

Form 1 - Vendor's statement

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

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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 parentheses below or to the side of the question).

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

Part A—Parties and land

1. Purchaser:

Address:

Street 1: _____

Suburb: _____ State: _____ Postcode: _____

2. Purchaser's registered agent:

Address:

Street 1 _____

~~Suburb: _____ State: _____ Postcode: _____~~

3. Vendor:

ADAM MARK RAFIK GOUGH

Address:

Street 1: UNIT 3 / 4 ERIN STREET

Suburb: QUEANBEYAN State: NSW Postcode: 2620

4. Vendor's registered agent:

EXP Australia Pty Ltd (RLA 300185) ☒

Address:

Street 1: 169 FULLARTON ROAD

Suburb: DULWICH State: SA Postcode: 5065

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)*

Street 1: 7 RED GUM COURT

Suburb: PARAFIELD GARDENS State: SA Postcode: 5107

being the *whole / ~~portion~~ of the land comprised in Certificate of Title

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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:
c/- EXP Australia Pty Ltd (RLA 300185) of Level 3, 169 Fullarton Road, DULWICH SA 5065
(being the vendor's last known address); or
- (c) transmitted by fax or email to the following fax number or email address:
buri.son@expaustralia.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:
c/- EXP Australia Pty Ltd (RLA 300185) of Level 3, 169 Fullarton Road, DULWICH SA 5065
(being *the agent's address for service under the *Land Agents Act 1994* / ~~an address nominated by the agent to you for the purpose of service of the notice~~).

Note:

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

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

5. Effect of service

If you serve such cooling-off notice on the vendor, the contract will be taken to have been rescinded at the time when the notice was served.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

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

Proceeding with the purchase

If you wish to proceed with the purchase:

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

Part C—Statement with respect to required particulars

(section 7(1))

To the purchaser:

~~I/We~~, ADAM MARK RAFIK GOUGH

of UNIT 3/4 ERIN STREET, QUEANBEYAN NSW 2620

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:		Date:	
Signed:		Signed:	
Date:		Date:	
Signed:		Signed:	

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



(section 9)

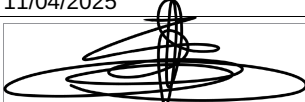
To the purchaser:

I, Rui Li of Athena Enterprises for and on behalf of EXP Australia Pty Ltd (RLA 300185)

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: 11/04/2025

Signed: 

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

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

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

Note:

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

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

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

Table of particulars

Column 1

Column 2

Column 3

(If an item is applicable, ensure that the box for the item is ticked and complete the item.)

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

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

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

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

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

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

1. General

1.1 Mortgage of land

(Note: Do not omit this item. The 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?

YES

Are there attachments?

YES

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

Annexure A - Certificate of Title

Number of mortgage: (if registered)

13469762

Refer Annexure A - Certificate of Title

Name of mortgagee:

WESTPAC BANKING CORPORATION (ACN: 007 457 141)

Refer Annexure A - 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 (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? <i>If YES, identify the attachment(s):</i> <i>(and, if applicable, the part(s) containing the particulars)</i> Annexure D - Property Interest Report (page 13 of Property Interest Report) Description of land subject to easement: Whole of the land comprised in Certificate of Title Volume 6127 Folio 373 Nature of easement: Statutory Easement to South Australia's electricity supply and transmission businesses - refer Annexure D Property Interest Report (page 13 of Property Interest Report) 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? <i>If YES, identify the attachment(s):</i> <i>(and, if applicable, the part(s) containing the particulars)</i> Annexure E - Encumbrance Dealing No. 12143319 Nature of restrictive covenant: Refer Annexure E - Encumbrance Dealing No. 12143319 Name of person in whose favour restrictive covenant operates: Refer Annexure E - Encumbrance Dealing No. 12143319 Does the restrictive covenant affect the whole of the land being acquired? YES If NO, give details: Does the restrictive covenant affect land other than that being acquired? NO	✓ NO YES

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. The 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 any attachments? <i>If YES, identify the attachment(s)</i> <i>(and, if applicable, the part(s) containing the particulars):</i> Annexure A – Certificate of Title Description of land subject to easement: Refer Annexure A – Certificate of Title Nature of easement: SUBJECT TO SERVICE EASEMENT(S) OVER THE LAND MARKED F ON DP 92759 FOR SEWERAGE PURPOSES TO SOUTH AUSTRALIAN WATER CORPORATION (223LG RPA) ☒ NO YES Schedule of 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):
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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)~~

1.5 Caveat

~~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 and address of caveator:

Particulars of interest claimed:

1.6 Lien or notice of a lien

~~Is this item applicable?~~ _____

☐

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

~~Are there attachments?~~

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

Land or other property subject to lien:

Nature of lien:

Name and address of person who has imposed lien or given notice of it:

2. Aboriginal Heritage Act 1988

- 2.1 section 9 - Registration in central archives of an Aboriginal site or object

~~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):~~

~~Particulars of register entry:~~

- 2.2 section 24 - Directions prohibiting or restricting access to, or activities on, a site or an area surrounding a site

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date of notice:~~

~~Site or area to which notice relates:~~

~~Directions (as stated in notice):~~

2.3 Part 3 Division 6 - Aboriginal heritage agreement

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

Date of agreement:

Description of property subject to agreement:

Names of parties:

Terms of agreement:

3. Burial and Cremation Act 2013

3.1 section 8 - Human remains interred on land

~~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):~~

Have human remains been interred on the land that will not be exhumed prior to settlement?

GPS coordinates of the remains:

4. Crown Rates and Taxes Recovery Act 1945

4.1 section 5 - Notice requiring payment

~~Is this item applicable?~~

--	--

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

~~Are there attachments?~~

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

Date of notice:

Land in respect of which Crown rates and taxes are owing:

Year	Percentage
1990	75%
1995	78%
2000	81%
2005	83%
2010	85%

Amount owing (as stated in the notice):

5. Development Act 1993 (repealed)

5.1	section 42 - Condition (that continues to apply) of a development authorisation	Is this item applicable?	☒
		Will this be discharged or satisfied prior to or at settlement?	NO
		Are there attachments?	YES
	(Note - Do not omit this item. This item and its heading must be included in the statement even if not applicable.)	If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Annexure B - Council Search	
		Condition(s) of authorisation:	
		Refer Annexure B - Council Search	

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

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date requirement given:~~

~~Name of body giving requirement:~~

~~Nature of requirement:~~

~~Contribution payable (if any):~~

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

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date of agreement:~~

~~Names of parties:~~

~~Terms of agreement:~~

~~Contribution payable (if any):~~

5.4 section 55 - Order to remove or perform work

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date of order:~~

~~Terms of order:~~

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

~~Amount payable (if any):~~

5.5 section 56 - Notice to complete development

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date of notice:~~

~~Requirements of notice:~~

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

~~Amount payable (if any):~~

5.6 section 57 - Land management agreement

Is this item applicable?

☒

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

NO

Are there attachments?

YES

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

Annexure F - Land Management Agreement Dealing No. 11832238

Date of agreement:

Refer Annexure F - Land Management Agreement Dealing No. 11832238

Names of parties:

Refer Annexure F - Land Management Agreement Dealing No. 11832238

Terms of agreement:

Refer Annexure F - Land Management Agreement Dealing No. 11832238

5.7 section 60 - Notice of intention by building owner

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date of notice:~~

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

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

5.8 section 69 - Emergency order

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date of order:~~

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

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

~~Nature of order:~~

~~Amount payable (if any):~~

5.9 section 71 - Fire safety notice

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date of notice:~~

~~Name of authority giving notice:~~

~~Requirements of notice:~~

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

~~Amount payable (if any):~~

5.10 section 84 - Enforcement notice

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date of notice given:~~

5.10 section 84 - Enforcement notice
(continued)

Name of relevant authority giving notice: _____

Nature of directions contained in notice:

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

Amount payable (if any):

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

~~Is this item applicable?~~ ☐

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

~~Are there attachments?~~

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

~~Date order made:~~

~~Name of court that made order:~~

~~Action number:~~

~~Names of parties:~~

~~Terms of order:~~

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

5.12 Part 11 Division 2 - Proceedings

~~Is this item applicable?~~ ☐

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

~~Are there attachments?~~

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

~~Date of commencement of proceedings:~~

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

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

6. Repealed Act conditions

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

(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)~~

~~Nature of condition(s):~~

7. Emergency Services Funding Act 1998

- 7.1 section 16 - Notice to pay levy

Is this item applicable?

☒

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

YES

Are there attachments?

YES

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

Annexure D - Property Interest Report (Emergency Services Levy Certificate)

Date of notice:

Refer Annexure D

Amount of levy payable:

Refer Annexure D

8. Environment Protection Act 1993

- 8.1 section 59 - Environment performance agreement that is registered in relation to the land

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date of agreement:~~

- 8.2 section 93 - Environment protection order that is registered in relation to the land

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date of issue:~~

~~Compliance date(s) specified in the order:~~

- 8.3 section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date of issue:~~

~~Compliance date(s) specified in the order:~~

- 8.4 section 99 - Clean-up order that is registered in relation to the land

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date of issue:~~

~~Compliance date(s) specified in the order:~~

~~Amount of charge on the land: (if applicable and known)~~

8.5 section 100 - Clean-up
authorisation that is
registered in relation to
the land

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date of issue:~~

~~Amount of charge on the land: (if known)~~

8.6 section 103H - Site
contamination assessment
order that is registered in
relation to the land

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date of issue:~~

~~Compliance date(s) specified in the order:~~

~~Amount of charge on the land: (if applicable and known)~~

8.7 section 103J - Site
remediation order that is
registered in relation to
the land

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date of issue:~~

~~Compliance date(s) specified in the order:~~

~~Amount of charge on the land: (if applicable and known)~~

8.8 section 103N - Notice of declaration of special management area in relation to the land (due to possible existence of site contamination)

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date of notice:~~

~~Date of Gazette in which notice published:~~

~~Description of area or areas to which notice relates:~~

8.9 section 103P - Notation of site contamination audit report in relation to the land

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date of notation:~~

~~**Note:** Site contamination audit reports are kept by the EPA in the public register under section 109 of the *Environment Protection Act 1993*.~~

8.10 section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date of notice:~~

~~Date of Gazette in which notice published:~~

~~Description of the water to which the notice relates:~~

~~Particulars given in the notice of the site contamination affecting the water:~~

9. Fences Act 1975

9.1 section 5 - Notice of intention to perform fencing work

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

Date of notice:

Name and address of person to whom notice was given or from whom notice was received:

Particulars of relevant boundary:

Kind of fence proposed to be constructed or nature of work proposed to be done to existing fence:

Cost or estimated cost of fence or work (as stated in the notice):

Amount sought by proponent from adjoining owner (as stated in the notice):

If there is a cross-notice under section 6, give details of-
(a) the proposals objected to:

(b) the counter-proposals:

10. Fire and Emergency Services Act 2005

- 10.1** section 105F (or section 56 or 83 (repealed)) - Notice to take action to prevent outbreak or spread of fire

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date of notice:~~

~~Person or body who issued notice:~~

~~Requirements of notice (as stated therein):~~

~~Amount payable (if any):~~

11. Food Act 2001

- 11.1** section 44 - Improvement notice

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date of notice:~~

~~Name of authorised officer who served notice:~~

~~Name of authority that appointed officer:~~

~~Requirements of notice:~~

- 11.2** section 46 - Prohibition order

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date of order:~~

~~Name of authority or person who served order:~~

~~Requirements of order:~~

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

12.1 Part 6 - Risk management allocation

~~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):~~

~~Is a waterlogging and salinity risk management allocation attached to the whole or any part of the land?~~

~~If YES, give details of the allocation and the land to which it is attached:~~

12.2 section 56 - Notice to pay share of Trust costs, or for unauthorised use of water, in respect of irrigated property

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date of notice:~~

~~Amount payable (as stated in notice):~~

13. Heritage Places Act 1993

13.1 section 14(2)(b) - Registration of an object of heritage significance

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

Date of registration:

Description and location of object registered:

13.2 section 17 or 18 - Provisional registration or registration

~~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)~~

Description of place registered:

Has the place been designated as a place of geological, palaeontological or speleological significance or archaeological significance?

If YES, give details:

13.3 section 30 - Stop order

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

Date of order:

Terms of order:

13.4 Part 6 - Heritage agreement

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

Date of agreement:

Description of property subject to agreement:

Name of parties:

Terms of agreement:

13.5 section 38 - "No development" order

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

Date of order:

Terms of order:

14. Highways Act 1926

14.1 Part 2A - Establishment of control of access from any road abutting the land

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

Date of establishment of control of access:

Description of boundary of land affected:

15. Housing Improvement Act 1940 (repealed)

- 15.1** section 23 - Declaration that house is undesirable or unfit for human habitation

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

Date of declaration:

Those particulars required to be provided by a council under section 23:

- 15.2** Part 7 (rent control for substandard houses) - Notice or declaration

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

Date of notice or declaration:

Those particulars required to be provided by the housing authority under section 60:

16. Housing Improvement Act 2016

- 16.1** Part 3 Division 1 - Assessment, improvement or demolition orders

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

Date of order:

Those particulars required to be provided by the Minister under section 14 or 15: (if applicable)

16.2 section 22 - Notice to vacate premises

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

Date of notice:

Name of authority that issued the notice:

Date by which the premises must be vacated:

16.3 section 25 - Rent control notice

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

Date of notice:

Maximum rent payable: (per week)

17. Land Acquisition Act 1969

17.1 section 10 - Notice of intention to acquire

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

Date of notice:

Name of Authority who served notice:

Description of land intended to be acquired: (as described in the notice)

18. Landscape South Australia Act 2019

18.1 section 72 - Notice to pay levy in respect of costs of regional landscape board

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date of notice:~~

~~Amount of levy payable:~~

18.2 section 78 - Notice to pay levy in respect of right to take water or taking of water

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date of notice:~~

~~Amount of levy payable:~~

18.3 section 99 - Notice to prepare an action plan for compliance with general statutory duty

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date of notice:~~

~~Name of authority or person that issued notice:~~

~~Requirements of notice: (as specified therein)~~

18.4 section 107 - Notice to rectify effects of unauthorised activity

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

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

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

~~If YES, identify the attachment(s)~~

~~(and, if applicable, the part(s) containing the particulars):~~

Date of notice:

Name of relevant authority that issued notice:

Requirements of notice: (as specified therein)

☐

18.5 section 108 - Notice to maintain watercourse or lake in good condition

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

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

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

~~If YES, identify the attachment(s)~~

~~(and, if applicable, the part(s) containing the particulars):~~

Date of notice:

Name of relevant authority that issued notice:

Requirements of notice: (as specified therein)

☐

18.6 section 109 - Notice restricting the taking of water or directing action in relation to the taking of water

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

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

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

~~If YES, identify the attachment(s)~~

~~(and, if applicable, the part(s) containing the particulars):~~

Date of notice:

Water resource to which notice applies:

Requirements of notice: (as specified therein)

☐

18.7 section 111 - Notice to remove or modify a dam, embankment, wall or other obstruction or object

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

Date of notice:

Requirements of notice: (as specified therein)

18.8 section 112 - Permit (or condition of a permit) that remains in force

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

Date of permit:

Name of relevant authority that granted permit:

Condition(s) of permit:

18.9 section 120 - Notice to take remedial or other action in relation to a well

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

Date of notice:

Location of well:

Requirements of notice: (as specified therein)

18.10 section 135 - Water resource works approval

~~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):~~

~~Details of site where works are authorised:~~

18.11 section 142 - Site use approval

~~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):~~

~~Details of location where water use is allowed:~~

18.12 section 166 - Forest water licence

~~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):~~

~~Details of location of forest to which licence relates:~~

18.13 section 191 - Notice of instruction as to keeping or management of animal or plant

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date of notice:~~

~~Name of authorised officer who issued notice:~~

~~Requirements of notice: (as specified therein)~~

18.14 section 193 - Notice to comply with action order for the destruction or control of animals or plants

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date of notice:~~

~~Name of authorised officer who issued notice:~~

~~Requirements of notice: (as specified therein)~~

18.15 section 194 - Notice to pay costs of destruction or control of animals or plants on road reserve

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date of notice:~~

~~Name of authority that issued notice:~~

~~Amount payable: (as specified in notice)~~

18.16 section 196 - Notice requiring control or quarantine of animal or plant

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date of notice:~~

~~Requirements of notice: (as specified therein)~~

18.17 section 207 - Protection order to secure compliance with specified provisions of the Act

~~Is this item applicable?~~

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

~~Are there attachments?~~

~~If YES, identify the attachment(s)~~

~~(and, if applicable, the part(s) containing the particulars):~~

~~_____~~

~~Date of order:~~

~~_____~~

~~Name of authority or person who issued order:~~

~~_____~~

~~Requirements of order: (as specified therein)~~

~~_____~~

~~_____~~

☐

18.18 section 209 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act

~~Is this item applicable?~~

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

~~Are there attachments?~~

~~If YES, identify the attachment(s)~~

~~(and, if applicable, the part(s) containing the particulars):~~

~~_____~~

~~Date of order:~~

~~_____~~

~~Name of authority or person who issued order:~~

~~_____~~

~~Requirements of order: (as specified therein)~~

~~_____~~

~~_____~~

☐

18.19 section 211 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act

~~Is this item applicable?~~

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

~~Are there attachments?~~

~~If YES, identify the attachment(s)~~

~~(and, if applicable, the part(s) containing the particulars):~~

~~_____~~

~~Date of authorisation:~~

~~_____~~

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

~~_____~~

~~Person authorised to take action:~~

~~_____~~

~~Requirements of authorisation: (as specified therein)~~

~~_____~~

~~_____~~

☐

18.20 section 215 - Orders made by
ERD Court

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

Date of order:

Names of parties:

Requirements of order:

18.21 section 219 - Management
agreements

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

Date of agreement:

Names of parties:

Requirements of Agreement:

18.22 section 235 - Additional orders
on conviction

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

Date of conviction:

Name of court by which conviction is recorded:

Requirements of additional order(s):

19. Land Tax Act 1936

19.1 Notice, order or demand for payment of land tax

Is this item applicable?



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

YES

Are there attachments?

YES

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

Annexure D - Property Interest Report (Land Tax Certificate)

Date of notice, order or demand:

Refer Annexure D

Amount payable (as stated in the notice):

Refer Annexure D

20. Local Government Act 1934 (repealed)

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

Is this item applicable?



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

Are there attachments?

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

Date of notice, order etc:

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

Land subject thereto:

Nature of requirements contained in notice, order etc:

Time for carrying out requirements:

Amount payable (if any):

21. Local Government Act 1999

21.1	Notice, order, declaration, charge, claim or demand given or made under the Act	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? <i>If YES, identify the attachment(s): (and, if applicable, the part(s) containing the particulars)</i> Annexure B - Council Search (Council rates and charges certificate) Date of notice, order etc: Refer Annexure B - Council Search (Council rates and charges certificate) Name of council by which, or person by whom, notice, order etc is given or made: City Of Salisbury Land subject thereto: Whole of the land comprised Certificate of Title Volume 6127 Folio 373 Nature of requirements contained in notice, order etc: rates and other monies which are due and payable to the Council Refer Annexure B - Council Search (Council rates and charges certificate) Time for carrying out requirements: at or prior to settlement Amount payable (if any): (Refer Annexure B Council rates and charges certificate)	☒ YES YES
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22. Local Nuisance and Litter Control Act 2016

22.1	section 30 - Nuisance or litter abatement notice	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? <i>If YES, identify the attachment(s): (and, if applicable, the part(s) containing the particulars)</i> Date of notice: Notice issued by: Nature of requirements contained in notice: Time for carrying out requirements:	☐
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23. Metropolitan Adelaide Road Widening Plan Act 1972

23.1

section 6 - Restriction on building work

Is this item applicable?

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

Are there attachments?

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

Does the restriction apply to all of the land?

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

24. Mining Act 1971

24.1 Mineral tenement (other than an exploration licence)

~~**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)~~

~~Type of tenement:~~

~~Terms of tenement:~~

~~Condition(s) (if any) the tenement is subject to:~~

☐

24.2 section 9AA - Notice, agreement or order to waive exemption from authorised operations

~~**Is this item applicable?**~~
~~**Will this be discharged or satisfied prior to or at settlement?**~~
~~**Are there attachments?**~~
~~If YES, identify the attachment(s):~~
~~(and, if applicable, the part(s) containing the particulars)~~

~~Date of notice, agreement or order:~~

~~Description of land subject to notice, agreement or order:~~

~~Names of parties:~~

~~Period of waiver:~~

~~Terms (and condition(s), if any) of notice, agreement or order:~~

☐

24.3 section 56T(1) - Consent to a change in authorised operations

~~**Is this item applicable?**~~
~~**Will this be discharged or satisfied prior to or at settlement?**~~
~~**Are there attachments?**~~
~~If YES, identify the attachment(s):~~
~~(and, if applicable, the part(s) containing the particulars)~~

~~Date of consent:~~

~~Description of property subject to consent:~~

~~Name of tenement holder who sought consent:~~

~~Name of person who gave consent:~~

~~Terms of consent:~~

☐

24.4 section 58(a) - Agreement authorising tenement holder to enter land

~~**Is this item applicable?**~~
~~**Will this be discharged or satisfied prior to or at settlement?**~~
~~**Are there attachments?**~~
~~If YES, identify the attachment(s):
(and, if applicable, the part(s) containing the particulars)~~

~~Date of agreement:~~

~~Description of property subject to agreement:~~

~~Names of parties:~~

~~Terms of agreement:~~

☐

24.5 section 58A - Notice of intention to commence authorised operations or apply for lease or licence

~~**Is this item applicable?**~~
~~**Will this be discharged or satisfied prior to or at settlement?**~~
~~**Are there attachments?**~~
~~If YES, identify the attachment(s):
(and, if applicable, the part(s) containing the particulars)~~

~~Date of notice:~~

~~Description of property subject to notice:~~

~~Name of person who served notice:~~

~~Name of person on whom notice was served:~~

~~Terms of notice:~~

☐

24.6 section 61 - Agreement or order to pay compensation for authorised operations

~~**Is this item applicable?**~~
~~**Will this be discharged or satisfied prior to or at settlement?**~~
~~**Are there attachments?**~~
~~If YES, identify the attachment(s):
(and, if applicable, the part(s) containing the particulars)~~

~~Date of agreement or order:~~

~~Description of property subject to agreement or order:~~

~~Names of parties:~~

~~Terms of agreement or order:~~

☐

24.7 section 75(1) - Consent relating to extractive minerals

~~**Is this item applicable?**
Will this be discharged or satisfied prior to or at settlement?
Are there attachments?~~

☐

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

Date of consent:

Description of property subject to consent:

Name of tenement holder who sought consent:

Name of person who gave consent:

Terms of consent:

24.8 section 82(1) - Deemed consent or agreement

~~**Is this item applicable?**
Will this be discharged or satisfied prior to or at settlement?
Are there attachments?~~

☐

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

Date of consent or agreement:

Description of property subject to consent or agreement:

Name of owner of the land/tenement holder deemed to have provided consent or agreement:

Terms of consent or agreement:

24.9 Proclamation with respect to a private mine

~~**Is this item applicable?**
Will this be discharged or satisfied prior to or at settlement?
Are there attachments?~~

☐

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

Date of proclamation:

25. Native Vegetation Act 1991

25.1 Part 4 Division 1 - Heritage agreement

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date of agreement:~~

~~Description of property subject to agreement:~~

~~Names of parties:~~

~~Terms of agreement:~~

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

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date of approval:~~

~~Condition(s) of approval:~~

25.3 Section 25D - Management agreement

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

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

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

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

~~_____~~

~~Date of agreement:~~ _____

~~_____~~

~~Names of parties:~~ _____

~~_____~~

~~Terms of agreement:~~ _____

~~_____~~

~~_____~~

☐

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

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

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

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

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

~~_____~~

~~Date of refusal or grant of consent:~~ _____

~~_____~~

~~If consent given, condition(s) (if any) of the consent:~~ _____

~~_____~~

~~_____~~

~~_____~~

☐

26. Natural Resources Management Act 2004 (repealed)

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

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date of notice:~~

~~Amount of levy payable:~~

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

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date of notice:~~

~~Name of authority or person that issued notice:~~

~~Requirements of notice: (as specified therein)~~

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

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date of notice:~~

~~Requirements of notice: (as specified therein)~~

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

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date of permit:~~

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

~~Condition(s) of permit:~~

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

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date of notice:~~

~~Name of authorised officer who issued notice:~~

~~Requirements of notice: (as specified therein)~~

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

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date of notice:~~

~~Name of authorised officer who issued notice:~~

~~Requirements of notice: (as specified therein)~~

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

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date of notice:~~

~~Name of authority that issued notice:~~

~~Amount payable: (as specified in notice)~~

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

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date of notice:~~

~~Requirements of notice: (as specified therein)~~

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

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date of order:~~

~~Name of authority or person who issued order:~~

~~Requirements of order: (as specified therein)~~

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

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

Date of order:

Name of authority or person who issued order:

Requirements of order: (as specified therein)

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

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

Date of authorisation:

Name of relevant authority that issued authorisation:

Person authorised to take action:

Requirements of authorisation: (as specified therein)

27. Outback Communities (Administration and Management) Act 2009

27.1 section 21—Notice of levy or contribution payable

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

Date of notice:

Name of person or body giving notice:

Type of levy or contribution:

Amount payable: (as stated in notice)

28. Phylloxera and Grape Industry Act 1995

28.1 section 23(1) - Notice of contribution payable

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

Date of notice:

Name of person or body giving notice:

Terms of notice:

Amount payable: (as stated in notice)

29. Planning, Development and Infrastructure Act 2016

29.1 Part 5 - Planning and Design Code

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

Is this item applicable?



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

NO

Are there attachments?

YES

If YES, identify the attachment(s):

(and, if applicable, the part(s) containing the particulars)

Annexure B - Council Search, Annexure C - SAPPa Parcel Report and Annexure D - Property Interest Report

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

Zones

General Neighbourhood (Z2102) - GN

Refer Annexure B - Council Search, Annexure C - SAPPa Parcel Report and Annexure D - Property Interest Report

Is there a State heritage place on the land or is the land situated in a State heritage area?

NO

Is the land designated as a local heritage place?

NO

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

NO

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

YES

Note - For further information about the Planning and Design Code www.code.plan.sa.gov.au.

29.2 section 127 - Condition
(that continues to apply) of
a development authorisation

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

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

Date of authorisation:

Name of relevant authority that granted authorisation:

Condition(s) of authorisation:

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

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

Date of notice:

Name of person giving notice of proposed work:

Building work proposed: (as stated in the notice)

Other building work as required pursuant to the Act:

29.4 section 140 - Notice requesting access

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date of notice:~~

~~Name of person requesting access:~~

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

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

29.5 section 141 - Order to remove or perform work

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date of order:~~

~~Terms of order:~~

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

~~Amount payable: (if any)~~

29.6 section 142 - Notice to complete development

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

Date of notice:

Requirements of notice:

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

Amount payable: (if any)

29.7 section 155 - Emergency order

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

Date of order:

Name of authorised officer who made order:

Name of authority that appointed the authorised officer:

Nature of order:

Amount payable: (if any)

29.8 section 157 - Fire safety notice

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

Date of notice:

Name of authority giving notice:

Requirements of notice:

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

Amount payable: (if any)

29.9 section 192 or 193 - Land management agreement

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

Date of agreement:

Names of parties:

Terms of agreement:

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

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date requirement given:~~

~~Name of body giving requirement:~~

~~Nature of requirement:~~

~~Contribution payable: (if any)~~

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

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date of agreement:~~

~~Names of parties:~~

~~Terms of agreement:~~

~~Contribution payable: (if any)~~

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

Date of commencement of proceedings:

Date of determination or order: (if any)

Terms of determination or order: (if any)

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

Date notice given:

Name of designated authority giving notice:

Nature of directions contained in notice:

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

Amount payable: (if any)

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

☐

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

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

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

Date order made:

Name of court that made order:

Action number:

Names of parties:

Terms of order:

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

30. Plant Health Act 2009

30.1 section 8 or 9 - Notice or order concerning pests

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

Date of notice or order:

Date of Gazette in which notice published: (if applicable)

Nature of requirement, restriction or prohibition:

31. Public and Environmental Health Act 1987 (repealed)

31.1 Part 3 - Notice

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

Date of notice:

Name of council or other authority giving notice:

Requirements of notice:

31.2 Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2 - Condition (that continues to apply) of an approval

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

Date of approval:

Name of relevant authority that granted the approval:

Condition(s) of approval:

31.3 *Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19 - Maintenance order (that has not been complied with)*

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

☐

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

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

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

Date of order:

Name of relevant authority giving order:

Requirement of order:

32. South Australian Public Health Act 2011

32.1 section 66 - Direction or requirement to avert spread of disease

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date of direction or requirement:~~

~~Name of authority giving direction or making requirement:~~

~~Nature of direction or requirement:~~

32.2 section 92 - Notice

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date of notice:~~

~~Name of council or other relevant authority giving notice:~~

~~Requirements of notice:~~

32.3 South Australian Public Health (Wastewater) Regulations 2013 Part 4 - Condition (that continues to apply) of an approval

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

~~Date of approval:~~

~~Name of person or body that granted the approval:~~

~~Condition(s) of approval:~~

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

33.1 section 23 - Notice of contribution payable

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

Date of notice:

Terms of notice:

Amount payable:

34. Water Industry Act 2012

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

Is this item applicable?

☒

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

YES

Are there attachments?

YES

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

Annexure D - Property Interest Report (SA Water Certificate)

Date of notice or order:

Refer Annexure D - Property Interest Report (SA Water Certificate)

Name or person or body who served notice or order:

South Australian Water Corporation

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

Refer Annexure D - Property Interest Report (SA Water Certificate)

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

Payment of Water rates, Sewer rates, Water use and any charges/monies due to South Australian Water Corporation

Refer Annexure D - Property Interest Report (SA Water Certificate)

35. Water Resources Act 1997 (repealed)

35.1 section 18 - Condition (that remains in force) of a permit

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

Date of permit:

Name of relevant authority that granted permit:

Condition(s) of permit:

35.2 section 125 (or a corresponding previous enactment) - Notice to pay levy

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

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

Date of notice:

Amount of levy payable:

Particulars of building indemnity insurance



Note-

Building indemnity insurance is not required for-

- (a) domestic building work for which approval under the *Planning, Development and Infrastructure Act 2016*, the repealed *Development Act 1993* or the repealed *Building Act 1971* is or was not required; or
- (b) minor domestic building work (see section 3 of the *Building Work Contractors Act 1995*); or
- (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 2011*; 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.

Details of building indemnity still in existence for building work on the land:

1. Name(s) of person(s) insured:

Refer Annexure B - Council Search

2. Name of insurer:

Refer Annexure B - Council Search

3. Limitations on the liability of the insurer:

Refer Annexure B - Council Search

4. Name of builder:

Refer Annexure B - Council Search

5. Builder's licence number:

Refer Annexure B - Council Search

6. Date of issue of insurance:

Refer Annexure B - Council Search

7. Description of insured building work:

Refer Annexure B - Council Search

Exemption from holding insurance:

If particulars of insurance are not given, has an exemption been granted under section 45 of the *Building Work Contractors Act 1995* from the requirement to hold an insurance policy in accordance with Division 3 of Part 5 of that Act?

NO

If YES, give details:

- (a) Date of the exemption:

- (b) Name of builder granted the exemption:

- (c) Licence number of builder granted the exemption:

- (d) Details of building work to which the exemption applies:

- (e) Details of conditions (if any) to which the exemption is subject:

Particulars relating to environment protection



1-Interpretation

(1) In this and the following items (items 1 to 7 inclusive)-

domestic activity has the same meaning as in the *Environment Protection Act 1993*;

environmental assessment, in relation to land, means an assessment of the existence or nature or extent of-

(a) site contamination (within the meaning of the *Environment Protection Act 1993*) at the land; or

(b) any other contamination of the land by chemical substances,

and includes such an assessment in relation to water on or below the surface of the land;

EPA means the Environment Protection Authority established under the *Environment Protection Act 1993*;

pre-1 July 2009 site audit, in relation to land, means a review (carried out by a person recognised by the EPA as an environmental auditor) that examines environmental assessments or remediation of the land for the purposes of determining-

(a) the nature and extent of contamination of the land by chemical substances present or remaining on or below the surface of the land; and

(b) the suitability of the land for a particular use; and

(c) what remediation is or remains necessary for a particular use,

but does not include a site contamination audit (as defined below) completed on or after 1 July 2009;

pre-1 July 2009 site audit report means a detailed written report that sets out the findings of a pre-1 July 2009 site audit;

prescribed commercial or industrial activity-see item 1(2);

prescribed fee means the fee prescribed under the *Environment Protection Act 1993* for inspection of, or obtaining copies of information on, the public register;

public register means the public register kept by the EPA under section 109 of the *Environment Protection Act 1993*;

site contamination audit has the same meaning as in the *Environment Protection Act 1993*;

site contamination audit report has the same meaning as in the *Environment Protection Act 1993*.

(2) For the purposes of this and the following items (items 1 to 7 inclusive), each of the following activities (as defined in Schedule 3 clause 2 of the *Environment Protection Regulations 2009*) is a prescribed commercial or industrial activity:

EPA Prescribed Commercial or Industrial Activity

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

2-Pollution and site contamination on the land-questions for vendor

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

NO

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

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

NO

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

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

NO

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

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

NO

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

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

NO

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

Note-

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

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

3-Licences and exemptions recorded by EPA in public register

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

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

Note-

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

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

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

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

The EPA will not provide details about exemptions relating to-

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

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

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

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

Note-

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

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

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

- (a) a copy of a report known as a "Health Commission Report" prepared by or on behalf of the South Australian Health Commission (under the repealed *South Australian Health Commission Act 1976*)?
NO
- (b) details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the *Environment Protection Act 1993*?
NO
- (c) details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the *Environment Protection Act 1993* ?
NO

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

NO

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

NO

Note-

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

6-Further information held by councils

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

(a) commercial or industrial activity at the land; or

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

YES

Annexure B - Council Search

Note-

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

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

It should be noted that-

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

7-Further information for purchasers

Note-

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

- details relating to environmental authorisations such as applications, applicants, locations of activities, conditions, suspension, cancellation or surrender of authorisations, disqualifications, testing requirements and test results;
- details relating to activities undertaken on the land under licences or other environmental authorisations no longer in force;
- written warnings relating to alleged contraventions of the *Environment Protection Act 1993*;
- details of prosecutions and other enforcement action;
- details of civil proceedings;
- other details prescribed under the *Environment Protection Act 1993* (see section 109(3)(1)).

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

If-

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

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

ANNEXURES

~~* There are no documents annexed hereto~~

* The following documents are annexed hereto -

- Annexure A - Certificate of Title
- Annexure B - Council Search
- Annexure C - SAPPa Parcel Report
- Annexure D - Property Interest Report
- Annexure E - Encumbrance Dealing No. 12143319
- Annexure F - Land Management Agreement Dealing No. 11832238
- Annexure G - Environment Protection Authority Response

Form R3 Buyers information notice and Form 7 - Warning Notice

ACKNOWLEDGEMENT OF RECEIPT

* I / We, the abovenamed Purchaser(s), hereby acknowledge having received this day this Statement under section 7 under the *Land and Business (Sale and Conveyancing) Act* with the annexures as set out above.

Dated this _____ Day of _____ 20 _____

Signature of purchaser(s)

	Signature		Signature
	Date		Date
	Signature		Signature
	Date		Date

(*Strike out whichever is not applicable)

ATTACHMENT A -

Form 1 - Vendor's statement (Section 7 Land and Business (Sale and Conveyancing) Act 1994)

*This Attachment page is to be used only if there is insufficient space in the Part, Division, particulars or item.
Please insert the relevant corresponding Part, Division, particulars or item number and heading.*

ITEM	DESCRIPTION:
	Annexure A - Certificate of Title

REAL PROPERTY ACT, 1886



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



Certificate of Title - Volume 6127 Folio 373

Parent Title(s) CT 6102/961
Creating Dealing(s) RTC 12048531
Title Issued 17/12/2013 **Edition** 5 **Edition Issued** 25/02/2021

Estate Type

FEE SIMPLE

Registered Proprietor

ADAM MARK RAFIK GOUGH
OF 7 RED GUM COURT PARAFIELD GARDENS SA 5107

Description of Land

ALLOTMENT 79 DEPOSITED PLAN 92759
IN THE AREA NAMED PARAFIELD GARDENS
HUNDRED OF YATALA

Easements

SUBJECT TO SERVICE EASEMENT(S) OVER THE LAND MARKED F ON DP 92759 FOR SEWERAGE PURPOSES TO SOUTH AUSTRALIAN WATER CORPORATION (223LG RPA)

Schedule of Dealings

Dealing Number	Description
11832238	AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2)
12143319	ENCUMBRANCE TO JOES GOLDEN GASOLINE CLASSIC IMPORTS PTY LTD
13469762	MORTGAGE TO WESTPAC BANKING CORPORATION (ACN: 007 457 141)

Notations

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

ATTACHMENT B -

Form 1 - Vendor's statement (Section 7 Land and Business (Sale and Conveyancing) Act 1994)

*This Attachment page is to be used only if there is insufficient space in the Part, Division, particulars or item.
Please insert the relevant corresponding Part, Division, particulars or item number and heading.*

ITEM	DESCRIPTION:
	Annexure B - Council Search

City of Salisbury
ABN 82 615 416 895
34 Church Street
PO Box 8
Salisbury SA 5108

(08) 8406 8222
city@salisbury.sa.gov.au
salisbury.sa.gov.au



4 April 2025

R Li
10 Barcoo Rd
PARA HILLS SA 5096

Location: 7 Red Gum Court , Parafield Gardens SA 5107
Title Details: Lot 79 D 92759
CT-6127/373
Owner: A M R Gough
Assessment No: 699154

I CERTIFY IN TERMS OF SECTION 187 (1) OF THE LOCAL GOVERNMENT ACT as follows: -

- (a) That the rates and other monies which are due and payable to the Council in respect of the above property at the date of the giving of this certificate are as listed below.
- (b) That the rates become due and payable on the 1st July each year.
- (c) That the rates, fines, arrears, and property debts are a charge upon the said property.

Details of the AMOUNT OF RATES DECLARED for the current financial year: -

Rates:	2,446.75
Rebates:	0.00
Total:	2,446.75

Details of the AMOUNTS OUTSTANDING at the time of giving this certificate: -

Arrears:	0.00
Interest on Arrears:	0.00
Fines on Current:	0.00
<i>Less</i> Paid This Year:	-1,835.10
Arrears Legal Fees:	0.00
Current Legal Fees:	0.00
Overpayment:	0.00
Refunds:	0.00

Current Rates Balance:	611.65
Property Debt:	0.00
Building Upgrade Debt:	0.00
Current reWater Balance:	119.05
Total Balance:	\$730.70

Meter ID: R14W01342

Current Recycled Water (reWater) Balance as noted above refers to an outstanding balance on the account. It is important to note that further charges up until the settlement date may be incurred. A final meter reading must be requested 7 days in advance of expected settlement date. Please contact 8406 8222 or email rewater@salisbury.sa.gov.au to arrange a final Recycled Water (reWater) meter reading and final account on date of settlement.

Important Information:

Rates Certificates are valid for 90 days from the date of the certificate.

Please phone Council's Customer Centre on 8406 8222 within two weeks before settlement to confirm final payment amounts, as rates liability may have changed.

Certificates will not be reissued due to a new financial year without an additional payment.

Refer to Council's Customer Centre for further details or updates on 8406 8222.

Per



Heidi Crossley

Delegate

Telephone: (08) 8406 8222

Email: hcrossley@salisbury.sa.gov.au

BPAY Payments can be made using the following details:

*** Please ensure that settlement amount is confirmed via phone before making payments via Bpay**

Billercode: 8649

Reference: 699154

City of Salisbury
ABN 82 615 416 895
34 Church Street
PO Box 8
Salisbury SA 5108

(08) 8406 8222
city@salisbury.sa.gov.au
salisbury.sa.gov.au



4 April 2025

R Li
10 Barcoo Rd
PARA HILLS SA 5096

Dear Sir / Madam

Request for Information

We refer to your request and now attached particulars and documentary material which Council must supply pursuant to the provisions of the Local Government Act and the Land Business (Sale and Conveyancing) Act.

Yours faithfully

Per

A handwritten signature in black ink, appearing to read "H. Crossley", written over a horizontal line.

Heidi Crossley
Delegate
Telephone: (08) 8406 8222
Email: development@salisbury.sa.gov.au

**LAND AND BUSINESS (SALE AND CONVEYANCING) ACT
INFORMATION PURSUANT TO SECTION 7 CERTIFICATE**

APPLICANT	R Li	Certificate No: 89144
	10 Barcoo Rd PARA HILLS SA 5096	Date of Issue: 4 April 2025

DESCRIPTION OF LAND	7 Red Gum Court , Parafield Gardens SA 5107 CT-6127/373
----------------------------	--

We refer to your request for information and now attach particulars and documentary material, which Council must supply pursuant to the provisions of the Local Government Act and the Land Business (Sale and Conveyancing) Act.

DEVELOPMENT ACT 1993 (repealed)

SECTION 42

Condition (that continues to apply) of a development authorisation

Application No: 361/721/2014/CRA
Description: SINGLE STOREY DWELLING
Decision Date: 29-Jul-2014
Decision: Approved
Conditions: NIL

Application No: 361/386/2019/1X
Description: FREESTANDING VERANDAH
Decision Date: 15-Mar-2019
Decision: Approved
Conditions: 2

1. The method of stormwater disposal must not result in the entry of water into any building or onto the land of any adjoining owner without their consent.

Stormwater from the proposed building shall be collected and drained to a sealed system directed to the street water table or to a stormwater easement at the rear of the property (if provided). A system using a sealed PVC pipe drain of 90 mm diameter (minimum) constructed at a grade of 1 in 250 mm is acceptable.

The pipe from the property boundary to the adjacent kerb and gutter shall be constructed of 100 mm diameter sewer grade UPVC pipe and connected to the kerb using a suitable kerb adaptor.

Reason: To prevent stormwater damage to building on the site and to adjoining premises.

2. That all footings and/or pads are to be fully founded in firm natural ground, not fill.

Reason: To ensure the structural adequacy of the building.

Repealed Act Conditions

Condition (that continues to apply) of an approval or authorisation granted under the

Building Act 1971 (repealed)

City of Adelaide Development Control Act 1976 (repealed)

Planning Act 1982 (repealed) or

Planning and Development Act 1966 (repealed)

No

PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016

PART 5 – Planning and Design Code

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

Refer to PlanSA Section 7 report attached.

Is there a State heritage place on the land or is the land situated in a State heritage area?

Refer to PlanSA Section 7 Report attached

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

Refer to PlanSA Section 7 Report attached

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

Refer to PlanSA Section 7 Report attached

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

Flooding Hazards Mapping Update Code Amendment
Accommodation Diversity Code Amendment

For further information about the Planning and Design Code Amendment visit [Code amendments | PlanSA](#)

Also refer to Property Interest Report

Section 127 – Condition (that continues to apply) of a development authorisation

Refer to PlanSA Section 7 Report attached

DEVELOPMENT ACT 1993 (repealed)

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

No

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

No

Section 55—Order to remove or perform work

No

Section 56—Notice to complete development

No

Section 57—Land management agreement

SEE TITLE FOR DETAILS

Section 69—Emergency order

No

Section 71—Fire safety notice

No

Section 84—Enforcement notice

No

Section 85(6), 85(10) or 106—Enforcement order

No

Part 11 Division 2—Proceedings

No

FIRE AND EMERGENCY SERVICES ACT 2005

Section 105F (or section 56 or 83 (repealed)) – Notice to take action to prevent outbreak or spread of fire.

No

FOOD ACT 2001

Section 44—Improvement Notice

No

Section 46—Prohibition Order

No

HOUSING IMPROVEMENT ACT 1940 (repealed)

Section 23—declaration that house is undesirable or unfit for human habitation

No

Part 7 (rent control for substandard houses) – Notice or declaration

No

LAND ACQUISITION ACT 1969

Section 10 Notice of Intention to acquire

No

LOCAL GOVERNMENT ACT 1934 (repealed)

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

No

LOCAL GOVERNMENT ACT 1999

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

No

For charges refer to the Certificate of Rates Liabilities

LOCAL NUISANCE AND LITTER CONTROL ACT 2016

Section 30 – Nuisance or litter abatement notice

No

PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016

Section 141 – Order to Remove or Perform Work

No

Section 142 – Notice to Complete Development

No

Section 155 – Emergency Order

No

Section 157 – Fire Safety Notice

No

Section 192 or 193 Land Management Agreement

SEE TITLE FOR DETAILS

Section 198(1) – Requirements to Vest Land in a Council or the Crown to Held as Open Space

No

Section 198(2) – Agreement to Vest Land in a Council or the Crown to be held as Open Space

No

Part 16 Division 1 – Proceedings

No

Section 213 – Enforcement Notice

No

Section 214(6), 214(10) or 222 – Enforcement Order

No

PUBLIC AND ENVIRONMENTAL HEALTH ACT 1987 (repealed)

Part 3—Notice

No

Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2—Condition (that continues to apply) of an approval

No

Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) regulation 19—Maintenance order (that has not been complied with)

No

SOUTH AUSTRALIAN PUBLIC HEALTH ACT 2011

Section 92 – Notice

No

South Australian Public Health (Wastewater) Regulations 2013 Part 4 – Condition (that continues to apply) of an approval

No

OTHER CHARGES

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

For charges refer to the Certificate of Rates Liabilities

BUILDING INDEMNITY INSURANCE

Section 7(1)(c)

Any approved building work undertaken on the property the subject of Building Indemnity Insurance.

Note—Building indemnity insurance is not required for—

- (a) domestic building work for which approval under the *Planning, Development and Infrastructure Act 2016*, the repealed *Development Act 1993* or the repealed *Building Act 1971* is or was not required; or
- (b) minor domestic building work (see section 3 of the *Building Work Contractors Act 1995*); or
- (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 2011*; 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.

YES

Application No:	361/721/2014/1A
Name(s) of person(s) insured:	A Gough
Name of insurer:	QBE
Certificate Number:	620056149BWI-300
Limitations on the liability of the insurer:	\$186,618.00
Name of builder:	Construction Services Australia Pty Ltd
Builder's Licence Number:	U BLD8969
Date of issue of insurance:	02/04/2014
Description of insured building work:	New Single Dwelling Construction Contract

Also refer to PlanSA Section 7 Report attached.

FURTHER INFORMATION HELD BY COUNCIL
--

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

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

All development approvals on council records relating to this subject land are listed under the heading "Development Act 1993" or are provided in the Plan SA Section 7 Report attached.

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

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

Per 

Authorised Officer: Heidi Crossley

Date: 04/04/2025



Recycled Water Supply

CHARGE AFFECTING THE LAND

Item 57 Land and Business (Sale and Conveyancing) Act Regulations 1995

RECYCLED WATER IS CONNECTED TO THIS PROPERTY

This property has a dual water supply **(1)** SA Water drinking water supply and **(2) Salisbury Water Recycled Water Supply**.

Salisbury Water is the term used for Council's recycled non-drinking water that is supplied to parks, reserves, schools, industry and some new residential sub-divisions. Salisbury Water is primarily recycled water and native groundwater which is treated to a standard fit for purposes. The City of Salisbury is a licenced Water Retailer in accordance with the Water Industry Act 2012.

In accordance with **(1)** a Land Management Agreement, noted on the title, for the management and regulation of Salisbury Water, and **(2)** Council's Standard Customer Sales Contract for its Salisbury Water Retail Service for the use of, and payment for, a metered supply of Salisbury Water, may result in an outstanding liability/charge against the property.

VENDOR'S CONVEYANCER: Request a Meter Read / Finalise Account upon Settlement

To establish what charge exists, a scheduled meter reading will take place on the day of transfer with the change of property ownership advice. The **Vendor's Conveyancer** will be advised of the outstanding charge and is to forward the payment to finalise the **Vendor's account** from an amount held in reserve.

The **Vendor's Conveyancer** responsible for discharging the existing liabilities for the property transfer and is advised to promptly contact Council's Salisbury Water Business Unit regarding the ***expected settlement date and what amount of the settlement proceeds should be held in reserve***. We request ***7 days notice*** to book a scheduled meter

read. Please note that the amount to finalise the account will never exceed the amount Council has advised to hold in reserve.

Salisbury Water Business Unit Ph: 8406 8598 Mobile: 0401 376 404

Email rewater@salisbury.sa.gov.au

INFORMATION FOR PURCHASERS

Standard Sales Contract / Customer Charter

The **Purchaser(s)** should be advised that the person who becomes the registered proprietor of this property will be automatically covered by Council's Standard Customer Sales Contract for its Salisbury Water Retail Service. This will apply to all residential properties and some non-residential properties. Note, some commercial properties will be required to enter into a Water Supply Agreement with Council as soon as practical after settlement. If you are a commercial customer please contact the Salisbury Water Business Unit immediately to determine if a new Water Supply Agreement is to be entered into. A copy of Council's Standard Sales Contract and Customer Service Charter is available from the City of Salisbury website www.salisbury.sa.gov.au

Cross Connection Audit – Self Audit

The **Purchaser(s)** should also be advised that it is recommended they (or their building inspector) undertake a **Salisbury Water Self Audit** of the property prior to settlement to ensure that there is no interconnection between the Salisbury Water Service and the SA Water drinking water service. It is the Purchaser(s) responsibility to ensure there is no cross connection between the water services prior to settlement. The Purchaser will become responsible for rectifying any cross connections found during Council's 5 yearly inspection program. Vendors/Purchaser(s) can contact the Salisbury Water Business Unit to find out the last cross connection audit date for information only. The Salisbury Water Self Audit form can be downloaded from the City of Salisbury website www.salisbury.sa.gov.au

Further information on Councils Salisbury Water Retail Service is available on the City of Salisbury's website www.salisbury.sa.gov.au or please contact us on 8406 8222.

SALES NOTICE

The City of Salisbury has within it two significant airports. Parafield Airport is a general aviation airport that also provides for aviation training facilities which includes repeated landing and take-off flight circuit training, and the RAAF Base Edinburgh which is a significant military airfield that includes jet fighters and long range surveillance aircraft within its operations. Both airports are controlled by Federal legislation and administered by Federal Government Agencies, not Council.

The property for sale may be subject to overflight and aircraft noise from these airports, and there may also be overflights as a result of Adelaide Airport flights. Intending residents or business proprietors are advised that living or working in the vicinity of an airport may result in noise from the airport operations and flights and that individual sensitivity can vary from person to person. Intending purchasers should consider their situation and sensitivities to airplane noise.

The following information links may assist you in coming to an understanding of the suitability of the property for your situation regarding aircraft noise:

Internet Link	Organisation
https://www.parafieldairport.com.au/operations/master-planning	Parafield Airport - Master Plan Document identifying future anticipated operations which Includes maps of flight paths, noise metrics and explanation of the noise forecast system.
http://www.defence.gov.au/aircraftnoise/Edinburgh/Default.asp	Department of Defence – RAAF Base Edinburgh Informs on aircraft, flight paths, noise forecasts, aircraft fleet, and general matters.
https://infrastructure.gov.au/aviation/environmental/aircraft-noise/index.aspx	Australian Government Federal Agency Aircraft noise and complaints information
http://aircraftnoise.com.au/	Airservices Australia and Australian Airports Association initiative. Information on aircraft noise, its management, and what you can do to reduce its impact.
http://www.airservicesaustralia.com/aircraftnoise/	Australian Government Airservices Australia Information on aircraft noise, its management, upcoming operations at different airports around Australia, links to things to consider on airplane noise when purchasing a house, and Fact Sheets
http://www.airservicesaustralia.com/aircraftnoise/noise-resources/	Australian Government Airservices Australia Links to other relevant information and resources
http://www.airservicesaustralia.com/aircraftnoise/webtrak/	Australian Government Airservices Australia Link to Web Trak, a web viewer for civil aircraft movements

https://www.aviationcomplaints.gov.au/	Australian Government Site for aviation complaints, including military flying activities.
http://www.ano.gov.au/	Federal Aircraft Noise Ombudsman office Investigates handling of Airservices Australia and Defence's complaints, community consultation processes and presentation of noise information.

Data Extract for Section 7 search purposes

Valuation ID 4443098359

Data Extract Date: 04/04/2025

Parcel ID: D92759 AL79

Certificate Title: CT6127/373

Property Address: 7 RED GUM CT PARAFIELD GARDENS SA 5107

Zones

General Neighbourhood (GN)

Subzones

No

Zoning overlays

Overlays

Airport Building Heights (Regulated) (All structures over 45 metres)

The Airport Building Heights (Regulated) Overlay seeks to ensure building height does not pose a hazard to the operation and safety requirements of commercial and military airfields.

Affordable Housing

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

Building Near Airfields

The Building Near Airfields Overlay seeks to ensure development does not pose a hazard to the operational and safety requirements of commercial and military airfields.

Defence Aviation Area (All structures over 90 metres)

The Defence Aviation Area Overlay seeks to ensure building height does not pose a hazard to the operational and safety requirements of Defence Aviation Areas.

Prescribed Wells Area

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

Regulated and Significant Tree

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

Stormwater Management

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

Urban Tree Canopy

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

Water Resources

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

Is the land situated in a State Heritage Place/Area

No

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

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

Is the land designated as a Local Heritage Place

No

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

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

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

No declared trees. Refer to Regulated and Significant Tree Overlay.

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

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

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

Associated Development Authorisation Information

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

No

Land Management Agreement (LMA)

- 11832238 Agreement with Council CITY OF SALISBURY

ATTACHMENT C -

Form 1 - Vendor's statement (Section 7 Land and Business (Sale and Conveyancing) Act 1994)

*This Attachment page is to be used only if there is insufficient space in the Part, Division, particulars or item.
Please insert the relevant corresponding Part, Division, particulars or item number and heading.*

ITEM	DESCRIPTION:
	Annexure C - SAPPA Parcel Report

SAPPA Parcel Report

Date Created: April 8, 2025

The South Australian Property and Planning Atlas is available at the Plan SA website <https://sappa.plan.sa.gov.au/>



Address Details

Unit Number:
Street Number: 7
Street Name: RED GUM
Street Type: CT
Suburb: PARAFIELD GARDENS
Postcode: 5107

Property Details:

Council: CITY OF SALISBURY
State Electorate: PORT ADELAIDE (2014), PLAYFORD (2018),
PLAYFORD (2022), PLAYFORD (2026)
Federal Electorate: PORT ADELAIDE (2013), PORT ADELAIDE
(2016), MAKIN (2019)
Hundred: YATALA
Valuation Number: 4443098359

Scale $\approx$ 1:1128 (on A4 page)

50 metres $\approx$

The information provided,
is not represented to be accurate,
current or complete at the time of
printing this report.

The Government of South Australia
accepts no liability for the use of this
data, or any reliance placed on it.

This report and its contents are
(c) copyright Government of South Australia.

Title Reference: CT6127/373

Plan No. Parcel No.: D92759A79

Zoning details next page



Government of South Australia
Attorney-General's Department

Zone Details

Zones

General Neighbourhood (Z2102) - GN

Overlays

Airport Building Heights (Regulated) (O0303) - All structures over 45 metres

The Airport Building Heights (Regulated) Overlay seeks to ensure building height does not pose a hazard to the operation and safety requirements of commercial and military airfields.

Affordable Housing (O0306)

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

Building Near Airfields (O0601)

The Building Near Airfields Overlay seeks to ensure development does not pose a hazard to the operational and safety requirements of commercial and military airfields.

Defence Aviation Area (O1202) - All structures over 90 metres

The Defence Aviation Area Overlay seeks to ensure building height does not pose a hazard to the operational and safety requirements of Defence Aviation Areas.

Prescribed Wells Area (O4804)

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

Regulated and Significant Tree (O5404)

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

Stormwater Management (O5710)

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

Urban Tree Canopy (O6302)

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

Water Resources (O6902)

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

ATTACHMENT D -

Form 1 - Vendor's statement (Section 7 Land and Business (Sale and Conveyancing) Act 1994)

This Attachment page is to be used only if there is insufficient space in the Part, Division, particulars or item. Please insert the relevant corresponding Part, Division, particulars or item number and heading.

Property Interest Report

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

Title Reference	CT 6127/373	Reference No. 2662737
Registered Proprietors	A M*GOUGH	Prepared 04/04/2025 13:35
Address of Property	7 RED GUM COURT, PARAFIELD GARDENS, SA 5107	
Local Govt. Authority	CITY OF SALISBURY	
Local Govt. Address	PO BOX 8 SALISBURY SA 5108	

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

Table of Particulars

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

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

<u>Prescribed encumbrance</u>	<u>Particulars</u> (Particulars in bold indicates further information will be provided)
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1. General

- | | | |
|-----|--|--|
| 1.1 | Mortgage of land

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title |
| 1.2 | Easement
(whether over the land or annexed to the land)

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

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title |
| 1.3 | Restrictive covenant

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance |
| 1.4 | Lease, agreement for lease, tenancy agreement or licence
(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.)

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title

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

an area surrounding a site

2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

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

3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

4.1 section 5 - Notice requiring payment

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

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

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

5.6 section 57 - Land management agreement

Refer to the Certificate of Title

5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

5.9 section 71 - Fire safety notice

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

5.10	section 84 - Enforcement notice	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.11	section 85(6), 85(10) or 106 - Enforcement order	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.12	Part 11 Division 2 - Proceedings	Contact the Local Government Authority for other details that might apply also Contact the vendor for these details

6. Repealed Act conditions

6.1	Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1966</i> (repealed) <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
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7. Emergency Services Funding Act 1998

7.1	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 (08) 8226 3750. Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates www.revenuesaonline.sa.gov.au
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8. Environment Protection Act 1993

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

8.9	section 103P - Notation of site contamination audit report in relation to the land	EPA (SA) will respond with details relevant to this item
8.10	section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land	EPA (SA) will respond with details relevant to this item
9.	<i>Fences Act 1975</i>	
9.1	section 5 - Notice of intention to perform fencing work	Contact the vendor for these details
10.	<i>Fire and Emergency Services Act 2005</i>	
10.1	section 105F - (or section 56 or 83 (repealed)) - Notice to take action to prevent outbreak or spread of fire	Contact the Local Government Authority for other details that might apply Where the land is outside a council area, contact the vendor
11.	<i>Food Act 2001</i>	
11.1	section 44 - Improvement notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
11.2	section 46 - Prohibition order	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
12.	<i>Ground Water (Qualco-Sunlands) Control Act 2000</i>	
12.1	Part 6 - risk management allocation	Qualco Sunlands Ground Water Control Trust has no record of any allocation affecting this title
12.2	section 56 - Notice to pay share of Trust costs, or for unauthorised use of water, in respect of irrigated property	DEW Water Licensing has no record of any notice affecting this title
13.	<i>Heritage Places Act 1993</i>	
13.1	section 14(2)(b) - Registration of an object of heritage significance	Heritage Branch in DEW has no record of any registration affecting this title
13.2	section 17 or 18 - Provisional registration or registration	Heritage Branch in DEW has no record of any registration affecting this title
13.3	section 30 - Stop order	Heritage Branch in DEW has no record of any stop order affecting this title
13.4	Part 6 - Heritage agreement	Heritage Branch in DEW has no record of any agreement affecting this title also Refer to the Certificate of Title
13.5	section 38 - "No development" order	Heritage Branch in DEW has no record of any "No development" order affecting this title
14.	<i>Highways Act 1926</i>	
14.1	Part 2A - Establishment of control of access from any road abutting the land	Transport Assessment Section within DIT has no record of any registration affecting this title
15.	<i>Housing Improvement Act 1940 (repealed)</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 has no record of any notice or declaration affecting this title
16.	<i>Housing Improvement Act 2016</i>	

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

17. *Land Acquisition Act 1969*

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

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

Act

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

19. *Land Tax Act 1936*

- | | | |
|------|---|---|
| 19.1 | Notice, order or demand for payment of land tax | 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) 8226 3750.

Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates
www.revenuesaonline.sa.gov.au |
|------|---|---|

20. *Local Government Act 1934 (repealed)*

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

21. *Local Government Act 1999*

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

22. *Local Nuisance and Litter Control Act 2016*

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

23. *Metropolitan Adelaide Road Widening Plan Act 1972*

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

24. *Mining Act 1971*

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

24.9	Proclamation with respect to a private mine	Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title
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25. *Native Vegetation Act 1991*

25.1	Part 4 Division 1 - Heritage agreement	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.2	section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.3	section 25D - Management agreement	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.4	Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation	DEW Native Vegetation has no record of any refusal or condition affecting this title

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

26.1	section 97 - Notice to pay levy in respect of costs of regional NRM board	The regional landscape board has no record of any notice affecting this title
26.2	section 123 - Notice to prepare an action plan for compliance with general statutory duty	The regional landscape board has no record of any notice affecting this title
26.3	section 134 - Notice to remove or modify a dam, embankment, wall or other obstruction or object	The regional landscape board has no record of any notice affecting this title
26.4	section 135 - Condition (that remains in force) of a permit	The regional landscape board has no record of any notice affecting this title
26.5	section 181 - Notice of instruction as to keeping or management of animal or plant	The regional landscape board has no record of any notice affecting this title
26.6	section 183 - Notice to prepare an action plan for the destruction or control of animals or plants	The regional landscape board has no record of any notice affecting this title
26.7	section 185 - Notice to pay costs of destruction or control of animals or plants on road reserve	The regional landscape board has no record of any notice affecting this title
26.8	section 187 - Notice requiring control or quarantine of animal or plant	The regional landscape board has no record of any notice affecting this title
26.9	section 193 - Protection order to secure compliance with specified provisions of the Act	The regional landscape board has no record of any order affecting this title
26.10	section 195 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act	The regional landscape board has no record of any order affecting this title
26.11	section 197 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act	The regional landscape board has no record of any authorisation affecting this title

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

27.1	section 21 - Notice of levy or contribution payable	Outback Communities Authority has no record affecting this title
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28. ***Phylloxera and Grape Industry Act 1995***

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

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

- 29.1 Part 5 - Planning and Design Code
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]
- Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated.
- also
- Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title
- also
- For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority
- also
- Contact the Local Government Authority for other details that might apply to a place of local heritage value
- also
- For details of declared significant trees affecting this title, contact the Local Government Authority
- also
- Code Amendment**
- Green Fields Centre - Thirteen Commercial Pty Ltd is proposing to rezone approx. 4.5 hectares of land at Part Lot 1001 Salisbury Highway Green Fields, to enable a retail based centre that will serve existing and future population growth. For more information, refer to the 'Code Amendments' page on the PlanSA portal: https://plan.sa.gov.au/have_your_say/ or phone PlanSA on 1800752664.
- Code Amendment**
- Statewide Bushfire Hazards Overlay - aims to review the current policy framework (spatial layers and policy content) of the six Hazard (Bushfire Risk) Overlays as well as explore other planning instruments and mechanisms to assist in mitigating bushfire hazard impacts. Please note that this Code Amendment only applies to a portion of some council areas. To understand if your property is affected, please check the bushfire hazard map at <https://plus.geodata.sa.gov.au/bushfire/index.html>. For more information, please visit https://plan.sa.gov.au/have_your_say/ or contact PlanSA via email (PlanSA@sa.gov.au) or telephone (1800 752 664).
- Code Amendment**
- 1113-1131 Port Wakefield Road, Employment Land - The Proponent seeks to rezone land located on Port Wakefield & Summer Roads at Waterloo Corner & Bolivar (Affected Area) from Deferred Urban to Employment. This proposal will enable the land to be developed for uses such as trade premises, retail showrooms & other employment. For more information visit the amendment webpage on the SA Planning Portal https://plan.sa.gov.au/have_your_say/general_consultations or phone PlanSA on 1800752664.
- Code Amendment**
- Accommodation Diversity - The State Planning Commission is proposing refinements to policy to provide more flexibility in housing design to encourage housing choices to meet the needs of South Australians. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal: https://plan.sa.gov.au/have_your_say/general_consultations or phone PlanSA on 1800 752 664.
- Code Amendment**
- Assessment Improvements - proposes a series of technical amendments to the Code

informed through the experience of planning practitioners and other users to improve assessment outcomes. The Code Amendment forms part of the Government of South Australia's response to the Planning System Implementation Review; it will implement some of the recommendations of the Expert Panel that were supported by the Government. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal: https://plan.sa.gov.au/have_your_say/general_consultations or phone PlanSA on 1800 752 664.

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

has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply

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

Contact the Local Government Authority for details relevant to this item

also

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

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

30.1 section 8 or 9 - Notice or order concerning pests

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

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

31.1 Part 3 - Notice

Public Health in DHW has no record of any notice or direction affecting this title

also

Contact the Local Government Authority for other details that might apply

31.2 *Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)* (revoked) Part 2 - Condition (that continues to apply) of an approval

Public Health in DHW has no record of any condition affecting this title

also

Contact the Local Government Authority for other details that might apply

31.3 *Public and Environmental Health (Waste Control) Regulations 2010* (revoked) regulation 19 - Maintenance order (that has not been complied with)

Public Health in DHW has no record of any order affecting this title

also

Contact the Local Government Authority for other details that might apply

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

32.1 section 66 - Direction or requirement to avert spread of disease

Public Health in DHW has no record of any direction or requirement affecting this title

32.2 section 92 - Notice

Public Health in DHW has no record of any notice affecting this title

also

Contact the Local Government Authority for other details that might apply

32.3 *South Australian Public Health (Wastewater) Regulations 2013* Part 4 - Condition (that continues to apply) of an approval

Public Health in DHW has no record of any condition affecting this title

also

Contact the Local Government Authority for other details that might apply

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

33.1 section 23 - Notice of contribution payable

DEW has no record of any notice affecting this title

34. ***Water Industry Act 2012***

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

**An SA Water Certificate will be forwarded.
If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950**

also

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

also

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

also

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

also

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

35. *Water Resources Act 1997* (repealed)

35.1 section 18 - Condition (that remains in force) of a permit

DEW has no record of any condition affecting this title

35.2 section 125 (or a corresponding previous enactment) - Notice to pay levy

DEW has no record of any notice affecting this title

36. Other charges

36.1 Charge of any kind affecting the land (not included in another item)

Refer to the Certificate of Title

also

Contact the vendor for these details

also

Contact the Local Government Authority for other details that might apply

Other Particulars

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

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

Additional Information

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

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

Notices

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

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

Building restrictions

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

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

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

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

Statutory easements

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

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

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

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

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

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

Land Tax Act 1936 and Regulations thereunder

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

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

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

Information should be obtained from:

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

Landscape South Australia 2019

Water Resources Management - Taking of underground water

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

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

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

Certificate of Title

Title Reference CT 6127/373
Status CURRENT
Easement YES
Owner Number 16447392
Address for Notices 77 MARTINS RD PARAFIELD GARDENS 5107
Area 495m² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

ADAM MARK RAFIK GOUGH
OF 7 RED GUM COURT PARAFIELD GARDENS SA 5107

Description of Land

ALLOTMENT 79 DEPOSITED PLAN 92759
IN THE AREA NAMED PARAFIELD GARDENS
HUNDRED OF YATALA

Last Sale Details

Dealing Reference TRANSFER (T) 12143318
Dealing Date 23/05/2014
Sale Price \$195,000
Sale Type TRANSFER FOR FULL MONETARY CONSIDERATION

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
AGREEMENT	11832238	CITY OF SALISBURY
ENCUMBRANCE	12143319	JOES GOLDEN GASOLINE CLASSIC IMPORTS PTY LTD (ACN: 065 311 462)
MORTGAGE	13469762	WESTPAC BANKING CORPORATION (ACN: 007 457 141)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
4443098359	CURRENT	7 RED GUM COURT, PARAFIELD GARDENS, SA 5107

Notations

Dealings Affecting Title

NIL

Notations on Plan

NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	4443098359
Type	Site & Capital Value
Date of Valuation	01/01/2024
Status	CURRENT
Operative From	01/07/2014
Property Location	7 RED GUM COURT, PARAFIELD GARDENS, SA 5107
Local Government	SALISBURY
Owner Names	ADAM MARK RAFIK GOUGH
Owner Number	16447392
Address for Notices	77 MARTINS RD PARAFIELD GARDENS 5107
Zone / Subzone	GN - General Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1100 - House
Description	7HDG
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
D92759 ALLOTMENT 79	CT 6127/373

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$435,000	\$770,000			

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Previous	\$390,000	\$700,000			

Building Details

Valuation Number	4443098359
Building Style	Mediterranean
Year Built	2015
Building Condition	Very Good
Wall Construction	Brick
Roof Construction	Galvanised Iron
Equivalent Main Area	195 sqm
Number of Main Rooms	7

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

Certificate of Title

Title Reference: CT 6127/373
Status: CURRENT
Edition: 5

Dealings

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

Priority Notices

NIL

Registrar-General's Notes

No Registrar-General's Notes exist for this title

Certificate of Title

Title Reference: CT 6127/373
Status: CURRENT
Parent Title(s): CT 6102/961
Dealing(s) Creating Title: RTC 12048531
Title Issued: 17/12/2013
Edition: 5

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
22/02/2021	25/02/2021	13469762	MORTGAGE	REGISTERED	WESTPAC BANKING CORPORATION (ACN: 007 457 141)
22/02/2021	25/02/2021	13469761	DISCHARGE OF MORTGAGE	REGISTERED	13047996
09/01/2019	14/01/2019	13047996	MORTGAGE	REGISTERED	AUSTRALIAN MILITARY BANK LTD. (ACN: 087 649 741)
09/01/2019	14/01/2019	13047995	DISCHARGE OF MORTGAGE	REGISTERED	12794792
12/09/2017	20/09/2017	12794792	MORTGAGE	REGISTERED	AUSTRALIA & NEW ZEALAND BANKING GROUP LTD. (ACN: 005 357 522)
12/09/2017	20/09/2017	12794791	DISCHARGE OF MORTGAGE	REGISTERED	12143320
06/06/2014	01/07/2014	12143320	MORTGAGE	REGISTERED	HOMESTART FINANCE
06/06/2014	01/07/2014	12143319	ENCUMBRANCE	REGISTERED	JOES GOLDEN GASOLINE CLASSIC IMPORTS PTY LTD (ACN: 065 311 462)
06/06/2014	01/07/2014	12143318	TRANSFER	REGISTERED	ADAM MARK RAFIK GOUGH
06/06/2014	01/07/2014	12143317	DISCHARGE OF MORTGAGE	REGISTERED	11948340
03/06/2013	21/06/2013	11948340	MORTGAGE	REGISTERED	NATIONAL AUSTRALIA BANK LTD.
10/10/2012	19/11/2012	11832238	AGREEMENT	REGISTERED	CITY OF SALISBURY

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
44 43098 35 9	CT6127373	7/4/2025	8244	2662737

ATHENA ENTERPRISES
 135 GREENHILL RD
 UNLEY SA 5061
 info@athenaenterprises.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: MR AMR GOUGH
 Location: 7 RED GUM CT PARAFIELD GARDENS LT 79 D92759
 Description: 7HDG Capital Value: \$ 770 000
 Rating: Residential

Periodic charges

Raised in current years to 31/3/2025

			\$
	Arrears as at: 30/6/2024	:	374.50CR
Water main available: 1/7/2014	Water rates	:	235.80
Sewer main available: 1/7/2014	Sewer rates	:	359.22
	Water use	:	301.16
	SA Govt concession	:	0.00
	Recycled Water Use	:	0.00
	Service Rent	:	0.00
	Recycled Service Rent	:	0.00
	Other charges	:	0.00
	Goods and Services Tax	:	0.00
	Amount paid	:	680.00CR
	Balance outstanding	:	158.32CR

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

Next quarterly charges: Water supply: 78.60 Sewer: 119.74 Bill: 28/5/2025

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

The last Water Use Year ended on 22/05/2024.

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

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

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

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

South Australian Water Corporation

Name:
MR AMR GOUGH

Water & Sewer Account
Acct. No.: 44 43098 35 9

Amount: _____

Address:
7 RED GUM CT PARAFIELD GARDENS LT
79 D92759

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	4443098359



Bill code: 8888
Ref: 4443098359

Telephone and Internet Banking — BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More information at bpay.com.au



Paying online

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



Paying by phone

Call 1300 650 870 and pay by phone using your Visa/Mastercard 24/7.
SA Water account number: 4443098359



**Government of
South Australia**

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

1300 SA WATER
(1300 729 283)
ABN 69 336 525 019
sawater.com.au

Our Ref: 676694
Account No: 4443098359
Enquiries: David Baker
Office Hours: 8:00am to 4:00pm
Telephone: (08) 7424 1360
Facsimile: (08) 7003 1360
Date: 20/02/2019

**SOUTH AUSTRALIAN
WATER CORPORATION**

SA Water House
250 Victoria Square
Adelaide SA 5000

GPO Box 1751
Adelaide SA 5001

Telephone +61 8 1300 650 950

ABN 69 336 525 019

A M GOUGH
7 RED GUM CT
PARAFIELD GARDENS SA 5107

NOTICE OF ENCROACHMENT

Permission has been granted for the following encroachment on the sewerage easement at:

7 RED GUM CT PARAFIELD GARDENS SA 5107

Authorised encroachment: PERGOLA

Easements ensure that the corporation maintains free and unrestricted access for the construction and maintenance of mains and fittings. Encroachments are permitted subject to strict installation conditions and ongoing restrictions.

Encroachment conditions:

Any concrete flooring or paving installed within 0.6 metres on either side of the centre line of the main shall be laid as slabs of not more than 1.0 metres x 1.2 metres.

The level of the ground surface over the easement shall not be altered by excavation or filling without prior corporation approval.

No encroachment may be altered, added or relocated without prior corporation approval.

The corporation does not accept liability for any damage or loss to the encroachment as a result of corporation operations within the easement.

A notice of advice is hereby issued against the above property in respect to the authorised encroachment.

Yours Sincerely



_____(signed) For Chief Executive Officer



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: 2662737

RUI LI
POST OFFICE BOX 197
GOODWOOD SA 5034

DATE OF ISSUE

07/04/2025

ENQUIRIES:

Tel: (08) 8226 3750

Email: revsaesl@sa.gov.au

OWNERSHIP NUMBER

16447392

OWNERSHIP NAME

A M GOUGH

PROPERTY DESCRIPTION

7 RED GUM CT / PARAFIELD GARDENS SA 5107 / LT 79 D92759

ASSESSMENT NUMBER

4443098359

TITLE REF.

(A "+" indicates multiple titles)

CT 6127/373

CAPITAL VALUE

\$770,000.00

AREA / FACTOR

R4
1.000

LAND USE / FACTOR

RE
0.400

LEVY DETAILS:

FINANCIAL YEAR

2024-2025

FIXED CHARGE

+ VARIABLE CHARGE

- REMISSION

- CONCESSION

+ ARREARS / - PAYMENTS

= AMOUNT PAYABLE

\$ 50.00
\$ 290.10
\$ 178.65
\$ 0.00
\$ 235.11
\$ 396.56

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

06/07/2025



**Government of
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

PAYMENT REMITTANCE ADVICE

OWNERSHIP NUMBER

16447392

OWNERSHIP NAME

A M GOUGH

ASSESSMENT NUMBER

4443098359

AMOUNT PAYABLE

\$396.56

AGENT NUMBER

100023991

AGENT NAME

RUI LI

EXPIRY DATE

06/07/2025

+70006376160022> +001571+ <0550593727> <0000039656> +444+

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 Billers Code: 456285 Ref: 7000637616 Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au ® Registered to BPAY Pty Ltd ABN 69 079 137 518	 To pay via the internet go to: www.revenuesaonline.sa.gov.au	 Send your cheque or money order, made payable to the Community Emergency Services Fund, along with this Payment Remittance Advice to: Revenue SA Locked Bag 555 ADELAIDE SA 5001
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OFFICIAL: Sensitive



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: 2662737

RUI LI
POST OFFICE BOX 197
GOODWOOD SA 5034

DATE OF ISSUE

07/04/2025

ENQUIRIES:

Tel: (08) 8226 3750

Email: landtax@sa.gov.au

OWNERSHIP NAME

A M GOUGH

FINANCIAL YEAR

2024-2025

PROPERTY DESCRIPTION

7 RED GUM CT / PARAFIELD GARDENS SA 5107 / LT 79 D92759

ASSESSMENT NUMBER

4443098359

TITLE REF.

(A "+" indicates multiple titles)

CT 6127/373

TAXABLE SITE VALUE

\$435,000.00

AREA

0.0495 HA

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

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

Please Note:

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

ON OR BEFORE

06/07/2025



**Government of
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 Billers Code: 456293 Ref: 7000637525 Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au ® Registered to BPAY Pty Ltd ABN 69 079 137 518	 To pay via the internet go to: www.revenuesaonline.sa.gov.au	 Send your cheque or money order, made payable to the Commissioner of State Taxation , along with this Payment Remittance Advice to: Revenue SA Locked Bag 555 ADELAIDE SA 5001
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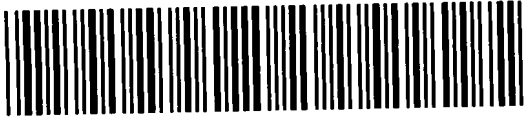
OFFICIAL: Sensitive

ATTACHMENT E -

Form 1 - Vendor's statement (Section 7 Land and Business (Sale and Conveyancing) Act 1994)

This Attachment page is to be used only if there is insufficient space in the Part, Division, particulars or item. Please insert the relevant corresponding Part, Division, particulars or item number and heading.

E 12143319



12:51 6-Jun-2014

Single Copy Only

3 of 4

Fees: \$148.00

Prefix
E
Series No.
3

7148.00

6614

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES OF THE
REAL PROPERTY ACT

Registered Conveyancer
H.G. PAPAS

AGENT CODE

Lodged by: **AK & JAMIL DRED**

AJMI

Correction to: HGP CONVEYANCING PTY.LTD. (HGPC)
TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH
INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

1.
2.
3.

SINGLE COPY ONLY

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

1.
2.
3.
4.

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

ITEM(S)	AGENT CODE

**LAND TITLES REGISTRATION
OFFICE**

SOUTH AUSTRALIA

MEMORANDUM OF ENCUMBRANCE

FORM APPROVED BY THE REGISTRAR-GENERAL

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

Revenue SA - Stamp Duty - ABN 19 040 349 865 ©

RevNet ID/PRA Bundle No.:

Orig/ Copy of /with copies

Consideration / Value / Security: \$

SA Proportion (if applicable) : \$

SD: \$ LTO Fees: \$

Int: \$ Pen/Add Tax: \$

Signature : Date: ____/____/____

CORRECTION

PASSED

REGISTERED

- 1 JUL 2013

Pro

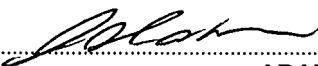


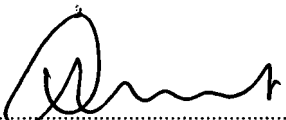
IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE in accordance with the terms and conditions expressed herein and subject to such exclusions and amendments specified herein.

DATED 12th June 2014

EXECUTION

Signed by the said Encumbrancer(s):


Signature of ENCUMBRANCER - ADAM MARK RAFIK GOUGH


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

LEANNE FROST
Print Full Name of Witness

PO BOX 6249
Address of Witness

LINDEN PARK SA 5065
Address of Witness

Business Hours Telephone Number..... 8338 1831

MEMORANDUM OF ENCUMBRANCE**CERTIFICATE(S) OF TITLE BEING ENCUMBERED**

The Whole of the land comprised in Certificate of Title Register Book
Volume 6127 Folio 373

ESTATE AND INTEREST

An estate in fee simple

ENCUMBRANCES

Agreement No. 11832238

ENCUMBRANCER (Full Name and Address)

ADAM MARK RAFIK GOUGH

OF ALLOTMENT 79 REDGUM COURT PARAFIELD GARDENS SA 5107

ENCUMBRANCEE (Full Name, Address and Mode of Holding)

JOE'S GOLDEN GASOLINE CLASSIC IMPORTS PTY.LTD. (A.C.N.: 065 311 462)
 OF 357 MARTINS ROAD PARAFIELD GARDENS SA 5107

OPERATIVE CLAUSE

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

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

(a) TEN CENTS \$0.10 (if demanded)

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

(b) TO BE PAID TO THE ENCUMBRANCEE
 as a yearly rent charge for a term of 999 years
 commencing on the date of this Encumbrance

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

(c) AT THE TIMES AND IN THE MANNER FOLLOWING
 on the first day of January in each year commencing on
 the 1st day of January following the date of this
 Encumbrance AND with the performance and observance
 of the following covenants

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:

The purpose of this encumbrance

1. The encumbrancer on page 1 ("you", "your") grants this encumbrance –
 - 1.1. for the benefit of the encumbrancee on page 1 ("we", "our", "us")
 - 1.2. for the benefit of each present and future owner of the land
 - 1.3. to charge the land on page 1 ("the land") with the payment of the annuity on page 1 ("the rent charge")
 - 1.4. for the purpose of a common building scheme for the development zone ("development zone")
 - 1.5. with the intent that its covenants run with the land and be binding also on anyone who becomes the owner of the land after you.

Interpreting this encumbrance

2. In this encumbrance, unless the contrary intention appears –
 - 2.1. "the land" means all the land and any rights and easements described above
 - 2.2. "development zone" means allotments 50–135 in the Deposited Plan.
 - 2.3. "special building features" means features relating to recycling, energy conservation and or environmental management
 - 2.4. "building design and guidelines" means residential dwelling designs and plans incorporating but not limited to :-
 - Building Envelope and Set Backs
 - Site Coverage
 - Private Open Space (POS)
 - Heights and Scales for Single Storey and Two Storey dwellings
 - Materials, Finishes and Colours
 - Fencing Principles
 - Driveways and Crossovers
 - Landscape Designs
 - Sustainability / Renewable Energy
 - 2.5. "development" means work of any kind, including but not limited to –
 - "building works" as defined in the Building Works Contractors Act
 - the construction or alteration of any permanent or temporary structure
 - earthworks or landscaping of any kind
 - repairs, painting or improvements of any kind
 - 2.6. reference to giving access to us includes giving access to our employees agents and contractors
 - 2.7. reference to a party includes the party's successors and transferees (and also the party's personal representatives if the party is a natural person)

2.8. reference to any statute includes statutes which change or replace it and

2.9. any word indicating the singular includes the plural and vice versa

3. If there are more than one of you then –

3.1. we only have to give notices to one of you and

3.2. all your obligations in this encumbrance are joint and several

4. Restrictions on the use and Building Development upon the land.

You must use the land only for private residential purposes

Dwelling

During the continuance of this encumbrance, you SHALL NOT:

4.1. erect or cause to be erected any building or structure other than one main dwelling house together with the usual domestic outbuildings ancillary to the use of such dwelling house.

4.2. place any advertising or business signage on the land or in the front window or on the walls of any residential dwelling house except real estate signage associated with the sale of an established home.

4.3. delay or permit to be delayed the completion of the construction of the dwelling house after construction of the same has commenced.

Carport/Sheds

During the continuance of this encumbrance, you SHALL NOT:

4.4. erect or cause to be erected unless otherwise approved by us on the land any dwelling house which does not provide accommodation for at least one vehicle either in the form of one carport under the main roof or the dwelling house or other suitable free standing vehicle accommodation having a roof line similar in style and of the same roofing materials as that of the dwelling house.

4.5. erect or cause to be erected any shed, garden shed or outbuilding which shall be other than a maximum height of 2.4 m with a ridge height of 3.0m.

4.6. erect or cause to be erected any shed or outbuilding within 10 m of any road or reserve

4.7. erect or cause to be erected any shed or outbuilding except that the same shall be constructed with "Smooth Cream" or "Willow" (or such other colour in the colourbond range approved by us) coloured material and be of powder coated cladding.

4.8. erect or cause to be erected any shed or outbuilding greater in area than 10m² without first obtaining prior written approval from both the relevant council and us.

5. Standard Development Guidelines.

You must obey any development and building guidelines we issue from time to time relating to carrying out any development and building on the land and in particular to the standard guidelines incorporated herein and which form part of this Encumbrance.

6. Fencing

During the continuance of this encumbrance you shall not :

6.1 erect or cause to be erected any fence forward of the building alignment or on the front alignment of the land (unless the land is a corner allotment and has two front alignments) in which case you may erect a fence along one of the front alignments for the purpose of enclosing a ground at the rear of the land provided that such fence does not extend within 8m of the front alignment. You may, with our prior written approval, erect a decorative fence of not more than 1.2 m in height (made of new, non-reflective materials) at such place or places and of such design as we may from time to time determine.

6.2 erect or cause to be erected any fence on the land which is less than 1800 mm in height and all fencing shall be constructed of powder coated steel materials in either a post and rail style or a good neighbour modular style and shall be the colour "Willow" (in the colourbond range) on both sides.

7. Landscaping and Maintenance

Landscaping of the front garden (ie: between the front dwelling façade and the front allotment boundary) is to be completed upon the earlier of 6 months of completion or occupation of the residential dwelling .

7.1 You shall at all times thereafter maintain, keep tidy and care for the landscaping to an acceptable standard and for the purposes of this clause act in good faith in determination of acceptable standards.

7.2 You shall not permit any carparking area to be used other than for vehicle parking

7.3 You must not permit any rubbish bin or similar receptacle to be placed between the front of any building erected on the land and the street alignment save and except when a bin is to be placed immediately before being emptied or removed.

7.4 You must not store or keep any goods (ie: article , material ,equipment or stored vehicle) between the front of any building erected on the land and the street alignment save and except immediately before and during loading and unloading.

8. Rules governing the use of the land

You must obey the following rules in using or owning the land

8.1 You must not subdivide the land or create any additional allotment from it.

8.2 Transportable buildings are not permitted on the land

8.3 You must not use any caravan, tent or other shelter on the land as a place of residence

8.4 You must not make any claim against us for the cost of (or for contribution to the cost of) erecting a fence between the land and any land of ours. You indemnify us against such claim.

8.5 You must site your dwelling, driveway and crossover in accordance with the Building Envelope Plan as issued by the Developer and or the Local Government Authority (Council) from time to time.

8.6 You must commence construction of a dwelling on the land within 36 months of the date of this encumbrance and have completed construction within 12 months thereafter.

9. The provisions referred to in the above Clause 8 include, amongst other rights and obligations –

9.1 an obligation on you to keep all improvements on the land in good repair

9.2 a right of ours to enter upon the land, upon giving the occupier of the dwelling house reasonable notice of our intention to do so, to inspect the state of repair of such improvements

9.3 an obligation on you to pay the rent charge at the time and in the manner set out in this encumbrance

10. The provisions of the Law of Property Act and the Real Property Act relating to encumbrances apply to this encumbrance.

11. Power of sale of the land

Notwithstanding s.136 of the Real Property Act, you agree that we may, if we exercise our power of sale, require the purchaser of the land to accept the sale of the land subject to an encumbrance in the same terms as this encumbrance.

Your obligations on transferring the land

12. If you wish to sell or otherwise transfer the land before construction of a dwelling house you must advise the proposed transferee of the remaining time (unexpired term of 18 months commencing from the date of this encumbrance) pursuant to clause 6.6 herein for the construction of a dwelling.

13. Any application for extension of time for construction of a dwelling shall be in writing and shall be served on us by being left at or posted in a pre-paid envelope addressed to us at our office in South Australia and any grant of extension of time shall be at the absolute discretion of the Encumbrancee.

14. If you cease to be a registered proprietor of the land, you must tell us the name and address of any new proprietor. Once you do so, you will no longer be liable to pay us the rent charge. The covenants in this encumbrance only bind the registered proprietor of the land for the time being.

15. You must cause the prospective purchaser to execute in our favour an encumbrance substantially in the same form as this encumbrance. You must also cause that encumbrance to be registered immediately after the transfer of the land to the purchaser, and before any other interest in the land is created.

16. Waiver and assignment

We may, in our absolute discretion, waive compliance with any development guidelines, or with any of the requirements of this encumbrance.

We may modify waive or release any of the covenants in this encumbrance. A party's action, or lack of it, on any disobedience of this encumbrance by the other does not

16.1 affect the party's rights if the other repeats or continues the disobedience or

16.2 disobeys this encumbrance in another way

16.3 No waiver is effective unless in writing signed by our authorised officer.

17. Assignment by us

We may transfer or assign our rights under this encumbrance

18. Severance of invalid clauses

If any clause of this encumbrance is void or unenforceable then it must be read down so that it is not void or unenforceable.

18.1 If it cannot be read down, it must be severed (that is, treated as if cut out)

18.2 The rest of this encumbrance is not affected if any clauses are read down or severed

19. Payment of costs

The costs incidental to the preparation of this encumbrance, and the stamp duty and registration fee on it, must be paid by you.

You must also pay us any costs we incur as a result of any breach of this encumbrance by you or your employees, agents contractors or invitees

How notices may be given

20. All notices (including approvals or demands)

- 20.1. must be in writing
- 20.2. must be given to the other party
- 20.3. can be given in person
- 20.4. can be left at the other party's address on page 1, or at the other party's last known address
- 20.5. can be sent there by post, but they must be correctly addressed and posted
- 20.6. can be given to you by being left at, or sent by post to, the land
- 20.7. are, if posted, treated as given the next business day after posting
- 20.8. may, if the party has a facsimile number, be sent by facsimile transmission to that facsimile number. In that case, the notice is treated as having been given when the sender's facsimile machine confirms that the transmission has been successfully completed
- 20.9. may be signed by a party, or any person that party authorises to sign it.

Sunset Clause

21. Our rights and obligations as the Encumbrancee (but not those of any person claiming under the Encumbrancee as a purchase of any land in the Development Zone) will cease from whichever of the following dates occurs first:

- 21.1. a date being five (5) years after the practical completion of any approved dwelling upon the last remaining vacant allotment in the Development Zone (excluding any allotment upon which no dwelling is permitted to be erected) or
- 21.2. the 31 day of December 2018.

THE FOLLOWING STANDARD DEVELOPMENT GUIDELINES FORM PART OF THIS ENCUMBRANCE

1 The Glades Development Vision

1.1 About The Glades

The Glades is part of a master planned urban development within the City of Salisbury. It is being developed with consideration of providing quality affordable housing solutions and supporting the wider objectives of sustainability and social interaction.

1.2 Design Philosophy

1.2.1 A key goal of The Glades is the promotion of a design philosophy built on:

- Project vision, design and presentation excellence;
- Innovation in dwelling and land product;
- Providing greater housing choice with a broad price range, including both traditional detached housing and a range of new affordable housing products;
- Sensitive environmental management;
- Responsible management of stormwater and promotion of recycled water.

1.2.2 To achieve these aims a level of development guidance is required in the form of Development Guidelines.

2 About the Development Guidelines

2.1 Purpose of the Development Guidelines

- 2.1.1 The purpose of The Glades Development Guidelines is to ensure that the physical arrangement of buildings and their relationship to each other and the surrounding environment reflects the vision of the development.
- 2.1.2 The Guidelines address the quality of the built form and landscape both in terms of appearance and the achievement of sustainability initiatives.
- 2.1.3 The Guidelines are provided to assist purchasers, designers and builders. They aim to create high quality built outcomes that enhance the community lifestyle over time. They provide certainty about the quality of dwellings and gardens, and how they interact with neighbouring public open spaces and dwelling.
- 2.1.4 The guidelines should be used in conjunction with the city of Salisbury Development Plan as it provides a full range of development controls for residential development in this area as well as the Development Act and Development Regulations (including the Residential Code).
- 2.1.5 These guidelines form part of The Glades Land Management Agreement that is attached to the Certificate of Title of all allotments within. Thus, purchasers are contractually obligated (and protected) to comply with these guidelines (unless a variation is agreed to by the Encumbrance Manager).
- 2.1.6 The Guidelines have been formulated to allow a sufficient level of flexibility that can cater for individually and personal choice of purchasers and designers.

2.2 Development Guidelines Structure

- 2.2.1 The structure of the Development Guidelines follows the design process and is set out as follows:

About the Development Guidelines: A background to the development guidelines and its role in approving your development;

Designing and Siting your Dwelling: How to best design and site your dwelling to create your dream home;

Sustainability Principles: A sustainability focus for the development of all dwellings;

Building on your Site: Steps to maintain a safe, orderly and environmentally responsible building site;

Development Submission Form: To be completed and submitted with your dwelling design.

2.3 Development Approval Process

- 2.3.1. When you purchase an allotment within The Glades, you will note that a Land Management Agreement inclusive of Development Guidelines has been registered on the Certificate of Title. These documents require that prior to commencement of any development on your allotment, approval must be obtained from the Encumbrance Manager (in addition to normal Council approvals).
- 2.3.2. If it is uncertain whether or not a proposed development adheres to the requirements of these Development Guidelines, a sketch or concept plan should be provided to and assessed by the Encumbrance Manager before drawings are finalized for formal submission. This is to ensure the process is streamlined to avoid additional costly design work.

2.3.3. The Encumbrancee has appointed the City of Salisbury Building Certification Unit to be its Encumbrance Manager for the purposes of these Development Guidelines. The Encumbrancee reserves the right to appoint an alternative Encumbrance Manager from time to time.
All development applications are therefore to be lodged directly with the Encumbrance Manager.

2.3.4. In assessing applications relative to the Development Guidelines, the Encumbrance Manager, may agree to approve proposals that do not conform to the Guidelines.

2.3.5. Applications for Development Guidelines Approval should be forwarded to:

By Post:
Encumbrance Manager
The Glades
City of Salisbury
PO Box 8,
Salisbury SA 5108

2.3.6. The diagram below illustrates the approval process:

- **Check Guidelines:** to see if there are any conditions or prerequisites for your site;
- **Preliminary Design:** prepare plans for your site. This can be in the form of a simple sketch of the dwelling you plan to put on your site. Discuss early design with the Encumbrance Manager to better finalise the design;
- **Design:** at this stage adjustments should be made to the preliminary design in preparation to submit a format application;
- **Application:** together with your dwelling and landscape plans, prepare and submit a Development Guidelines Application Form. Development Application for planning and building approval and Development applications fee to the Encumbrance Manager;
- **Encumbrance Approval:** once the application has been approved by the Encumbrance Manager, the plans will be stamped and forwarded to the applicant and/or Owner and Council and Council's Development Assessment Officer for assessment;
- **Council Approval:** at this stage your stamped plans will be processed in accordance with the development Act and Regulations and assessed against the City of Salisbury's Development Plan. Building Certification will also be required. Once Development Approval has been obtained from the City of Salisbury, construction of your dwelling can commence;
- **Construction:** your dwelling must be fully constructed on or before 5 years from the date of your purchase contract.
- **Inspection:** once the construction of your dwelling has been completed the Encumbrance Manager may examine the works to ensure there is compliance with the approved plans.

A fee of \$150.00 plus GST is require to administer this encumbrance process. Fees should be made payable to the City of Salisbury. These fees are in addition to the statutory fees associated with Development Approval.

3 About the Development Guidelines

2.4 Planning Design Principles

3.1.1 **Land Use** : consideration is placed on land use to ensure the development is consistent with both the overall vision of the City of Salisbury and The Glades development.

3.1.2 Planning the Siting of your dwelling:

Building Envelope and Set-backs – a building envelope plan is prepared for each allotment that specifies the area of the site within which your dwelling should be located (refer to Appendix 1). The siting of your dwelling needs to comply with the building envelope in order to gain Encumbrance Approval. Each envelope indicates the following:

- The minimum setback from each boundary for one and two storey developments;
- Appropriate locations for any buildings to the boundary for garage/carports;
- Location of driveways.

The building envelope and setbacks indicated in the plan within Appendix 1 is relevant for all buildings and structures (including porticos and bay-windows) but excluding eaves.

Site Coverage – the proposed development should be sited to allow for enough coverage to cater for appropriate dimensions, based on allotment size, of both private open space and landscaping space on the site.

Maximum site coverage of 60% (including verandahs)

Private Open Space (POS) – the intent of these guidelines is to ensure a pleasant environment when outdoor and indoor elements of the dwelling are linked. Good dwelling siting and design can help protect your privacy as well as your neighbours, thus private open space areas must comply with the following requirements, this is in accordance with the Residential Code of the Development Regulations (2008):

- If the allotment size is greater than 500m² it must have a minimum POS area of 80m² with a minimum dimension of 4m;
- If the allotment size is between 300 – 500m² it must have a minimum POS area of 60m² with a minimum dimension of 4m;
- If the allotment size is between less than 300m² it must have a minimum POS area of 24m² with a minimum dimension of 3m.

When calculating your POS:

- Any area at ground level at the front of the dwelling is not to be included;
- Each area at ground level must have a width of at least 2.5m; and
- The development will not result in the dwelling not having a setback of at least 900mm on at least 1 side boundary.

Incurring Costs

- Costs associated to the relocation, removal or establishment of any infrastructure services, utilities, street trees, landscaping, footpaths, kerbing, fencing, retaining walls, driveways etc that are required due to the design and siting of the dwelling must be paid for by the purchaser;
- Any owner works as per above must satisfy the overall vision of the site, thus construction must match existing infrastructure in terms of colour and material choices as well as location etc.

2.5 Building Design Principles

2.5.1 **Building design/appearance**: these guidelines encourage the design of a dwelling to be based on the orientation or location of the site. The use of different levels, articulation, placement of windows and spaces and indoor-outdoor living spaces etc can all be advantageously implemented to improve the purchaser's quality of life through views and allowing for maximum natural light.

Through responsive design the purchaser also has the opportunity to reflect their surrounding environment, while maintaining a high level of individuality, through a variety of material, colour and finish choices

Built Form Facades – in order to create an attractive streetscape it is important to avoid unsightly blank walls and reducing the bulk of the dwelling so it does not appear physically overwhelming next to neighbouring structures, disrupting the continuity of the estate. This can be achieved by incorporating some or all of the

following design elements:

- Vary the built form setbacks of facades (excluding garages or carports) or have protruding or recessed features on facades to create more visual interest;
- Incorporate one of the following building elements: verandah, balcony, deck, terrace, porch, portico, sculptures or patterns;
- Architectural features for roof forms (attic windows, gables etc);
- Architectural design elements for windows.

Dwellings on corner allotments should be designed to address both street frontages. Additional design guidelines for corner allotments are discussed later in this document.

Height and Scale – To limit overshadowing and infringement on the privacy of neighbours it is necessary that the heights of dwellings be guided by the following maximum heights:

- Single Storey : 3.0m wall height and 6.0m to the roof ridgeline;
- Two Storeys : 6.0m wall height and 9.0m to the roof ridgeline.

Materials, finishes and colours – this is an important part of achieving an individual feel to your dwelling as well as improving the amenity of the area. Dwelling plans need to identify proposed materials, colours and textures.

The portion of dwellings, buildings and structures that front a street or adjoin a public reserve, should incorporate a mix of at least two of the following different materials:

- Contemporary face brick or bagged brick;
- Cement rendered concrete, brick or rendered lightweight materials such as rendered hebel, render or texture-coated fibre cement or render panel;
- Stone or stone render;
- Timber paneling;
- Feature sections of coloured metal sheeting (excluding the roof);
- Contemporary style planking.

The following materials are NOT permitted for dwelling facades:

- Colourbond Sheetting (except as a roofing material or used as discrete highlights in the building façade);
- Unpainted or unrendered cement sheeting or similar;
- Galvanised steel;
- Used or second-hand materials, asbestos cement, fiberglass, plastic or rubber or any material of a like nature.

Roof Colour Materials

With respect to roof materials:

- Roof tiles and sheets colour must complement the dwelling's style;
- Tiles and colour coated metal materials are permitted;
- Uncoloured zincalume is not permitted.

Colours

With respect to roof design:

- At least two complementary colours applied in an appropriate scheme should be used on the façade (including gutters);
- Bright and highly contrasting colours should not be used. Colours should complement the character of the estate.

3.2.2 Roof Design

With respect to roof design:

- Articulated roof forms are encouraged in order to create visual interest. The implementation of hips, gables or other decorative architectural elements is also encouraged to add further interest;
- All roofs for single storey dwelling must have a pitch not less than 25 degrees.

3.2.3 Corner Buildings : The following requirements apply to dwellings that are constructed on corner allotments or where the allotment adjoins a public reserve.

- The design treatments used on the front street façade must follow onto the secondary street (or reserve) facades (at least for a depth of 1.5 metres from the corner of the dwelling) at the same quality of detail and articulation;
- Blank walls on secondary street or reserve facades will not be permitted within the 1.5 metre zone (measured from the corner of the dwelling).

Design treatments to address secondary facades could include the following:

- Large windows;
- Wrap around verandahs;
- Balconies.

3.2.4 Garages and Driveways – These are important considerations when designing the dwelling as they impact on the appearance and quality of the streetscape.

Driveways should:

- Be located in accordance to the Building Envelope Plan;
- Be constructed prior to occupation of the dwelling;
- Conclude at the front allotment boundary.

Garages and Carports:

- Must have a minimum set back of 5.5m from the front allotment boundary;
- Must have a door opening not exceeding 50% of the allotment frontage;
- In respect to carports, are required to have corner pillars that must match the style of the dwelling in terms of material and colour.

3.3 Fencing Principles

3.3.1 The edges of your allotment represent an extension of the design of your dwelling thus, fences and retaining walls are an integral part of the design and their appearance, if not designed in a coordinated manner, can undermine the quality appearance of your property.

3.3.2 No Front Fencing : No fencing located in-front of the dwelling's building street façade is permitted.

3.3.3 Side and Rear Fencing : Side and rear boundary fences should have a maximum height of 1800mm and be a "good neighbour modular" style. All fencing shall be constructed with the "colourbond willow" colour – on both sides.

3.3.4 Fences on Corner Allotments and Adjoining Reserves : Dwellings located on corner allotments or that adjoin a public reserve should ensure the fence fronting the secondary road boundary or the public reserve is setback at least 1.5 metres behind the front façade of the dwelling.

3.4 Landscape Design Principles

3.4.1 Design Philosophy : the design can consist of a mixture of native and exotic plants.

There should be a sense of coordination and integration regarding the style of landscape design which should be evident throughout the property.

3.4.2 Front yard landscaping and gardens visible to the street.

The dwelling should be designed with the following criteria:

- Landscaping of the front garden (eg. between the front dwelling façade and the front allotment boundary) is to be completed upon the earlier of 6 months of completion or occupation of the dwelling.
- Landscape and maintain the land should be in accordance with The Glades Landscape Guidelines (refer to Appendix 2);
- Utilise the landscape practice of 'hydrozoning' by grouping plants with similar watering requirements;
- Minimise the use of turf/lawn;
- Consider permeable pavements wherever possible;
- Utilise small retention areas, rain gardens etc to collect and slow water runoff;
- Landscape treatments should be kept within the scale of your dwelling;
- The use of drip irrigation systems are encouraged.

3.4.3 Driveway crossover and paving

- The driveway must be constructed from the same materials and colours that will be used for the crossover (eg. area between the gutter and the driveway to the front allotment boundary);
- Driveways and crossovers must be completed prior to occupation of the dwelling;
- Driveways must be aligned with existing crossovers, unless rollover kerbs are considered;
- Only one driveway / cross over is permitted per allotment.
- Rollover kerbs are not allowed on the collector roads as well as on properties fronting reserves and adjacent to roundabouts.

3.4.5 Establishment and maintenance

- You shall at all times thereafter maintain, keep tidy and care for the front yard landscape and garden visible to the street;
- You must act in good faith in determining the standard acceptable for the purposes of maintaining the front yard landscape.

4. Sustainability Principles

Outlined below are ways of making a difference and improving the sustainability and comfort of your dwelling, from passive building design techniques, water conservation, sustainable landscaping to the adoption of renewable energy.

4.1. Building Design

4.1.1 Orientation and winter solar gain

Correctly orientating your dwelling to harvest the sun's warmth in winter and maximize your dwelling's ability to capture cooling breezes in summer will help maintain a natural comfortable temperature within your dwelling through every season with minimal assistance from heating and cooling.

All daytime living spaces including living, kitchen, dining, family, study areas and outdoor spaces / courtyards should be orientated to the north and face private open space areas in order to have access to daylight and solar access gain all year round.

4.1.2 Windows / Glazing

Windows (and doors) provide the important benefits of access to light, heat, air and views. Maximising benefit depends on orientation, shading, size, quality, and the area of glass relative to both the floor area and solid wall areas. Walls that do not have exposure to winter sun should have less glazing.

The use of double glazing (particularly for windows to living areas and bedrooms) or comfort glass or a similar product that achieves a higher level of thermal performance than standard glass is recommended.

High thermal performance window (and door) framing options include the following:

- Timber or uPVC;
- Aluminium, thermally improved (thermal break).

4.1.3 Shading

Internal comfort during warmer months requires that windows facing north, east and west are effectively shaded.

Consider appropriate design techniques to avoid heat gain whilst maintaining your views. Techniques include eaves, verandahs, balconies, window shades, double glazing windows, blinds and vegetation around the home.

Eaves with a minimum width of 900mm to the north, west and east sides of the home are most effective.

Use of retractable shading/shelter of external living areas will encourage outdoor living all year round.

4.1.4 Ventilation, Sealing and Zoning

Zoning of living areas by incorporating doors between internal 'zones' to separate living, sleeping and utility areas provides improved efficiency of heating and cooling systems.

The home design should encourage a layout and external opening that provide for cross ventilation and provide low and high level openings to provide for vertical ventilation. In summary, cooler air enters through the low openings and pushes the warmer air out through the higher openings.

Installing windows and doors with high quality fully sealing devices will also improve thermal performance and general comfort.

4.1.5 Insulation

Use insulation in walls of R2.0 and in ceilings R3.5 will help improve thermal performance. This is a very cost effective option to make your home more comfortable and energy efficient. Types of wall insulation available include rockwool, glasswool, sheeps wool, cellulose fibre, reflective foil sheets, insulation and aircell.

Insulated roofs fitted with reflective foils and with bulk or proven similarly acting insulation products will reduce the impact of high levels of solar radiation and other heat gain and loss.

4.2. Water Conservation

4.2.1 Drinking and Recycled Water

All homes in The Glades will be connected to a dual reticulation water system which provides a mains water drinking water and a non-potable reclaimed, recycled and/or reuse water connection (as part of the City of Salisbury's re Water scheme) at the front boundary of the allotment. The drinking water connection will have a standard brass coloured meter and will provide water from the WA Water mains. The recycled water connection and meter will be coloured lilac and will provide treated stormwater for use in the home and garden.

Recycled water is to be provided for all toilet flushing, cold washing machine and external (irrigation) use.

Each owner will be required to enter into a Land Management Agreement relating to the supply of reWater by the Council.

4.2.2 Rainwater Tanks

Rainwater tanks will not need to be installed provided connection and use of recycled water is adopted.

4.2.3 Fixtures and Appliances

The use of water efficient fixtures and appliances can save considerable quantities of water. Each dwelling should consider the use of 4 star toilets, 3 star showerheads, and 4 star dishwashers where possible. For star ratings indicating water efficiency please refer to the Water Efficiency Labelling and Standards (WELS) rating scheme.

4.3. Renewable Energy

All The Glades homes are to be designed to incorporate at least one of the following three options:

1. Include a gas or electric boosted solar hot water system.
2. Include an electric heat pump hot water system which is eligible for greater than 28 Renewable Energy Certificates.
3. Include 1.5kW of photo-voltaic solar cells.

5. Building on your Site

5.1. Promotion of clean site initiatives

Solid Wastes – All building materials and wastes associated with on-site construction must be contained and stored within the subject area until proper disposal procedures can be utilised. Light wastes (plaster and cement bags, plastics, wrappings etc) should be disposed of in covered waste bins on-site.

Dust Emissions – The emissions of dust should be minimized as it is a major pollutant to stormwater and a significant nuisance to neighbouring residents.

Steps that can be taken to lessen the spread of dust include:

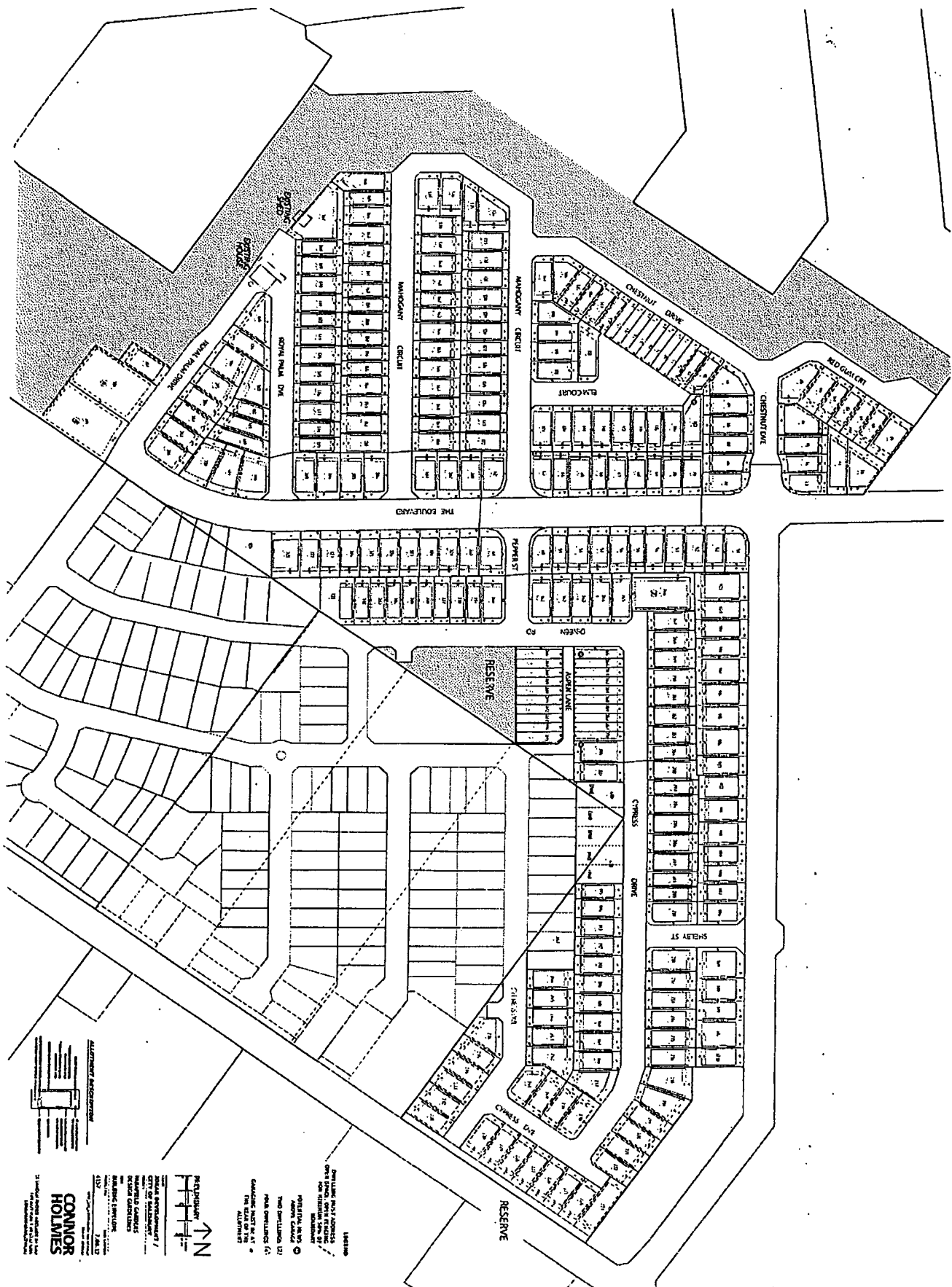
- Regularly coating roadways, entrances and main traffic areas with dust suppressants. Watering regularly can also minimize dust;
- Large construction sites must have a water supply and applicator on-site to ensure dust suppression;
- When dust emissions present are deemed hazardous in nature, provisions must be taken to ensure the dust is contained, collected and disposed of aptly to prevent release into the air or stormwater.

5.2 Disposal of excavated material

- Spoil that has been excavated during construction of footings or landscaping must not be placed or stored on adjoining properties unless written approval has been given by the property owner;
- Spoil must be removed immediately if possible;
- The spoil collected and stockpiled must be covered or watered to prevent dust from spreading into adjoining allotments;
- Spoil must not be stockpiled within 1m of a street tree or associated landscape;
- Spoil that is stockpiled on vacant land must be scraped clean to its original state with all traces of spoil removed once completion of the property has been achieved;
- Failure to remove spoil upon the completion of the property, Council will arrange for removal and charge the property owner for removal of the spoil.

5.3 Damage to Footpaths, Driveways Crossovers and Streetscape Planting

- It is the owner's responsibility to rectify to the satisfaction of Council any public footpaths, driveway crossovers and streetscape planting if damaged during the construction of the dwelling.



Intentionally blank

ATTACHMENT F -

Form 1 - Vendor's statement (Section 7 Land and Business (Sale and Conveyancing) Act 1994)

*This Attachment page is to be used only if there is insufficient space in the Part, Division, particulars or item.
Please insert the relevant corresponding Part, Division, particulars or item number and heading.*

ITEM	DESCRIPTION:
	Annexure F - Land Management Agreement Dealing No. 11832238

Orig. AG 11832238



12:06 10-Oct-2012

4 of 8

Fees: \$0.00

Prefix

AG

Series No

4

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1886

REGISTERED CONVEYANCER
H.G. PAPAS

Lodged by:

AGENT CODE

Correction to: HGP CONVEYANCING

(HGPC)

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

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

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

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

DELIVERY INSTRUCTIONS (Agent to complete)

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

ITEM(S)	AGENT CODE

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

FORM APPROVED BY THE REGISTRAR-GENERAL

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

16:10 11/10/2012 02-013346
REGISTRATION FEE \$129.00
TRANSACTION FEE \$15.00

*Fees removed
from incorrect
form Dm*

CORRECTION

PASSED

REGISTERED

31 OCT 2012



pro
REGISTRAR GENERAL

Insert Type of Document
here

APPLICATION TO NOTE LAND MANAGEMENT AGREEMENT
(PURSUANT TO s 57(5) OF THE DEVELOPMENT ACT 1993)

To the Registrar General ,

1. **CITY OF SALISBURY** ("the Council") of 12 James Street . Salisbury SA 5108 has entered into the attached Land Management Agreement dated 28th May 2012 ("the Agreement") with **JOE'S GOLDEN GASOLINE CLASSIC IMPORTS PTY.LTD.** (A.C.N.: 065 311 462) , **CARMINE BELPERIO , ANNUNZIATA BELPERIO AND GIUSEPPE BELPERIO** all of 357 Martins Road Parafield Gardens SA 5107 pursuant to s 57 (5) of the Development Act 1993 ("the Act").
2. The Agreement relates to the whole of the **Allotments numbered 169 ,170,171,172, 906,907,908,909,910,911,912,913,914,915,916,917,918,919,920, 921, 2001 , 2002, and 2003** in Deposited Plan No. 89812 and being portion of the land comprised in Certificate of Title Register Book **Volume 5539 Folio 632 , Volume 6016, Folio 721 and Volume 6067 Folio 576** ("the land").

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

DATED THE

22nd

DAY OF

OCTOBER

2012

The Common Seal of CITY OF SALISBURY

Was hereunto affixed in the presence of :-

M Aldridge

Mayor

Chief Executive Officer



THIS DEED is made the

28th

day of

May

2012

BETWEEN: CITY OF SALISBURY ACN 615 416 895 of 12 James Street Salisbury SA, 5108 (hereinafter with its successors and assigns called "the Council") of the one part

AND: JOE'S GOLDEN GASOLINE CLASSIC IMPORTS PTY LTD ACN 065 311 462, CARMINE BELPERIO, ANNUNZIATA BELPERIO and GIUSEPPE BELPERIO all of 357 Martins Road, Parafield Gardens SA 5107 (hereinafter with his, her or its executors administrators successors and assigns as the case may be called "the Owner") of the other part

RECITALS:

- A. The Owner is the proprietor of an estate in fee simple in the whole **Allotments 169, 170,171,172, 906, 907,908, 909,910,911,912,913,914,915,916,917,918,919,920,921,2001, 2002 and 2003 in DP 89812** being portion of the land comprised in Certificates of Title Register Book Volume 5539 Folio 632 ,Volume 6016 Folio 721 and Volume 6067 Folio 576 (hereinafter called "the Land");
- B. The Council and the Owner wish to ensure that future development of the Land provides for connection of certain buildings and structures on the Land to a dual reticulation water system administered by the Council, subject to and in accordance with the requirements of this Deed.
- C. Pursuant to the provisions of Section 57(2) of the Development Act 1993 (the "Act") the owner has agreed with the Council to enter into this Deed relating to the development management preservation and conservation of the Land subject to the terms and conditions hereinafter mentioned.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

- 1.1 The parties acknowledge that the matters recited above are true and accurate and agree that they shall form part of this Deed.
- 1.2 In the interpretation of this Deed unless the context shall otherwise require or admit:
 - 1.2.1 **"Boundary Access Point"** means the point on the boundary of each allotment forming part of the Land (whether currently in existence or created in the future) at which the Council directs that the Council's Infrastructure is intended to deliver re Water to that allotment;
 - 1.2.2 **"Certificate of Completion"** means a certificate issued by a Qualified Certifier in the form of the certificate set out in Annexure B;

- 1.2.3 **“Council’s Infrastructure”** means the distribution network by which the Council or a third party will distribute re Water to the Land, subject to and in accordance with the terms and conditions of the Water Supply Agreement;
- 1.2.4 **“Design and Construction Standards”** means:
- 1.2.4.1 all applicable legislative requirements; and
 - 1.2.4.2 all applicable Australian Standards.
- 1.2.5 **“DHS”** means the Environmental Health Branch of the Department of Human Services or the Department of Health;
- 1.2.6 **“Dual Reticulation Network”** means the dual reticulation network to be constructed on the Land to allow the Council to supply re Water to identified buildings and structures on the Land, as is described in Annexure A;
- 1.2.7 **“EPA”** means the Environment Protection Authority constituted under the Environment Protection Act 1993;
- 1.2.8 **“Force Majeure Event”** means an event beyond the reasonable control of the parties which precludes a party from observing or performing on time an obligation under this Deed. Such circumstances include but are not limited to:
- 1.2.8.1 pollution events and failure or unsuitability of the aquifer system;
 - 1.2.8.2 acts of God, lightning strikes, earthquakes, floods, storms, droughts, explosions, fires and any natural disaster; and
 - 1.2.8.3 acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution;
- 1.2.9 **“Land”** shall include any part or parts of the Land;
- 1.2.10 **“Law”** means a statute, ordinance, code, regulation, by-law, local law, official directive, order, instrument, undertaking, obligation or applicable judicial administrative or regulatory decree judgement or order (as amended from time to time) and includes the conditions and standards, authorisations, licences, permits, consents, assurances, bonds or similar requirement including under all Authorisations and all applicable standards and obligations under the common law and at any time means the Laws at that time;
- 1.2.11 **“Mains Water”** means potable water as may be supplied by SA Water;
- 1.2.12 **“Owner’s Infrastructure”** means any infrastructure on the Land which directly impacts upon the Dual Reticulation Network;

- 1.2.13 **"Qualified Certifier"** means a certifier, duly qualified as a licensed plumber, or such other qualifications as the Council may from time to time direct in its absolute discretion;
- 1.2.14 **"reWater"** means non-potable reclaimed, recycled or reused water, including without limitation recycled stormwater, recycled effluent, native groundwater, potable water or rain water, or any combination of these as may be more specifically described in a Water Supply Agreement provided that the quality of such reWater will be not less than Class A;
- 1.2.15 **"reWater Installation Guide"** means the reWater Installation Guide dated January 2008 as set out in Annexure C, as may be amended by the Council from time to time;
- 1.2.16 **"Water Supply Agreement"** means the agreement between the Council and the owner of each individual allotment created on the Land for the supply of reWater by the Council on such terms and price to be determined in accordance with the Council's standard reWater supply terms in place at the relevant time;
- 1.2.17 Words and phrases used in this Deed which are defined in the Development Act 1993 or in the Regulations made under the Act shall have the meanings ascribed to them by the Act or the Regulations as the case may be;
- 1.2.18 References to any statute or subordinate legislation shall include all statutes and subordinate legislation amending consolidating or replacing the statute or subordinate legislation referred to;
- 1.2.19 The term **"the Owner"** where the Owner is a company includes its successors, assigns and transferees and where the Owner is a person, includes his heirs, executors, administrators and transferees and where the Owner consists of more than one person or company the term includes each and every one or more of such persons or companies jointly and each of them severally and their respective successors, assigns, heirs, executors, administrators and transferees of the companies or persons being registered or entitled to be registered as the proprietor of an estate in fee simple to the Land or to each and every one of all separate allotments into which the Land may be divided after the date of this Deed subject however to such encumbrances, liens and interests as are registered and notified by memoranda endorsed on the Certificate of Title thereof;
- 1.2.20 The term "person" shall include a corporate body;
- 1.2.21 Any term which is defined in the statement of the names and descriptions of the parties or in the Recitals shall have the meaning there defined;

- 1.2.22 Words importing the singular number or plural number shall be deemed to include the plural number and the singular number respectively;
- 1.2.23 Words importing any gender shall include every gender;
- 1.2.24 Where two or more persons are bound hereunder to observe or perform any obligation or agreement whether express or implied then they shall be bound jointly and each of them severally;
- 1.2.25 A reference to a body established by legislation includes any substitute body or successor body which has substantially the same functions as the original.
- 1.3 Clause headings are provided for reference purposes only and shall not be resorted to in the interpretation of this Deed.
- 1.4 The requirements of this Deed are at all times to be construed as additional to the requirements of the Act and any other legislation affecting the Land.

2. OWNER'S OBLIGATIONS

- 2.1 The Owner must not extract or permit to be extracted any groundwater from the Land.
- 2.2 The Owner will install the Dual Reticulation Network on the Land and will ensure that each building and structure on the Land (as reasonably required by the Council) is connected to the Council's Infrastructure (or in the event that the Council's Infrastructure is not installed, able to be connected to the Council's Infrastructure) at the Boundary Access Point of the Land;
- 2.3 The Owner must ensure that the Dual Reticulation Network is designed and constructed in accordance with all statutory consents and approvals and the Design and Construction Standards.
- 2.4 Without limiting the operation of clause 2.2, the Owner must ensure that the Dual Reticulation is constructed to comply with the following:
 - 2.4.1 installation in accordance with the provisions of Australian Standard AS/NZS 3500 (2003) Water Services;
 - 2.4.2 an appropriate backflow prevention device is installed;
 - 2.4.3 all piping, pipe sleeves, taps, outlets and sprinkler heads through which reWater is to be supplied shall be coloured purple in accordance with Australian Standard AS2700 and provided with signage which states 'warning recycled water do not drink' in accordance with Australian Standard AS1345.
- 2.5 The Owner must comply with the reWater Installation Guide;

- 2.6 The Owner must obtain the prior written approval of the Council to the existing or proposed design, construction and installation of the Owner's Infrastructure. The Owner must comply with reasonable requests for information by the Council about the Owner's Infrastructure;
- 2.7 The Owner must repair and maintain the Dual Reticulation Network and the Owner's Infrastructure to a good quality standard or as otherwise reasonably directed by the Council or by law or regulations and otherwise to comply with any of the requirements of any government authority, including without limitation the EPA, or the DHS;
- 2.8 The Owner must not modify or alter the Dual Reticulation Network without obtaining the prior written approval of the Council;
- 2.9 Subject to completion of the installation and commissioning of the Council's Infrastructure, the Owner must ensure that the Dual Reticulation Network is connected such that:
 - 2.9.1 only reWater is supplied to all toilets and all garden taps within each allotment, unless otherwise notified by the Council; and
 - 2.9.2 no cross-connections occur between the supply of reWater and Mains Water.
- 2.10 The Owner allows the Council, or a third party authorised by the Council, to enter the Land for purposes directly associated with the Dual Reticulation Network and the supply of reWater by the Council, including without limitation the following purposes:
 - 2.10.1 to conduct readings of the meter installed for the supply of reWater; and
 - 2.10.2 upon providing reasonable notice to the Owner:
 - 2.10.2.1 to install a flow meter for the supply of reWater;
 - 2.10.2.2 to carry out inspections and audits of the Dual Reticulation Network and the Owner's Infrastructure; and
 - 2.10.2.3 to carry out maintenance or up-grade works relating to the Council's Infrastructure, the Dual Reticulation Network or the Owner's Infrastructure.
- 2.11 The Owner will enter into a Water Supply Agreement with the Council which will govern the terms and conditions applicable to the supply by the Council and the purchase and use by the Owner of reWater. It will be a term of the Water Supply Agreement that the Owner will pay the Council for the supply of reWater at rates determined by the Council in accordance with its relevant water pricing policy on the supply of water, provided that the price payable by the Owner to the Council for the supply of reWater will at no time be more than the price charged by SA Water for the supply of Mains Water for residential consumption at the tier from above 120kL to 520kL.

- 2.12 Where there is a division of the Land which creates additional allotments which are required to be connected to the Council's Infrastructure by the Owner pursuant to clause 2.1, the Owner will pay to the Council the Council's reasonable costs and expenses incurred in the connection of the additional allotments to the Council's Infrastructure.

3. COUNCIL'S OBLIGATIONS

- 3.1 The Council is responsible for the construction, installation, repair and maintenance of the Council's Infrastructure up to the Boundary Access Point.
- 3.2 The Council, at its cost, will install a flow meter for the supply of reWater to each Dual Reticulation Network that the Owner installs pursuant to clause 2.1.
- 3.3 The Council must, to the extent reasonably practicable, procure the physical commencement and completion of the Council's Infrastructure commensurate with the progress of the construction of buildings and structures on the Land by or on behalf of the Owner, provided that the Council shall have no liability to the Owner or to any other party for failure to procure timely completion of the Council's Infrastructure where such failure arises out of a matter outside of the Council's reasonable control or the Council delays such works because it is necessary or convenient to do so having regard to the timing of the infrastructure works required by any other development in the Council area or the co-ordination of those works with the Council's Infrastructure.
- 3.4 Subject to clause 3.4, the Council must procure the supply, through the Council's Infrastructure, of reWater to the Boundary Access Point subject to and in accordance with the Water Supply Agreement which stipulates the Council's terms for the supply of reWater.
- 3.5 The Council may supply reWater to a distribution agent for supply by the distribution agent to the Owner on the terms and conditions set out in the Water Supply Agreement to be entered into between the Council and the Owner.

4. DUAL RETICULATION NETWORK

For the purposes of this Deed, the Dual Reticulation Network will only be deemed to be completed when the Owner gives written notice to the Council together with a Certificate of Completion.

5. AUDIT BY OWNER

Not more than once every five (5) years or as otherwise required by Law, if directed by the Council in writing to the Owner, the Owner will provide the Council with a duly signed certificate from a Qualified Certifier certifying that the Dual Reticulation Network and the Owner's Infrastructure are technically sound and in fit and proper working order and suitable to receive reWater from the Council pursuant to the Water Supply Agreement.

6. FURTHER DEVELOPMENT

- 6.1 The Owner expressly acknowledges that:

- 6.1.1 no further development of the Land (other than development which occurs concurrently with the installation of the Dual Reticulation Network or such development which is of an ancillary nature that will in no way effect the Dual Reticulation Network or the Owner's Infrastructure) will be carried out until the Council has received certification that the Dual Reticulation Network is completed in accordance with clause 4; and
- 6.1.2 in the event that the Owner does carry out any further development referred to in clause 6.1.1 before the Council have certification that the Dual Reticulation Network is completed in accordance with clause 4 (other than development which occurs concurrently with the installation of a new Dual Reticulation Network or such development which is of an ancillary nature that will in no way effect the Dual Reticulation Network or the Owner's Infrastructure), it will result in the Owner being in breach of this Deed and, thereby, the Act.

7. RESTRICTIONS ON SUPPLY OF REWATER

- 7.1 If pursuant to the terms of the Water Supply Agreement the Council suspends the supply of reWater, then for the periods that the supply of reWater is suspended:
 - 7.1.1 the Council is not required to repair and maintain the Council's Infrastructure, otherwise than as required by Law; and
 - 7.1.2 the Owner is not required to repair and maintain the Dual Reticulation Network and the Owner's Infrastructure, otherwise than as required by Law.

8. COUNCIL'S POWERS OF ENTRY, ETC

- 8.1 The Council and any employee or agent of the Council authorised by the Council may at any reasonable time enter the Land for the purpose of:
 - 8.1.1 inspecting the Land and any building or structure thereupon; and
 - 8.1.2 exercising any other powers of the Council under this Deed or pursuant to law.
- 8.2 If the Owner is in breach of any provision of this Deed, the Council may, by notice in writing served on the Owner, specify the nature of the breach and require the Owner to remedy the breach within such time as may be nominated by the Council in the notice (being not less than twenty eight (28) days from the date of service of the notice) and if the Owner fails so to remedy the breach, the Council or its servants or agents may carry out the requirements of the notice and in doing so may enter and perform any necessary works upon the Land and recover any costs thereby incurred from the Owner.
- 8.3 The Council may delegate any of its powers under this Deed to any person.

9. FORCE MAJEURE

9.1 If a Force Majeure Event causes delay or failure by a party to perform its obligations under this Deed:

9.1.1 neither party will be liable for such delay or failure; and

9.1.2 all obligations of a party under this Deed will be suspended until the Force Majeure Event ceases to apply.

9.2 A party which is, by reason of a Force Majeure Event, unable to perform any obligation or condition required by this Deed must:

9.2.1 notify the other party as soon as possible giving:

9.2.1.1 reasonably full particulars of the event or circumstance of the Force Majeure Event;

9.2.1.2 the date of commencement of the Force Majeure Event and an estimate of the period of time required to enable it to resume full performance of its obligations; and

9.2.1.3 where possible, the means proposed to be adopted to remedy or abate the Force Majeure Event;

9.2.2 use all reasonable diligence and employ all reasonable means to remedy or abate the Force Majeure Event as soon as possible;

9.2.3 resume performance as soon as possible after termination of the Force Majeure Event or after the Force Majeure Event has abated to an extent which permits resumption of performance;

9.2.4 notify the other party when the Force Majeure Event has terminated or abated to an extent which permits resumption of performance to occur; and

9.2.5 notify the other party when resumption of performance has occurred.

10. VARIATION AND WAIVER

10.1 This Deed may not be varied except by a Supplementary Deed signed by the Council and the Owner.

10.2 The Council may waive compliance by the Owner with the whole or any part of the obligations on the Owner's part herein contained provided that no such waiver shall be effective unless expressed in writing and signed by the Council.

11. NOTICES

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

11.1 posted to the Owner's last address known to the Council; or

11.2 affixed in a prominent position on the Land.

12. COSTS

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

13. NOTING OF THIS DEED

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

14. GOVERNING LAW

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

15. GENERAL PROVISIONS

15.1 If any provision of this Deed shall be found by a court of competent jurisdiction to be invalid or unenforceable in law THEN and in such case the parties hereby request and direct such court to sever such provision from this Deed.

15.2 This Deed contains the whole agreement between the parties in respect of the matters referred to herein.

EXECUTED as a deed

THE COMMON SEAL of
CITY OF SALISBURY was affixed hereto
in the presence of:



Gm Aldridge

Mayor

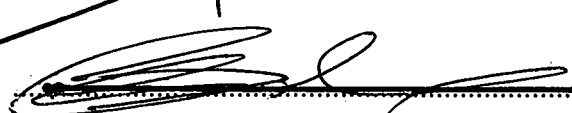
[Signature]

Chief Executive Officer

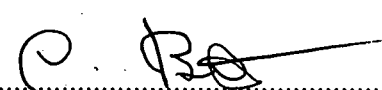
EXECUTED by

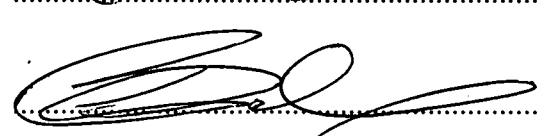
~~THE COMMON SEAL of JOKAR)~~
~~DEVELOPMENTS PTY LTD was affixed)~~
~~hereto in the presence of: by authority of)~~
~~its Directors~~

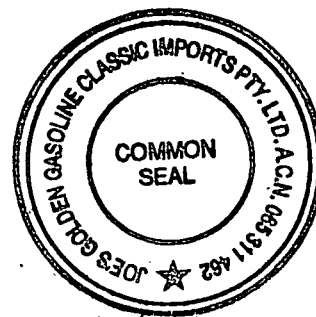

..... Director


..... Director / Secretary

THE COMMON SEAL of JOES GOLDEN)
GASOLINE CLASSIC IMPORTS PTY)
LTD was affixed hereto in the presence of:)

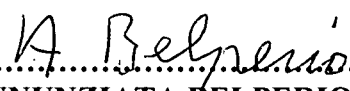

..... Director


..... Director / Secretary




.....
~~DELAINE BELPERIO~~


.....
CARMINE BELPERIO


.....
ANNUNZIATA BELPERIO


.....
GIUSEPPE BELPERIO

COMMONWEALTH BANK OF AUSTRALIA with a legal interest in the Land by registered Mortgage **HEREBY CONSENTS** to the Owner entering into this Deed.

SIGNED in South Australia by
COMMONWEALTH BANK OF AUSTRALIA
ABN 48 123 123 124 by its duly
constituted Attorney.....
GREGORY WILLIAM MORRIS
who certified that he is the.....
RELATIONSHIP EXECUTIVE
South Australia of COMMONWEALTH BANK
OF AUSTRALIA in the presence of :
Power of Attorney No. 10999753

(Signature of Witness)

MARIA CHRISTINA

(Full Name of Witness)

UNITS 5-6 / 18-28 MAINST MANSION LAKES

(Address of Witness)

8162 7415

(Daytime telephone number)

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

~~as Director of Joker Developments Pty. Ltd.~~

as Director of Joes Golden Gasoline Classic Imports Pty. Ltd.

~~Delaine Belperio~~

C. Belperio
Carmine Belperio

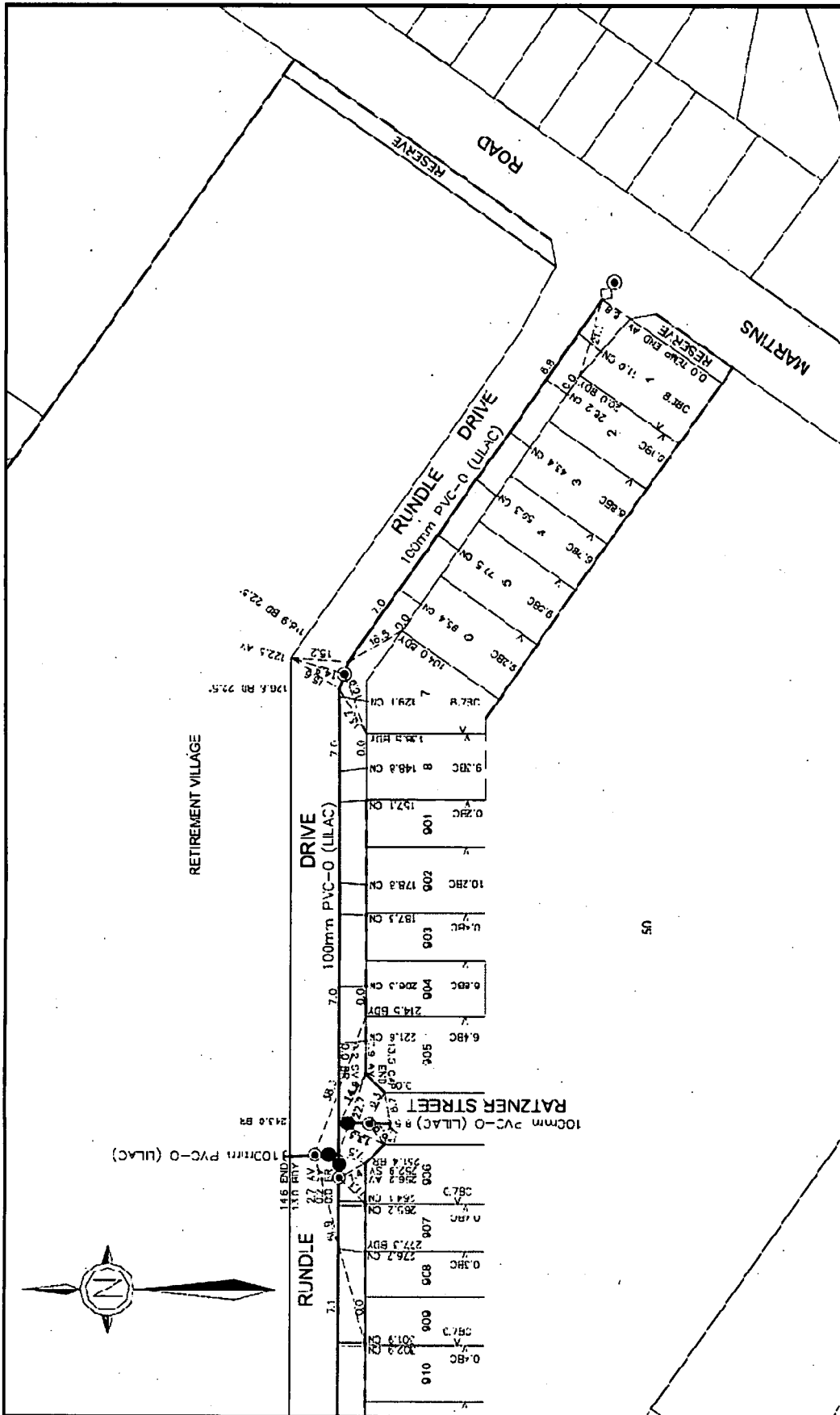
A. Belperio
Annunziata Belperio

Giuseppe Belperio

ANNEXURE A

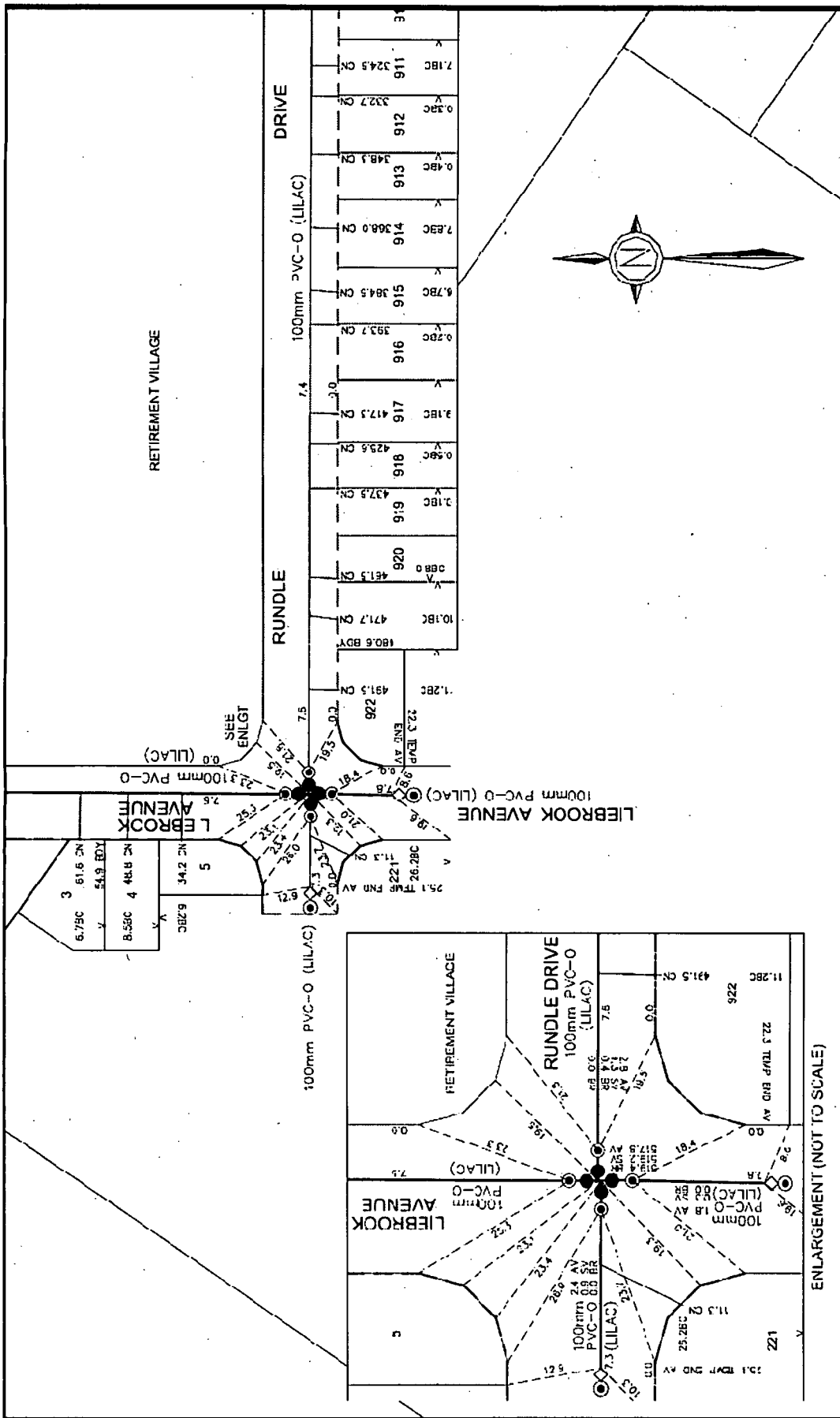
DUAL RETICULATION NETWORK

NOTE: This plan is based on information provided to SA Water. It may need to be updated if the latest data, pipe layout and sizes are provided as a guide only for "AS CONSTRUCTED" purposes. Neither SA Water nor the State of South Australia nor their officers, agents or servants accept responsibility for any inaccuracies in the latest data, pipe layout and sizes.

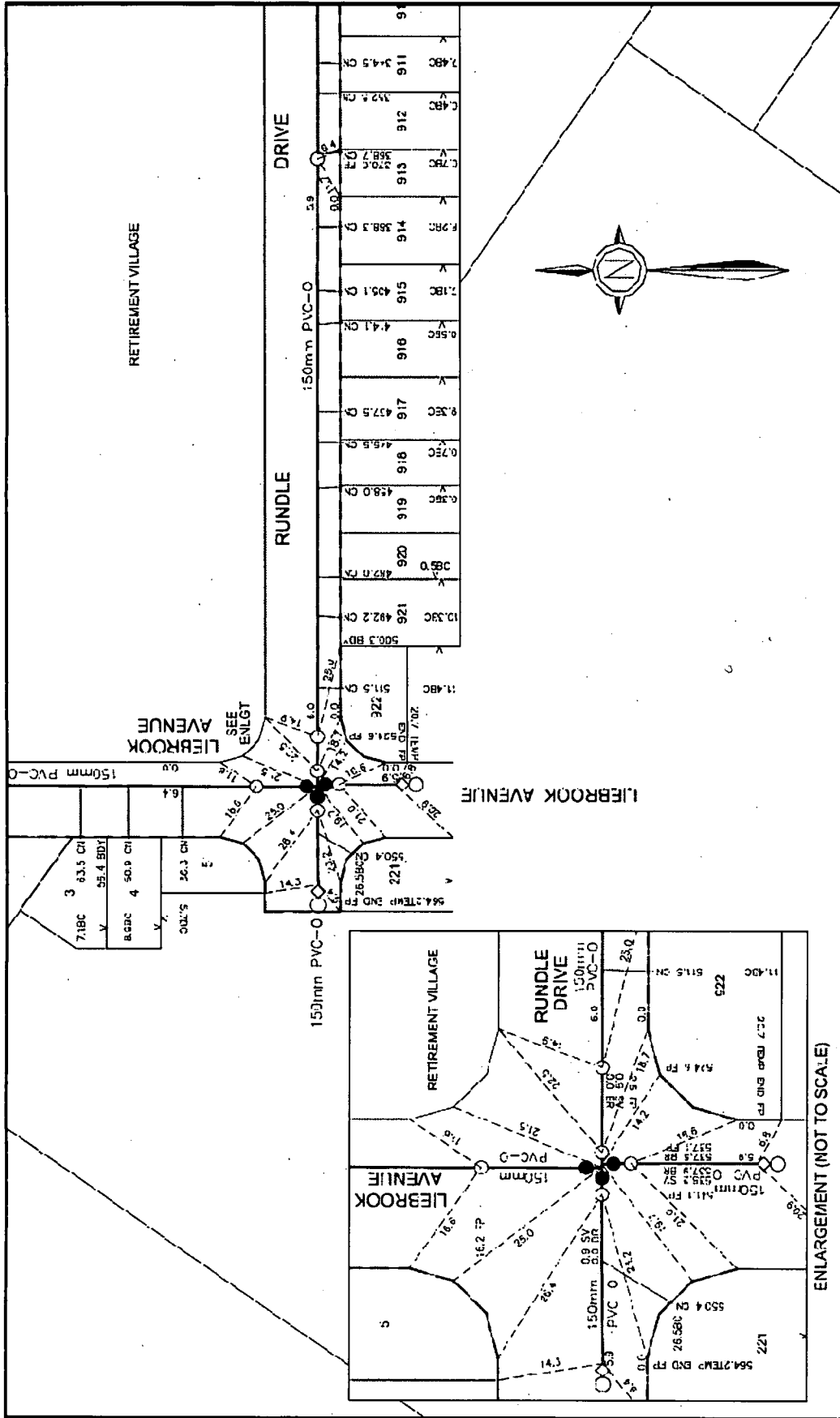


BOOK Pg		MAN DETAILS		AS CONSTRUCTED DETAILS		CERTIFICATION		SOUTH AUSTRALIAN WATER CORPORATION		RECLAIMED WATER		FREE ASSET	
LD 1b. 351015x55		Pipe Description		Construction Date		Contract No.		COUNCIL		SUEURE		CONTRACT NO.	
		DN		October 17 - September 03		City of Salisbury		WATER NET, ADELAIDE		PARFIELD GARDENS STAGE 1		6613-24-J	
		PVC-O (C) 40		TOMINATED		Company Name		DESIGN PLAN NO.		1 OF 3		90115/0	
		CLAY		SAND		ALEXANDER & SYMONDS PA		C.D.C. Issue					
		Water Table		Bearing		AD3702/70							
		Soil Type				Corner (Survey)							
						ALEXANDER & SYMONDS PA							
						AD3702/70							

NOTE: Codebook data is based on information provided to SA Water. It may need to be updated. Pipe layouts and sizes are based upon design drawings, and are provided as a guide only for "AS CONSTRUCTED" purposes. Neither SA Water nor the State of South Australia nor their officers, agents or servants accept responsibility for any inaccuracies in the calculated data, the layouts and sizes.



NOTE: ALL CONNECTIONS ARE 25mm HDPE WITH 20mm BOUNDARY COCKS UNLESS OTHERWISE SHOWN.			
RECLAIMED WATER SUBURBS PARAFIELD GARDENS STAGE 1		FREE ASSET	
SOUTH AUSTRALIAN WATER CORPORATION		COUNCIL CITY OF SAJSEURY	
		WATER DIST. ADELAIDE	
CERTIFICATION Contract (Surveyor) ALEXANDER & SYMONDS P/L Company Name AD2705.70		CONTRACT NO. 11300 MAP REF. 0125-25J DESIGN PLAN NO. 00-0074-1 2 OF 3 LOCKET NO. 9101305 C.P.C. 102.00	
MAIN DETAILS		AS CONSTRUCTED DETAILS	
Length (m)	Pipe Description	DN	PI
8424	PVC-O (2) 100	100	11
	Sub/Sub-Construction	TOM NOVIKOVES	
	Soil Type	CLAY	
	Wave Table		
LO 1b.	36.1156/15	SAID	
BOOK Pg.			

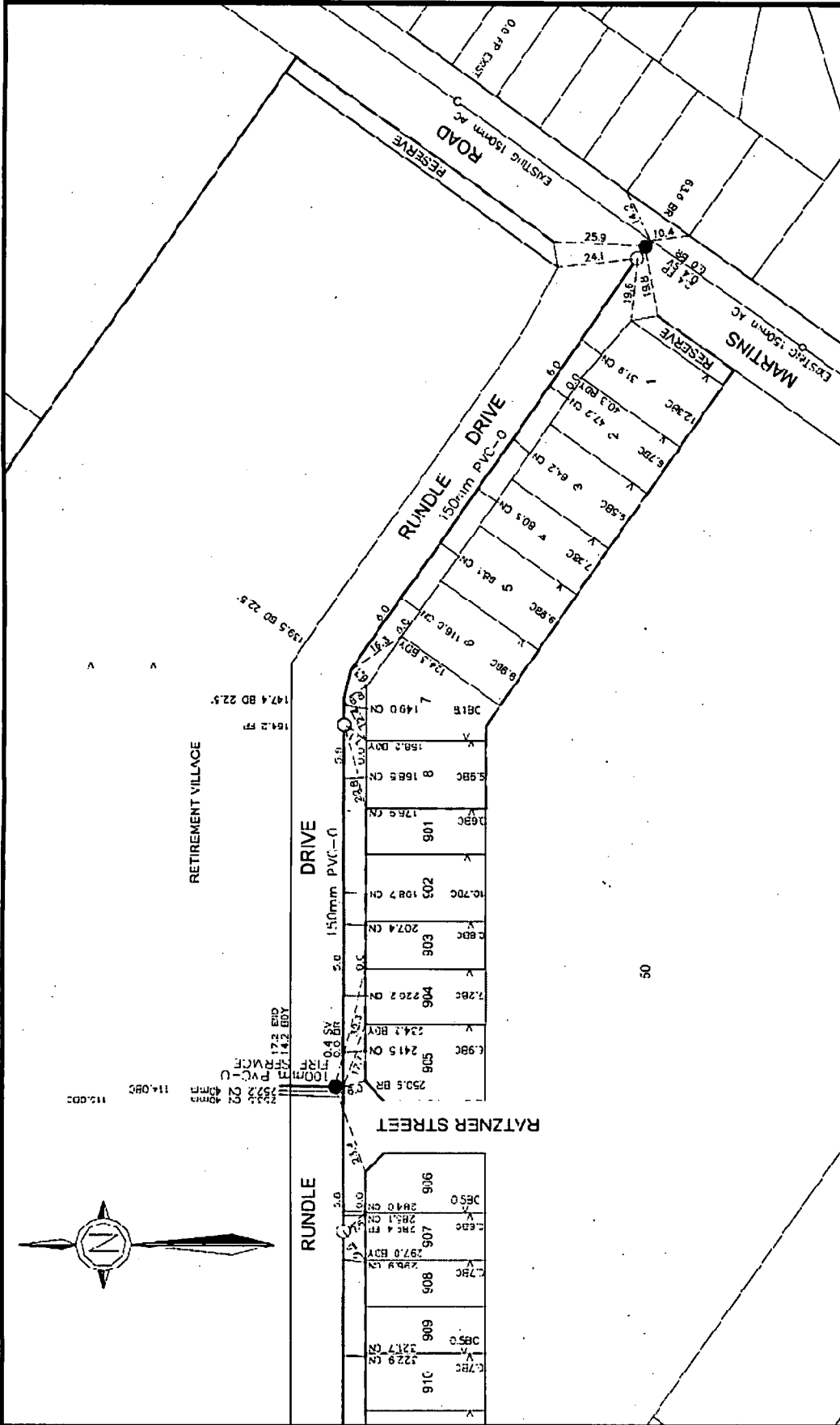


NOTE: ALL CONNECTIONS ARE 25mm HDPE WITH 2mm BOUNDARY COCKS UNLESS OTHERWISE SHOWN.

BOOK Pg.		MAIN DETAILS		AS CONSTRUCTED DETAILS		CERTIFICATION		SOUTH AUSTRALIAN WATER CORPORATION		AS CONSTRUCTED WATER SUPPLY		FREE ASSET	
CC	Length (m)	Pipe Description	D/I	P/I	Construction Used	UT/RENOV/SE/REDEVELOP	Contact (Signature)	Company Name ADDRESS	SA Water	SURBUR	PARADE GARDENS STAGE 1	CONTRACT NO. 10306	DOCKET NO. 9061307
	11.2	PVC-D (2) 400	110	18	Supplied by Contractor	TCN 10306/REDES	ALEXANDER & SYMONDS PL	ADAM 15, 10	SA Water	COUNCIL	CITY OF SALESURY	MAP REF. 6825-284	DOCKET NO. 9061307
	82.9	PVC-D (2) 400	110	18	Soil Type	CAY							
					Water Table								
					Bedding	SAVD							
	LD No	311015605											

NOTE: Contract data is based on information provided to SA Water. It may not be updated. Pipe layouts and sizes are based upon design drawings, and are provided as a guide only for "AS CONSTRUCTED" purposes. Neither SA Water nor the State of South Australia or their officers, agents or servants accept responsibility for any inaccuracies in the contract data, the layout and sizes.

NOTE: Constructed data is based on information provided to SA Water. It may need to be updated. Prices, layouts and sizes are based upon design drawings, and are provided as a guide only for 'AS CONSTRUCTED' purposes. Neither SA Water nor the State of South Australia nor their officers, agents or servants accept responsibility for any inaccuracies in the constructed data, pipe layouts and sizes.



GG BOOK Pg.		AS CONSTRUCTED DETAILS Construction Date: OCTOBER 07 - SEPTEMBER 08 Supplier/Contractor: TONKOWNEES Soil Type: CLAY Water Table: - Existing: SAND		CERTIFICATION Connet Survey ALDOXNER & SYMONS RL Company Name A0270570	SOUTH AUSTRALIAN WATER CORPORATION 	AS CONSTRUCTED WATER SUPPLY SUBURB: PARKFIELD GARDENS STAGE 1 COUNCIL: CITY OF SALESBURY WATER DIST: ADELAIDE DISCHARGE PLAN NO: 16-30743-A C.P.C. NO: 9301300	FREE ASSET CONTRACT NO: 10306 MAF REF: 6626-25-J DOCKET NO: 9301300
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NOTE: ALL CONNECTIONS ARE 25mm HDPE WITH 20mm BOUNDARY COCKS UNLESS OTHERWISE SHOWN

ANNEXURE B

CERTIFICATE OF COMPLETION

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

1. I am a licensed plumber in South Australia under the Plumbers, Gas Fitters and Electricians Act 1995.
2. I have assessed the construction of the works comprising the Dual Reticulation Network (including structurally) and this Certificate of Completion of Works represents my conclusions regarding this assessment.
3. The works comprising the Dual Reticulation Network have been completed in their final form as envisaged under the Deed and the design documentation and no further work, construction, assembly, laying or modification is required except usual maintenance and repair.
4. The works comprising the Dual Reticulation Network have been constructed in accordance with the design specifications set out in Annexure A to the Deed.
5. The works comprising the Dual Reticulation Network have been constructed in accordance with sound engineering practice and constructors of the works comprising the Dual Reticulation Network have used due care and skill commensurate with an appropriate standard of professionalism.

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

ANNEXURE C

REWATER INSTALLATION GUIDE

reWater

January 2008



GUIDELINES FOR INSTALLATION AND USE



Contents

reWater Services	3
reWater Information	4
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Commissioning the System	10

reWater is defined as:

"any non-potable reclaimed, recycled or reused water. This may include recycled stormwater, recycled effluent, native groundwater or any combination of these waters.

It may also include any combination of reWater with potable water or rain water"

reWater Services

This guideline is for those who install reWater Services within the Cities of Salisbury, Playford and Tea Tree Gully.

It aims to ensure proper installation of the reWater service and provide a clear guide for safe use of reWater.

The installation of a reWater service must comply with AS/NZS 3500.

This guide is also for householders to help them understand how the reWater system works and how reWater may be used within the home.

The participating Councils, Salisbury, Playford and Tea Tree Gully, acknowledge SAWater, the Department of Health, the Plumbing Industry Commission of Victoria and the Plumbing Industry Association of SA who were involved in the preparation of the Recycled Water Plumbing Guide.

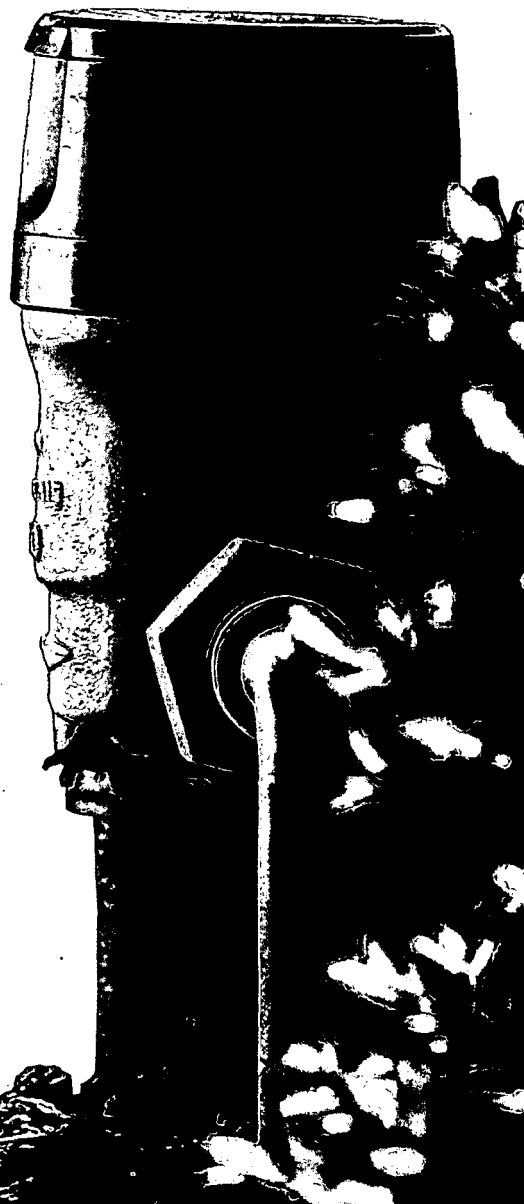
This reWater guideline is, where possible, compatible with the Recycled Water Plumbing Guide, but provides more specific details for City of Salisbury, City of Playford and City of Tea Tree Gully schemes.

Copies of the reWater Guide can be downloaded from one of the following Council websites:

www.salisbury.sa.gov.au

www.playford.sa.gov.au

www.teatreegully.sa.gov.au



reWater Information

reWater is defined as any non-potable reclaimed, recycled or reused water. This may include recycled stormwater, recycled effluent, native groundwater or any combination of these waters. It may also include any combination of reWater with potable water or rain water.

reWater is treated to a standard which is satisfactory for its intended use.

The minimum reWater standard shall meet the requirements for Class A Recycled Water as defined in the South Australian Reclaimed Water Guidelines published by the Department of Human Services and the Environment Protection Authority of SA.

See page 5 for a list of uses.

reWater must be managed differently to drinking (potable) water.

The use of reWater is growing rapidly in the Cities of Salisbury, Playford and Tea Tree Gully, as we explore ways to become more water efficient. For properties supplied with reWater a dual water supply will be available, consisting of:

- One water main for drinking water
- One water main for reWater

The reWater system will have very distinctive features to make it easy to identify. This guide outlines those distinctive features to ensure reWater services are correctly installed.

The main objective is to ensure the reWater service cannot be accidentally interconnected to the drinking water supply within the property.

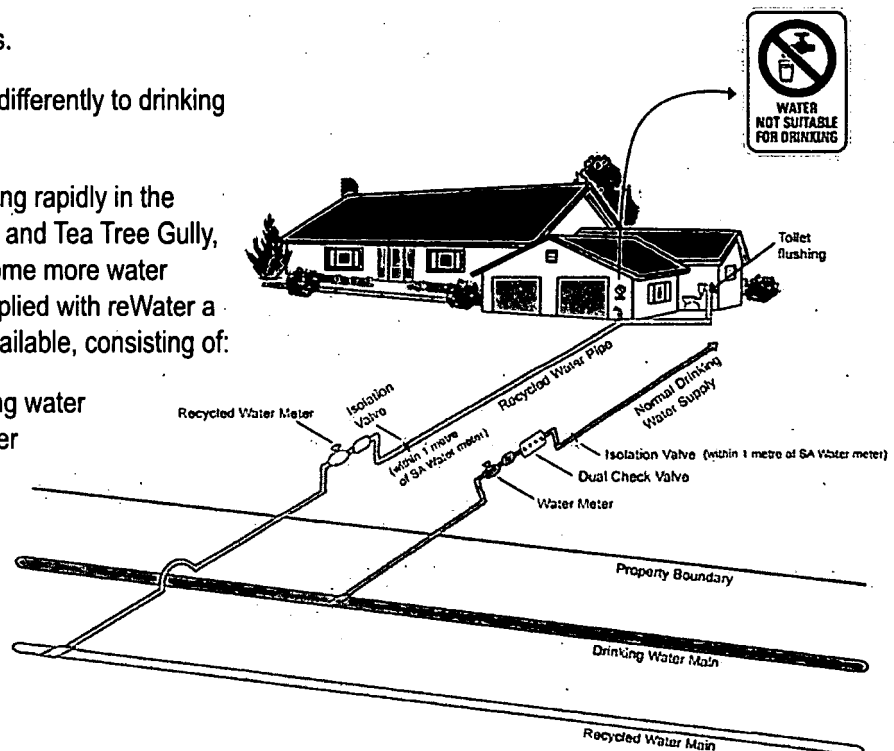
On the completion of the work the plumber will be required to notify SA Water and the relevant Council. An audit will be undertaken before commissioning the reWater service to:

- ensure there is no interconnection between the reWater service and the drinking water service, and;
- ensure reWater is only supplied to toilets and garden taps.

This guide will tell you how to do this.

The plumber is required to submit a Certificate of Compliance to the property owner, relevant Council and SA Water within seven days of completing the final fix commissioning.

Note: Notification of SA Water is not required for connection of reWater to an irrigation system only.



reWater

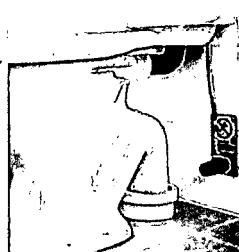
What can it be used for?



reWater CAN be used for:

- Toilet flushing
(Consumes about 11% of household water)
- Washing cars*
- Garden irrigation*
- Filling ornamental ponds*

* May only be used in accordance with applicable State water restrictions and conservation measures and other legislation such as the State's Environment Protection (Water Quality) Policy 2003. This Policy clearly states water used to wash cars, paths and other outdoor areas should not be drained into the stormwater system. For details on the latest water restrictions or conservation measures please call the Water Restrictions Hotline on 1800 130 952 or visit www.sawater.com.au. For details about Environment Protection (Water Quality) Policy 2003 please contact the EPA on (08) 8204 2004 or visit www.epa.sa.gov.au.



reWater MUST NOT be used for the following:

- Drinking
(human and animal consumption)
- Cooking or other kitchen purposes
- Personal washing, such as baths, showers, hand basins and bidets
- Evaporative coolers
- Clothes washing
- Indoor household cleaning
- Swimming pools and spas
- Recreation activities involving water contact (eg. children playing under sprinklers)
- Washing companion animals

Council Owned and Operated Systems

reWater Main

reWater will be delivered to properties by a system of dedicated mains. Upon application to the relevant Council by the plumber/builder/owner, each property will be provided a reWater connection from the reWater main. (A separate application must be made to SAWater for a drinking water supply connection from the drinking water main.)

Water Pressure

Water pressure in the reWater main will be slightly less than the pressure in the drinking water main. This will impact on the pressure of water for irrigation systems connected to the reWater system and therefore needs to be considered when designing the irrigation system.

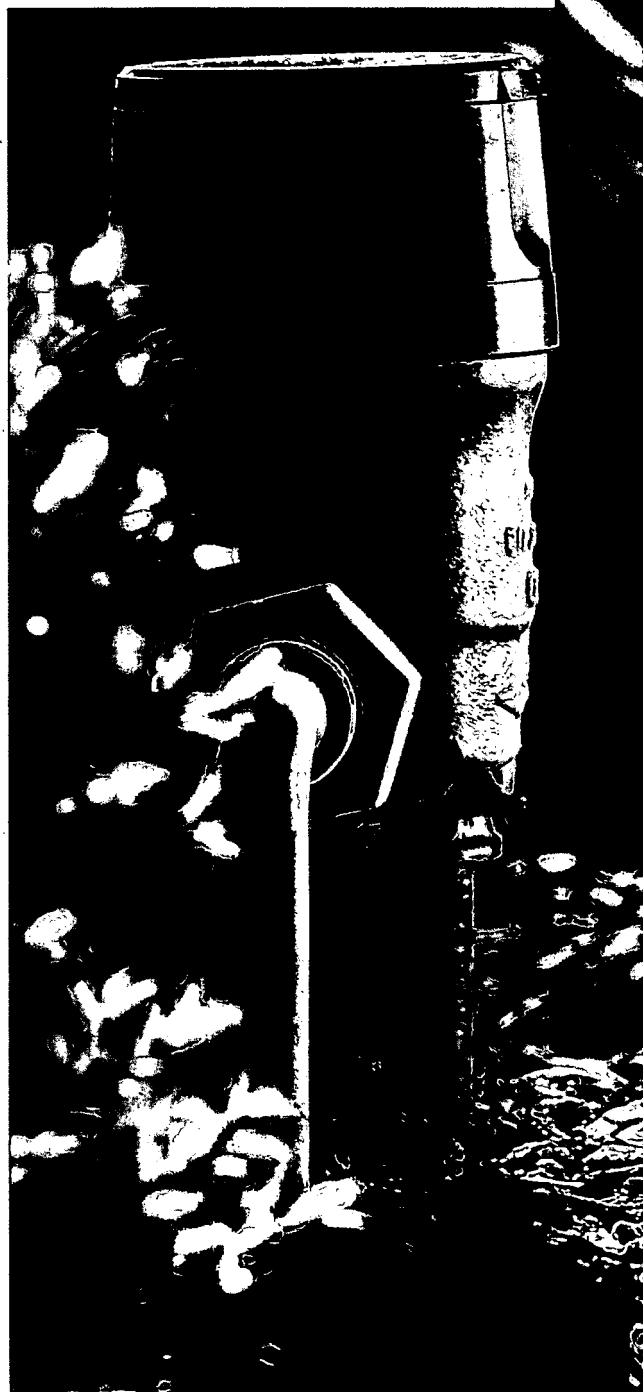
From main to meter

Two water service pipes will enter the property:

- The service pipe for reWater will be identified by a purple colour in accordance with AS2700, being no darker than P24 jacaranda or P12 purple and no lighter than P23 lilac.
- The service pipe for drinking water supply will not be coloured lilac/purple.

Below: Lilac meter for recycled water.

Right: Meter for drinking (potable) water





Water Meter Assemblies

The reWater meter assembly is purple in colour. The meter will be fitted above ground in the position of the existing 'prelaid' water service point on the property.

- The reWater meter will be locked in the closed position until the reWater service has been completed, inspected by SA Water and Council and deemed suitable for activation.
- The meter components used for reWater are different to those for drinking water to prevent interchange of the meters.
- The licensed plumbing contractor must ensure SA Water and Council has been notified before commencing work and at each stage of the reWater service installation. The plumbing contractor is to be present at the time of final fix commissioning by Council.
- A dual check valve will be provided by SA Water as part of the 20mm drinking water meter assembly, the dual check valve is to remain visible and accessible and must be in place before final fix commissioning of the reWater system.
- Metered drinking water supplies greater than 20mm will require an approved backflow prevention device installed by the plumbing contractor.
- Alteration to the existing reWater connection will require an application to be made to Council.

Approved Products

Only products certified under the National Plumbing Product Approval Scheme are permitted to be used for reWater services connected to the relevant Council's reWater supply systems.

Pipes to be used on reWater must be clearly and permanently identified

'Recycled Water – DO NOT DRINK' and coloured in accordance with AS2700, being no darker than P24 jacaranda or P12 purple and no lighter than P23 lilac. External metallic stand pipes must be coloured, as above.

On the Property

The plumber is required to submit a Certificate of Compliance to the Property Owner, Council and SAWater within seven days of completing the work. (Note: SAWater does not require notification for an irrigation system connection to a reWater service)

Under no circumstances is there to be interconnection between the reWater service and the drinking water service.

- All plumbing work within a property, including reWater plumbing, is to be undertaken by a licensed or registered plumber and notified to SAWater for audit.

- All pipe work and products used in the installation of reWater services shall comply with Section 2 of AS/NZS 3500 .1 2003.

- Where pipes are not integrally coloured purple, identification may be achieved by means of close fitting durable purple coloured sleeving, netting or spirally wrapped tape.

- All reWater pipes, pipe sleeves and identification tapes and outlets shall be purple and be marked with the following: RECYCLED OR RECLAIMED WATER - DO NOT DRINK

- All buried pipes must have identification tape installed on top of the reWater pipe, running longitudinally and fastened to the pipe at not more than 3 metre intervals.

This identification tape is designed to ensure safety when digging in the vicinity of recycled water pipes to prevent rupture.

External hose tap outlets shall comply with the following:

- a) They shall be clearly marked with either a warning sign or prohibition sign in accordance with AS1319.

- b) They shall be of a type that has a removable handle except where the outlet is installed 1200mm or more above finished surface level.

- c) They shall be coloured, powder coated purple.

- All other installation requirements of Section 5 AS/NZS3500.1. Installation of Cold Water Services also apply.



Distinctive purple taps to
be on recycled water outlets

Commissioning the System

It is the responsibility of the installing plumber to contact the relevant Council and SA Water to audit each stage of the commissioning of the installation before handover and use by the property owner.

The pipework must be visible at each stage for inspection. On the successful completion of the commissioning process, Council will attach a reWater label to the inner side of the electricity meter box door.

The following commissioning procedures must be followed and detailed on the Certificate of Compliance as completed.

The plumbing contractor is to be present at the time of the final fix commissioning by Council.

Stage 1

COMMISSIONING THE reWATER SYSTEM FIRST FIX INGROUND

ReWater Service/first fix in ground



Isolate/disconnect any fixtures or appliances that may be damaged by a high test pressure



Connect test bucket at a convenient point to enable testing of piping



Cap all open ends



Fill system with water



Isolate reWater service if connected to mains supply



Pressure test system to 1500 kPa *with test bucket* for not less than 30 minutes. Does the pressure hold at 1500 kPa?



Yes

No



Locate and repair leaks



Retest at 1500 kPa for 30 minutes



If possible, ensure the reWater service is pressurised during concealment prior to commissioning

Stage 2

COMMISSIONING THE reWATER SYSTEM FIRST FIX IN WALL

ReWater Service in ground completed



Isolate/disconnect any fixtures or appliances that may be damaged by a high test pressure



Connect test bucket at a convenient point to enable testing of piping



Cap all open ends



Fill system with water



Isolate reWater service if connected to mains supply



Pressure test system to 1500 kPa *with test bucket* for not less than 30 minutes. Does the pressure hold at 1500 kPa?



Yes



No



Locate and repair leaks



Retest at 1500 kPa for 30 minutes



If possible, ensure the reWater service is pressurised during concealment prior to commissioning

Stage 3

COMMISSIONING THE reWATER SYSTEM FINAL FIX

Turn off the drinking water supply to the property at the meter (drinking water meter). Activate the reWater supply to remain on



Turn on all sink, laundry trough, washing machine, bath, shower and hand basin taps one by one. All taps should run dry after a short period of time



After taps have run dry flush all toilets. Toilets should refill as normal provided they are connected to the reWater supply



Turn on all outside taps. External drinking water taps, if any, should run dry. Taps that continue to run are connected to the reWater supply and should be clearly identified via appropriate warning signs



To check appliances within the home such as dishwashers and washing machines, turn off the reWater service and turn the drinking water supply back on. Run the reWater service dry via the outside taps or toilet flushing



Turn on internal/external appliances. If the appliances do not fill they are connected to the incorrect supply



Turn non-drinking water service back on at meter. Turn on the tap connected to the non-drinking water service that is located furthest away from the meter



Turn the tap back on slowly so that all air will be purged from the pipeline while it is being recharged.

For more information

The following organisations provide a range of information
related to water quality, conservation and efficiency:

City of Salisbury
www.salisbury.sa.gov.au
Telephone (08) 8406 8575

City of Playford
www.playford.sa.gov.au
Telephone (08) 8256 0333

City of Tea Tree Gully
www.teatreegully.sa.gov.au
Telephone (08) 8397 7444

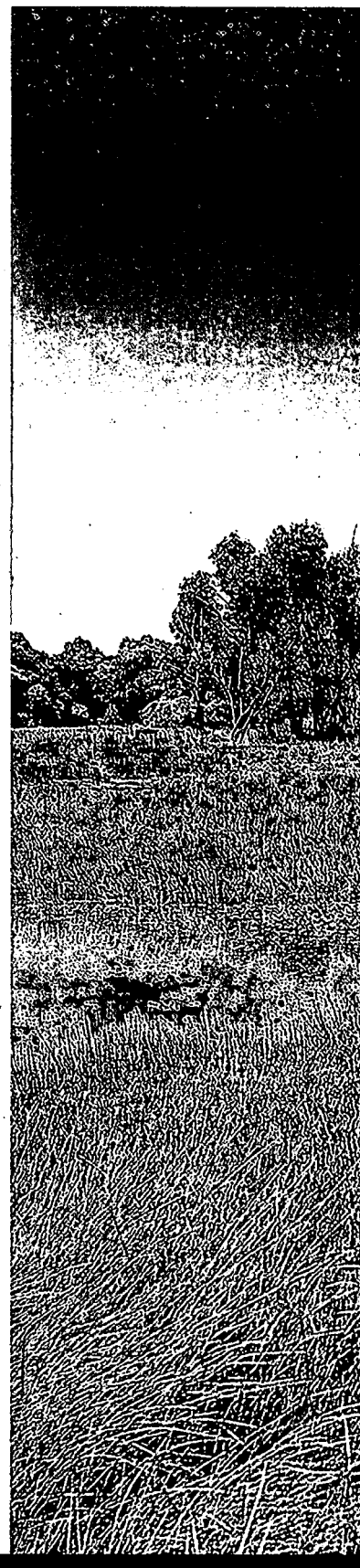
SA Water
www.sawater.com.au
Telephone 1300 650 950

Department of Health
www.health.sa.gov.au
Telephone (08) 8226 6070

Environment Protection Authority
www.epa.sa.gov.au
Telephone (08) 8204 2000

Department of Environment & Heritage
www.environment.sa.gov.au
Telephone (08) 8204 9000

Plumbing Industry Association of SA
www.plumbingindustry.com.au
Telephone (08) 8292 4000



DATED 28th MAY

2012

BETWEEN:

CITY OF SALISBURY

of the one part

AND

~~JOKAR DEVELOPMENTS PTY LTD~~

JOES GOLDEN GASOLINE CLASSIC IMPORTS PTY LTD

~~DELAINÉ BELPERIO~~

CARMINE BELPERIO

ANNUNZIATA BELPERIO

GIUSEPPE BELPERIO

of the other part

LAND MANAGEMENT AGREEMENT
BY DEED

ATTACHMENT G -

Form 1 - Vendor's statement (Section 7 Land and Business (Sale and Conveyancing) Act 1994)

*This Attachment page is to be used only if there is insufficient space in the Part, Division, particulars or item.
Please insert the relevant corresponding Part, Division, particulars or item number and heading.*

ITEM	DESCRIPTION:
	Annexure G - Environment Protection Authority Response

Receipt No : 0002662737
Admin No : 60860 (91680)

RUI LI
43/81 CARRINGTON Street
ADELAIDE SA 5000

Contact: Section 7
Telephone: (08) 8204 2026
Email: epasection7@sa.gov.au

Contact: Public Register
Telephone: (08) 8204 9128
Email: epa.publicregister@sa.gov.au

08 April, 2025

EPA STATEMENT TO FORM 1 - CONTRACTS FOR SALE OF LAND OR BUSINESS

The EPA provides this statement to assist the vendor meet its obligations under section 7(1)(b) of the *Land and Business (Sale and Conveyancing) Act 1994*. A response to the questions prescribed in Schedule 1-Contracts for sale of land or business-forms (Divisions 1 and 2) of the *Land and Business (Sale and Conveyancing) Act 1994* is provided in relation to the land.

I refer to your enquiry concerning the parcel of land comprised in

Title Reference CT Volume 6127 Folio 373
Address 7 Red Gum Court, PARAFIELD GARDENS SA 5107

Schedule – Division 1 – *Land and Business (Sale and Conveyancing) Regulations 2010*

PARTICULARS OF MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES AFFECTING THE LAND

8. *Environment Protection Act 1993*

Does the EPA hold any of the following details relating to the *Environment Protection Act 1993*:

8.1	Section 59 - Environment performance agreement that is registered in relation to the land.	NO
8.2	Section 93 - Environment protection order that is registered in relation to the land.	NO
8.3	Section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land.	NO
8.4	Section 99 - Clean-up order that is registered in relation to the land.	NO
8.5	Section 100 - Clean-up authorisation that is registered in relation to the land.	NO
8.6	Section 103H - Site contamination assessment order that is registered in relation to the land.	NO
8.7	Section 103J - Site remediation order that is registered in relation to the land.	NO

8.8	Section 103N - Notice of declaration of special management area in relation to the land (due to possible existence of site contamination).	NO
8.9	Section 103P - Notation of site contamination audit report in relation to the land.	NO
8.10	Section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land.	NO

Schedule – Division 2 – Land and Business (Sale and Conveyancing) Regulations 2010

PARTICULARS RELATING TO ENVIRONMENT PROTECTION

3-Licences and exemptions recorded by EPA in public register

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

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

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

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

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

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

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

a)	a copy of a report known as a "Health Commission Report" prepared by or on behalf of the <i>South Australian Health Commission</i> (under the repealed <i>South Australian Health Commission Act 1976</i>)?	NO
b)	details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the <i>Environment Protection Act 1993</i> ?	NO
c)	details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the <i>Environment Protection Act 1993</i> ?	NO
d)	a copy of a pre-1 July 2009 site audit report?	NO
e)	details relating to the termination before completion of a pre-1 July 2009 site audit?	NO

Records identified in this EPA Statement to Form 1: **SC60270; SC60329-01**

The above records have been identified with a YES response in this EPA Statement to Form 1 and can be obtained by contacting the Public Register on (08) 8204 9128 or email epa.publicregister@sa.gov.au

All care and diligence has been taken to access the above information from available records. Historical records provided to the EPA concerning matters arising prior to 1 May 1995 are limited and may not be accurate or complete.

Form R3

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

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

Buyers information notice

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 e.g. sheds and fences?
- Does the property have any significant **defects** e.g. **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** (e.g. 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.

Form R7

Land and Business (Sale and Conveyancing) Act 1994 (section 24B)

Land and Business (Sale and Conveyancing) Regulations 2010 (regulation 21)

Warning notice

Financial and investment advice

A land agent or sales representative who provides financial or investment advice to you in connection with the sale or purchase of land or a business is obliged to tell you the following —

You should assess the suitability of any purchase of the land or business in light of your own needs and circumstances by seeking independent financial and legal advice.

Note: For the purposes of section 24B of the Act, an agent or sales representative who provides financial or investment advice to a person in connection with the sale or purchase of land or a business must:

- in the case of oral advice - immediately before giving the advice, give the person warning of the matters set out in this Form orally, prefaced by the words **"I am legally required to give you this warning"**; or
- in the case of written advice - at the same time as giving the advice or as soon as reasonably practicable after giving the advice, give the person this Form, printed or typewritten in not smaller than 12-point type.