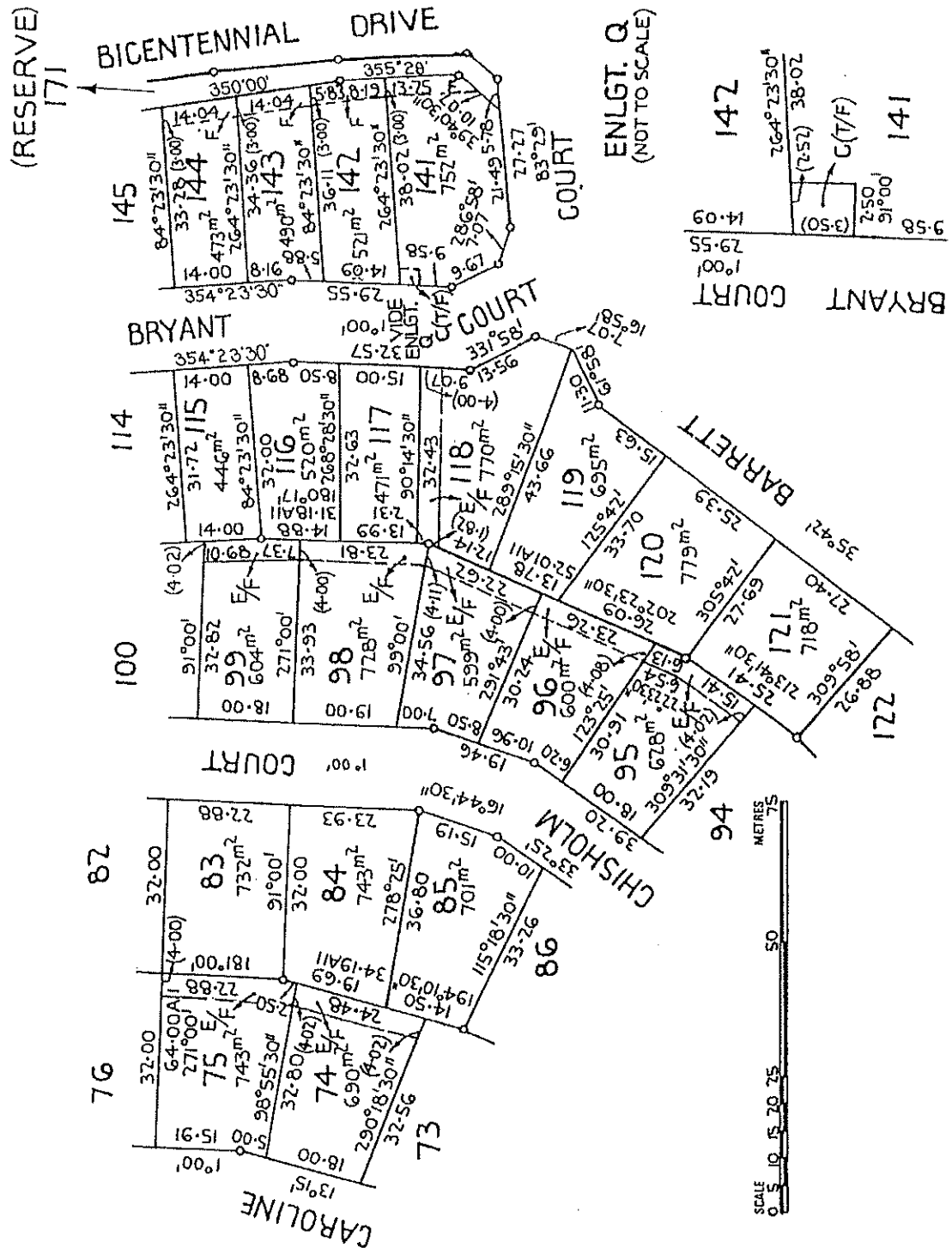
Schedule of Dealings

Dealing Number	Description
6935914	ENCUMBRANCE TO SOUTH AUSTRALIAN URBAN PROJECTS AUTHORITY (SINGLE COPY ONLY)
11099592	MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

Notations

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

Register Search (CT 5382/639)
29/01/2020 08:51AM
20200129000693



Property Interest Report

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

Title Reference	CT 5382/639	Reference No. 1450454
Registered Proprietors	R H*SMITH & ANR	Prepared 29/01/2020 08:51
Address of Property	10 CHISHOLM COURT, GOLDEN GROVE, SA 5125	
Local Govt. Authority	CITY OF TEA TREE GULLY	
Local Govt. Address	PO BOX 571 MODBURY SA 5092	

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 the Consumer & Business Services between 8:30 am and 5:00 pm on 131 882 or via their website www.cbs.sa.gov.au

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

1. General

1.1	Mortgage of land	Refer to the Certificate of Title
1.2	Easement (whether over the land or annexed to the land) Note--"Easement" includes rights of way and party wall rights	Refer to the Certificate of Title
1.3	Restrictive covenant	Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance
1.4	Lease, agreement for lease, tenancy agreement or licence (The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)	Refer to the Certificate of Title also Contact the vendor for these details
1.5	Caveat	Refer to the Certificate of Title
1.6	Lien or notice of a lien	Refer to the Certificate of Title

2. Aboriginal Heritage Act 1988

2.1	section 9 - Registration in central archives of an Aboriginal site or object	Aboriginal Heritage Branch in Aboriginal Affairs and Reconciliation Division in DPC 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 an area surrounding a site	Aboriginal Heritage Branch in Aboriginal Affairs and Reconciliation Division in DPC has no record of any direction affecting this title
2.3	Part 3 Division 6 - Aboriginal heritage agreement	Aboriginal Heritage Branch in Aboriginal Affairs and Reconciliation Division in DPC has no record of any agreement affecting this title also Refer to the Certificate of Title

3. Crown Rates and Taxes Recovery Act 1945

3.1	section 5 - Notice requiring payment	Land Administration Branch in DEWNR has no record of any notice affecting this title
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4. *Development Act 1993*

4.1 Part 3 - Development Plan

Contact the Local Government Authority for the title or other brief description of the zone or policy area in which the land is situated

also

Heritage Branch in DEWNR 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

Contact the Local Government Authority for other details that might apply on any Development Plan Amendment Reports

also

Department of Planning, Transport and Infrastructure has no record of a Ministerial Development Plan Amendment affecting this title

The Minister is proposing to revoke all Development Plans within South Australia and replace them with The Planning and Design Code (the Code). The Code is the cornerstone of South Australia's new planning system, and will become the single source of planning policy for assessing development applications across the state. The Code will replace all South Australian Development Plans by mid-2020.

The purpose of this is to make the planning process quicker, simpler and more equitable than ever before, affording South Australian's greater access to planning information that is consistent and clear. This in turn will help the community to navigate the planning system when building a house, developing a business, or progressing large commercial developments.

Phase 2 covers the majority of Regional Councils. The content in Phase Two of the Planning and Design Code is applicable to regional Councils that do not incorporate a town or settlement with a population of more than 10,000 people, where limited urban policy would apply. Phase 2 is on consultation from 1 October 2019 for a period of 8 weeks.

Phase 3 covers all Metro Councils, remaining Regional Councils and Metro Coastal Waters.

Phase Three is applicable to Greater Adelaide Councils and Regional Councils that incorporate a town or settlement with a population over 10,000 people where urban policy would apply. Phase 3 is on consultation from 1 October 2019 for a period of 22 weeks.

Further information on the Planning and Design Code is available on the SA Planning Portal.

www.saplanningportal.sa.gov.au/planning_reforms/new_planning_tools/planning_and_design_code

Or call 1800 752 664 (Option 4): Planning Reform and Rezoning

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

State Commission Assessment Panel in the Department of Planning, Transport and Infrastructure 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

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

State Commission Assessment Panel in the Department of Planning, Transport and Infrastructure 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

4.4	section 50(2) - Agreement to vest land in a council or the Crown to be held as open space	State Commission Assessment Panel in the Department of Planning, Transport and Infrastructure 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
4.5	section 55 - Order to remove or perform work	State Commission Assessment Panel in the Department of Planning, Transport and Infrastructure has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
4.6	section 56 - Notice to complete development	State Commission Assessment Panel in the Department of Planning, Transport and Infrastructure has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
4.7	section 57 - Land management agreement	Refer to the Certificate of Title
4.8	section 60 - Notice of intention by building owner	Contact the vendor for these details
4.9	section 69 - Emergency order	State Commission Assessment Panel in the Department of Planning, Transport and Infrastructure has no record of any order affecting this title also Contact the Local Government Authority for other details that might apply
4.10	section 71 - Fire safety notice	Building Fire Safety Committee in the Department of Planning, Transport and Infrastructure has no record of any notice affecting this title
4.11	section 84 - Enforcement notice	State Commission Assessment Panel in the Department of Planning, Transport and Infrastructure 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
4.12	section 85(6), 85(10) or 106 - Enforcement order	State Commission Assessment Panel in the Department of Planning, Transport and Infrastructure 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
4.13	Part 11 Division 2 - Proceedings	Contact the Local Government Authority for other details that might apply also Contact the vendor for these details

5. Repealed Act conditions

5.1	Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1966</i> (repealed)	State Commission Assessment Panel in the Department of Planning, Transport and Infrastructure has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
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6. Emergency Services Funding Act 1998

6.1	section 16 - Notice to pay levy	An Emergency Services Levy Certificate will be forwarded. If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on 1300 366 150, fax (08) 8207 2100. Clients who have misplaced or not received their certificates and are RevNet users should log into RevNet and reprint their certificates www.revnet.sa.gov.au
-----	---------------------------------	---

7. *Environment Protection Act 1993*

- | | | |
|------|---|---|
| 7.1 | 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 |
| 7.2 | 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 |
| 7.3 | 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 |
| 7.4 | 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 |
| 7.5 | 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 |
| 7.6 | 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 |
| 7.7 | 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 |
| 7.8 | 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 |
| 7.9 | 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 |
| 7.10 | 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 |

8. *Fences Act 1975*

- | | | |
|-----|---|--------------------------------------|
| 8.1 | section 5 - Notice of intention to perform fencing work | Contact the vendor for these details |
|-----|---|--------------------------------------|

9. *Fire and Emergency Services Act 2005*

- | | | |
|-----|---|---|
| 9.1 | section 105F - (or section 56 or 83 (repealed)) - Notice to take action to prevent outbreak or spread of fire | Contact the Local Government Authority for other details that might apply
Where the land is outside a council area, contact the vendor |
|-----|---|---|

10. *Food Act 2001*

- | | | |
|------|---------------------------------|--|
| 10.1 | section 44 - Improvement notice | Public Health in DH has no record of any notice or direction affecting this title

also

Contact the Local Government Authority for other details that might apply |
| 10.2 | section 46 - Prohibition order | Public Health in DH has no record of any order or direction affecting this title

also

Contact the Local Government Authority for other details that might apply |

11. *Fruit and Plant Protection Act 1992 (repealed)*

- | | | |
|------|---|--|
| 11.1 | section 14 or 15 - Notice or order concerning disease | Land & Biodiversity Services in DEWNR has no record of any notice or order affecting this title

also

Plant Health in PIRSA has no record of any notice or order affecting this title |
|------|---|--|

12. *Ground Water (Qualco-Sunlands) Control Act 2000*

12.1	Part 6 - risk management allocation	Qualco Sunlands Ground Water Control Trust has no record of any allocation affecting this title
12.2	section 56 - Notice to pay share of Trust costs, or for unauthorised use of water, in respect of irrigated property	Resource Allocation in DEWNR has no record of any notice affecting this title
13.	<i>Heritage Places Act 1993</i>	
13.1	section 14(2)(b) - Registration of an object of heritage significance	Heritage Branch in DEWNR has no record of any registration affecting this title
13.2	section 17 or 18 - Provisional registration or registration	Heritage Branch in DEWNR has no record of any registration affecting this title
13.3	section 30 - Stop order	Heritage Branch in DEWNR has no record of any stop order affecting this title
13.4	Part 6 - Heritage agreement	Heritage Branch in DEWNR has no record of any agreement affecting this title also Refer to the Certificate of Title
13.5	section 38 - "No development" order	Heritage Branch in DEWNR has no record of any "No development" order affecting this title
14.	<i>Highways Act 1926</i>	
14.1	Part 2A - Establishment of control of access from any road abutting the land	Transport Services Division in DPTI has no record of any registration affecting this title
15.	<i>Housing Improvement Act 1940</i>	
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 in Housing SA in DCSI has no record of any notice or declaration affecting this title
16.	<i>Land Acquisition Act 1969</i>	
16.1	section 10 - Notice of intention to acquire	Refer to the Certificate of Title for any notice of intention to acquire
17.	<i>Land Tax Act 1936</i>	
17.1	Notice, order or demand for payment of land tax	A Land Tax Certificate will be forwarded. If you do not receive the certificate within four (4) working days, please contact the RevenueSA Customer Contact Centre on (08) 8204 9870, fax (08) 8207 2100. Clients who have misplaced or not received their certificates and are RevNet users should log into RevNet and reprint their certificates www.revnet.sa.gov.au
18.	<i>Local Government Act 1934</i>	
18.1	Notice, order, declaration, charge, claim or demand given or made under the Act	Contact the Local Government Authority for other details that might apply
19.	<i>Local Government Act 1999</i>	
19.1	Notice, order, declaration, charge, claim or demand given or made under the Act	Contact the Local Government Authority for other details that might apply
20.	<i>Metropolitan Adelaide Road Widening Plan Act 1972</i>	
20.1	section 6 - Restriction on building work	Transport Services Division in DPTI has no record of any restriction affecting this title
21.	<i>Mining Act 1971</i>	
21.1	Mining tenement (other than an exploration licence)	Mineral Tenements in PIRSA has no record of any mining tenement affecting this title
21.2	section 9AA - Agreement or order to waive exemption from mining operations	Contact the vendor for these details

- | | | |
|------|---|---|
| 21.3 | section 58(a) or 59(8)(b) - Agreement authorising mining operator to enter land or use declared equipment on land | Contact the vendor for these details |
| 21.4 | section 61 - Agreement or order to pay compensation for mining operations | Contact the vendor for these details |
| 21.5 | Proclamation with respect to a private mine | Mineral Tenements in PIRSA has no record of any proclamation affecting this title |

22. *Native Vegetation Act 1991*

- | | | |
|------|---|--|
| 22.1 | Part 4 Division 1 - Heritage agreement | Native Vegetation & Biodiversity Management Unit in DEWNR has no record of any agreement affecting this title

also

Refer to the Certificate of Title |
| 22.2 | Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation | Native Vegetation & Biodiversity Management Unit in DEWNR has no record of any refusal or condition affecting this title |

23. *Natural Resources Management Act 2004*

- | | | |
|-------|---|--|
| 23.1 | section 97 - Notice to pay levy in respect of costs of regional NRM board | Regional NRM board has no record of any notice affecting this title |
| 23.2 | section 105 - Notice to pay levy in respect of right to take water or taking of water | Customer & Corporate Services in DEWNR has no record of any notice affecting this title |
| 23.3 | section 115 - Notice declaring a penalty | Regional NRM board has no record of any notice affecting this title |
| 23.4 | section 123 - Notice to prepare an action plan for compliance with general statutory duty | Regional NRM board has no record of any notice affecting this title

also

DEWNR has no record of any notice affecting this title |
| 23.5 | section 130 - Notice to rectify effects of unauthorised activity | Regional NRM board has no record of any notice affecting this title

also

DEWNR has no record of any notice affecting this title |
| 23.6 | section 131 - Notice to maintain watercourse or lake in good condition | Regional NRM board has no record of any notice affecting this title

also

DEWNR has no record of any notice affecting this title |
| 23.7 | section 132 - Notice restricting the taking of water or directing action in relation to the taking of water | DEWNR has no record of any notice affecting this title |
| 23.8 | section 134 - Notice to remove or modify a dam, embankment, wall or other obstruction or object | DEWNR has no record of any notice affecting this title |
| 23.9 | section 135 - Condition (that remains in force) of a permit | Regional NRM board has no record of any notice affecting this title

also

Resource Allocation in DEWNR has no record of any notice affecting this title |
| 23.10 | section 145 - Notice to take remedial or other action in relation to a well | Regional NRM board has no record of any notice affecting this title |
| 23.11 | section 181 - Notice of instruction as to keeping or management of animal or plant | Regional NRM board has no record of any notice affecting this title |
| 23.12 | section 183 - Notice to prepare an action plan for the destruction or control of animals or plants | Regional NRM board has no record of any notice affecting this title

also

Contact the Local Government Authority for other details that might apply |

- | | | |
|-------|--|--|
| 23.13 | section 185 - Notice to pay costs of destruction or control of animals or plants on road reserve | Regional NRM board has no record of any notice affecting this title
also
Contact the Local Government Authority for other details that might apply |
| 23.14 | section 187 - Notice requiring control or quarantine of animal or plant | Regional NRM board has no record of any notice affecting this title
also
Contact the Local Government Authority for other details that might apply |
| 23.15 | section 193 - Protection order to secure compliance with specified provisions of the Act | Regional NRM board has no record of any order affecting this title |
| 23.16 | section 195 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act | Regional NRM board has no record of any order affecting this title |
| 23.17 | section 197 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act | Regional NRM board has no record of any authorisation affecting this title |

24. *Phylloxera and Grape Industry Act 1995*

- | | | |
|------|--|---|
| 24.1 | 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 |
|------|--|---|

25. *Plant Health Act 2009*

- | | | |
|------|---|---|
| 25.1 | section 8 or 9 - Notice or order concerning pests | Plant Health in PIRSA has no record of any notice or order affecting this title |
|------|---|---|

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

- | | | |
|------|---|--|
| 26.1 | Part 3 - Notice | Public Health in DH has no record of any notice or direction affecting this title
also
Contact the Local Government Authority for other details that might apply |
| 26.2 | <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 DH has no record of any condition affecting this title
also
Contact the Local Government Authority for other details that might apply |
| 26.3 | <i>Public and Environmental Health (Waste Control) Regulations 2010</i> (revoked) regulation 19 - Maintenance order (that has not been complied with) | Public Health in DH has no record of any order affecting this title
also
Contact the Local Government Authority for other details that might apply |

27. *Sewerage Act 1929 (repealed)*

- | | | |
|------|---|---|
| 27.1 | Notice, order or demand for payment of sewerage rates, other amounts payable or other requirements made under the Act | 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 |
|------|---|---|

28. *South Australian Public Health Act 2011*

- | | | |
|------|--|---|
| 28.1 | section 66 - Direction or requirement to avert spread of disease | Public Health in DH has no record of any direction or requirement affecting this title |
| 28.2 | section 92 - Notice | Public Health in DH has no record of any notice affecting this title
also
Contact the Local Government Authority for other details that might apply |

- 28.3 *South Australian Public Health (Wastewater) Regulations 2013* Part 4 - Condition (that continues to apply) of an approval
- Public Health in DH has no record of any condition affecting this title
- also

Contact the Local Government Authority for other details that might apply

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

- 29.1 section 23 - Notice of contribution payable
- Infrastructure and Business in DEWNR has no record of any notice affecting this title

30. *Water Industry Act 2012*

- 30.1 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 DSD 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.

31. *Water Resources Act 1997*

- 31.1 section 18 (repealed) - Condition (that remains in force) of a permit
- Customer & Corporate Services in DEWNR has no record of any condition affecting this title
- 31.2 section 125 (or a corresponding previous enactment) - Notice to pay levy
- Customer & Corporate Services in DEWNR has no record of any notice affecting this title

32. *Waterworks Act 1932 (repealed)*

- 32.1 Notice, order or demand for payment of water rates, other amounts payable or other requirements made under the Act
- 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**

33. *Other charges*

- 33.1 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

Other Particulars

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

- | | | |
|----|---|---|
| 1. | Particulars of transactions in last 12 months | Contact the vendor for these details |
| 2. | Particulars relating to community lot (including strata lot) or development lot | Enquire directly to the Secretary or Manager of the Community Corporation |
| 3. | Particulars relating to strata unit | Enquire directly to the Secretary or Manager of the Strata Corporation |
| 4. | Particulars of building indemnity insurance | Contact the vendor for these details
also
Contact the Local Government Authority |
| 5. | Particulars relating to asbestos at workplaces | Contact the vendor for these details |
| 6. | Particulars relating to court or tribunal process | Contact the vendor for these details |
| 7. | Particulars relating to land irrigated or drained under Irrigation Acts | SA Water will arrange for a response to this item where applicable |
| 8. | Particulars relating to environment protection | Contact the vendor for details of item 2
also
EPA (SA) has no record of any particulars relating to items 3, 4 or 5 affecting this title
also
Contact the Local Government Authority for information relating to item 6 |
| 9. | 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 Commission Assessment Panel refusal | No recorded State Commission Assessment Panel 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 in DPC has no record affecting this title |
| 8. | Gravesites (<i>Burial and Cremation Act 2013</i>) | Births, Deaths and Marriages in AGD has no record of any gravesites relating to this title
also contact the vendor for these details |
| 9. | Dog Fence (<i>Dog Fence Act 1946</i>) | Dog Fence Board has no current record of Dog Fence rates relating to this title |
| 10. | Pastoral Board (<i>Pastoral Land Management and Conservation Act 1989</i>) | The Pastoral Board has no current interest in this title |
| 11. | Heritage Branch DEWNR (<i>Heritage Places Act 1993</i>) | Heritage Branch in DEWNR has no record of any World, Commonwealth or National Heritage interest affecting this title |
| 12. | Health Protection Programs – Department for Health and Ageing | Health Protection Programs in the Department for Health and Ageing has no record of a public health issue that currently applies to this title. |

Notices

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

Electricity Infrastructure - Building Restrictions and Statutory Easements

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 DMITRE for further details.

Statutory easements

Separate from the above 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 provide these 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 telecommunications cables or equipment that may be incorporated in, or attached to, their equipment (Clause 2 of Schedule 1 of the *Electricity Corporations (Restructuring and Disposal) Act 1999*; section 48A of the *Electricity Act 1996*).

A statutory easement is not generally registered on the title for the land.

To avoid risking injury and damage, it is recommended that the location of underground services be confirmed by telephoning Dial-Before-You-Dig on 1100.

For further clarification on these matters, please contact SA Power Networks' Real Estate Branch on telephone 8404 5897 or 8404 5894.

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.

Natural Resources Management Act 2004

Water Resources Management - Taking of underground water

Under the provisions of the *Natural Resources Management Act 2004*, 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 contact the Department on the telephone number 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 Specifications for well construction, modification and abandonment in South Australia

Further information may be obtained by contacting the Department of Water, Land and Biodiversity Conservation, Level 1 Grenfell Centre, 25 Grenfell Street, Adelaide or on telephone 8463 6898.



Product
Date/Time
Customer Reference
Order ID

Check Search
29/01/2020 08:51AM
20200129000693

Certificate of Title

Title Reference: CT 5382/639
Status: CURRENT
Edition: 4

Dealings

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

Priority Notices

NIL

Registrar-General's Notes

No Registrar-General's Notes exist for this title



Product
Date/Time
Customer Reference
Order ID

Title and Valuation Package
29/01/2020 08:51AM
20200129000693

Certificate of Title

Title Reference CT 5382/639
Status CURRENT
Easement YES
Owner Number 14886009
Address for Notices 10 CHISHOLM CT GOLDEN GROVE 5125
Area 628M² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

RYAN HEATH SMITH
CORINNA KAY VERWEY
OF 10 CHISHOLM COURT GOLDEN GROVE SA 5125
AS JOINT TENANTS

Description of Land

ALLOTMENT 95 DEPOSITED PLAN 25392
IN THE AREA NAMED GOLDEN GROVE
HUNDRED OF YATALA

Last Sale Details

Dealing Reference TRANSFER (T) 11099591
Dealing Date 09/01/2009
Sale Price \$387,000
Sale Type TRANSFER FOR FULL MONETARY CONSIDERATION

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
ENCUMBRANCE	6935914	SOUTH AUSTRALIAN URBAN PROJECTS AUTHORITY
MORTGAGE	11099592	COMMONWEALTH BANK OF AUSTRALIA

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
2832345000	CURRENT	10 CHISHOLM COURT, GOLDEN GROVE, SA 5125



Product
Date/Time
Customer Reference
Order ID

Title and Valuation Package
29/01/2020 08:51AM
20200129000693

Notations

Dealings Affecting Title

NIL

Notations on Plan

NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	2832345000
Type	Site & Capital Value
Date of Valuation	01/01/2019
Status	CURRENT
Operative From	01/07/1989
Property Location	10 CHISHOLM COURT, GOLDEN GROVE, SA 5125
Local Government	TEA TREE GULLY
Owner Names	RYAN HEATH SMITH CORINNA KAY VERWEY
Owner Number	14886009
Address for Notices	10 CHISHOLM CT GOLDEN GROVE 5125
Zone / Policy / Precinct	R - Residential\15 - Golden Grove Residential\
Water Available	Yes
Sewer Available	Yes
Land Use	1100 - House
Description	8H CP
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
D25392 ALLOTMENT 95	CT 5382/639

Values



Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$290,000	\$445,000			
Previous	\$290,000	\$430,000			

Building Details

Valuation Number	2832345000
Building Style	Conventional
Year Built	1991
Building Condition	Very Good
Wall Construction	Brick
Roof Construction	Galvanised Iron
Equivalent Main Area	190 sqm
Number of Main Rooms	8



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: 1450454

KEY CONVEYANCING SERVICES
PO BOX 1425
GOLDEN GROVE SA 5125

DATE OF ISSUE

29/01/2020

ENQUIRIES:

Tel: (08) 8207 2111

Email: revsaesl@sa.gov.au

OWNERSHIP NUMBER

14886009

OWNERSHIP NAME

R H SMITH & C K VERWEY

PROPERTY DESCRIPTION

10 CHISHOLM CT / GOLDEN GROVE SA 5125 / LT 95

ASSESSMENT NUMBER

2832345000

TITLE REF.

(A "+" indicates multiple titles)

CT 5382/639

CAPITAL VALUE

\$445,000.00

AREA / FACTOR

R4
1.000

LAND USE / FACTOR

RE
0.400

LEVY DETAILS:

FINANCIAL YEAR

2019-2020

FIXED CHARGE

+ VARIABLE CHARGE

- REMISSION

- CONCESSION

+ ARREARS / - PAYMENTS

= AMOUNT PAYABLE

\$ 50.00
\$ 225.50
\$ 151.10
\$ 0.00
\$ -124.40
\$ 0.00

Please Note:

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

EXPIRY DATE

28/04/2020



**Government of
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

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

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

Online at:

OR

By Post to:

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001



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: 1450454

DATE OF ISSUE

29/01/2020

KEY CONVEYANCING SERVICES
PO BOX 1425
GOLDEN GROVE SA 5125

ENQUIRIES:

Tel: (08) 8204 9870
Email: landtax@sa.gov.au

OWNERSHIP NUMBER

14886009

OWNERSHIP NAME

R H SMITH & C K VERWEY

PROPERTY DESCRIPTION

10 CHISHOLM CT / GOLDEN GROVE SA 5125 / LT 95

ASSESSMENT NUMBER

2832345000

TITLE REF.

(A "+" indicates multiple titles)

CT 5382/639

TAXABLE SITE VALUE

\$290,000.00

AREA

0.0628 HA

TAX DETAILS:

CURRENT TAX

\$

0.00

SINGLE HOLDING

\$

0.00

FINANCIAL YEAR

2019-2020

+ ARREARS / - PAYMENTS

\$

0.00

= AMOUNT PAYABLE

\$

0.00

Please Note:

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

ON OR BEFORE

28/04/2020

See overleaf for further information



Government of
South Australia

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

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

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 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.

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

For more information:

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

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

Online at:

OR

By Post to:

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001

Government
of South AustraliaSouth Australian Water Corporation
250 Victoria Square, Adelaide SA 5000
Telephone enquiries: 1300 650 950ABN 69 336 525 019
EPIC.sawater.com.au

Account Number 28 32345 00 0	L.T.O Reference CT5382639	Date of issue 29/1/2020	Agent No. 7986	Receipt No. 1450454
--	------------------------------	----------------------------	-------------------	------------------------

KEY CONVEYANCING SERVICES
PO BOX 1425
GOLDEN GROVE VILLAGE SA 5125
admin@keyconveyancing.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: RH SMITH & C VERWEY
Location: 10 CHISHOLM CT GOLDEN GROVE LT 95
Description: 8H CP **Capital Value:** \$ 445 000
Rating: Residential

Periodic charges

Raised in current years to 31/3/2020

			\$
		Arrears as at: 30/6/2019	0.00
Water main available:	1/10/1989	Water rates	226.20
Sewer main available:	1/10/1990	Sewer rates	319.08
		Water use	1,004.45
		SA Govt concession	0.00
		Recycled Water Use	0.00
		Service Rent	0.00
		Recycled Service Rent	0.00
		Other charges	8.00
		Goods and Services Tax	0.00
		Amount paid	1,378.65CR
		Balance outstanding	179.08

Degree of concession: 00.00%
 Recovery action taken: ACCOUNT SENT

Next quarterly charges: Water supply: 75.40 Sewer: 106.36 Bill: 1/4/2020

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

The last Water Use Year ended on 28/05/2019.

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



South Australian Water Corporation
250 Victoria Square, Adelaide SA 5000
Telephone enquiries: 1300 650 950

ABN 69 336 525 019
EPIC.sawater.com.au

South Australian Water Corporation

Name: RH SMITH & C VERWEY	Water & Sewer Account Acct. No.: 28 32345 00 0	Amount: _____
Address: 10 CHISHOLM CT GOLDEN GROVE LT 95	Water Mains Contribution Acct. No.:	Amount: _____
	Sewer Mains Contribution Acct. No.:	Amount: _____

6935914

PREFIX

E

No.

**SINGLE COPY ONLY****4**

SERIES No.

TO BE COMPLETED BY AGENT

NOTES

1. All panels to be completed. If insufficient space use Annexure Form B1. The panel should then only contain the words "See Annexure A" (or as the case may be) attached.
2. State whether the whole or portion only of the land comprised in the Certificate of Title. (If portion only, describe precisely).
3. Insert "estate in fee simple", estate as Crown Lessee. (As the case may be).
4. List encumbrances which effect the estate being mortgaged only.
5. If address and/or occupation has changed, identify as "formerly".
6. If tenants in common in unequal shares, then specify.
7. If an executing party is a natural person, execution should read "SIGNED by the encumbrancer in the presence of". The witness must be a disinterested person. If an executing party is a body corporate, execution must conform to any prescribed formalities relating to the affixing of the common seal.
8. The short form of proof is applicable where the witness is an authorised functionary.
9. The long form of proof is applicable where the witness is not an authorised functionary. The address and occupation of the witness must be stated.

REGISTRAR-GENERAL'S OFFICE

SOUTH AUSTRALIA

MEMORANDUM OF ENCUMBRANCE

FORM APPROVED BY THE REGISTRAR-GENERAL

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT, 1886

(SIGNED)

E.P. Warburton — Licensed Land Broker

DELFIN REALTY PTY. LTD.

22 JUN 1990	TIME 11:55
FEES	\$
R.G.O.	41-00
POSTAGE	
ADVERTISING	
NEW C.T. TO ISSUE	

OFFICE NOTES:

22JUN1990 010125870L.T.O.

41,00

BELOW THIS LINE FOR OFFICE USE ONLY**EXAMINATION**

CORRECTION		PASSED
O.D.R. No.		EXAMINER TO INITIAL
REFERRED	RETURNED	

REGISTERED ON **21.8.1990** AT **15.00**
 BY ENTRY OF A MEMORIAL OF THIS INSTRUMENT IN THE
 REGISTER BOOK. VOL. **4334** FOLIO **64**

REGISTRAR-GENERAL.

ITEM(S) DELIVERED—POSTED

IN ACCORDANCE WITH DELIVERY INSTRUCTIONS

ITEM	AGENT/RGO BOX No.	DELIVERY DATE	*POSTAGE DATE	INITIALS
1				
2				
3				
4				
5				

BELOW THIS LINE FOR AGENT USE ONLYLodged by:
Address:

DELFIN REALTY PTY. LTD.
 155 Brebner Drive
 West Lakes 5021

DRPL

Correction to

DELFIN REALTY PTY. LTD.

DRPL

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

1.....	} Received items No.
2.....	
3.....	
4.....	
5.....	} Assessor

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

1.....
2.....
3.....
4.....
5.....

DELIVERY INSTRUCTIONS:

PLEASE DELIVER THE FOLLOWING ITEM(S)
 TO THE UNDERMENTIONED AGENT(S)

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

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

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

AGENTS
 INITIALS

COVENANTS cont.

becoming aware that the said land has been advertised (and a certificate under the hand of a manager or secretary or other senior officer of the Trust shall be conclusive evidence of such date) with settlement to be effected within two calendar months of the exercise of the option.

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

PROVIDED ALWAYS THAT

1. The Trust may from time to time in its absolute discretion modify waive or release any of the covenants and other stipulations herein contained or implied.

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

In this instrument:

- (1) Unless repugnant to the context words importing any particular gender shall include all other genders and words importing the singular number shall include the plural and vice versa;
- (2) The expression "the encumbrancer" includes the registered proprietor for the time being of the said land;
- (3) If there shall be more than one person responsible hereunder as the encumbrancer or as a successor in title to the encumbrancer, the liability of all such persons shall be both joint and several.

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

DATED the 21st day of June 1990.

SIGNED by the said encumbrancer in the presence of:


S. K. JONES

EXECUTION AND
ATTESTATION
(See Note 7)

SHORT FORM OF
PROOF
(See Note 8)

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

(SIGNED)

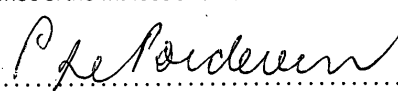
Appeared before me at West Lakes the 6th day of June 1990
CHRISTINE WULF of 11 Stagg Drive West Lakes 5021 Land Brokers Assistant

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

LONG FORM OF
PROOF
(See Note 9)

(SIGNED)

PETER LEPODEVIN


PETER LEPODEVIN
PAUL ANNE LUK MARGAR
WEST LAKES, SA.

COVENANTS cont.

3. (1) That no building or structure (including a fence or wall of any nature whatsoever) will be erected or made on in or over the said land or any part thereof unless sketch plans and a schedule of materials sufficient to outline the building or structure have received the prior written approval of the Trust.

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

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

(4) That no external flood lights or spotlights or any lights illuminating any pool or tennis court or other similar enclosure will be erected on the said land or any part thereof without the prior written approval of the Trust.

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

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

5. That the said land will not be divided.

BN 6. If the construction of a dwelling approved by the Trust in accordance with Clause 3 (1) hereof is not commenced within thirty calendar months from the date hereof or such further time as the Trust may advise the encumbrancer, the encumbrancer will, at the request of the Trust, made within two calendar months of the expiration of the said thirty calendar months (or the said further time as the case may be) transfer to the Trust or its nominee twenty eight days after the date of such request (which is hereinafter referred to as "the date of transfer") an estate in fee simple in the said land subject only to this encumbrance for such price (not being less than \$ 31,050.00 *BN*) as the Trust may in its sole discretion determine and will execute a Memorandum of Transfer of the said land submitted to the encumbrancer by the Trust in a form registerable under the Real Property Act 1886 as amended and return the same to the Trust on or prior to the date of transfer together with the duplicate Certificate of Title for the said land. Rates and taxes and all other outgoings in respect of the said land will be adjusted to the date of transfer and all costs associated with the said Memorandum of Transfer shall be borne by the Trust or its nominee. The said consideration shall be payable to the encumbrancer on delivery to the Trust of the said Memorandum of Transfer and duplicate Certificate of Title for the said land.

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

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

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

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

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

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

(g) If the encumbrancer shall advertise or cause or permit the said land to be advertised for sale before a dwelling approved by the Trust in accordance with Clause 3 (1) hereof has been completed upon the said land or the Trust has declined an offer to purchase the said land pursuant to sub-clause (c) hereof the Trust shall have the option to purchase the said land at the price referred to in Clause 6 hereof on the same terms and conditions as set out in this Clause, such option to be exercised by notice in writing to be forwarded to the encumbrancer as its last known address within one month of the Trust

MEMORANDUM OF ENCUMBRANCE

The whole of the land comprised in Certificate of Title Register Book
VOLUME 4334 FOLIO 64

DESCRIPTION OF
LAND
(See Note 2)

ESTATE AND INTEREST
(See Note 3)

Estate in fee simple

ENCUMBRANCES
(See Note 4)

Nil


ENCUMBRANCER
(Full name, address
and occupation)
(See Note 5)

SHARON KAYE JONES of care of 51 Tennyson Heights Court Tennyson 5022 Domestic
Engineer

(hereinafter called "the encumbrancer").

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

SOUTH AUSTRALIAN URBAN LAND TRUST of 55 Gawler Place, Adelaide 5000 in the said State (hereinafter
called "the Trust" which expression includes its successors and assigns)

 IN CONSIDERATION of the transfer of the said land to the encumbrancer by the Trust for VALUABLE CONSIDERATION hereby acknowledged to have been received by the encumbrancer from the Trust AND DESIRING TO render the said land available for the purposes of securing to the Trust the rent charge hereinafter mentioned and the performance and observance of the covenants on the part of the encumbrancer hereinafter contained the encumbrancer DOES HEREBY ENCUMBER the said land with the payment to the Trust of the annual sum or yearly rent charge of TEN CENTS (10¢) payable (if demanded by the Trust) on the 1st day of January in each and every year commencing on the 1st day of January next after the execution hereof to the intent that the Trust shall hold the said rent charge in fee simple AND with the performance and observance of the covenants on the part of the encumbrancer hereinafter contained PROVIDED THAT the Trust shall not demand payment of the said rent charge if and so long as the encumbrancer and his successors in title shall duly perform and observe all the covenants and other stipulations hereinafter contained (and the burden of proving such performance and observance shall lie upon the encumbrancer), but none of the foregoing provisions for or in respect of payment of the said annuity or rent charge shall in any way affect or prejudice the rights of the Trust or any other person claiming under the Trust as purchaser of any part or parts of the Development Zone to an injunction to prevent or restrain any breach of the covenants and other stipulations hereinafter contained or to damages for any such breach.

The encumbrancer for himself and his successors in title HEREBY COVENANTS with the Trust as proprietor of and with all other persons claiming under the Trust as purchasers of any part or parts of the Development Zone more particularly delineated in the plan deposited in the General Registry Office numbered 177 of 1989 (hereinafter called the Development Zone) and therein margined red (to the intent that the benefit of such covenants shall be annexed to and devolve with each and every part of the Development Zone other than the land hereby encumbered) as follows:—

1. That the said land will not be used for any purpose nor will any part of the said land be used for any purpose unless such use shall be a use contemplated by the planning regulations from time to time in force affecting the said land as being permitted (either unconditionally or subject to consent of the local Council) in an area zoned as a residential zone.
2. That notwithstanding the provisions of clause 1 hereof the said land will not be used for any purpose nor will any part of the said land be used for any purpose unless such use shall be permitted and lawful under and in accordance with the planning regulations from time to time in force and under and in accordance with the conditions of any consent given for or in respect of such by any Council or other authority under such regulations.