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:

Justin Frank Iovino & Kirsty Anne Iovino

Address:

2/22A Broughton Avenue Mitcham SA 5062

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]*

2/22A Broughton Avenue Mitcham SA 5062

Allotment 2 Deposited Plan 42521 in the area named Mitcham Hundred of Adelaide being improved land and whole of the land in Certificate of Title Volume 5263 Folio 368

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:

2/22A Broughton Avenue Mitcham SA 5062

(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, Justin Frank Iovino & Kirsty Anne Iovino

of 2/22A Broughton Avenue Mitcham SA 5062

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: 18/03/2024

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):

12915609

Name of mortgagee:

Suncorp-Metway Ltd

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 13, Title Register Search, Easement (7826376) & Attachment A

Description of land subject to easement:

CT Volume 5263 Folio 368

Nature of easement:

Refer to Property Interest Report - Page 13, Title Register Search, Easement (7826376) & 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?

Are there attachments?

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

Nature of restrictive covenant:

Name of person in whose favour restrictive covenant operates:

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

If NO, give details:

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

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 Mitcham Council search - Section 42

Condition(s) of authorisation:

Refer to Decision Notification Form for Development Application Number: 080/1256/03 - Repair rear boundary fence, 080/1270/94 - Detached dwelling, 080/1169/94 - Demolition & 080/D033/94 - Land Division

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

Is this item applicable?

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

Are there attachments?

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

Date requirement given:

Name of body giving requirement:

Nature of requirement:

Contribution payable (if any):

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

Is this item applicable?

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

Are there attachments?

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

Date of agreement:

Names of parties:

Terms of agreement:

Contribution payable (if any):

5.4 section 55 - Order to remove or perform work

Is this item applicable?

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

Are there attachments?

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

Date of order:

Terms of order:

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

Amount payable (if any):

5.5 section 56 - Notice to complete development

Is this item applicable?

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

Are there attachments?

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

Date of notice:

Requirements of notice:

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

Amount payable (if any):

5.6 section 57 - Land management agreement

Is this item applicable? ✓

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

Are there attachments? YES

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

Land Management Agreement (8369671A)

Date of agreement:

04/04/1995

Names of parties:

City of Mitcham, Kalana Pty Ltd & Robert Brian Baxter and Jennifer Margaret Baxter

Terms of agreement:

Refer to Land Management Agreement (8369671A) attached

5.7 section 60 - Notice of intention by building owner

Is this item applicable?

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

Are there attachments?

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

Date of notice:

Building work proposed (as stated in the notice):

Other building work as required pursuant to the Act:

5.8 section 69 - Emergency order

Is this item applicable?

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

Are there attachments?

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

Date of order:

Name of authorised officer who made order:

Name of authority that appointed the authorised officer:

Nature of order:

Amount payable (if any):

5.9 section 71 - Fire safety notice

Is this item applicable?

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

Are there attachments?

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

Date of notice:

Name of authority giving notice:

Requirements of notice:

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

Amount payable (if any):

5.10 section 84 - Enforcement notice

Is this item applicable?

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

Are there attachments?

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

Date of notice given:

5.10 section 84 - Enforcement notice (continued)

Name of relevant authority giving notice:

Nature of directions contained in notice:

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

Amount payable (if any):

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

Is this item applicable?

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

Are there attachments?

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

Date order made:

Name of court that made order:

Action number:

Names of parties:

Terms of order:

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

5.12 Part 11 Division 2 - Proceedings

Is this item applicable?

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

Are there attachments?

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

Date of commencement of proceedings:

Date of determination or order (if any):

Terms of determination or order (if any):

6. Repealed Act conditions

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

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

Is this item applicable? ✓

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

Are there attachments? YES

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

City of Mitcham Council search - Repealed Act

Nature of condition(s):

Refer to Decision Notification Form for Development Application Number: 080/1074/93 - 6 semi-detached & 1 detached dwelling

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 Mitcham Council search - 47 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: Suburban Neighbourhood (SN)
Overlays as per Plan SA Data Extract for Section 7 search purposes included in City of Mitcham 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?

Are there attachments?

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

Date of authorisation:

Name of relevant authority that granted authorisation:

Condition(s) of authorisation:

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

Is this item applicable?

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

Are there attachments?

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

Date of notice:

Name of person giving notice of proposed work:

Building work proposed (as stated in the notice):

Other building work as required pursuant to the Act:

29.4 section 140 - Notice requesting access

Is this item applicable?

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

Are there attachments?

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

Date of notice:

Name of person requesting access:

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

Activity of work to be carried out:

29.5 section 141 - Order to remove or perform work

Is this item applicable?

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

Are there attachments?

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

Date of order:

Terms of order:

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

Amount payable (if any):

29.6 section 142 - Notice to complete development

Is this item applicable?

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

Are there attachments?

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

Date of notice:

Requirements of notice:

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

Amount payable (if any):

29.7 section 155 - Emergency order

Is this item applicable?

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

Are there attachments?

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

Date of order:

Name of authorised officer who made order:

Name of authority that appointed the authorised officer:

Nature of order:

Amount payable (if any):

29.8 section 157 - Fire safety notice

Is this item applicable?

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

Are there attachments?

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

Date of notice:

Name of authority giving notice:

Requirements of notice:

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

Amount payable (if any):

29.9 section 192 or 193 - Land management agreement

Is this item applicable?

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

Are there attachments?

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

Date of agreement:

Names of parties:

Terms of agreement:

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

Is this item applicable? ☐

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

Are there attachments?

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

Date requirement given:

Name of body giving requirement:

Nature of requirement:

Contribution payable (if any):

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

Is this item applicable? ☐

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

Are there attachments?

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

Date of agreement:

Names of parties:

Terms of agreement:

Contribution payable (if any):

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:

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

Land Management Agreement (8369671A)

Easement (7826376)

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 13, Title Register Search and Easement (TG 7826376) Description of land subject to easement: CT Volume 5263 Folio 368 Nature of Easement: (1) Statutory Easements (2) Subject to party wall right(s) over the land marked G (RE 7885041) (3) Subject to free & unrestricted right(s) of way over the land marked N (4) Together with easement(s) over the land marked A (TG 7826376) (5) Together with party wall right(s) over the land marked H (RE 7885041) (6) Together with free and unrestricted right(s) of way over the land marked P.M.L.K and B 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:

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.

Certificate of Title - Volume 5263 Folio 368

Parent Title(s)	CT 5247/860				
Creating Dealing(s)	RTD 7885040, RE 7885041				
Title Issued	26/04/1995	**Edition**	12	**Edition Issued**	10/05/2018

Estate Type

FEE SIMPLE

Registered Proprietor

JUSTIN FRANK IOVINO
KIRSTY ANNE IOVINO
OF UNIT 2 22A BROUGHTON AVENUE MITCHAM SA 5062
AS JOINT TENANTS

Description of Land

ALLOTMENT 2 DEPOSITED PLAN 42521
IN THE AREA NAMED MITCHAM
HUNDRED OF ADELAIDE

Easements

SUBJECT TO PARTY WALL RIGHT(S) OVER THE LAND MARKED G (RE 7885041)

SUBJECT TO FREE AND UNRESTRICTED RIGHT(S) OF WAY OVER THE LAND MARKED N

TOGETHER WITH EASEMENT(S) OVER THE LAND MARKED A (TG 7826376)

TOGETHER WITH PARTY WALL RIGHT(S) OVER THE LAND MARKED H (RE 7885041)

TOGETHER WITH FREE AND UNRESTRICTED RIGHT(S) OF WAY OVER THE LAND MARKED P. M. L. K AND B

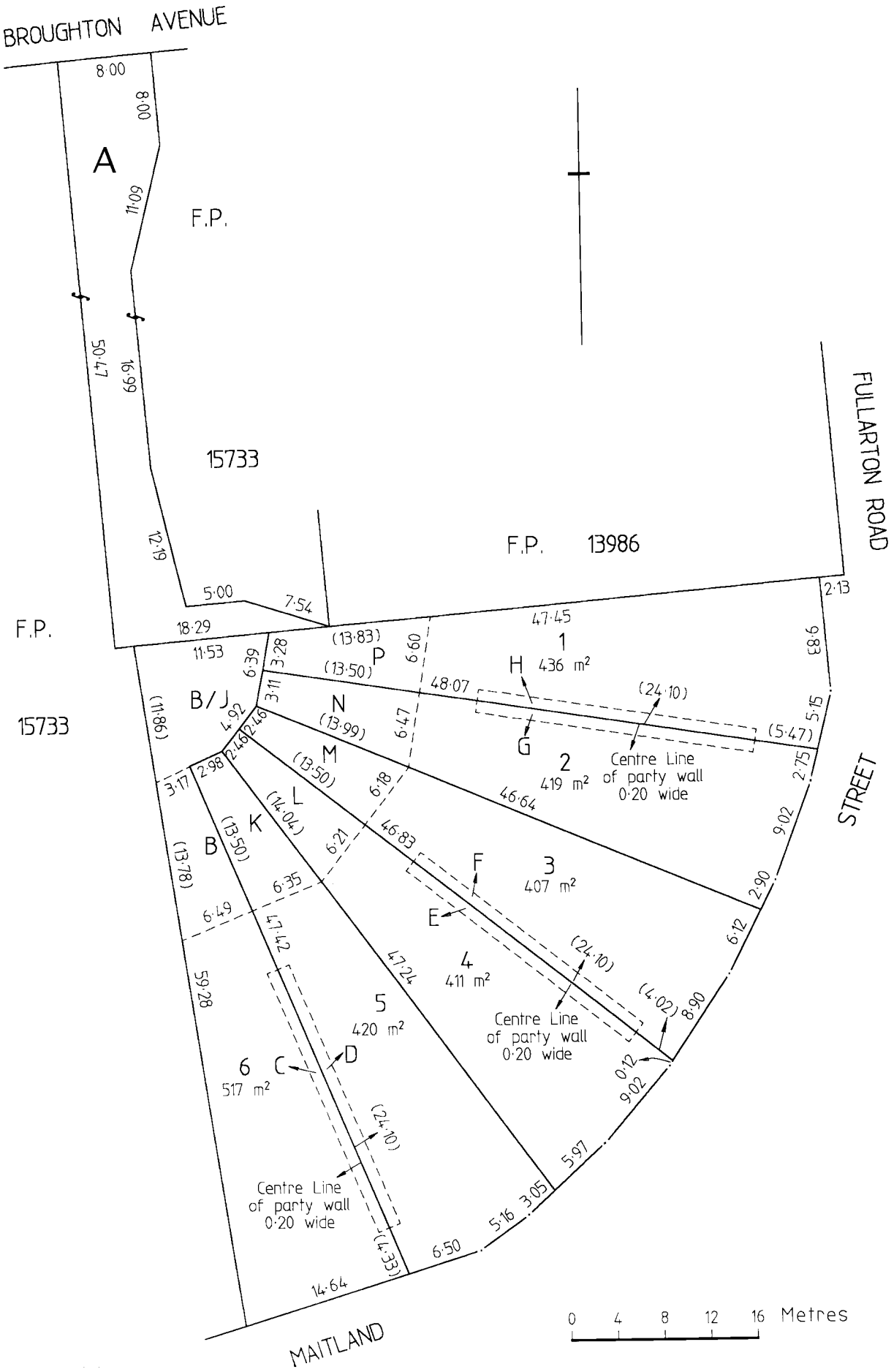
Schedule of Dealings

Dealing Number	Description
8369671A	AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2) FOR MANAGEMENT
12915609	MORTGAGE TO SUNCORP-METWAY LTD. (ACN: 010 831 722)

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 5263/368	**Reference No.**	2551295
Registered Proprietors	J F & K A*IOVINO	**Prepared**	14/03/2024 11:54
Address of Property	Unit 2, 22A BROUGHTON AVENUE, MITCHAM, SA 5062		
Local Govt. Authority	CITY OF MITCHAM		
Local Govt. Address	PO BOX 21 MITCHAM SHOPPING CENTRE TORRENS PARK SA 5062		

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 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
5.2	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 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

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. Code Amendment Tunnel Protection Overlay (early commencement) - The Department for Infrastructure and Transport is introducing a Tunnel Protection Overlay that will apply to the River Torrens to Darlington Project (T2D) tunnels. The Overlay aims to ensure that future development activity and construction work nearby does not impact the tunnels. For more information, refer to the 'Code Amendments' page on the PlanSA portal: https://plan.sa.gov.au/have_your_say/ or phone PlanSA on 1800752664. Code Amendment Statewide Bushfire Hazards Overlay - aims to review the current policy framework (spatial layers and policy content) of the six Hazard (Bushfire Risk) Overlays as well as explore other planning instruments and mechanisms to assist in mitigating bushfire hazard impacts. Please note that this Code Amendment only applies to a portion of some council areas. To understand if your property is affected, please check the bushfire hazard map at https://plus.geodata.sa.gov.au/bushfire/index.html. For more information, please visit https://plan.sa.gov.au/have_your_say/ or contact PlanSA via email (PlanSA@sa.gov.au) or telephone (1800 752 664). Code Amendment Ancillary Accommodation and Student Accommodation Definitions Review Code Amendment - The Chief Executive of the Department for Trade and Investment has initiated the Ancillary Accommodation and Student Accommodation Definitions Review Code Amendment to review the definitions for 'ancillary accommodation' and 'student accommodation'. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal https://plan.sa.gov.au/have_your_say/general_consultations or phone PlanSA on 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 has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.3	section 139 - Notice of proposed work and notice may require access	Contact the vendor for these details
29.4	section 140 - Notice requesting access	Contact the vendor for these details
29.5	section 141 - Order to remove or perform work	State Planning Commission in the Department for 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 spread of disease	Public Health in DHW has no record of any direction or requirement affecting this title
32.2	section 92 - Notice	Public Health in DHW has no record of any notice affecting this title also Contact the Local Government Authority for other details that might apply
32.3	*South Australian Public Health (Wastewater) Regulations 2013* Part 4 - Condition (that continues to apply) of an approval	Public Health in DHW has no record of any condition affecting this title also Contact the Local Government Authority for other details that might apply

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

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

34. *Water Industry Act 2012*

34.1	Notice or order under the Act requiring payment of charges or other amounts or making other requirement	**An SA Water Certificate will be forwarded.** **If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950** also The Office of the Technical Regulator in DEM has no record of any notice or order affecting this title also Lightsview Re-Water Supply Co Pty Ltd has no record of any notice or order affecting this title. also Robusto Investments Pty. Ltd. trading as Compass Springs has no current record of any notice or order affecting this title. also Alano Utilities Pty. Ltd. has no record of any notice or order affecting this title.

35. *Water Resources Act 1997* (repealed)

35.1	section 18 - Condition (that remains in force) of a permit	DEW has no record of any condition affecting this title
35.2	section 125 (or a corresponding previous enactment) - Notice to pay levy	DEW has no record of any notice affecting this title

36. Other charges

36.1	Charge of any kind affecting the land (not included in another item)	Refer to the Certificate of Title also Contact the vendor for these details also Contact the Local Government Authority for other details that might apply

Other Particulars

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

1.	Particulars of transactions in last 12 months	Contact the vendor for these details
2.	Particulars relating to community lot (including strata lot) or development lot	Enquire directly to the Secretary or Manager of the Community Corporation
3.	Particulars relating to strata unit	Enquire directly to the Secretary or Manager of the Strata Corporation
4.	Particulars of building indemnity insurance	Contact the vendor for these details also Contact the Local Government Authority
5.	Particulars relating to asbestos at workplaces	Contact the vendor for these details
6.	Particulars relating to aluminium composite panels	Please note that the audit is limited to classes of buildings, and that this note does not confirm the presence or absence of Aluminium Composite Panelling. Contact the vendor for relevant details.
7.	Particulars relating to court or tribunal process	Contact the vendor for these details
8.	Particulars relating to land irrigated or drained under Irrigation Acts	SA Water will arrange for a response to this item where applicable
9.	Particulars relating to environment protection	Contact the vendor for details of item 2 also EPA (SA) 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	14/03/2024 11:54AM
Customer Reference	
Order ID	20240314004496

Certificate of Title

Title Reference: CT 5263/368

Status: CURRENT

Edition: 12

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

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Certificate of Title

Title Reference	CT 5263/368
Status	CURRENT
Easement	YES
Owner Number	10662577
Address for Notices	UNIT 2 22A BROUGHTON AV MITCHAM, SA 5062
Area	419m² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

JUSTIN FRANK IOVINO
KIRSTY ANNE IOVINO
OF UNIT 2 22A BROUGHTON AVENUE MITCHAM SA 5062
AS JOINT TENANTS

Description of Land

ALLOTMENT 2 DEPOSITED PLAN 42521
IN THE AREA NAMED MITCHAM
HUNDRED OF ADELAIDE

Last Sale Details

Dealing Reference	TRANSFER (T) 12915608
Dealing Date	26/04/2018
Sale Price	$725,000
Sale Type	FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
AGREEMENT	8369671A	
MORTGAGE	12915609	SUNCORP-METWAY LTD. (ACN: 010 831 722)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
0814181752	CURRENT	Unit 2, 22A BROUGHTON AVENUE, MITCHAM, SA 5062

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Notations

Dealings Affecting Title

NIL

Notations on Plan

NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	0814181752
Type	Site & Capital Value
Date of Valuation	01/01/2023
Status	CURRENT
Operative From	01/07/1995
Property Location	Unit 2, 22A BROUGHTON AVENUE, MITCHAM, SA 5062
Local Government	MITCHAM
Owner Names	JUSTIN FRANK IOVINO KIRSTY ANNE IOVINO
Owner Number	10662577
Address for Notices	UNIT 2 22A BROUGHTON AV MITCHAM, SA 5062
Zone / Subzone	SN - Suburban Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1220 - Maisonette
Description	7H D/G
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
D42521 ALLOTMENT 2	CT 5263/368

Values

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Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	$580,000	$970,000			
Previous	$510,000	$880,000			

Building Details

Valuation Number	0814181752
Building Style	Architectural
Year Built	1995
Building Condition	Excellent
Wall Construction	Rendered
Roof Construction	Tiled (Terra Cotta or Cement)
Equivalent Main Area	252 sqm
Number of Main Rooms	7

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

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CITY OF MITCHAM

131 Belair Road Torrens Park SA 5062
PO Box 21 Mitcham Shopping Centre SA 5062
Telephone (08) 8372 8888
Facsimile (08) 8372 8101
Email mitcham@mitchamcouncil.sa.gov.au
Web site http://www.mitchamcouncil.sa.gov.au

We refer to your request and now attach particulars and documentary material which Council must supply pursuant to the provisions of the Local Government Act and the Land Business (Sale and Conveyancing) Act 1994.

Land and Business (Sale and Conveyancing) Act Section 7 Statement Prescribed Encumbrances for 2/22A Broughton Avenue MITCHAM SA 5062			
Applicant	Bertram Form 1 Shop Pty Ltd GPO Box 448 ADELAIDE SA 5001		
Certificate Number	CERT0343/24	Date received	14/03/2024
Property Address	2/22A Broughton Avenue MITCHAM SA 5062		
Property Description	LOT 2 TYP DP SEC 248 PLN 42521 C/T 5263/368		
Property ID	2746	Parcel Number	Parcel Number

Schedule – Division 1 – Particulars of Prescribed Encumbrances affecting the land at 2/22A Broughton Avenue MITCHAM SA 5062	
Development Act 1993	
Part 3 - Development Plan	
Title or other brief description of zone or policy area in which the land is situated (as shown in the Development Plan):	Suburban Neighbourhood (SN)
Is the land situated in a designated State Heritage Area?	NO
Is the land designated as a place of local heritage value?	NO
Is there a current Development Plan Amendment released for public consultation by a council on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?	NIL
If YES, state the name of the council:	NIL

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Land and Business (Sale and Conveyancing) Act Section 7 Statement Prescribed Encumbrances for 2/22A Broughton Avenue MITCHAM SA 5062	
Is there a current Development Plan Amendment released for public consultation by the Minister on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?	Current and previous Minister-initiated Development Plan Amendments can be accessed via the SA Government Portal at:http://www.sa.gov.au/topics/planning-and-property/development-plans/amendments-to-development-plans/minister-initiated-amendments-to-development-plans For any queries regarding current or previous Minister-initiated Development Plan Amendments, please see the contact details provided in the above link.
Section 42 - Condition (that continues to apply) of a development authorisation List relevant development applications	080/1256/03 080/1270/94 080/1169/94 080D033/94
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	Suburban Neighbourhood (SN)
Is the land situated in a designated State Heritage Place?	NO
Is the land designated as a place of local heritage value?	NO
Is there a tree or a stand of trees declared in Part 10 of the Planning and Design Code to be significant tree or trees on the land?	NO
Is there a current amendment to the Planning and Design Code released for public consultation by the State Planning Commission on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operations?	YES https://plan.sa.gov.au/have_your_say/general_consultations
Section 127 – Condition (that continues to apply) of a development authorisation Copies of Decision Notification Forms can be downloaded from the PlanSA website – Development application register | PlanSA	Refer to the PlanSA Data Extract
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)	
Refer to note in section 33 (Further Information Held By Councils)	
Development Act 1993	
Section 50(1)—Requirement to vest land in a council or the Crown to be held as open space	NIL
Section 50(2)—Agreement to vest land in a council or the Crown to be held as open space	NIL
Section 55—Order to remove or perform work	NIL
Section 56—Notice to complete development	NIL
Section 57—Land management agreement	082/00007/02 – LMA AG-8369671A

Land and Business (Sale and Conveyancing) Act Section 7 Statement Prescribed Encumbrances for 2/22A Broughton Avenue MITCHAM SA 5062	
Section 60 – Notice of intention by building owner	If applicable Notice of Intention by building owner will be contained in the Conditions on attached Decision Notification forms.
Section 69—Emergency order	NIL
Section 71—Fire safety notice	NIL
Section 84—Enforcement notice	NIL
Section 85(6), 85(10) or 106—Enforcement order	NIL
Part 11 Division 2—Proceedings	NIL
Planning and Development Act 1966	NIL
Building Act 1971	NIL
Planning Act 1982	080/1074/93
Court Order	NIL
Fire and Emergency Services Act 2005	
Section 105F (or section 56 or 83 (repealed))—Notice to take action to prevent outbreak or spread of fire	NIL
Food Act 2001	
Section 44—Improvement notice	NIL
Section 46—Prohibition order	NIL
Housing Improvement Act 1940	
Section 23 —declaration that house is undesirable or unfit for human habitation	NIL
Land Acquisitions Act 1969	
Section 10 Notice of intention to acquire	Refer to Land Services – Certificate of Title
Local Government Act 1934	
Notice, order, declaration, charge, claim or demand given or made under the Act	NIL
Local Government Act 1999	
Notice, order, declaration, charge, claim or demand given or made under the Act	NIL
Local Nuisance and Litter Control Act 2016	
Section 30 – Nuisance or litter abatement notice	NIL
Planning, Development and Infrastructure Act 2016	
Section 141 – Orders to remove or perform work	NIL
Section 142 – Notice to complete development	NIL
Emergency Order	NIL
Section 157 – Fire Safety Notice	NIL
Section 192 or 193 – Land management agreement	NIL
Section 198(1) – Requirements to vest in a council or the crown to be held as open space	NIL
Section 198(2) – Agreement to vest land in a council or Crown to be held as open space	NIL
Part 16 Division 1 Proceedings	NIL
Section 213 – Enforcement notice	NIL
Section 214(6), 214(10) – Applications to Court	NIL
Section 222 – Enforcement order to rectify breach	NIL
Public and Environmental Health Act 1987 (Repealed)	
Part 3—Notice	NIL

Land and Business (Sale and Conveyancing) Act Section 7 Statement Prescribed Encumbrances for 2/22A Broughton Avenue MITCHAM SA 5062	
Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2 - Condition (that continues to apply) of an approval	NIL
Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19 - Maintenance order (that has not been complied with)	NIL
South Australian Public Health Act 2011	
section 66—Direction or requirement to avert spread of disease	NIL
section 92-Notice	NIL
South Australian Public Health (Wastewater) Regulations 2013 Part 4-Condition (that continues to apply) of an approval	NIL
Water Industry Act 2012	
Notice or order under the Act requiring payment of charges or other amounts or making other requirement	NIL
33 Other Charges	
Charges of any kind affecting the land (not included in another item)	NIL
Schedule – division 2 – other particulars	
Particulars of Building Indemnity Insurance	NIL
Further information held by Councils	NIL
Does the council hold details of any development approvals relating to:	
(a) Commercial or industrial activity at the land; or	NO
(b) A change in the use of the land or part the land (within the meaning of the Development Act 1993)?	NO

Note—

The questions (a) and (b) relate 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 (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.

15 March 2024

CERTIFIED **DATE**

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14 March 2024

Bertram Form 1 Shop Pty Ltd
GPO Box 448
ADELAIDE SA 5001

CITY OF MITCHAM

LOCAL GOVERNMENT SECTION 187 CERTIFICATE

Certificate No: **CERT0343/24** Receipt No:
Previous Cert No:

Reference No:	**27465**
Valuer General No:	**0814181752**
Property Description:	**LOT 2 TYP DP SEC 248 PLN 42521 C/T 5263/368**
Property Address:	**2/22A Broughton Avenue MITCHAM SA 5062**
Owner:	**Justin F Iovino**

Pursuant to Section 187 of the Local Government Act 1999 I certify that the following amounts are due and payable in respect of, and are a charge against the property described above:

General Rate/Water Catchment Levy:	Total
General Rate	$2,144.75
Natural Resources Management Levy	$74.05
Less 12.5% Capping (If applicable)	$0.00
<Rates for the current year 2023/2024>	$2,218.80
Less Payments Received	$-1,663.80
<Debtor: Monies outstanding in addition to Rates>	$0.00
<TOTAL BALANCE OUTSTANDING>	$555.00

Please be advised: A fine of **2%** will be added to any current amount not paid by the due date. Interest is calculated monthly on arrears. Four quarterly instalments fall due on 15/09/23, 15/12/23 15/3/24 and 15/6/24.

If you wish to pay Council Rates settlements by BPay please use the BPay biller code 3186 and the reference number shown on this certificate.

UPDATES OF RATING INFORMATION CAN BE PROVIDED BY TELEPHONE
The Rates team may be contacted for a free Section 187 update by calling (08) 8372 8844 or by emailing rates@mitchamcouncil.sa.gov.au with the property address and certificate number. Free updates for the same financial year will be provided for up to 6 months from the date of the original search.

Authorised Officer

Street Address:
131 Belair Road
Torrens Park SA 5062

Postal Address:
PO Box 21
Mitcham Shopping Centre
Torrens Park SA 5062

Phone: (08) 8372 8888
Fax: (08) 8372 8101
mitcham@mitchamcouncil.sa.gov.au
www.mitchamcouncil.sa.gov.au

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CITY OF MITCHAM

Date

Refer enquiries to

DEVELOPMENT ACT 1993
DECISION NOTIFICATION FORM
Schedule 11, Regulation 42

131 Belair Road
Torrens Park
South Australia 5062

Postal Address
PO Box 21
Mitcham Shopping Centre
Torrens Park SA 5062

Telephone (08) 8372 8888
Facsimile (08) 8372 8101

Email
mitcham@mitchamcouncil.sa.gov.au

Web Site
http://www.mitchamcouncil.sa.gov.au

Development Application Dated: 04/08/2003
Registered On: 06/08/2003

Development Application Number 080/1256/2003

To: Mr K & Mrs J Wilkie
19 Greensgate Crescent
BEAUMONT SA 5066

Location of Proposed Development: **2/22A Broughton Avenue Mitcham 5062**
LOT: 2 TYP: DP SEC: 248 PLN: 42521 C/T: 5263/368

Nature of Proposed Development: **REPAIR REAR BOUNDARY FENCE**

Building Classification Assigned: **10B**

In respect of this development you are informed that:

Nature of Decision	Consent Granted	No. of Conditions	Consent Refused	Applicable Yes/No
Provisional Development Plan consent	GRANTED	2		YES
Provisional Building Rules consent	GRANTED	2		YES
Land Division	-	- -		n/a
Land Division (Strata)	-	- -		n/a
Public Space	-	- -		n/a
Other	-	- -		n/a
DEVELOPMENT APPROVAL	GRANTED	4		YES

No Representation(s) from third parties concerning your category 1 proposal were received.

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

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

.....
City Manager / Delegate

Date of Decision: 08/08/2003

PLEASE READ THE INFORMATION ATTACHED TO THIS FORM

JM:R:\AUTHDOC\DD\080\FROM1000\080-2003-00001256-001\0001APPROV.Doc

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The following conditions apply to this application:-

(1) The proposal shall be developed in accordance with the details and plans relating to Development Application Number 080/1256/2003 except where varied by the following conditions of consent.

Reason: *To ensure the proposal is established in accordance with the plans submitted.*

(2) No portion of the building work shall encroach upon or overhang the boundaries of the site.

(3) Construction to be in accordance with Engineer's details.

(4) All works detailed in the approved plans and required by any condition of approval shall be completed prior to the occupation of the development.

Reason: *To ensure that all works and conditions are completed in a timely manner.*

NOTES

nil

Signed:.....

Date of Decision: 08/08/2003

JM:R:\AUTHDOC\DD\080\FROM1000\080-2003-00001256-001\0001APPROV.Doc

Document Set ID: 5483317
Version: 1, Version Date: 15/03/2024

CITY OF MITCHAM

P.O. Box 21, Kingswood 5062. Telephone 272 8888

DECISION NOTIFICATION FORM

SOUTH AUSTRALIA DEVELOPMENT ACT 1993

Regulations under the Development Act 1993

Regulation 42
Eleventh Schedule

Development Number
080/1270/94
Assessment Number
800003007
Application Dated
21/11/94
Registered On
21/11/94

To.
MOORE CORPORATION
PO BOX 509
UNLEY SA 5061

Location of Proposed Development: LOT 140, NO. 22 BROUGHTON AVENUE, MITCHAM SA 5062, Section 249 Hundred of ADEL (Volume 5068 Folio 751)

Nature of Proposed Development: DETACHED DWELLINGS

Building Classification: 1

In respect of this proposed development you are informed that:

Nature of Decision	Consent Granted	No. of Conditions	Consent refused	Not Applicable
Provisional Development Plan consent	GRANTED	0		
Land Division				N/A
Land Division (Strata)				N/A
Provisional Building Rules consent	GRANTED	19		
Public Space				N/A
Other				N/A
DEVELOPMENT APPROVAL	GRANTED	19		

Details of the approved number of occupants under the Building Code are attached.

0 representation(s) from third parties concerning your category 3 proposal were received.

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

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

..... Date: ... / ... / ...

Town Clerk, Delegate

*PLEASE READ THE INFORMATION ON THE BACK OF THIS FORM

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Conditions:

1. Subject to the external face of the ensuite, master bedroom, store and garage wall being constructed on the surveyed boundary. The onus of proof of the boundary line shall rest with the owner. This will necessitate a survey being carried out by a licensed land surveyor.

2. Subject to the balustrade having vertical balusters at 125 mm maximum spacing.

3. No portion of the Building work shall encroach upon or overhang the boundaries of the site.

4. Control joints to be constructed into brickwork in accordance with Engineer's Report.

5. Construction to be in accordance with Engineer's details.

6. Subject to the trusses being erected and braced as per the manufacturers recommendations.

7. Roof truss member sizes including engineering calculations and details shall be submitted to and approved by Council prior to that stage of work commencing. This includes details of all wind bracing and bottom cord stabilizers.

8. Subject to the (buildings) not being built on or over any easement on the site. It is recommended to check this against the Certificate of Title.

9. Subject to the boundary footing of the (buildings) being trenched a minimum of 600 mm below the natural ground level.

10. Glazing to comply with AS1288 - 1994 "Glass in Buildings - Selection and Installation".

11. Where excavation or fill exceeds a vertical height of 1m, a development application shall be lodged for a retaining wall. Council approval is required prior to the construction of these retaining walls.

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Conditions:

12. Subject to the class 1a dwelling or addition to the dwelling not being occupied unless fully completed in accordance with the development approval. Prior to occupation the following buildng work must be completed;

    a) the building is structurally sound and weatherproof; and

    b) the building work that has been carried out on the building is in accordance with the relevant approval (disregarding any variation of a minor nature which has no adverse effect on the safety of the building, or on the health of the occupants of the building, or any variation undertaken with the written consent of the Council); and

    c) the building includes all items specified in clause F2.1 of the Building Code for class 1a buildings under that Code; and

    d) all connections required for the supply of water, and the disposal of water and effluent, have been made (although if the approved documentation provides for two or more of the same item, it is sufficient for the purposes of this paragraph that one item is connected); and

    e) if the building is in an area set out in schedule 18 (being an area designated as a bushfire prone area), the building complies with Part G5 of the Building Code.

    f) Where smoke alarms are required as part of the Development Approval they shall be installed in accordance with clause SA E1.7 of the Building Code of Australia. Maintenance and testing of alarms shall be in accordance with the Manufacturer's instructions.

Non compliance is subject to a penalty not exceeding a division 6 fine (4,000).

24/2

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Conditions:

13. The 240 x 63 hyspan L.V.L. floor joists are deep joists therefore they shall have restraint to stop overturning (this occurs to type A & B).

14. Please supply an exhaust fan to W.C. in ground floor type A.

15. Timber lintel L3 shall be 240 x 45 in lieu of 240 x 35.

16. Additional plywood bracing is required to type C dwelling alongside master bedroom bay window and shall be fixed in accordance with clause 4.9.5 (c) AS 1684-1992 "National Timber Framing Code".

17. The area of roof to house type C, marked A is to be drained to the stormwater system to the west of this building.

18. The boundary fence to the east of the courtyard of house type C shall be constructed to prevent inundation of neighbouring properties in the event of a 1 in 100 year storm (with stormwater system failure) as described by the Dare Sutton Clarke calculations for this site.

19. The Dare Sutton Clarke calculations are attached letter dated 20/2/95, which indicate that neither the house type C or neighbouring properties will be inundated by a 1 in 100 year storm, are to be signed by a Chartered Professional Engineer.

Signed: .....

Date: 24/2/95

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CITY OF MITCHAM

P.O. Box 21, Kingswood 5062. Telephone 272 8888

DECISION NOTIFICATION FORM

SOUTH AUSTRALIA DEVELOPMENT ACT 1993
Regulations under the Development Act 1993

Regulation 42
Eleventh Schedule

Development Number
080/1169/94
Assessment Number
814182026
Application Dated
27/10/94
Registered On
27/10/94

To.
MOORE CORPORATION
L1,8 BUTLER DRIVE
HENDON SA 5014

Location of Proposed Development: LOT 138, NO. 52 MAITLAND STREET, MITCHAM SA 5062, Section 248 Hundred of ADEL (Volume 2408 Folio 128)

Nature of Proposed Development: DEMOLITION

Building Classification: 10

In respect of this proposed development you are informed that:

Nature of Decision	Consent Granted	No. of Conditions	Consent refused	Not Applicable
Provisional Development Plan consent	GRANTED	0		
Land Division				N/A
Land Division (Strata)				N/A
Provisional Building Rules consent	GRANTED	1		
Public Space				N/A
Other				N/A
DEVELOPMENT APPROVAL	GRANTED	1		

Details of the approved number of occupants under the Building Code are attached.

0 representation(s) from third parties concerning your category 3 proposal were received.

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

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

..... Date: 2/11/94
Town Clerk, Delegate

***PLEASE READ THE INFORMATION ON THE BACK OF THIS FORM**

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CITY OF MITCHAM

DECISION NOTIFICATION APPLICATION NO: 080/1169/94

Conditions:

1. The demolition of the building or structure shall comply with all aspects of AS 2601-1983 "S A A Demolition Code".

   NOTE: Removal of asbestos materials shall comply with the requirements of the Department for Industrial Affairs (telephone 207 1825).

Signed: .....

Date: 2.11.94

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CITY OF MITCHAM

P.O. Box 21, Kingswood 5062. Telephone 272 8888

DECISION NOTIFICATION FORM

SOUTH AUSTRALIA DEVELOPMENT ACT 1993
Regulations under the Development Act 1993

Regulation 42
Eleventh Schedule

Development Number
080/D033/94
Assessment Number
814182026
Application Dated
07/06/94
Registered On
07/06/94

To.

MOORE CORPORATION
54 COROMANDEL PARADE
BLACKWOOD SA 5051

Location of Proposed Development: LOT 138, NO. 52 MAITLAND STREET, MITCHAM SA 5062, Section 248 Hundred of ADEL (Volume 2408 Folio 128)

Nature of Proposed Development: LAND DIVISION

Building Classification:

In respect of this proposed development you are informed that:

Nature of Decision	Consent Granted	No. of Conditions	Consent refused	Not Applicable
Provisional Development Plan consent	GRANTED	1		
Land Division	GRANTED	5 (See attached Statement of Requirements)		
Land Division (Strata)				N/A
Provisional Building Rules consent				N/A
Public Space				N/A
Other				N/A
DEVELOPMENT APPROVAL	GRANTED	6		

Details of the approved number of occupants under the Building Code are attached.

0 representation(s) from third parties concerning your category 3 proposal were received.

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

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

..... Date: 23.7.94

~~Town Clerk~~, Delegate

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PLEASE READ THE INFORMATION ON THE BACK OF THIS FORM

CITY OF MITCHAM

DECISION NOTIFICATION APPLICATION NO: 080/D033/94

Conditions:

1. The development shall proceed in accordance with plan numbered 94071 prepared by Bruce A Hewett, and also documentation submitted by Bone & Tonkin Planners Pty Ltd dated 16 September 1994.

   Note: There shall be a requirement for the applicant to enter into a bonding arrangement with Council to cover the costs of the proposed driveway marked X on the plans.

   The bond shall be repaid to the applicant upon the completion of the driveway.

Signed: ..... Date: 23/9/94

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STATEMENT OF REQUIREMENTS

STATEMENT OF LAND DIVISION

SECTION 33(1)(C)

DEVELOPMENT NUMBER: 080/D033/94

APPLICANT: Moore Corporation (Baxter)

PROPOSAL: To Divide Land

SUBJECT LAND: 52 Maitland Street, Mitcham

The following requirements are to be satisfied within three (3) years of the operative date of the Development Approval or any extension thereof which Council may grant.

Council Requirements:

1. The applicant shall pay a bond of $5000.00 in favour of the Council which will be redeemable upon the completion of the driveway.

Development Assessment Commission Requirements:

1. The easements shown in red on the attached plan being granted to the Minister of Public Infrastructure free of cost.

2. The financial requirements of the Minister of Public Infrastructure (EWS Dept) for the provision of water supply and sewerage services. (EWS 5768/94 Water and 5962/94 Sewer).

3. Payment of $5875.00 into the Planning and Development Fund (5 allotments at $1175.00 per allotment). Cheques to be made payable to the Development Assessment Commission and payment made at 5 Floor, 55 Grenfell Street, Adelaide, or sent to G P O Box 1815, ADELAIDE SA 5001.

4. Plans to be in accordance with the requirements for plans under the Real Property Act (Land Division) Regulations 1982.

Signed: ..... Dated: 23.9.94

City Manager / Delegate

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22 September 1994

Ref: 080/D033/94

Moore Corporation
54 Coromandel Parade
BLACKWOOD SA 5051

Dear Sir/Madam

DEVELOPMENT APPLICATION 080/D033/94 FOR BAXTEN TO DIVIDE LAND AT 52 MAITLAND STREET, MITCHAM

Further to your proposal regarding the above development, you are advised that Council has taken into account the relevant matters associated with this development and has made a decision on the application.

A copy of the Decision Notification Form is attached for your information.

You are also advised that a Statement of Land Division Requirements pursuant to Section 33(1)(c) of the Development Act 1993 has been issued and is attached.

You are reminded that Section 86(1)(a) of the Act provides for a right of appeal to the Environment, Resources and Development Court against this decision, or the imposition of conditions attaching to the authorisation, **within two months** after receipt of this notice (Section 68(4) of the Act).

Please note that any appeal has to be lodged with the Court and **not** with the Council.

For assistance in lodging an appeal, it is suggested that you contact the Court which is located in the Sir Samuel Way Building, Victoria Square, Adelaide or phone the Court on (08) 204 0300.

Yours faithfully

CITY MANAGER OR DELEGATE

BC/ld

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CITY OF MITCHAM

131 Belair Road
Torrens Park
South Australia 5062

Postal Address
PO Box 21
Kingswood 5062

Telephone 272 8888
Facsimile 272 9939

Date 22 September 1994

Refer enquiries to

Ref: 080/D033/94

Chairman
Development Assessment Commission
G P O Box 1815
ADELAIDE SA 5001

Dear Sir

DEVELOPMENT APPLICATION NO 080/D033/94 FOR MOORE CORPORATION (BAXTER) TO DIVIDE LAND AT 52 MAITLAND STREET, MITCHAM

Pursuant to Regulation 44 of the Development Control Regulations, 1993, please find attached a copy of the **Decision Notification Form** regarding the above application which relates to a proposed division of land and on which Council made a decision on 22 September 1994.

Should you have any further enquiries regarding the above, please contact Catherine Orford on 272 8888 during normal office hours.

Yours faithfully

CITY MANAGER OR DELEGATE

BC/ld

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BONDING AGREEMENT

DATED 17TH NOVEMBER . 1994

BETWEEN:

CITY OF MITCHAM

"the Council"

AND

KALANA PTY LTD ACN 008 115 179
and
MOORE CORPORATION PTY LTD ACN 007 665 018

"the Developer"

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BONDING AGREEMENT

THIS AGREEMENT is made 17TH NOVEMBER. 1994

BETWEEN:

THE CITY OF MITCHAM of 131 Belair Road Torrens Park SA 5062 ("the Council")

AND:

KALANA PTY LTD ACN 008 115 179 whose registered office is situate at 10 Greenhill Road Wayville SA 5034 and MOORE CORPORATION PTY LTD ACN 007 665 018 whose registered office is situate at 10 Greenhill Road Wayville SA 5034 (hereinafter collectively called "the Developer").

RECITALS

A Kalana proposes to undertake development on the land in Certificate of Title Register Book Volume 2408 Folio 128 which land has a frontage to Broughton Avenue, Fullarton Road and Maitland Street Mitcham ("the Land") and Moore Corporation Pty Ltd is the Project Manager in respect to the development.

B By Planning Decision Notification in respect of DA 080/1074/93 the Council granted consent to establish 6 semi-detached dwellings and 1 detached dwelling together with incidental landscaping, access areas, driveways etc to be established on the Land (the Dwelling Consent).

C By Decision Notification Form in respect of DA 080/D033/94, Council granted consent for the division of the land so as to create 6 allotments (including reciprocal rights of way) ("the Land Division Consent").

D The Council is desirous of that portion of the Land marked "X" on the attached plan being constructed in a satisfactory manner and sealed prior to the issue of separate Certificates of Title in respect to the Land.

E The Council and the Developer have agreed that in lieu of the requirement referred to in Recital D, that the parties enter into this agreement and a guarantee is provided by the Commonwealth Bank of Australia ("the Bank") in support of this agreement.

OPERATIVE PART

It is hereby agreed as follows:

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F. By Development Application No. 080/1074/93 registered on 27 September 1993 (the Application) Baxter applied to the City to establish 6 semi-detached dwellings on the Kalana land and one detached dwelling on the Baxter land. By Planning Decision Notification dated 20 October 1993 the City granted consent to the application subject to conditions. By Variation Application made in October 1994 application was made to the City to vary the terms of that Consent. On 21 November the City granted consent to the Variation Application (collectively called the dwellings consent).

G. Kalana proposes to implement the land division consent and divide the Kalana land to create 6 allotments and also to implement the dwellings consent and to construct 6 semi-detached dwellings on the Kalana land with the intent that each of the 6 semi-detached dwellings will be separately sold each with their own title and to also implement the dwellings consent for the purpose of establishing a detached dwelling on the Baxter land for the benefit of Baxter.

H. It is necessary that portion of the Baxter land marked X on the attached plan be used to gain access to the Kalana land both during the construction of all works associated with implementing the dwellings consent (and the land division consent) and to gain access to each of the dwellings to be established on the Baxter land. Baxter has agreed to grant to Kalana (and any other person acquiring ownership of any portion of the Kalana land) a free and unrestricted right of way over the area marked X on the said plan.

I. The parties have agreed to enter into this Agreement pursuant to Section 57 of the Development Act for the purpose of managing the land and having the Agreement noted on the relevant Titles to the Baxter land and the Kalana land.

OPERATIVE PART

The City, Baxter and Kalana agree as follows:

1 INTERPRETATION

1.1 Definitions

In this document unless the context otherwise requires:

"The Act" shall mean the Development Act 1993.

"Baxter land" means the present owner of the land contained in Certificate of Title Register Book Volume 5068 Folio 751 or any person(s) and/or company(ies) from time to time being registered or entitled to be registered as the proprietor(s) of an estate in fee simple in the Baxter land or any portion thereof.

"the City" means the City of Mitcham and for the purpose of clauses 10, 11 and 12.

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the City may include a "Management Authority".

"Kalana land" means Kalana Pty Ltd ACN 008 115 179 and its successors and any person(s) and/or company(ies) from time to time being registered or entitled to be registered as the proprietor(s) of an estate in fee simple in the Kalana land or any portion thereof.

"The land" means both the Baxter land and the Kalana land or any portion thereof as the case may be.

"Management Authority" means any authority or person appointed pursuant to clause 5.

"Owner" means the present owner or any person(s) and/or company(ies) from time to time being registered or entitled to be registered as the proprietor(s) of an estate in fee simple in the Baxter land or any portion thereof and the Kalana land or any portion thereof as the case may be.

2 CONSTRUCTION OF DWELLINGS

Kalana shall construct the 6 semi-detached dwellings on the Kalana land and a detached dwelling on the Baxter land in strict accordance with the plans approved by the City pursuant to the dwellings consent unless the City agrees in writing to allow a variation to the plans.

3 CONSTRUCTION AND MAINTENANCE OF "COMMON AREAS"

Subject to any agreement between Kalana and/or Moore Corporation and Baxter, Kalana shall establish at its own cost on both the Baxter land and the Kalana land (as the case may be) within the area bounded in red on the attached plan (the common areas):-

3.1 All hard surfaced areas including all driveway areas in accordance with the plans forming part of the dwellings consent.

3.2 All car parking areas.

3.3 All landscaping including a suitable system for the maintenance and irrigation of the landscaping.

3.4 Suitable and appropriate lighting.

4 ONGOING COSTS AND MAINTENANCE OF "COMMON AREAS"

4.1 Kalana shall establish or cause to be established in a suitable location and at

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its own cost appropriate facilities including meters for:-

4.1.1 electricity

4.1.2 water

to measure electricity and water used exclusively within the common areas.

4.2 The registered owners from time to time of the Baxter land and the Kalana land shall wholly be responsible for any charges levied for electricity and water used in the common areas in proportion to the number of dwellings or allotments owned by any such owner that is to say the owner of each of the total of the 7 dwellings to be established in accordance with the dwellings consent shall pay $^1/_7$ of the costs for electricity and water (and any service charges (if any) levied by any management company appointed should Clause 5).

4.3 Each of the said owners shall also pay for all costs associated with the maintenance of the common areas including but not limited to all maintenance of the hard surfaced areas and the ongoing maintenance of the landscaped areas including any charges levied by any contractor. Each owners share of such costs shall be in the same proportion as provided in Clause 4.2.

5 APPOINTMENT OF MANAGEMENT AUTHORITY

5.1 Kalana may in its sole discretion appoint a suitably qualified authority to act as the management authority for the purpose of managing the common areas and recovering from the owners of the land any and all costs associated with the common areas in accordance with Clause 4 hereof.

5.2 In making such an appointment Kalana may agree to allow any such authority to be entitled to render a fee whether on a percentage basis or otherwise for providing its service and performing its duties pursuant to Clause 5.1.

5.3 In the event that any or all of the owners fail to meet their share of the costs associated with the common areas, the management authority may make payment of that owner(s) share of the costs and then recover those costs from the owner(s) together with interest thereon at a rate to be determined by the management authority.

5.4 In the event that Kalana appoints a management authority and then ceases to have any interest in the land, the owners of the land may terminate the appointment of the management authority initially appointed by Kalana and appoint either another management authority or appoint one of the owners to perform the same role as the management authority as long as at least 5 owners of the 7 dwellings/allotments agree to such termination and

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appointment.

6 AMENDMENTS/CHANGES TO 6 SEMI-DETACHED DWELLINGS

6.1 Kalana will develop the 6 semi-detached dwellings in strict accordance with the plans approved by the City pursuant to the dwellings consent unless otherwise varied in writing by the City.

6.2 The owner of each semi-detached dwelling must maintain that dwelling in good repair and carry out any work ordered by the City or any other public authority in respect of that dwelling. Further, the owner must keep the dwelling in a clean and tidy condition.

6.3 An owner shall not without the consent of all of the other owners of the semi-detached dwellings:-

6.3.1 In any way alter the external appearance, including the roof, of their semi-detached dwelling including altering the external colours of the dwelling.

6.3.2 Cover or in any other way decorate the external appearance of the dwelling so as to substantially change the appearance of the dwelling.

6.3.3 Not to make any addition or erection including an addition in the nature of a shade house, tool shed/garden shed, pergola etc visible from any part of the common areas or from a public street.

6.3.4 Demolish or remove any dwelling or structure established in accordance with the dwellings consent.

7 LEASE OR LICENCE TO OCCUPY DWELLING

An owner shall not grant any lease, licence, easement or other right of any nature whatsoever which may give any person the right to possession or control or entry upon the land or any portion thereof upon any terms whatsoever unless such grant shall be expressed in writing and shall contain as an essential term thereof a covenant by the grantee not to do or omit to do or suffer or permit any other person to do or omit to do any act, matter or thing upon the land which would constitute a breach of the provisions of this Agreement if such act, matter or thing were done or omitted to be done by the owner.

8 ADDITIONAL REQUIREMENTS

The requirements of this agreement are at all times to be construed as additional to the requirements of the Act and any other legislation affecting development of the

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land.

9 RIGHT OF INSPECTION

The City and any employee or agent of the City authorised by the City may at any reasonable time enter into and upon the land for the purpose of:-

9.1 Inspecting the land and any building on the land.

9.2 Exercising any other powers of the City under this agreement.

10 NOTICE TO REMEDY

10.1 If the Owner is in breach of this agreement the City may by notice in writing served on the Owner require the Owner to remedy the breach within such time nominated by the City in the notice (being not less than 14 days of the date of the service of the notice) and if the Owner fails to remedy the breach, the City or its servants or agents may carry out the requirements of the notice and in so doing perform any necessary works upon the land and recover any costs thereby incurred from the Owner as a debt due and owing to the City.

10.2 The City may in its absolute discretion delegate to any management authority or any other person appointed pursuant to Clause 5 any of its powers pursuant to this clause.

11 RIGHT TO REMOVE

If in a notice referred to in the preceding paragraph the City (or any management authority) requires removal of anything from the land which may include but shall not be limited to a building or material of any kind the City and its servants or agents are hereby authorised and empowered by the Owner to remove the said thing or things from the land and dispose of it or them in any manner determined by the City PROVIDED THAT if the said thing or things shall have any monetary value then the City shall use its best endeavours to realise that monetary value and shall after the disposal account to the Owner and pay to it the realised value less all expenses reasonably incurred by the City in such removal and disposal.

12 DELEGATION

The City may delegate any of the City's powers under this agreement to any person.

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13 GIVING OF NOTICE

A notice shall for the purpose of this agreement be properly served on the Owner if it is:-

(i) posted to the Owner's last address known to the City in which event it will be deemed to have been received on the day after posting,

(ii) affixed to a prominent position on the land.

14 REGISTRATION

14.1 The City requests that this agreement be registered on the land comprised in the Certificates of Title Register Book Volume 5068 Folio 751, Volume 2408 Folio 128.

14.2 The cost of registration and the cost of preparation of this agreement shall be borne by Kalana Pty Ltd.

14.3 Each party hereto shall do all things necessary to ensure that this agreement is registered and a memorial thereof is entered on the said Certificates of Title pursuant to the provisions of Section 57 of the Act in priority to any other document.

15 ENTIRE AGREEMENT AND ACCURACY OF RECITALS

15.1 This agreement contains the whole of the agreement between the parties in respect of the matters referred to in this agreement and any variation to the agreement shall be in writing and attested to by the parties in writing.

15.2 The City, Kalana and Baxter acknowledge that the Recitals are true and accurate and agree that they form part of this agreement.

16 WAIVER

The City may waive compliance by the owner with the whole or any part of the obligations on the owners' part herein contained provided that no such waiver shall be effective unless expressed in writing and signed by the City.

17 AMENDMENT

This Deed may not be varied or amended except by a Supplementary Deed signed by the City and the owner.

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18 RESCISSION/REMOVAL OF THIS AGREEMENT

This Agreement shall not be rescinded nor shall any application be made to remove the agreement from the relevant Certificate of Title of the land unless at least 5 of the 7 owners of the dwellings to be established pursuant to the dwellings consent, consent in writing to the said rescission and/or removal of this agreement from the relevant Certificate of Title.

19 SEVERANCE

19.1 If a provision of this agreement is void or voidable or unenforceable but would not be void or voidable or unenforceable if it were read down and is capable of being read down it shall be read down accordingly.

19.2 If not withstanding sub-clause 19.1 hereof, a provision of this agreement is still void or voidable or unenforceable:-

(i) if the provision would not be void or voidable or unenforceable as aforesaid if a word or words were omitted therefrom, that word or those words (as the case may be) are hereby severed;

(ii) if necessary, the whole provision is hereby severed; and

the remainder of this agreement has full force and effect.

EXECUTED unconditionally by the parties as an agreement pursuant to the provisions of Section 57 of the Development Act 1993.

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

_____ Mayor

_____ Town Clerk

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SIGNED by **ROBERT BRIAN BAXTER AND MARGARET BAXTER** in the presence of: JENNIFER)

R. BAXTER

Witness

ARTHUR OLD

Name of Witness (print)

THE COMMON SEAL of **KALANA PTY LTD** ACN 008 115 179 was hereunto affixed in accordance with its articles of association:

COMMON SEAL KALANA PTY. LTD. A.C.N. 008 115 176

Signature of authorised person

Signature of authorised person

DIRECTOR

Office held

SECRETARY

Office held

R.D. MOORE

Name of authorised person (Block letters)

M.E. MURPHY

Name of authorised person (Block letters)

(Mitcham.889)

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Form B. Insert type of document here... APPLICATION TO REGISTER LAND MANAGEMENT AGREEMENT PURSUANT TO THE DEVELOPMENT ACT 1993

8801033 94 Maitland Broughton

TO: THE REGISTRAR GENERAL

CITY OF MITCHAM of 131 Belair Road Torrens Park 5062 does pursuant to the provisions of Section 57(5) of the Development Act 1993 HEREBY APPLY FOR THE REGISTRATION of the attached Land Management Agreement pursuant to the provisions of Section 57 of the said Act which said Land Management Agreemnet is dated the day of 1994 and made between CITY OF MITCHAM of the first part, ROBERT BRIAN BAXTER and JENNIFER MARGARET BAXTER of 52 Maitland Avenue, Mitcham of the second part and KALANA PTY LTD ACN 008 115 179 of 10 Greenhill Road Wayville of the thrid part which agreement binds the land comprised in Certificates of Title Register Book Volume 5068 Folio 751 and Volume 2408 Folio 128.

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

.....
Mayor

.....
Town Clerk

SIGNED by the said ROBERT BRIAN BAXTER and JENNIFER MARGARET BAXTER in the presence of:-

.....

.....

.....

THE COMMON SEAL of KALANA PTY LTD ACN 008 115 179 was hereunto affixed in accordance with its articles of association:

COMMON SEAL KALANA PTY. LTD. A.C.N. 008 115 176

.....
Signature of authorised person

DIRECTOR
.....
Office held

R.D. MOORE
.....
Name of authorised person
(Block letters)

.....
Signature of authorised person

SECRETARY
.....
Office held

M.E. MURPHY
.....
Name of authorised person
(Block letters)

Appeared before me at the day of 199
the applicant(s), within described, the party(ies) executing the within instrument, being a person(s) well known to me and did freely and voluntarily sign the same.

(Signed) .....

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8369671

Series No.	Prefix
1.	AG

8369671A

1.

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

FORM APPROVED BY THE REGISTRAR-GENERAL

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1886

Solicitor/~~Licensed Land Broker/Applicant~~

RAY KATKIN / George Mavros

BELOW THIS LINE FOR OFFICE USE ONLY

Date ~~1 MAY 1996~~		Time ~~12.50~~	
26 SEP 1997		FEES	14.55
R.G.O.	POSTAGE	ADVERT	NEW C.T.
~~6676~~			

EF $46

10 FEB 1998

230

EXAMINATION

CORRECTION	PASSED
RN 23 ~~14-10-97~~ ~~25-7-95~~ 29.10.97	

BELOW THIS LINE FOR AGENT USE ONLY

Lodged by: ~~MMTP~~ DUSA

Correction to: ~~MMTP~~ DUSA

AGENT CODE (230), (230)

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

1. CT 5263/371
2. 5247/862 - UA 9-2-98
3.
4.
5.

Assessor

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

1.
2.
3.
4.
5.

Rejected / - Re lodged

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

ITEM CT/CL REF.	AGENT CODE
~~CT's~~	~~DUSA (230)~~
5263/367-372.	MIEL
5247/862.	Bellevale

SPSA 008028

©

REGISTERED 18 FEB 1998

REGISTRAR-GENERAL

Form B.2 Insert type of document here... APPLICATION TO REGISTER LAND MANAGEMENT AGREEMENT PURSUANT TO THE DEVELOPMENT ACT 1993

TO: THE REGISTRAR GENERAL

COMMISSIONER of STAMPS

CITY OF MITCHAM of 131 Belair Road Torrens Park 5062 does pursuant to the provisions of Section 57(5) of the Development Act 1993 HEREBY APPLY FOR THE REGISTRATION of the attached Land Management Agreement pursuant to the provisions of Section 57 of the said Act which said Land Management Agreement is dated the 28th day of September 1994 and made between CITY OF MITCHAM of the first part ROBERT BRIAN BAXTER and JENNIFER MARGARET BAXTER of 52 Maitland Avenue, Mitcham of the second part and KALANA PTY LTD ACN 008 115 179 of 10 Greenhill Road Wayville of the third part which agreement binds the land comprised in Certificates of Title Register Book Volume 5068 Folio 175[illegible] and Volume 5408 Folio 128, 367 to 372 inclusive and which agreement relates to the management of the said land pursuant to Section 57(2) of the Development Act 1993

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

.....
Mayor

.....
Town Clerk

SIGNED by the said ROBERT BRIAN BAXTER and JENNIFER MARGARET BAXTER in the presence of:-

.....
J.P.

.....

.....

THE COMMON SEAL of KALANA PTY LTD ACN 008 115 179 was hereunto affixed in accordance with its articles of association:

COMMON SEAL
KALANA
PTY. LTD.
A.C.N. 008 115 176

.....
Signature of authorised person

DIRECTOR
.....
Office held

R.D. MOORE
.....
Name of authorised person
(Block letters)

.....
Signature of authorised person

SECRETARY
.....
Office held

M.E. MURPHY
.....
Name of authorised person
(Block letters)

Appeared before me at Mitcham the 4 day of April 1995 the applicant(s), within described, the party(ies) executing the within instrument, being a person(s) well known to me and did freely and voluntarily sign the same.

(Signed) .....
J.P.

Document Set ID: 5483317

THIS AGREEMENT is made on 1 April 1995

BETWEEN

CITY OF MITCHAM
of 131 Belair Road, Torrens Park
in the State of South Australia **(the City)**

AND

KALANA PTY LTD ACN 008 115 179
of 10 Greenhill Road, Wayville
in the State of South Australia **(Kalana)**

AND

ROBERT BRIAN BAXTER AND JENNIFER MARGARET BAXTER
of 52 Maitland Avenue, Mitcham
in the State of South Australia **(Baxter)**

RECITALS

A. Baxter is the registered Owner of the land comprised in Certificate of Title Register Book Volume ~~5068~~ 5881 Folio ~~751~~ 362 being the land situate at Broughton Avenue, Mitcham in the said State (the Baxter land).

B. Kalana is the registered Owner of the land comprised in Certificate of Title Register Book Volume ~~2408~~ 5763 Folio ~~128~~ 369 & 377 being the land situate at the corner of Maitland Street and Fullarton Road, Mitcham in the said State (the Kalana land). Baxter was previously the owner of the Kalana land.

C. The Baxter land and Kalana land are situate in the area of the City.

D. Kalana (or its related corporation Moore Corporation Pty Ltd ACN 007 665 018) and Baxter entered into an Agreement in relation to the sale and purchase of the Kalana land and the redevelopment of the Baxter land including Kalana and/or Moore Corporation erecting a dwelling on the back of the land.

E. By Development Application No. 080/D033/94 dated 7 June 1994 Moore Corporation applied to the City to divide the Kalana land to create 6 allotments. By Decision Notification Form dated 23 September 1994 the City granted consent to the application (the land division consent).

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F. By Development Application No. 080/1074/93 registered on 27 September 1993 (the Application) Baxter applied to the City to establish 6 semi-detached dwellings on the Kalana land and one detached dwelling on the Baxter land. By Planning Decision Notification dated 20 October 1993 the City granted consent to the application subject to conditions. By Variation Application made in October 1994 application was made to the City to vary the terms of that Consent. On 21 November the City granted consent to the Variation Application (collectively called the dwellings consent).

G. Kalana proposes to implement the land division consent and divide the Kalana land to create 6 allotments and also to implement the dwellings consent and to construct 6 semi-detached dwellings on the Kalana land with the intent that each of the 6 semi-detached dwellings will be separately sold each with their own title and to also implement the dwellings consent for the purpose of establishing a detached dwelling on the Baxter land for the benefit of Baxter.

H. It is necessary that portion of the Baxter land marked X on the attached plan be used to gain access to the Kalana land both during the construction of all works associated with implementing the dwellings consent (and the land division consent) and to gain access to each of the dwellings to be established on the Baxter land. Baxter has agreed to grant to Kalana (and any other person acquiring ownership of any portion of the Kalana land) a free and unrestricted right of way over the area marked X on the said plan.

I. The parties have agreed to enter into this Agreement pursuant to Section 57 of the Development Act for the purpose of managing the land and having the Agreement noted on the relevant Titles to the Baxter land and the Kalana land.

OPERATIVE PART

The City, Baxter and Kalana agree as follows:

1 INTERPRETATION

1.1 Definitions

In this document unless the context otherwise requires:

"The Act" shall mean the Development Act 1993.

"Baxter land" means the present owner of the land contained in Certificate of Title Register Book Volume ~~5068~~ 5247 Folio ~~751~~ 562 or any person(s) and/or company(ies) from time to time being registered or entitled to be registered as the proprietor(s) of an estate in fee simple in the Baxter land or any portion thereof.

"the City" means the City of Mitcham and for the purpose of clauses 10, 11 and 12.

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the City may include a "Management Authority".

"Kalana land" means Kalana Pty Ltd ACN 008 115 179 and its successors and any person(s) and/or company(ies) from time to time being registered or entitled to be registered as the proprietor(s) of an estate in fee simple in the Kalana land or any portion thereof.

"The land" means both the Baxter land and the Kalana land or any portion thereof as the case may be.

"Management Authority" means any authority or person appointed pursuant to clause 5.

"Owner" means the present owner or any person(s) and/or company(ies) from time to time being registered or entitled to be registered as the proprietor(s) of an estate in fee simple in the Baxter land or any portion thereof and the Kalana land or any portion thereof as the case may be.

2 CONSTRUCTION OF DWELLINGS

Kalana shall construct the 6 semi-detached dwellings on the Kalana land and a detached dwelling on the Baxter land in strict accordance with the plans approved by the City pursuant to the dwellings consent unless the City agrees in writing to allow a variation to the plans.

3 CONSTRUCTION AND MAINTENANCE OF "COMMON AREAS"

Subject to any agreement between Kalana and/or Moore Corporation and Baxter, Kalana shall establish at its own cost on both the Baxter land and the Kalana land (as the case may be) within the area bounded in red on the attached plan (the common areas):-

3.1 All hard surfaced areas including all driveway areas in accordance with the plans forming part of the dwellings consent.

3.2 All car parking areas.

3.3 All landscaping including a suitable system for the maintenance and irrigation of the landscaping.

3.4 Suitable and appropriate lighting.

4 ONGOING COSTS AND MAINTENANCE OF "COMMON AREAS"

4.1 Kalana shall establish or cause to be established in a suitable location and at

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its own cost appropriate facilities including meters for:-

4.1.1 electricity

4.1.2 water

to measure electricity and water used exclusively within the common areas.

4.2 The registered owners from time to time of the Baxter land and the Kalana land shall wholly be responsible for any charges levied for electricity and water used in the common areas in proportion to the number of dwellings or allotments owned by any such owner that is to say the owner of each of the total of the 7 dwellings to be established in accordance with the dwellings consent shall pay $^1/_7$ of the costs for electricity and water (and any service charges (if any) levied by any management company appointed should Clause 5).

4.3 Each of the said owners shall also pay for all costs associated with the maintenance of the common areas including but not limited to all maintenance of the hard surfaced areas and the ongoing maintenance of the landscaped areas including any charges levied by any contractor. Each owners share of such costs shall be in the same proportion as provided in Clause 4.2.

5 APPOINTMENT OF MANAGEMENT AUTHORITY

5.1 Kalana may in its sole discretion appoint a suitably qualified authority to act as the management authority for the purpose of managing the common areas and recovering from the owners of the land any and all costs associated with the common areas in accordance with Clause 4 hereof.

5.2 In making such an appointment Kalana may agree to allow any such authority to be entitled to render a fee whether on a percentage basis or otherwise for providing its service and performing its duties pursuant to Clause 5.1.

5.3 In the event that any or all of the owners fail to meet their share of the costs associated with the common areas, the management authority may make payment of that owner(s) share of the costs and then recover those costs from the owner(s) together with interest thereon at a rate to be determined by the management authority.

5.4 In the event that Kalana appoints a management authority and then ceases to have any interest in the land, the owners of the land may terminate the appointment of the management authority initially appointed by Kalana and appoint either another management authority or appoint one of the owners to perform the same role as the management authority as long as at least 5 owners of the 7 dwellings/allotments agree to such termination and

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appointment.

6 AMENDMENTS/CHANGES TO 6 SEMI-DETACHED DWELLINGS

6.1 Kalana will develop the 6 semi-detached dwellings in strict accordance with the plans approved by the City pursuant to the dwellings consent unless otherwise varied in writing by the City.

6.2 The owner of each semi-detached dwelling must maintain that dwelling in good repair and carry out any work ordered by the City or any other public authority in respect of that dwelling. Further, the owner must keep the dwelling in a clean and tidy condition.

6.3 An owner shall not without the consent of all of the other owners of the semi-detached dwellings:-

6.3.1 In any way alter the external appearance, including the roof, of their semi-detached dwelling including altering the external colours of the dwelling.

6.3.2 Cover or in any other way decorate the external appearance of the dwelling so as to substantially change the appearance of the dwelling.

6.3.3 Not to make any addition or erection including an addition in the nature of a shade house, tool shed/garden shed, pergola etc visible from any part of the common areas or from a public street.

6.3.4 Demolish or remove any dwelling or structure established in accordance with the dwellings consent.

7 LEASE OR LICENCE TO OCCUPY DWELLING

An owner shall not grant any lease, licence, easement or other right of any nature whatsoever which may give any person the right to possession or control or entry upon the land or any portion thereof upon any terms whatsoever unless such grant shall be expressed in writing and shall contain as an essential term thereof a covenant by the grantee not to do or omit to do or suffer or permit any other person to do or omit to do any act, matter or thing upon the land which would constitute a breach of the provisions of this Agreement if such act, matter or thing were done or omitted to be done by the owner.

8 ADDITIONAL REQUIREMENTS

The requirements of this agreement are at all times to be construed as additional to the requirements of the Act and any other legislation affecting development of the

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land.

9 RIGHT OF INSPECTION

The City and any employee or agent of the City authorised by the City may at any reasonable time enter into and upon the land for the purpose of:-

9.1 Inspecting the land and any building on the land.

9.2 Exercising any other powers of the City under this agreement.

10 NOTICE TO REMEDY

10.1 If the Owner is in breach of this agreement the City may by notice in writing served on the Owner require the Owner to remedy the breach within such time nominated by the City in the notice (being not less than 14 days of the date of the service of the notice) and if the Owner fails to remedy the breach, the City or its servants or agents may carry out the requirements of the notice and in so doing perform any necessary works upon the land and recover any costs thereby incurred from the Owner as a debt due and owing to the City.

10.2 The City may in its absolute discretion delegate to any management authority or any other person appointed pursuant to Clause 5 any of its powers pursuant to this clause.

11 RIGHT TO REMOVE

If in a notice referred to in the preceding paragraph the City (or any management authority) requires removal of anything from the land which may include but shall not be limited to a building or material of any kind the City and its servants or agents are hereby authorised and empowered by the Owner to remove the said thing or things from the land and dispose of it or them in any manner determined by the City PROVIDED THAT if the said thing or things shall have any monetary value then the City shall use its best endeavours to realise that monetary value and shall after the disposal account to the Owner and pay to it the realised value less all expenses reasonably incurred by the City in such removal and disposal.

12 DELEGATION

The City may delegate any of the City's powers under this agreement to any person.

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13 GIVING OF NOTICE

A notice shall for the purpose of this agreement be properly served on the Owner if it is:-

(i) posted to the Owner's last address known to the City in which event it will be deemed to have been received on the day after posting,

(ii) affixed to a prominent position on the land.

14 REGISTRATION

14.1 The City requests that this agreement be registered on the land comprised in the Certificates of Title Register Book Volume 5068 Folio 751, Volume 2408 Folio 128.

14.2 The cost of registration and the cost of preparation of this agreement shall be borne by Kalana Pty Ltd.

14.3 Each party hereto shall do all things necessary to ensure that this agreement is registered and a memorial thereof is entered on the said Certificates of Title pursuant to the provisions of Section 57 of the Act in priority to any other document.

15 ENTIRE AGREEMENT AND ACCURACY OF RECITALS

15.1 This agreement contains the whole of the agreement between the parties in respect of the matters referred to in this agreement and any variation to the agreement shall be in writing and attested to by the parties in writing.

15.2 The City, Kalana and Baxter acknowledge that the Recitals are true and accurate and agree that they form part of this agreement.

16 WAIVER

The City may waive compliance by the owner with the whole or any part of the obligations on the owners' part herein contained provided that no such waiver shall be effective unless expressed in writing and signed by the City.

17 AMENDMENT

This Deed may not be varied or amended except by a Supplementary Deed signed by the City and the owner.

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18 RESCISSION/REMOVAL OF THIS AGREEMENT

This Agreement shall not be rescinded nor shall any application be made to remove the agreement from the relevant Certificate of Title of the land unless at least 5 of the 7 owners of the dwellings to be established pursuant to the dwellings consent, consent in writing to the said rescission and/or removal of this agreement from the relevant Certificate of Title.

19 SEVERANCE

19.1 If a provision of this agreement is void or voidable or unenforceable but would not be void or voidable or unenforceable if it were read down and is capable of being read down it shall be read down accordingly.

19.2 If not withstanding sub-clause 19.1 hereof, a provision of this agreement is still void or voidable or unenforceable:-

(i) if the provision would not be void or voidable or unenforceable as aforesaid if a word or words were omitted therefrom, that word or those words (as the case may be) are hereby severed;

(ii) if necessary, the whole provision is hereby severed; and

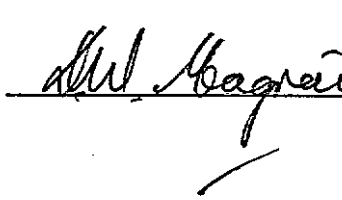
the remainder of this agreement has full force and effect.

EXECUTED unconditionally by the parties as an agreement pursuant to the provisions of Section 57 of the Development Act 1993.

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



Mayor



Town Clerk

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SIGNED by **ROBERT BRIAN BAXTER AND MARGARET BAXTER** in the presence of: JENNIFER)

Witness

ARTHUR OLD

Name of Witness (print)

THE COMMON SEAL of **KALANA PTY LTD** ACN 008 115 179 was hereunto affixed in accordance with its articles of association:

COMMON SEAL
KALANA
PTY. LTD.
A.C.N. 008 115 176

Signature of authorised person

Signature of authorised person

DIRECTOR

Office held

SECRETARY

Office held

R.D. MOORE

Name of authorised person
(Block letters)

M.E. MURPHY

Name of authorised person
(Block letters)

(Mitcham.889)

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080/1074A/93

CITY OF MITCHAM

P.O. Box 21, Kingswood 5062. Telephone 272 8888

PLANNING DECISION NOTIFICATION

SOUTH AUSTRALIA PLANNING ACT, 1982 — Regulation 41
Development Control Regulations — Sixth Schedule

Development Number
080/1074/93
Assessment Number
800003007
Application Dated
14/10/93
Registered On
27/09/93

To.

B BAXTER
C/- BONE & TONKIN PLANNERS
17 HUTT STREET
ADELAIDE SA 5000

Location of Proposed Development: LOT 140 22 BROUGHTON AVENUE MITCHAM SA 5062

Nature of Proposed Development: 6 SEMI-DETACHED & 1 DETACHED DWELLING

In respect of this proposed development you are informed that consent is granted subject to (6) conditions

Date of Decision 18/10/93

Conditions:—

1. Development is to take place in accordance with the plans numbered G3.117SK1, SK2, SK3 prepared by Burdon and Lelliot relating to Development Application Number 080/1074/93.

2. Roof stormwater disposal is to be via a sealed 90mm PVC drain discharging into the adjacent street gutter. Pipes under Council footpath shall be concrete or steel, not PVC.

   Allotments on the low side of the street shall dispose of stormwater to the satisfaction of Council, details shall be provided and approved prior to that stage of work commencing.

3. All car parking areas, driveways (including cross-overs) and vehicle manoeuvring areas shall be constructed, sealed and drained in accordance with sound engineering practice prior to the occupation or use of the development herein approved.

4. The driveways (including cross-overs) parking area and vehicle manoeuvring areas will be maintained in good and substantial condition at all times by the owners/occupiers of the seven (7) dwellings.

5. The car parking bays provided be suitably linemarked or delineated and that the linemarking or delineation of the bays be maintained thereafter in good and reasonable condition at all times.

...../2

..... representation(s) from third parties concerning your proposal were received.

If there were third party representations, any consent or consent with conditions does not operate until the periods specified on the back of the original of this form have expired. Reasons for this decision, any conditions imposed, and the reasons for imposing those conditions, are set out above. Please also refer to the information on the back of this form about appeal rights and operation of consent.

.....

Town Clerk, Manager Environmental Services

Date: 20/10/93

*PLEASE READ THE INFORMATION ON THE BACK OF THIS FORM

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Conditions:

6. Landscaping as detailed in the application for development shall be planted prior to the occupation of the development and shall be maintained in good and reasonable condition at all times. Any such landscaping shall be replaced if it dies or becomes seriously diseased.

.....
DIRECTOR ENVIRONMENTAL SERVICES

Date: 20/10/93

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Data Extract for Section 7 search purposes

Valuation ID 0814181752

Data Extract Date: 15/03/2024

Parcel ID: D42521 A2

Certificate Title: CT5263/368

Property Address: UNIT 2 22A BROUGHTON AV MITCHAM SA 5062

Zones
Suburban Neighbourhood (SN)

Subzones
No

Zoning overlays

Overlays
Airport Building Heights (Regulated) (All structures over 30 metres)

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

Advertising Near Signalised Intersections

The Advertising Near Signalised Intersections Overlay seeks to ensure advertising near signalised intersections does not pose an unacceptable risk to pedestrian or road safety.

Hazards (Flooding - Evidence Required)

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

Prescribed Wells Area

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

Regulated and Significant Tree

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

Stormwater Management

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

Traffic Generating Development

The Traffic Generating Development Overlay aims to ensure safe and efficient vehicle movement and access along urban transport routes and major urban transport routes.

Urban Transport Routes

The Urban Transport Routes Overlay seeks to ensure safe and efficient vehicle movement and access along urban transport routes.

Urban Tree Canopy

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

Is 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).

(Council input required)

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

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

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

Associated Development Authorisation Information

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

No

Land Management Agreement (LMA)

- 8369671

SA Water

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
08 14181 75 2	CT5263368	15/3/2024	7836	2551295

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: J F & K A IOVINO
Location: U2 22A BROUGHTON AVE MITCHAM UNIT 2
Description: 7H D/G
Capital Value: $ 970 000
Rating: Residential

Periodic charges

Raised in current years to 31/3/2024

				$
		Arrears as at: 30/6/2023	:	0.00
Water main available:	31/1/1995	Water rates	:	222.60
Sewer main available:	1/4/1995	Sewer rates	:	446.70
		Water use	:	252.80
		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	:	922.10CR
		Balance outstanding	:	0.00

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

Next quarterly charges: Water supply: 74.20 Sewer: 148.90 Bill: 15/5/2024

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

The last Water Use Year ended on 08/05/2023.

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

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

SA Water

South Australian Water Corporation

Name:
J F & K A IOVINO

Water & Sewer Account
Acct. No.: 08 14181 75 2 Amount: _____

Address:
U2 22A BROUGHTON AVE MITCHAM
UNIT 2

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	0814181752

BPAY

Biller code: 8888
Ref: 0814181752

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: 0814181752

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: 2551295

DATE OF ISSUE
14/03/2024

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

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

OWNERSHIP NUMBER
10662577

OWNERSHIP NAME
J F & K A IOVINO

PROPERTY DESCRIPTION
2 / 22A BROUGHTON AVE / MITCHAM SA 5062 / UNIT 2

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R4	RE
0814181752	CT 5263/368	$970,000.00	1.000	0.400

LEVY DETAILS:

FINANCIAL YEAR
2023-2024

FIXED CHARGE	$	50.00
+ VARIABLE CHARGE	$	392.65
- REMISSION	$	246.00
- CONCESSION	$	0.00
+ ARREARS / - PAYMENTS	$	-196.65
= 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 **12/06/2024**

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: 2551295

DATE OF ISSUE
14/03/2024

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

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

OWNERSHIP NAME
J F & K A IOVINO

FINANCIAL YEAR
2023-2024

PROPERTY DESCRIPTION
2 / 22A BROUGHTON AVE / MITCHAM SA 5062 / UNIT 2

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
0814181752	CT 5263/368	$580,000.00	0.0419 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 **12/06/2024**

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

8369671

Series No.	Prefix
1.	AG

8369671A

1.

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

FORM APPROVED BY THE REGISTRAR-GENERAL

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1886

Solicitor/~~Licensed Land Broker~~/Applicant

RAY CARMAN / George Mavros

BELOW THIS LINE FOR OFFICE USE ONLY

Date ~~1 MAY 1997~~	Time ~~15:50~~
26 SEP 1997	FEES 14.55

R.G.O.	POSTAGE	ADVERT	NEW C.T.
~~6676~~			

EF $46

10 FEB 1998

230

EXAMINATION

EX 30

CORRECTION	PASSED
RN 23 ~~14-10-97~~ ~~25-7-98~~ 29-10-97	

BELOW THIS LINE FOR AGENT USE ONLY

Lodged by: ~~MAC~~ DUSA (230)

Correction to: ~~MAC~~ DUSA (230)

AGENT CODE

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

1. CT 5263/371
2. 5247/862 - UA 9-2-98
3.
4.
5.

Assessor

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

1.
2.
3.
4.
5.

Rejected / - Re lodged

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

ITEM CT/CL REF.	AGENT CODE
~~CT's~~	~~DUSA (230)~~
5263/367-372.	MIEL
~~5247~~/862.	Lblewells

SPSA 006028

©

REGISTERED 18 FEB 1998

REGISTRAR-GENERAL

Form B.2

Insert type of document here... APPLICATION TO REGISTER LAND MANAGEMENT AGREEMENT PURSUANT TO THE DEVELOPMENT ACT 1993

TO: THE REGISTRAR GENERAL

COMMISSIONER of STAMPS

CITY OF MITCHAM of 131 Belair Road Torrens Park 5062 does pursuant to the provisions of Section 57(5) of the Development Act 1993 HEREBY APPLY FOR THE REGISTRATION of the attached Land Management Agreement pursuant to the provisions of Section 57 of the said Act which said Land Management Agreement is dated the 28th day of March 1995 and made between CITY OF MITCHAM of the first part ROBERT BRIAN BAXTER and JENNIFER MARGARET BAXTER of 52 Maitland Avenue, Mitcham of the second part and KALANA PTY LTD ACN 008 115 179 of 10 Greenhill Road Wayville of the third part which agreement binds the land comprised in Certificates of Title Register Book Volume 5068 Folio 128 and Volume 5408 Folio 367 and which agreement relates to the management of the said land pursuant to Section 57(2) of the Development Act 1993.

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

.....
Mayor

.....
Town Clerk

SIGNED by the said ROBERT BRIAN BAXTER and JENNIFER MARGARET BAXTER in the presence of:-)

.....
J.P.

.....

THE COMMON SEAL of KALANA PTY LTD ACN 008 115 179 was hereunto affixed in accordance with its articles of association:)

COMMON SEAL
KALANA
PTY. LTD.
A.C.N. 008 115 176

.....
Signature of authorised person

DIRECTOR
.....
Office held

R.D. MOORE
.....
Name of authorised person
(Block letters)

.....
Signature of authorised person

SECRETARY
.....
Office held

M.E. MURPHY
.....
Name of authorised person
(Block letters)

Appeared before me at Mitcham the 4 day of April 1995 the applicant(s), within described, the party(ies) executing the within instrument, being a person(s) well known to me and did freely and voluntarily sign the same.

(Signed) .....
J.P.

THIS AGREEMENT is made on 1 April 1995

BETWEEN

CITY OF MITCHAM
of 131 Belair Road, Torrens Park
in the State of South Australia **(the City)**

AND

KALANA PTY LTD ACN 008 115 179
of 10 Greenhill Road, Wayville
in the State of South Australia **(Kalana)**

AND

ROBERT BRIAN BAXTER AND JENNIFER MARGARET BAXTER
of 52 Maitland Avenue, Mitcham
in the State of South Australia **(Baxter)**

RECITALS

A. Baxter is the registered Owner of the land comprised in Certificate of Title Register Book Volume ~~5068~~ 5847 Folio ~~751~~ 367 being the land situate at Broughton Avenue, Mitcham in the said State (the Baxter land).

B. Kalana is the registered Owner of the land comprised in Certificate of Title Register Book Volume ~~2408~~ 5763 Folio ~~128~~ 369 & 377 being the land situate at the corner of Maitland Street and Fullarton Road, Mitcham in the said State (the Kalana land). Baxter was previously the owner of the Kalana land.

C. The Baxter land and Kalana land are situate in the area of the City.

D. Kalana (or its related corporation Moore Corporation Pty Ltd ACN 007 665 018) and Baxter entered into an Agreement in relation to the sale and purchase of the Kalana land and the redevelopment of the Baxter land including Kalana and/or Moore Corporation erecting a dwelling on the back of the land.

E. By Development Application No. 080/D033/94 dated 7 June 1994 Moore Corporation applied to the City to divide the Kalana land to create 6 allotments. By Decision Notification Form dated 23 September 1994 the City granted consent to the application (the land division consent).

F. By Development Application No. 080/1074/93 registered on 27 September 1993 (the Application) Baxter applied to the City to establish 6 semi-detached dwellings on the Kalana land and one detached dwelling on the Baxter land. By Planning Decision Notification dated 20 October 1993 the City granted consent to the application subject to conditions. By Variation Application made in October 1994 application was made to the City to vary the terms of that Consent. On 21 November the City granted consent to the Variation Application (collectively called the dwellings consent).

G. Kalana proposes to implement the land division consent and divide the Kalana land to create 6 allotments and also to implement the dwellings consent and to construct 6 semi-detached dwellings on the Kalana land with the intent that each of the 6 semi-detached dwellings will be separately sold each with their own title and to also implement the dwellings consent for the purpose of establishing a detached dwelling on the Baxter land for the benefit of Baxter.

H. It is necessary that portion of the Baxter land marked X on the attached plan be used to gain access to the Kalana land both during the construction of all works associated with implementing the dwellings consent (and the land division consent) and to gain access to each of the dwellings to be established on the Baxter land. Baxter has agreed to grant to Kalana (and any other person acquiring ownership of any portion of the Kalana land) a free and unrestricted right of way over the area marked X on the said plan.

I. The parties have agreed to enter into this Agreement pursuant to Section 57 of the Development Act for the purpose of managing the land and having the Agreement noted on the relevant Titles to the Baxter land and the Kalana land.

OPERATIVE PART

The City, Baxter and Kalana agree as follows:

1 INTERPRETATION

1.1 Definitions

In this document unless the context otherwise requires:

"The Act" shall mean the Development Act 1993.

"Baxter land" means the present owner of the land contained in Certificate of Title Register Book Volume ~~5068~~ 5241 Folio ~~751~~ 562 or any person(s) and/or company(ies) from time to time being registered or entitled to be registered as the proprietor(s) of an estate in fee simple in the Baxter land or any portion thereof.

"the City" means the City of Mitcham and for the purpose of clauses 10, 11 and 12.

the City may include a "Management Authority".

"Kalana land" means Kalana Pty Ltd ACN 008 115 179 and its successors and any person(s) and/or company(ies) from time to time being registered or entitled to be registered as the proprietor(s) of an estate in fee simple in the Kalana land or any portion thereof.

"The land" means both the Baxter land and the Kalana land or any portion thereof as the case may be.

"Management Authority" means any authority or person appointed pursuant to clause 5.

"Owner" means the present owner or any person(s) and/or company(ies) from time to time being registered or entitled to be registered as the proprietor(s) of an estate in fee simple in the Baxter land or any portion thereof and the Kalana land or any portion thereof as the case may be.

2 CONSTRUCTION OF DWELLINGS

Kalana shall construct the 6 semi-detached dwellings on the Kalana land and a detached dwelling on the Baxter land in strict accordance with the plans approved by the City pursuant to the dwellings consent unless the City agrees in writing to allow a variation to the plans.

3 CONSTRUCTION AND MAINTENANCE OF "COMMON AREAS"

Subject to any agreement between Kalana and/or Moore Corporation and Baxter, Kalana shall establish at its own cost on both the Baxter land and the Kalana land (as the case may be) within the area bounded in red on the attached plan (the common areas):-

3.1 All hard surfaced areas including all driveway areas in accordance with the plans forming part of the dwellings consent.

3.2 All car parking areas.

3.3 All landscaping including a suitable system for the maintenance and irrigation of the landscaping.

3.4 Suitable and appropriate lighting.

4 ONGOING COSTS AND MAINTENANCE OF "COMMON AREAS"

4.1 Kalana shall establish or cause to be established in a suitable location and at

its own cost appropriate facilities including meters for:-

4.1.1 electricity

4.1.2 water

to measure electricity and water used exclusively within the common areas.

4.2 The registered owners from time to time of the Baxter land and the Kalana land shall wholly be responsible for any charges levied for electricity and water used in the common areas in proportion to the number of dwellings or allotments owned by any such owner that is to say the owner of each of the total of the 7 dwellings to be established in accordance with the dwellings consent shall pay $^1/_7$ of the costs for electricity and water (and any service charges (if any) levied by any management company appointed should Clause 5).

4.3 Each of the said owners shall also pay for all costs associated with the maintenance of the common areas including but not limited to all maintenance of the hard surfaced areas and the ongoing maintenance of the landscaped areas including any charges levied by any contractor. Each owners share of such costs shall be in the same proportion as provided in Clause 4.2.

5 APPOINTMENT OF MANAGEMENT AUTHORITY

5.1 Kalana may in its sole discretion appoint a suitably qualified authority to act as the management authority for the purpose of managing the common areas and recovering from the owners of the land any and all costs associated with the common areas in accordance with Clause 4 hereof.

5.2 In making such an appointment Kalana may agree to allow any such authority to be entitled to render a fee whether on a percentage basis or otherwise for providing its service and performing its duties pursuant to Clause 5.1.

5.3 In the event that any or all of the owners fail to meet their share of the costs associated with the common areas, the management authority may make payment of that owner(s) share of the costs and then recover those costs from the owner(s) together with interest thereon at a rate to be determined by the management authority.

5.4 In the event that Kalana appoints a management authority and then ceases to have any interest in the land, the owners of the land may terminate the appointment of the management authority initially appointed by Kalana and appoint either another management authority or appoint one of the owners to perform the same role as the management authority as long as at least 5 owners of the 7 dwellings/allotments agree to such termination and

appointment.

6 AMENDMENTS/CHANGES TO 6 SEMI-DETACHED DWELLINGS

6.1 Kalana will develop the 6 semi-detached dwellings in strict accordance with the plans approved by the City pursuant to the dwellings consent unless otherwise varied in writing by the City.

6.2 The owner of each semi-detached dwelling must maintain that dwelling in good repair and carry out any work ordered by the City or any other public authority in respect of that dwelling. Further, the owner must keep the dwelling in a clean and tidy condition.

6.3 An owner shall not without the consent of all of the other owners of the semi-detached dwellings:-

6.3.1 In any way alter the external appearance, including the roof, of their semi-detached dwelling including altering the external colours of the dwelling.

6.3.2 Cover or in any other way decorate the external appearance of the dwelling so as to substantially change the appearance of the dwelling.

6.3.3 Not to make any addition or erection including an addition in the nature of a shade house, tool shed/garden shed, pergola etc visible from any part of the common areas or from a public street.

6.3.4 Demolish or remove any dwelling or structure established in accordance with the dwellings consent.

7 LEASE OR LICENCE TO OCCUPY DWELLING

An owner shall not grant any lease, licence, easement or other right of any nature whatsoever which may give any person the right to possession or control or entry upon the land or any portion thereof upon any terms whatsoever unless such grant shall be expressed in writing and shall contain as an essential term thereof a covenant by the grantee not to do or omit to do or suffer or permit any other person to do or omit to do any act, matter or thing upon the land which would constitute a breach of the provisions of this Agreement if such act, matter or thing were done or omitted to be done by the owner.

8 ADDITIONAL REQUIREMENTS

The requirements of this agreement are at all times to be construed as additional to the requirements of the Act and any other legislation affecting development of the

land.

9 RIGHT OF INSPECTION

The City and any employee or agent of the City authorised by the City may at any reasonable time enter into and upon the land for the purpose of:-

9.1 Inspecting the land and any building on the land.

9.2 Exercising any other powers of the City under this agreement.

10 NOTICE TO REMEDY

10.1 If the Owner is in breach of this agreement the City may by notice in writing served on the Owner require the Owner to remedy the breach within such time nominated by the City in the notice (being not less than 14 days of the date of the service of the notice) and if the Owner fails to remedy the breach, the City or its servants or agents may carry out the requirements of the notice and in so doing perform any necessary works upon the land and recover any costs thereby incurred from the Owner as a debt due and owing to the City.

10.2 The City may in its absolute discretion delegate to any management authority or any other person appointed pursuant to Clause 5 any of its powers pursuant to this clause.

11 RIGHT TO REMOVE

If in a notice referred to in the preceding paragraph the City (or any management authority) requires removal of anything from the land which may include but shall not be limited to a building or material of any kind the City and its servants or agents are hereby authorised and empowered by the Owner to remove the said thing or things from the land and dispose of it or them in any manner determined by the City PROVIDED THAT if the said thing or things shall have any monetary value then the City shall use its best endeavours to realise that monetary value and shall after the disposal account to the Owner and pay to it the realised value less all expenses reasonably incurred by the City in such removal and disposal.

12 DELEGATION

The City may delegate any of the City's powers under this agreement to any person.

13 GIVING OF NOTICE

A notice shall for the purpose of this agreement be properly served on the Owner if it is:-

(i) posted to the Owner's last address known to the City in which event it will be deemed to have been received on the day after posting,

(ii) affixed to a prominent position on the land.

14 REGISTRATION

14.1 The City requests that this agreement be registered on the land comprised in the Certificates of Title Register Book Volume 5068 Folio 751, Volume 2408 Folio 128.

14.2 The cost of registration and the cost of preparation of this agreement shall be borne by Kalana Pty Ltd.

14.3 Each party hereto shall do all things necessary to ensure that this agreement is registered and a memorial thereof is entered on the said Certificates of Title pursuant to the provisions of Section 57 of the Act in priority to any other document.

15 ENTIRE AGREEMENT AND ACCURACY OF RECITALS

15.1 This agreement contains the whole of the agreement between the parties in respect of the matters referred to in this agreement and any variation to the agreement shall be in writing and attested to by the parties in writing.

15.2 The City, Kalana and Baxter acknowledge that the Recitals are true and accurate and agree that they form part of this agreement.

16 WAIVER

The City may waive compliance by the owner with the whole or any part of the obligations on the owners' part herein contained provided that no such waiver shall be effective unless expressed in writing and signed by the City.

17 AMENDMENT

This Deed may not be varied or amended except by a Supplementary Deed signed by the City and the owner.

18 RESCISSION/REMOVAL OF THIS AGREEMENT

This Agreement shall not be rescinded nor shall any application be made to remove the agreement from the relevant Certificate of Title of the land unless at least 5 of the 7 owners of the dwellings to be established pursuant to the dwellings consent, consent in writing to the said rescission and/or removal of this agreement from the relevant Certificate of Title.

19 SEVERANCE

19.1 If a provision of this agreement is void or voidable or unenforceable but would not be void or voidable or unenforceable if it were read down and is capable of being read down it shall be read down accordingly.

19.2 If not withstanding sub-clause 19.1 hereof, a provision of this agreement is still void or voidable or unenforceable:-

(i) if the provision would not be void or voidable or unenforceable as aforesaid if a word or words were omitted therefrom, that word or those words (as the case may be) are hereby severed;

(ii) if necessary, the whole provision is hereby severed; and

the remainder of this agreement has full force and effect.

EXECUTED unconditionally by the parties as an agreement pursuant to the provisions of Section 57 of the Development Act 1993.

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

Mayor

Town Clerk

SIGNED by **ROBERT BRIAN BAXTER AND MARGARET BAXTER**) JENNIFER
in the presence of:)

Witness

ARTHUR OLD

Name of Witness (print)

THE COMMON SEAL of)
KALANA PTY LTD)
ACN 008 115 179 was hereunto)
affixed in accordance)
with its articles of)
association:)

COMMON SEAL
KALANA
PTY. LTD.
A.C.N. 008 115 176

Signature of authorised person

Signature of authorised person

DIRECTOR
Office held

SECRETARY
Office held

R.D. MOORE
Name of authorised person
(Block letters)

M.E. MURRAY
Name of authorised person
(Block letters)

7826376

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

MEMORANDUM OF GRANT OF EASEMENT

FORM APPROVED BY THE REGISTRAR-GENERAL

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1886

~~Solicitor~~/Licensed Land Broker/~~Grantee~~

R. LARKIN

NOTES

1. This form is to be used when creating an easement only. For the simple type of transfer use Form T.1. Use T.2 when portion of the land is being transferred. Use Form T.3 when transferring a lease, encumbrance or mortgage. Use Form T.4 when mortgagee is exercising power of sale.
2. In this panel only state the certificate of title to be subject to this grant. The OPERATIVE CLAUSE will stipulate the rights and liberties and define the portion of the land affected together with the appurtenant land.
3. If tenants in common in unequal shares, then specify shares.
4. If the executing party is a natural person execution should read "SIGNED by the Grantor/Grantee in the presence of.....". The witness must be a disinterested person. If the executing party is a body corporate execution must conform to any prescribed formalities relating to the affixing of the common seal.
5. The short form of proof is applicable where the witness is an authorised functionary.
6. The long form of proof is to be used where the witness is not an authorised functionary. The address and occupation of the witness must be stated.
7. All panels to be completed. If insufficient space use Annexure Form B.1. The panel should then only contain the words "See Annexure A" (or as the case may be) attached.

BELOW THIS LINE FOR OFFICE USE ONLY

Date 15 NOV 1994	Time 12.00
15NOV1994 B180797071 L.T.O.	66.00
FEES	

R.G.O.	POSTAGE	ADVERT	NEW C.T.
66.			

SCANNED 27 FEB 1995

NEW C.T. TO ISSUE for CT 5222/192 together with within easements

See Note 5

Appeared before me at UNLEY SA

the 26TH day of OCTOBER 19 94

the GRANTOR within described the party executing the within instrument, being a person well known to me and did freely and voluntarily sign the same.

Signed.....

ROBERT JOHN WILLIAMS
JUSTICE OF THE PEACE
APPLICATION No. 21052

See Note 6

Appeared before me at

the day of 19

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

Signed.....

EXAMINATION

CORRECTION	PASSED

BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

Lodged by:

Correction to: DUNCAN • SANDE & ASSOC. (DUSA)
92 THE PARADE NORWOOD SA 5067

REF: D26379

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

1. Duplicate CT. 5068/751
2.
3.
4.
5.

Assessor

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

1.
2.
3.
4.
5.

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

ITEM CT/CL REF.	AGENT CODE

SPSA 002072 ©

DATED THIS 26th DAY OF OCTOBER 19 94

EXECUTION (GRANTOR)

EXECUTION AND ATTESTATION (See Note 4)

Signed by the said ROBERT BRIAN BAXTER and JENNIFER MARGARET BAXTER in the presence of:

JUSTICE OF THE PEACE

or

PROCLAIMED BANK MANAGER

ROBERT BRIAN BAXTER

JENNIFER MARGARET BAXTER

GRANTEE-ACCEPTED

The Common Seal of KALANA PTY LTD was hereunto affixed in the presence of:

DIRECTOR

SECRETARY

COMMON SEAL KALANA PTY. LTD. A.C.N. 003 115 176

12 DEC 1994

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

REGISTRAR-GENERAL

7826376

THE GRANTOR ACKNOWLEDGES RECEIPT OF THE CONSIDERATION HEREIN EXPRESSED AND GRANTS TO THE GRANTEE AS THE REGISTERED PROPRIETOR OF THE LAND COMPRISED IN CERTIFICATE OF TITLE BOOK

VOLUME: ~~2408~~ 5222 FOLIO: ~~128~~ 192

AND AS APPURTENANT THERETO:-

Here set forth the rights and liberties being created. Define precisely.

1. An easement for water supply purposes over that portion marked A in F.P. 35924

2. An easement for the transmission of electricity by underground cable over that portion marked A in F.P. 35924

3. An easement for gas supply purposes over that portion marked A in F.P. 35924

4. An easement for drainage purposes over that portion marked A on F.P. 35924

5. An easement for them, their agents, servants and workmen at any time;

   (a) to lay under the surface of the land (described for that purpose in this instrument) ducts, pipes and cables;

   (b) to inspect, alter, maintain, repair and replace those ducts, pipes and cables;

   (c) to use the cables for the purpose or transmitting telephone signals;

   (d) to break the surface or, dig, open up and use the land for any of those purposes;

   and

   (e) to enter the land at any time (if necessary with vehicles and equipment) for any of those purposes, over that portion marked A in F.P. 35924

The Grantee HEREBY COVENANTS with the Grantor in the following manner, namely:-

1. that, upon the completion of any installation, preparation, maintenance or repair works required to be undertaken by the Grantee or their agents, servants or workmen in accordance with the easement(s) so granted, the Grantee shall reinstate or cause to be reinstated the subject land to the state and condition of the land immediately prior to any such installation, preparation, maintenance or repair works being so undertaken.

Form T.5
(See Note 1)

GRANT OF EASEMENT

LAND DESCRIPTION
(See Note 2)

The whole of the land comprised in Certificate of Title Register Book

VOLUME 5068 FOLIO 751

ESTATE AND INTEREST

Estate in Fee Simple

ENCUMBRANCE(S)

Nil

GRANTOR
Full Name and Address

ROBERT BRIAN BAXTER and JENNIFER MARGARET BAXTER both of 52 Maitland Street Mitcham SA 5062

COMMISSIONER OF STAMPS

S.A. STAMP DUTY PAID $1.00
ORIGINAL WITH 0 COPIES
11/11/94 13:08:15 C06189,1
CONSIDERATION / VALUE ($1.00)
CONVEYANCE

CONSIDERATION
In words and figures

No Monetary Consideration. The value of the easement is deemed not to exceed $100-00.

GRANTEE
Full Name and Address
and mode of holding
(See Note 3)

KALANA PTY LTD A.C.N. 008 115 179 of care of 10 Greenhill Road, Wayville SA 5034

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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