Docusign Envelope ID: 6018EB76-919F-43FB-A6D0-F0378D557977

Form 1—Vendor's statement

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

Contents

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Schedule

Preliminary

To the purchaser:

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

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

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

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

If there is insufficient space to provide any particulars required, continue onattachments

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Part A—Parties and land

1 Purchaser:

Address:

2. Purchaser's registered agent:

Address:

3 Vendor:

Hai Ming Yen and Juyuan Liao

Address

27 The Walk Mawson Lakes SA 5095

4 Vendor's Registered Agent:

Klemich Real Estate

Address

1/245 Fullarton Road Eastwood SA 5063

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

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

ALLOTMENT 201 DEPOSITED PLAN 60965
IN THE AREA NAMED MAWSON LAKES
HUNDRED OF YATALA
BEING THE WHOLE OF THE LAND CONTAINED IN VOLUME 5884 FOLIO 954
KNOWN AS 27 THE WALK MAWSON LAKES SA 5095

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

To the purchaser:

Right to cool-off

(section 5)

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

You may notify the vendor of your intention not to be bound by the contract for thesale 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:

27 The Walk Mawson Lakes SA 5095

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

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

miaomiao@klemich.com.au

(being a number or address provided to you by the vendor for the purpose ofservice of the notice); or

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(d) left for the vendor's agent (with a person apparently responsible to the agent) at, or posted by registered post to the agent at, the following address:

1/245 Fullarton Road Eastwood SA 5063

(being *the agent's address for service under the *Land Agents Act 1994*/ an address nominated by the agent to you for the purpose of service of the notice).

Note—

Section 5(3) of the *Land and Business (Sale and Conveyancing) Act 1994* places the onusof 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 anacknowledgment of service of the notice in writing;

(b) if you intend to serve the notice by fax or email, you obtain a record of thetransmission 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 havebeen rescinded at the time when the notice was served. You are then entitled to the return of any money you paid under the contract other than—

(a) the amount of any deposit paid if the deposit did not exceed $100; or

(b) an amount paid for an option to purchase the land.

Proceeding with the purchase

If you wish to proceed with the purchase—

(a) it is strongly recommended that you take steps to make sure your interest in the property is adequately insured against loss or damage;

(b) pay particular attention to the provisions in the contract as to time of settlement - it is essential that the necessary arrangements are made to complete the purchase by the agreed date - if you do not do so, you may be in breach of the contract;

(c) you are entitled to retain the solicitor or registered conveyancer of your choice.

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Part C—Statement with respect to required particulars

(section 7(1))

To the purchaser:

*I/We,

Hai Ming Yen and Juyuan Liao

of

27 The Walk Mawson Lakes SA 5095

being 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: 5/24/2025

Signed:

签署人：
Hai Ming Yen
59A11DE48871401...

签署人：
Juyuan Liao
59A11DE48871401...

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

(section 9)

To the purchaser:

I, Helen Wu from Citi Form 1 Company certify that 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: 22/05/2025

Signed:

*Person authorised to act on behalf of Vendor'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 one of the following items in the table:

(A) under the heading 1. General—

1.1 Mortgage of land

1.2 Lease, agreement for lease, tenancy agreement or licence

1.3 Caveat

1.4 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 beomitted, <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 andall 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, theparticulars 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 ofthe attachment that contain the particulars.]

1. General

1.1 Mortgage of land

Note-

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

Is this item applicable? ☑

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

Are there attachments? YES

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

Refer to ANNEXURE 'B'

Number of mortgage (if registered):

12616825

Name of mortgagee:

WESTPAC BANKING CORPORATION

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 to ANNNEXURE 'A' or page 12 on Property Interest Report

Description of land subject to easement:

The whole of the land in CT 5884/954

Nature of easement

Electricity and Telecommunications Infrastructure - Building Restrictions and Statutory Easements

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?~~ ~~[YES/NO]~~

~~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 ANNEXURE 'G'

Nature of restrictive covenant:

MEMORANDUM OF ENCUMBRANCE

Name of person in whose favour the restrictive covenant operates:

URBAN RENEWAL AUTHORITY (Previously Land Management Corporation)

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

If NO, give details:

Does the restrictive covenant affect land other than that being acquired NO

1.4 **Lease, agreement for lease, tenancy agreement or licence**

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

Note—

Do not omit this item. 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):

Names of parties:

Period of lease, agreement for lease etc:

From to

Amount of rent or licence fee

$ per fortnight

Is the lease, agreement for lease etc in writing? [YES/NO]

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

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

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

1.5 **Caveat**

Is this item applicable? ☐

Will this be discharged or satisfied prior to or at settlement? [YES/NO]

Are there attachments? [YES/NO]

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

Name & address of caveator:

Particulars of interest claimed::

1.6 **Lien or Notice of a Lien**

Is this item applicable? ☐

Will this be discharged or satisfied prior to or at settlement? [YES/NO]

Are there attachments? [YES/NO]

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

Land or other property subject to lien:

Nature of lien::

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

---

2. *Aboriginal Heritage Act 1988*

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

Is this item applicable? ☐

Will this be discharged or satisfied prior to or at settlement? [YES/NO]

Are there attachments? [YES/NO]

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

Particulars of register entry:

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

Is this item applicable? ☐

Will this be discharged or satisfied prior to or at settlement? [YES/NO]

Are there attachments? [YES/NO]

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

Date of notice: _____

Site or area to which notice relates:

Directions (as stated in notice):

2.3 Part 3 Division 6 Aboriginal heritage agreement

Is this item applicable? ☐

Will this be discharged or satisfied prior to or at settlement? [YES/NO]

Are there attachments? [YES/NO]

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

Date of agreement: _____

Description of property subject to agreement:

Names of parties:

Terms of agreement:

3 Burial & Cremation Act 2013

3.1 Section 8 – Human remains interred on land

Is this item applicable? ☐

Will this be discharged or satisfied prior to or at settlement? [YES/NO]

Are there attachments? [YES/NO]

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

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~~Have human remains been interred on the land that will not be exhumed prior to settlement?~~ ~~[YES/NO]~~

~~GPS coordinates of the remains:~~

---

4. *Crown Rates and Taxes Recovery Act 1945*

~~4.1~~ ~~section 5 Notice requiring payment~~

~~Is this item applicable?~~ ☐

~~Will this be discharged or satisfied prior to or at settlement?~~ ~~[YES/NO]~~

~~Are there attachments?~~ ~~[YES/NO]~~

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

~~Date of Notice:~~

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

~~Amount owing (as stated in the notice):~~

---

5. *Development Act 1993* (repealed)

5.1 Section 42 – Condition (that continues to apply) of a development authorisation

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 ANNEXURE 'C'

Conditions of authorisation

Refer to development authorization:
361/1113/2003/MA & 361/239/2005/MX & 361/2649/2005/MA

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

~~Is this item applicable?~~ ☐

~~Will this be discharged or satisfied prior to or at settlement?~~ ~~[YES/NO]~~

~~Are there attachments?~~ ~~[YES/NO]~~

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

~~Date requirement given:~~

~~Name of body giving requirement:~~

~~Nature of requirement:~~

~~Contribution payable (if any):~~

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5.3	section 50(2) — Agreement to vest land in a council or the Crown to be held as open space	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[YES/NO]
		Are there attachments?	[YES/NO]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of agreement:	
		Names of parties:	
		Terms of agreement:	
		Contribution payable (if any):	
5.4	section 55 — Order to remove or perform work	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[YES/NO]
		Are there attachments?	[YES/NO]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of order:	
		Terms of order:	
		Building work (if any) required to be carried out:	
		Amount payable (if any):	
5.5	section 56 — Notice to complete development	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[YES/NO]
		Are there attachments?	[YES/NO]
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Date of notice:	
		Requirements of notice:	
		Building work (if any) required to be carried out:	
		Amount payable (if any):	
5.6	section 57 — Land management agreement	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	[YES/NO]
		Are there attachments?	[YES/NO]

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

Date of agreement:

Names of parties:

Terms of agreement:

5.7 section 60—Notice of intention by building owner

Is this item applicable? ☐

Will this be discharged or satisfied prior to or at settlement? [YES/NO]

Are there attachments? [YES/NO]

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

Date of notice:

Building work proposed (as stated in the notice):

Other building work as required pursuant to the Act:

5.8 section 69—Emergency order

Is this item applicable? ☐

Will this be discharged or satisfied prior to or at settlement? [YES/NO]

Are there attachments? [YES/NO]

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

Date of order:

Name of authorised officer who made order:

Name of authority that appointed the authorised officer::

Nature of order:

Amount payable (if any):

5.9 section 71—Fire safety notice

Is this item applicable? ☐

Will this be discharged or satisfied prior to or at settlement? [YES/NO]

Are there attachments? [YES/NO]

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

Date of notice:

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Name of authority giving notice:

Requirements of notice:

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

Amount payable (if any):

5.10 section 84 — Enforcement notice

Is this item applicable? ☐

Will this be discharged or satisfied prior to or at settlement? [YES/NO]

Are there attachments? [YES/NO]

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

Date notice given:

Name of relevant authority giving notice:

Nature of directions contained in notice:

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

Amount payable (if any):

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

Is this item applicable? ☐

Will this be discharged or satisfied prior to or at settlement? [YES/NO]

Are there attachments? [YES/NO]

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

Date order made:

Name of court that made order:

Action number:

Names of parties:

Terms of order:

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

5.12 *Part 11 Division 2 Proceedings*

Is this item applicable? ☐

Will this be discharged or satisfied prior to or at settlement? [YES/NO]

Are there attachments? [YES/NO]

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

Date of commencement of proceedings:

Date of determination or order (if any):

Terms of determination or order (if any):

6. Repealed Act conditions

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

Note

Do not omit this item. 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)

7. Emergency Services Funding Act 1998

7.1 section 16—Notice to pay levy

Is this item applicable? ☑

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

Are there attachments? YES

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

Refer to ANNEXURE 'D'

Date of Notice: 14/05/2025

Amount of levy payable: $202.00 fully paid

14. Highways Act 1926

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

Is this item applicable? ☐

Will this be discharged or satisfied prior to or at settlement? [YES/NO]

Are there attachments? [YES/NO]

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

Date of establishment of control of access:

Description of boundary of land affected:

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19. *Land Tax Act 1936*

19.1 ~~Notice, order or demand for payment of land tax~~

~~**Is this item applicable?**~~ ☐

~~**Will this be discharged or satisfied prior to or at settlement?**~~ ~~[YES/NO]~~

~~**Are there attachments?**~~ ~~[YES/NO]~~

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

Date of notice, order or demand:

Amount payable (as stated in the notice):

21. *Local Government Act 1999*

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

Is this item applicable? ☑

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

Are there attachments? YES

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

Refer to ANNEXURE 'C'

Date of notice, order etc: 14/05/2025

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

City of Salisbury

Land subject thereto:

CT 5884/954

Nature of requirements contained in notice, order etc

Council rates

Time for carrying out requirements:

Amount payable (if any): $793.30 outstanding balance

23 *Metropolitan Adelaide Road Widening Plan Act 1972*

23.1 ~~section 6 – Restriction on building work~~

~~***Is this item applicable?***~~ ☐

~~***Will this be discharged or satisfied prior to or at settlement?***~~ ~~[YES/NO]~~

~~***Are there attachments?***~~ ~~[YES/NO]~~

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

Does the restriction apply to all of the land? ~~[YES/NO]~~

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

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29. *Planning, Development and Infrastructure Act 2016*

29.1 Part 5- Planning and Design Code

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

Is this item applicable? ☑

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

Are there attachments? YES

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

Refer to ANNEXURE 'C' – PLANSA Data Extract

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

Certificate Title: CT5884/954

Zones: Housing Diversity Neighbourhood (HDN)

Subzones: No

Zoning overlays

Overlays

Aircraft Noise Exposure (ANEF 20)

The Aircraft Noise Exposure Overlay seeks to ensure development sensitive to aircraft noise is designed to minimise noise intrusion and provide appropriate interior acoustic amenity.

Airport Building Heights (Regulated) (All structures over 15 metres)

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

Affordable Housing

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

Building Near Airfields

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

Defence Aviation Area (All structures over 90 metres)

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

Prescribed Wells Area

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

Regulated and Significant Tree

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

Stormwater Management

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

Urban Tree Canopy

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

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		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 the State Planning Commission on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? **Note:-** For further information about the Planning and Design Code visit *www.code.plan.sa.gov*	YES
~~**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?***~~ ~~***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]~~

34 *Water Industry Act 2012*

34.1	Notice or order under the Act requiring payment of charges or other amounts or making other requirements	***Is this item applicable?***	☑
		Will this be discharged or satisfied prior to or at settlement?	YES
		Are there attachments?	YES
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): Refer to ANNEXURE 'F' Date of notice or order: 30/12/2004 Name of person or body who served notice or order: SA Water Amount payable (if any) as specified in the notice or order: N/A Nature of other requirement made (if any) as specified in the notice or order: Notice of Encumbrance – recycled water plumbing audit	

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Schedule—Division 2—Other particulars ☑

(section 7(1)(b))

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 repealed *Development Act 1993* or the *Planning, Development and Infrastructure Act 2016)*?

NO

Note-

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

It should be noted that—

- *the approval of development by a council does not necessarily mean that thedevelopment 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.*

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ANNEXURES & ATTACHMENTS

The following documents are annexed hereto -

Form R3

Annexure A - SA Power Networks Easement Notice

Annexure B - Property Interest Report (PIR) Including Copy of certificate(s) of title

Annexure C - Council Search including PlanSA Section 7 report

Annexure D - Certificate of Emergency Services Levy Payable

Annexure E - Certificate of Land Tax Payable

Annexure F - Certificate of Water and Sewer Charges & Encumbrance Information

Annexure G – Encumbrance

Acknowledgement of Receipt

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

Dated this day of 2025

Signed: _____

_____
Purchaser(s)

*(*Strike out whichever is not applicable)*

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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 1995 regulation 15A

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 the Office of Consumer and Business Affairs recommends that you check the website: www.ocba.sa.gov.au/Realestate/

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

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

Safety

- Is there **asbestos** in any of the buildings or elsewhere on the property

  e.g. sheds and fences?

- Does the property have any significant **defects** e.g. **cracking or salt damp**?

  Have the wet areas been waterproofed?

- Is the property in a **bushfire** prone area?

- Are the **electrical wiring, gas installation, plumbing and appliances** in good working order and in good condition? Is a **safety switch** (RCD) installed? Is it working?

- Are there any prohibited **gas appliances** in bedrooms or bathrooms?

- Are **smoke alarms** installed in the house? If so, are they hardwired? Are they in good working order and in good condition? Are they compliant?

- Is there a **swimming pool and/or spa pool** installed on the property? Are there any safety barriers or fences in place? Do they conform to current standards?

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- Does the property have any **termite** or other pest infestations? Is there a current preventative termite treatment program in place? Was the property treated at some stage with persistent organochlorines (now banned) or other **toxic** termiticides as 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? Do you understand the restrictions of use and the financial obligations of ownership? Will you have to pay a previous owner's debt or the cost of planned improvements?

- Is the property close to a hotel, restaurant or other venue with entertainment consent for live music? Is the property close to any industrial or commercial activity, a busy road or airport, etc that may result in the generation of noise or the **emission of materials or odours** into the air?

- What appliances, equipment and fittings are included in the sale of the property?

- Is there sufficient car parking space available to the property?

Value

- Are there any **illegal or unapproved additions**, extensions or alterations to the buildings on the property?

- How **energy efficient** is the home, including appliances and lighting?

- What **energy sources** (e.g. electricity, gas) are available?

- Is the property connected to SA Water operated and maintained **mains water**? Is a mains water connection available? Does the property have a **recycled water** connection? What sort of water meter is located on the property (a **direct or indirect meter** – an indirect meter can be located some distance from the property)? Is the property connected to a water meter that is also serving another property?

- Are there water taps outside the building? Is there a watering system installed? Are they in good working order and in good condition?

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- 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.ocba.sa.gov.au/consumeradvice/realestate

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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ANNEXURE 'A' (1 page)

Electricity Infrastructure - Building Restrictions and Statutory Easements

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

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

a) requiring the person to take specified action to remove or modify the building or structure within a specified period;

b) for compensation from the person for loss or damage suffered in consequence of the contravention; and/or

c) for costs reasonably incurred by the entity in relocating the powerline or carrying out other work.

Contact the Office of the Technical Regulator in DMITRE for further details.

Statutory easements

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

This notice does not necessarily imply that any statutory or other easement exists. However, where in existence, statutory easements provide these businesses (identified in the relevant legislation) with the right of entry, at any reasonable time, to operate, repair, examine, replace, modify or maintain their equipment, to bring any vehicles or equipment on the land for these purposes, and to install, operate and carry out work on any telecommunications cables or equipment that may be incorporated in, or attached to, their equipment (Clause 2 of Schedule 1 of the Electricity Corporations (Restructuring and Disposal) Act 1999; section 48A of the Electricity Act 1996).

A statutory easement is not generally registered on the title for the land.
To avoid risking injury and damage, it is recommended that the location of underground services be confirmed by telephoning Dial-Before-You-Dig on 1100.

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

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Product	Register Search (CT 5884/954)
Date/Time	13/05/2025 04:05PM
Customer Reference	69412
Order ID	20250513009663

REAL PROPERTY ACT, 1886
South Australia

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

Certificate of Title - Volume 5884 Folio 954

Parent Title(s) CT 5882/251

Creating Dealing(s) RTU 9470793

Title Issued 04/12/2002 **Edition** 5 **Edition Issued** 08/11/2016

Estate Type

FEE SIMPLE

Registered Proprietor

JUYUAN LIAO
OF 27 THE WALK MAWSON LAKES SA 5095
9 / 10 SHARE

HAI MING YEN
OF 27 THE WALK MAWSON LAKES SA 5095
1 / 10 SHARE

Description of Land

ALLOTMENT 201 DEPOSITED PLAN 60965
IN THE AREA NAMED MAWSON LAKES
HUNDRED OF YATALA

Easements

NIL

Schedule of Dealings

Dealing Number	Description
9562336	ENCUMBRANCE TO URBAN RENEWAL AUTHORITY (SINGLE COPY ONLY)
12616825	MORTGAGE TO WESTPAC BANKING CORPORATION (ACN: 007 457 141)

Notations

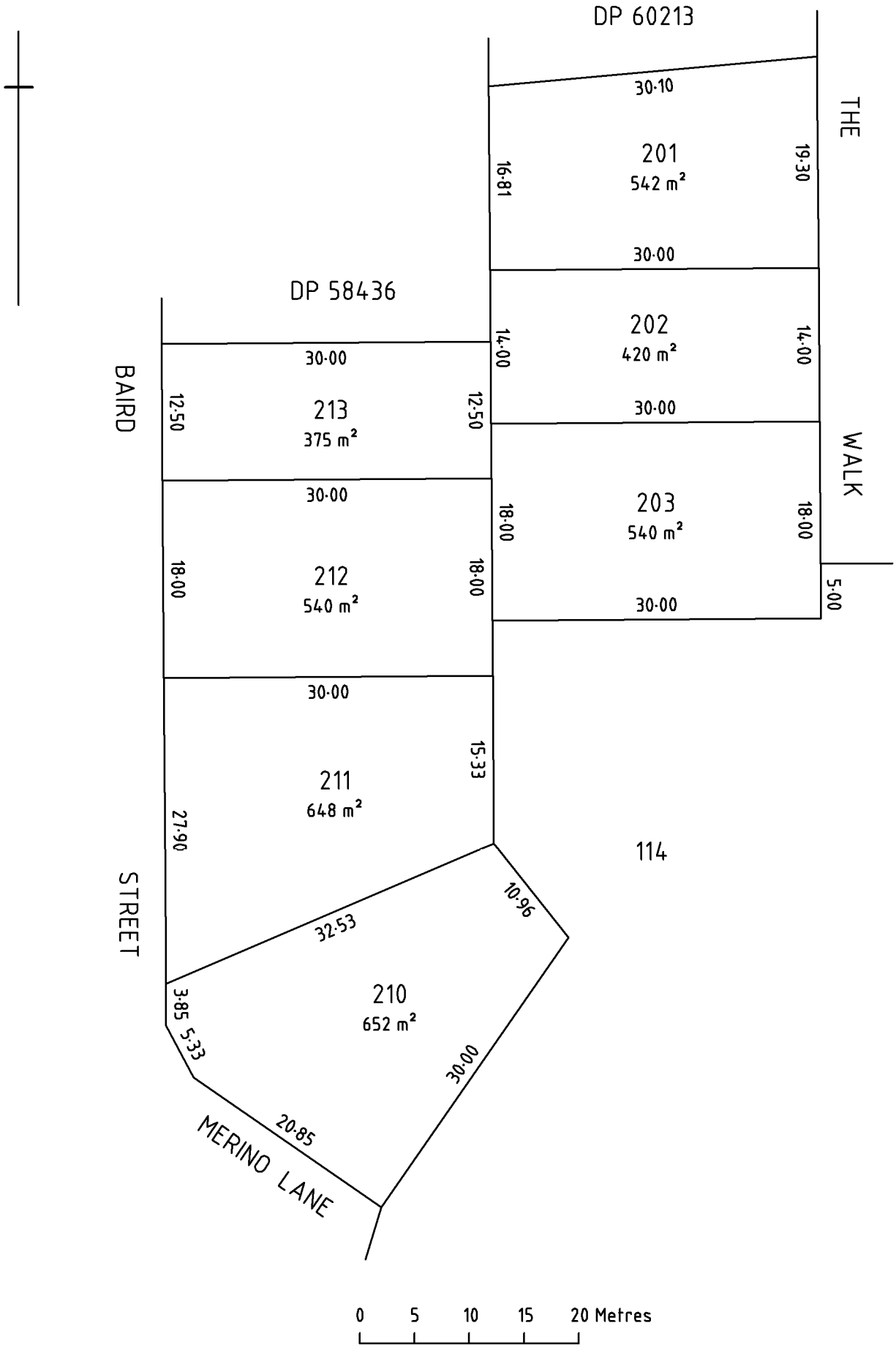
Dealings Affecting Title	NIL
Priority Notices	NIL
Notations on Plan	NIL
Registrar-General's Notes	NIL
Administrative Interests	NIL

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LAND SERVICES SA

Product	Register Search (CT 5884/954)
Date/Time	13/05/2025 04:05PM
Customer Reference	69412
Order ID	20250513009663



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Product	Check Search
Date/Time	13/05/2025 04:05PM
Customer Reference	69412
Order ID	20250513009663

Certificate of Title

Title Reference: CT 5884/954

Status: CURRENT

Edition: 5

Dealings

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

Priority Notices

NIL

Registrar-General's Notes

No Registrar-General's Notes exist for this title

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LAND SERVICES SA

Product	Title and Valuation Package
Date/Time	13/05/2025 04:05PM
Customer Reference	69412
Order ID	20250513009663

Certificate of Title

Title Reference	CT 5884/954
Status	CURRENT
Easement	NO
Owner Number	17221707
Address for Notices	27 THE WALK MAWSON LAKES, SA 5095
Area	542m² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

JUYUAN LIAO
OF 27 THE WALK MAWSON LAKES SA 5095
9 / 10 SHARE

HAI MING YEN
OF 27 THE WALK MAWSON LAKES SA 5095
1 / 10 SHARE

Description of Land

ALLOTMENT 201 DEPOSITED PLAN 60965
IN THE AREA NAMED MAWSON LAKES
HUNDRED OF YATALA

Last Sale Details

Dealing Reference	TRANSFER (T) 12616824
Dealing Date	12/10/2016
Sale Price	$887,000
Sale Type	FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
ENCUMBRANCE	9562336	URBAN RENEWAL AUTHORITY
MORTGAGE	12616825	WESTPAC BANKING CORPORATION (ACN: 007 457 141)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
4460618758	CURRENT	27 THE WALK, MAWSON LAKES,

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Valuation Number	Status	Property Location Address
		SA 5095

Notations

Dealings Affecting Title

NIL

Notations on Plan

NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	4460618758
Type	Site & Capital Value
Date of Valuation	01/01/2024
Status	CURRENT
Operative From	01/07/2003
Property Location	27 THE WALK, MAWSON LAKES, SA 5095
Local Government	SALISBURY
Owner Names	JUYUAN LIAO HAI MING YEN
Owner Number	17221707
Address for Notices	27 THE WALK MAWSON LAKES, SA 5095
Zone / Subzone	HDN - Housing Diversity Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1100 - House
Description	9H DG
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
D60965 ALLOTMENT 201	CT 5884/954

Values

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Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	$485,000	$1,050,000			
Previous	$470,000	$930,000			

Building Details

Valuation Number	4460618758
Building Style	Reproduction
Year Built	2005
Building Condition	Excellent
Wall Construction	Bluestone; Slate Tile
Roof Construction	Tiled (Terra Cotta or Cement)
Equivalent Main Area	345 sqm
Number of Main Rooms	9

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

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Docusign Envelope ID: 6018EB76-919F-43FB-A6D0-F0378D557977

Property Interest Report

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

Title Reference	CT 5884/954	**Reference No.**	2673548
Registered Proprietors	J*LIAO & ANR	**Prepared**	13/05/2025 16:05
Address of Property	27 THE WALK, MAWSON LAKES, SA 5095		
Local Govt. Authority	CITY OF SALISBURY		
Local Govt. Address	PO BOX 8 SALISBURY SA 5108		

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

Table of Particulars

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

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

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 Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.2	section 50(1) - Requirement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.3	section 50(2) - Agreement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.4	section 55 - Order to remove or perform work	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
5.5	section 56 - Notice to complete development	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
5.6	section 57 - Land management agreement	Refer to the Certificate of Title
5.7	section 60 - Notice of intention by building owner	Contact the vendor for these details
5.8	section 69 - Emergency order	State Planning Commission in the Department for Housing and Urban Development has no record of any order affecting this title also Contact the Local Government Authority for other details that might apply
5.9	section 71 - Fire safety notice	Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any notice affecting this title

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

6. Repealed Act conditions

6.1	Condition (that continues to apply) of an approval or authorisation granted under the *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 Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply

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 The Planning and Design Code (the Code) is a statutory instrument under the *Planning, Development and Infrastructure Act 2016* for the purposes of development assessment and related matters within South Australia. The Code contains the planning rules and policies that guide what can be developed in South Australia. Planning authorities use these planning rules to assess development applications. To search and view details of proposed statewide code amendments or code amendments within a local government area, please search the code amendment register on the SA Planning Portal: https://plan.sa.gov.au/have_your_say/code-amendments/code_amendment_register or phone PlanSA on 1800 752 664.
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 Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.3	section 139 - Notice of proposed work and notice may require access	Contact the vendor for these details
29.4	section 140 - Notice requesting access	Contact the vendor for these details
29.5	section 141 - Order to remove or perform work	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.6	section 142 - Notice to complete development	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.7	section 155 - Emergency order	State Planning Commission in the Department for Housing and Urban Development

		has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.8	section 157 - Fire safety notice	Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.9	section 192 or 193 - Land management agreement	Refer to the Certificate of Title
29.10	section 198(1) - Requirement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.11	section 198(2) - Agreement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.12	Part 16 Division 1 - Proceedings	Contact the Local Government Authority for details relevant to this item also Contact the vendor for other details that might apply
29.13	section 213 - Enforcement notice	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.14	section 214(6), 214(10) or 222 - Enforcement order	Contact the Local Government Authority for details relevant to this item also State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

30. *Plant Health Act 2009*

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

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

31.1	Part 3 - Notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
31.2	*Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)* (revoked) Part 2 - Condition (that continues to apply) of an approval	Public Health in DHW has no record of any condition affecting this title also Contact the Local Government Authority for other details that might apply
31.3	*Public and Environmental Health (Waste Control) Regulations 2010* (revoked) regulation 19 - Maintenance order (that has not been complied with)	Public Health in DHW has no record of any order affecting this title also Contact the Local Government Authority for other details that might apply

32. *South Australian Public Health Act 2011*

32.1	section 66 - Direction or requirement to avert spread of disease	Public Health in DHW has no record of any direction or requirement affecting this title
32.2	section 92 - Notice	Public Health in DHW has no record of any notice affecting this title also Contact the Local Government Authority for other details that might apply
32.3	*South Australian Public Health (Wastewater) Regulations 2013* Part 4 - Condition (that continues to apply) of an approval	Public Health in DHW has no record of any condition affecting this title also Contact the Local Government Authority for other details that might apply

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

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

34. *Water Industry Act 2012*

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

35. *Water Resources Act 1997* (repealed)

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

36. Other charges

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

Other Particulars

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

1.	Particulars of transactions in last 12 months	Contact the vendor for these details
2.	Particulars relating to community lot (including strata lot) or development lot	Enquire directly to the Secretary or Manager of the Community Corporation
3.	Particulars relating to strata unit	Enquire directly to the Secretary or Manager of the Strata Corporation
4.	Particulars of building indemnity insurance	Contact the vendor for these details also Contact the Local Government Authority
5.	Particulars relating to asbestos at workplaces	Contact the vendor for these details
6.	Particulars relating to aluminium composite panels	Please note that the audit is limited to classes of buildings, and that this note does not confirm the presence or absence of Aluminium Composite Panelling. Contact the vendor for relevant details.
7.	Particulars relating to court or tribunal process	Contact the vendor for these details
8.	Particulars relating to land irrigated or drained under Irrigation Acts	SA Water will arrange for a response to this item where applicable
9.	Particulars relating to environment protection	Contact the vendor for details of item 2 also EPA (SA) 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)*	This title falls outside the Dog Fence rateable area. Accordingly, the Dog Fence Board holds no current interest in relation to Dog Fence rates.
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.

Docusign Envelope ID: 6018EB76-919F-43FB-A6D0-F0378D557977

City of Salisbury
ABN 82 615 416 895

34 Church Street
PO Box 8
Salisbury SA 5108

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

salisbury.sa.gov.au

14 May 2025

ANNEXURE 'C'

H Wu
314 Morphett St
ADELAIDE SA 5000

Location: 27 The Walk , Mawson Lakes SA 5095
Title Details: Lot 201 D 60965 Sec 2242
CT-5884/954
Owner: H M Yen and J Liao
Assessment No: 533585

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

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

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

Rates:	**3,336.50**
Rebates:	-163.20
Total:	**3,173.30**

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

	Arrears:	0.00
	Interest on Arrears:	0.00
	Fines on Current:	0.00
Less	Paid This Year:	-2,380.00
	Arrears Legal Fees:	0.00
	Current Legal Fees:	0.00
	Overpayment:	0.00
	Refunds:	0.00

Current Rates Balance:		793.30
Property Debt:		0.00
Building Upgrade Debt:		0.00
Current reWater Balance:		0.00

Total Balance: $793.30

Docusign Envelope ID: 6018EB76-919F-43FB-A6D0-F0378D557977

Important Information:

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

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

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

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



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

BPAY Payments can be made using the following details:

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

Billercode: 8649
Reference: 533585

Docusign Envelope ID: 6018EB76-919F-43FB-A6D0-F0378D557977

City of Salisbury
ABN 82 615 416 895

34 Church Street
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14 May 2025

H Wu
314 Morphett St
ADELAIDE SA 5000

Dear Sir / Madam

Request for Information

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

Yours faithfully

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

Docusign Envelope ID: 6018EB76-919F-43FB-A6D0-F0378D557977

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

APPLICANT	H Wu	**Certificate No:**89465
	314 Morphett St ADELAIDE SA 5000	**Date of Issue:** 14 May 2025

DESCRIPTION OF LAND	27 The Walk , Mawson Lakes SA 5095 CT-5884/954

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

DEVELOPMENT ACT 1993 (repealed)

SECTION 42
Condition (that continues to apply) of a development authorisation

Application No: 361/1113/2003/MA
Description: TWO STOREY DWELLING & GARAGE
Decision Date: 12-Jun-2003
Decision: Approved
Conditions: 13

1. The refuse/litter from the building site shall be contained in a suitable metal or mesh receptacle on the site. All waste produced on the site is to be retained in the container at all times and removed from the site at the completion of the building work.

   The site shall also be provided with proper sanitary facilities, namely a builders toilet, at all times during the construction of the proposed building work.

   Reason: To prevent the spread of building waste to adjoining premises and to maintain sanitary conditions on site.

2. Where brittle floor coverings are to be used, the special measures in regard to shrinkage control specified in AS 2870 shall be implemented.

   Reason: To control movement of the concrete floor and prevent the cracking of the floor covering.

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3. Where the distance of the sewer trench is less than 1.2 metres from the footing of the dwelling, the depth of the trench is to be established before the footing is poured. The depth of the piers at this point is to be confirmed by the Engineer.

   Reason: To ensure the stability of the footing.

4. The roof and floor (if applicable) truss layout and design specifications from the truss manufacturer must be submitted to Council for approval prior to erection.

   Reason: To ensure the structural soundness of the roof and floor.

5. In accordance with the City of Salisbury's Inspection Policy, the Builder or Owner is required to give Council one business days notice of the following stages of construction;

   - Prior to placement of concrete for footings or other structural purposes; (Note: Where an Engineer carries out an inspection, Council will also require a copy of the inspection certificate to be forwarded to Council);
   - At the completion of wall and roof frame prior to the fixing of any internal linings; and
   - At the completion of the building work, prior to hand over.

   Such Notice shall be provided in fax (8281 5466) or email notifications@salisbury.sa.gov.au, marking attention to the Responsible Officer as listed on this Development Approval.

   Reason: To allow for the inspection of the building work by the Responsible Officer.

6. A certificate verifying that controlled fill has been placed on site shall be submitted to Council prior to construction.

   Reason: To ensure adequate bearing capacity for the structure.

7. That the Hot Water System is designed and installed in accordance with the Waterworks Act 1932 and the Waterworks Regulations 1996. In addition the Hot Water System shall have the required *Renewable Energy Certificates* or *Energy Rating Label*.

   Reason: To comply with Part 3.12.5.0 and Part 3.12.5.4 of the BCA Volume 2, Energy Efficiency.

8. All heating and cooling ductwork and fittings must be insulated in accordance with Table 3.12.5.2 for minimal thermal insulation.

   Reason: To prevent the loss of heat and facilitate cooling.

9. A ceiling fan must be fitted to a habitable room (mainly the) to supply adequate ventilation

   Reason: To comply with Part 3.12.4, Table 3.12.4.1 of the BCA Volume 2, Energy Efficiency.

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10. The two sets of 2/Y16 bars in the bottom of the slab over the lounge room shown on drawing number S1 are designated by parallel lines and submitted for approval prior to construction.

    Reason: *To ensure proper detailing.*

11. The proposal shall be developed in accordance with the details and Council stamped approved plans lodged with the application, except where varied by the conditions herein.

12. The proposed building(s) finished floor level is to be a minimum of 300mm above the top of the roadside kerb immediately adjacent to the building site.

    Reason: *To allow disposal of stormwater.*

13. The longitudinal grade of the proposed driveway within the subject land shall not exceed 1 in 4 gradient.

    The longitudinal grade from the roadway to the property boundary shall conform to Council's attached standard drawing titled 'Vehicular Crossing' (C8) which details the requirement of 150mm rise in the driveway at the property line for flood protection and the crossfall allowance for footpaths.

    Reason: *To ensure adequate vehicular access to the property and allow for future footpath.*

Application No:	361/239/2005/MX
Description:	VERANDAH
Decision Date:	25-Feb-2005
Decision:	Approved
Conditions:	5

1. The refuse/litter from the building site shall be contained in a suitable metal or mesh receptacle on the site. All waste produced on the site is to be retained in the container at all times and removed from the site at the completion of the building work.

   The site shall also be provided with proper sanitary facilities, namely a builders toilet, at all times during the construction of the proposed building work.

   Reason: *To prevent the spread of building waste to adjoining premises and to maintain sanitary conditions on site.*

Docusign Envelope ID: 6018EB76-919F-43FB-A6D0-F0378D557977

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

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

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

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

3. The rafters and fascia supporting the proposed structure approved herein shall be strengthened as follows:

- Each existing rafter of the existing dwelling shall be connected to the existing fascia using not less than 500mm x 4mm thick long fascia brackets (refer to manufacturers instructions; and
- Each existing rafter of the dwelling shall be provided with a rafter stiffener being a length of 90 x 45 MGP10 pine bolted through the rafter at no more than 300mm centres and measuring twice in length the distance to the eaves overhang or 1200mm which ever distance is greater.

   Reason: To ensure that the new structure is adequately supported by the roof framing components of the existing building.

4. The proposal shall be developed in accordance with the details and Council stamped approved plans lodged with the application, except where varied by the conditions herein.

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

5. The proposed structure shall not be enclosed with any solid material without the prior consent of Council.

   Reason: To maintain the visual amenity of the locality.

Docusign Envelope ID: 6018EB76-919F-43FB-A6D0-F0378D557977

Application No:	361/2649/2005/MA
Description:	AMENDEMNT TO DA 361/1113/03 FOR DISPLAY HOME AND ASSOCIATED SIGNAGE
Decision Date:	23-Sep-2005
Decision:	Approved
Conditions:	7

1. The refuse/litter from the building site shall be contained in a suitable metal or mesh receptacle on the site. All waste produced on the site is to be retained in the container at all times and removed from the site at the completion of the building work.

   The site shall also be provided with proper sanitary facilities, namely a builders toilet, at all times during the construction of the proposed building work.

   Reason: To prevent the spread of building waste to adjoining premises and to maintain sanitary conditions on site.

2. That both the footing piers are sully founded in firm natural ground, not fill.

   Reason: To ensure structural adequacy.

3. That Engineer's design calculations are submitted, for approval, for the steel framed sign superstructure prior to construction.

   Reason: To ensure structural adequacy.

4. The proposal shall be developed in accordance with the details and Council stamped approved plans lodged with the application, except where varied by the conditions herein.

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

5. Opening hours are to be Saturdays and Sundays only between the hours of 1.30 pm till 5.00pm

6. The approval granted herein for a Display Home shall be limited to a period not exceeding 24 months from the date of the notice. Any fencing, pathways, floodlighting, sales office and signage not associated with the residential use of the building shall be removed after the building is reverted to residential use after this period.

   Reason: To maintain the visual amenity of the locality.

7. The advertisement and/or advertising (including supporting structures) shall be prepared and erected in a professional and workmanlike manner and maintained in good repair at all times, to the reasonable satisfaction of Council. No bunting or streamers shall be displayed on the subject site or on Council land.

   Reason: To maintain visual amenity and public safety in the locality.

Docusign Envelope ID: 6018EB76-919F-43FB-A6D0-F0378D557977

Repealed Act Conditions

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

Building Act 1971 (repealed)
City of Adelaide Development Control Act 1976 (repealed)
Planning Act 1982 (repealed) or
Planning and Development Act 1966 (repealed)

No

PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016

PART 5 – Planning and Design Code

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

Refer to PlanSA Section 7 report attached.

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

Refer to PlanSA Section 7 Report attached

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

Refer to PlanSA Section 7 Report attached

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

Refer to PlanSA Section 7 Report attached

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

Flooding Hazards Mapping Update Code Amendment
Accommodation Diversity Code Amendment

For further information about the Planning and Design Code Amendment visit Code amendments | PlanSA

Also refer to Property Interest Report

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

Docusign Envelope ID: 6018EB76-919F-43FB-A6D0-F0378D557977

Refer to PlanSA Section 7 Report attached

DEVELOPMENT ACT 1993 (repealed)

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

No

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

No

Section 55—Order to remove or perform work

No

Section 56—Notice to complete development

No

Section 57—Land management agreement

SEE TITLE FOR DETAILS

Section 69—Emergency order

No

Section 71—Fire safety notice

No

Section 84—Enforcement notice

No

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

No

Part 11 Division 2—Proceedings

No

Docusign Envelope ID: 6018EB76-919F-43FB-A6D0-F0378D557977

FIRE AND EMERGENCY SERVICES ACT 2005

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

No

FOOD ACT 2001

Section 44—Improvement Notice

No

Section 46—Prohibition Order

No

HOUSING IMPROVEMENT ACT 1940 (repealed)

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

No

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

No

LAND ACQUISITION ACT 1969

Section 10 Notice of Intention to acquire

No

LOCAL GOVERNMENT ACT 1934 (repealed)

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

No

LOCAL GOVERNMENT ACT 1999

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

No

For charges refer to the Certificate of Rates Liabilities

Docusign Envelope ID: 6018EB76-919F-43FB-A6D0-F0378D557977

LOCAL NUISANCE AND LITTER CONTROL ACT 2016

Section 30 – Nuisance or litter abatement notice

No

PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016

Section 141 – Order to Remove of Perform Work

No

Section 142 – Notice to Complete Development

No

Section 155 – Emergency Order

No

Section 157 – Fire Safety Notice

No

Section 192 or 193 Land Management Agreement

SEE TITLE FOR DETAILS

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

No

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

No

Part 16 Division 1 – Proceedings

No

Section 213 – Enforcement Notice

No

Docusign Envelope ID: 6018EB76-919F-43FB-A6D0-F0378D557977

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

No

PUBLIC AND ENVIRONMENTAL HEALTH ACT 1987 (repealed)

Part 3—Notice

No

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

No

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

No

SOUTH AUSTRALIAN PUBLIC HEALTH ACT 2011

Section 92 – Notice

No

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

No

OTHER CHARGES

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

For charges refer to the Certificate of Rates Liabilities

BUILDING INDEMNITY INSURANCE

Section 7(1)(c)

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

Note—Building indemnity insurance is not required for—

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

Docusign Envelope ID: 6018EB76-919F-43FB-A6D0-F0378D557977

(b) minor domestic building work (see section 3 of the *Building Work Contractors Act 1995*); or
(c) domestic building work commenced before 1 May 1987; or
(d) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* applies under the *Building Work Contractors Regulations 2011*; or
(e) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* has been granted under section 45 of that Act.

YES

Application No:	361/1113/2003/MA
Name(s) of person(s) insured:	Giovanni Reveruzzi
Name of insurer:	Royal & Sun Alliance Insurance Australia Ltd – Home Owners Warranty
Certificate Number:	125462
Limitations on the liability of the insurer:	Statutory Cover
Name of builder:	Giovanni Reveruzzi
Builder's Licence Number:	BLD7591
Date of issue of insurance:	23.04.2003
Description of insured building work:	Single Dwelling

Also refer to PlanSA Section 7 Report attached.

FURTHER INFORMATION HELD BY COUNCIL

Does the council hold details of any development approvals relating to –
(a) commercial or industrial activity at the land; or
(b) a change in the use of the land or part of the land (within the meaning of the Development Act 1993 or the Planning, Development and Infrastructure Act 2016

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

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

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

Authorised Officer: Heidi Crossley

Date: 14/05/2025

Docusign Envelope ID: 6018EB76-919F-43FB-A6D0-F0378D557977

SALES NOTICE

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

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

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

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

Docusign Envelope ID: 6018EB76-919F-43FB-A6D0-F0378D557977

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

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PlanSA

Data Extract for Section 7 search purposes

Valuation ID 4460618758

Data Extract Date: 14/05/2025

Parcel ID: D60965 AL201

Certificate Title: CT5884/954

Property Address: 27 THE WALK MAWSON LAKES SA 5095

Zones

Housing Diversity Neighbourhood (HDN)

Subzones

No

Zoning overlays

Overlays

Aircraft Noise Exposure (ANEF 20)

The Aircraft Noise Exposure Overlay seeks to ensure development sensitive to aircraft noise is designed to minimise noise intrusion and provide appropriate interior acoustic amenity.

Airport Building Heights (Regulated) (All structures over 15 metres)

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

Affordable Housing

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

Building Near Airfields

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

Defence Aviation Area (All structures over 90 metres)

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

Prescribed Wells Area

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

Regulated and Significant Tree

Docusign Envelope ID: 6018EB76-919F-43FB-A6D0-F0378D557977

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

Stormwater Management

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

Urban Tree Canopy

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

Is the land situated in a State Heritage Place/Area

No

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

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

Is the land designated as a Local Heritage Place

No

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

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

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

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

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

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

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

Docusign Envelope ID: 6018EB76-919F-43FB-A6D0-F0378D557977

Associated Development Authorisation Information

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

No

Land Management Agreement (LMA)

No

Docusign Envelope ID: 6018EB76-919F-43FB-A6D0-F0378D557977

ANNEXURE 'D'

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE
ABN 19 040 349 865
Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

The details shown are current as at the date of issue.

PIR Reference No: 2673548

DATE OF ISSUE
14/05/2025

CITI FORM 1 SERVICES PTY LTD
314 MORPHETT STREET
ADELAIDE SA 5000

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

OWNERSHIP NUMBER	OWNERSHIP NAME
17221707	J LIAO & H YEN

PROPERTY DESCRIPTION

27 THE WALK / MAWSON LAKES SA 5095 / LT 201 D60965

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R4	RE
4460618758	CT 5884/954	$1,050,000.00	1.000	0.400

LEVY DETAILS:

FINANCIAL YEAR
2024-2025

FIXED CHARGE	$	50.00
+ VARIABLE CHARGE	$	395.60
- REMISSION	$	243.60
- CONCESSION	$	0.00
+ ARREARS / - PAYMENTS	$	-202.00
= AMOUNT PAYABLE	$	0.00

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

EXPIRY DATE **12/08/2025**

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: 6018EB76-919F-43FB-A6D0-F0378D557977

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

Biller Code: 456285 **Ref: 7001961411** Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au ® Registered to BPAY Pty Ltd ABN 69 079 137 518	**To pay via the internet go to:** www.revenuesaonline.sa.gov.au	Send your cheque or money order, made payable to the **Community Emergency Services Fund**, along with this **Payment Remittance Advice** to: **Revenue SA** **Locked Bag 555** **ADELAIDE SA 5001**

Docusign Envelope ID: 6018EB76-919F-43FB-A6D0-F0378D557977

ANNEXURE 'E'

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

CERTIFICATE OF LAND TAX PAYABLE

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

PIR Reference No: 2673548

DATE OF ISSUE
14/05/2025

CITI FORM 1 SERVICES PTY LTD
314 MORPHETT STREET
ADELAIDE SA 5000

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

OWNERSHIP NAME
J LIAO & H YEN

FINANCIAL YEAR
2024-2025

PROPERTY DESCRIPTION
27 THE WALK / MAWSON LAKES SA 5095 / LT 201 D60965

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
4460618758	CT 5884/954	$485,000.00	0.0542 HA

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

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

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

ON OR BEFORE **12/08/2025**

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: 6018EB76-919F-43FB-A6D0-F0378D557977

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

Biller Code: 456293 **Ref: 7001961320** Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au ® Registered to BPAY Pty Ltd ABN 69 079 137 518	**To pay via the internet go to:** www.revenuesaonline.sa.gov.au	Send your cheque or money order, made payable to the **Commissioner of State Taxation**, along with this **Payment Remittance Advice** to: **Revenue SA** **Locked Bag 555** **ADELAIDE SA 5001**

Docusign Envelope ID: 6018EB76-919F-43FB-A6D0-F0378D557977

SA Water

ANNEXURE 'F'

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
44 60618 75 8	CT5884954	14/5/2025	8557	2673548

CITI FORM 1 SERVICES PTY LTD
314 MORPHETT ST
ADELAIDE SA 5000
helenw.suntide@gmail.com

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: J LIAO
Location: 27 THE WALK MAWSON LAKES LT 201 D60965
Description: 7H DG
Capital Value: $1 050 000
Rating: Residential

Periodic charges

Raised in current years to 31/3/2025

				$
		Arrears as at: 30/6/2024	:	0.00
Water main available:	1/7/2003	Water rates	:	235.80
Sewer main available:	1/7/2003	Sewer rates	:	489.84
		Water use	:	609.03
		SA Govt concession	:	0.00
		Recycled Water Use	:	48.62
		Service Rent	:	0.00
		Recycled Service Rent	:	0.00
		Other charges	:	0.00
		Goods and Services Tax	:	0.00
		Amount paid	:	1,383.29CR
		Balance outstanding	:	0.00

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

Next quarterly charges: Water supply: 78.60 Sewer: 163.28 Bill: 28/5/2025

This account is in a recycled water scheme. For all enquiries relating to this please call 1300 650 950 This Account is billed four times yearly for water use charges.

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

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

Docusign Envelope ID: 6018EB76-919F-43FB-A6D0-F0378D557977

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

As constructed sanitary drainage drawings can be found at https://maps.sa.gov.au/drainageplans/.

SA Water advises this property is currently subject to an Encumbrance as at the date of issue of this certificate.

Docusign Envelope ID: 6018EB76-919F-43FB-A6D0-F0378D557977

SA Water

South Australian Water Corporation

Name:
J LIAO

Water & Sewer Account
Acct. No.: 44 60618 75 8 Amount: _____

Address:
27 THE WALK MAWSON LAKES LT 201
D60965

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	4460618758

BPAY

Biller code: 8888
Ref: 4460618758

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: 4460618758

Docusign Envelope ID: 6018EB76-919F-43FB-A6D0-F0378D557977

SA Water

SA Water

Our Ref: L226945
Account No: 4460618758
Enquiries: WATER INVESTIGATIONS
Office Hours: 8:30am to 4:30pm
Telephone: (08) 7424 1360
Facsimile: (08) 7003 1360
Date: 30/12/2004

SOUTH AUSTRALIAN
WATER CORPORATION

SA Water House
250 Victoria Square
Adelaide SA 5000

GPO Box 1751
Adelaide SA 5001

Telephone +61 8 1300 650 950

ABN 69 336 525 019

G REVERUZZI
226 MAGILL RD
BEULAH PARK SA 5067

NOTICE OF ENCUMBRANCE

You are hereby notified that a recycled water notice has been placed on the following property:

27 THE WALK MAWSON LAKES SA 5095

In accordance with the SA Water Standard Customer Contract SA Water may require you to conduct inspections and audits of your plumbing system on a five-yearly basis or at transfer of ownership.

If you are selling the property, prior to settlement you are required to contact the above telephone number to make arrangements for a recycled water plumbing audit to be performed.

Yours Sincerely



_____(signed) For Chief Executive Officer

Government of South Australia

Docusign Envelope ID: 6018EB76-919F-43FB-A6D0-F0378D557977

ANNEXURE 'G'

E 9562336

14:09 2-Apr-2003 2 of 2 Fees: $0.00

Single Copy Only

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

MEMORANDUM OF ENCUMBRANCE

FORM APPROVED BY THE REGISTRAR GENERAL

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1886

Solicitor

J.F. COOPER

Series No.	Prefix
2	E

SINGLE COPY ONLY

AGENT CODE

Lodged by:

Correction to: LYNCH MEYER MSLM

BELOW THIS LINE FOR OFFICE USE ONLY

Date	Time	
FEES		
R.G.O.	POSTAGE	NEW C.T.
PAID		

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

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

SINGLE COPY ONLY

Assessor

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

1. .....
2. .....
3. .....

CORRECTION	PASSED

REGISTERED 15 APR 2003

pro REGISTRAR-GENERAL

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

ITEM(S)	AGENT CODE

© CORPORATE FORMS PTY LTD (May 2000)
Approval No: 896-2K

Lic No.1
document5

Docusign Envelope ID: 6018EB76-919F-43FB-A6D0-F0378D557977

DATED THE 14th DAY OF MARCH 2003

EXECUTION

SIGNED by the said)
GIOVANNI REVERUZZI)
in the presence of)

x ..... G Reveruzzi

x .....

Signature of Witness - Signed in my presence by the Encumbrancer who is either personally known to me or has satisfied me as to his/her/their identity

x CAROL BEESTON

Print FULL Name (BLOCK LETTERS)

x 3/269 SEACOMBE RD

Address

x STH BRIGHTON SA 5048

Address continued

x (08) 83824955

Business Hours Telephone No

* NB A penalty of up to $2000 or 6 months imprisonment applies for improper witnessing

Docusign Envelope ID: 6018EB76-919F-43FB-A6D0-F0378D557977

Form M2

MEMORANDUM OF ENCUMBRANCE R

CERTIFICATE(S) OF TITLE BEING ENCUMBERED

The whole of the land in CT Volume 5884 Folio 954

COMMISSIONER OF STATE TAXATION - TIMBER
SA STAMP DUTY PAID $0.00

LTO FEES PAID $90.50

ESTATE AND INTEREST

Estate in fee simple

ENCUMBRANCES

Nil

ORIGINAL WITH 0 Copies
EXEMPT / NOT CHARGEABLE
REF NO: SAM:494201
AUTH: MEY 699 2 02/04/2003

ENCUMBRANCER (Full Name and Address)

GIOVANNI REVERUZZI of 4 Inez Court, Rosslyn Park 5072

(Note: In this instrument the expression "the Owner" includes the Encumbrancer and each successive registered proprietor of the land comprised in the Certificate of Title being encumbered.)

ENCUMBRANCEE (Full Name and Address and Mode of Holding)

LAND MANAGEMENT CORPORATION of Level 8, Riverside Centre, North Terrace, Adelaide 5000

OPERATIVE CLAUSE

THE OWNER ENCUMBERS THE ESTATE AND INTEREST IN THE LAND ABOVE DESCRIBED FOR THE BENEFIT OF THE ENCUMBRANCEE SUBJECT TO THE ENCUMBRANCES AND OTHER INTERESTS AS SHOWN HEREON WITH AN ANNUITY OR RENT CHARGE OF

(a) Insert the amount of the annuity or rent charge

(a) TEN CENTS (10¢)

(b) State the term of the annuity or rent charge. If for life use the words "during his or her lifetime"

(b) TO BE PAID TO THE ENCUMBRANCEE IN PERPETUITY

(c) State the times appointed for payment of the annuity or rent charge. Any special covenants may be inserted on page 2.

(c) AT THE TIMES AND IN THE MANNER FOLLOWING

Payable (if demanded by the Encumbrancee) on the 1st day of January in each year (starting on 1st day of January in the next calendar year immediately following the date of execution of this instrument) to the intent:

- that the Encumbrancee will hold the annuity in fee simple to secure the compliance by the Owner with the covenants contained in this instrument; and
- that the Encumbrancee will not demand payment of the annuity if, and so long as, the Owner complies with all of the covenants.

THE DEVELOPMENT ZONE

"the Development Zone" means the area of land marked "A" in the plan deposited in the General Registry Office Numbered GP 420 of 2002.

IT IS COVENANTED by the Owner with the Encumbrancee and with all other persons claiming under the Encumbrancee as purchasers of any land in the Development Zone (as defined on the front page of this instrument) as follows to the intent:

- that the covenants in this instrument will run with and bind the land; and
- that the benefit of each of the covenants will be annexed to, and pass to future owners of, each and every part of the Development Zone.

1. **Not to be used other than as a dwelling, except with approval**

The land must not be used for any purpose other than a residential dwelling except with the prior written approval of the Encumbrancee.

2. **No building without Encumbrancee's approval**

2.1. The Owner must not do (or cause, suffer or permit to be done) any of the following on the land except in strict accordance with plans and specifications that have received the prior written approval of the Encumbrancee -

2.1.1. erect a building or structure;

2.1.2. carry out any siteworks;

2.1.3. erect a fence or wall;

2.1.4. erect any external sign, hoarding, tank, mast, pole, television antenna, satellite dish or radio aerial, either freestanding or fixed to any other building or structure; or

2.1.5. erect or place any external floodlights or spotlights.

2.2. The Owner must not submit any plans of building works to the Council for its approval until it has obtained the approval of the Encumbrancee.

3. **Encumbrance Building and Development Requirements**

The Encumbrancee will not act unreasonably in refusing any approval or imposing any condition of approval under clause 2. But a refusal or a condition cannot be deemed unreasonable if -

3.1. the proposal as submitted is contrary to any provision in the Encumbrance Building and Development Requirements; or

3.2. a corporate member of the Planning Institute of Australia certifies that the proposed works would have an adverse effect upon the development, appearance, health or amenity of the locality in which the land is situated or upon any part of that locality.

4. **Special dwelling features**

4.1. The Owner must not erect (or cause, suffer or permit the erection of) a dwelling on the land unless the dwelling includes the following features (and complies with any requirements in the Encumbrance Building and Development Requirements relating to any of the features):-

4.1.1. a dual water reticulation system;

4.1.2. a common service trench;

4.1.3. a common utility box;

4.1.4. siting, design and construction of the dwelling to make best use of solar energy;

4.1.5. insulation of ceilings and external walls in accordance with specified standards;

4.1.6. a computerised home management system; and

4.1.7. pre-wiring of the dwelling to facilitate the installation of the home management system and computer equipment.

4.2. The Owner must not submit dwelling plans and specifications to the Encumbrancee for approval, unless the plans and specifications are accompanied by sufficient information to satisfy the Encumbrancee that the requirements of clause 4.1 will be met.

4.3. The Owner must not occupy a dwelling on the land (or cause, suffer or permit the dwelling to be occupied) until the Encumbrancee has been provided with a certificate from the Owner, or from a licensed builder or independent certifier engaged by the Owner, stating that the dwelling has been completed in accordance with the requirements of clause 4.1 and the information submitted under clause 4.2.

4.4. **Definitions**

In this clause -

4.4.1. "dual water reticulation system" means a system which distributes separate reticulated supplies of potable mains water and non-potable recycled water from the boundary of the land to the dwelling and its curtilage;

4.4.2. "common service trench" means a trench carrying all service connections (for example, electricity, gas, telecommunications and water) from the front boundary of the land to the dwelling;

4.4.3. "common utility box" means a box affixed or built in to the wall of a dwelling, suitable for containing equipment for the metering of all services supplied to the land (for example, electricity, gas, telecommunications, mains water); and

4.4.4. "computerised home management system" means a computerised system for the management, measuring and controlling of such services and systems as may be nominated in writing by the Encumbrancee from time to time.

5. **No land division without Encumbrancee's approval**

The Owner must not divide the land except with the prior written approval of the Encumbrancee.

6. **Planning and zoning laws**

6.1. The land must not be used or developed except in accordance with -

6.1.1. any laws relating to planning or zoning from time to time in force; and

6.1.2. the conditions of any relevant consent or approval given by any Council or other relevant planning authority.

6.2. Any approval granted by the Encumbrancee does not constitute an agreement or representation as to adequacy, suitability or fitness of the proposal, plans or specifications so approved, nor that the Council will grants its approval. The Owner acknowledges that the Owner will not place any reliance on the Encumbrancee's approval , whether for the purposes of planning or zoning laws or otherwise.

7. **No delay**

The Owner -

7.1. must not permit any undue delay to occur in the commencement or completion of any works approved under clause 2; and

7.2. must not permit the commencement of the construction of a dwelling on the land to be delayed beyond a time limit of 18 months after the date of this instrument (or such further time as the Encumbrancee in its absolute discretion may agree in writing with the Owner).

8. **Option to buy back**

If the construction of a dwelling approved by the Encumbrancee is not commenced on the land before the expiry of the time limit stated in clause 7.2 (or such further time as the Encumbrancee may agree in writing with the Owner), then the following provisions will apply:-

8.1. The Encumbrancee may request the Owner to transfer the land to the Encumbrancee or its nominee. The request may be made at any time after the expiry of the time limit, unless by that time the construction of a dwelling has commenced.

8.2. The Encumbrancee may, in its sole discretion, determine a price for the transfer of the land (being not less than the gross sale price of the land to the Owner less 10%).

8.3. The Owner must, within one calendar month after the date of a request under clause 8.1, transfer an estate in fee simple in the land in accordance with the request, subject only to this encumbrance.

8.4. The Owner must promptly execute all relevant documentation submitted to it by the Encumbrancee for the purpose of giving effect to the transfer.

8.5. Rates, taxes and all other outgoings relating to of the land will be adjusted to the date of settlement of the transfer. All costs associated with the transfer will be borne by the Encumbrancee or its nominee.

8.6. The price fixed by the Encumbrancee will be payable to the Owner on settlement.

9. **No sale or lease before building is completed**

9.1. Subject to this clause and to clause 15, the Owner must not lease or transfer the land unless a dwelling, approved by the Encumbrancee under clause 2.1, has been completed upon the land.

9.2. If a dwelling, approved by the Encumbrancee under clause 2.1, has not been completed on the land and the Owner desires to transfer the land, then the following provisions will apply-

9.2.1. The Encumbrancee has the option of re-purchasing the land, subject only to this Encumbrance, for a price fixed by the Encumbrancee in the same manner as set out in clause 8.2.

9.2.2. The Owner must make an offer in writing to the Encumbrancee to sell the land to the Encumbrancee or its nominee for the price fixed by the Encumbrancee. The offer will remain open for acceptance for one calendar month after the date of service of the offer.

9.2.3. If the offer is accepted then -

- the Owner must sell the land to the Encumbrancee or its nominee upon the terms stated in this clause;
- settlement will be effected within one calendar month from the date of acceptance;
- the Owner must promptly execute all relevant documentation submitted to it by the Encumbrancee;
- rates, taxes and all other outgoings relating to the land will be adjusted to the date of settlement;
- all costs associated with the transfer will be borne by the Encumbrancee or its nominee; and
- the price fixed by the Encumbrancee will be payable on settlement.

9.2.4. Until the expiry of the period stated in clause 9.2.2, the Owner must not transfer or agree to transfer the land to any other person (unless in the meantime the Encumbrancee, in writing, unconditionally declines the offer).

9.2.5. This clause does not prevent a transfer of the land, upon the death of the Owner, to a person entitled to land under the will or upon the intestacy of the Owner.

9.3. If a dwelling approved by the Encumbrancee under clause 2.1 has not been completed on the land and the Owner causes or permits the land to be advertised for sale without first complying with clause 9.2, then the following provisions will apply:-

9.3.1. The Encumbrancee may exercise its option to purchase the land for a price fixed by the Encumbrancee in the same manner as set out in clause 8.2 on the same terms and conditions as set out in clause 9.2.

9.3.2. The option must be exercised by notice in writing served on the Owner within one calendar month of the date on which the Encumbrancee becomes aware that the land has been advertised for sale. (A certificate under the hand of a manager or secretary or other senior officer of the Encumbrancee shall be conclusive evidence of such date).

9.3.3. Settlement must be effected within two calendar months of the exercise of the option.

10. **Maintenance of landscaping, paving and parking areas**

10.1. The Owner must not allow the maintenance of the landscaping, paving and car parking areas on the land to fall below a standard that is acceptable to the Encumbrancee.

10.2. The Encumbrancee must act in good faith in determining the standard acceptable to it for the purposes of this clause.

11. **Notice to rectify breach**

11.1. The Encumbrancee, or a servant, agent or contractor of the Encumbrancee, may enter the land at any time, (after giving at least 24 hours notice to the Owner), for the purpose of inspecting the land to determine whether any of the Owner's obligations under this instrument has been breached. The Owner must not do (nor cause nor permit the doing of) anything to obstruct or hinder such entry or inspection.

11.2. If the Encumbrancee serves a written notice upon the Owner specifying a breach of any of the Owner's obligations under clauses 1, 2, 4, 5 or 10; and

11.3. the Owner fails to remedy the breach within one calendar month from the date of service of the notice, then

11.4. the Encumbrancee its servants, agents and contractors may enter the land and may take such action as the Encumbrancee deems necessary to remedy the breach; and

11.5. the Encumbrancee may recover from the Owner, in any court of competent jurisdiction, the costs incurred in remedying the breach.

12. **Acknowledgment of building scheme**

The Owner acknowledges for the Owner and the Owner's successors in title -

12.1. that the foregoing covenants are entered into and undertaken for the purposes of the Encumbrancee's scheme of development for the lands comprised in the Development Zone; and

12.2. that the Encumbrancee has warranted that it has required, and will continue to require, each purchaser of land in the Development Zone, as a condition of its sale, to execute an instrument in substantially similar form to this instrument and containing substantially similar covenants and other stipulations.

13. **Waiver**

13.1. The Encumbrancee, in its absolute discretion, may at any time modify, waive or release:-

13.1.1. any of the foregoing covenants; or

13.1.2. any covenants or stipulations contained in the Encumbrance Building and Development Requirements or in any other instrument relating to the land; or

13.1.3. any of the covenants contained in any similar instrument relating to any other land in the said Development Zone (regardless of whether the instrument was entered before or after this instrument).

13.2. A modification, waiver or release under clause 13.1.3 does not release the Owner from any of the covenants or stipulations referred to in clause 13.1.1 or 13.1.2.

14. **Release of Owner upon sale**

Once a dwelling has been completed on the land in accordance with the terms of the approval required under clause 2.1, the following provisions will apply -

14.1. The rent charge and covenants contained in this instrument will be binding only upon the registered proprietor for the time being of the land.

14.2. Subject to clause 14.3, each successive registered proprietor of the land will be released from the payment of the rent charge and from the performance of the covenants immediately upon transferring the fee simple in the land to another person.

14.3. Despite a transfer as referred to in clause 14.2, the rights of the Encumbrancee will be preserved against any former registered proprietor, in relation to a breach of this Encumbrance which occurred either before the transfer or by reason of the transfer.

15. **Sunset clause**

The rights and obligations of the Encumbrancee (but not those of any person claiming under the Encumbrancee as purchasers of any land in the Development Zone) will cease from whichever of the following dates occurs first:-

15.1. a date ten (10) years after the practical completion of an approved dwelling upon the last remaining vacant allotment in the Development Zone (excluding any allotment upon which no dwelling is permitted to be erected); or

15.2. the 1st day of January 2015.

16. **Service of notices**

16.1. A notice may be served on the Owner either:

16.1.1. by posting the notice in a prepaid envelope to the last known address of the Owner; or

16.1.2. if a dwelling has been erected on the land, by leaving the notice at or attached to the dwelling.

16.2. A Notice may be served on the Encumbrancee by being left at or posted in a prepaid envelope addressed to the Encumbrancee at its registered office in South Australia.

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

17. **Interpretation**

17.1. In this instrument:-

17.1.1. a reference to any gender includes all genders;

17.1.2. the singular includes the plural and vice versa;

17.1.3. a reference to a person includes a body corporate and vice versa;

17.1.4. a reference to a party includes the heirs, executors, successors or assigns of that party;

17.1.5. "the Owner" includes the Encumbrancer and each successive registered proprietor of the land (and, if there are two or more Owners at any time, the liability of those persons is joint and several);

17.1.6. "the Development Zone" means the Development Zone as defined on the front page of this instrument;

17.1.7. "the land" means the land subject to this instrument and includes any part of the land;

17.1.8. "Encumbrance Building and Development Requirements" means the Encumbrance Building and Development Requirements for Mawson Lakes (including precincts within Mawson Lakes) published by the Encumbrancee, which may include provisions reflecting the desired characters of particular precincts and may be varied from time to time by the Encumbrancee;

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

17.1.10. the construction of a dwelling on the land will not be deemed to have commenced until footings for the dwelling have been completed in accordance with an approval given by the Encumbrancee under clause 2.1;

17.1.11. a reference to the completion of a building or similar expression used in this Encumbrance means the Stage where:-

- the building work is complete except for minor omissions and minor defects:-

  (i) which do not prevent the building from being reasonably capable of being used for its intended purposes; and

  (ii) rectification of which will not prejudice the convenient use of the building; and

- all work on the external facade and other external surfaces of the building is complete and all defects and minor omissions have been rectified.

17.2. Nothing in this instrument prejudices:-

17.2.1. the entitlement of the Encumbrancee to all the powers, rights and remedies given to Encumbrancees under statute law or common law; or

17.2.2. the rights of the Encumbrancee (or of any other person) to an injunction or to damages in respect of a breach of any covenant by the Owner (or a previous Owner).

17.3. The burden of proving compliance with the covenants in this instrument lies on the Owner.

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