Form 1 - Vendor's statement

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

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Preliminary

To the purchaser:

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

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

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

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

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

Part A - Parties and land

1 Purchaser:

Address:

2 ~~Purchaser's registered agent:~~

Address:

3 Vendor:

Isabella Jane Rounsevell and Benjamin Peter McDonnell

Address:

238 Kesters Road Para Hills SA 5096

4 Vendor's registered agent:

Klemich Real Estate Pty Ltd (A.C.N. 101 825 147)
T/A Klemich Real Estate RLA 174424

Address:

1/245 Fullarton Road Eastwood SA 5063

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]*

76 Vinrace Street Adelaide SA 5000

Allotment 27 Deposited Plan 127471 in the area named Adelaide Hundred of Adelaide being improved land and whole of the land in Certificate of Title Volume 6257 Folio 98

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:

238 Kesters Road Para Hills SA 5096

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

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

matt@klemich.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:

1/245 Fullarton Road Eastwood SA 5063

(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, Isabella Jane Rounsevell and Benjamin Peter McDonnell

of 238 Kesters Road Para Hills SA 5096

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, Christine Bertram of Bertram Form 1 Shop Pty. Ltd. (A.C.N. 147 186 132)

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: 17/01/2024

Signed:

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

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

Schedule - Division 1 - Particulars of mortgages charges and prescribed encumbrances affecting the land

(section 7(1)(b))

Note -

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

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

(a) there is an attachment to this statement and -

(i) all the required particulars are contained in that attachment; and

(ii) the attachment is identified in column 2; and

(iii) if the attachment consists of more than 2 sheets of paper, those parts of the attachment that contain the required particulars are identified in column 2; or

(b) the mortgage, charge or prescribed encumbrance -

(i) is 1 of the following items in the table:

(A) under the heading 1. General -

1.1 Mortgage of land

1.4 Lease, agreement for lease, tenancy agreement or licence

1.5 Caveat

1.6 Lien or notice of a lien

(B) under the heading 36. Other charges -

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

(ii) is registered on the certificate of title to the land; and

(iii) is to be discharged or satisfied prior to or at settlement.

Table of particulars

Column 1	Column 2	Column 3

[If an item is applicable, ensure that the box for the item is ticked and complete the item.]
[If an item is not applicable, ensure that the box for the item is empty or else strike out the item or write "NOT APPLICABLE" or "N/A" in column 1.
Alternatively, the item and any inapplicable heading may be omitted, but not in the case of-
(a) the heading "1. General" and items 1.1, 1.2, 1.3 and 1.4; and
(b) the heading "5. Development Act 1993 (repealed)" and item 5.1; and
(c) the heading "6. Repealed Act conditions" and item 6.1; and
(d) the heading "29. Planning, Development and Infrastructure Act 2016" and items 29.1 and 29.2, which must be retained as part of this statement whether applicable or not.]
*[If an item is applicable, all particulars requested in column 2 must be set out in the item unless the Note preceding this table otherwise permits. Particulars requested in **bold type** must be set out in column 3 and all other particulars must be set out in column 2.]*
[If there is more than 1 mortgage, charge or prescribed encumbrance of a kind referred to in column 1, the particulars requested in column 2 must be set out for each such mortgage, charge or prescribed encumbrance.]
[If requested particulars are set out in the item and then continued on an attachment due to insufficient space, identify the attachment in the place provided in column 2. If all of the requested particulars are contained in an attachment (instead of in the item) in accordance with the Note preceding this table, identify the attachment in the place provided in column 2 and (if required by the Note) identify the parts of the attachment that contain the particulars.]

1. General

1.1 Mortgage of land

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

Is this item applicable? ✓

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

Are there attachments? NO

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

Number of mortgage (if registered):

13664363

Name of mortgagee:

Commonwealth Bank of Australia

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? NO

Are there attachments? YES

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

Property Interest Report - Page 12, Title Register Search, Plan Image D127471, Easement (13573330) & Attachment A

Description of land subject to easement:

CT Volume 6257 Folio 98

Nature of easement:

Refer to Property Interest Report, Title Register Search, Plan Image D127471, Easement (13573330) & Attachment A

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:

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? YES

Are there attachments? YES

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

(1) Encumbrance (13664361)
(2) Encumbrance (13664362)

Nature of restrictive covenant:

Refer to Encumbrance (13664361) and Encumbrance (13664362) attached

Name of person in whose favour restrictive covenant operates:

(1) EPDC No. 5 Pty Ltd. (ACN: 632 120 819) and EPDC No. 5 (Sub) Pty Ltd (ACN: 651 930 228) as Joint Tenants
(2) EPDC NO. 5 Pty Ltd. (ACN: 632 120 819)

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

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):

5. *Development Act 1993* (repealed)

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

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

Is this item applicable?	✓
Will this be discharged or satisfied prior to or at settlement?	NO
Are there attachments?	YES

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

City of Adelaide Council Search - Section 42 & State Planning Commission Response

Condition(s) of authorisation:

Refer to Decision Notification Form for Development Application Number: 020/D001/20 - The division of land (1 into 25 Torrens titled allotments) & Minor variation to development application 020/D001/20 comprising: Change in material to the internal laneway (Allotment 23) from exposed aggregate concrete to bitumen, S10/1/2020 - Demolition of all structures, 020/A069/19 - The demolition of all of the existing structures on the site and 020/A085/19 - Construction of a three storey dwelling

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?

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:

29. Planning, Development and Infrastructure Act 2016

29.1 Part 5 - Planning and Design Code

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

Is this item applicable? ✓

Will this be discharged or satisfied prior to or at settlement? NO

Are there attachments? YES

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

City of Adelaide Council search - 32 pages

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

Zone: City Living (CL)
Subzone: Medium-High Intensity (MHI)
Overlays as per Plan SA Data Extract for Section 7 search purposes included in City of Adelaide Council Search

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 visit 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? NO

Are there attachments? YES

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

City of Adelaide Council Search - Plan SA Data Extract for Section 7 search purposes

Date of authorisation:

22/09/2021; 24/09/2021 & 06/10/2021

Name of relevant authority that granted authorisation:

State Planning Commission, Tecon Australia Pty Ltd and City of Adelaide

Condition(s) of authorisation:

Refer to Application ID: 21029483 - Construction of a three storey dwelling

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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):

29.12 Part 16 Division 1 - Proceedings

Is this item applicable?

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

Are there attachments?

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

Date of commencement of proceedings:

Date of determination or order (if any):

Terms of determination or order (if any):

29.13 section 213 - Enforcement notice

Is this item applicable?

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

Are there attachments?

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

Date notice given:

Name of designated authority giving notice:

Nature of directions contained in notice:

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

Amount payable (if any):

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

Is this item applicable? ☐

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

Are there attachments? ☐

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

Date order made:

Name of court that made order:

Action number:

Names of parties:

Terms of order:

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

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:
Luong Hong Ngoc Tran

2 Name of insurer:
QBE Insurance (Australia) Ltd

3 Limitations on the liability of the insurer:
Unknown

4 Name of builder:
Metricon Homes Pty Ltd (SA)

5 Builder's licence number:
U BLD231776

6 Date of issue of insurance:
22/06/2021

7 Description of insured building work:
Construction of a three storey dwelling

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?

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*?

NO

(c) a copy of a report of an environmental assessment (whether prepared by the EPA or some other person or body and whether or not required under legislation) that forms part of the information required to be recorded in the public register?

NO

(d) a copy of a site contamination audit report?

NO

(e) details of an agreement for the exclusion or limitation of liability for site contamination to which section 103E of the *Environment Protection Act 1993* applies?

NO

(f) details of an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the *Environment Protection Act 1993*?

NO

(g) details of an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the *Environment Protection Act 1993*?

NO

(h) details of a notification under section 103Z(1) of the *Environment Protection Act 1993* relating to the commencement of a site contamination audit?

NO

(i) details of a notification under section 103Z(2) of the *Environment Protection Act 1993* relating to the termination before completion of a site contamination audit?

NO

(j) details of records, held by the former South Australian Waste Management Commission under the repealed *Waste Management Act 1987*, of waste (within the meaning of that Act) having been deposited on the land between 1 January 1983 and 30 April 1995?

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

Refer to City of Adelaide Council Search attached
P164A - Construct alterations and change the use of a building to warehouse/office/showroom at 255 Gilbert Street.

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 -

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

Property Interest Report

Local Government Authority prescribed inquiry

SA Water Certificate

Emergency Services Levy Certificate

Land Tax Certificate

Plan D127471

Easement (13573330)

Encumbrance (13664361)

Encumbrance (13664362)

Office of the Technical Regulator Response

State Planning Commission Response

Smoke Alarm Notice

*(*Strike out whichever is not applicable)*

ACKNOWLEDGEMENT OF RECEIPT OF FORM 1 – VENDOR'S STATEMENT

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

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

Dated this _____ Day of _____ 20

Signed: _____

_____

_____

_____

Purchaser(s)

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:
1.2 Easement (whether over the land or annexed to the land) Note Easement includes rights of way and party wall rights	Is this item applicable? YES 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): Property Interest Report - Page 12 Description of land subject to easement: CT Volume 6257 Folio 98 Nature of Easement: Statutory Easements Are you aware of any encroachment on the easement? No --- Is this item applicable? YES 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): Title Register Search, Plan Image D127471 & Easement (13573330) Description of land subject to easement: CT Volume 6257 Folio 98 Nature of Easement: (1) Together with easement(s) over the land marked A on D127471 (RTC 13573330) (2) Together with easement(s) over the land marked C on D127471 (RTC 13573330) (3) Together with easement(s) over the land marked D on D127471 for drainage purposes (RTC 13573330) (4) Together with right(s) of way with limitations over the land marked A on D127471 (RTC 13573330) Are you aware of any encroachment on the easement? No ---

APPROVED BY THE REAL ESTATE INSTITUTE OF SOUTH AUSTRALIA FOR THE EXCLUSIVE USE OF REISA MEMBERS © REISA 2014

Form R3

Buyers information notice

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

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

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

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

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

Safety

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

Enjoyment

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

Value

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

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

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

REAL PROPERTY ACT, 1886
South Australia

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

REGISTRAR-GENERAL SOUTH AUSTRALIA

Certificate of Title - Volume 6257 Folio 98

Parent Title(s) CT 6126/726

Creating Dealing(s) RTC 13573330

Title Issued 28/07/2021 **Edition** 2 **Edition Issued** 29/11/2021

Estate Type

FEE SIMPLE

Registered Proprietor

ISABELLA JANE ROUNSEVELL
BENJAMIN PETER MCDONNELL
OF PO BOX 1001 STIRLING SA 5152
AS JOINT TENANTS

Description of Land

ALLOTMENT 27 DEPOSITED PLAN 127471
IN THE AREA NAMED ADELAIDE
HUNDRED OF ADELAIDE

Easements

TOGETHER WITH EASEMENT(S) OVER THE LAND MARKED A ON D127471 (RTC 13573330)

TOGETHER WITH EASEMENT(S) OVER THE LAND MARKED C ON D127471 (RTC 13573330)

TOGETHER WITH EASEMENT(S) OVER THE LAND MARKED D ON D127471 FOR DRAINAGE PURPOSES (RTC 13573330)

TOGETHER WITH RIGHT(S) OF WAY WITH LIMITATIONS OVER THE LAND MARKED A ON D127471 (RTC 13573330)

Schedule of Dealings

Dealing Number	Description
13664361	ENCUMBRANCE TO EPDC NO. 5 PTY. LTD. (ACN: 632 120 819) AND EPDC NO. 5 (SUB) PTY. LTD. (ACN: 651 930 228) AS JOINT TENANTS
13664362	ENCUMBRANCE TO EPDC NO. 5 PTY. LTD. (ACN: 632 120 819)
13664363	MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

Notations

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

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Property Interest Report

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

Title Reference	CT 6257/98	**Reference No.**	2533255
Registered Proprietors	B P*MCDONNELL & ANR	**Prepared**	09/01/2024 16:25
Address of Property	76 VINRACE STREET, ADELAIDE, SA 5000		
Local Govt. Authority	THE CORPORATION OF THE CITY OF ADELAIDE		
Local Govt. Address	GPO BOX 2252 ADELAIDE SA 5001		

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

Prescribed encumbrance		Particulars (Particulars in bold indicates further information will be provided)
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.]*	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 *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Refer to the Certificate of Title
1.3	Restrictive covenant *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	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.) *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	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 *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	**State Planning Commission in the Department for Trade and Investment will respond with details relevant to this item** also Contact the Local Government Authority for other details that might apply
5.2	section 50(1) - Requirement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.3	section 50(2) - Agreement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.4	section 55 - Order to remove or perform work	State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
5.5	section 56 - Notice to complete development	State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
5.6	section 57 - Land management agreement	Refer to the Certificate of Title
5.7	section 60 - Notice of intention by building owner	Contact the vendor for these details
5.8	section 69 - Emergency order	State Planning Commission in the Department for Trade and Investment has no record of any order affecting this title also Contact the Local Government Authority for other details that might apply
5.9	section 71 - Fire safety notice	Building Fire Safety Committee in the Department for Trade and Investment has no record of any notice affecting this title

5.10	section 84 - Enforcement notice	State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title 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 Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.12	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 *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. The item and its heading must be included in the statement even if not applicable.]*	**State Planning Commission in the Department for Trade and Investment will respond with details relevant to this item** also Contact the Local Government Authority for other details that might apply

7. *Emergency Services Funding Act 1998*

7.1	section 16 - Notice to pay levy	**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**

8. *Environment Protection Act 1993*

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

8.9	section 103P - Notation of site contamination audit report in relation to the land	EPA (SA) does not have any current Orders registered on this title
8.10	section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land	EPA (SA) does not have any current Orders registered on this title

9. *Fences Act 1975*

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

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	Contact the Local Government Authority for other details that might apply Where the land is outside a council area, contact the vendor

11. *Food Act 2001*

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

12.1	Part 6 - risk management allocation	Qualco Sunlands Ground Water Control Trust has no record of any allocation affecting this title
12.2	section 56 - Notice to pay share of Trust costs, or for unauthorised use of water, in respect of irrigated property	DEW Water Licensing has no record of any notice affecting this title

13. *Heritage Places Act 1993*

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. *Highways Act 1926*

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. *Housing Improvement Act 1940* (repealed)

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. *Housing Improvement Act 2016*

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

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

25. *Native Vegetation Act 1991*

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

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

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

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

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

28. *Phylloxera and Grape Industry Act 1995*

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

29. *Planning, Development and Infrastructure Act 2016*

29.1	Part 5 - Planning and Design Code *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated. also Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title also For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority also Contact the Local Government Authority for other details that might apply to a place of local heritage value also For details of declared significant trees affecting this title, contact the Local Government Authority also **Code Amendment** **Residential Driveway Crossovers –draft design standard aiming to improve public safety and enhance streetscapes across SA. Minor changes to the Planning and Design Code have also been drafted to complement the design standard and support its delivery and are open for consultation as part of this process. For more information, refer to the 'Code Amendments' page on the PlanSA portal: https://plan.sa.gov.au/have_your_say/ or phone PlanSA on 1800752664.**
29.2	section 127 - Condition (that continues to apply) of a development authorisation *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	**State Planning Commission in the Department for Trade and Investment will respond with details relevant to this item** 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 Trade and Investment has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.6	section 142 - Notice to complete development	State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title 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 Trade and Investment has no record of any order or notice affecting this title also

		Contact the Local Government Authority for other details that might apply
29.8	section 157 - Fire safety notice	Building Fire Safety Committee in the Department for Trade and Investment has no record of any order or notice affecting this title 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 Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.11	section 198(2) - Agreement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title 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 Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
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 Trade and Investment has no record of any conditions that continue to apply, affecting this title

30. *Plant Health Act 2009*

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

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

31.1	Part 3 - Notice	Public Health in DHW has no record of any notice or direction affecting this title 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	Public Health in DHW has no record of any direction or requirement affecting this title

	spread of disease	
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 will respond with details relevant to this item 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) has no record of any particulars relating to items 3, 4 or 5 affecting this title also Contact the Local Government Authority for information relating to item 6
10.	Particulars relating to *Livestock Act, 1997*	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 *(Dog Fence Act 1946)*	The Dog Fence Board has no current interest in Dog Fence rates relating to this title.
9.	Pastoral Board *(Pastoral Land Management and Conservation Act 1989)*	The Pastoral Board has no current interest in this title
10.	Heritage Branch DEW *(Heritage Places Act 1993)*	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.

Product	Check Search
Date/Time	09/01/2024 04:25PM
Customer Reference	
Order ID	20240109007896

Certificate of Title

Title Reference: CT 6257/98

Status: CURRENT

Edition: 2

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

Copyright: www.landservices.com.au/copyright | Privacy: www.landservices.com.au/privacy | Terms of Use: www.landservices.com.au/sailis-terms-of-use

Certificate of Title

Title Reference	CT 6257/98
Status	CURRENT
Easement	YES
Owner Number	18294502
Address for Notices	POST OFFICE BOX 1001, STIRLING, SA 5152
Area	90m² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

ISABELLA JANE ROUNSEVELL
BENJAMIN PETER MCDONNELL
OF PO BOX 1001 STIRLING SA 5152
AS JOINT TENANTS

Description of Land

ALLOTMENT 27 DEPOSITED PLAN 127471
IN THE AREA NAMED ADELAIDE
HUNDRED OF ADELAIDE

Last Sale Details

Dealing Reference	TRANSFER (T) 13664360
Dealing Date	24/11/2021
Sale Price	$365,000
Sale Type	FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
ENCUMBRANCE	13664361	EPDC NO. 5 (SUB) PTY. LTD. (ACN: 651 930 228) EPDC NO. 5 PTY. LTD. (ACN: 632 120 819)
ENCUMBRANCE	13664362	EPDC NO. 5 PTY. LTD. (ACN: 632 120 819)
MORTGAGE	13664363	COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

Stoppers

NIL

Valuation Numbers

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Valuation Number	Status	Property Location Address
0212675421	CURRENT	76 VINRACE STREET, ADELAIDE, SA 5000

Notations

Dealings Affecting Title

NIL

Notations on Plan

NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	0212675421
Type	Site & Capital Value
Date of Valuation	01/01/2023
Status	CURRENT
Operative From	01/07/2022
Property Location	76 VINRACE STREET, ADELAIDE, SA 5000
Local Government	ADELAIDE
Owner Names	ISABELLA JANE ROUNSEVELL BENJAMIN PETER MCDONNELL
Owner Number	18294502
Address for Notices	POST OFFICE BOX 1001, STIRLING, SA 5152
Zone / Subzone	CL - City Living \ MHI - Medium-High Intensity
Water Available	No
Sewer Available	No
Land Use	1119 - Unfinished Residential
Description	UNFH
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
D127471 ALLOTMENT 27	CT 6257/98

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Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	$350,000	$550,000			
Previous	$250,000	$325,000			

Building Details

Valuation Number 0212675421

Building Style Conventional

Year Built Not Available

Building Condition Very Good

Wall Construction Rendered

Roof Construction Colourbond

Equivalent Main Area 108 sqm

Number of Main Rooms 5

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

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Date: 11 January 2024

Email: city@cityofadelaide.com.au

CITY OF ADELAIDE

25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001

T (08) 8203 7203
F (08) 8203 7575
W cityofadelaide.com.au

ABN 20 903 762 572

Dear Sir/Madam,

Land and Business (Sale and Conveyancing) Act – Section 7 enquiries.

I have received your letter requesting information on encumbrances for the property as detailed below:

Title Reference	CT-6257/98
Owner Name	Mr B P McDonnell and Ms I J Rounsevell
Address of Property	76 Vinrace Street, ADELAIDE SA 5000

You are advised:

- If there are any encumbrances on this property, they are attached hereto.

Yours faithfully,

pp
Michael Sedgman
Acting Chief Executive Officer

THE CORPORATION OF THE CITY OF ADELAIDE
LOCAL GOVERNMENT RATES SEARCH

Rates & Property Enquiries: 8203 7203

Email: city@cityofadelaide.com.au

CITY OF ADELAIDE

25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001

T (08) 8203 7203
F (08) 8203 7575
W cityofadelaide.com.au

ABN 20 903 762 572

BERTRAM FORM 1 SHOP P/L
GPO Box 448, ADELAIDE SA 5001

Dear Sir/Madam

Certificate in accordance with Section 187 of the Local Government Act.

I have received your request for information on the Premises below.

Date Received	10 January 2024
Receipt Number	6647198
Document Issue Date	11 January 2024
Property Address	76 Vinrace Street, ADELAIDE SA 5000
Property Description	Allot 27 DP 127471
Property Titles	CT-6257/98
Owner of Property	Mr B P McDonnell and Ms I J Rounsevell

Local Government Act 1999 [Act]

Liability for rates if land is not rateable for the whole of the financial year

Section 179

(1) If land is rateable for portion, but not for the whole, of a financial year, the land will be subject to rates imposed for the financial year but there will be a proportionate reduction in the amount of rates.
(2) A council may, for the purposes of the operation of subsection (1) in respect of land that becomes rateable after the adoption of valuations by the council for the relevant year, specifically adopt a valuation of the land

Fines for Late Payment:

If an instalment is not received on, or before, the due date (1st September; 1st December; 1st March; 1st June), a fine of 2% will be applied to the instalment amount in arrears at that time. A further interest levy of 0.75% will also be added to the amount in arrears (including the amount of any previous unpaid fine but excluding interest from any previous month) outstanding at the end of each month thereafter.

Yours faithfully,

pp
Michael Sedgman
Acting Chief Executive Officer

CITY OF ADELAIDE

25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001

T (08) 8203 7203
F (08) 8203 7575
W cityofadelaide.com.au

ABN 20 903 762 572

Assessment No: 45135 1

Property Location	**76 Vinrace Street, ADELAIDE SA 5000**
Rateable Valuation	$24,000
Arrears	$0.00
Arrears Legal Fees	$0.00
Gross Rates (includes Regional Landscape Levy)	**$2,800.80**
Interest, Current	$0.00
Interest, Arrears	$0.00
Rebates	$0.00
Legal Charges, Current	$0.00
Deferred Debts	$0.00
	$0.00
Paid	$-1,400.40
Overpayments	$0.00
Refunds	$0.00
Outstanding Balance	**$1,400.40**

Change of Ownership – New Owner Information

Rates & Property Enquiries: 8203 7203

Please fill in the below information or provide to the purchaser to fill in and return to r.mail@cityofadelaide.com.au or to GPO Box 2252 ADELAIDE SA 5001

CITY OF ADELAIDE

25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001

T (08) 8203 7203
F (08) 8203 7575
W cityofadelaide.com.au

ABN 20 903 762 572

Name: BERTRAM FORM 1 SHOP P/L

Address: GPO Box 448, ADELAIDE SA 5001

File reference:

Phone number:

Certificate of Title:	CT-6257/98
Property Description:	Allot 27 DP 127471
Property Address:	76 Vinrace Street, ADELAIDE SA 5000
Previous Owner: **(Full names)**	Mr B P McDonnell and Ms I J Rounsevell
New Owner: **(Titles and full names)**	
New Owner's Postal address for future notices: **(or managing agent)**	
New Owner's Postal address for general mail: (if different to above)	
New Owner's contact phone number(s):	
New Owner's email address:	
Settlement Date:	

This information is provided to the City of Adelaide for local government related purposes and is held in accordance with our privacy policy, available at https://www.cityofadelaide.com.au

PRESCRIBED INFORMATION

Address: ***76 Vinrace Street, ADELAIDE SA 5000*** ***Reference:*** **2021/02208**
Alternate:
Certificate of Title: ***CT-6257/98*** ***Dated:*** ***11 January 2024***

Prescribed encumbrance	Other particulars required
Part 1—Items that must be included in statement	
{If an item is not applicable strike it out or write "NOT APPLICABLE" or "N/A" in column 1.}	
Development Act 1993 (repealed)	
Section 42 – Condition (that continues to apply) of a development authorisation	Date of Authorisation: Name of relevant authority that granted authorisation: Condition(s) of authorisation: ***Development Conditions – See Attachment***
Repealed Act conditions	

~~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)~~	~~Nature of Condition(s):~~

PRESCRIBED INFORMATION

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 attached PlanSA Section 7 Report** Is there a State heritage place on the land or is the land situated in a State heritage area? *~~YES~~/NO Is the land designated as a local heritage place? *~~YES~~/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? *~~YES~~/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/~~NO~~
Section 127 - Condition (that continues to apply) of a development authorisation	~~Date of authorisation:~~ ~~Name of relevant authority that granted authorisation:~~ ~~Condition(s) of authorisation:~~ **Refer to attached PlanSA Section 7 Report**

Part 2—Items to be included if land affected	
[If an item is not applicable, strike it out or write "NOT APPLICABLE" or "N/A" in column 1, or else omit the items and headings that are not applicable.]	
Development Act 1993	
~~section 50(1)—Requirement to vest land in a council or the Crown to be held as open space~~	~~Date requirement given:~~ ~~Name of body giving requirement:~~ ~~Nature of requirement:~~ ~~Contribution payable (if any):~~
~~section 50(2)—Agreement to vest land in a council or the Crown to be held as open space~~	~~Date of agreement:~~ ~~Names of parties:~~ ~~Terms of agreement:~~ ~~Contribution payable (if any):~~
~~section 55—Order to remove or perform work~~	~~Date of order:~~ ~~Terms of order:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~
~~section 56—Notice to complete development~~	~~Date of notice:~~ ~~Requirements of notice:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~
~~Section 57 – Land management agreement~~	~~Date of agreement:~~ ~~Names of parties:~~ ~~Terms of agreement:~~

~~Section 69 – Emergency Order~~	~~Date of order:~~ ~~Name of authorised officer who made order:~~ ~~Name of authority that appointed authorised officer:~~ ~~Nature of order:~~ ~~Amount payable (if any):~~

PRESCRIBED INFORMATION

~~Section 71 – Fire safety notice~~	~~Date of notice:~~ ~~Name of authorised officer giving notice:~~ ~~Requirements of notice:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~

~~Section 84 – Enforcement notice~~	~~Date notice given:~~ ~~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):~~
~~section 85(6), 85(10) or 106—Enforcement order~~	~~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:~~
~~Part 11 Division 2—Proceedings~~	~~Date of commencement of proceedings:~~ ~~Date of determination or order (if any):~~ ~~Terms of determination or order (if any):~~
Confirmed – Planning/Development Section	
Fire and Emergency Services Act 2005	
~~section 105F (or section 56 or 83 (repealed))—Notice of action required concerning flammable materials on land~~	~~Date of notice:~~ ~~Person or body who issued notice:~~ ~~Requirements of notice (as stated therein):~~ ~~Amount payable (if any):~~
Confirmed – Enforcement/Compliance section:	
Food Act 2001	
~~section 44—Improvement notice~~	~~Date of notice:~~ ~~Name of authorised officer who served notice:~~ ~~Name of authority that appointed officer:~~ ~~Requirements of notice:~~

~~section 46—Prohibition order~~	~~Date of order:~~ ~~Name of authority or person who served order:~~ ~~Requirements of order:~~
Confirmed – Environmental Health section:	
Housing Improvement Act 1940	
~~section 23—declaration that house is undesirable or unfit for human habitation~~	~~Date of declaration:~~ ~~Those particulars required to be provided by a council under section 23:~~
~~Part 7 (rent control for substandard houses) – Notice or declaration~~	~~Date of notice or declaration~~ ~~Those particulars required to be provided by the housing authority under section 60:~~
Confirmed – Building/Development section:	
Land Acquisition Act 1969	
~~Section 10 – Notice of intention to acquire~~	~~Date of notice:~~ ~~Name of Authority who served notice:~~ ~~Description of land intended to be acquired (as described in the notice):~~

PRESCRIBED INFORMATION

Local Government Act 1934 (repealed)	
~~Notice, order, declaration, charge, claim or demand given or made under the Act~~	~~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):~~
Local Government Act 1999	
~~Notice, order, declaration, charge, claim or demand given or made under the Act~~	~~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):~~
Confirmed – General section:	
Local Nuisance and Litter Control Act 2016	
~~Section 30 – Nuisance or litter abatement notice~~	~~Date of notice:~~ ~~Notice issued by:~~ ~~Nature of requirements contained in notice:~~ ~~Time for carrying out requirements:~~
Planning, Development and Infrastructure Act 2016	
~~section 141 – Order to remove or perform work~~	~~Date of order:~~ ~~Terms of order:~~ ~~Building work (if any) required to be carried out:~~

PRESCRIBED INFORMATION

Planning, Development and Infrastructure Act 2016	
	~~Amount payable (if any):~~
~~section 142 – Notice to complete development~~	~~Date of notice:~~ ~~Requirements of notice:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~
~~section 155 – Emergency order~~	~~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):~~
~~section 157 – Fire safety notice~~	~~Date of notice:~~ ~~Name of authority giving notice:~~ ~~Requirements of notice:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~
~~section 192 or 193 – Land management agreement~~	~~Date of agreement:~~ ~~Names of parties:~~ ~~Terms of agreement:~~
~~section 198(1) – Requirement to vest land in a council or the Crown to be held as open space~~	~~Date requirement given:~~ ~~Name of body giving requirement:~~ ~~Nature of requirement:~~ ~~Contribution payable (if any):~~
~~section 198(2) – Agreement to vest land in a council or the Crown to be held as open space~~	~~Date of agreement:~~ ~~Names of parties:~~ ~~Terms of agreement:~~ ~~Contribution payable (if any):~~

PRESCRIBED INFORMATION

Planning, Development and Infrastructure Act 2016	
~~Part 16~~ ~~Division 1 – Proceedings~~	~~Date of commencement of proceedings:~~ ~~Date of determination or order (if any):~~ ~~Terms of determination or order (if any):~~
~~section 213 – Enforcement notice~~	~~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):~~
~~Section 214(6), 214(10) or 222- Enforcement order~~	~~Date order made:~~ ~~Name of court that made order:~~ ~~Action number:~~ ~~Name of parties:~~ ~~Terms of order:~~ ~~Building work (if any) required to be carried out:~~
Confirmed – Building/development section: ……..	

PRESCRIBED INFORMATION

Public and Environmental Health Act 1987 (repealed)	
~~Part 3—Notice~~	~~Date of notice:~~ ~~Name of council or other authority giving notice:~~ ~~Requirements of notice:~~
~~Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2—Condition (that continues to apply) of an approval~~	~~Date of approval:~~ ~~Name of relevant authority that granted the approval:~~ ~~Condition(s) of approval:~~
~~Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19—Maintenance order (that has not been complied with)~~	~~Date of order:~~ ~~Name of authority giving order:~~ ~~Requirements of order:~~
Confirmed – Environmental Health section:	
South Australian Public Health Act 2011	
~~section 92-Notice~~	~~Date of notice:~~ ~~Name of Council or other relevant authority giving notice:~~ ~~Requirements of notice~~
~~South Australian Public Health (Wastewater) Regulations 2013 Part 4-Condition (that continues to apply) of an approval~~	~~Date of approval:~~ ~~Name of person or body that granted the approval:~~ ~~Condition (s) of approval:~~
Confirmed – Health section:	

PRESCRIBED INFORMATION

Other charges	
~~Charge of any kind affecting the land (not included in another item)~~	~~Person or body in whose favour charge exists:~~ ~~Nature of charge:~~ ~~Amount of charge (if known):~~

PRESCRIBED INFORMATION

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 insurance still in existence for building work on the land:

Building Indemnity Insurance is required....**~~Yes / No~~ / Council holds no record** (refer above note):

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

2 Name of insurer:.....

3 Limitations on the liability of the insurer:.....

4 Name of builder: .....

5 Builder's licence number: .....

6 Date of issue of insurance:.....

7 Description of insured building work:.....

.....

.....

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?

*** ~~Yes / No~~ / Council holds no record**

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:.....

.....

.....

Certified – Development Section..... Date.....

PRESCRIBED INFORMATION

Particulars relating to Environment Protection

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/~~NO~~ **Refer to Attachment**

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—

(a) the approval of development by a council does not necessarily mean that the development has taken place;

(b) the council will not necessarily be able to provide a complete history of all such development that has taken place at the land.

ATTACHMENTS

Attachment – Development Conditions

Contact Officer:	Karl Woehle
Telephone:	7109 7169
Knet Reference:	2020/10324/00

Development Number:
020/D001/20
Council Reference:
020/A093/19

FOR DEVELOPMENT APPLICATION

DATED: 9 January 2020
REGISTERED ON: 6 February 2020

To: Fabian Barone
Dellta Group C/-Future Urban Group
GPO Box 2403,
Adelaide SA 5001

Email: Fabian@futureurban.com.au

LOCATION OF PROPOSED DEVELOPMENT:

Lot No	Plan No	Street	Suburb	Hundred	Title Reference
A9	F128853	Gilbert Street	Adelaide	Adelaide	6126/726

Nature of Proposed Development: The division of land (1 into 25 Torrens titled allotments)

From: STATE COMMISSION ASSESSMENT PANEL

In respect of this proposed development you are informed that:

NATURE OF DECISION	CONSENT GRANTED	NO. OF CONDITIONS	CONSENT REFUSED	NOT APPLICABLE
Development Plan Consent	Granted	1		
Land Division	Granted	4		
DEVELOPMENT APPROVAL	Granted	5		

Any conditions imposed are set out on the attached sheet.



Karl Woehle
PLANNING OFFICER
On behalf of the
STATE COMMISSION ASSESSMENT PANEL
Date of Decision: 14 May 2020

[1] Sheets Attached

PRESCRIBED INFORMATION

DEVELOPMENT APPLICATION - 020/D001/20

Planning Conditions

1. The development granted Development Plan Consent shall be undertaken and completed in accordance with Development Application 020/D001/20 and documentation, except where varied by conditions below.

Reason for condition: to ensure the development is constructed in accordance with endorsed plans and application details.

LAND DIVISION REQUIREMENTS

1. The financial requirements of the SA Water Corporation shall be met for the provision of water supply and sewage services

2. Payment of $182,784 shall be made into the City of Adelaide (24 allotments @ $7,616 per allotment). Payment can be made at the Customer Service Centre, 25 Pirie Street Adelaide or sent to GPO Box 2252 Adelaide 5001 or via the internet at www.adelaidecitycouncil.com

   Reason for condition: To satisfy the requirements of the Development Act 1993 in relation to the Open Space Contribution.

3. A final plan complying with the requirements for plans as set out in the Manual of Survey Practice Volume 1 (Plan Presentation and Guidelines) issued by the Registrar General to be lodged with the State Commission Assessment Panel for Land Division Certificate purposes.

4. All internal water piping that crosses the allotment boundaries shall be severed or redirected at the developers/owners cost to ensure that the pipe work relating to each allotment is contained within its boundaries.

   Reason for condition: To ensure SA Water requirements are met.

Advisory Notes

a. This Development Plan Consent will expire after 24 months from the date of this Notification, unless final Development Approval from Council has been received within that period or this Consent has been extended by the State Commission Assessment Panel.

b. The applicant is also advised that any act or work authorised or required by this Notification must be substantially commenced within 1 year of the final Development Approval issued by Council and substantially completed within 3 years of the date of final Development Approval issued by Council, unless that Development Approval is extended by the Council.

c. The applicant has a right of appeal against the conditions which have been imposed on this Development Plan Consent. Such an appeal must be lodged at the Environment, Resources and Development Court within two months from the day of receiving this notice or such longer time as the Court may allow. The applicant is asked to contact the Court if wishing to appeal. The Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide, (telephone number 8204 0289).

d. The applicant is reminded of their obligations under the Local Nuisance and Litter Control Act 2016 and the Environment Protection Act 1993, in regard to the appropriate management of environmental impacts and matters of local nuisance. For further information about appropriate management of construction site, please contact the City of Adelaide.

e. In relation to Land Division requirement 1, SA Water have advised that an investigation will be carried out to determine if the connection/s to your development will be costed as standard or non-standard.

PRESCRIBED INFORMATION

South Australia – Section 40(1) of the *Development Act 1993*

REGULATION 47A - DECISION NOTIFICATION FORM

Relevant Authority: State Planning Commission

Telephone: 1800 752 664

KNet Reference: 2020/10324/01

Application Number:
020/D001/20
Revision 1 (R1)
EDALA
66977

FOR DEVELOPMENT APPLICATION:

LODGEMENT DATE: 25 February 2021

To: Mr Fabian Barone
Future Urban Group
Level 1, 74 Pirie Street
Adelaide SA 5000

Email: fabian@futureurban.com.au

LOCATION OF DEVELOPMENT:

Street Address:	245 – 259 Gilbert Street, Adelaide					
Lot No	**Plan No**	**Sec No**	**Street/Road**	**Suburb**	**Hundred**	**Title Ref**
A9	F128853	-	Gilbert Street	Adelaide	Adelaide	CT 6126/726

Nature of Development: Minor Variation to Development Application 020/D001/20 comprising:

- Change in material to the internal laneway (Allotment 23) from exposed aggregate concrete to bitumen.

NATURE OF DECISION	DECISION	DATE OF DECISION	NO. OF CONDITIONS	NO. OF RESERVED MATTERS
Development Plan Consent	Granted	14 March 2020	1	-
Regulation 47A Update: (R1)	Granted	16 March 2021	1	-
Land Division	Granted	14 March 2020	4	-
DEVELOPMENT APPROVAL	Granted	14 March 2020	5	-

This decision only updates the approved plans (previously granted consent under Condition 1 under 020/D001/20). If the updated documentation requires a building rules assessment, these matters must be considered by either a private certifier or the local Council to ensure the safety and stability of construction in accordance with the Building Code of Australia.

~~Category 3 representors: # x representation[s] were received.~~

~~Any consent/approval does not become operative until the periods specified in *the Development Act 1993* (**fifteen business days**) has expired. **On expiry of fifteen business days from the date of the decision on your application you should contact the Environment Resources and Development Court (8204 0289) to establish if an appeal lodged.**~~

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

DATE OF NOTICE: *16 March 2021*

DECISION NOTIFICATION FORM - 020/D001/20

BY THE: STATE PLANNING COMMISSION

PREAMBLE

a) On 14 March 2020 the State Planning Commission granted Development Plan consent to DA 020/A069/19, 020/A070/19, 020/A071/19, 020/A072/19,020/A073/19, 020/A074/19, 020/A075/19, 020/A076/19,020/A077/19, 020/A078/19, 020/A079/19, 020/A080/19,020/A081/19, 020/A082/19, 020/A083/19, 020/A084/19, 020/A085/19, 020/A086/19, 020/A087/19, 020/A088/19, 020/A089/19, 020/A090/19, 020/A091/19, 020/A092/19, 020/A093/20 and 020/D001/19 for the demolition of all of the existing structures on the site and separate applications for the construction of 14 three storey dwellings and 10 three storey dwellings plus rooftop terrace (comprising one application for each dwelling) and the division of land (1 into 25 Torrens titled allotments)

b) On 26 November 2020, the State Commission Assessment Panel delegate granted Development Plan Consent to 020/A070/19 V1, 020/A075/19 V1, 020/A076/19 V1, 020/A081/19 V1, 020/A082/19 V1 and 020/A093/19 V1 comprising the following:

- Addition of a lift shaft within the dwellings on allotment 16 and 17
- Reduced rear setback to the dwellings on allotment 16 and 17
- Increase to the height of the rooftop parapets associated with the dwellings on allotment 16 and 17
- Change to the materiality on the western and eastern façade of the dwellings on allotment 11,22, 24 and 35

c) On 25 February 2021, Fabian Barone of Future Urban Group (as applicant), email the State Planning Commission requesting a minor variation of application DA 020/D001/20 (land division) comprising a change in material to the internal laneway (Allotment 23) from exposed aggregate concrete to bitumen.

PLANNING CONDITIONS:

1. That except where minor amendments may be required by other relevant Acts, or by conditions imposed by this application, the development shall be established in strict accordance with the stamped plans approved on 14 March 2020 and associated conditions and notes, as amended by the description and stamped plans of Development Application 020/D001/20 R1 (Reg 47A Minor Amendment) below:

DESCRIPTION OF MINOR VARIATION – REVISION 1 (R1)

a) Change in material to the internal laneway (Allotment 23) from exposed aggregate concrete to bitumen.

ADVISORY NOTE(s):

a. Previously supplied documentation, correspondence and reports (unless expressly superseded by this consent or previous approvals granted in respect to DA 020/D001/20) remain valid.

PRESCRIBED INFORMATION

CITY OF ADELAIDE

DECISION NOTIFICATION FORM

Application Registered On: **29 January 2020**	Contact Officer: **Philip Mellors 8203 7044**
Application Dated: **8 January 2020**	File Reference: **S10/1/2020**

Application:	S10/1/2020
Applicant:	DELLTA PROJECTS
Location:	245-259 Gilbert Street, ADELAIDE SA 5000
Description:	Demolition of all structures

In respect of this proposed development you are informed that:

Nature of Decision	Decision Status	Date of Decision	No. of Conditions
Development Plan Consent	Granted	14 May 2020	2
Building Rules Consent	Granted	27 January 2021	2
Development Approval	Granted	15 February 2021	4

Details of the building classification under the Building Code are attached.

Reason for this decision, any conditions imposed, and the reasons for imposing those conditions are set out on the attached sheet.

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

Date of Decision: 15 February 2021

Signed: .....

Date: 15 February 2021

- ☐ State Planning Assessment Commission or delegate
- ☒ Council Chief Executive Officer or delegate
- ☐ Private Certifier
- ☒ Pages

CITY OF ADELAIDE

Application:	S10/1/2020
Applicant:	DELLTA PROJECTS
Location:	245-259 Gilbert Street, ADELAIDE SA 5000
Description:	Demolition of all structures

CONDITIONS OF DEVELOPMENT PLAN CONSENT

Refer following pages

PRESCRIBED INFORMATION

South Australia - Regulation 42 under the Development Act 1993

DECISION NOTIFICATION FORM

Contact Officer: Karl Woehle
Telephone: 7109 7169
Knet Reference: 2019/18756/01

Development Number: 020/A069/19
Council Reference: 020/A093/19

FOR DEVELOPMENT APPLICATION

DATED: 25 November 2019
REGISTERED ON: 20 December 2019

To: Fabian Barone
Delita Group C/-Future Urban Group
GPO Box 2403,
Adelaide SA 5001

Email: Fabian@futureurban.com.au

LOCATION OF PROPOSED DEVELOPMENT:

Lot No	Plan No	Street	Suburb	Hundred	Title Reference
A9	F128853	Gilbert Street	Adelaide	Adelaide	6126/726

Nature of Proposed Development: The demolition of all of the existing structures on the site

From: STATE COMMISSION ASSESSMENT PANEL

In respect of this proposed development you are informed that:

NATURE OF DECISION	CONSENT GRANTED	NO. OF CONDITIONS	CONSENT REFUSED	NOT APPLICABLE
Development Plan Consent	Granted	2		
Build Rules Consent	Still Required			
DEVELOPMENT APPROVAL	Still Required			

Any conditions imposed are set out on the attached sheet.

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



Karl Woehle
PLANNING OFFICER
On behalf of the
STATE COMMISSION ASSESSMENT PANEL
Date of Decision: 14 May 2020

[2] Sheets Attached

PRESCRIBED INFORMATION

DEVELOPMENT APPLICATION - 020/A069/19

PLANNING CONDITIONS

1. The development granted Development Plan Consent shall be undertaken and completed in accordance with the stamped plans and documentation, except where varied by conditions below.

   Reason for condition: to ensure the development is constructed in accordance with endorsed plans and application details.

2. A statement by a suitably qualified professional that demonstrates that the land is suitable for its intended use (or can reasonably be made suitable for its intended use) shall be submitted to the SCAP prior to commencement of site preparation works.

   Reason for condition: to ensure the development site is suitable for residential use.

ADVISORY NOTES

a. This Development Plan Consent will expire after 24 months from the date of this Notification, unless final Development Approval from Council has been received within that period or this Consent has been extended by the State Commission Assessment Panel.

b. The applicant is also advised that any act or work authorised or required by this Notification must be substantially commenced within 1 year of the final Development Approval issued by Council and substantially completed within 3 years of the date of final Development Approval issued by Council, unless that Development Approval is extended by the Council.

c. The applicant has a right of appeal against the conditions which have been imposed on this Development Plan Consent. Such an appeal must be lodged at the Environment, Resources and Development Court within two months from the day of receiving this notice or such longer time as the Court may allow. The applicant is asked to contact the Court if wishing to appeal. The Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide, (telephone number 8204 0289).

d. The applicant is reminded of their obligations under the Local Nuisance and Litter Control Act 2016 and the Environment Protection Act 1993, in regard to the appropriate management of environmental impacts and matters of local nuisance. For further information about appropriate management of construction site, please contact the City of Adelaide.

e. In accordance with the Local Nuisance and Litter Control Act 2016 and the Environment Protection Act 1993 a Construction Environment Management Plan (CEMP) shall be prepared and implemented in accordance with current industry standards – including the EPA publications "Handbook for Pollution Avoidance on Commercial and Residential Building Sites – Second Edition" and, where applicable, "Environmental Management of On-site Remediation" – to minimise environmental harm and disturbance during construction.

f. An appropriate Soil Erosion and Drainage Management Plan (SEDMP) (as described in the "Stormwater Pollution Control, General Code of Practice for Local, State and Federal Government") shall be prepared and implemented which includes a range of strategies to collect, treat, store and dispose of stormwater during construction and from the final form of the development (i.e. from roofs, driveways, parking areas, lawns, etc) while minimising disposal into the environment.

g. EPA information sheets, guidelines documents, codes of practice, technical bulletins etc can be accessed on the following website: http://www.epa.sa.gov.au.

h. The construction of the dwellings shall occur as soon as practicable after the demolition and site preparation works, so that the site is not left vacant for any significant period of time.

i. All Council, utility or state-agency maintained infrastructure (i.e. roads, kerbs, drains, crossovers, footpaths etc.) that is demolished, altered, removed or damaged during the construction of the development shall be reinstated to Council, utility or state agency specifications. All costs associated with these works shall be met by the proponent.

j. Footpaths adjacent to the site are to be kept in a safe condition for pedestrians at all times during construction works. All driveways and footpaths transverse by vehicles using the site are to be maintained in a reasonable condition for the duration of the works, and are to be reinstated to the satisfaction of Council on completion of the works.

k. All works on Council land shall be conducted to Council's specification, with all works to be bunted off safely and pedestrian safety to be maintained throughout the construction period. Plans displaying all relevant details of the Road/Kerbing/Footpath Works shall be submitted to the Assets and Infrastructure Officer for approval prior to the commencement of any such works.

CONDITIONS OF BUILDING RULES CONSENT

Two conditions have been imposed by Private Certifier ROCCO CIANCIO BUILDING APPROVALS. (Ref: B12372)

PRESCRIBED INFORMATION

Rocco Ciancio

Private Certifier
PO Box 16 ASHTON SA 5137
P:08 8390 1809 E:admin@rocco.net.au

Ref #: B12372

Building Rules
Decision Notification Form

To:	Fabian Barone, Dellta Group C/-Future Urban Group
For:	EPDC No 5 Unit Trust

Development number:	020/A069/19
Development Plan Consent authority:	Adelaide City Council
Development Plan Consent description:	The demolition of all of the existing structures on the site
Local government authority:	Adelaide City Council

Location of proposed development:	245-259 Gilbert Street Adelaide SA 5000
Property details:	Lot:9 FP:128853 CT:5234/220

Nature of proposed development:	Demolition of existing structures

In respect of this proposed development you are informed that:

Nature of consent:	Consent granted	Number of conditions	Consent refused
Building rules consent	27-Jan-2021	2	-----

Attached are building classification details as per Building Code of Australia (BCA) Volume One in the National Construction Code (NCC) series, including, if applicable, approved number of occupants as per Deemed to Satisfy (DtS) provisions.

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

No work can commence unless the development is an approved development under the Act. An approved development is one where a relevant authority has assessed the development against and granted consent in respect of each of the matters prescribed in Section 33(1) of the *Development Act, 1993*.

The following documents relate to this Building Rules Consent proposal:

Development plan consent:	020/A069/19
Architectural details:	Proske Architecture + Interiors
Engineering details:	
Roof truss details:	
Framework details:	
Energy efficiency details:	
Building specification details:	

Rocco Ciancio
Private Certifier
Registration #: PC028
Sheets attached: 1

Signed:

PRESCRIBED INFORMATION

Rocco Ciancio

Conditions of Building Rules Consent
Section 42 of the *Development Act, 1993*

Ref #: B12372
Sheet 1 of 1

Development number:	020/A069/19
Building Rules matter:	Demolition of existing structures
Site address:	245-259 Gilbert Street Adelaide SA 5000
Classification:	7
Rise in storeys:	1
Type of construction:	

Conditions of consent:

1. Building work must be in accordance with Building Code and approved documents. Variations to design, materials or systems affecting building safety or occupant health must be approved in writing prior to variations occurring. (Section 33(1)).

2. The development proposal must conform to the development plan consent requirements, including any conditions of that consent subject to any specified Schedule 22A certificate of consistency variations. (Section 93).

Essential safety provisions:
Essential Safety Provisions are not required.

Certificate of Occupancy:
A certificate of occupancy is not required for this proposal. Completion documents are to be provided as specified below.

- A written statement in the form required by Regulation 83AB of *Development Regulations 2008,* signed by both the licensed builder (Part A) and the owner of the land or their representative (Part B); and

- A written statement from the licensed builder, who under an agreement or arrangement, with the owner of the land, was responsible for undertaking any part of the building work that any disconnections required to any:-
public electricity source; public water supply; public sewer or septic tank effluent drainage system; public telecommunications system; other service or facility provided by a public authority or utility services;-
have been made in accordance with the requirements of the relevant public authority or utility; and

- Where the approval of this development is subject to conditions, satisfactory evidence is required to show that the conditions have been satisfied; and

Notes:
This consent is only for Building Rules purposes for work to be carried out within the site boundaries and excludes work to both adjoining properties and public spaces. This consent does not include, infer or suggest compliance with any other legislation; nor Development Plan Consent ("planning"); nor Development Approval matters; nor ancillary products, factors and requirements; nor suitability of chosen design, materials, other factors such as acceptable levels of design criteria, maintenance regimes, limitations, etc.; nor risks associated with siting, location, environmental and other design factors; nor proprietary systems and materials requirements and limitations; nor construction and final project outcomes. Where relevant, you need to discuss any concerns with the designers, builder, contractors, suppliers, relevant legislated authority; council; State and Federal Authorities.

R. Ciancio
27-Jan-2021

PRESCRIBED INFORMATION

South Australia - Regulation 42 under the Development Act 1993

DECISION NOTIFICATION FORM

Contact Officer: Karl Woehle
Telephone: 7109 7169
Knet Reference: 2019/18805/01

Development Number: 020/A085/19
Council Reference: 020/A093/19

FOR DEVELOPMENT APPLICATION

DATED: 25 November 2019
REGISTERED ON: 20 December 2019

To: Fabian Barone
Dellta Group C/-Future Urban Group
GPO Box 2403,
Adelaide SA 5001

Email: Fabian@futureurban.com.au

LOCATION OF PROPOSED DEVELOPMENT:

Lot No	Plan No	Street	Suburb	Hundred	Title Reference
A9	F128853	Gilbert Street	Adelaide	Adelaide	6126/726

Nature of Proposed Development: Construction of a three storey dwelling

From: STATE COMMISSION ASSESSMENT PANEL

In respect of this proposed development you are informed that:

NATURE OF DECISION	CONSENT GRANTED	NO. OF CONDITIONS	CONSENT REFUSED	NOT APPLICABLE
Development Plan Consent	Granted	9		
Build Rules Consent	Still Required			
DEVELOPMENT APPROVAL	Still Required			

Any conditions imposed are set out on the attached sheet.

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



Karl Woehle
PLANNING OFFICER
On behalf of the
STATE COMMISSION ASSESSMENT PANEL
Date of Decision: 14 May 2020

[2] Sheets Attached

PRESCRIBED INFORMATION

DEVELOPMENT APPLICATION - 020/A085/19

PLANNING CONDITIONS

1. The development granted Development Plan Consent shall be undertaken and completed in accordance with the stamped plans and documentation, except where varied by conditions below.

   Reason for condition: to ensure the development is constructed in accordance with endorsed plans and application details.

2. Prior to Development Approval, the applicant shall submit a final detailed schedule of external materials and finishes including a physical materials sample board, to the reasonable satisfaction of the State Commission Assessment Panel in consultation with the Government Architect.

   Reason for condition: to ensure the materials and finishes proposed are consistent with the architectural drawings

3. All vehicle car parks, driveways and vehicle entry and manoeuvring areas shall be designed and constructed in accordance with Australian Standards (AS/NZS 2890.1:2004 and AS/NZS 2890.6.2009) and be constructed, drained and paved with bitumen, concrete or paving bricks in accordance with sound engineering practice to the reasonable satisfaction of the State Commission Assessment Panel prior to the occupation or use of the development.

   Reason for condition: to ensure the driveways and crossovers adhere to the relevant Australian Standards

4. The applicant shall submit a detailed landscaping plan to the reasonable satisfaction of the SCAP prior to the commencement of site works.

   Reason for condition: to ensure a variety of appropriate trees are selected.

5. Landscaping shown on the approved plans shall be established prior to the operation of the development and shall be maintained and nurtured at all times with any diseased or dying plants being replaced.

   Reason for condition: to ensure landscaping is established and maintained

6. A watering system shall be installed at the time landscaping is established and operated so that all plants receive sufficient water to ensure their survival and growth.

   Reason for condition: to ensure the proposed landscaping receives sufficient water

7. All external lighting on the site shall be designed and constructed to conform to Australian Standard (AS 4282-1997).

   Reason for condition: to ensure the external lighting is in accordance with the relevant Australian Standards

8. All stormwater design and construction shall be in accordance with Australian Standard AS/NZS 3500.3:2015 (Part 3) to ensure that stormwater does not adversely affect any adjoining property or public road.

   Reason for condition: to ensure the stormwater is in accordance with the relevant Australian Standards

9. A final detailed Stormwater Management Plan shall be submitted, in consultation with City of Adelaide to the satisfaction of the State Commission Assessment Panel. The details of the plan shall be incorporated within the Building Rules Consent documentation, submitted for Development Approval, and be implemented prior to occupation or use of the development.

   Reason for condition: to ensure the proposed stormwater management aligns with Council infrastructure and requirements

PRESCRIBED INFORMATION

ADVISORY NOTES

a. This Development Plan Consent will expire after 24 months from the date of this Notification, unless final Development Approval from Council has been received within that period or this Consent has been extended by the State Commission Assessment Panel.

b. The applicant is also advised that any act or work authorised or required by this Notification must be substantially commenced within 1 year of the final Development Approval issued by Council and substantially completed within 3 years of the date of final Development Approval issued by Council, unless that Development Approval is extended by the Council.

c. The applicant has a right of appeal against the conditions which have been imposed on this Development Plan Consent. Such an appeal must be lodged at the Environment, Resources and Development Court within two months from the day of receiving this notice or such longer time as the Court may allow. The applicant is asked to contact the Court if wishing to appeal. The Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide, (telephone number 8204 0289).

d. The applicant is reminded of their obligations under the Local Nuisance and Litter Control Act 2016 and the Environment Protection Act 1993, in regard to the appropriate management of environmental impacts and matters of local nuisance. For further information about appropriate management of construction site, please contact the City of Adelaide.

e. In accordance with the Local Nuisance and Litter Control Act 2016 and the Environment Protection Act 1993 a Construction Environment Management Plan (CEMP) shall be prepared and implemented in accordance with current industry standards – including the EPA publications "Handbook for Pollution Avoidance on Commercial and Residential Building Sites – Second Edition" and, where applicable, "Environmental Management of On-site Remediation" – to minimise environmental harm and disturbance during construction.

f. An appropriate Soil Erosion and Drainage Management Plan (SEDMP) (as described in the "Stormwater Pollution Control, General Code of Practice for Local, State and Federal Government") shall be prepared and implemented which includes a range of strategies to collect, treat, store and dispose of stormwater during construction and from the final form of the development (i.e. from roofs, driveways, parking areas, lawns, etc) while minimising disposal into the environment.

   EPA information sheets, guidelines documents, codes of practice, technical bulletins etc can be accessed on the following website http://www.epa.sa.gov.au.

g. The construction of the dwellings shall occur as soon as practicable after the demolition and site preparation works, so that the site is not left vacant for any significant period of time.

h. All Council, utility or state-agency maintained infrastructure (i.e. roads, kerbs, drains, crossovers, footpaths etc.) that is demolished, altered, removed or damaged during the construction of the development shall be reinstated to Council, utility or state agency specifications. All costs associated with these works shall be met by the proponent.

i. Footpaths adjacent to the site are to be kept in a safe condition for pedestrians at all times during construction works. All driveways and footpaths transverse by vehicles using the site are to be maintained in a reasonable condition for the duration of the works, and are to be reinstated to the satisfaction of Council on completion of the works.

j. All works on Council land shall be conducted to Council's specification, with all works to be bunted off safely and pedestrian safety to be maintained throughout the construction period. Plans displaying all relevant details of the Road/Kerbing/Footpath Works shall be submitted to the Assets and Infrastructure Officer for approval prior to the commencement of any such works.

Attachment - Change of Use

P164A - Construct alterations and change the use of a building to warehouse / office/-showroom at 255 Gilbert Street.

ADVICE ONLY

The above application(s) confirm Council holds information that indicates that changes in the use of the land have taken place on the site.

Data Extract for Section 7 search purposes

Valuation ID 0212675421

Data Extract Date: 11/01/2024

Parcel ID: D127471 A27

Certificate Title: CT6257/98

Property Address: 76 VINRACE ST ADELAIDE SA 5000

Zones
City Living (CL)

Subzones
Medium-High Intensity (MHI)

Zoning overlays

Overlays
Airport Building Heights (Regulated) (All structures over 50 metres AHD)

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.

Airport Building Heights (Regulated) (All structures over 60 metres AHD)

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.

Design

The Design Overlay seeks to ensure significant development positively contributes to the liveability, durability and sustainability of the built environment through high-quality design.

Hazards (Flooding - Evidence Required)

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

Prescribed Wells Area

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

ATTACHMENTS

Regulated and Significant Tree

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

Stormwater Management

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

Urban Tree Canopy

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

Is the land situated in a State Heritage Place/Area

No

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

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

Is the land designated as a Local Heritage Place

No

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

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

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

No

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

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

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

ATTACHMENTS

Associated Development Authorisation Information

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

Application ID: 21029483

Development Description: Construction of a Three Storey Dwelling

Site Address: LOT 27 VINRACE ST ADELAIDE SA 5000

Development Authorisation: Planning Consent

Date of authorisation: 22 September 2021

Name of relevant authority that granted authorisation: State Planning Commission

Condition 1

Please see DNF for existing Development Application Number 020/A085/19

Development Authorisation: Building Consent

Date of authorisation: 24 September 2021

Name of relevant authority that granted authorisation: Tecon Australia Pty Ltd

Associated Building Indemnity Insurance

Building Work: Construction of a Three Storey Dwelling

Name(s) of person(s) insured: Luong Hong Ngoc Tran

Name of Insurer: QBE Insurance (Australia) Ltd

Insurance date of issue: 22/06/2021

Name of builder: Metricon Homes Pty Ltd (SA)

Builder's licence number: U BLD231776

Development Authorisation: Development Approval: Planning Consent and Building Consent

Date of authorisation: 6 October 2021

Name of relevant authority that granted authorisation: City of Adelaide

Land Management Agreement (LMA)

No

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
02 12675 42 1	CT625798	10/1/2024	7836	2533255

BERTRAM FORM 1 SHOP PTY LTD
GPO BOX 448
ADELAIDE SA 5001
form1@bertramform1shop.com

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: B P MCDONNELL & I J ROUNSEVE
Location: 76 VINRACE ST ADELAIDE LT27 D127471
Description: UNFH
Capital Value: $ 550 000
Rating: Residential

Periodic charges

Raised in current years to 31/3/2024

			$
	Arrears as at: 30/6/2023	:	0.00
Water main available:	Water rates	:	0.00
Sewer main available:	Sewer rates	:	0.00
	Water use	:	0.00
	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	:	0.00
	Balance outstanding	:	0.00

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

Next quarterly charges: Water supply: 0.00 Sewer: 0.00 Bill: 3/4/2024

Water and sewer mains have not yet been gazetted as available to service the above property. When the water and sewer mains are gazetted as such, the property will rate from the quarter following gazettal or from when services are fixed, whichever is earliest.

A water connection has been applied for on the 10th of November 2023 (MW8427480-9) and A sewer connection has been applied for on the 10th of November 2023 (MS8427482-5) SA Water has no record of an Encumbrance on this property as at the date of issue of this certificate.

SA Water

South Australian Water Corporation

Name:
B P MCDONNELL & I J ROUNSEVE

Water & Sewer Account
Acct. No.: 02 12675 42 1

Amount: _____

Address:
76 VINRACE ST ADELAIDE LT27 D127471

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	0212675421

BPAY

Biller code: 8888
Ref: 0212675421

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: 0212675421

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE

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: 2533255

DATE OF ISSUE
10/01/2024

BERTRAM FORM 1 SHOP PTY LTD
GPO BOX 448
ADELAIDE SA 5001

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

OWNERSHIP NUMBER
18294502

OWNERSHIP NAME
B MCDONNELL & I ROUNSEVELL

PROPERTY DESCRIPTION
76 VINRACE ST / ADELAIDE SA 5000 / LT 27 D127471

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R4	RE
0212675421	CT 6257/98	$550,000.00	1.000	0.400

LEVY DETAILS:

FINANCIAL YEAR
2023-2024

FIXED CHARGE	**$**	50.00
+ VARIABLE CHARGE	**$**	222.60
- REMISSION	**$**	139.45
- CONCESSION	**$**	0.00
+ ARREARS / - PAYMENTS	**$**	-133.15
= AMOUNT PAYABLE	**$**	0.00

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

EXPIRY DATE **09/04/2024**

Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE
Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE
The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

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

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

Online at: **OR** **By Post to:**

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE
ABN 19 040 349 865
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

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

PIR Reference No: 2533255

DATE OF ISSUE
10/01/2024

BERTRAM FORM 1 SHOP PTY LTD
GPO BOX 448
ADELAIDE SA 5001

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

OWNERSHIP NAME
B MCDONNELL & I ROUNSEVELL

FINANCIAL YEAR
2023-2024

PROPERTY DESCRIPTION
76 VINRACE ST / ADELAIDE SA 5000 / LT 27 D127471

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
0212675421	CT 6257/98	$350,000.00	0.0090 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	**$**	0.00			
= AMOUNT PAYABLE	**$**	**0.00**			

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

ON OR BEFORE **09/04/2024**

Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

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

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

Online at: **OR** **By Post to:**

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001

PURPOSE:	DIVISION	AREA NAME:	ADELAIDE	RE-APPROVED: 19/07/2021	D127471
MAP REF:	6628/41/M	COUNCIL:	THE CORPORATION OF THE CITY OF ADELAIDE	DEPOSITED: 28/07/2021	SHEET 1 OF 4
LAST PLAN:		DEVELOPMENT NO:	020/D001/20/001/62792		108103_text_01_v07_Version_7

AGENT DETAILS: SKS SURVEYS PTY LTD
43 EDWARD STREET
NORWOOD SA 5067
PH: 0418673705
FAX: 8332 1406

AGENT CODE: SKSS

REFERENCE: 401919

SURVEYORS CERTIFICATION: I Scott John Bacchus , a licensed surveyor do hereby certify - 1) That this plan has been made from surveys carried out by me and correctly prepared in accordance with the Survey Act 1992. 2) That the field work was completed on the 21st day of April 2021
19th day of July 2021 Scott Bacchus Licensed Surveyor

SUBJECT TITLE DETAILS:

PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER	HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
CT	6126	726		ALLOTMENT(S)	9	F	128853	ADELAIDE		

OTHER TITLES AFFECTED:

EASEMENT DETAILS:

STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION
NEW	23	SHORT	EASEMENT(S)	D	FOR DRAINAGE PURPOSES	11-22, 24-35	
NEW	23	SERVICE	EASEMENT(S)	B	FOR SEWERAGE PURPOSES	SOUTH AUSTRALIAN WATER CORPORATION	223LG RPA
NEW	23	LONG	EASEMENT(S)	A	FOR DRAINAGE PURPOSES	11-22, 24-35	
NEW	23	LONG	EASEMENT(S)	C	LANDSCAPE MAINTENANCE	11-22, 24-35	
NEW	23	LONG	RIGHT(S) OF WAY	A	FOR ACCESS PURPOSES	11-22	
NEW	23	LONG	RIGHT(S) OF WAY WITH LIMITATIONS	A	FOR ACCESS PURPOSES	24-35	

ANNOTATIONS: NO OCCUPATION UNLESS OTHERWISE SHOWN

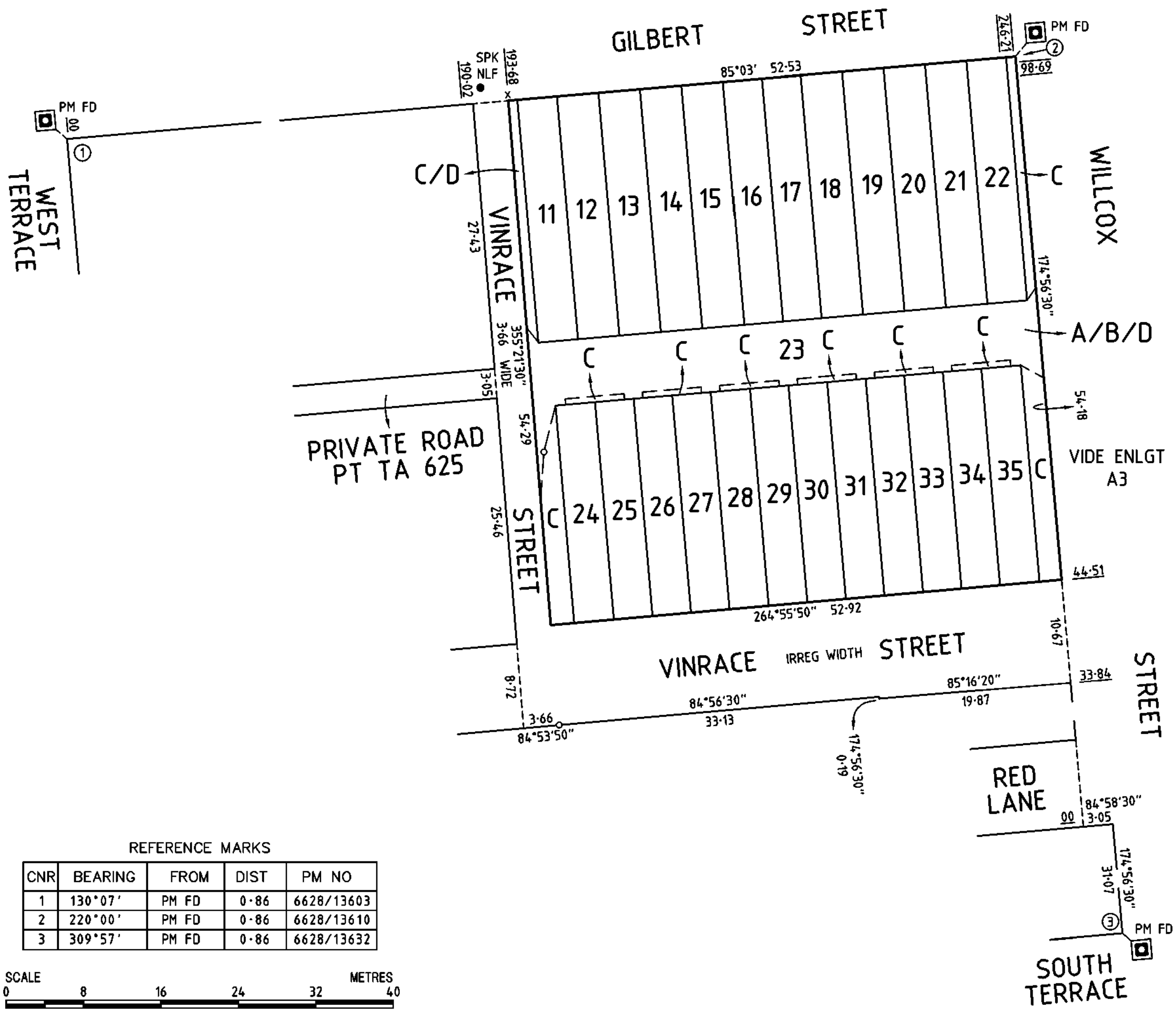
D127471

SHEET 2 OF 4

108103_pland_1_V01_Version_7

BEARING DATUM: MGA2020 ZONE 54
DERIVATION: PSM's 6628/13603-6628/13610

TOTAL AREA:



REFERENCE MARKS

CNR	BEARING	FROM	DIST	PM NO
1	130°07'	PM FD	0·86	6628/13603
2	220°00'	PM FD	0·86	6628/13610
3	309°57'	PM FD	0·86	6628/13632

SCALE
0 8 16 24 32 40 METRES

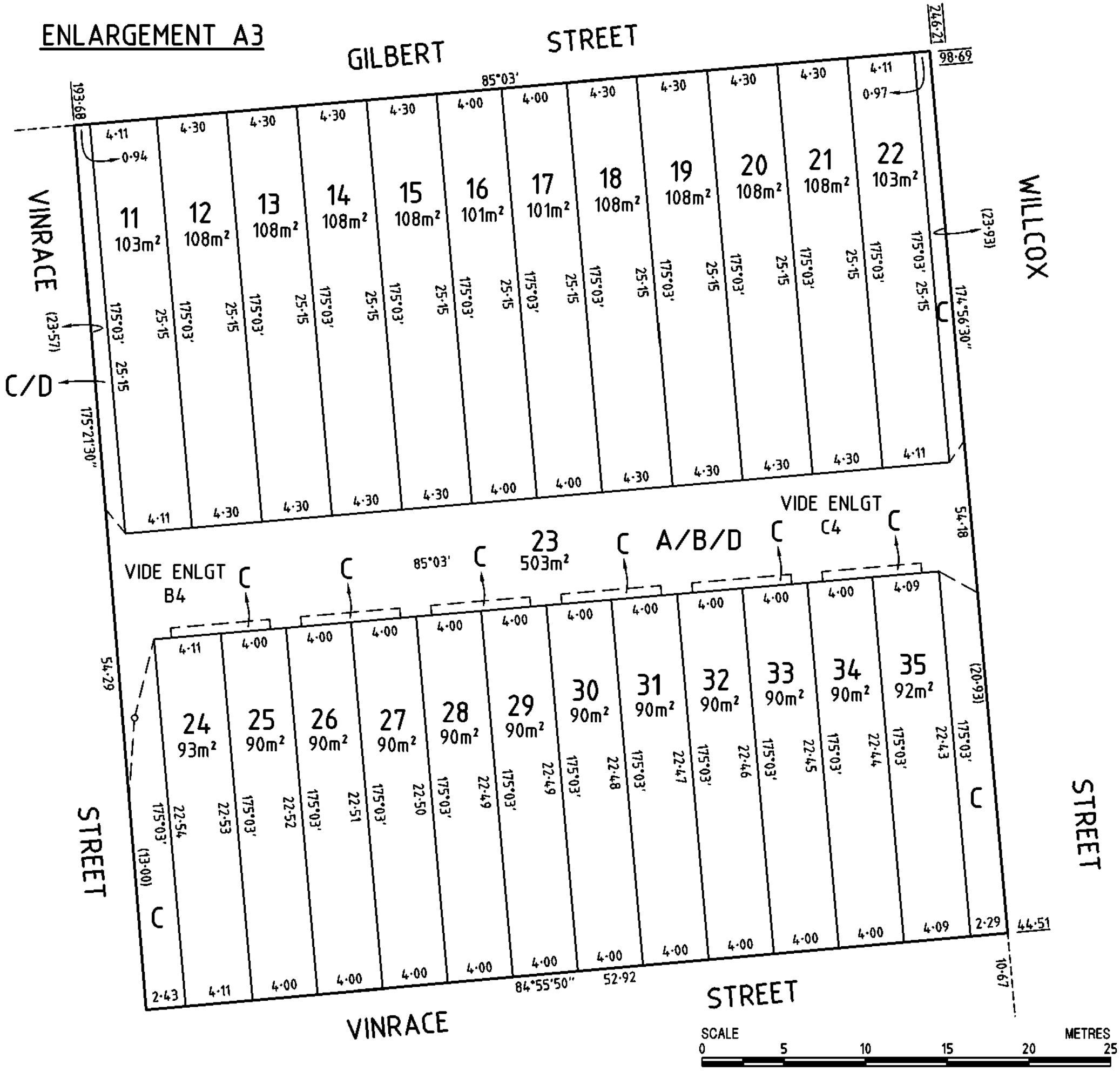
SKS SURVEYS PTY LTD
43 EDWARD STREET
NORWOOD SA 5067
Ph: 0418 673 705

D127471

SHEET 3 OF 4

108103_pland_2_V01_Version_7

ENLARGEMENT A3



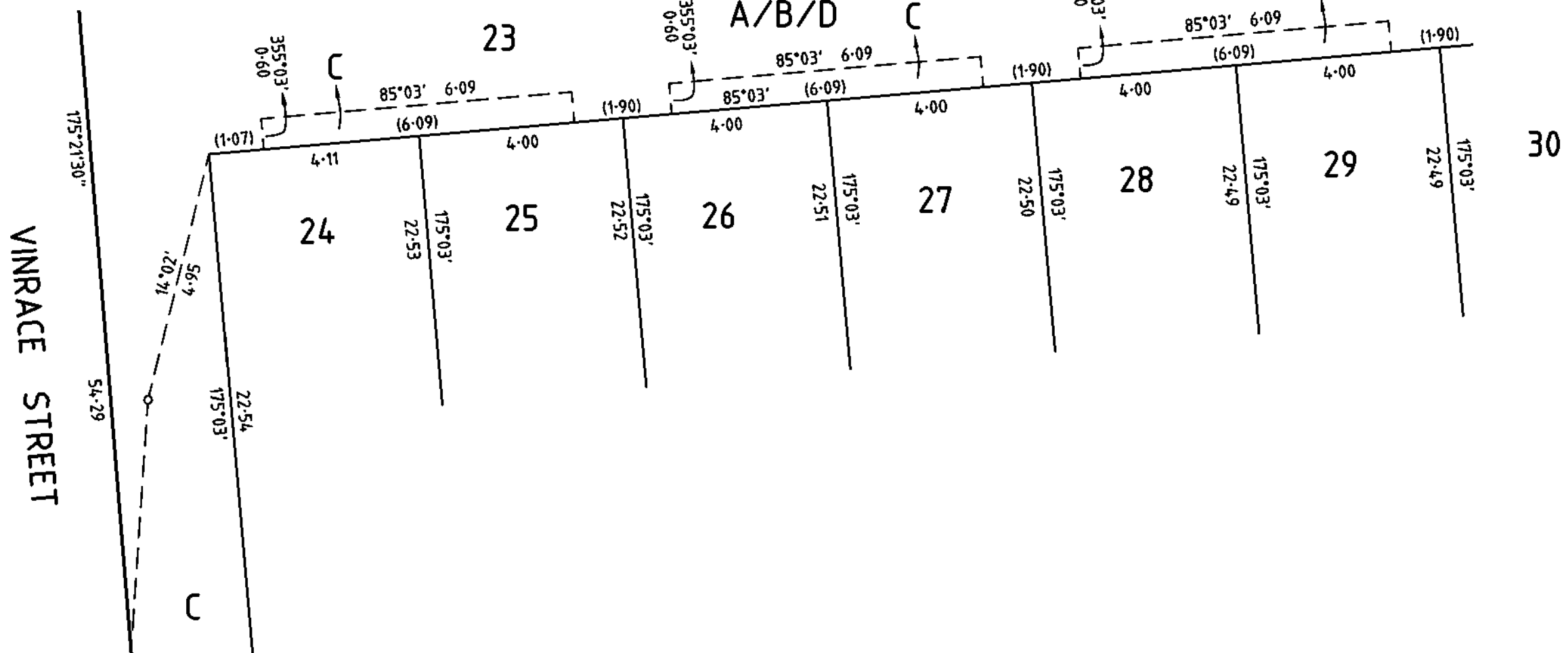
SKS SURVEYS PTY LTD
43 EDWARD STREET
NORWOOD SA 5067
Ph: 0418 673 705

D127471

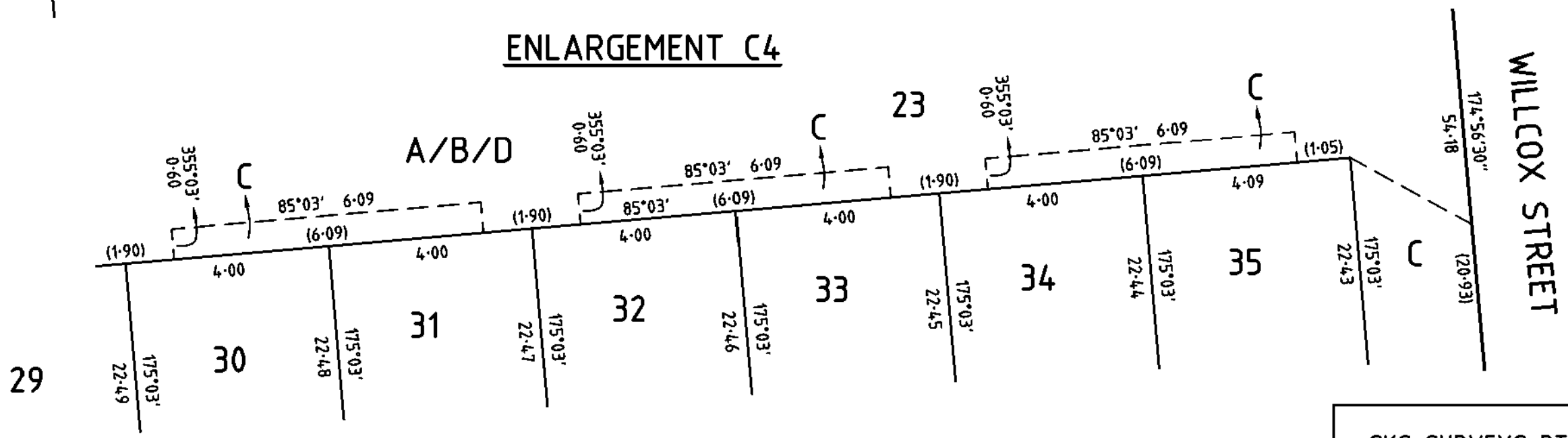
SHEET 4 OF 4

108103_pland_3_V01_Version_7

ENLARGEMENT B4



ENLARGEMENT C4



SCALE 0 2 4 6 8 10 METRES

SKS SURVEYS PTY LTD
43 EDWARD STREET
NORWOOD SA 5067
Ph: 0418 673 705

D127471

FORM RTC (Version 2)
GUIDANCE NOTES AT BACK
Orig.

RTC 13573330

10:13 20-Jul-2021
1 of 2

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

APPLICATION FOR DEPOSIT OF A PLAN OF DIVISION

FORM APPROVED BY THE REGISTRAR-GENERAL

PRIORITY NOTICE ID	
STAMP DUTY DOCUMENT ID:	2022273897

SERIES NO	PREFIX
1	RTC

AGENT CODE

LODGED BY: FINLAYSONS FINL

CORRECTION TO: FINLAYSONS FINL
GXS: 423214/108

SUPPORTING DOCUMENTATION LODGED WITH APPLICATION

1.....

2.....

3.....

4.....

5.....

Easement C not to be used as a precedent

MM

Lodging party notified

PICK-UP NO.	

PLAN DEPOSITED Mark McGeil 28/7/21

CORRECTION	PASSED
	MM

REGISTERED 28/7/2021

Mark McGeil

PRO REGISTRAR-GENERAL

6826783V1

APPLICATION FOR DEPOSIT OF A PLAN OF DIVISION

(Pursuant to Part 19AB of the Real Property Act 1886)

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

D 127471 **Development No. 020 : D001 : 20 : 001**

LAND DESCRIPTION

The whole of the land comprised in Certificate of Title Volume 6126 Folio 726

APPLICANT(S) (Full name and address of all Registered Proprietors of land divided)

EPDC NO 5 PTY LTD (ACN 632 120 819) formerly of C/- Webb Jones Pty Ltd of 174 Fullarton Road, Dulwich SA 5065 and now of Level 3, 100 Pirie Street, Adelaide SA 5000

To the Registrar-General,

I/We the Applicant(s) hereby apply to have the accompanying plan of division deposited in the Lands Titles Registration Office and acknowledge that on the deposit of the said plan;

(a) my/our estate and interest in the said land will be affected to the extent indicated in the Details of Transactions panel

(b) certificates of title will issue in accordance with the Schedule of Mode of Issue.

SCHEDULE OF MODE OF ISSUE

Easement(s) / Right(s) of Way as per accompanying plan and other titles affected

PARCEL IDENTIFIER / CT REFERENCE	FULL NAME, ADDRESS AND MODE OF HOLDING	ESTATES OR INTERESTS
Allotments 11 to 22 (inclusive)	**EPDC NO 5 PTY LTD** (ACN 632 120 819) of Level 3, 100 Pirie Street, Adelaide SA 5000	M13216365
Allotment 23	**EPDC NO 5 PTY LTD** (ACN 632 120 819) of Level 3, 100 Pirie Street, Adelaide SA 5000	Nil
Allotment 24 to 35 (inclusive)	**EPDC NO 5 PTY LTD** (ACN 632 120 819) of Level 3, 100 Pirie Street, Adelaide SA 5000	M13216365

DETAILS OF TRANSACTION(S) (Applicants only)	CONSIDERATION / VALUE
Creation of easements as set out on the accompanying plan	Nil

SCHEDULE OF EASEMENTS CREATED BY DEPOSIT OF THE ACCOMPANYING PLAN OF DIVISION

* **Short form:** The easement(s) expressed on the plan to which the provisions of Sections 89 and 89a of the Real Property Act 1886 apply.

* **Long form:** Easement(s) indicated on the plan to be set out in full in this application are as follows:

*Strike through if inapplicable

***Long Form Easements - See Annexure A**

ANNEXURE A – Long Form Easements

Easement A

1. Definitions

The following words have the following meanings in this Annexure A unless the context other requires:

(a) ***Development Parcels*** means proposed Allotments 11 to 22 and 24 to 35 as are contained in Deposited Plan Number 127471 and which were previously comprised in Certificate of Title Volume 6126 Folio 726 out of which the Easement Land and the Grantee's Land were created;

(b) ***Easement*** means this document comprising the Form and Annexure A, and includes the rights and obligations of both the Grantee and the Grantor pursuant to the Form and Annexure A;

(c) ***Easement Land*** means of the whole of Allotment 23 as is contained in Deposited Plan Number 127471 which was previously a part of Certificate of Title Volume 6126 Folio 726;

(d) ***Form*** means the South Australian Lands Titles Office Form RTC to which this Annexure A is attached;

(e) ***Grantee*** means each of the registered proprietors from time to time of Allotments 11 to 22 and 24 and 35 as is also set out on the accompanying plan, and includes both:

(i) the Grantee's successive registered proprietors of the estate in fee simple of the Grantee's Land; and

(ii) where the context permits, the Grantee's tenants, contractors, licensees, invitees of the Grantee's Land and other persons authorised by the Grantee to exercise its rights under this Easement;

(f) ***Grantee's Land*** means the whole of the land comprised in Allotments 11 to 22 and 24 to 35 as are contained in Deposited Plan Number 127471 and being portions of Certificate of Title Volume 6126 Folio 726;

(g) ***Grantee's Portion*** means :

(i) for Allotments 11 to 22, the amount of one point six seven percent (1.67%) per allotment; and

(ii) for Allotments 24 to 35, the amount of six point six seven percent (6.67%) per allotment.

(h) ***Grantor*** means the registered proprietor from time to time of Allotment 23 as is set out on the accompanying plan, and the successive registered proprietors of the estate in fee simple of the Easement Land.

2. Interpretation

In this Easement, unless it is stated to the contrary:

(a) the singular includes the plural and conversely and a gender includes all genders;

(b) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;

(c) a reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them;

(d) a reference to a clause, schedule or annexure is a reference to a clause of, or a schedule or annexure to, this Easement;

(e) a reference to an agreement or document (including this Easement) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this Easement or that other agreement or document;

(f) a reference to ***writing*** includes any method of representing or reproducing words, figures, drawings, or symbols in a visible form but excludes any communication using electronic mail;

(g) a reference to a party to this Easement or another agreement or document includes the party's successors;

(h) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;

(i) a reference to conduct includes an omission, statement or undertaking, whether or not in writing;

(j) a reference to an ***agreement*** includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing;

(k) a reference to a document includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind;

(l) a reference to ***dollars*** and ***$*** is to Australian currency;

(m) a reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally;

(n) the meaning of general words is not limited by specific examples introduced by ***including***, or ***for example***, or similar expressions;

(o) references to ***agree***, ***approve*** or ***consent*** are references to agreement, approval or consent (as the case may be) in writing; and

(p) nothing in this Easement is to be interpreted against a party solely on the ground that the party put forward this Easement or any part of it.

3. Grant

The Grantor hereby grants to the Grantee, and to and for the proprietor or proprietors of the Grantee' s Land from time to time, taking or deriving title under the Grantee, or through this instrument, so long as he or she or they shall remain such proprietors of the Grantee's Land:

(a) where the Grantee is the owner of either of Allotments 11 to 22;

(Right of Way)

(i) a full, free and unrestricted right and liberty to pass and re-pass over the Easement Land either by foot or with or without motor vehicles or bicycles for all purposes; and

(ii) a full, free and unrestricted right and liberty to pass and re-pass over the Easement Land for the purpose of taking rubbish, recycling and green waste bins out to the street frontage to the street entry point to the Easement Land; and

(Easement)

(iii) a right to discharge stormwater only into the stormwater pipes, catchment and retention infrastructure on or under the Easement Land, and to convey through and into such pipes stormwater from the Grantee's Land, or

(b) where the Grantee is the Owner of either of Allotments 24 to 35:

(Right of Way with limitations)

(i) a full, free and unrestricted right and liberty to pass and re-pass over the Easement Land either by foot or with or without bicycles for all purposes (but not in motor vehicles at any time **OTHER THAN** with the express prior written consent of the Grantor (which it may withhold in its absolute discretion; and

(ii) a full, free and unrestricted right and liberty to pass and re-pass over the Easement Land for the purpose of taking rubbish, recycling and green waste bins out to the street frontage to the street entry point to the Easement Land; and

(Easement)

(iii) a right to discharge stormwater only into the stormwater pipes, catchment and retention infrastructure on or under the Easement Land, and to convey through and into such pipes stormwater from the Grantee's Land,

provided that no damage is caused to the Easement Land, or the road surface on the Easement Land, in any way during the Grantee's exercise of its rights under this clause 3, and if any damage is caused the Grantee will be liable for the cost of all repairs to undertake any repairs, replacement or reinstatement works, and which works will be undertaken by the Grantor at the Grantee's cost in all respects (and the extent of such cost liability of the Grantee will be linked to the extent such damage or loss is caused or contributed to by the Grantee, as determined by the Grantor acting reasonably).

4. Obligations of Grantee

The Grantee covenants and agrees with the Grantor that the Grantee:

(a) will not undertake any works on the Easement Land; and

(b) must not cause damage to the Easement Land and must promptly notify the Grantor if it causes such damage or a threat to public safety emanating from the Easement Land;

(c) will comply with all reasonable directions of the Grantor in respect to the use of and access to the Easement Land, to the extent that such directions are not contrary to the Grantee's rights under this Easement;

(d) must not park on the Easement Land at any time, other than to temporarily remain stationary to allow the passage of any other vehicles or persons on the Easement Land, and only whist the Grantee is sitting inside a vehicle running at all times and waiting to either access the Grantee's car garage or to exit onto a nearby street;

(e) must comply with the designated speed limits on the Easement Land as are determined by the Grantor in its absolute discretion from time to time;

(f) not use the Easement Land in any way which does or has the possibility of causing damage, loss or injury to any persons or property at any time;

(g) will, as is reasonably practicable in exercising its rights or performing its obligations under this Easement, cause as little inconvenience to the Grantor, or to the Grantor's lot owners, or to any other persons entitled to use the Easement Land under any grant of easement or other right of way, together with their tenants, licensees and invitees,

and the Grantee acknowledges and agrees with the Grantor that the Grantee is aware that its use of the Easement Land under this Easement will at all times be in common with other users of that Easement Land, and the Grantor will not at any time interfere with the use and enjoyment of the Easement Area by other parties entitled to use it, and it will at all times comply with the Grantor's directions in respect to that common usage generally.

5. Obligations of Grantor

Subject to clause 7 in all respects, the Grantor covenants and agrees with the Grantee that the Grantor will:

(a) maintain and repair the roadway constructed or to be constructed on the Easement Land, as is necessary in the opinion of the Grantor, to ensure that the access roadway is at all times in a reasonably good, presentable, safe and usable condition;

(b) not undertake any works on the Easement Land without first advising the Grantee of such work and the anticipated extent of any disruption to the Grantee's use of the Easement Land as a result;

(c) prior to undertaking any works on the Easement Land provide to the Grantee (and all persons or entities comprising the Grantee) all relevant information relating to any works, including but not limited to:

(i) all plans, drawings and descriptions in reasonable detail of the works;

(ii) reasonable estimates of the timeframes and various stages of the works; and

(iii) such other information or documentation as is reasonably requested by the Grantee;

(d) ensure that any work carried out on the Easement Land is done in a proper and workmanlike manner and as expeditiously as is reasonably non-disruptive as is practicable in the circumstance;

(e) as soon as is reasonably practicable make good any damage caused to the Easement Land after such damage is made aware to the Grantor;

(f) cause as little inconvenience to the Grantee and its tenants, licensees and invitees as is reasonably practicable in the Grantor exercising its rights or performing its obligations under this Easement;

(g) remove from the Easement Land all rubbish, waste and other materials which may be brought onto the Easement Land by any workmen of the Grantor or others authorised by the Grantor from time to time, or which may blow onto the Easement Land due to no fault of the Grantor or Grantee;

(h) will cause for the Easement Land to be kept clean at all times, and all gardens within the Easement Land to be maintained in a neat and tidy condition;

(i) shall, subject to the Grantor's rights under this Easement, not interfere with or otherwise obstruct the Grantee in the exercise or enjoyment of the Grantee's rights and powers under this Easement.

(j) shall effect and keep current at all times a policy of public risk insurance in respect of the Easement Land, and anything on it, for an amount of no less than $10,000,000 in respect of any single accident or event; and

(k) shall effect and keep current during the existence of this Easement a policy of insurance for the replacement value of any lighting, pavers, gardens, drainage infrastructure, manholes, irrigation equipment or other items which are located on the Easement Land at any time, and which are for the benefit of all uses of the Easement Land, and for an amount at least equal to the replacement value of each and all of those items as determined by the Grantor from time to time (acting reasonably).

6. Rights of Grantor

Subject to clause 7 in all respects, the Grantee agrees that the Grantor may in exercising its rights and fulfilling its obligations under this Easement:

(a) inspect, repair, alter, remove and replace any such drainage pipes, retention basis and other drainage infrastructure installed in on or under the Easement Land at any time, and when necessary; and

(b) from time to time to break the surface of, dig, open up and use the Easement Land for the purposes of exercising its rights under this clause 6, provided that:

(i) after any such works on or under the surface the Grantor will return the surface to its condition immediately before such works; and

(ii) the Grantor will use all reasonable endeavours to cause as little inconvenience or disturbance to the Grantee on exercising such rights in this clause 6; and

(iii) the Grantor will use all reasonable endeavours to advise the Grantor prior to such works being commenced, other than in the event of an emergency where prior notice will not be required.

7. Maintenance, insurance, repair, replacement and other costs and Management Committee

The Grantee must pay the Grantee's Portion in respect to:

(a) the Grantor's maintenance, repair and replacement costs in respect to the surface of Easement Land (which costs must be reasonable in all respects); and

(b) the Grantor's maintenance, repair and replacement costs in respect to the stormwater pipes, catchment and retention infrastructure on or under the Easement Land (which costs must be reasonable in all respects); and

(c) all costs incurred by the Grantor in exercising the Grantor's rights, or complying with the Grantor's obligations under clauses 5 and 6 of this Easement, including but not limited to the cost of any insurance policies taken out by the Grantor in accordance with clause 5 of this Easement or otherwise in respect to the Easement Area and anything thereon

however:

(d) where any costs that are incurred by the Grantor pursuant to clauses 5 or 6 of this Easement are costs which directly result from an act or omission of the Grantee, or from an act or omission of any tenants, licensees, invitees or other persons authorised to use the Easement Land by the Grantee from time to time, then such costs will be due and payable by the Grantee only (and will be over and above the Grantee's Portion) and they will be invoiced by the Grantor to the Grantee only and will not be payable by any other owner of a lot or allotment created from the Development Parcels; and

(e) the costs payable under this clause 7 in all respects will be invoiced to the Grantee and they must be paid by the Grantee to the Grantor within 14 days of the date of the Grantee receiving any such invoices from the Grantor.

and the Grantee acknowledges and agrees with each party who comprises the registered proprietor of each of the proposed Allotments 11 to 22 and 24 to 35 as are contained in Deposited Plan Number 127471 (which allotments were previously a part of Certificate of Title Volume 6126 Folio 726) and who will also each hold one (1) share in the entity who is the owner of Allotment 23 that:

(f) the management committee who will have the unrestricted authority to administer and mange the terms of this Easement and the use of the Easement Land generally will be the board appointed in accordance with the constitution of the entity who is the registered

proprietor of Allotment 23 in Deposited Plan Number 127471 (the ***annual management committee***); and

(g) the annual management committee appointed will also have the express authority to appoint a third party manager (the ***Roadway Manager***) to manage the use of the Easement Land by each and every person who comprise the Grantor and the Grantee, and to exercise every power granted in favour of the Grantor under clauses 5 and 6 of this Easement (and each and any person or entity who comprises the Grantor), which authority will include but not be limited to the right of approving the third party Roadway Manager appointing contractors and workmen to undertake any works on behalf of the Roadway Manger, the management committee and the Grantor (and each person or entity comprising the Grantor), and the Roadway Manager and management committee must only incur or authorise the incurring of reasonable expenditure in exercising the powers of the Grantor in clauses 5 and 6 of this Easement, other than where major works must be undertaken or works in the case of an emergency, in which event the Roadway Manager and the management committee will have a fiduciary relationship in favour of each party comprising the Grantee to ensure the costs incurred are appropriate and works are necessary; and

(h) each owner of each of the proposed Allotments 11 to 22 and 24 to 35 as are contained in Deposited Plan Number 127471 hereby agree that they will not individually exercise, nor be permitted to exercise, any of the rights of the Grantor under clauses 5 or 6 of this Easement and they hereby agree and authorise that the annual management committee and the Roadway Manager are authorised to exercise all of the Grantor's rights under this Easement for and on behalf and for the benefit of each of the owners of proposed Allotments 11 to 22 and 24 to 35 as are contained in Deposited Plan Number 127471.

8. Severance

Unless the contrary intention appears each and every provision of this Easement and each and every part thereof shall unless the context otherwise necessarily requires be read and construed as a separate and severable provision and as separate and severable parts thereof so that if any provision or part thereof shall be void or otherwise unenforceable for any reason whatsoever then such provision or part thereof as the case may be shall not only be severed but the remainder shall be read as if the severed provision or part thereof aforesaid had not been contained herein notwithstanding any consequential alteration to the meaning or construction of that provision or these presents that may result from the severance.

9. Indemnity

The Grantee agrees to indemnify and keep the Grantor indemnified from all claims losses costs and damages suffered or incurred by the Grantor as a result of the acts or omissions of the Grantee or its officers, employees, agents, contractors or other persons authorised by it resulting from the exercise or performance or purported exercise or purported performance of or failure to perform its rights and obligations under this Easement.

10. Release

The Grantee enters the Land and the Easement Land and exercises its rights under this Easement at its own risk, and it hereby releases the Grantor and all of persons comprising the Grantor from all loss, damage, cost, injury or liability suffered or incurred by the Grantee as a result of entering the Land or the Easement Land or otherwise exercising its rights and performing its obligations under this Easement, except where such loss, damage, cost, injury or liability is caused or contributed to by any negligent or wilful act or omission of the Grantor or any contractor, licensee or invitee of the Grantor.

11. Consent

Where the consent, approval or agreement of the Grantee is required and or referred to under this Easement, such consent, approval or agreement shall not be unreasonably withheld or delayed by the Grantee.

12. No interference

Provided that at any time the Grantee is not in breach of this Easement, or of any related agreements between the Grantor and Grantee in respect to this Easement, the Grantor covenants and agrees with the Grantee that the Grantor will not interfere with or otherwise obstruct the Grantee from time to time in the exercise or enjoyment of or by the Grantee of its rights and powers under this Easement.

13. Notices

(a) Any notice given under this Easement must be in writing and signed by or for the sender.

(b) Notices must be delivered by post or hand to the relevant address detailed in this Grant of Easement, unless an alternate address is notified in writing to the Grantor by the Grantee.

(c) Notices given in accordance with this clause 13 will be taken to be duly given:

(i) in the case of delivery in person, when delivered; or

(ii) in the case of delivery by post, 2 business days after the date of posting.

(d) If the result under clause 13(c) is that a notice would be taken to be given on a day that is not a business day in Adelaide, South Australian, then it will be taken to have been given on the next business day in Adelaide.

14. General

(a) A provision of or a right created under this Easement may not be waived and is not deemed to be waived, except in writing, signed by the party granting the waiver, and no waiver by the Grantor of any one breach of any covenant or obligation contained or implied in this Easement shall operate as a waiver of another breach of the same or of any other covenant or obligation contained or implied in this Easement.

(b) The terms of this Easement may only be varied pursuant to a written agreement between the parties.

(c) The Grantee will be entitled to enjoy this Easement in perpetuity from the date of this Easement, but if any part of the grant under this Easement cannot by any legislation be granted in perpetuity then the grant in respect of that part of this Easement will cease to operate as from the date being 999 years from the date of this Easement.

15. Costs of Easement

The Grantee is responsible for:

(a) the costs in relation to the preparation, execution and registration of this Easement and any document required or contemplated by this Easement;

(b) all registration fees and stamp duty on this Easement and any document required or contemplated by this Easement;

(c) the cost of all other documents and processes for the registration of this Easement.

16. Dispute regarding Grantee's Portion of costs

If either the Grantor or the Grantee believe at any time that the costs payable by the Grantee under clauses 5 or 6 of this Easement are not correct, nor are they reflective of the respective parties' obligations under this Easement, then either party may ask for the amounts requested for payment by the Grantee under clauses 5 or 6 to be reviewed and amended in accordance with this clause 16 (hereby referred to in this clause 16 as a ***dispute***).

(a) Either the Grantor or the Grantee may give written notice to the other of a dispute setting out details of that dispute.

(b) Within 5 Business Days of the date of notice of any dispute the Grantor and the Grantee shall meet and use their best endeavours to resolve that dispute within a further period of 10 Business Days.

(c) If the dispute is not resolved in accordance with the provisions of clause 16(b) either the Grantor or the Grantee may refer the determination of the dispute to an expert appointed by agreement between the Grantor and the Grantee within a further period of 10 Business Days, or, failing agreement within that period, appointed at the request of either the Grantor or the Grantee by the then president for the time being of the Law Society of South Australia or the president's nominee.

(d) The expert must:

(i) at the time of his or her appointment and until the relevant dispute is finalised be independent of both parties in that the expert shall not be an employee or agent of either the Grantor or the Grantee; and

(ii) at the time of his or her appointment, have not less than 5 years' practical experience in the area of the matter in dispute and then be practising in that area.

(e) The following provisions apply to the determination of the dispute by the expert:

(i) the expert is an expert and not an arbitrator;

(ii) the expert must seek, receive and give due consideration to written submissions made by or on behalf of each of the Grantee and the Grantor within such period as is stipulated by the expert;

(iii) each of the Grantee and the Grantor will bear its own costs and expenses in relation to the expert's determination;

(iv) the Grantee and the Grantor must pay in equal shares the expert's fees and expenses and costs of determination;

(v) the expert must provide its determination to the Grantee and the Grantor in writing, with reasons for the determination, within 30 days of appointment;

(vi) the provisions of the *Commercial Arbitration Act 1986 (SA)* do not apply to the expert's determination; and

(vii) the determination of the expert is final and binding on the Grantor and the Grantee.

17. Breach of Easement by Grantee

If the Grantee:

(a) fails to pay any money payable to the Grantor at any time, by the date that such money is due for payment by the Grantee under this Easement or otherwise; or

(b) wilfully or negligently damages the Easement Land, or anything located on the Easement Land and or owned by the Grantor or any third party, or fails to something which causes such damage or loss, including but not limited to damage to the surface of the Easement Land or the drainage infrastructure on the Easement Land; or

(c) commits any other breach or default under this Easement which is not remedied within 14 days of the date of receipt by the Grantee of notice in writing from or on behalf of the Grantor to the Grantee specifying the nature of such breach or default and requiring the same to be remedied;

then in any of such cases the Grantor may do either or all of the following:

(d) temporarily suspend the Grantee's use of the Easement Land under this Easement by serving a notice in writing to such effect upon the Grantee upon service of which the Grantees rights under this Easement shall temporarily cease until such time as the Grantee rectifies the breach complained of by the Grantor, and all costs to effect the temporary suspension of the Grantee's use of the Easement Land under this Easement shall be borne by the Grantee; or

(e) execute and register an extinguishment of easement form to remove and extinguish the Grantee's rights under this Easement over the Easement Land; or

(f) register a second ranking mortgage and or caveat as against the Grantee's Land in order to protect and or enforce and or recover all monies owed from time to time from the Grantee to the Grantor under this Easement, which mortgage or caveat shall be on reasonable terms as determined by the Grantor.

18. Power of attorney in favour of Grantor

That on the happening of any event whereby the Grantor may become entitled to enforce its rights under this Easement as against the Grantor, and after necessary compliance with any relevant statutory provisions as to the exercise of rights (of which the statutory declaration of an officer of the Grantor shall be conclusive evidence for the purpose of the Registrar-General) the Grantee IRREVOCABLY APPOINTS the Grantor (and if necessary each of the Directors for the time being of the Grantor severally) as the attorney of the Grantee to do all things in the Grantee's name and as the Grantee's act and deed from time to time if and when such attorney shall think fit for the purpose of giving full effect to the rights of the Grantor under this Easement, and to procure the registration of any mortgage thereto, and to record this Power of Attorney and to procure to be done any act matter or thing which may be requisite or proper for giving full effect thereto according to the Real Property Act 1886 or any law or usage for the time being in force in the State of South Australia, AND any act such attorney shall lawfully do or purport to do or cause to be done by virtue of the said appointment is hereby ratified and confirmed.

19. Default Interest

Without prejudice to the rights powers and remedies of the Grantor otherwise under this Easement, the Grantee must pay to the Grantor interest at the rate charged from time to time by the Grantor's bank, or any other bank determined by the Grantor, on overdrafts in excess of $100,000 and increased by 2%per annum, which interest will be payable on any money due but unpaid after the same fell due and payable by the Grantee to the Grantor on any account whatsoever pursuant to this Easement at any time, and such interest to be computed from the due date for the payment of the money in respect of which the interest is chargeable until payment of such money is made in full.

ANNEXURE A – Long Form Easements (continued)

Easement C

1. Definitions

The following words have the following meanings in this Annexure A unless the context other requires:

(a) **Development Parcels** means proposed Allotments 11 to 22 and 24 to 35 as are contained in Deposited Plan Number 127471 and which were previously comprised in Certificate of Title Volume 6126 Folio 726 out of which the Easement Land and the Grantee's Land were created;

(b) **Easement** means this document comprising the Form and Annexure A, and includes the rights and obligations of both the Grantee and the Grantor pursuant to the Form and Annexure A;

(c) **Easement Land** means the area delineated as "C" in Deposited Plan Number 127471;

(d) **Form** means the South Australian Lands Titles Office Form RTC to which this Annexure A is attached;

(e) **Grantee** means each of the registered proprietors from time to time of Allotments 11 to 22 and 24 and 35 as is also set out on the accompanying plan and includes both:

(i) the Grantee's successive registered proprietors of the estate in fee simple of the Grantee's Land; and

(ii) where the context permits, the Grantee's tenants, contractors, licensees, invitees of the Grantee's Land and other persons authorised by the Grantee to exercise its rights under this Easement;

(f) **Grantee's Land** means the whole of the land comprised in Allotments 11 to 22 and 24 to 35 as are contained in Deposited Plan Number 127471 and being portions of Certificate of Title Volume 6126 Folio 726;

(g) **Grantor** means the registered proprietor from time to time of Allotment 23 as is set out on the accompanying plan, and the successive registered proprietors of the estate in fee simple of the Easement Land.

2. Interpretation

In this Easement, unless it is stated to the contrary:

(a) the singular includes the plural and conversely and a gender includes all genders;

(b) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;

(c) a reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them;

(d) a reference to a clause, schedule or annexure is a reference to a clause of, or a schedule or annexure to, this Easement;

(e) a reference to an agreement or document (including this Easement) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this Easement or that other agreement or document;

(f) a reference to writing includes any method of representing or reproducing words, figures, drawings, or symbols in a visible form but excludes any communication using electronic mail;

(g) a reference to a party to this Easement or another agreement or document includes the party's successors;

(h) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;

(i) a reference to conduct includes an omission, statement or undertaking, whether or not in writing;

(j) a reference to an agreement includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing;

(k) a reference to a document includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind;

(l) a reference to dollars and $ is to Australian currency;

(m) a reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally;

(n) the meaning of general words is not limited by specific examples introduced by including, or for example, or similar expressions;

(o) references to agree, approve or consent are references to agreement, approval or consent (as the case may be) in writing; and

(p) nothing in this Easement is to be interpreted against a party solely on the ground that the party put forward this Easement or any part of it.

3. Grant

The Grantor hereby grants to the Grantee, and to and for the proprietor or proprietors of the Grantee' s Land from time to time, taking or deriving title under the Grantee, or through this instrument, so long as he or she or they shall remain such proprietors of the Grantee's Land:

(a) a right to establish and maintain trees, shrubs, gardens and garden beds on the Easement Land PROVIDED THAT the Grantor or the property manager appointed by the Grantor to manage the use of the Easement Land has first approved the establishment or maintenance of such trees, shrubs, gardens and garden beds in writing; and

(b) a right and liberty to pass and re-pass over the Easement Land for the purpose of exercising its rights under clause 3(a),

provided that no damage is caused to the Easement Land, or the surface on the Easement Land, in any way during the Grantee's exercise of its rights under this clause 3, and if any damage is caused the Grantee will be liable for the cost of all repairs to undertake any repairs, replacement or reinstatement works, and which works will be undertaken by the Grantor at the Grantee's cost in all respects (and the extent of such cost liability of the Grantee will be linked to the extent such damage or loss is caused or contributed to by the Grantee, as determined by the Grantor acting reasonably).

4. Obligations of Grantee

The Grantee covenants and agrees with the Grantor that the Grantee:

(a) will not undertake any works on the Easement Land, other than as permitted under clause 3; and

(b) must not cause damage to the Easement Land and must promptly notify the Grantor if it causes such damage or a threat to public safety emanating from the Easement Land;

(c) will comply with all reasonable directions of the Grantor in respect to the use of and access to the Easement Land, to the extent that such directions are not contrary to the Grantee's rights under this Easement;

(d) not use the Easement Land in any way which does or has the possibility of causing damage, loss or injury to any persons or property at any time;

(e) will, as is reasonably practicable in exercising its rights or performing its obligations under this Easement, cause as little inconvenience to the Grantor, or to the Grantor's lot owners, or to any other persons entitled to use the Easement Land under any grant of easement or other right of way, together with their tenants, licensees and invitees,

and the Grantee acknowledges and agrees with the Grantor that the Grantee is aware that its use of the Easement Land under this Easement will at all times be in common with other users of that Easement Land, and the Grantor will not at any time interfere with the use and enjoyment of the Easement Area by other parties entitled to use it, and it will at all times comply with the Grantor's directions in respect to that common usage generally.

5. Severance

Unless the contrary intention appears each and every provision of this Easement and each and every part thereof shall unless the context otherwise necessarily requires be read and construed as a separate and severable provision and as separate and severable parts thereof so that if any provision or part thereof shall be void or otherwise unenforceable for any reason whatsoever then such provision or part thereof as the case may be shall not only be severed but the remainder shall be read as if the severed provision or part thereof aforesaid had not been

contained herein notwithstanding any consequential alteration to the meaning or construction of that provision or these presents that may result from the severance.

6. Indemnity

The Grantee agrees to indemnify and keep the Grantor indemnified from all claims losses costs and damages suffered or incurred by the Grantor as a result of the acts or omissions of the Grantee or its officers, employees, agents, contractors or other persons authorised by it resulting from the exercise or performance or purported exercise or purported performance of or failure to perform its rights and obligations under this Easement.

7. Release

The Grantee enters the Land and the Easement Land and exercises its rights under this Easement at its own risk, and it hereby releases the Grantor and all of persons comprising the Grantor from all loss, damage, cost, injury or liability suffered or incurred by the Grantee as a result of entering the Land or the Easement Land or otherwise exercising its rights and performing its obligations under this Easement, except where such loss, damage, cost, injury or liability is caused or contributed to by any negligent or wilful act or omission of the Grantor or any contractor, licensee or invitee of the Grantor.

8. Consent

Where the consent, approval or agreement of the Grantee is required and or referred to under this Easement, such consent, approval or agreement shall not be unreasonably withheld or delayed by the Grantee.

9. No interference

Provided that at any time the Grantee is not in breach of this Easement, or of any related agreements between the Grantor and Grantee in respect to this Easement, the Grantor covenants and agrees with the Grantee that the Grantor will not interfere with or otherwise obstruct the Grantee from time to time in the exercise or enjoyment of or by the Grantee of its rights and powers under this Easement.

10. Notices

(a) Any notice given under this Easement must be in writing and signed by or for the sender.

(b) Notices must be delivered by post or hand to the relevant address detailed in this Grant of Easement, unless an alternate address is notified in writing to the Grantor by the Grantee.

(c) Notices given in accordance with this clause 13 will be taken to be duly given:

i. in the case of delivery in person, when delivered; or

ii. in the case of delivery by post, 2 business days after the date of posting.

(d) If the result under clause 13(c) is that a notice would be taken to be given on a day that is not a business day in Adelaide, South Australian, then it will be taken to have been given on the next business day in Adelaide.

11. General

(a) A provision of or a right created under this Easement may not be waived and is not deemed to be waived, except in writing, signed by the party granting the waiver, and no waiver by the Grantor of any one breach of any covenant or obligation contained or implied in this Easement shall operate as a waiver of another breach of the same or of any other covenant or obligation contained or implied in this Easement.

(b) The terms of this Easement may only be varied pursuant to a written agreement between the parties.

(c) The Grantee will be entitled to enjoy this Easement in perpetuity from the date of this Easement, but if any part of the grant under this Easement cannot by any legislation be granted in perpetuity then the grant in respect of that part of this Easement will cease to operate as from the date being 999 years from the date of this Easement.

12. Costs of Easement

The Grantee is responsible for:

(a) the costs in relation to the preparation, execution and registration of this Easement and any document required or contemplated by, this Easement;

(b) all registration fees and stamp duty on this Easement and any document required or contemplated by this Easement;

(c) the cost of all other documents and processes for the registration of this Easement.

13. Breach of Easement by Grantee

If the Grantee:

(a) wilfully or negligently damages the Easement Land, or anything located on the Easement Land and or owned by the Grantor or any third party, or fails to something which causes such damage or loss, including but not limited to damage to the surface of the Easement Land or the drainage infrastructure on the Easement Land; or

(b) commits any other breach or default under this Easement which is not remedied within 14 days of the date of receipt by the Grantee of notice in writing from or on behalf of the Grantor to the Grantee specifying the nature of such breach or default and requiring the same to be remedied;

then in any of such cases the Grantor may do either or all of the following:

(c) temporarily suspend the Grantee's use of the Easement Land under this Easement by serving a notice in writing to such effect upon the Grantee upon service of which the Grantees rights under this Easement shall temporarily cease until such time as the Grantee rectifies the breach complained of by the Grantor, and all costs to effect the temporary suspension of the Grantee's use of the Easement Land under this Easement shall be borne by the Grantee; or

(d) execute and register an extinguishment of easement form to remove and extinguish the Grantee's rights under this Easement over the Easement Land; or

(e) register a second ranking mortgage and or caveat as against the Grantee's Land in order to protect and or enforce and or recover all monies owed from time to time from the Grantee to the Grantor under this Easement, which mortgage or caveat shall be on reasonable terms as determined by the Grantor.

14. Power of attorney in favour of Grantor

That on the happening of any event whereby the Grantor may become entitled to enforce its rights under this Easement as against the Grantor, and after necessary compliance with any relevant statutory provisions as to the exercise of rights (of which the statutory declaration of an officer of the Grantor shall be conclusive evidence for the purpose of the Registrar-General) the Grantee IRREVOCABLY APPOINTS the Grantor (and if necessary each of the Directors for the time being of the Grantor severally) as the attorney of the Grantee to do all things in the Grantee's name and as the Grantee's act and deed from time to time if and when such attorney shall think fit for the purpose of giving full effect to the rights of the Grantor under this Easement, and to procure the registration of any mortgage thereto, and to record this Power of Attorney and to procure to be done any act matter or thing which may be requisite or proper for giving full effect thereto according to the Real Property Act 1886 or any law or usage for the time being in force in the State of South Australia, AND any act such attorney shall lawfully do or purport to do or cause to be done by virtue of the said appointment is hereby ratified and confirmed.

CERTIFICATE OF CONSENT FOR THE DEPOSIT OF A PLAN OF DIVISION

CONSENTING PARTY (Full Name and Address)

NATIONAL AUSTRALIA BANK LTD ACN 004 044 937 of 22-28 King William Street, Adelaide SA 5000

NATURE OF ESTATE OR INTEREST HELD

Estate as Mortgagee pursuant to Memorandum of Mortgage No. 13216365

STATEMENT OF EFFECT ON ESTATES OR INTERESTS OF CONSENTING PARTIES

ESTATE / INTEREST AFFECTED	EFFECT ON ESTATE OR INTEREST HELD OR CLAIMED	CONSIDERATION / VALUE
M13216365	*Adjusted to cover the parcels as set out on the accompanying plan / Mode of Issue ~~*Extinguishment*/Variation*~~/Creation* of easements as set out on the accompanying plan	Nil

*strike through the inapplicable ** insert relevant effect on estate or interest

I/We the consenting party

(1) certify my/our consent to the deposit of the accompanying plan of division in the Lands Titles Registration Office.

(2) acknowledge that the deposit of the plan will affect my/our estate or interest to the extent set out in the above Statement of Effect panel.

EXECUTION BY CONSENTING PARTY

DATED 1st July 2021

EXECUTED by

Signed in my presence by Stephen Thomas Pullen who is either personally known to me or has satisfied me as to his or her identity, as attorney for National Australia Bank Limited

NATIONAL AUSTRALIA BANK LIMITED by its Attorney who holds the position of Level 3 Attorney

Signature of Witness

P/A No. 10684492

Alisha Ganda

Print Full Name of Witness

Level 11, 22 King William St, Adelaide SA 5000

Address of Witness

Business Hours Telephone number 0370387078

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Signed in my presence by

who is either personally known to me or has satisfied me as to his or her identity, as attorney for National Australia Bank Limited

NATIONAL AUSTRALIA BANK LIMITED by its Attorney who holds the position of Level 3 Attorney

Signature of Witness

P/A No. 10884492

Print Full Name of Witness

Address of Witness

Business Hours Telephone number

DATED 1 July 2021

EXECUTION BY APPLICANT(S)

EPDC NO 5 PTY LTD (ACN 632 120 819)

EXECUTED by **EPDC NO 5 PTY LTD**
(ACN 632 120 819) in accordance with
section 127(1) of the *Corporations Act 2001* (Cth):

.....	.....
Signature of Director	Signature of Director/Secretary
ELIAS KOUKOS	FRANCO MARTINO QUAINI
.....	.....
Name of Director	Name of Director/Secretary

CERTIFICATION **Delete the inapplicable*

Applicant(s)

*The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

*The Certifier has retained the evidence to support this Registry Instrument or Document.

*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

Georgina Claire Silz
Registered Conveyancer
for: *Finlaysons Lawyers*

on behalf of the Applicant

E 13664361

Lodged: 24 November 2021 01:38:02 PM
3 OF 5

Form M2
Version 40.3

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

Registered: 29 November 2021 01:38:36 PM

ENCUMBRANCE

Responsible Subscriber: COMMONWEALTH BANK OF AUSTRALIA - CBA - COMMONWEALTH BANK OF AUSTRALIA (EL - PEXA) (E100232)
Reference: GXS: 423214/122

ELN Lodgement Case ID: 275305922
ELN Workspace ID: 6826851

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

ESTATE AND/OR INTEREST BEING ENCUMBERED

FEE SIMPLE

LAND DESCRIPTION

THE WHOLE OF THE LAND IN CT VOLUME 6257 FOLIO 98

ENCUMBRANCER (Full name and address)

ISABELLA JANE ROUNSEVELL OF PO BOX 1001 STIRLING 5152 SA

BENJAMIN PETER MCDONNELL OF PO BOX 1001 STIRLING 5152 SA

ENCUMBRANCEE (Full name, address and mode of holding)

EPDC NO 5 PTY LTD ACN 632120819 OF L 3 100 PIRIE ST ADELAIDE SA 5000

AND EPDC NO 5 (SUB) PTY LTD ACN 651930228 OF L 3 100 PIRIE ST ADELAIDE SA 5000

AS JOINT TENANTS

THE ENCUMBRANCER ENCUMBERS THE ESTATE AND INTEREST IN THE LAND DESCRIBED FOR THE BENEFIT OF THE ENCUMBRANCEE WITH AN ANNUITY OR RENT CHARGE OF TEN CENTS ($0.10) IF DEMANDED TO BE PAID TO THE ENCUMBRANCEE ANNUALLY AT THE TIMES AND IN THE MANNER FOLLOWING COMMENCING 01 JANUARY 2022 FOR A PERIOD OF 3999 YEARS

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE in accordance with those terms and conditions expressed below

TERMS AND CONDITIONS OF THIS ENCUMBRANCE

(a) Document Reference

(b) Additional terms and conditions

Refer to Covenants

DATED 24 NOVEMBER 2021

CERTIFICATION

Encumbrancer

The Certifier has taken reasonable steps to verify the identity of the encumbrancer or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Michelle Marie Colmer

Practitioner Certifier

For: BLACKWOOD & BELAIR CONVEYANCING

On behalf of: ISABELLA JANE ROUNSEVELL, BENJAMIN PETER MCDONNELL

Encumbrancee

The Certifier has taken reasonable steps to verify the identity of the encumbrancee or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Georgina Silz

Practitioner Certifier

For: FINLAYSONS

On behalf of: EPDC NO 5 PTY LTD, EPDC NO 5 (SUB) PTY LTD

This is a representation of an instrument that was electronically lodged

COVENANTS

Refer to pages 3 to 12

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:

RECITALS

A. The Encumbrancee has sub-divided or intends to sub-divide the Development Area into the various Torrens Titled Allotments depicted in the Deposited Plan and intends to construct residential dwellings on each of the Allotments.

B. The Land forms part of, or was created from, the parent title comprising the Development Area.

C. The Owner grants this Encumbrance in order to secure to the Encumbrancee and the Encumbrancee's Lot Owners, and all other registered proprietors of land in the Development Area, the performance of the Owner's covenants under this Encumbrance with the intention that the burden of those covenants will run with the Land and bind each and every subsequent owner of the Land.

1. **INTERPRETATION**

(a) ***Allotment*** means any one of the allotments created as a result of the division of the Development Area pursuant to the Deposited Plan and ***Allotments*** has the corresponding meaning.

(b) ***Company Constitution*** means the company constitution for the owner of Allotment 23 in Deposited Plan Number 127471;

(c) ***Deed of Adherence*** means that deed as referred to and attached in the Company Constitution.

(d) ***Deposited Plan*** means Deposited Plan No 127471.

(e) ***Developer*** means EPDC NO 5 PTY. LTD ACN 632 120 819.

(f) ***Development Area*** means the whole of the land comprised in Certificate of Title Volume 6126 Folio 726.

(g) ***Easement Land*** means the easement land as defined in the Right of Way Easement.

(h) ***Encumbrancee*** means the person and each person or entity named as ***Encumbrancee*** on the first page of this Encumbrance and as follows:

EPDC NO 5 PTY. LTD ACN 632 120 819 c/– Delta Projects, Level 3, 100 Pirie Street, Adelaide SA 5000 as the owner of Allotments 11 to 22 and 24 to 35 on Deposited Plan Number 127471 and each owner and successive owner and registered proprietor of each and any of Allotments 11 to 22 and 24 to 35 as are indicated in Deposited Plan Number 127471 (and which allotments are a portion of the land previously comprised in Certificate of Title Volume 6126 Folio 726)

AND

EPDC NO 5 (SUB) PTY. LTD ACN 651 930 228 as the owner of Allotment 23 c/– Delta Projects, Level 3, 100 Pirie Street, Adelaide SA 5000 and each owner and successive owner and registered proprietor of Allotment 23 as are indicated in Deposited Plan Number 127471 which allotment was a portion of the land previously comprised in Certificate of Title Volume 6126 Folio 726

(i) ***Encumbrancee's Lot Owners*** means each party who owns any or all of Allotments 11 to 35 as are contained in Deposited Plan Number D127471 and being portions of the land comprised in (or previously comprised in) Certificate of Title Volume 6126 Folio 726.

(j) ***Encumbrancee's Land*** means the whole of the land comprised in proposed of Allotments 11 to 35 as are contained in Deposited Plan Number D127471 and being portions of the land comprised in (or previously comprised in) Certificate of Title Volume 6126 Folio 726.

(k) **GST** means the goods and services tax as payable under *A New Tax System (Goods and Services) Tax 1999* (Cth).

(l) ***Land*** means the land described in the first panel of this Encumbrance being one of the Allotments in the Development Area and being the land the subject of this Encumbrance, and includes any part of the Land and any improvements on the Land.

(m) ***Owner*** means the person named as ***Encumbrancer*** on the first page of this Encumbrance AND in their capacity as an owner of one (1) Share in the registered proprietor of Allotment 23 in Deposited Plan Number 127471.

(n) ***Right of Way Easement*** means that right of way easement registered over Allotment 23 as is contained in Deposited Plan Number D127471 and being a portion of the land comprised in (or previously comprised in) Certificate of Title Volume 6126 Folio 726.

(o) ***Roadway Manager*** means that party defined in the Right of Way Easement.

(p) ***Share*** means a share in the entity that is the registered proprietor of Allotment 23 in Deposited Plan Number 127471.

(q) The singular includes the plural and vice versa.

(r) A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.

(s) The meaning of general words is not limited to or by specific examples introduced by the words ***including, for example*** or other similar expressions.

(t) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.

(u) If a party to this agreement comprises more than 1 person, a right or obligation of that party in this agreement is a right or obligation of all persons comprising that party, jointly and severally.

(v) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.

(w) A reference to a party to this agreement or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).

(x) If this Encumbrance says the Owner must not do something, the Owner must also not allow that thing to be done by somebody else.

2. OWNER ENCUMBERS LAND

The Owner for itself and its successors **HEREBY ENCUMBERS** the Land with the payment of the said annuity **AND** with the performance and observance of the covenants contained in this Encumbrance.

3. GENERAL COVENANTS

3.1 Permitted Use

By signing this Encumbrance the Encumbrancer agrees, and for the benefit of all parties who comprise the Encumbrancee, that it must not use the Easement Land other than strictly in accordance with the terms of the Right of Way Easement.

3.2 General appearance

The Owner must not:

(a) hang any laundry or other items out to dry or air on or about any part of the Easement Land;

(b) leave, store, place, display or hang any chattel or item (including without limitation any item of clothing) on in or about any part of the Easement Land;

(c) allow any rubbish to accumulate on or about any part of the Easement Land, or to let any paving, gardens and landscaping which is on the Easement Land to fall into disrepair or become overgrown, infested with weeds or generally in an untidy or unattractive state; or

(d) do anything else either on the Easement Land that will detract from the general character, amenity and appearance of the Easement Land or any infrastructure or improvements on the Easement Land.

4. RIGHT OF WAY EASEMENT

4.1 General character and amenity

The Encumbrancee intends that the general character and amenity of the Easement Land be such that users of that land are able to use and enjoy it as a common driveway (with limitations), walkway and some garden areas, together with an area into which stormwater is to be drained and directed out into the stormwater infrastructure into the nearby public street.

4.2 No transfer without new Encumbrance and Share Transfer

The Owner must not transfer the Land (or any part thereof), nor transfer the Owner's title to the Share, to any person without first:

(a) causing the person to whom the Land is to be transferred to execute and enter into a direct covenant with the owner of Allotment 23 in Deposited Plan 127471 in accordance with clause 15 of this Encumbrance, on the terms identical to this Encumbrance, and which execution by the new person as the new Owner will be

a direct covenant in favour of all persons comprising the Encumbrancee (including the then owner of Allotment 23 in Deposited Plan 127471), and for the benefit of each person or entity comprising the Encumbrancee (including the then owner of Allotment 23 in Deposited Plan 127471) and which covenant may be enforced by each person comprising the Encumbrancee; and

(b) causing the person to whom the Land is to be transferred to execute both:

(i) a transfer of the Owner's one (1) Share to the proposed new owner (and in the form required by the Encumbrancee); and

(ii) a Deed of Adherence as is required by the Company Constitution,

both at the cost of the proposed new owner in all respects, including but not limited to any costs associated with registering that Share transfer with ASIC and the preparation and registration fees of this Encumbrance..

4.3 **No breach**

The Owner, and each of the Owner's tenants, invitees, contractors and licences, must not breach nor permit to occur any breach of any of the Owner's obligations under the Right of Way Easement, or the Owner's obligations under the Company Constitution as an owner of the Share in the registered proprietor of Allotment 23 in Deposited Plan Number 127471, including the ongoing obligation to contribute towards the management, operating and usage expenses of the Easement Land and all infrastructure, gardens and roadways under or on the Easement Land, and all other costs associated with the management of the entity which is the registered proprietor of Allotment 23 in Deposited Plan Number 127471. The Owner acknowledges and agrees that a breach of any of the Owner's obligations under the Right of Way Easement or the Owner's obligations under Company Constitution as an owner of a Share:

(a) may adversely affect the immediate or ongoing use and enjoyment of the Easement Land by other residents and users of that land and therefore the general character and amenity of the Development Area and all land adjacent to it which has been developed by the Developer; and

(b) in any event, constitutes a breach of this Encumbrance by the Owner.

4.4 **Enforcement by Encumbrancee**

The Owner agrees that each person comprising the Encumbrancee, being each of the owners of Allotments Allotments 11 to 35 in Deposited Plan 127471) shall be entitled to exercise the rights, remedies, privileges and powers of the Encumbrancee under this Encumbrance at any time, including the rights, remedies, privileges and powers of an encumbrancee under Part 12 of the *Real Property Act 1886*.

4.5 **Release**

The Owner releases each person comprising the Encumbrancee from all claims, costs, expense, loss, damage and liability that each Encumbrancee might otherwise suffer or incur to the Owner as a result of the exercise of any of the rights, remedies, privileges and powers of the Encumbrancee under this clause 4 by any person comprising the Encumbrancee.

4.6 **Signing of Lift and Replace Encumbrances**

The Owner, Encumbrancer and the Encumbrancee (and each person comprising the Encumbrancee) each hereby acknowledge and agree that the registered proprietor at any time of Allotment 23 in Deposited Plan 127471 will be the designated party who will be authorised and obliged to sign all replacement Encumbrances to be entered into and registered over any of Allotments 11 to 22 and 24 to 35 in Deposited Plan 127471 as required by clause 4.2 of this Encumbrance, but without limiting in any way the rights of each party comprising the Encumbrancee under this Encumbrance, HOWEVER the then registered proprietor at any time of Allotment 23 in Deposited Plan 127471 may grant a power of attorney in accordance with clause 17 of this Encumbrance to the Roadway Manager to exercise these rights and obligations on behalf of the owner of Allotment 23.

5. **NOTICE TO RECTIFY BREACH**

5.1 **Notice to remedy**

If the Encumbrancee, or any party comprising the Encumbrancee, or the Roadway Manager appointed in accordance with the Right of Way Easement to act on behalf of the Encumbrancee, serves a notice upon the Owner specifying a breach of any of the Owner's obligations under the Right of Way Easement or this Encumbrance or the Company Constitution (***default notice***) and the Owner fails to remedy the breach within 14 days from the date of service of the default notice, then the Encumbrancee or the Roadway Manager may do any one or more of the following things (without prejudice to any other rights it may have under this Encumbrance and at law):

(a) take such action as the Encumbrancee or the Roadway Manager deems necessary to remedy the breach (including the carrying out of any works, structural or otherwise) at the cost in all things of the Owner;

(b) take such steps as the Encumbrancee or the Roadway Manager is entitled to do under the Right of Way Easement or the Company Constitution;

(c) recover from the Owner the Administration Fee;

(d) recover from the Owner the costs incurred in remedying the breach (including the costs of removing or carrying out any works, structural or otherwise); and

(e) exercise any one or more of the powers rights and remedies given to encumbrancees by the *Real Property Act 1886* including the power to sell the Land in the event of the failure to pay any monies payable under either this Encumbrance or the Company Constitution, or any breach of any covenant in this Encumbrance or the Company Constitution.

5.2 **Administration Fee**

(a) In this Encumbrance, ***Administration Fee*** means the sum of $1,000.00 (or such reasonably higher sum as determined by the Encumbrancee or the Roadway Manager from time to time) being the Encumbrancee's or the Roadway Manager's reasonable estimate of the costs of any inspection under clause 5.1, the costs of preparing and serving the default notice under clause 5.1 and any other administrative cost, time and effort expended by the Encumbrancee or the Roadway Manager in relation to any breach of this Encumbrance by the Owner.

(b) The Owner may exercise any of its rights under clause 5.1 in relation to any unpaid Administration Fee including:

(i) serving further default notices and charging further Administration Fees; and

(ii) exercising the power to sell the Land under Part 12 of the *Real Property Act 1886* in the event that such default notices are not complied with and/or such Administration Fees are not paid.

6. CUMULATIVE REMEDIES

All the rights, remedies and powers of the Encumbrancee under this Encumbrance are in addition to all the power rights and remedies given to encumbrancees by the *Real Property Act 1886* (including the rights under Part 12 of that Act) and any other legislation or the common law.

7. SCHEME

The Owner acknowledges for the Owner and the Owner's successors in title that:

(a) The covenants in this Encumbrance are entered into and undertaken for the purposes of the Encumbrancee's scheme of development for the land comprised in the Development Area to the intent that:

(i) the covenants will run with and bind the Land and each successive registered proprietor of the Land;

(ii) the benefit of each of the covenants in favour of the Encumbrancee will be annexed to, and passed to and be enforceable by all current and future registered proprietors of each and every part of the Development Area;

(iii) the covenants are intended to be enforceable by the Encumbrancee and each registered proprietor from time to time of each and every part of the Development Area; and

(iv) if any person or entity who is the Encumbrancee is wound up or otherwise ceases to exist, the powers, rights and remedies of the Encumbrancee under this Encumbrance may continue to be exercised by any permitted assignee or appointee under clause 11(b) and/or 11(c) of this Encumbrance.

(b) The Encumbrancee has indicated that the Encumbrancee will require each purchaser of a parcel of residential land in the Development Area, as a condition of its sale, to execute a Memorandum of Encumbrance (***Other Encumbrances***) in substantially similar form to this Encumbrance and containing the same or substantially similar covenants and other stipulations but the Encumbrancee makes no warranty or representation that this Encumbrance will be enforceable by either the Encumbrancee or the Owner or any other owner of land within the Development Area and the Owner will have no claim against the Encumbrancee in this regard.

(c) Each person deriving an estate and interest in fee simple in the Land or any part thereof shall by virtue of accepting the instrument of transfer under the *Real Property Act 1886* be deemed thereby to have covenanted with the Encumbrancee and each owner and their successor of land within the Development Area to perform and observe all the covenants contained herein on the part of the Owner to be performed

and observed and each person claiming an estate and interest as mortgagee or encumbrancee in the Land or any part thereof subject to this Encumbrance shall by virtue of becoming registered as such be deemed thereby to have covenanted with the Encumbrancee and each other owner and any successive owner of any land within the Development Area to perform and observe all the covenants contained herein on the part of the Owner to be performed and observed **AND** the Owner (and its successive registered proprietor of the Land) hereby acknowledges covenants and agrees that the obligation to perform and observe each of the covenants herein on the part of the Owner shall not be affected or prejudiced if the Encumbrancee shall cease to own land in the Development Area or be wound up or otherwise cease to exist.

8. **WAIVER**

The Encumbrancee, in its absolute discretion, may at any time modify, waive, not enforce or release:

(a) any covenant or stipulation contained in this Encumbrance or in any other instrument relating to the Land; or

(b) any of the covenants contained in any other encumbrance or similar instrument relating to any other land in the Development Area (regardless of whether the instrument was entered before or after this instrument),

OR give its consent to anything that requires the giving of the Encumbrancee's consent under this Encumbrance and the Owner shall have no claim or recourse against the Encumbrancee in this regard even if the modification, waiver, non-enforcement, release or consent results in a detraction from the general character, amenity and appearance of the lands and improvements in the Development Area.

9. **SEVERANCE**

(a) Unless the contrary intention appears each and every provision of this Encumbrance and each and every part thereof shall unless the context otherwise necessarily requires be read and construed as a separate and severable provision and as separate and severable parts thereof so that if any provision or part thereof shall be void or otherwise unenforceable for any reason whatsoever then such provision or part thereof as the case may be shall not only be severed but the remainder shall be read as if the severed provision or part thereof aforesaid had not been contained herein notwithstanding any consequential alteration to the meaning or construction of that provision or these presents that may result from the severance.

(b) If any part or the whole of the covenants, duties and obligations of the Owner under this Encumbrance is void, voidable or ineffective as an encumbrance or as a restrictive covenant or as a covenant that touches and concerns the Land, such covenants, duties and obligations shall nevertheless remain contractually binding as between each Owner who executes this Encumbrance and the Encumbrancee and be fully enforceable in accordance with its terms as between the each such Owner and the Encumbrancee.

10. **SERVICE OF NOTICES**

(a) A notice may be served on the Owner either:

(i) by posting the notice in a prepaid envelope to the last known address of the Owner; or

(ii) if a dwelling has been erected on the Land, by leaving the notice at or attached to the dwelling.

(b) A notice may be served on the Encumbrancee by being posted to the Encumbrancee at its registered office in South Australia.

(c) A notice served by post is deemed to have been served two (2) business days after posting.

(d) If the Owner comprises more than 1 person, notice to any one of them is deemed to be notice to all of them.

11. **ASSIGNMENT**

(a) The duties rights and obligations of the Owner under this Encumbrance are personal to the Owner and may not be assigned to any other person other than strictly in accordance with the terms of this Encumbrance.

(b) The Encumbrancee may assign any of its privileges, rights, powers, duties and obligations under this Encumbrance to any person(s), and upon such assignment, the Encumbrancee is released to the fullest extent possible at law from all claims, costs, expense, loss, damage and liability that the Encumbrancee might otherwise suffer or incur as a result of or in connection with this Encumbrance.

(c) The Encumbrancee may appoint any person(s) to enforce or perform on its behalf any of the Encumbrancee's privileges, rights, powers, duties and obligations under this Encumbrance.

12. **POWER OF ATTORNEY**

(a) The Owner **NOMINATES CONSTITUTES AND APPOINTS** the registered proprietor of Allotment 23 in Deposited Plan Number 127471 and each of the directors for the time being of the registered proprietor of Allotment 23 in Deposited Plan Number 127471 jointly and severally to be the true and lawful Attorneys of the Owner and in the Owner's name to do execute and perform all deeds matters acts and things for and on behalf of the Owner and in the Owner's name as the said Attorneys may see fit in and about the due observance and performance of the Owner's duties and obligations under this Encumbrance;

(b) The Owner will ratify and affirm all and whatsoever the said Attorneys may do execute and/or perform for and on behalf of the Owner under the power of attorney in this clause 12; and

(c) The Owner releases, discharges and indemnifies all the said Attorneys from and against all costs, expenses, claims, losses, damages and liability arising out of or in connection with the exercise of their powers under the power of attorney in this clause 12.

13. **COSTS AND EXPENSES OF AND INCIDENTAL TO ENCUMBRANCE AND DEFAULT**

The Owner shall pay to the Encumbrancee forthwith upon demand all costs, expenses, charges and outgoings whatsoever which the Encumbrancee may pay sustain or incur in consequence of or in relation to or of and incidental to:

(a) the preparation and engrossment of this Encumbrance and the transfer of the Share to the Encumbrancer or to any third party to whom the Encumbrancer seeks to transfer the title in the Land to, and all of the costs associated with the stamping and registration of this Encumbrance and the transfer of the Share, and any discharge thereof including all stamp duty registration fees and any impost fees duties or charges imposed upon the Encumbrancee or the transfer of the Share from time to time by any Act of Parliament or otherwise pursuant to or arising out of this Encumbrance;

(b) any breach or default which may be made in the due observance or performance of any covenant term condition or agreement expressed or implied in this Encumbrance or the Company Constitution, including any Administration Fees and other monies recoverable from the Owner under clause 5;

(c) the exercise or enforcement of or the attempted or purported exercise or enforcement of any proceeding or any endeavour to exercise or enforce any of the powers rights remedies or discretions of the Encumbrancee under and by virtue of this Encumbrance or the Company Constitution, or pursuant to the powers rights remedies or discretions vested in the Encumbrancee by statute law or equity; and

(d) the assessment of any request for consent by the Owner in relation to anything under this Encumbrance requiring the consent of the Encumbrancee, whether or not such consent is eventually given or withheld.

14. **ENCUMBRANCEE'S CONSENT**

(a) That where the consent approval or agreement of the Encumbrancee is referred to under this Encumbrance such consent approval or agreement means prior written consent or approval which may be given or refused in the absolute discretion at all times of the Encumbrancee without giving any reason therefor. The Encumbrancee may attach such conditions to any such consent approval or agreement as it from time to time in its absolute discretion deems fit. No such consent approval or agreement shall be deemed to have been given unless it shall have been given in writing.

(b) In the event that the Encumbrancee shall be wound up or otherwise cease to exist, any consent or approval of the Encumbrancee under this Encumbrance may be given or withheld (as the case may be) by any assignee or appointee under clause 11(b) and/or 11(c).

15. **LIFT AND REPLACE**

The Owner will not transfer the Land to any person including by a will or under any intestacy law or (if the Owner is a body corporate) as part of a winding up (***Transferee***) unless:

(a) the Owner notifies the Roadway Manager (or in default of any existing power or attorney in favour of the Roadway Manager, the then owner of Allotment 23 in Deposited Plan 127471) at least 14 days before the transfer, provides the necessary details of the Transferee for the purpose of completing the matters in subclause (c) below and pays the Roadway Manager a commercially reasonable sum on account of the Roadway Manager's cost of attending to the matters in sub-clause (c) below plus any registration fees and stamp duty;

(b) the Owner remedies all breaches or defaults and pays all monies payable under this Encumbrance or the Company Constitution (if any) by the Owner under this Encumbrance and or the Company Constitution prior to the transfer;

(c) the Owner procures at its cost in all things the execution, stamping and registration of a Memorandum of Encumbrance from the Transferee in favour of all parties comprising the Encumbrancee (being the then owners of Allotments 11 to 35 in Deposited Plan 127471) and the transfer of the Share to the Transferee and the signing of the Deed of Adherence by the Transferee, each upon substantially the same terms as this Encumbrance, and the transfer of Share and the Deed of Adherence attached to the Company Constitution, and such instruments to be:

(i) prepared by the Roadway Manager (or in default of any existing power or attorney in favour of the Roadway Manager, the then owner of Allotment 23 in Deposited Plan 127471) or its solicitors;

(ii) executed by the Transferee and the Roadway Manager (or in default of any existing power or attorney in favour of the Roadway Manager, the then owner of Allotment 23 in Deposited Plan 127471) prior to the transfer;

(iii) stamped prior to the transfer; and

(iv) lodged for registration by the Roadway Manager (or in default of any existing power or attorney in favour of the Roadway Manager, the then owner of Allotment 23 in Deposited Plan 127471) or its solicitors so that the replacement encumbrance is registered against the title to the Land immediately following the Memorandum of Transfer to the Transferee and in priority to all other instruments, and the Share transfer and the Deed of Adherence are both provided to the Roadway Manager for registration with ASIC in respect to the Share transfer and the Deed of Adherence is to be retained by the Roadway Manager and the owner of Allotment 23 for the benefit of all owners in Deposited Plan 127471,

and at the cost in all things of the Owner including stamp duty and registration fees and any legal or other costs incurred by the Roadway Manager (or in default of any existing power or attorney in favour of the Roadway Manager, the then owner of Allotment 23 in Deposited Plan 127471) to prepare, execute, attend settlement and register the Memorandum of Encumbrance and the Share transfer as contemplated above.

16. **Consideration for Transfer of Land and Contract terms**

(a) If pursuant to clause 5.1, and at the time of the Encumbrancee's request, the Encumbrancer must transfer the Land as required by clause 5.1(e), the price payable to the Encumbrancer under clause 5.1(e) shall be the amount equal to "A" in the following formula:

$$\$A = [D - E] \times 0.95$$

Where:

A is the price to be paid to the Encumbrancer pursuant to this clause;

D is the fair market value of the Land at the time the Encumbrancee requests the transfer of the Land in accordance with clause 5.1(e), taking into account the factors detailed in clause 16(b) and (c) below; and

E is the total costs, stamp duty and registration fees payable by the Encumbrancee to take a transfer of the Land

(b) The fair market value of the Land having regard to any such building or structure completed in whole or in part on the Land will be determined by a licensed land valuer who:

(i) is registered to practice in South Australia; and

(ii) has no less than 5 years relevant experience immediately prior to the appointment, appointed at the request of the Encumbrancee by the person for the time being holding or acting in the office of President of the Australian Institute of Valuers and Land Economists (SA Division) Inc..

(c) The following provisions apply to the determination of the fair market value of the Land by the appointed valuer:

(i) the appointed valuer must seek, accept and give due consideration to written submissions from or on behalf of the Encumbrancee or Encumbrancer;

(ii) the appointed valuer must determine the fair market value of the Land as at the date on which the Encumbrancee requested the transfer of the Land pursuant to clause 5.1);

(iii) each party will bear its own costs and expenses in relation to the appointed valuer's determination;

(iv) the Encumbrancer must pay the appointed valuer's fees and expenses and costs of determination;

(v) the appointed valuer must provide the determination to the parties in writing, with reasons for the determination, within 30 days of appointment;

(vi) the appointed valuer is an expert and not an arbitrator;

(vii) the provisions of the *Commercial Arbitration Act 1986 (SA)* do not apply to the appointed valuer's determination; and

(viii) the determination of the appointed valuer is final and binding on the parties.

17. **Power of Attorney by owner of Allotment 23**

The Owner of Allotment 23 in Deposited Plan 127471 hereby agrees that upon the appointment of the Roadway manager (as defined in the Right of Way Easement) each year the owner of Allotment 23 in Deposited Plan 127471 may grant to the relevant representative of the Roadway Manager a power of attorney to sign all lift and replace Encumbrances during the term of that appointment in respect to any lift and replace Encumbrances that arise pursuant to clauses 4.2, 5 and 15 of this Encumbrance, and which power of attorney will be substantially similar to the document attached to this Encumbrance.

Sample Power of Attorney

Power of Attorney

Date .....

Deed Poll by

Grantor: ..... (the ***Grantor***)

Attorney: ..... (the ***Attorney***)

It is hereby agreed as follows

1. Appointment and Grant

Subject at all times to clause 2 below, the Grantor hereby appoints the Attorney to be its attorney to enter into and or execute any of the following documents for and on behalf and in the name of the Grantor:

(a) a Memorandum of Encumbrance or Memorandum of Discharge of Encumbrance;

(b) a Caveat or Withdrawal of Caveat (if necessary) in respect to any Memorandum of Encumbrance or Memorandum of Discharge of Encumbrance; and

(c) a Client Authorisation in relation to any of the documents referred to in this Power of Attorney, and any instruction to any solicitor to execute or certify any of the documents referred to in this Power of Attorney for and on behalf of the Grantor, including but not limited to any necessary South Australian Land Titles Office documents,

AND in respect to any of Allotments 11 to 35 as are indicated in Deposited Plan Number 127471, which allotments are a portion of the land previously comprised in Certificate of Title Volume 6126 Folio 726, and which authority is and will be deemed to be the authority:

(d) to exercise the rights under this Deed;

(e) to do all things which the Attorney considers necessary or expedient to give effect to the abovementioned documents in respect of or related to all of the parcels comprising the Land (once executed by the Attorney on behalf of the Grantor); and

(f) to do any matter or thing, and to execute and deliver any document, including the completing of blanks, making amendments, alterations or additions to any of the abovementioned documents that is necessary or incidental or convenient to do for the due and effectual exercise of any of the powers granted by this Deed.

2. Ratification and Indemnity

The Grantor agrees to:

(a) ratify and confirm whatever the Attorney does in the exercise or purported exercise (in good faith) of the powers granted by this Deed; and

(b) indemnify and keep indemnified the Attorney against all claims, costs, damages, losses and expenses arising from the exercise or purported exercise (in good faith) of the powers granted by this Deed.

3. Revocation and end of Term

(a) The power of attorney created by this Deed continues in force until the notice of the revocation of the power by the Grantor.

(b) No revocation by the Grantor of the power of attorney created by this Deed is effective until written notice of the revocation is received by the Attorney.

4. Statement is sufficient evidence

A statement by the Attorney that they have not received notice of any revocation of this power of attorney is conclusive evidence of those facts in favour of any person dealing in good faith with the Attorney.

5. Protection of Attorney

The lawful exercise by the Attorney of the powers and authorities conferred by this Deed does not involve any assumption by the Attorney of personal liability in connection with the exercise of such powers and authorities.

6. Governing Law and Counterparts

This Deed is governed by the laws of South Australia and it may be executed in any number of counterparts by the directors of the Grantor.

7. Stamping and Registration

The Attorney may, and where required must, stamp and register this Deed at the cost of the Grantor.

SIGNED by

.....
.....
(name of attorney

_____
Signature of Attorney

_____
Signature of witness

_____
Name of witness

E 13664362
Lodged: 24 November 2021 01:38:02 PM
4 OF 5

Form M2
Version 40.3

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

Registered: 29 November 2021 01:38:36 PM

ENCUMBRANCE

Responsible Subscriber: COMMONWEALTH BANK OF AUSTRALIA - CBA - COMMONWEALTH BANK OF AUSTRALIA (EL - PEXA) (E100232)
Reference: GXS: 423214/122

ELN Lodgement Case ID: 275305922
ELN Workspace ID: 6826851

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

ESTATE AND/OR INTEREST BEING ENCUMBERED

FEE SIMPLE

LAND DESCRIPTION

THE WHOLE OF THE LAND IN CT VOLUME 6257 FOLIO 98

ENCUMBRANCER (Full name and address)

ISABELLA JANE ROUNSEVELL OF PO BOX 1001 STIRLING 5152 SA

BENJAMIN PETER MCDONNELL OF PO BOX 1001 STIRLING 5152 SA

ENCUMBRANCEE (Full name, address and mode of holding)

EPDC NO 5 PTY LTD ACN 632120819 OF L 3 100 PIRIE ST ADELAIDE SA 5000

THE ENCUMBRANCER ENCUMBERS THE ESTATE AND INTEREST IN THE LAND DESCRIBED FOR THE BENEFIT OF THE ENCUMBRANCEE WITH AN ANNUITY OR RENT CHARGE OF TEN CENTS ($0.10) IF DEMANDED TO BE PAID TO THE ENCUMBRANCEE ANNUALLY AT THE TIMES AND IN THE MANNER FOLLOWING COMMENCING 01 JANUARY 2022 FOR A PERIOD OF 3 YEARS

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE in accordance with those terms and conditions expressed below

TERMS AND CONDITIONS OF THIS ENCUMBRANCE

(a) Document Reference

(b) Additional terms and conditions

Refer to Covenants

DATED 24 NOVEMBER 2021

CERTIFICATION

Encumbrancer

The Certifier has taken reasonable steps to verify the identity of the encumbrancer or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Michelle Marie Colmer

Practitioner Certifier

For: BLACKWOOD & BELAIR CONVEYANCING

On behalf of: ISABELLA JANE ROUNSEVELL, BENJAMIN PETER MCDONNELL

Encumbrancee

The Certifier has taken reasonable steps to verify the identity of the encumbrancee or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Georgina Silz

Practitioner Certifier

For: FINLAYSONS

On behalf of: EPDC NO 5 PTY LTD

This is a representation of an instrument that was electronically lodged

COVENANTS

Refer to pages 3 to 10

COVENANTS

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:

1. **Definitions and interpretation**

1.1 **Definitions**

In this Encumbrance:

Contract of Sale means the contract for the sale and purchase of the Land entered into between the Encumbrancer as purchaser and the Encumbrancee as Vendor.

Council means the local government body for the area in which the land is situated.

Dispose means assign, transfer, otherwise dispose of or grant or permit or suffer the grant of any legal or equitable interest (either in whole or in part) whether by sale, lease, declaration or creation of a trust or otherwise;

Encumbrancee means the party described as such on page 1 of this Encumbrance and includes its successors, permitted assigns;

Encumbrancer means the party described as such on page 1 of this Encumbrance and includes its successors in title, permitted assigns and any other person claiming under it as Encumbrancer of the whole or any part of the Land;

Land means the land described on page 1 of this Encumbrance;

Rent Charge means the rent charge described on page 1 of this Encumbrance; and

Site means that land previously comprised in Certificate of Title Volume 6126 Folio 726.

1.2 **Interpretation**

In this Encumbrance, unless it is stated to the contrary:

(a) the singular includes the plural and conversely;

(b) a gender includes all genders;

(c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;

(d) a reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them;

(e) a reference to a clause is a reference to a clause of this Encumbrance;

(f) a reference to an agreement or document (including this Encumbrance) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this Encumbrance or that other agreement or document;

(g) a reference to ***writing*** includes any method of representing or reproducing words, figures, drawings, or symbols in a visible form but excludes any communication using electronic mail;

(h) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;

(i) a reference to conduct includes, an omission, statement or undertaking, whether or not in writing;

(j) a reference to an ***agreement*** includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing;

(k) a reference to a document includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind;

(l) a reference to ***dollars*** and ***$*** is to Australian currency;

(m) a reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally;

(n) the meaning of general words is not limited by specific examples introduced by ***including***, or ***for example***, or similar expressions;

(o) references to ***agree***, ***approve*** or ***consent*** are references to agreement, approval or consent (as the case may be) in writing; and

(p) nothing in this Encumbrance is to be interpreted against a party solely on the ground that the party put forward this Encumbrance or any part of it.

1.3 **Headings**

Headings do not affect the interpretation of this Encumbrance.

1.4 **Schedules and annexures**

Schedules and annexures form part of this Encumbrance.

2. RENT CHARGE

2.1 **Payment of Rent Charge**

Subject to clause 2.2, the Encumbrancer must pay the Rent Charge to the Encumbrancee:

(a) during the term of this Encumbrance; and

(b) on 30 June immediately succeeding the grant of this Encumbrance and on each succeeding 30 June.

2.2 **Rent Charge not payable unless demanded**

(a) The Encumbrancer must only pay the Rent Charge to the Encumbrancee if payment is demanded by it.

(b) The Encumbrancee may not demand payment of the Rent Charge so long as the Encumbrancer duly observes all the covenants in this Encumbrance.

2.3 **Encumbrancee's right to injunctive relief and damages**

The provisions of this clause 2 do not in any way affect or prejudice the rights of the Encumbrancee to:

(a) an injunction preventing or restraining any breach of the covenants in this Encumbrance; or

(b) damages for any such breach.

3. PERMITTED USE

3.1 **Purpose**

Subject to clause 3.2, the Encumbrancer:

(a) must ensure that the Land is not used for any purpose other than residential purposes; and

(b) must not transfer or agree to transfer title to the Land if the Encumbrancer has commenced any building works on the land which do not comply with this Encumbrance and or which have not been approved by the Encumbrancee in any respect (which approval may be withheld in its absolute discretion).

3.2 **Exceptions**

The provisions of clause 3.1(a) do not apply where the Encumbrancee has given approval to the Encumbrancer to use the Land for a purpose other than as specified above.

4. NO TRANSFER OF LAND

4.1 If any building works on the Land, which have been approved by the Encumbrancee but have not yet been completed, and the Encumbrancer wishes to transfer title to the Land to a third party then the Encumbrancer must first procure the prior written consent of the Encumbrancee to that transfer and the grant by that person of an encumbrance which is:

(a) **Form**

in the same form as this Encumbrance;

(b) **Effect**

to the same effect as this Encumbrance;

(c) **Binds**

which binds that person;

(d) **Benefit**

is for the benefit of the Encumbrancee; and

(e) **Registration**

which is registered on the certificate of title of the land immediately after the discharge of this Encumbrance;

4.2 The Encumbrancee acknowledges and agrees that this clause 4 **will not apply in the event the Land is sold** after the first date of registration of this Encumbrance against the Land (whether or not the Encumbrancer was the first purchaser of the Land from the Encumbrancee) **by a mortgagee exercising its power of sale** under the *Real Property Act 1886*.

5. THIRD PARTY SALE FOLLOWING COMPLETION OF WORKS

If the Encumbrancer intends to sell its right title and interest in the Land (or any part thereof) to a third party after the completion of any residential building works have been completed on the Land in accordance with this Encumbrance (as determined by the Encumbrancee in it absolute discretion), then this Encumbrance will, at the request of the Encumbrancer, be removed by the Encumbrancee. However the Encumbrancee may remove this Encumbrance from the certificate of title to the Land for any other reason whatsoever in the Encumbrancee's absolute discretion.

6. RESTRICTIONS ON WORKS

6.1 No works unless in accordance with the Encumbrancee's approval

The Encumbrancer must not without the prior written approval of the Encumbrancee obtained in accordance with clause 6.2 below, carry out any works on the Land other than in accordance with the plans and specifications approved by the Encumbrancee.

6.2 No building without Encumbrancees' approval

(a) Other than those works undertaken in accordance with the plans and specifications approved by the Encumbrancee, the Encumbrancer must not do (or cause, suffer or permit to be done) any of the following on the land except in strict accordance with plans and specifications that have received the prior written approval of the Encumbrancee (which approval may be withheld in the Encumbrancee's absolute discretion):-

(i) erect a building or structure;

(ii) carry out any siteworks;

(iii) erect a fence or wall;

(iv) erect any external sign, hoarding, tank, mast, pole, television antenna, satellite dish or radio aerial either freestanding or fixed to any other building or structure;

(v) erect or place any external floodlights or spotlights;

(vi) construct or create a parking area or otherwise set aside any area for the parking of vehicles; or

(vii) carry out any landscaping or planting.

(b) In order to provide its written approval pursuant to clause 6.2(a), the Encumbrancee may require the Encumbrancer to submit a development proposal for the Land and may require that development proposal to include:

(i) detailed drawings of any proposed dwelling, building, improvement or structure showing the external appearance, façade, style and character;

(ii) details of the external materials and finishes to be used on any proposed dwelling, building, improvement or structure;

(iii) a building plan drawn to scale which shows northern, eastern, southern and western elevations of any proposed dwelling;

(iv) a site plan (being a birds-eye view of the Land) drawn to scale which shows the location of any dwelling (and/or building, improvement or structure) the Encumbrancer intends to construct on the Land;

(v) a plan of the proposed storm water drainage system;

(vi) a plan of any proposed earthworks or grading; and

(vii) a detailed landscaping plan.

(c) Any approval of the Encumbrancee obtained pursuant to clause 6.2(a) of this Encumbrance shall, unless extended by the Encumbrancee, lapse upon the expiration of a period of one (1) year commencing on the date of the approval in writing if the works to which the approval relates are not in the opinion of the Encumbrancee substantially commenced within that period.

6.3 **No Land Division without Encumbrancee's Approval**

The Land shall not be subdivided unless the Encumbrancer first obtains the Encumbrancee's approval which may be withheld in its absolute discretion.

6.4 **Planning and Zoning Laws**

(a) The Land must not be used or developed except in accordance with:

(i) any laws relating to planning or zoning from time to time in force; and

(ii) the conditions of any relevant consent or approval given by any Council or other relevant planning authority.

(b) Any approval granted by the Encumbrancee in accordance with this instrument does not constitute an agreement or representation as to adequacy, suitability or fitness of the proposal, plans or specifications so approved, nor that the Council or other relevant planning authority will grant its approval. The Encumbrancer acknowledges that it will not place any reliance on the Encumbrancee's approval, whether for the purposes of planning or zoning laws or otherwise.

7. FENCES

The Encumbrancer agrees, notwithstanding the provisions of the Fences Act 1975 (as amended) that for so long as the Encumbrancee remains the Encumbrancer of any land adjoining the Land then the Encumbrancer will not require the Encumbrancee to construct or erect any fence on such adjoining boundary or boundaries and that the Encumbrancee will not be required to contribute towards the cost of any such fence.

8. NOT USED

9. CONSEQUENCES OF BREACH

9.1 **Transfer of Land in certain circumstances**

The Encumbrancer must at the written request of the Encumbrancee transfer to the Encumbrancee or its nominee an estate in fee simple in the Land subject only to this Encumbrance if any of the following events occur:

(a) the Encumbrancer breaches clause 3, 4.1, 4.2, 6.1, 6.2(a) or 6.3 and the Encumbrancee requests the transfer of the Land to the Encumbrancee within 6 months of when the Encumbrancee first becomes aware of the breach; or

(b) the Encumbrancer breaches clause 6.4 and fails to remedy such breach within the earlier of:

(i) a reasonable period of time (as specified by the Encumbrancee) to allow the Encumbrancer to remedy such breach; or

(ii) one calendar month,

after the date on which the Encumbrancee serves a written notice on the Encumbrancer requiring the breach to be remedied.

9.2 **Manner of Transfer**

Subject to clause 9.3 below, the terms and conditions upon which the Land will be transferred pursuant to clause 9.1 shall be those contained in the contract for sale and purchase of land recommended for use by the Law Society of South Australia at the time the Encumbrancee requests the transfer of an estate in fee simple in the Land except that:

(a) Subject to clause 9.3, the purchase price shall be the amount equal to "A" in the following formula:

$$\$A = [B - C] \times 0.95$$

Where:

A is the price to be paid to the Encumbrancer pursuant to this clause;

B is the consideration expressed in the Memorandum of Transfer of the Land from the Encumbrancee to the Encumbrancer; and

C is the total costs, stamp duty and registration fees payable by the Encumbrancer to take a transfer of the Land.

(b) no deposit shall be payable;

(c) the date settlement is to be completed shall be 30 days after the date on which the Encumbrancer receives the Encumbrancee's written request pursuant to clause 9.1 or, if that date is not a business day, shall be the next business day;

(d) the transfer shall be subject only to this Encumbrance and the Encumbrancee shall be entitled to deduct from the purchase price any amounts which may be required to discharge any mortgage, charge, lien or other interest over the Land; and

(e) all costs associated with the transfer of the Land (including the Encumbrancee's legal costs) shall be borne by the Encumbrancer.

9.3 **Consideration on Transfer Where Improvements to the Land Have Been Made**

(a) If at the time of the Encumbrancee's request pursuant to clause 9.1 the Encumbrancer has commenced the construction of any building or structure upon the Land the price payable by the Encumbrancee under clause 9.2(a) shall be the amount equal to "A" in the following formula:

$$\$A = [D - E] \times 0.95$$

Where:

A is the price to be paid to the Encumbrancer pursuant to this clause;

D is the fair market value of the Land at the time the Encumbrancer requests the transfer of the Land in accordance with clause 9.1, taking into account the factors detailed in clause 9.3(b) and (c) below; and

E is the total costs, stamp duty and registration fees payable by the Encumbrancer to take a transfer of the Land

(b) The fair market value of the Land having regard to any such building or structure completed in whole or in part on the Land will be determined by a licensed land valuer who:

(i) is registered to practice in South Australia;

(ii) has no less than 5 years relevant experience immediately prior to the appointment, appointed at the request of the Encumbrancee by the person for the time being holding or acting in the office of President of the Australian Institute of Valuers and Land Economists (SA Division) Inc.; and

(iii) takes into account:

(A) the extent of the construction work undertaken in the relevant land as at the date of the notice issued by the Encumbrancee in accordance with clause 9.1(but disregarding any builders' plant and equipment, office and site sheds and any materials which are on the relevant Allotment but not then fixed); and

(B) the Completion Costs in respect of the uncompleted portion of the construction works.

(c) The following provisions apply to the determination of the fair market value of the Land by the appointed valuer:

(i) the appointed valuer must seek, accept and give due consideration to written submissions from or on behalf of the Encumbrancee or Encumbrancer;

(ii) the appointed valuer must determine the fair market value of the Land as at the date on which the Encumbrancee requested the transfer of the Land pursuant to clause 9.1, having regard to the cost to complete any additional or required works which are

required by the Encumbrancee (including associated costs) in order for the works to comply with any approvals of the Encumbrancee, taking into account the factors in clause 9.3(b)(iii);

(iii) each party will bear its own costs and expenses in relation to the appointed valuer's determination;

(iv) the Encumbrancer must pay the appointed valuer's fees and expenses and costs of determination;

(v) the appointed valuer must provide the determination to the parties in writing, with reasons for the determination, within 30 days of appointment;

(vi) the appointed valuer is an expert and not an arbitrator;

(vii) the provisions of the *Commercial Arbitration Act 1986* (SA) do not apply to the appointed valuer's determination; and

(viii) the determination of the appointed valuer is final and binding on the parties.

(d) For the purpose of clause 9.3(b) "Completion Costs" means all of the costs and expenses required to be incurred to complete the construction works commenced to the standard and specifications required by the relevant approvals, as determined by a quantity surveyor, in respect of which:

(i) the appointed quantity surveyor is an expert and not an arbitrator;

(ii) the appointed quantity surveyor must seek, accept and give due consideration to written submissions from or on behalf of the Encumbrancee or Encumbrancer;

(iii) the appointed quantity surveyor must determine the Completion Costs as at the date on which the Encumbrancee requested the transfer in accordance with clause 9.1;

(iv) the Encumbrancer will pay the appointed quantity surveyor's fees and expenses and costs of determination;

(v) the appointed quantity surveyor must provide the determination to the parties in writing, with reasons for the determination, within 30 days of appointment;

(vi) the provisions of the Commercial Arbitration Act 1986 (SA) do not apply to the appointed quantity surveyor's determination; and

(vii) the determination of the appointed quantity surveyor is final and binding on the parties.

9.4 **NO APPLICATION OF REPURCHASE AS AGAINST A BANK**

The Encumbrancee acknowledges and agrees that **clause 9.1 will not apply** in the event a sale of the Allotment is the sale **by a mortgagee exercising its power of sale** under the *Real Property Act 1886*.

10. WAIVER AND RELEASE

10.1 **Encumbrancee may waive any covenant relating to the Land**

The Encumbrancee may from time to time in its absolute discretion lessen waive or release any of the covenants and other stipulations contained or implied in this Encumbrance.

10.2 **Encumbrancee may waive any covenant relating to other land within the Site**

(a) The Encumbrancee may from time to time in its absolute discretion lessen, waive or release any of the covenants and other stipulations expressed or implied in any Memorandum of Encumbrance or other instrument whatever relating to any other land in the Site and whether it was entered into or imposed before, at the same time as or after the date of this Encumbrance.

(b) No such lessening, waiver or release releases the Encumbrancer or its successors in title from the covenants and other stipulations contained and implied in this Encumbrance.

11. RELEASE ON TRANSFER

Subject to clause 5, the Encumbrancer and its successors in title shall be successively released and discharged from the payment of the Rent Charge and from the observance of the covenants and other stipulations contained and implied in this Encumbrance upon ceasing to be registered as the proprietor of the Land to the intent that the Rent Charge and covenants and other stipulations will be binding only upon the registered proprietor for the time being of the Land.

12. MORTGAGEE'S RIGHTS AND OBLIGATIONS

12.1 Exercise of power of sale

If the Encumbrancer is in default under the terms of any mortgage granted over the Land and registered under the Real Property Act nothing in this Encumbrance is to be construed as in any way affecting the rights of the mortgagee to exercise its power of sale contained in that mortgage.

13. ENCUMBRANCEE'S CONSENT

Where the consent approval or agreement of the Encumbrancee is referred to under this Encumbrance:

13.1 such consent approval or agreement may be given or refused in the absolute discretion of the Encumbrancee (unless it is otherwise stated in this Encumbrance);

13.2 the Encumbrancee may attach such conditions to any such consent approval or agreement as it deems fit; and

13.3 no such consent approval or agreement shall be deemed to have been given unless it is provided in writing by or on behalf of the Encumbrancee.

14. NOTICE

14.1 Form and execution

Any notice, request or demand under this Encumbrance must be:

(a) in writing; and

(b) signed by the Encumbrancee or by a Director or Secretary for the time being of the Encumbrancee or by the Solicitors for the Encumbrancee.

14.2 Service

Any notice, request or demand may be served upon the Encumbrancer either:

(a) personally;

(b) by being left for the Encumbrancer on the Land;

(c) by being affixed to some part or parts of the Land; or

(d) by being sent by prepaid post under cover addressed to the Encumbrancer at the last known place of business or abode in South Australia of the Encumbrancer.

14.3 When effective

Any notice, request or demand takes effect and is in force from the next day after the day on which it is served, left or posted whether or not the notice, request or demand comes to the hands or knowledge of the Encumbrancer.

14.4 Content

(a) It is not necessary in any demand or notice on the Encumbrancer to specify any amount but the demand or notice will be sufficient if it requires payment of the monies secured by this Encumbrance without specifying the amount.

(b) Any notice as to default under this Encumbrance may be a general notice that default has been made without specifying the nature of the default.

14.5 Other ways

The provisions of this clause 11 are in addition to any other ways in which the Encumbrancee may be entitled to give the Encumbrancer any notice, request or demand in relation to this Encumbrance.

15. COSTS AND EXPENSES OF AND INCIDENTAL TO ENCUMBRANCE AND DEFAULT

The Encumbrancer shall pay to the Encumbrancee upon demand all costs, expenses, charges and outgoings whatsoever (including legal costs) which the Encumbrancee may pay sustain or incur in consequence of or in relation to or of and incidental to:

15.1 the preparation and engrossment of this Encumbrance and all of the costs associated with the stamping and registration of this Encumbrance and any discharge thereof (including all stamp duty registration fees);

15.2 any breach or default which may be made in the due observance or performance of any covenant term condition or agreement expressed or implied in this Encumbrance; and

15.3 the exercise or enforcement of or the attempted or purported exercise or enforcement of any proceeding or any endeavour to exercise or enforce any of the powers rights remedies or discretions of the Encumbrancee under and by virtue of this Encumbrance or pursuant to the powers rights remedies or discretions vested in the Encumbrancee by statute law or equity.

16. TIME OF ESSENCE

Time is of the essence insofar as it relates to covenants obligations or agreements of the Encumbrancer.

17. ILLEGALITY

17.1 If any provision (or part of a provision) of this Encumbrance is or becomes illegal or invalid then:

(a) such illegality or invalidity shall not affect any other provision of this Encumbrance or any other part of such provision which is not invalid; and

(b) such provision or part thereof shall be severed from this Encumbrance.

17.2 To the extent that the exercise of any right power privilege or remedy conferred on the Encumbrancee is only capable of being exercised upon compliance with the provisions of any statute affecting the same then such right power privilege or remedy may only be exercised only after due compliance with any such provision and this Encumbrance shall be read and construed accordingly.

17.3 No provision of this Encumbrance shall be construed so as to negative or limit in any respect any power conferred on the Encumbrancee by any statutory enactment whether in force at the date of this Encumbrance or not.

18. SUNSET CLAUSE

18.1 The rights and obligations of the Encumbrancee will cease upon the earlier of the following:

(a) the last dwelling on the Site achieving practical completion; or

(b) the expiry of three (3) years after the registration of this Encumbrance.

19. REMEDIES

The Encumbrancee is entitled to all the powers rights and remedies given to encumbrancees by the Real Property Act 1886.

Form1shop

From: DEM:OTR Plumbing Conveyancing <DEMOTRPlumbingConveyancing@sa.gov.au>
Sent: Wednesday, 10 January 2024 12:43 PM
To: Form1shop
Subject: PIR: 0212675421 Reference: 0002533255

OFFICIAL

Please note that any statement related to this property 76 VINRACE STREET, ADELAIDE, SA 5000 was based on historical data which no longer applies to the property. The Plumbing section of The Office of the Technical Regulator has no current interests in this property.

Note: This statement may have been recreated from the original data transferred from SA Water. The OTR inherited this data on 10/04/2013 and cannot be held responsible for errors created in records prior to this date. We do endeavour to rectify these issues as soon as they are brought to our attention.

Rebecca Smith | Senior Administration Officer

The Office of the Technical Regulator | Plumbing
Department for Energy and Mining
T 1300 760 311 | E DEMOTRPlumbingConveyancing@sa.gov.au | W www.energymining.sa.gov.au

GPO Box 320, Adelaide, South Australia 5001
Level 4, 11 Waymouth Street, Adelaide SA 5000

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STATE PLANNING COMMISSION

Contact	*Planning Services*
Email	*Dti.planningservices@sa.gov.au*
Phone:	*7133 3030*

Level 10
83 Pirie Street
Adelaide SA 5000

GPO Box 1815
Adelaide SA 5001

1800 752 664
saplanningcommission@sa.gov.au

12 January 2024

Bertram Form 1 Shop Pty Ltd
GPO Box 448
ADELAIDE SA 5001

Dear Sir/Madam

Re: ***Land and Business (Sale and Conveyancing) Act 1994*** **- Section 7 Enquiry**
Property at 76 Vinrace Street, Adelaide
Registered Proprietor(s): B McDonnell and another

I refer to your enquiry to the Department for Trade and Investment (DTI) concerning the parcel of land comprised in Certificate of Title Volume 6257 Folio 98 and the subsequent Property Interest Report (PIR) issued. (Reference No. 2533255 dated 9/1/24).

The land is the subject of an application for development which was granted approval, subject to certain conditions by the State Commission Assessment Panel pursuant to the *Development Act 1993 (repealed)*. A copy of the Planning Decision Notification is attached (refer item 5.1 of PIR).

There is no record of any condition that continues to apply under either of the repealed Acts referred to in item 6.1 of the PIR.

There is also no record of any condition that continues to apply under the *Planning, Development and Infrastructure Act 2016* (refer item 29.2 of the PIR).

Yours faithfully

Planning Services Unit
on behalf of
STATE PLANNING COMMISSION

SOUTH AUSTRALIA

South Australia - Regulation 42 under the Development Act 1993

DECISION NOTIFICATION FORM

Contact Officer: Karl Woehle
Telephone: 7109 7169
Knet Reference: 2019/18805/01

Development Number:
020/A085/19
Council Reference:
020/A093/19

FOR DEVELOPMENT APPLICATION

DATED: 25 November 2019
REGISTERED ON: 20 December 2019

To: Fabian Barone
Dellta Group C/-Future Urban Group
GPO Box 2403,
Adelaide SA 5001

Email: Fabian@futureurban.com.au

LOCATION OF PROPOSED DEVELOPMENT:

Lot No	Plan No	Street	Suburb	Hundred	Title Reference
A9	F128853	Gilbert Street	Adelaide	Adelaide	6126/726

Nature of Proposed Development: Construction of a three storey dwelling

From: STATE COMMISSION ASSESSMENT PANEL

In respect of this proposed development you are informed that:

NATURE OF DECISION	CONSENT GRANTED	NO. OF CONDITIONS	CONSENT REFUSED	NOT APPLICABLE
Development Plan Consent	Granted	9		
Build Rules Consent	Still Required			
DEVELOPMENT APPROVAL	Still Required			

Any conditions imposed are set out on the attached sheet.

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



Karl Woehle
PLANNING OFFICER
On behalf of the
STATE COMMISSION ASSESSMENT PANEL
Date of Decision: 14 May 2020

[2] Sheets Attached

DEVELOPMENT APPLICATION - 020/A085/19

PLANNING CONDITIONS

1. The development granted Development Plan Consent shall be undertaken and completed in accordance with the stamped plans and documentation, except where varied by conditions below.

   Reason for condition: to ensure the development is constructed in accordance with endorsed plans and application details.

2. Prior to Development Approval, the applicant shall submit a final detailed schedule of external materials and finishes including a physical materials sample board, to the reasonable satisfaction of the State Commission Assessment Panel in consultation with the Government Architect.

   Reason for condition: to ensure the materials and finishes proposed are consistent with the architectural drawings

3. All vehicle car parks, driveways and vehicle entry and manoeuvring areas shall be designed and constructed in accordance with Australian Standards (AS/NZS 2890.1:2004 and AS/NZS 2890.6.2009) and be constructed, drained and paved with bitumen, concrete or paving bricks in accordance with sound engineering practice to the reasonable satisfaction of the State Commission Assessment Panel prior to the occupation or use of the development.

   Reason for condition: to ensure the driveways and crossovers adhere to the relevant Australian Standards

4. The applicant shall submit a detailed landscaping plan to the reasonable satisfaction of the SCAP prior to the commencement of site works.

   Reason for condition: to ensure a variety of appropriate trees are selected.

5. Landscaping shown on the approved plans shall be established prior to the operation of the development and shall be maintained and nurtured at all times with any diseased or dying plants being replaced.

   Reason for condition: to ensure landscaping is established and maintained

6. A watering system shall be installed at the time landscaping is established and operated so that all plants receive sufficient water to ensure their survival and growth.

   Reason for condition: to ensure the proposed landscaping receives sufficient water

7. All external lighting on the site shall be designed and constructed to conform to Australian Standard (AS 4282-1997).

   Reason for condition: to ensure the external lighting is in accordance with the relevant Australian Standards

8. All stormwater design and construction shall be in accordance with Australian Standard AS/NZS 3500.3:2015 (Part 3) to ensure that stormwater does not adversely affect any adjoining property or public road.

   Reason for condition: to ensure the stormwater is in accordance with the relevant Australian Standards

9. A final detailed Stormwater Management Plan shall be submitted, in consultation with City of Adelaide to the satisfaction of the State Commission Assessment Panel. The details of the plan shall be incorporated within the Building Rules Consent documentation, submitted for Development Approval, and be implemented prior to occupation or use of the development.

   Reason for condition: to ensure the proposed stormwater management aligns with Council infrastructure and requirements

ADVISORY NOTES

a. This Development Plan Consent will expire after 24 months from the date of this Notification, unless final Development Approval from Council has been received within that period or this Consent has been extended by the State Commission Assessment Panel.

b. The applicant is also advised that any act or work authorised or required by this Notification must be substantially commenced within 1 year of the final Development Approval issued by Council and substantially completed within 3 years of the date of final Development Approval issued by Council, unless that Development Approval is extended by the Council.

c. The applicant has a right of appeal against the conditions which have been imposed on this Development Plan Consent. Such an appeal must be lodged at the Environment, Resources and Development Court within two months from the day of receiving this notice or such longer time as the Court may allow. The applicant is asked to contact the Court if wishing to appeal. The Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide, (telephone number 8204 0289).

d. The applicant is reminded of their obligations under the Local Nuisance and Litter Control Act 2016 and the Environment Protection Act 1993, in regard to the appropriate management of environmental impacts and matters of local nuisance. For further information about appropriate management of construction site, please contact the City of Adelaide.

e. In accordance with the Local Nuisance and Litter Control Act 2016 and the Environment Protection Act 1993 a Construction Environment Management Plan (CEMP) shall be prepared and implemented in accordance with current industry standards – including the EPA publications "Handbook for Pollution Avoidance on Commercial and Residential Building Sites – Second Edition" and, where applicable, "Environmental Management of On-site Remediation" – to minimise environmental harm and disturbance during construction.

f. An appropriate Soil Erosion and Drainage Management Plan (SEDMP) (as described in the "Stormwater Pollution Control, General Code of Practice for Local, State and Federal Government") shall be prepared and implemented which includes a range of strategies to collect, treat, store and dispose of stormwater during construction and from the final form of the development (i.e. from roofs, driveways, parking areas, lawns, etc) while minimising disposal into the environment.

   EPA information sheets, guidelines documents, codes of practice, technical bulletins etc can be accessed on the following website http://www.epa.sa.gov.au.

g. The construction of the dwellings shall occur as soon as practicable after the demolition and site preparation works, so that the site is not left vacant for any significant period of time.

h. All Council, utility or state-agency maintained infrastructure (i.e. roads, kerbs, drains, crossovers, footpaths etc.) that is demolished, altered, removed or damaged during the construction of the development shall be reinstated to Council, utility or state agency specifications. All costs associated with these works shall be met by the proponent.

i. Footpaths adjacent to the site are to be kept in a safe condition for pedestrians at all times during construction works. All driveways and footpaths transverse by vehicles using the site are to be maintained in a reasonable condition for the duration of the works, and are to be reinstated to the satisfaction of Council on completion of the works.

j. All works on Council land shall be conducted to Council's specification, with all works to be bunted off safely and pedestrian safety to be maintained throughout the construction period. Plans displaying all relevant details of the Road/Kerbing/Footpath Works shall be submitted to the Assets and Infrastructure Officer for approval prior to the commencement of any such works.

IMPORTANT NOTICE

SMOKE ALARM LEGISLATION

Legislation relating to smoke alarms came into force on the 1st day of February 1998.

- If the home you are purchasing was built on or after the 1st January 1995, then it should already have an operational mains powered smoke alarm installed. If not, it is the responsibility of the vendor to install it prior to settlement at the vendor's cost.

- If the home was built prior to 1st January 1995, but purchased by the vendor on or after 1st February 1998, then it should already have either an operational mains powered smoke alarm installed, or one powered by 10 year life, non-replaceable, non-removable permanently connected batteries. Again, it is the responsibility of the vendor to install such an alarm prior to settlement, and at the vendor's cost.

- In all other cases, the home you are buying must have at least, a battery operated smoke alarm which you are required to upgrade to mains power (or an alarm fitted with 10 year life, non-replaceable, non-removable permanently connected batteries) within six months of the date of purchase. It is recommended that at least one smoke alarm be installed on each floor of a multi storey dwelling.

The smoke alarms must be installed by a licensed electrician and must comply with the Australian Standard. A maximum penalty of $750.00 for a breach of the legislation applies.

Besides this penalty, there is also a risk that damage caused by fire to a dwelling, which does not have a smoke alarm installed as required under the legislation, may not be covered by insurance.

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