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FORM 1

VENDOR/S:

PROPERTY ADDRESS:

9 Southern Myth Drive North Haven SA 5018

T 08 8227 2100
F 08 8352 2103
E forms@metroforms.com.au
642B Grange Rd
Henley Beach SA 5022

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Metro Forms Pty Ltd as t/ee Jola Conveyancing Trust T/A Metro Forms
642B Grange Road Henley Beach SA 5022
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Member of AICSA

FORM 1 - Vendor's Statement

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

Contents

Preliminary
Part A – Parties and land
Part B – Purchaser's cooling off rights and proceeding with the purchase
Part C – Statement with respect to required particulars
Part D – Certificate with respect to prescribed inquiries by registered agent ☑
Schedule

Preliminary

To the purchaser:

The purpose of a statement under section 7 of the *Land and Business (Sale and Conveyancing) Act 1994* is to put you on notice of certain particulars concerning the land to be acquired. If you intend to carry out building work on the land, change the use of the land or divide the land, you should make further inquiries to determine whether this will be permitted. For example, building work may not be permitted on land not connected to a sewerage system or common drainage scheme if the land is near a watercourse, dam, bore or the River Murray and Lakes.

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

PART A – PARTIES AND LAND

1 Purchaser: _____

Address: _____

2 Purchaser's registered agent: _____ ☐

Address: _____

3 Vendor: _____

Address: c/- 9 SOUTHERN MYTH DRIVE NORTH HAVEN SA 5018

4 Vendor's registered agent: KLEMICH REAL ESTATE PTY LTD TRADING AS KLEMICH REAL ESTATE ☑

Address: SUITE 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*]

ALLOTMENT 701 IN DP 62427 IN THE AREA NAMED NORTH HAVEN HUNDRED OF PORT ADELAIDE
BEING THE WHOLE OF THE LAND IN CERTIFICATE OF TITLE VOLUME 6123 FOLIO 150
ALSO KNOWN AS 9 SOUTHERN MYTH DRIVE NORTH HAVEN SA 5018

For exclusive use of Members or Affiliates of SAA

PART B – PURCHASER'S COOLING-OFF RIGHTS AND PROCEEDING WITH THE PURCHASE

To the purchaser:
Right to cool-off (section 5)

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

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

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

2 – Time for service

The cooling-off notice must be served–

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

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

3 – Form of cooling-off notice

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

4 – Methods of service

The cooling-off notice must be–

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

c/- 9 SOUTHERN MYTH DRIVE NORTH HAVEN SA 5018

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

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

SOLD@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:

SUITE 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; or
(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.

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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,

of

c/- 9 SOUTHERN MYTH DRIVE NORTH HAVEN SA 5018

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: 20-06-2024 | 1:27 PM ACST Signed:

Date: 20-06-2024 | 1:57 PM ACST Signed:

PART D – CERTIFICATE WITH RESPECT TO PRESCRIBED INQUIRIES BY REGISTERED AGENT
(section 9) ☑

To the purchaser:

I,

LUISA ALLEN FOR AND ON BEHALF OF METRO FORMS PTY LTD

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

Exceptions:

NIL

Date: 20-06-2024 | 11:28 AM ACST Signed: DocuSigned by: luisa allen 65F4D85BC01B483...

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

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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, <u>but not</u> 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 <u>each</u> 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 <u>all</u> 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.]

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Column 1	Column 2	Column 3
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.]* N/A	***Is this item applicable?***	☐
	Will this be discharged or satisfied prior to or at settlement?	**YES/NO**
	Are there attachments? *If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):* Number of mortgage (if registered): Name of mortgagee:	**YES/NO**
1.2 Easement (whether over the land or annexed to the land) **Note -** "Easement" includes rights of way and party wall rights. ***[Note -*** *Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	***Is this item applicable?***	☑
	Will this be discharged or satisfied prior to or at settlement?	**NO**
	Are there attachments? *If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):* REFER PROPERTY INTEREST REPORT PG 12 OF 13 ATTACHED Description of land subject to easement: PORTION OF THE LAND IN CT 6123/150 Nature of easement: STATUTORY EASEMENT TO SA POWER NETWORKS 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):	**YES**
1.2 Easement (whether over the land or annexed to the land) **Note -** "Easement" includes rights of way and party wall rights. ***[Note -*** *Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	***Is this item applicable?***	☑
	Will this be discharged or satisfied prior to or at settlement?	**NO**
	Are there attachments? *If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):* REFER CERTIFICATE OF TITLE 6123/150 AND RE 7507087 ATTACHED Description of land subject to easement: TOGETHER WITH EASEMENT(S) OVER THE LAND MARKED BT ON DP 36608 (RE 7507087) Nature of easement: FULL AND FREE RIGHT AND LIBERTY 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):	**YES**

FORM 1 - STATEMENT UNDER SECTION 7 *(Land and Business (Sale and Conveyancing) Act 1994)*
Society of Auctioneers and Appraisers (SA) Inc.

Column 1	Column 2	Column 3
1.2 Easement (whether over the land or annexed to the land) **Note -** "Easement" includes rights of way and party wall rights. *[**Note -*** *Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	***Is this item applicable?***	☑
	Will this be discharged or satisfied prior to or at settlement?	**NO**
	Are there attachments?	**YES**
	*If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):* REFER CERTIFICATE OF TITLE 6123/150 AND RE 7165351 ATTACHED Description of land subject to easement: TOGETHER WITH RIGHT(S) OF WAY WITH LIMITATIONS OVER THE LAND MARKED BS ON DP 32591 (RE 7165351) Nature of easement: RIGHT(S) OF WAY 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. The item and its heading must be included in the statement even if not applicable.]*	***Is this item applicable?***	☑
	Will this be discharged or satisfied prior to or at settlement?	**NO**
	Are there attachments?	**YES**
	*If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):* REFER TO CERTIFICATE OF TITLE 6123/150 AND MEMORANDUM OF ENCUMBRANCE 7606578 ATTACHED Nature of restrictive covenant: ENCUMBRANCE Name of person in whose favour restrictive covenant operates: MINISTER FOR TRANSPORT Does the restrictive covenant affect the whole of the land being acquired? YES (If **NO**, give details): Does the restrictive covenant affect land other than that being acquired?	
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.]*	***Is this item applicable?***	☐
	Will this be discharged or satisfied prior to or at settlement?	**YES/NO**
	Are there attachments?	**YES/NO**
	*If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):* N/A Names 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):	

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Column 1	Column 2	Column 3
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.]*	***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):* REFER CITY OF PORT ADELAIDE ENFIELD COUNCIL SEARCH ATTACHED Condition(s) of authorisation: 040/01129/03 - TWO STOREY DETACHED DWELLING REFER CITY OF PORT ADELAIDE ENFIELD COUNCIL SEARCH ATTACHED	
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.]*	***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):* REFER CITY OF PORT ADELAIDE ENFIELD COUNCIL SEARCH ATTACHED Condition(s) of authorisation: 040/2263/08 - VERANDAH ON WESTERN AND SOUTHERN BOUNDARIES REFER CITY OF PORT ADELAIDE ENFIELD COUNCIL SEARCH ATTACHED	
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) N/A *[**Note -*** *Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	***Is this item applicable?***	☐
	Will this be discharged or satisfied prior to or at settlement?	**YES/NO**
	Are there attachments?	**YES/NO**
	*If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):* Nature of condition(s):	

Column 1	Column 2	Column 3
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.]*	***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):* REFER PLANSA DATA EXTRACT CONTAINED IN PORT ADELAIDE ENFIELD COUNCIL SEARCH AND PROPERTY INTEREST REPORT BOTH ATTACHED Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code): ZONES - WATERFRONT NEIGHBOURHOOD (WN) SUBZONES - NO OVERLAYS - Coastal Areas The Coastal Areas Overlay seeks to ensure the conservation of the natural coastal environment, provide for natural coastal processes and recognise and respond to coastal hazards. Defence Aviation Area (All structures over 90 metres) The Defence Aviation Area Overlay seeks to ensure building height does not pose a hazard to the operational and safety requirements of Defence Aviation Areas. Hazards (Flooding - General) The Hazards (Flooding - General) Overlay seeks to minimise impacts of general 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 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 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*	☑ **NO** **YES**

Column 1		Column 2	Column 3
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.]*	***Is this item applicable?*** N/A ***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:	☐ **YES/NO** **YES/NO**

36. Other charges

36.1	**Charge of any kind affecting the land (not included in another item)**	***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):* REFER CITY OF PORT ADELAIDE ENFIELD COUNCIL SEARCH ATTACHED Person or body in whose favour charge exists: CITY OF PORT ADELAIDE ENFIELD Nature of charge: COUNCIL RATES DUE AND PAYABLE Amount of charge (if known): $1,726.25	☑ **YES** **YES**

SCHEDULE – DIVISION 2

OTHER PARTICULARS

(section 7(1)(b))

Particulars of transactions in last 12 months ☑

If the vendor, within 12 months before the date of the contract of sale -

(a) obtained title to the land; or
(b) obtained an option to purchase the land; or
(c) entered into a contract to purchase the land (whether on the vendor's own behalf or on behalf of another),

the vendor must provide the following particulars of all transactions relating to the acquisition of the interest that occurred within that 12 month period:

1 The name and address of each party to the transaction and of each person in whom an interest vested as a result of the transaction:
TRANSFEROR: LIDIA HALL OF 9 SOUTHERN MYTH DR NORTH HAVEN SA 5018
TRANSFEREE: LIDIA HALL OF 9 SOUTHERN MYTH DR NORTH HAVEN SA 5018
REFER COPY OF TRANSFER 14217979 ATTACHED

2 The date and nature of each instrument registered on the certificate of title or, if no such instrument has been registered, the date and nature of each document forming the whole or part of a contract relating to the transaction:
TRANSFER 14217979 - DATED 12TH FEBRUARY 2024

3 Particulars of the consideration provided for the purposes of the transaction:
NIL CONSIDERATION

The above particulars must be provided for <u>each</u> transaction.

FORM 1 - STATEMENT UNDER SECTION 7 *(Land and Business (Sale and Conveyancing) Act 1994)*
Society of Auctioneers and Appraisers (SA) Inc.

Particulars of building indemnity insurance ☑

Note—

Building indemnity insurance is not required for–

(a) domestic building work for which approval under the *Planning, Development and Infrastructure Act 2016*, the repealed *Development Act 1993* or the repealed *Building Act 1971* is or was not required; or
(b) minor domestic building work (see section 3 of the *Building Work Contractors Act 1995*); or
(c) domestic building work commenced before 1 May 1987; or
(d) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* applies under the *Building Work Contractors Regulations 2011*; or
(e) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* has been granted under section 45 of that Act.

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

1 Name(s) of person(s) insured:
BARRY & TERESA SCHRAPEL

2 Name of insurer:
HOME OWNERS WARRANTY PTY LTD

3 Limitations on the liability of the insurer:
REFER TO POLICY

4 Name of builder:
HENLEY ARCH PTY LTD

5 Builder's licence number:
GO146991

6 Date of issue of insurance:
08/04/2003

7 Description of insured building work:
SINGLE DWELLING

Exemption from holding insurance:

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

NO

If **YES**, give details:

(a) Date of the exemption:

(b) Name of builder granted the exemption:

(c) Licence number of builder granted the exemption:

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

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

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ACKNOWLEDGEMENT OF RECEIPT OF FORM 1

The Purchaser acknowledges receipt of the following:

FORM 1 – STATEMENT UNDER SECTION 7 *(Land and Business (Sale and Conveyancing) Act 1994)*

the above being identified by pages numbered **1** to **14** inclusive, together with the following annexures and supporting documents (if any):

FORM R3 Buyers Information Notice

CERTIFICATE OF TITLE 6123/150

CITY OF PORT ADELAIDE ENFIELD COUNCIL SEARCH

PROPERTY INTEREST REPORT

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

LAND TAX CERTIFICATE

SA WATER CERTIFICATE

COPY OF ENCUMBRANCE 7606578

COPY OF RE AND 7507087 & 7165351

COPY OF TRANSFER 14217979

SIGNED BY THE PURCHASER:

Date: _____ Signed: _____

Date: _____ Signed: _____

The Purchaser acknowledges and consents to the parties and their representatives signing the Form 1 by digital and or electronic signatures under *Electronic Communications Act (SA)*.

The Purchaser signing this Acknowledgement signs for all Purchasers and warrants authority to acknowledge the Form 1 for all Purchasers (if more than 1).

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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 recommend 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.

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LAND SERVICES SA

Product	Register Search (CT 6123/150)
Date/Time	07/06/2024 10:32AM
Customer Reference	MF107536
Order ID	20240607002128

REAL PROPERTY ACT, 1886
South Australia

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

REGISTRAR-GENERAL SOUTH AUSTRALIA

Certificate of Title - Volume 6123 Folio 150

Parent Title(s) CT 5899/814

Creating Dealing(s) DDA 12026233D

Title Issued 04/11/2013 **Edition** 7 **Edition Issued** 16/02/2024

Estate Type

FEE SIMPLE

Registered Proprietor

LIDIA HALL
OF 9 SOUTHERN MYTH DRIVE NORTH HAVEN SA 5018
1 / 2 SHARE

DUNCAN JOHN HALL
OF 12 DIANA DRIVE WERRIBEE VIC 3030
1 / 2 SHARE

Description of Land

ALLOTMENT 701 DEPOSITED PLAN 62427
IN THE AREA NAMED NORTH HAVEN
HUNDRED OF PORT ADELAIDE

Easements

TOGETHER WITH EASEMENT(S) OVER THE LAND MARKED BT ON DP 36608 (RE 7507087)

TOGETHER WITH RIGHT(S) OF WAY WITH LIMITATIONS OVER THE LAND MARKED BS ON DP 32591 (RE 7165351)

Schedule of Dealings

Dealing Number	Description
7606578	ENCUMBRANCE TO MINISTER FOR TRANSPORT

Notations

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

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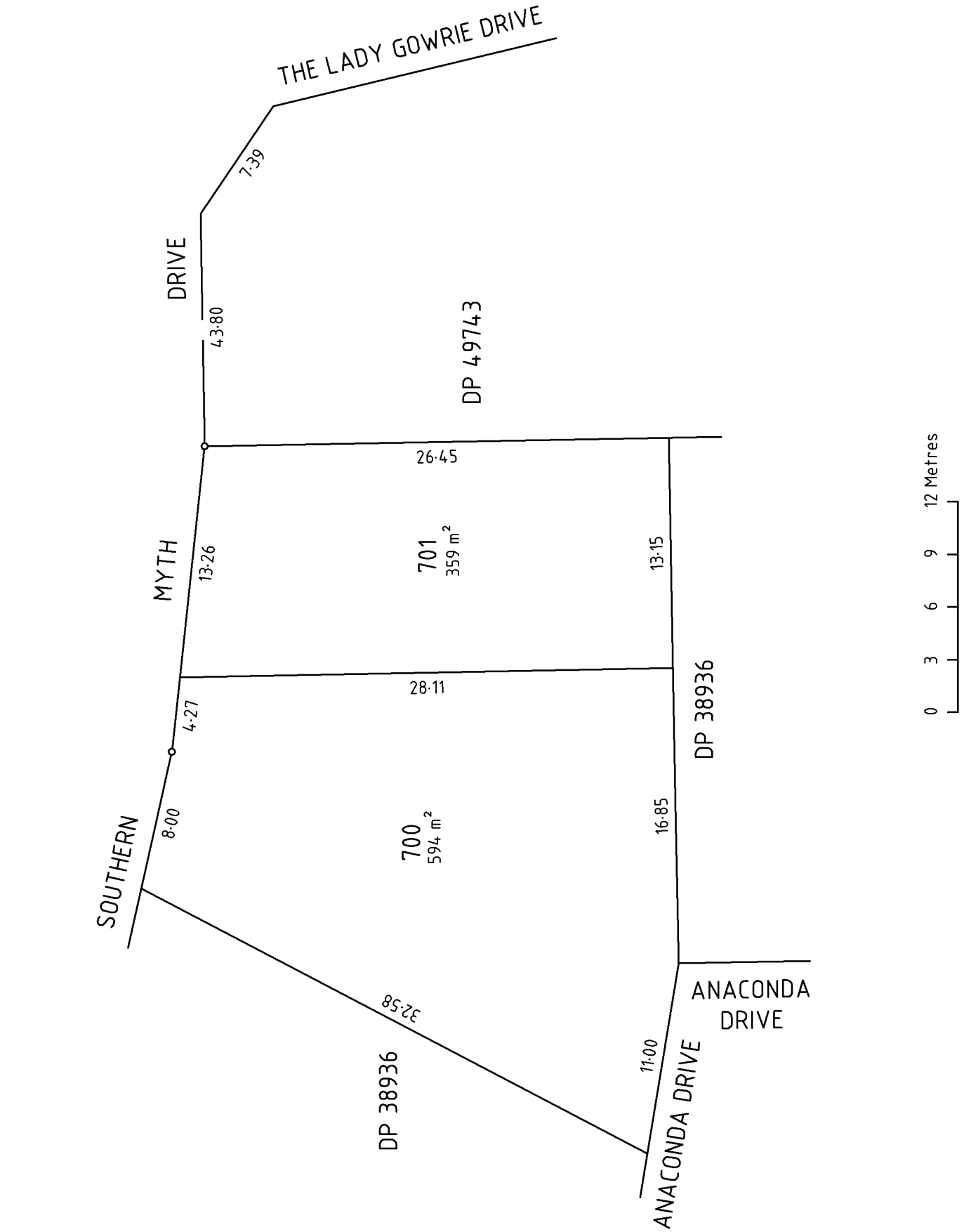
LAND SERVICES SA

Product	Register Search (CT 6123/150)
Date/Time	07/06/2024 10:32AM
Customer Reference	MF107536
Order ID	20240607002128



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LAND SERVICES SA

Product	Title and Valuation Package
Date/Time	07/06/2024 10:32AM
Customer Reference	MF107536
Order ID	20240607002128

Certificate of Title

Title Reference	CT 6123/150
Status	CURRENT
Easement	YES
Owner Number	17224078
Address for Notices	9 SOUTHERN MYTH DR NORTH HAVEN, SA 5018
Area	359m² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

OF 9 SOUTHERN MYTH DRIVE NORTH HAVEN SA 5018
1 / 2 SHARE

1 / 2 SHARE

Description of Land

ALLOTMENT 701 DEPOSITED PLAN 62427
IN THE AREA NAMED NORTH HAVEN
HUNDRED OF PORT ADELAIDE

Last Sale Details

Dealing Reference	TRANSFER (T) 14217979
Dealing Date	12/02/2024
Sale Price	$0
Sale Type	NO MONETARY CONSIDERATION

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
ENCUMBRANCE	7606578	MINISTER FOR TRANSPORT

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
0414971704	CURRENT	9 SOUTHERN MYTH DRIVE, NORTH HAVEN, SA 5018

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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	0414971704
Type	Site & Capital Value
Date of Valuation	01/01/2023
Status	CURRENT
Operative From	01/07/2004
Property Location	9 SOUTHERN MYTH DRIVE, NORTH HAVEN, SA 5018
Local Government	PORT ADELAIDE ENFIELD
Owner Names	DUNCAN JOHN HALL LIDIA HALL
Owner Number	17224078
Address for Notices	9 SOUTHERN MYTH DR NORTH HAVEN, SA 5018
Zone / Subzone	WN - Waterfront Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1100 - House
Description	11H DG RV
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
D62427 ALLOTMENT 701	CT 6123/150

Values

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Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	$375,000	$860,000			
Previous	$320,000	$750,000			

Building Details

Valuation Number	0414971704
Building Style	Georgian
Year Built	2004
Building Condition	Very Good
Wall Construction	Rendered
Roof Construction	Tiled (Terra Cotta or Cement)
Equivalent Main Area	279 sqm
Number of Main Rooms	11

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

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Product	Check Search
Date/Time	07/06/2024 10:32AM
Customer Reference	MF107536
Order ID	20240607002128

Certificate of Title

Title Reference: CT 6123/150

Status: CURRENT

Edition: 7

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 – COUNCIL CHARGES

CITY OF
Port Adelaide Enfield

Metro Forms
103 Henley Beach Road
MILE END SA 5031

Certificate No: Cert06715
Date Issued: 07/06/2024
Valuer-Gen. No: 0414971704
Assessment No: 2843923

Property Owner(s): Mr Duncan J Hall & Mrs Lidia Hall
Property Address: 9 Southern Myth Drive NORTH HAVEN SA 5018
Parcel(s) Description: Allotment 701 D 62427 CT Vol 6123 Folio 150

I certify that the charges set out below were due and payable at the date of the giving of this certificate.

Arrears (Rates/Fines/Interest/Costs) :	0.00
Current Year's Rates :	1,726.25
Less Council Rebate/Remission :	0.00
Less Government Remission :	0.00
Current Year's Fines/Interest :	8.30
Current Year's Adjustments :	0.00
Current Year's Other Charges :	0.00
Less Current Year's Payments :	(1,734.55)
Balance :	$0.00

For adjustment purposes please note:

1. ***Works may be carried out, for which charges will be raised subsequent to this certificate. (See attached notice where applicable)***
2. ***Please note that land that is not currently rateable may have pro-rata rates raised if ownership or usage changes***
3. ***Please note that land currently eligible for a Council Rebate or Remission may be subject to a pro-rata reduction in the amount granted if ownership or usage changes.***

The charges as shown are valid only for the date of the certificate.

The rates are payable in four equal (or approximately equal) instalments payable in the months of September, December, March and June of the fiscal year that the rates are declared. The current year's rates fall due on **1st September 2023; 1st December 2023; 1st March 2024** and **3rd June 2024**. Fines and interest will be added as provided by the *Local Government Act* 1999, as amended.

If settlement occurs within three (3) calendar months from the date of this Certificate, you may check the above details prior to settlement by telephoning the Council and quoting the Assessment No. and the Certificate No. above. Any verbal information provided in relation to the details provided by the Council is not a certificate for the purposes of Section 187 of the Local Government Act 1999.

Where settlement occurs three (3) calendar months or more from the date of this Certificate a new certificate is required.

Chief Executive Officer

Per

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Provision of Prescribed Information

Section 12 *Land and Business (Sale and Conveyancing) Act* 1994

In response to your recent enquiry we advise as follows:

Certificate Number: Cert06715
Address: 9 Southern Myth Drive NORTH HAVEN SA 5018

Council Assessment Number: 2843923

	Prescribed Encumbrance	Other Particulars	
5	**Development Act 1993 (Repealed)**		
5.1	Section 42 - Condition (that continues to apply) of a development authorisation	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? : NO Application ID: 040/01129/03 Application Description: Two Storey Detached dwelling Date of Authorisation: 28 Jul 03 Name of relevant authority that granted authorisation: City of Port Adelaide Enfield Application ID: 040/2263/08 Application Description: verandah on western and southern boundaries Date of Authorisation: 09 Sep 08 Name of relevant authority that granted authorisation: City of Port Adelaide Enfield Application ID: 040/01129/03 Conditions of Authorisation: Refer Attached Application ID: 040/2263/08 Conditions of Authorisation: Refer Attached	YES
5.2	Section 50(1) - Requirement to vest land in a council or the Crown to be held as open space		N/A
5.3	Section 50(2) - Agreement to vest land in a council or the Crown to be held as open space		N/A
5.4	Section 55 - Order to remove or perform work		N/A
5.5	Section 56 - Notice to complete development		N/A
5.6	Section 57 - Land management agreement		N/A
5.8	Section 69 - Emergency order		N/A
5.9	Section 71 - Fire safety notice		N/A
5.10	Section 84 - Enforcement notice		N/A
5.11	Section 85(6), 85(10) or 106 - Enforcement order		N/A
5.13	Part 11 Division 2 - Proceedings		N/A

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)	NO	N/A
10	**Fire and Emergency Services Act 2005**		
10.1	Section 105F (or section 56 or 83 (repealed)) - Notice to action required concerning flammable materials on land		N/A
11	**Food Act 2001**		
11.1	Section 44 - Improvement notice		N/A
11.2	Section 46 - Prohibition order		N/A
15	**Housing Improvement Act 1940 (repealed)**		
15.1	Section 23 - Declaration that house is undesirable or unfit for human habitation		N/A
17	**Land Acquisition Act 1969**		
17.1	Section 10 - Notice of intention to acquire		N/A
20	**Local Government Act 1934 (Repealed)**		
20.1	Notice, order, declaration, charge, claim or demand given or made under the Act		N/A
21	**Local Government Act 1999**		
21.1	Notice, order, declaration, charge, claim or demand given or made under the Act		N/A
22	**Local Nuisance and Litter Control Act 2016**		
22.1	Section 30 - Nuisance or litter abatement notice		N/A
29	**Planning, Development and Infrastructure 2016**		
29.1	Part 5 - Planning and Design Code	Title or other brief description of zone, subzone and overlay and which the land is situated (as shown in the planning and design code) Is the land situated in a designated State Heritage Area? *Please refer to attached document from Plan SA* Is the land designated as a place of local heritage value? *Please refer to attached document from Plan SA* Is there declared to be a significant tree or a stand of trees declared to be significant trees on the land? *Please refer to attached document from Plan SA*	

		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? *Please refer to your Property Interest Report*	
29.2	Section 127 - Condition (that continues to apply) of a development authorisation	*Please refer to attached document from Plan SA*	N/A
29.5	Section 141 - Order to remove or perform work		N/A
29.6	Section 142 - Notice to complete development		N/A
29.7	Section 155 - Emergency order		N/A
29.8	Section 157 - Fire safety notice		N/A
29.10	Section 198(1) - requirements to vest land in a Council or the Crown to be held as open space		N/A
29.11	Section 198(2) - Agreement to vest land in a Council or the Crown to be held as open space		N/A
29.12	Part 16 Division 1 - Proceedings		N/A
29.13	Section 213 - Enforcement Notice		N/A
29.14	Section 214(6), 214(10) or 222 - Enforcement Order		N/A
31	**Public and Environmental Health Act 1987 (Repealed)**		
31.1	Part 3 - Notice		N/A
31.2	*Public and Environmental Health (Waste Control) Regulations* 2010 (or 1995) (revoked) Part 2 - Condition (that continues to apply) of an approval		N/A
31.3	*Public and Environmental Health (Waste Control) Regulations* 2010 (revoked) regulation 19 - Maintenance order (that has not been complied with)		N/A
32	**South Australian Public Health Act 2011**		
32.2	Section 92 - Notice		N/A
32.3	*South Australian Public Health (Wastewater) Regulations 2013* Part 4-Condition (that continues to apply) of an approval		N/A
36	**Other Charges**		
	Charge of any kind affecting the land (not included in another item)	Refer to "**CERTIFICATE – COUNCIL CHARGES**" on page 1 of this document.	**

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Schedule—Division 2—Other particulars (section 7(1)(b))

Particulars of building indemnity insurance

Note: Building indemnity insurance is not required for -

a) domestic building work for which approval under the *Planning, Development and Infrastructure Act* 2016, the repealed *Development Act* 1993 or the repealed *Building Act* 1971 is or was not required; or

b) minor domestic building work (see section 3 of the *Building Work Contractors Act* 1995); or

c) domestic building work commenced before 1 May 1987; or

d) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act* 1995 applies under the Building *Work Contractors Regulations* 2011; or

e) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act* 1995 has been granted under section 45 of that Act.

Application No: 040/01129/03
1. Building indemnity insurance is required: No
2. Name of persons insured: Barry & Teresa Schrapel
3. Name of insurer: Home Owners Warranty Pty Ltd
4. Limitations on the liability of the insurer: Refer to Policy
5. Name of the builder: Henley Arch Pty Ltd
6. Builders licence number: GO146991
7. Description of insured building work: Single Dwelling
8. Date of issue of insurance: 08 Apr 03

Application No: 040/2263/08
1. Building indemnity insurance is required: No - (not applicable to minor domestic building work of a value less than $12,000)
2. Name of persons insured: N/A
3. Name of insurer: N/A
4. Limitations on the liability of the insurer: Refer to Policy
5. Name of the builder: N/A
6. Builders licence number: N/A
7. Description of insured building work: N/A
8. Date of issue of insurance: No Date Identified

Exemption from holding insurance:

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

No
1. Date of the exemption: N/A
2. Name of builder granted the exemption: N/A
3. Licence number of builder granted the exemption: N/A
4. Details of building work for which the exemption applies: N/A
5. Details of conditions for which the exemption is subject: N/A

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6 - Further information held by councils

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

a) commercial or industrial activity at the land; or

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

NO

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

Refer to the repealed *Development Act* 1993 Section of this document particularly Part 3 Development Plan, Section 42 – Condition (that continues to apply) of a development authorisation and Repealed Act conditions listed in this document.

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

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

It should be noted that—

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

Signed for or on behalf of the agent:.. .. .. .

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CITY OF
Port Adelaide Enfield

DEVELOPMENT ACT 1993
DECISION NOTIFICATION FORM
Schedule 11

Development Application Dated: 11/04/2003
Registered On: 14/04/2003

Development Application Number 040/01129/03

To: Henley Properties
PO Box 402
GOODWOOD SA 5034

on behalf of the owner:

Mr B Schrapel
28 Newcombe Ave
WEST LAKES SHORE SA 5020

Location Of Proposed Development : 59 Anaconda Dr, NORTH HAVEN SA 5018
Lot 7 DP 38936 Vol: 5683 Folio: 892
Nature of Proposed Development : Two Storey Detached dwelling
Building Classification Assigned : 1A & 10A

In respect of this development you are informed that:

Nature of Decision	Consent Granted	No. of Conditions	Applicable Yes/No
Provisional Development Plan consent	Yes	5	29/04/2003
Provisional Building Rules consent	Privately Certified	2	27/06/2003
DEVELOPMENT APPROVAL	Yes	7	Yes

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

DATE OF APPROVAL: 28/07/2003

Signed.....
28/07/2003
jhw

☑ Tony Travaglione, Development Officer - Planning
☑ Sheets Attached

Telephone (08) 8405 6600 • Facsimile (08) 8405 6666
Email: custserv@portenf.sa.gov.au • Internet Address: www.portenf.sa.gov.au
163 St Vincent Street Port Adelaide South Australia • PO Box 110 Port Adelaide SA 5015
...onal Offices: Enfield Library - Council Office • Greenacres Library - Council Office • Parks Library - Council Office

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Home Owners Warranty

certificate

of insurance

040/1129/03

HIA INSURANCE SERVICES P/L
ABN 84 076 460 967
An associated company of
Aon Risk Services Australia Ltd
GPO Box 514, Adelaide SA 5001
Ph: (08) 8340 7500
Fax: (08) 8340 7599
CLAIMS ENQUIRY LINE
1800 554 255

Henley Arch Pty Ltd
10 Greenhill Road
WAYVILLE SA 5034

Certificate No: 125120
Local Authority Copy
Issue Date 08/04/2003

A policy of insurance which complies with Division III of Part V of the Building Work Contract Act 1995 (S.A.), has been issued by: Royal & Sun Alliance Insurance Australia Ltd ACN 005 297 807 ABN 48 005 297 807

Please note that Aon Risk Services Australia Ltd ABN 17 000 434 720 is arranging the insurance policy as agent of the insurer below.

They also act as agent of the insurer below and not as agent of the insured in dealing with or settling any claim.

To Be Carried Out By: Henley Arch Pty Ltd
ABN: 61 415 474 786
Builder Licence Number: GO146991
In Favour Of: Barry & Teresa Schrapel

Contract Date: 02/04/2003

In Respect Of: Single Dwelling

Lot No: 701 Unit No: House No:
Southern Myth Drive
NORTH HAVEN SA 5018

The Certificate of Insurance is for Cover:

Statutory Cover

Total includes Policy Fees, Stamp Duty and GST.

Insurer:

- Royal & Sun Alliance Insurance Australia Ltd.

This certificate is issued subject to any cheque tendered in payment in connection with this insurance being honoured upon first presentation.

AON HIA INSURANCE SERVICES *Tailormade for the trade*

HOW HOME OWNERS WARRANTY

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CITY OF PORT ADELAIDE ENFIELD
DEVELOPMENT ACT 1993

ATTACHMENTS

CONDITIONS OF APPROVAL 040/01129/03

Provisional Planning Consent Conditions:

1. Except where minor amendments may be required by other relevant acts, or by conditions imposed by this application, the development is to be established in strict accordance with the details and plans submitted in Development Application Number 040/1129/03 and all works shall be completed to the reasonable satisfaction of Council prior to the occupation and/or use of the development.

2. The upper level window to Elevations B, C and D shall be fixed obscured glass and not openable up to 1.7 metres from the finished floor level of the upper storey.

3. that the finished ground floor level of the dwelling shall be Australian Height Datum Level (AHD) 3.55 metres

4. All perimeter and internal fencing shall be 1800mm high, double sided, capped, pre-coated sheet metal and shall be kept in a good condition at all times, to the reasonable satisfaction of Council.

5. All stormwater from buildings and paved areas shall be disposed of in a manner and with materials to the reasonable satisfaction of Council, before the occupation of the site.

Please Note:

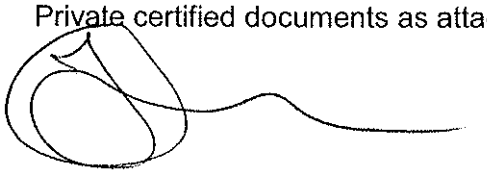
- During the period that the development is being undertaken, all rubbish and other waste material associated with the building work shall be appropriately secured in covered containers within the subject land, which is to be kept in a generally neat and tidy condition to the reasonable satisfaction of Council.

- The granting of this consent does not remove the need for the applicant to obtain all other consents which may be required by other statutes or regulations.

- The applicant is advised that any works (stormwater connections, driveways, etc) undertaken on Council owned land will require the approval of Council's Technical Services Department, prior to any works being undertaken. Further information may be obtained from the Technical Services Department on telephone 8405 6600.

Provisional Building Consent Conditions:

Private certified documents as attached.



Tony Travaglione
Development Officer - Planning
28/07/2003
jhw

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Job No.: HEN398

CARLO SCINTO & ASSOCIATES PTY LTD
ABN 38 631 545 526

CSA

DECISION NOTIFICATION FORM

125 Portrush Road
Evandale
SA 5069 Australia

Telephone
(08) 8362 6899

Mobile
0412 444 262

Facsimile
(08) 8362 6811

FOR DEVELOPMENT APPLICATION: Dated:
Registered On:
Development No.: 040/01129/03

TO:
HENLEY PROPERTIES GROUP
1ST FLOOR, 10 GREENHILL ROAD,
WAYVILLE SA 5034

LOCATION OF PROPOSED DEVELOPMENT:

House No.: **Lot No.:** 701 **Street:** SOUTHERN MYTH DRIVE
Suburb: NORTH HAVEN **Postcode:**

NATURE OF PROPOSED DEVELOPMENT:

DWELLING (TWO STOREY) & GARAGE

In respect of this proposed development you are informed that:

Nature of Consent	Consent Granted	Number of Conditions	Not Applicable
Provisional Development Plan Consent			
Provisional Building Rules Consent	**27/6/03**	**2**	
Land Division (Torrens/Strata)			
Public Space			
Other			
DEVELOPMENT APPROVAL			

Details of the building classification and the approved number of occupants under the Building Code are attached (if applicable).

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.

Signed:

( ) Council Chief Executive Officer or Delegate

(SL) **Private Certifier**

(2) Sheets Attached

Date: 27 June, 2003

DocuSign Envelope ID: C3378C63-0A1C-499D-AEA7-5EF5E952DA7F

Job No.: HEN398

PROVISIONAL BUILDING RULES CONSENT
SECTION 42 OF THE DEVELOPMENT ACT 1993

Building work: Dwelling (Two Storey) & Garage
Site address: Lot 701 Southern Myth Drive, North Haven
Applicant: Henley Properties Group
Owner: Mr & Mrs Schrapel
Classification: 1a & 10a

CONDITIONS OF CONSENT

1..The proposed roof structure consists of roof trusses with a tiled roof. These trusses shall be made of

- A proprietary product designed and manufactured by a licensed manufacturer based on a certified design program complying with the requirements of AS1720.1-1997 and AS1649.
- The minimum design gust wind speed for this site shall be no less than 41 m/s.
- The roof trusses shall be erected and braced strictly in accordance with the licensed manufacturer's specifications.

BCA-Part 3.4

2..The upper floor shall be suitably air conditioned in strict accordance with AS 1668.2, except that the upper level ensuite and bathroom shall be exhausted to the outside by way of ducts or into the roof space.

BCA-Part 3.8.5

Notes

Set-off dimensions shall be from the allotment boundaries and not necessarily the fence lines.

Set-off dimensions are based on allotment boundaries. As the plotted boundaries are indicative only, the set off distances need to be confirmed by an appropriate person on site and any alterations would need to be re-submitted for assessment.

The TBM, floor levels, surface levels and the location of the proposed building have all been referred to as "Approximate Only" on the site works plan. Future changes may require a separate or amended consent.

This application has been assessed on the understanding that the internal stairway is to be strictly in accordance with standard details from Top Stairs and Staff Pty Ltd (calculations and details by Factor Consulting Engineers Pty Ltd in July 1991 and February 1992). Any alteration to these standard details shall require a separate or amended consent.

A person proposing to undertake or undertaking building work on land (or who is in charge of such work) must give **Council** notice at stages prescribed in Regulation 74

As the building owner proposes to carry out work of a prescribed nature in accordance with the building regulations, that is work which affects the stability of other land or premises, the building owner, must, at least 28 days before the building work is commenced cause to be served on the owner of the affected land or premises a notice of intention to perform the building work and the nature of that work, as required by Section 60.

A person must not occupy a Class 1a building under the Building Code before a notice of completion of building work is given. The relevant person (a licensed builder or if no such builder exists, a registered building work supervisor or a private certifier) must provide a written statement to the relevant authority in accordance with the requirements of regulation 83AB. This statement must declare that the building work carried out on the building is in accordance with the relevant approval (disregarding any variations of a minor nature which has no adverse effect on the structural soundness or safety of the building, or on the health of the occupants of the building, or any variation undertaken with the written consent of the relevant authority).

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All steelwork and timber fixings which may be subject to exposure (including wall ties, metal tie downs and bracing and steel lintels) must be protected against corrosion attack in accordance with AS 1214, AS1397, AS1650 and AS3700 as appropriate (applicable where construction is less than 1 kilometre from the coastline, areas west of the corrosion line as marked on the wind speed map or if CCA treated timber is used, or where exposed to weather)

The discharge of stormwater along council land requires the consent of the council prior to the commencement of siteworks (seek advice from Council's Engineering Department).

The proposed building(s) must be protected against attack by subterranean termites in accordance with AS3660.1. The owner must be aware that regular inspections for termite activity will need to be carried out, at intervals not exceeding 12 months, to further reduce the risk of termite attack.

The self contained smoke alarms shall comply with AS 3786-1993.

Please be aware: This consent does not imply compliance with the (State) Electricity Act 1996 as amended or the regulations thereunder. This Act is outside the guidelines of the Building Code of Australia. It is therefore the responsibility of the owner and the person erecting the building to ensure compliance with same.

Carlo Scinto & Associates Pty Ltd
Private Certifier

.....
Carlo Scinto
27 June, 2003

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CITY OF
Port Adelaide Enfield

DEVELOPMENT ACT 1993
DECISION NOTIFICATION FORM
Schedule 11

Development Application Dated: 11/04/2003
Registered On: 14/04/2003

Development Application Number 040/01129/03

To: Henley Properties
PO Box 402
GOODWOOD SA 5034

on behalf of the owner:

Mr B Schrapel
28 Newcombe Ave
WEST LAKES SHORE SA 5020

Location Of Proposed Development : 59 Anaconda Dr, NORTH HAVEN SA 5018
Lot 7 DP 38936 Vol: 5683 Folio: 892

Nature of Proposed Development : Two Storey Detached dwelling

In respect of this development you are informed that:

Nature of Decision	Consent Granted	No. of Conditions	Applicable Yes/No
Provisional Development Plan consent	Yes	5	Yes
Provisional Building Rules consent	Still Required	-	Yes
DEVELOPMENT APPROVAL	Still Required	-	Yes

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

The applicant is advised that an application for building work, including appropriate plans and specifications, must be submitted to the Council in accordance with the provisions of the Development Act, 1993 and the written approval of the Council obtained prior to the commencement of construction.

DATE OF CONSENT: 29/04/2003

Signed .....
30/04/2003
jhw

☑ Greg Tucker, Development Officer - Planning
☑ Sheets Attached

Telephone (08) 8405 6600 • Facsimile (08) 8405 6666
Email: custserv@portenf.sa.gov.au • Internet Address: www.portenf.sa.gov.au
163 St Vincent Street Port Adelaide South Australia • PO Box 110 Port Adelaide SA 5015
Regional Offices: Enfield Library - Council Office • Greenacres Library - Council Office • Parks Library - Council Office

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CITY OF PORT ADELAIDE ENFIELD
DEVELOPMENT ACT 1993

ATTACHMENTS

CONDITIONS OF APPROVAL 040/01129/03

Provisional Planning Consent Conditions:

1. Except where minor amendments may be required by other relevant acts, or by conditions imposed by this application, the development is to be established in strict accordance with the details and plans submitted in Development Application Number 040/1129/03 and all works shall be completed to the reasonable satisfaction of Council prior to the occupation and/or use of the development.

2. The upper level window to Elevations B, C and D shall be fixed obscured glass and not openable up to 1.7 metres from the finished floor level of the upper storey.

3. that the finished ground floor level of the dwelling shall be Australian Height Datum Level (AHD) 3.55 metres

4. All perimeter and internal fencing shall be 1800mm high, double sided, capped, pre-coated sheet metal and shall be kept in a good condition at all times, to the reasonable satisfaction of Council.

5. All stormwater from buildings and paved areas shall be disposed of in a manner and with materials to the reasonable satisfaction of Council, before the occupation of the site.

Please Note:

- During the period that the development is being undertaken, all rubbish and other waste material associated with the building work shall be appropriately secured in covered containers within the subject land, which is to be kept in a generally neat and tidy condition to the reasonable satisfaction of Council.

- The granting of this consent does not remove the need for the applicant to obtain all other consents which may be required by other statutes or regulations.

- The applicant is advised that any works (stormwater connections, driveways, etc) undertaken on Council owned land will require the approval of Council's Technical Services Department, prior to any works being undertaken. Further information may be obtained from the Technical Services Department on telephone 8405 6600.



Greg Tucker
Development Officer - Planning
30/04/2003
jhw

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Decision Notification Form
Development Act 1993, Schedule 11

CITY OF
Port Adelaide Enfield

Development Application Number: 040/2263/08
Development Application Dated: 04/08/2008
Registered on: 11/08/2008

To: Acrotec Building Design & Inspections
PO Box 292
HINDMARSH SA 5007

on behalf of the owner:

Mr NP James, Ms LS James
9 Southern Myth Dr
NORTH HAVEN SA 5018

Location of Proposed Development : 9 Southern Myth Dr NORTH HAVEN SA 5018
Allotment 701 D 62427 CT Vol 5899 Folio 814
Nature of Proposed Development : verandah on western and southern boundaries
Building Classification Assigned : 10a

In respect of this proposed development you are informed that:

Nature of Decision	Consent Granted	No. of Conditions	Applicable Yes/No
Development Plan Consent	Yes	3	Yes
Building Rules Consent	Yes	2	Yes
DEVELOPMENT APPROVAL	Yes	5	Yes

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

Date of Approval: 09/09/2008

Signed .....

☑ Ilias Sotiropoulos, Senior Development Officer, Building
☑ Sheets Attached

09/09/08
Ils

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City of Port Adelaide Enfield
Development Act 1993, Schedule 11

Attachments

Conditions of Approval 040/2263/08

Planning Consent Conditions:

1. Except where minor amendments may be required by other relevant acts, or by conditions imposed by this application, the development is to be established in strict accordance with the details and plans submitted in Development Application 040/2263/08 and all works shall be completed to the reasonable satisfaction of Council prior to the occupation and/or use of the development.

2. The external materials and finishes of the new building shall match/be complimentary to those of the existing building, to the reasonable satisfaction of Council.

3. The verandah shall not be enclosed on any side with any solid material, roller door, or the like, without the prior approval of Council.

Please Note:

- The granting of this consent does not remove the need for the applicant to obtain all other consents that may be required by other statutes or regulations.

- The *Environment Protection (Water Quality) Policy 2003* requires any person who is undertaking an activity, or is an occupier of land to take all reasonable and practicable measures to avoid the discharge or deposit of waste from that activity or land into any waters or onto land in a place from which it is likely to enter any waters (including the stormwater system).

  The policy also creates offences that can result in on-the spot fines or legal proceedings. The following information is provided to assist you to comply with this legislation:

  (1) Building and construction must follow sediment control principles outlined in the *"Stormwater Pollution Prevention – Code of Practice for the Building and Construction Industry* (EPA, 1999). Specifically, the applicant must ensure:
  □ During construction no sediment should leave the building and construction site. Appropriate exclusion devices must be installed at entry points to stormwater systems and waterways.
  □ A stabilised entry/exit point should be constructed to minimise the tracking of sand, soil and clay off site. However, should tracking occur, regular clean-ups are advised.
  (2) Litter from construction sites is an environmental concern. All efforts should be made to keep all litter on site. The applicant should ensure that bins with securely fitted lids, capable of receiving all waste from building and construction activities, are placed on site.
  (3) All building and construction wastewaters are listed pollutants under the *Environment Protection (Water Quality) Policy 2003* and as such **must** be contained on site.

  It is important that you familiarise yourself with the terms of the Policy and ensure that all contractors engaged by you are aware of the obligations arising under it. For further information please contact the Environment Protection Authority on telephone (08) 8204 2004.

Building Consent Conditions:

4. Downpipes shall be located in accordance with Part 3.5.2.5 of the Building Code of Australia 2008 Vol 2.

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5. All work undertaken on the site is to be carried out in accordance with the manufacturer's recommendations and relevant standards.

Please Note:

- All water flowing from the roof or roofs of any building, flowing from any paved area, and from areas that immediately surround the perimeter of the building shall be disposed of in a manner which meets the requirements of the Building Code of Australia for the building approved as part of this consent to avoid:
  (a) external moisture or water into the building; and
  (b) affecting the stability of the building; and
  (c) creating an unhealthy or dangerous condition; and
  (d) running onto or over land of an adjoining land or building.

  Stormwater shall be diverted away from the building, shall not be permitted to run onto adjoining land, except for stormwater following the existing drainage pattern of rainwater naturally falling on the allotment.

- Important: This approval does not imply compliance with the Electricity Act, 1996 [in relation to minimum clearance distances of power lines adjacent to buildings], the [State] Equal Opportunity Act, 1995, the Occupational Health, Safety & Welfare Act 1986 , or with Commonwealth Disability Discrimination Act, 1993 or with any regulations under those Acts. It is the responsibility of the owner and the person erecting the building to ensure compliance with same.

Ilias Sotiropoulos
Senior Development Officer-Building
09/09/08
Ils

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PlanSA

Data Extract for Section 7 search purposes

Valuation ID 0414971704

Data Extract Date: 07/06/2024

Parcel ID: D62427 A701

Certificate Title: CT6123/150

Property Address: 9 SOUTHERN MYTH DR NORTH HAVEN SA 5018

Zones

Waterfront Neighbourhood (WN)

Subzones

No

Zoning overlays

Overlays

Coastal Areas

The Coastal Areas Overlay seeks to ensure the conservation of the natural coastal environment, provide for natural coastal processes and recognise and respond to coastal hazards.

Defence Aviation Area (All structures over 90 metres)

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

Hazards (Flooding - General)

The Hazards (Flooding - General) Overlay seeks to minimise impacts of general 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.

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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 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).

N/A

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

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Land Management Agreement (LMA)

No

DocuSign Envelope ID: C3378C63-0A1C-499D-AEA7-5EF5E952DA7F

Property Interest Report

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

Title Reference	CT 6123/150	**Reference No.**	2575135
Registered Proprietors	D J & L*HALL	**Prepared**	07/06/2024 10:32
Address of Property	9 SOUTHERN MYTH DRIVE, NORTH HAVEN, SA 5018		
Local Govt. Authority	CITY OF PORT ADELAIDE ENFIELD		
Local Govt. Address	PO BOX 110 PORT ADELAIDE SA 5015		

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** **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.

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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.

METRO FORMS PTY LTD
642B GRANGE ROAD
HENLEY BEACH SA 5022

DATE OF ISSUE
11/06/2024

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

OWNERSHIP NUMBER
17224078

OWNERSHIP NAME
D J & L HALL

PROPERTY DESCRIPTION
9 SOUTHERN MYTH DR / NORTH HAVEN SA 5018 / LT 701 D62427

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R4	RE
0414971704	CT 6123/150	$860,000.00	1.000	0.400

LEVY DETAILS:

FINANCIAL YEAR
2023-2024

FIXED CHARGE	**$**	50.00
+ VARIABLE CHARGE	**$**	348.10
- REMISSION	**$**	276.25
- CONCESSION	**$**	46.00
+ ARREARS / - PAYMENTS	**$**	-75.85
= AMOUNT PAYABLE	**$**	0.00

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

EXPIRY DATE **09/09/2024**

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

DocuSign Envelope ID: C3378C63-0A1C-499D-AEA7-5EF5E952DA7F

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:

www.revenuesaonline.sa.gov.au

OR

By Post to:

RevenueSA
Locked Bag 555
ADELAIDE SA 5001

DocuSign Envelope ID: C3378C63-0A1C-499D-AEA7-5EF5E952DA7F

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.

METRO FORMS PTY LTD
642B GRANGE ROAD
HENLEY BEACH SA 5022

DATE OF ISSUE
11/06/2024

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

OWNERSHIP NAME
D J & L HALL

FINANCIAL YEAR
2023-2024

PROPERTY DESCRIPTION
9 SOUTHERN MYTH DR / NORTH HAVEN SA 5018 / LT 701 D62427

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
0414971704	CT 6123/150	$375,000.00	0.0359 HA

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

CURRENT TAX	**$**	0.00	**SINGLE HOLDING**	**$**	0.00
- DEDUCTIONS	**$**	0.00			
+ ARREARS	**$**	0.00			
- PAYMENTS	**$**	0.00			
= AMOUNT PAYABLE	**$**	**0.00**			

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

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

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

DocuSign Envelope ID: C3378C63-0A1C-499D-AEA7-5EF5E952DA7F

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

DocuSign Envelope ID: C3378C63-0A1C-499D-AEA7-5EF5E952DA7F

SA Water

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
04 14971 70 4	CT6123150	10/6/2024	7968	2575135

METRO FORMS
642B GRANGE RD
HENLEY BEACH SA 5022
forms@metroforms.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: D J & L HALL
Location: 9 SOUTHERN MYTH DR NORTH HAVEN LT 701 D62427
Description: 11H DG RV
Capital Value: $ 860 000
Rating: Residential

Periodic charges

Raised in current years to 30/6/2024

				$
		Arrears as at: 30/6/2023	:	147.52
Water main available:	1/7/2004	Water rates	:	296.80
Sewer main available:	1/7/2004	Sewer rates	:	528.04
		Water use	:	424.59
		SA Govt concession	:	269.79CR
		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	:	796.61CR
		Balance outstanding	:	330.55

Degree of concession: 100.00% Date granted: 13/11/2019 Date terminated: 1/3/2024

Recovery action taken: ACCOUNT SENT

Next quarterly charges: Water supply: Not declared Sewer: Not declared Bill: 28/8/2024

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

The last Water Use Year ended on 20/05/2024.

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

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

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SA Water

South Australian Water Corporation

Name:
D J & L HALL

Water & Sewer Account
Acct. No.: 04 14971 70 4 Amount: _____

Address:
9 SOUTHERN MYTH DR NORTH HAVEN
LT 701 D62427

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	0414971704

BPAY

Biller code: 8888
Ref: 0414971704

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: 0414971704

DocuSign Envelope ID: C3378C63-0A1C-499D-AEA7-5EF5E952DA7F

PREFIX E NO

5 SERIES NO
TO BE COMPLETED BY AGENT

SINGLE COPY ONLY

NOTES

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

REGISTRAR-GENERAL'S OFFICE

SOUTH AUSTRALIA

MEMORANDUM OF ENCUMBRANCE

FORM APPROVED BY THE REGISTRAR-GENERAL

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1886

(SIGNED) K. van Einem

K. L. van Einem ~~Solicitor~~/Licensed Land Broker/ ~~Encumbrancee~~

-5 NOV 1993 TIME	15:10
FEES	65
RGO	
POSTAGE	
ADVERTISING	
NEW CT TO ISSUE	

OFFICE NOTES

BELOW THIS LINE FOR OFFICE USE ONLY

EXAMINATION

CORRECTION		PASSED
ODR No		Examiner to initial
Referred	Returned	

REGISTERED ON 23 MAR 1994 AT

BY ENTRY OF A MEMORIAL OF THIS INSTRUMENT IN THE REGISTER BOOK VOLUME 5129 FOLIO 349

REGISTRAR-GENERAL

BELOW THIS LINE FOR AGENT USE ONLY

Lodged by BAKER O'LOUGHLIN Solicitors [BAOL]
Address 15th Floor AMP Building
1 King William Street
ADELAIDE SA 5000
Correction to Baker O'Loughlin [ ][BAOL]

TITLES, CROWN LEASES, DECLARATIONS ETC LODGED WITH THIS INSTRUMENT(PERSON LODGING TO FILL IN)

1. _____ received
2. _____ items
3. _____ nos
4. _____
5. _____ Assessor

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

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

ITEM/S DELIVERED-POSTED in accordance with delivery instructions

DELIVERY INSTRUCTIONS Please deliver the following item/s to the undermentioned agent/s

Item	Agent/ RGO Box No	Delivery date	*Postage date	Initials	Item CT/CL ref	Agent's name	Agent/ RGO Box No	*Postal Address
1								
2								
3								
4								
5								

*fill out postage date only if items are returned by certified mail

*fill out postal address only if items are to be returned by certified mail

AGENT'S INITIALS

DocuSign Envelope ID: C3378C63-0A1C-499D-AEA7-5EF5E952DA7F

EXECUTION AND ATTESTATION (see note 6)

DATED 5th day of November 1993

THE COMMON SEAL of YULE COVE PTY LTD was hereunto affixed in the presence of:

.....
Director

.....
Secretary

YULE COVE PTY. LTD. A.C.N. 058 239 357 Common Seal

THE COMMON SEAL of CHAMBERLAIN INVESTMENTS PTY LTD was hereunto affixed in the presence of:

.....
Director

.....
Secretary

CHAMBERLAIN INVESTMENTS PTY. LTD. A.C.N. 007 782 247 Common Seal

SHORT FORM OF PROOF (see note 7)

Appeared before me at on 19 the Encumbrancer within described the party executing the within instrument being a person well known to me and did freely and voluntarily sign the same.

(Signed) .....

Appeared before me at on 19 the Encumbrancer within described the party executing the within instrument being a person well known to me and did freely and voluntarily sign the same.

(Signed) .....

LONG FORM OF PROOF (see note 8)

Appeared before me at on 19

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

(Signed) .....

Appeared before me at on 19

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

(Signed) .....

DocuSign Envelope ID: C3378C63-0A1C-499D-AEA7-5EF5E952DA7F

FORM M2

MEMORANDUM OF ENCUMBRANCE

(see note 2)

CERTIFICATES OF TITLE BEING ENCUMBERED

The whole of the land comprised in Certificate of Title Register Book Volume 5129 Folio 349

(see note 3)

ESTATE AND INTEREST

Estate in fee simple

(see note 4)

ENCUMBRANCES

Nil

(see note 5)

ENCUMBRANCER

YULE COVE PTY LTD A.C.N. 058 239 357 of 3 Acacia Avenue Dernancourt 5075 and CHAMBERLAIN INVESTMENTS PTY LTD A.C.N. 007 782 247 of 3-5 Calton Road Gawler 5118 (hereinafter together with his her its or their respective executors administrators successors and assigns (as the case may be) called "the Encumbrancer")

ENCUMBRANCEE

NORTH HAVEN TRUST a body corporate of 4th Floor 55 Grenfell Street Adelaide 5000 (hereinafter together with its successors and assigns called "the Encumbrancee")

The Encumbrancer desiring to render the land above described for the purposes of securing to and for the benefit of the Encumbrancee the payment of the sum of money and the performance and observance of the covenants on the part of the Encumbrancer hereinafter contained DOES HEREBY ENCUMBER THE ESTATE AND INTEREST IN THE LAND ABOVE DESCRIBED SUBJECT TO THE ENCUMBRANCES AND OTHER INTERESTS AS SHOWN HEREON (hereinafter called "the said land") for the benefit of the Encumbrancee for a term not exceeding 25 years, with the payment (if demanded) of the yearly rent charge of 10 cents payable on the 30th day of June each year commencing on the 30th day of June next ensuing after the execution hereof PROVIDED HOWEVER that if throughout the year immediately preceding the due date for payment of such yearly rent charge the Encumbrancer shall not have committed suffered allowed or permitted any breach of and shall have otherwise duly performed and observed all of the covenants contained in clause 2 hereof then in lieu of the sum of 10 cents which would otherwise have been payable (if demanded) there shall be payable (if demanded) the sum of 5 cents to the intent that the Encumbrancee shall hold the said yearly rent charge in fee simple and with the performance and observance of the covenants by the Encumbrancer

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contained or implied herein AND the Encumbrancer for itself and its successors in title hereby covenants with the Encumbrancee and all other persons claiming under the Encumbrancee as purchasers of any part or parts of the land comprised in the Development Area (as hereinafter defined), as follows:

1.1 The Encumbrancer will pay to the Encumbrancee the said sum of 10 cents (if demanded) or the said sum of 5 cents (if demanded) (as the case may be) on the 30th day of June next and on each and every 30th day of June thereafter.

1.2 Nothing herein contained for or in respect of payment of the said yearly rent charge shall in any way affect or prejudice the rights of the Encumbrancee to an injunction to prevent or restrain any breach of any of the covenants hereinafter contained or to damages for such breach.

2.1 In this Encumbrance, unless the contrary intention appears:

(1) The expression "develop" includes the construction, erection or installation of any building, structure, fence or other external fixture or fitting, road, street or thoroughfare, the painting or staining of the exterior of any building, structure, fence or other external fixture or fitting, the excavation, grading or levelling of and the removal of rock, stone, sand, soil and seaweed, landscaping and use of street furniture and the expression "development" has a corresponding meaning.

(2) The expression "landscaping" includes the provision and arrangement on a site of trees, shrubs, ground covers, grassed areas, other natural elements, paving and earthworks which are appropriate to condition and the use of the site so as to either enhance or complement the character of the locality and any quality or condition of the locality that conduces to its harmony pleasantness or enjoyment.

(3) The expression "to undertake" in relation to the acts referred to in clause 2.2 hereof means to commence or proceed with such an act or to cause suffer or permit such an act to be commenced or proceeded with.

(4) The expression "Boat Haven" means the land which is marked with the letter "K" and the letter "L" respectively in File Plan No 20104 (hereinafter called "the easement plan") and which is from time to time covered by sea water.

(5) The expression "the Development Area" means the land identified as "Lot 1", "Lot 5", "Lot 2", "Lot 3" and "Lot 8" on Deposited Plan No 12588 (hereinafter called "the plan of division") and as "Lot 13" and "Lot 16" on the plan in SPO Docket No 523/82/4.

2.2 During the continuance of this Encumbrance the Encumbrancer shall not:

(1) Undertake any development on the said land without the prior

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written approval of the Encumbrancee first had and obtained.

(2) Undertake the demolition, conversion, alteration, addition to, variation or other change in any manner whatsoever of any improvements from time to time in on about or to the said land without the prior written approval of the Encumbrancee first had and obtained.

2.3 During the continuance of this Encumbrance the Encumbrancer shall not demolish remove vary or otherwise change or interfere with the paving bricks and light poles (if any) from time to time situate on that portion (if any) of the said land which is subject to any registered right of way initially granted in favour of the said North Haven Trust.

2.4 During the continuance of this Encumbrance the Encumbrancer shall not alter the alignment of, demolish, remove, add to, vary or otherwise change or interfere with any part of the rock revetment (around the edge of Boat Haven) which is situate on the said land.

2.5 During the continuance of this Encumbrance the Encumbrancer shall not alter the alignment of, demolish, remove, add to, vary or otherwise change or interfere with any part of the breakwaters (which breakwaters are constructed on or about the land which is marked with the letter "L" and the letter "H" respectively in the easement plan) where such part is situate on the said land.

2.6 During the continuance of this Encumbrance, the Encumbrancer shall not demolish remove vary or otherwise change or interfere with any of the berth facilities from time to time constructed on the said land and/or in, on or about the water from time to time thereover, without the prior written approval of the Encumbrancee first had and obtained.

2.7 Notwithstanding anything to the contrary herein contained, wheresoever it is provided herein for the Encumbrancer to obtain the prior written approval of the Encumbrancee, the Encumbrancee shall not be required to consider any application for its approval unless the Encumbrancer covenants under seal with the Encumbrancee that the Encumbrancer shall pay to the Encumbrancee forthwith on demand all the costs expenses and fees (inclusive of the costs expenses and fees of any consultant engaged by the Encumbrancee) incurred by the Encumbrancee in considering and assessing such application, whether the Encumbrancee's approval therein sought is granted or not, and in supervising any works which may be undertaken in accordance with the Encumbrancee's approval.

2.8 Notwithstanding anything to the contrary herein contained, the

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Encumbrancer shall not transfer the said land or any part thereof without causing (at the cost and expense in all things of the Encumbrancer) the transferee thereof to execute in favour of Encumbrancee a Memorandum of Encumbrance over the said land or part thereof (as the case may be), such Memorandum of Encumbrance to be otherwise substantially in the form of this Memorandum of Encumbrance and to be registered at the South Australian Lands Titles Registration Office so that the estate or interest thereby created has priority to all extant or proposed estates interests and rights which affect or may affect the said land or part thereof (as the case may be) save for the estate or interest created by the Memorandum of Transfer of the said land or part thereof (as the case may be) to such transferee.

TO THE INTENT that the burden of these covenants set forth in this clause 2 hereof shall run with and bind the said land and every part thereof and to the intent that the benefit thereof shall be annexed to and devolve with each and every part of the land comprised in the Development Area other than the land hereby encumbered.

3. Upon the Encumbrancer both ceasing to be registered as the proprietor of the whole or any part of the said land (hereinafter called "the relevant part") and causing clauses 1 and 2 to be complied with in respect of the relevant part the Encumbrancer shall be released and discharged from the obligation to observe and perform the provisions contained in clauses 1 and 2 hereof in so far as the provisions of such clauses relate to or affect the relevant part provided however that the Encumbrancer shall remain liable to use its best endeavours from time to time at the request and cost in all things of the Encumbrancee to secure compliance with the provisions contained in clauses 1 and 2 hereof by all the Encumbrancer's assigns and successors in title hereafter acquiring an estate or interest in the relevant part or any part thereof.

4. The Encumbrancer acknowledges for itself and its assigns and successors in title that the foregoing covenants are entered into and undertaken for the purpose of the Encumbrancee's scheme of development for the whole of the land comprised in the Development Area PROVIDED THAT notwithstanding anything to the contrary contained herein or elsewhere the Encumbrancee shall have the right in its absolute and unfettered discretion at any time and from time to time to modify waive or release any covenants conditions restrictions or stipulations wheresoever contained relating to any land forming part of the Development Area whether imposed or entered into before or at the same time as or after the date hereof and whether they are the same as the covenants conditions restrictions and stipulations herein set out or not and the Encumbrancee shall incur no liability whatsoever to the Encumbrancer or its assigns or successors in title and the Encumbrancer and its assigns and successors in title shall have no action cause suit claim or demand whatsoever against the Encumbrancee in respect of arising out of or in any way connected with the exercise by the Encumbrancee of its said

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right to modify waive or release any of the said covenants conditions restrictions or stipulations.

5.1 Any waiver by the Encumbrancee of any breach of any one or more of the covenants conditions restrictions or stipulations herein contained shall not be nor be construed to be a waiver of any subsequent or other breach of the same or any other covenant condition restriction or stipulation herein contained, nor shall any failure on the part of the Encumbrancee to require or exact full and complete compliance with any of the covenants conditions restrictions or stipulations herein contained be construed as in any manner changing the terms hereof or to prevent the Encumbrancee from enforcing the full provisions hereof.

5.2 Subject as aforesaid the Encumbrancee shall be entitled to all the powers rights and remedies given to an encumbrancee by the Real Property Act 1886 as amended from time to time.

5.3 In the event that at any time or from time to time the Encumbrancee or any assign or successor in title of the Encumbrancee in respect of the said land or any part thereof is required constrained or otherwise determines to exercise and does exercise the power of sale prescribed unto the Encumbrancee its assigns and successors in title aforesaid by virtue of the provisions of the Real Property Act 1886 (as amended) and whether or not in the exercise of such power of sale the provisions covenants conditions and stipulations of this Encumbrance shall or might be extinguished abrogated restricted or otherwise affected then and in any such case the Encumbrancee and its assigns and successors in title as aforesaid shall have the full power liberty and discretion to require of any transferee of the said land or any part thereof at the cost and expense in all things of the Transferee to execute in favour of the Encumbrancee a Memorandum of Encumbrance over the said land or part thereof (as the case may be), such Memorandum of Encumbrance to be otherwise substantially in the form of this Memorandum of Encumbrance and to be registered at the South Australian Lands Titles Registration Office so that the estate or interest thereby created has priority to all extant or proposed estates interests and rights which affect or may affect the said land or part thereof (as the case may be) save for the estate or interest created by the Memorandum of Transfer of the said land or part thereof (as the case may be) to such transferee and it is hereby acknowledged covenanted and agreed that to the extent that the provisions of this subclause shall in any way detract from or otherwise prejudice the ability of the Encumbrancee its assigns and successors in title as aforesaid to procure a purchaser for the said land or part thereof so conveyed in the exercise of the power of sale as aforesaid the Encumbrancee its assigns and successors in title as aforesaid shall not by reason of such detraction or prejudice, be or be deemed to be in breach of its or their obligation to mitigate its

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or their losses and damages by obtaining a purchaser at the best price reasonably obtainable in the most expeditious manner and the Encumbrancer for itself and its assigns and successors in title waives and abandons all its rights in that regard.

5.4 If any term covenant condition or provision of this Encumbrance is or is held by a court of competent jurisdiction to be invalid void or unenforceable the remainder of such terms covenants conditions and provisions shall remain in full force and effect and shall in no way be affected impaired or invalidated thereby.

5.5 (1) The costs of and incidental to the preparation execution stamping and registration of the Encumbrance shall be borne by the Encumbrancer.

(2) All costs charges expenses and payments which may be incurred or made by the Encumbrancee in the exercise or enforcement or attempted exercise or enforcement of any power right or remedy conferred on the Encumbrancee hereunder or by law or which the Encumbrancee may in any other way incur owing to the breach of any covenants herein contained or implied shall be paid by the Encumbrancer and shall be secured by these presents and to the extent to which the same shall be or include the costs and disbursements of the Encumbrancee's solicitors such costs and disbursements shall be calculated in accordance with the conveyancing scale as laid down by the Supreme Court of South Australia on the basis of solicitor and own client.

5.6 Any notice which either party hereto shall desire to give or which by these presents is required to be given by either party hereto to the other party may be signed by such first mentioned party or for and on behalf of such first mentioned party by the Secretary Manager or Solicitor of such first mentioned party and may be served on the other party by sending the same through the post from any post office in South Australia by registered or certified mail in an envelope addressed to such other party at its address first hereinabove appearing or such other address as it may advise by notice in writing given in accordance with the provisions herein contained and the same shall be deemed to have been served on the second day (other than a Saturday, a Sunday or other public holiday within the meaning of the Holidays Act 1910 (as amended)) following the day on which the same was posted as aforesaid.

5.7 In this Encumbrance, unless the context shall otherwise require:

(1) a reference to a party shall include that party's executors administrators and assigns and where a party is a body corporate, its successors and assigns;

(2) words importing the singular number or plural number shall include the plural number and singular number respectively;

(3) words importing the masculine gender only shall include the

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feminine and neuter genders and vice versa;

(4) the expression "person" shall include a body corporate;

(5) a reference herein to any statute shall include all statutes amending consolidating or replacing the statute referred to.

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REGISTRAR-GENERAL'S OFFICE
SOUTH AUSTRALIA

APPLICATION FOR CREATION OF EASEMENT
(PURSUANT TO SECTION 223Io OF THE **REAL PROPERTY ACT, 1886**)

FORM APPROVED BY THE REGISTRAR-GENERAL

PREFIX R E 7507087

6 SERIES No

TO BE COMPLETED BY AGENT

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

(SIGNED) J.W. Abbott ✓

J.W. ABBOTT Solicitor/~~Licensed Land Broker/Grantee~~

NOTES

1. This form to be used when creating an easement in a Plan of Division only.
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 address and or occupation has changed identify as "formerly ....."
4. Where the grantor and grantee is the same insert "as above" otherwise insert Full Name, Address, Occupation and Mode of Holding.
5. If the grantor/grantee 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 grantor/grantee is a body corporate execution should conform to any prescribed formalities relating to the affixing of the common seal. Where the grantor and grantee is the same, execution may be made in Grantor Panel only. However the acceptance of the grant must be stated.
6. The short form of proof if applicable where the witness is an authorised functionary.
7. The long form of proof to be used where the witness is not an authorised functionary. His address and occupation must be stated.

27 MAY 1993	TIME	11.55
FEES		$
R.G.O.		60
POSTAGE		
ADVERTISING		
NEW C.T. TO ISSUE		

RECEIVED 7 JUL 1993

OFFICE NOTES:

27MAY1993 020135693L.T.C.

BELOW THIS LINE FOR OFFICE USE ONLY

EXAMINATION

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

REGISTERED ON AT AM/PM
BY ENTRY OF A MEMORIAL OF THIS INSTRUMENT IN THE REGISTER BOOK. VOL. 5101 FOLIO 887

REGISTRAR-GENERAL

BELOW THIS LINE FOR AGENT USE ONLY

Lodged by: Wayne Abbott P/L WAAB
Address: 24A Gote Street
ADELAIDE S.A. 5000

Correction to

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

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

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

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

ITEM(S) DELIVERED—POSTED

IN ACCORDANCE WITH DELIVERY INSTRUCTIONS

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

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

DELIVERY INSTRUCTIONS: PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE UNDERMENTIONED AGENT(S)

ITEM: CT/CL REF.	AGENTS NAME	AGENT/RGO BOX No	POSTAL ADDRESS*

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

AGENTS INITIALS

82685

DocuSign Envelope ID: C3378C63-0A1C-499D-AEA7-5EF5E952DA7F

DATED THE 12th DAY OF March 1998.

EXECUTION (GRANTOR)

THE COMMON SEAL of CYC RAMP PTY LTD)
A.C.N. 054 319 925 affixed by)
authority of a resolution of the)
Board)

COMMON SEAL CYC RAMP PTY LTD A.C.N. 054 319 925

EXECUTION AND ATTESTATION (See Note 5)

.....Director DIRECTOR .....Secretary

ACCEPTANCE (GRANTEE)

The within grant is hereby accepted.

THE COMMON SEAL of CYC RAMP PTY LTD)
A.C.N. 054 319 925 was hereunto)
affixed by authority of a resolution)
of the Board:)

COMMON SEAL CYC RAMP PTY LTD A.C.N. 054 319 925

.....Director DIRECTOR .....Secretary

SHORT FORM OF PROOF (See Note 6)

Appeared before me at the day of 19

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)

Appeared before me at the day of 19

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)

LONG FORM OF PROOF (See Note 7)

Appeared before me at the day of 19

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

(SIGNED)

Appeared before me at the day of 19

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

(SIGNED)

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

THE GRANTOR ACKNOWLEDGES RECEIPT OF THE CONSIDERATION HEREIN EXPRESSED AND HEREBY GRANTS TO THE GRANTEE

Easement

the full and free right and liberty over those portions of the said Lot 900 which are marked with the letters "BT" in Deposited Plan No. 36108 to and for the Grantee and all persons from time to time authorised by the Grantee (in common with the Grantor and all others having the like right) with sailing motor and other types of vessels from time to time and at all times to pass and repass without stopping (unless such stopping shall be by reason of any cause or event beyond the reasonable control of the person physically in control of such vessel) on, over, above or through the said portions of the said Lot 900 marked with the letters "BT" and everything above such land inclusive of the water from time to time situate thereon for the purpose on gaining access to and exit from Gulf St Vincent.

Here set forth appurtenancy. Define precisely.

TO BE HELD APPURTENANT TO:-

Lot 903 in D.P 36108 being portion of the land comprised in Certificate of Title Register Book Volume 5101 Folio 887 .

DocuSign Envelope ID: C3378C63-0A1C-499D-AEA7-5EF5E952DA7F

APPLICATION FOR CREATION OF EASEMENT

(PURSUANT TO SECTION 223LB OF THE REAL PROPERTY ACT, 1886)

FORM 9A
(See Note 1)

$10

CERTIFICATES OF TITLE OVER WHICH RIGHTS ARE BEING GRANTED
(See Note 2)

Lot 900 in Deposited Plan 36108 being portion of the land comprised in Certificate of Title Register Book Volume 5101 Folio 887 .

COMMISSIONER OF STAMPS
S.A. STAMP DUTY PAID $10.00
ADJUDGED DULY STAMPED
ORIGINAL WITH 0 COPIES
16/03/93 15:11:16 0022860/1
CONVEYANCE OF ANOTHER KIND

ESTATE

ESTATE IN FEE SIMPLE

ENCUMBRANCES

Encumbrance 7367656 and Mortgage 7367658.

GRANTOR
(Full name, address and occupation)
(See Note 3)

CYC RAMP PTY. LTD. A.C.N. 054 319 925 whose registered office is situate at Southern Myth Drive North Haven 5018.

CONSIDERATION
(Where applicable insert monetary consideration in words and figures)

To satisfy conditons of a land division and for no monetary consideration.

GRANTEE
(See Note 4)

As Above.

CERTIFICATE RE SECTION 71 or 66ab of THE STAMP DUTIES ACT, 1923

The value of the said land does not exceed $100.00

And/Or that land is vacant.

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PREFIX R E No **7165351**

(4) Series No

TO BE COMPLETED BY AGENT

REGISTRAR-GENERAL'S OFFICE
SOUTH AUSTRALIA

APPLICATION FOR CREATION OF EASEMENT
(PURSUANT TO SECTION 223lo OF THE REAL PROPERTY ACT, 1886)

FORM APPROVED BY THE REGISTRAR-GENERAL

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT, 1886, AS AMENDED
Signed Julie Rusak

JULIE RUSAK ~~Solicitor~~/Licensed Land Broker~~/Grantee~~

NOTES

1 This form to be used when creating an easement in a Plan of Division only.
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 address and/or occupation has changed identify as "formerly....".
4 Where the grantor and grantee is the same insert "as above" otherwise insert full name, address and occupation and mode of holding.
5 If the grantor/grantee 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 grantor/grantee is a body corporate execution should conform to any prescribed formalities relating to the affixing of the common seal. Where the grantor and grantee is the same, execution may be made in Grantor panel only. However the acceptance of the grant must be stated.
6 The short form of proof is applicable where the witness is an authorised functionary.
7 The long form of proof to be used where the witness is not an authorised functionary. His address and occupation must be stated.

2 SEP 1991 TIME	15:00
FEES	$
R.G.O	55
POSTAGE	
ADVERTISING	
NEW C.T. TO ISSUE	

10 DEC

OFFICE NOTES: LOT 223 DP ... Cat. "..."
Lot 223 to be subj to X6378224 (pcn) and 6274985 (whole) (LOT 241 is subj to X6378224 (pcn) and 6274985 (") 4384-196
SA
30 OCT 1991
CF $0
X6378224 and L46460F CT 4385-823
DRAFTERS LOT 223 & 241 TO BE FREE OF E 6378222 and X6378224 AS THEY ARE EXTINGUISHED AS REGARDS THE RIGHTS HEREBY GRANTED
X7135292

BELOW THIS LINE FOR OFFICE USE ONLY

BELOW THIS LINE FOR AGENT USE ONLY

Lodged by: FINLAYSONS FINL
Address: 81 FLINDERS STREET
ADELAIDE 5000
ATT: JULIE RUSAK
Correction to: PH: 235 7445 30

EXAMINATION

Exof CORRECTION DP 325491		PASSED
ODR No		Examiner to Initial
REFERRED	RETURNED	
25.10.91		

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

1 CT 4385/823 } Received
2 } items
3 } No
4 }
5 } Assessor

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS
1
2
3
4
5

REGISTERED ON 20.11.1991 AT 1100
BY ENTRY OF A MEMORIAL OF THIS INSTRUMENT IN THE REGISTER BOOK VOL. 4389 FOLIO. 693.

REGISTRAR-GENERAL

DELIVERY INSTRUCTIONS: PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE UNDERMENTIONED AGENT(S)

ITEM:CT/CL REF	AGENT'S NAME	AGENT/RGO BOX No.	POSTAL ADDRESS*
New CTs for 4385/823	FINL		

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

AGENTS INITIALS

DATED THE 30 DAY OF August 1991

EXECUTION (GRANTOR)
AND GRANTEE

EXECUTION AND ATTESTATION
(See Note 5)

THE COMMON SEAL of S.A.MARINAS PTY.LTD. was hereunto affixed in the presence of:

COMMON SEAL
S.A. MARINAS
PTY. LTD.
A.C.N. 008 118 787

.....	.....
Signature	Signature
Director	Secretary
JOHN GEORGE GOODMAN	WILLIAM GRAHAM FORD
Full name of signatory	Full name of signatory

ACCEPTANCE (GRANTEE)
The within grant is hereby accepted

SHORT FORM OF PROOF
(See Note 6)

Appeared before me at the day of 19 .

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).....

Appeared before me at the day of 19 .

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).....

LONG FORM OF PROOF
(See Note 7)

Appeared before me at the day of 19 .

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

(SIGNED).....

Appeared before me at the day of 19 .

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

(SIGNED).....

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

THE GRANTOR ACKNOWLEDGES RECEIPT OF THE CONSIDERATION HEREIN EXPRESSED AND GRANTS TO THE GRANTEE

A full and free right and liberty with sailing motor and other types of vessels from time to time and at all times to pass and re-pass without stopping (unless such stopping shall be by reason of any cause or event beyond the reasonable control of the person physically in control of any such vessel) on over above and through that portion of Lot 223, DP 32591 marked BS and everything above such land, inclusive of the water from time to time situate thereon, being portion of the land above described.

A Certain Right

Here set forth appurtenancy. Define precisely

TO BE HELD APPURTENANT TO:-

as regards the land marked BS, Lot 241

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(See Note 1) $4.

APPLICATION FOR CREATION OF EASEMENT

(PURSUANT TO SECTION 223lo OF THE REAL PROPERTY ACT, 1886)

01335177

CERTIFICATES OF TITLE OVER WHICH RIGHTS ARE BEING GRANTED (See Note 2)	~~First,~~ Lot 405, DP 31885 being portion of the land comprised in Certificate of Title Register Book Volume 4384 Folio 196 after registration of Instruments Numbers 7142541 and 7142542. } Now whole of CT 4369/693 Com. ~~Secondly, the whole of the land comprised in Certificate of Title Register Book Volume 4385 Folio 823~~
ESTATE	ESTATE IN FEE SIMPLE
ENCUMBRANCES	~~First,~~ Caveats 6374985 and 7135292 ~~Secondly, Lease 4659604, Encumbrance 6378222 and Caveat 6378224~~
GRANTOR (Full name, address and occupation) (See Note 3)	S.A.MARINAS PTY.LTD.A.C.N. 008 118 787 of 284 Portrush Road Kensington 5068
CONSIDERATION (Where applicable insert monetary consideration in words and figures)	To satisfy the terms of a land division and for no monetary consideration
GRANTEE (See Note 4)	as above

COMMISSIONER OF STAMPS
S.A. STAMP DUTY
02/09/91 263919 10:34
$4.00
ADJUDGED DULY STAMPED

CERTIFICATE RE SECTION 71 OR 66ab OF THE STAMP DUTIES ACT: Value does not exceed $100.00

And/Or that land is vacant

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DocuSign Envelope ID: C3378C63-0A1C-499D-AEA7-5EF5E952DA7F

AUTHORITY FOR LODGEMENT ON PICK-UP

DATE 30/8/..91

I HEREBY AUTHORISE

PICK-UP 7114193

FINLAYSONS

Lodging Agent .....

for new .....

document .....

New Document(s)

TO LODGE FOR REGISTRATION .....

.....

.....RE.....

TO ....S.A. MARINAS PTY. LTD

FOR WHICH THE FOLLOWING ITEMS ARE REQUIRED

(a) DUPLICATE CERTIFICATE OF TITLE

.....

...4384/196.....

.....

.....

(b) DUPLICATE INSTRUMENT NO.

...../.....

...../.....

.....

(C) OTHER (PROBATE etc)

...../.....

...../.....

Previous Delivery Agent

SIGNED Julie Ruark

FINLAYSONS

for .....

CL361

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T 14217979

Lodged: 13 February 2024 09:06:00 AM
1 OF 1

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

Registered: 16 February 2024 09:54:26 AM

Form T1
Version 40.5

TRANSFER

	Stamp Duty Document ID:	204350085	ELN Lodgement Case ID: 1015274714
	Duty Determination Date:	12 FEBRUARY 2024	ELN Workspace ID: 11167018
Responsible Subscriber: THOMSON & ASSOCIATES (EL - PEXA) (E100740)	Consideration/Value:	$1,000,000.00	
	Stamp Duty:	$0.00	
	Interest:	$0.00	
	Penalty Tax:	$0.00	
	Foreign Ownership Surcharge:	$0.00	
	LTO Code:	WSD	

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

LAND DESCRIPTION

THE WHOLE OF THE LAND IN CT VOLUME 6123 FOLIO 150

ESTATE & INTEREST

FEE SIMPLE JOINTLY WITH DUNCAN JOHN HALL

TRANSFEROR (Full name and address)

LIDIA HALL OF 9 SOUTHERN MYTH DR NORTH HAVEN SA 5018

CONSIDERATION

NIL

TRANSFEREE (Full name, address and mode of holding)

LIDIA HALL OF 9 SOUTHERN MYTH DR NORTH HAVEN SA 5018

THE TRANSFEROR ACKNOWLEDGING RECEIPT OF THE CONSIDERATION TRANSFERS TO THE TRANSFEREE THE ESTATE AND INTEREST SPECIFIED IN THE LAND DESCRIBED

DATED 12 FEBRUARY 2024

CERTIFICATION

Transferor

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

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

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

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

Elise Leeann Parker-Thomson

DocuSign Envelope ID: C3378C63-0A1C-499D-AEA7-5EF5E952DA7F

Practitioner Certifier

For: THOMSON & ASSOCIATES

On behalf of: LIDIA HALL

Transferee

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

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

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

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

Elise Leeann Parker-Thomson

Practitioner Certifier

For: THOMSON & ASSOCIATES

On behalf of: LIDIA HALL

This is a representation of an instrument that was electronically lodged