Form 1 - Vendor's statement

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

Contents

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

Preliminary

To the purchaser:

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

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

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

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

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

Part A—Parties and land

1. Purchaser:

Address:
Street 1:

Suburb: State: Postcode:

2. Purchaser's registered agent: ☐

Address:
Street 1

~~Suburb: State: Postcode:~~

3. Vendor:
DANIEL NICHOLAS WOODLEY AND BELINDA JANE WOODLEY

Address:
Street 1: 16 RIVER STREET

Suburb: ST PETERS State: SA Postcode: 5069

4. Vendor's registered agent:
KLEMICH REAL ESTATE PTY LTD (ACN 101 825 147) T/A KLEMICH REAL ESTATE ☑

Address:
Street 1: 1/245 FULLARTON ROAD

Suburb: EASTWOOD State: SA Postcode: 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 781 DEPOSITED PLAN 82426 IN THE AREA NAMED FELIXSTOW HUNDRED OF ADELAIDE

Street 1: 39A RIVERSIDE DRIVE

Suburb: FELIXSTOW State: SA Postcode: 5070

being the *whole / ~~portion~~ of the land comprised in Certificate of Title
VOLUME 6048 FOLIO 377

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

To the purchaser:

Right to cool-off

(section 5)

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

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

(a) you purchased by auction; or

(b) you purchased on the same day as you, or some person on your behalf, bid at the auction of the land; or

(c) you have, before signing the contract, received independent advice from a legal practitioner and the legal practitioner has signed a certificate in the prescribed form as to the giving of that advice; or

(d) you are a body corporate and the land is not residential land; or

(e) the contract is made by the exercise of an option to purchase not less than 5 clear business days after the grant of the option and not less than 2 clear business days after service of this form; or

(f) the sale is by tender and the contract is made not less than 5 clear business days after the day fixed for the closing of tenders and not less than 2 clear business days after service of this form; or

(g) the contract also provides for the sale of a business that is not a small business.

2. Time for service

The cooling-off notice must be served:

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

(b) if this form is served on you after the making of the contract—before the end of the second clear business day from the day on which this form is served.

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

3. Form of cooling-off notice

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

4. Methods of service

The cooling-off notice must be:

(a) given to the vendor personally; or

(b) posted by registered post to the vendor at the following address:

16 RIVER STREET ST PETERS SA 5069

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

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

EMAIL: sold@klemich.com.au and ang@klemich.com.au

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

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

1/245 FULLARTON ROAD EASTWOOD SA 5063

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

Note:

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

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

(b) if you intend to serve the notice by fax or email, you obtain a record of the transmission of the fax or email.

5. Effect of service

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

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

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

Proceeding with the purchase

If you wish to proceed with the purchase:

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

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

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

Part C—Statement with respect to required particulars

(section 7(1))

To the purchaser:

***~~I~~**/We, DANIEL NICHOLAS WOODLEY AND BELINDA JANE WOODLEY

of 16 RIVER STREET ST PETERS SA 5069

being the *vendor(s) / ~~person authorised to act on behalf of the vendor(s)~~ in relation to the transaction state that the Schedule contains all particulars required to be given to you pursuant to section 7(1) of the *Land and Business (Sale and Conveyancing) Act 1994.*

Date: 11/09/2025 Date: 12/09/2025

Signed: Daniel Woodley Signed: Belinda Woodley

Date: Date:

Signed: Signed:

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

(section 9)

To the purchaser:

I, SELINA DOLMAN OF NEST CONVEYANCING (SA) PTY LTD

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

Exceptions: NIL

Date: 11/09/2025

Signed:

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

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

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

Note:

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

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

(a) there is an attachment to this statement and:
- (i) all the required particulars are contained in that attachment; and
- (ii) the attachment is identified in column 2; and
- (iii) if the attachment consists of more than 2 sheets of paper, those parts of the attachment that contain the required particulars are identified in column 2; or

(b) the mortgage, charge or prescribed encumbrance:
- (i) is 1 of the following items in the table:
  - (A) under the heading 1. General:
    - 1.1 Mortgage of land
    - 1.4 Lease, agreement for lease, tenancy agreement or licence
    - 1.5 Caveat
    - 1.6 Lien or notice of a lien
  - (B) under the heading 36. Other charges:
    - 36.1 Charge of any kind affecting the land (not included in another item); and
- (ii) is registered on the certificate of title to the land; and
- (iii) is to be discharged or satisfied prior to or at settlement.

Table of particulars

Column 1 **Column 2** **Column 3**

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

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

(a) the heading "1. General" and items 1.1, 1.2, 1.3 and 1.4; and

(b) the heading "5. Development Act 1993 (repealed)" and item 5.1; and

(c) the heading "6. Repealed Act conditions" and item 6.1; and

(d) the heading "29. Planning, Development and Infrastructure Act 2016" and items 29.1 and 29.2,

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

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

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

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

1. General

1.1 Mortgage of land

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

Is this item applicable? ☑

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

Are there attachments? NO

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

Number of mortgage: (if registered)
13231683

Name of mortgagee:
COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

1.2 Easement

(whether over the land or annexed to the land)

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

*(**Note:** Do not omit this item. This item and its heading must be included in the statement even if not applicable.)*

Is this item applicable? ☑

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

Are there attachments? YES

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

ANNEXURE A - PROPERTY INTEREST REPORT (page 12 of 13)

Description of land subject to easement:

THE WHOLE OF THE LAND IN CERTIFICATE OF TITLE VOLUME 6048 FOLIO 377

Nature of easement:

ELECTRICITY 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?

If YES, give details:

1.3 Restrictive covenant

*(**Note:** Do not omit this item. This item and its heading must be included in the statement even if not applicable.)*

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Nature of restrictive covenant:

Name of person in whose favour restrictive covenant operates:

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

If NO, give details:

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

1.4 Lease, agreement for lease, tenancy agreement or licence

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

*(**Note:** Do not omit this item. This item and its heading must be included in the statement even if not applicable.)*

Is this item applicable? ☑

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

Are there attachments? YES

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

ANNEXURE B - FIXED TERM RESIDENTIAL TENANCY AGREEMENT

Name of parties:

LANDLORD: DANIEL NICHOLAS WOODLEY AND
BELINDA JANE WOODLEY

TENANTS: DANIEL MATTHEWS AND LEANNE PLEWS

Period of lease, agreement for lease etc:

From 11.11.2024 to 09.11.2025

Amount of rent or licence fee:

$ 1,170.00 per FORTNIGHT (period)

Is the lease, agreement for lease etc in writing?

YES

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

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

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

5. *Development Act 1993* (repealed)

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

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

Is this item applicable? ☑

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

Are there attachments? YES

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

ANNEXURE C - CITY OF NORWOOD PAYNEHAM & ST PETERS RESPONSE

Condition(s) of authorisation:

DEVELOPMENT NO: 155/994/2008
NATURE OF PROPOSED DEVELOPMENT: DEMOLITION OF A DETACHED DWELLING AND OUTBUILDINGS AND CONSTRUCTION OF TWO (2) DETACHED DWELLINGS (ONE SINGLE STOREY AND ONE TWO STOREY)

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 1967* (repealed)

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

Is this item applicable? ☐

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

Are there attachments?

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

Nature of condition(s):

7. *Emergency Services Funding Act 1998*

7.1 section 16 - Notice to pay levy

Is this item applicable? ☑

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

Are there attachments? YES

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

ANNEXURE D - EMERGENCY SERVICES LEVY

Date of notice:

02.09.2025

Amount of levy payable:

$178.05

19. *Land Tax Act 1936*

19.1 Notice, order or demand for payment of land tax

Is this item applicable? ☑

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

Are there attachments? YES

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

ANNEXURE D - LAND TAX CERTIFICATE

Date of notice, order or demand:

02.09.2025

Amount payable (as stated in the notice):

$1,896.76

20. *Local Government Act 1934* (repealed)

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

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of notice, order etc:

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

Land subject thereto:

Nature of requirements contained in notice, order etc:

Time for carrying out requirements:

Amount payable (if any):

21. *Local Government Act 1999*

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

Is this item applicable? ☑

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

Are there attachments? YES

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

ANNEXURE C - CITY OF NORWOOD PAYNEHAM & ST PETERS RESPONSE

Date of notice, order etc:

03.09.2025

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

CITY OF NORWOOD PAYNEHAM & ST PETERS

Land subject thereto:

CERTIFICATE OF TITLE VOLUME 6048 FOLIO 377
39A RIVERSIDE DRIVE FELIXSTOW SA 5070

Nature of requirements contained in notice, order etc:

ANNUAL COUNCIL RATES

Time for carrying out requirements:

PAID IN FULL ON OR BEFORE SETTLEMENT

Amount payable (if any):

$1,350.00

22. *Local Nuisance and Litter Control Act 2016*

22.1 section 30 - Nuisance or litter abatement notice

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of notice:

Notice issued by:

Nature of requirements contained in notice:

Time for carrying out requirements:

23. *Metropolitan Adelaide Road Widening Plan Act 1972*

23.1 section 6 - Restriction on building work

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

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

Are there attachments?

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

Does the restriction apply to all of the land?

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

29. *Planning, Development and Infrastructure Act 2016*

29.1 Part 5 - Planning and Design Code

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

Is this item applicable? ☑

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

Are there attachments? YES

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

ANNEXURE C - CITY OF NORWOOD PAYNEHAM & ST PETERS RESPONSE

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

PARCEL ID: D82426 AL781

CERTIFICATE TITLE: CT6048/377

PROPERTY ADDRESS: 39A RIVERSIDE DRIVE FELIXSTOW SA 5070

ZONES - GENERAL NEIGHBOURHOOD (GN)

SUBZONES - NO

ZONING OVERLAYS

OVERLAYS

AIRPORT BUILDING HEIGHTS (REGULATED) (ALL STRUCTURES OVER 110 METRES)

AFFORDABLE HOUSING

PRESCRIBED WELLS AREA

REGULATED AND SIGNIFICANT TREE

STORMWATER MANAGEMENT

URBAN TREE CANOPY

REFER TO ANNEXURE C - CITY OF NORWOOD PAYNEHAM & ST PETERS RESPONSE WHICH INCLUDES THE PLANSA DATA EXTRACT FOR SECTION 7 REPORT FOR FURTHER INFORMATION REGARDING ZONING OVERLAYS RELATING TO THE PROPERTY

Is there a State heritage place on the land or is the land situated in a State heritage area?	NO
Is the land designated as a local heritage place?	NO
Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land?	NO
Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?	YES

Note - For further information about the Planning and Design Code *https://code.plan.sa.gov.au*.

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

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

Is this item applicable? ☑

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

Are there attachments? YES

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

ANNEXURE C - CITY OF NORWOOD PAYNEHAM & ST PETERS RESPONSE WHICH INCLUDES THE PLANSA DATA EXTRACT FOR SECTION 7 REPORT

Date of authorisation:

ANNEXURE C - CITY OF NORWOOD PAYNEHAM & ST PETERS RESPONSE INCLUDING THE PLANSA DATA EXTRACT S7 REPORT

Name of relevant authority that granted authorisation:

ANNEXURE C - CITY OF NORWOOD PAYNEHAM & ST PETERS RESPONSE INCLUDING THE PLANSA DATA EXTRACT S7 REPORT

Condition(s) of authorisation:

ANNEXURE C - CITY OF NORWOOD PAYNEHAM & ST PETERS RESPONSE WHICH INCLUDES THE PLANSA DATA EXTRACT FOR SECTION 7 REPORT

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

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of notice:

Name of person giving notice of proposed work:

Building work proposed: (as stated in the notice)

Other building work as required pursuant to the Act:

29.4 section 140 - Notice requesting access

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

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

Are there attachments?

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

Date of notice:

Name of person requesting access:

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

Activity of work to be carried out:

29.5 section 141 - Order to remove or perform work

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

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

Are there attachments?

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

Date of order:

Terms of order:

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

Amount payable: (if any)

29.6 section 142 - Notice to complete development

Is this item applicable? ☐

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

Are there attachments?

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

Date of notice:

Requirements of notice:

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

Amount payable: (if any)

29.7 section 155 - Emergency order

Is this item applicable? ☐

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

Are there attachments?

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

Date of order:

Name of authorised officer who made order:

Name of authority that appointed the authorised officer:

Nature of order:

Amount payable: (if any)

29.8 section 157 - Fire safety notice

Is this item applicable? ☐

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

Are there attachments?

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

Date of notice:

Name of authority giving notice:

Requirements of notice:

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

Amount payable: (if any)

29.9 section 192 or 193 - Land management agreement

Is this item applicable? ☐

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

Are there attachments?

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

Date of agreement:

Names of parties:

Terms of agreement:

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

Is this item applicable? ☐

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

Are there attachments?

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

Date requirement given:

Name of body giving requirement:

Nature of requirement:

Contribution payable: (if any)

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

Is this item applicable? ☐

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

Are there attachments?

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

Date of agreement:

Names of parties:

Terms of agreement:

Contribution payable: (if any)

29.12 Part 16 Division 1 - Proceedings

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of commencement of proceedings:

Date of determination or order: (if any)

Terms of determination or order: (if any)

29.13 section 213 - Enforcement notice

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date notice given:

Name of designated authority giving notice:

Nature of directions contained in notice:

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

Amount payable: (if any)

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

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date order made:

Name of court that made order:

Action number:

Names of parties:

Terms of order:

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

ANNEXURES

~~* There are no documents annexed hereto~~

* The following documents are annexed hereto -

FORM R3 - BUYERS INFORMATION NOTICE

COPY OF CERTIFICATE OF TITLE TO THE LAND

ANNEXURE A - PROPERTY INTEREST REPORT

ANNEXURE B - FIXED TERM RESIDENTIAL TENANCY AGREEMENT

ANNEXURE C - CITY OF NORWOOD PAYNEHAM & ST PETERS RESPONSE

ANNEXURE D - EMERGENCY SERVICES LEVY
LAND TAX CERTIFICATE
SA WATER - CERTIFICATE OF CHARGES

ANNEXURE E - HOME FIRE SAFETY FACT SHEET - SMOKE ALARM LEGISLATION

ACKNOWLEDGEMENT OF RECEIPT

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

Dated this _____ Day of _____ 20____

Signature of purchaser(s)

	Signature		Signature
_____	Date	_____	Date
	Signature		Signature
_____	Date	_____	Date

*(*Strike out whichever is not applicable)*

Form R3

Land and Business (Sale and Conveyancing) Act 1994 (section 13A)
Land and Business (Sale and Conveyancing) Regulations 2025 (regulation 16)

Buyers information notice

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

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

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

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

Safety

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

Enjoyment

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

Value

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

For more information on these matters visit Consumer and Business Advice section on the following website: www.cbs.sa.gov.au.

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

CERTIFICATE OF TITLE

nest conveyancing

Forms Live Sign
Page: 26 / 85
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LAND SERVICES SA

Product	Register Search (CT 6048/377)
Date/Time	02/09/2025 11:44AM
Customer Reference	Woodley
Order ID	20250902004273

REAL PROPERTY ACT, 1886
South Australia

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

REGISTRAR-GENERAL SOUTH AUSTRALIA

Certificate of Title - Volume 6048 Folio 377

Parent Title(s) CT 5633/953

Creating Dealing(s) RTU 11277977

Title Issued 02/12/2009 **Edition** 3 **Edition Issued** 02/01/2020

Estate Type

FEE SIMPLE

Registered Proprietor

BELINDA JANE WOODLEY
DANIEL NICHOLAS WOODLEY
OF 39 RIVERSIDE DRIVE FELIXSTOW SA 5070
AS JOINT TENANTS

Description of Land

ALLOTMENT 781 DEPOSITED PLAN 82426
IN THE AREA NAMED FELIXSTOW
HUNDRED OF ADELAIDE

Easements

NIL

Schedule of Dealings

Dealing Number	Description
13231683	MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

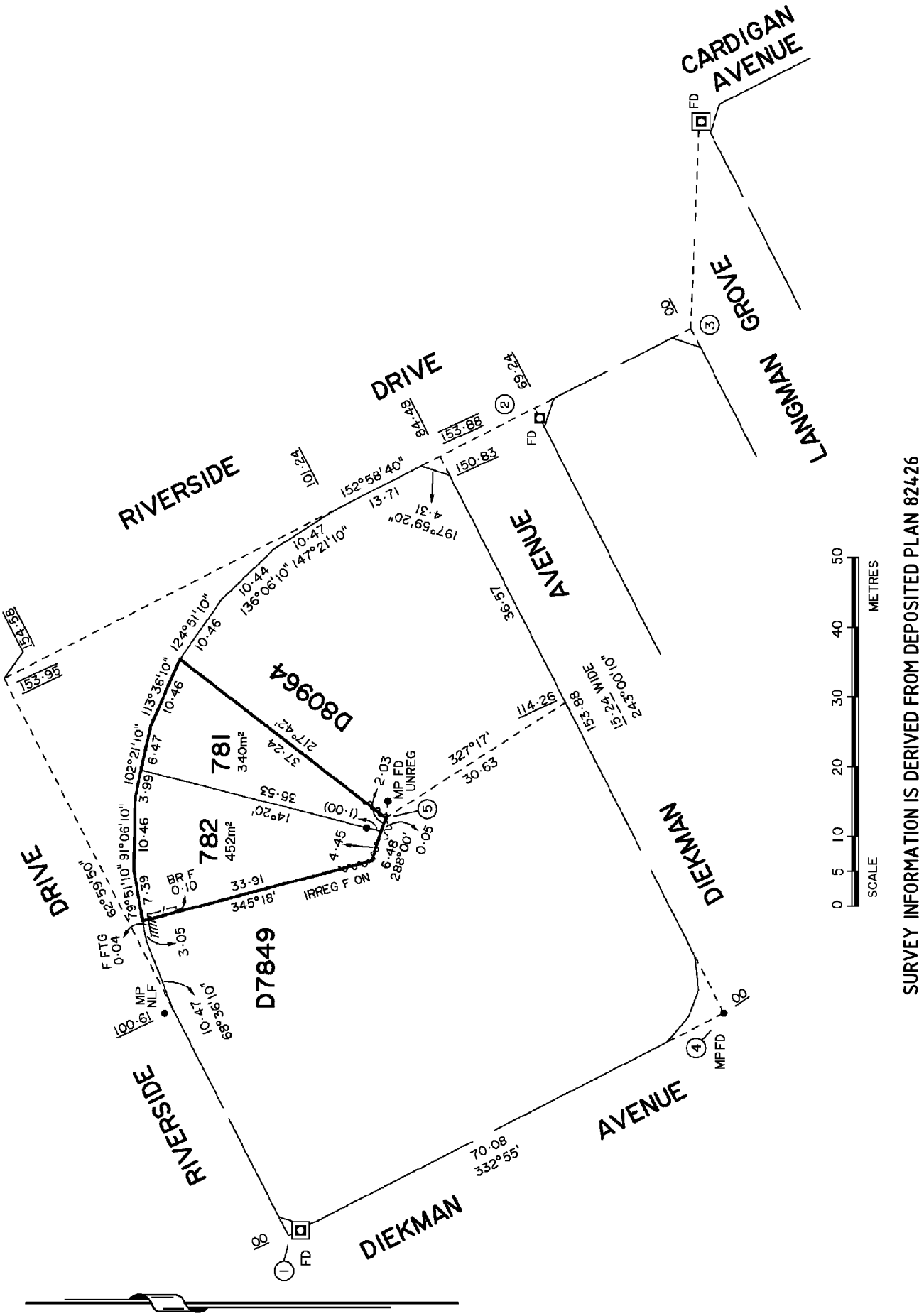
Notations

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

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LAND SERVICES SA

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ANNEXURE A

PROPERTY INTEREST REPORT

nest conveyancing

Property Interest Report

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

Title Reference	CT 6048/377	**Reference No.** 2707869
Registered Proprietors	D N & B J*WOODLEY	**Prepared** 02/09/2025 11:44
Address of Property	39A RIVERSIDE DRIVE, FELIXSTOW, SA 5070	
Local Govt. Authority	NORWOOD PAYNEHAM & ST PETERS	
Local Govt. Address		

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 1967* (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.

Forms Live Sign
Page: 42 / 85
579ce48a-4668-4582-9d7e-2d484d6ee7da

LAND SERVICES SA

Product	Title and Valuation Package
Date/Time	02/09/2025 11:44AM
Customer Reference	Woodley
Order ID	20250902004273

Certificate of Title

Title Reference	CT 6048/377
Status	CURRENT
Easement	NO
Owner Number	13329876
Address for Notices	39 RIVERSIDE DR FELIXSTOW 5070
Area	340m² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

BELINDA JANE WOODLEY
DANIEL NICHOLAS WOODLEY
OF 39 RIVERSIDE DRIVE FELIXSTOW SA 5070
AS JOINT TENANTS

Description of Land

ALLOTMENT 781 DEPOSITED PLAN 82426
IN THE AREA NAMED FELIXSTOW
HUNDRED OF ADELAIDE

Last Sale Details

There are no sales details recorded for this property

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
MORTGAGE	13231683	COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
1903776592	CURRENT	39A RIVERSIDE DRIVE, FELIXSTOW, SA 5070

Notations

Dealings Affecting Title

NIL

Notations on Plan

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Page: 43 / 85
579ce48a-4668-4582-9d7e-2d484d6ee7da

NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	1903776592
Type	Site & Capital Value
Date of Valuation	01/01/2025
Status	CURRENT
Operative From	01/07/2010
Property Location	39A RIVERSIDE DRIVE, FELIXSTOW, SA 5070
Local Government	NORWOOD PAYNEHAM & ST PETERS
Owner Names	DANIEL NICHOLAS WOODLEY BELINDA JANE WOODLEY
Owner Number	13329876
Address for Notices	39 RIVERSIDE DR FELIXSTOW 5070
Zone / Subzone	GN - General Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1100 - House
Description	HG
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
D82426 ALLOTMENT 781	CT 6048/377

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	$530,000	$950,000			
Previous	$475,000	$830,000			

Building Details

Valuation Number	1903776592

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Page: 44 / 85
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Building Style	Conventional
Year Built	2010
Building Condition	Very Good
Wall Construction	Rendered
Roof Construction	Tiled (Terra Cotta or Cement)
Equivalent Main Area	140 sqm
Number of Main Rooms	Not Available

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

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Page: 45 / 85
579ce48a-4668-4582-9d7e-2d484d6ee7da

LAND SERVICES SA

Product	Historical Search
Date/Time	02/09/2025 11:44AM
Customer Reference	Woodley
Order ID	20250902004273

Certificate of Title

Title Reference: CT 6048/377

Status: CURRENT

Parent Title(s): CT 5633/953

Dealing(s) Creating Title: RTU 11277977

Title Issued: 02/12/2009

Edition: 3

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
27/12/2019	02/01/2020	13231683	MORTGAGE	REGISTERED	COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)
27/12/2019	02/01/2020	13231682	DISCHARGE OF MORTGAGE	REGISTERED	12228049
11/11/2014	02/12/2014	12228049	MORTGAGE	REGISTERED	WESTPAC BANKING CORPORATION
11/11/2014	02/12/2014	12228044	DISCHARGE OF MORTGAGE	REGISTERED	11035856
17/09/2008	30/09/2008	11035856	MORTGAGE	REGISTERED	WESTPAC BANKING CORPORATION

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Forms Live Sign
Page: 46 / 85
579ce48a-4668-4582-9d7e-2d484d6ee7da

Product	Check Search
Date/Time	02/09/2025 11:44AM
Customer Reference	Woodley
Order ID	20250902004273

Certificate of Title

Title Reference: CT 6048/377

Status: CURRENT

Edition: 3

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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ANNEXURE B

FIXED TERM
RESIDENTIAL TENANCY AGREEMENT

nest conveyancing

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Section 48 Notice
This notice is to be retained by the Tenant

REISA

Information to be provided by landlords to tenants

Section 48 of the *Residential Tenancies Act 1995* requires that a landlord must ensure that a tenant is given, before or at the time the landlord and tenant enter into a residential tenancy agreement certain information.

1. **AGENT:** Company Name/Legal Entity: The Rental Agency
   Company Representative: Anna Skordas
   ABN (if applicable): 60 277 616 541 RLA No: RLA 278 050
   Street 1: 22 Greenhill Road
   Street 2:
   Suburb: Wayville State: SA Postcode: 5034
   Telephone: W: 1300 055 237 M: 0432 925 147
   Email: anna@therentalagency.com.au
   Address for service of documents if different to above:

2. **LANDLORD 1:** Full Name: Daniel Woodley
   Address for service of documents for Landlord 1 (cannot be Agent's address for service):
   Street 1: 16 River Street
   Street 2:
   Suburb: St Peters State: SA Postcode: 5069
   ABN (if applicable):

   LANDLORD 2: Full Name: Belinda Woodley
   Address for service of documents for Landlord 2 if different from Landlord 1 (cannot be Agent's address for service):
   Street 1: 16 River Street
   Street 2:
   Suburb: St Peters State: SA Postcode: 5069
   ABN (if applicable):
   If landlord is a company, address of registered office of the company if different to above:
   Street 1:
   Street 2:
   Suburb: State: Postcode:
   Are there additional landlords? ☐ Yes If yes, refer to Annexure - Additional Landlords

3. **PERSON(S) WITH SUPERIOR TITLE TO LANDLORD** (if applicable)
   N/A
   Street 1:
   Street 2:
   Suburb: State: Postcode:
   ABN (if applicable):

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Page: 49 / 85
579ce48a-4668-4582-9d7e-2d484d6ee7da

Section 48 Notice
This notice is to be retained by the Tenant

REISA

4. EMBEDDED ELECTRICITY NETWORK (if applicable)

An embedded network is when the electrical wiring is configured in such a way as to allow the owner of the site to sell energy to all the tenants and residents based there. This can be found in apartment blocks, retirement villages, shopping centres and caravan parks.

The owner of the site that has an embedded network will usually buy energy from a energy retailer and then 'onsell' the energy to the different consumers at the site.

In many cases, the electricity will be cheaper than what is available from an authorised retailer. In addition, you have the following consumer protections:

- Flexible payment options if you are experiencing financial difficulty
- Clear and set time frames for receiving and paying bills
- Complaints handling arrangements
- Energy charges that are no higher than the standing offer prices that a local area retailer can charge contracted consumers
- Clear and reasonable disconnection procedures.

You may also have the option to buy your electricity from an authorised energy retailer if you so wish.

RETAILER FOR THE EMBEDDED NETWORK

Name: | ABN:

Website address:

Phone: | Email:

Applicable electricity tariffs:

METERING ARRANGEMENTS AND POTENTIAL COSTS

COST APPORTIONMENT PER KILOWATT HOUR FOR BUNDLED UTILITIES

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Residential Tenancy Agreement: Schedule

REISA

This is a residential tenancy agreement and the parties to the agreement should consider obtaining legal advice about their rights and obligations under the agreement.

1. **AGENT:** Company Name/Legal Entity: The Rental Agency
   Company Representative: Anna Skordas
   ABN (if applicable): 60 277 616 541 RLA No: RLA 278 050
   Street 1: 22 Greenhill Road
   Street 2:
   Suburb: Wayville State: SA Postcode: 5034
   Telephone: W: 1300 055 237 M: 0432 925 147
   Email: anna@therentalagency.com.au
   ☑ The Agent consents to the above email address being used for the purposes of service under the *Residential Tenancies Act 1995*.

2. **LANDLORD 1:** Full Name: Daniel Woodley
   Address for service of documents for Landlord 1 (cannot be Agent's address for service):
   Street 1: 16 River Street
   Street 2:
   Suburb: St Peters State: SA Postcode: 5069
   ABN (if applicable):

   LANDLORD 2: Full Name: Belinda Woodley
   Address for service of documents for Landlord 2 if different from above (cannot be Agent's address for service):
   Street 1: 16 River Street
   Street 2:
   Suburb: St Peters State: SA Postcode: 5069
   ABN (if applicable):

   Are there additional landlords? ☐ Yes If yes, refer to Annexure - Additional Landlords

3. **TENANT 1:** Full Name: Daniel Matthews Telephone:
   Email address for service of documents: dan@danmatthews.com.au
   TENANT 2: Full Name: Leanne Plews Telephone:
   Email address for service of documents: leanne_maree@outlook.com
   TENANT 3: Full Name: Telephone:
   Email address for service of documents:
   TENANT 4: Full Name: Telephone:
   Email address for service of documents:
   Are there additional Tenants? ☐ Yes If yes, refer to Annexure - Additional Tenants

4. **PREMISES**
   Street 1: 39A Riverside Drive,
   Street 2:
   Suburb: Felixstow State: SA Postcode: 5070

5. **TERM**
   ☑ Fixed: Commencement Date: 11 / 11 / 2024 End Date: 09 / 11 / 2025
   ☐ Periodic: Commencement Date: / / and continues until terminated in accordance with this Agreement

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Residential Tenancy Agreement: Schedule

REISA

6. RENT

Amount: Words: One Thousand One Hundred & Seventy Dollars | $ 1170.00

Per (period): Fortnight

Payable in advance: ☐ Weekly ☑ Fortnightly ☐ Calendar monthly

Payments: First Payment of $ 1170.00 on 11 / 11 / 2024 with the

next payment of $ 1170.00 on 25 / 11 / 2024

and thereafter: $ 1170.00 on the Monday of each Fortnight

Payment Method: ☑ Internet Transfer ☐ BPAY ☐ Other

Note: Payment of rent will be taken to have been made when it is credited to the bank account. The Tenant must take into consideration any delays in crediting the bank account caused by the method of rent payment.

7. BOND

Words: Two Thousand And Sixty Dollars (as per original lease & lodged with Tenancies) | $ 2060.00

8. OUTGOINGS (Clause 3.1.3)

☑ All water usage costs adjusted for the period of tenancy

☐ All water usage costs in excess of kL per annum, with such allowance to be adjusted for the period of tenancy

☑ All water supply charges adjusted for the period of tenancy

☐ No charge for water

☐ Other *(specify)*

If the Property is not individually metered for a service, the Tenant must pay an apportionment of the cost of the service as set out below:

Service	Apportionment

9. INSURANCE (Clause 3.1.13)

Responsibility for insurance of the premises ☑ Landlord

Responsibility for insurance of contents of the premises (for property other than that of the Landlord) ☑ Tenant

10. EXCLUSION OF ANY PART OF PROPERTY

Parts of property not included in this agreement:

11. REPAIR INSTRUCTIONS

☑ Always contact Agent

☐ Nominated contact

Contact 1:

Name: Telephone:

Contact 2:

Name: Telephone:

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Residential Tenancy Agreement: Schedule

REISA

12. PETS APPROVED PRIOR TO COMMENCEMENT OF TENANCY

☐ Yes ☐ N/A

If yes, refer to Annexure - Pet Agreement

13. ADDITIONAL CONDITIONS

☐ N/A ☑ As detailed below ☐ See annexure

AS per original terms and conditions but with rental increase to $585pw from 11/11/24 for further 12mth period as now approved. Please amend your rental payments accordingly thanks

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Residential Tenancy Agreement: Terms and Conditions

REISA

1. AGREEMENT

The Landlord agrees to rent the Property to the Tenant in accordance with the terms and conditions of this Agreement.

2. DEFINITIONS AND INTERPRETATION

In this Agreement, unless a contrary intention appears:

2.1 "Act" means the *Residential Tenancies Act 1995*;

2.2 "Agent" means the person or organisation specified in Item 1 of the Schedule;

2.3 "Ancillary Property" means the property identified or specified in the Inspection Sheet;

2.4 "Bond" means the amount specified in Item 7 of the Schedule;

2.5 "Landlord" means the person or organisation specified in Item 2 of the Schedule;

2.6 “Members” are the individuals and entities which hold current subscription and membership with REISA including but not limited to real estate agents;

2.7 "Personal information" is information as defined by the *Privacy Act 1988*;

2.8 "Premises" means the premises the subject of this Agreement specified in Item 4 of the Schedule;

2.9 “REISA” or “We” or “Us” means the Real Estate Institute of South Australia Limited;

2.10 "Property" means the Premises and the Ancillary Property (if any);

2.11 "Rent" means the amount specified in Item 6 of the Schedule and/or as varied in accordance with this Agreement;

2.12 “Tenancy” means the duration of the occupancy or possession of the Property by this Agreement;

2.13 "Tenant" means the person or organisation specified in Item 3 of the Schedule;

2.14 "Term" means the period this Agreement remains in force specified in Item 5 of the Schedule.

The singular includes the plural and vice versa and references to natural persons include corporations and vice versa. Where more than one person is a party to this Agreement, the terms and conditions to be performed by them bind each party jointly and severally.

3. TENANT'S RIGHTS AND OBLIGATIONS

3.1 Subject to the provisions of the Act the Tenant must:

3.1.1 pay the Rent to the Agent in full in the manner and at the times specified in Item 6 of the Schedule, unless the Agent has given the Tenant a notice in writing setting out an alternative method;

3.1.2 pay the Bond to the Agent;

3.1.3 pay all outgoings of the Property to the Agent including gas, electricity, telephone and oil, together with rates and charges for water specified in Item 8 of the Schedule, within fourteen (14) days of receipt of a notice for payment;

3.1.4 keep the Property clean and secure, immediately notify the Landlord or the Agent of any damage to the Property and immediately report to the Landlord or the Agent any breakdown or fault in the equipment, electrical, smoke detectors or plumbing services in or on the Property;

3.1.5 pay the cost of repair to "the Plumbing" (as defined in clause 3.2.3) when damage to it is as a result of a breach by the Tenant of this Agreement;

3.1.6 keep the Property clear of rubbish, place household rubbish in a bin of the type approved by the local council, put the bin out for collection on the day of collection and retrieve it as soon as possible after it has been emptied;

3.1.7 regularly mow the lawn, weed and water the garden to at least maintain any garden that is part of the Property to the same standard as applied at the commencement of the Term;

3.1.8 keep all drains clear and not intentionally nor negligently do anything that will interfere with the proper operation of any Plumbing or drainage system on the Property;

3.1.9 use the Premises solely as a place of residence;

3.1.10 pay the cost of any repairs necessary because of damage to the Property as the result of an act or omission of the Tenant or any invitee of the Tenant;

3.1.11 return to the Agent's office the completed Inspection Sheet required by the Regulations under the Act within fourteen (14) days of the commencement of the Term, together with details of any disputed item on that Inspection Sheet;

3.1.12 where the Property includes a swimming pool or spa:

3.1.12.1 supply and bear the cost of all necessary labour, chemicals and treatments to maintain the present condition of the swimming pool or spa;

3.1.12.2 observe any instructions from the Landlord about the use or maintenance of the swimming pool or spa, including the correct chemical levels;

3.1.12.3 not drain the swimming pool or spa without prior written consent of the Landlord;

3.1.12.4 advise the Landlord or the Agent immediately upon becoming aware of any equipment, including fences or gates, being damaged or malfunctioning or of the condition of the pool or spa deteriorating such that remedial treatment is required;

3.1.13 effect and maintain any policy of insurance specified in Item 9 of the Schedule during the Term and, on demand, produce to the Landlord or the Agent a certificate of currency for that insurance;

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Residential Tenancy Agreement: Terms and Conditions

3.1.14 indemnify and keep indemnified the Landlord and the Agent in respect of loss incurred or suffered as a result of any breach of this Agreement by the Tenant or any negligent act arising from the Tenant's use of the Property:

3.1.14.1 this indemnity includes, without limitation, loss due to bodily injury, sickness, or death or loss, destruction or damage to property;

3.1.14.2 this indemnity survives the expiration or termination of this Agreement.

3.2 The Tenant must not without the prior written consent of the Landlord:

3.2.1 use, cause or permit the Property to be used for an illegal or unauthorised purpose;

3.2.2 intentionally or negligently cause or allow others to intentionally or negligently damage the Property (including by driving nails, plugs or screws or fixing any adhesive material to any part of the Property);

3.2.3 use any sink, basin, bath, lavatory, drain or similar facility ("the Plumbing") in or connected to the Property for other than their intended purpose;

3.2.4 damage the Plumbing or the drainage or sewerage systems of the Property;

3.2.5 affix any fixture or make any renovation, alteration or addition to the Property;

3.2.6 remove or alter any fixture or device on the Property;

3.2.7 cause or permit a nuisance or any interference with the reasonable peace, comfort or privacy of any person who resides in the immediate vicinity of the Property;

3.2.8 assign this tenancy or sublet the Property. The Landlord may charge their reasonable expenses to the Tenant in giving consent to or considering an application for consent from the Tenant to sublet the Property or assign their interest in the tenancy;

3.2.9 affix any television antenna, cable TV or satellite dish to the Property;

3.2.9.1 it is acknowledged by the tenant that the landlord and/or the agent do not represent or guarantee that a telephone line or a television aerial is connected to the Premises, even if one or more telephone / aerial plug/s is located in the Premises;

3.2.10 install any air-conditioning unit on or in the Premises;

3.2.11 keep any animals (including reptiles, mammals, birds, poultry or fish) on the Property;

3.2.12 permit any bicycle or motor cycle to be brought into the living areas of the Premises or left anywhere in or near the Premises other than in an agreed parking place;

3.2.13 place any advertisement, notice or sign on or in the Property;

3.2.14 interfere with any machinery, plant or equipment belonging to the Landlord on the Property other than to operate it in accordance with the Landlord's or the manufacturer's instructions;

3.2.15 alter, remove or add any locks or other security devices to the Property. In the event consent is granted, the Tenant must supply any key, device or updated security code to the Agent as soon as practicable;

3.2.16 cause or permit smoking within the Premises.

3.3 Where the Premises are a unit or lot under the *Strata Titles Act 1988* or the *Community Titles Act 1996* or are comprised in another form of multiple dwelling, the Tenant must not breach or permit a breach of the applicable Act or the Articles/By Laws of the Corporation made under that Act, or (in regard to other premises) of any Articles or Rules that apply and in particular must not:

3.3.1 park any motor vehicle or motor cycle in any place other than an allotted parking space;

3.3.2 deposit any rubbish around the Property or any neighbouring properties other than in a bin provided for the purpose;

3.3.3 place any pot or plant container or personal items on any window sill, balustrade, balcony or passageway or in any common areas;

3.3.4 hang washing anywhere other than in areas provided for that purpose;

3.3.5 use any communal laundry outside the times set by the Corporation.

4. LANDLORD'S RIGHTS AND OBLIGATIONS

4.1 Subject to the Act, the Landlord must:

4.1.1 provide the Property in a reasonable state of cleanliness;

4.1.2 provide and maintain the Property in a reasonable state of repair having regard to its age, character and prospective life, however the Landlord will not be regarded as being in breach of the obligation to repair unless the Landlord has been given written notice by the Tenant of the defect requiring repair and the Landlord fails to act with reasonable diligence to have the defect repaired;

4.1.3 provide and maintain such locks and other devices as are necessary to ensure that the Property is reasonably secure;

4.1.4 pay all rates, taxes and charges imposed in respect of the Property other than rates and charges for water that are agreed to be paid by the Tenant and specified in Item 8 of the Schedule;

4.1.5 allow the Tenant to have quiet enjoyment of the Property during the Term.

4.2 The Landlord must not:

4.2.1 cause or permit any interference with the reasonable peace, comfort or privacy of the Tenant in the use by the Tenant of the Property;

INITIALS
Initials not required if using electronic signature

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Residential Tenancy Agreement: Terms and Conditions

REISA

4.2.2 except where the Tenant is in default of this Agreement, alter, remove or add any lock or device of the type referred to in clause 4.1.3 without the Tenant's written or verbal consent.

4.3 Subject to the Act, the Landlord may increase the Rent and Bond during the Term, even if this Agreement is for a fixed term. If the Agreement is for a fixed term, any rent increase during the Term must be either by mutual agreement or in accordance with clause 4.4.

4.4 By completing this clause, the parties agree that the rent will be increased during the fixed term of the agreement as follows:

4.4.1 the rent will be increased to $ _____ per _____ on ___ / ___ / _____ ;

and to $ _____ per _____ on ___ / ___ / _____ ; or

4.4.2 the rent increase can be calculated by the following method (set out details):

_____

5. TERMINATION AND HOLDING OVER

The Landlord and Tenant agree:

5.1 this Agreement may only be terminated in accordance with the Act;

5.2 subject to clause 5.3, the Landlord may terminate this Agreement on seven (7) days notice to the Tenant if the Tenant breaches it in any respect whatsoever;

5.3 where the Landlord proposes to give a notice terminating this Agreement for non-payment of rent, the Rent must have been in arrears for at least fourteen (14) days before a notice of termination can be given;

5.4 if, with the approval of the Landlord, the Tenant remains in occupation of the Property after the expiration of the Term, this Agreement continues until determined by either party in accordance with the Act;

5.5 if the Tenant breaches this Agreement during its Term, and the Landlord re-lets the Property, then the Tenant will pay to the Agent the Landlord's reasonable re-letting costs including advertising, letting fee and any out of pocket expenses, together with the Rent to the date on which the Tenant is released (if applicable) from this Agreement;

6. COPYRIGHT AND INTELLECTUAL PROPERTY

The material in this Agreement is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the content, compilation and/or data inserted into the Agreement are owned or controlled for these purposes, and are reserved, by Us.

7. PRIVACY

7.1 We respect your right to privacy and are committed to safeguarding your privacy. We adhere to the Australian Privacy Principles contained in the Privacy Act 1988.

7.2 The Personal Information the Tenant provides in this Agreement, on other documents or collected from other sources including by being entered into forms generation software and /or on websites is necessary for the Agent to manage the Tenant's performance of its obligations under the Agreement and the Tenancy in general.

7.3 Personal information collected and stored about the Tenant prior to, during the course of the Tenancy and immediately following its termination or expiry or information already held on residential tenancy databases may be disclosed for the purpose for which it was collected to other parties including to the Landlord, referees, other agents, and third party operators of residential tenancy databases. If the Tenant fails to comply with its obligations under this Agreement, this fact and other relevant Personal Information collected about the Tenant may also be disclosed to the Landlord, third party operators of residential tenancy databases and/or other agents.

7.4 The Agent collects, stores and manages your Personal Information in accordance with its own privacy policy and/or practices.

7.5 By signing this Application, You expressly consent to the collection and use of the Personal Information as provided for in this Clause 7.

7.6 You authorise Us to collect, use and disclose Personal Information about you for the primary purpose of the supply or proposed supply to you of services and in accordance with our privacy policy available at www.reisa.com.au.

8. ELECTRONIC COMMUNICATION

The parties to this agreement each consent to either of them or their representatives signing this agreement or any Notices under the Act by electronic signature pursuant to the *Electronic Communications Act 2000* and delivering this Agreement or any Notices under the Act by email pursuant to the Act and the *Electronic Communications Act 2000*.

9. ADDITIONAL CONDITIONS

This Agreement includes such Additional Terms and Conditions as specified in Item 13 of the Schedule.

10. GENERAL

10.1 This Agreement is governed by and construed in accordance with the laws from time to time in force in South Australia and the parties submit to the non-exclusive jurisdiction of the Courts of this State.

10.2 If any provision of this Agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable in law, then in such case the parties hereby request and direct such court to sever such provision from this Agreement.

INITIALS
Initials not required if using electronic signature

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Residential Tenancy Agreement: Execution Page

REISA

EXECUTED AS AN AGREEMENT

The Tenant(s) acknowledge receipt of:

- [x] Section 48 Notice
- [x] A copy of this Agreement
- [x] Information Brochure *(Residential Tenancies Act 1995)*
- [x] Property Condition Report (2 copies)
- [x] Manufacturers' Manuals – refer Annexure
- [ ] Additional fees and charges - refer Annexure
- [ ] Additional Conditions Annexure
- [x] Number of Keys
- [x] Number of Remote control devices: 1
- [ ] Strata Articles
- [ ] Community Title By-laws
- [ ] Statutory Notice for Short Term Tenancy
- [ ] Other
- [x] Other: Keys/remotes/Condition reports x2 at commence lease

Signed by Tenant 1 Daniel Matthews Date: 10/11/2024
Tenant Name: Daniel Matthews

Signed by Tenant 2 Leanne Plews Date: 08/11/2024
Tenant Name: Leanne Plews

Signed by Tenant 3 Date:
Tenant Name:

Signed by Tenant 4 Date:
Tenant Name:

Signed by or on behalf of Landlord Date: 02/01/2025

- [x] Agent as authorised
- [ ] Landlord

Note:

1. REISA recommends that you should not sign any contractual document unless you are satisfied that you understand its terms.
2. Use of this Agreement by a non-member of REISA is a breach of Copyright.

NOTE: ALL PARTIES SHOULD INITIAL ALL PAGES

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ANNEXURE C

CITY OF NORWOOD PAYNEHAM & ST PETERS RESPONSE

Forms Live Sign
Page: 58 / 85
579ce48a-4668-4582-9d7e-2d484d6ee7da

CERTIFICATE OF RATES AND CHARGES

Issued under Section 187 of the Local Government Act 1999

City of Norwood Payneham & St Peters

175 The Parade
Norwood SA 5067

PO Box 204
Kent Town SA 5071

Telephone
8366 4555

Email
townhall@npsp.sa.gov.au

Website
www.npsp.sa.gov.au

To: Nest Conveyancing
60 Lambert Road
ROYSTON PARK SA 5070

Date: 03/09/2025

Particulars of the Property:	
Assessment No	**119376**
Owner's Name	Mr D N Woodley & Ms B J Woodley
Valuation No	1903776592
Property Address	39A Riverside Drive FELIXSTOW 5070
Property Description	Lot: 781 DP: 82426 CT: 6048/377

Particulars of Rates and Charges in the 2025-2026 Financial Year:	
Balance b/forward 2024-2025	$0.00
2025-2026 Rates + Landscape Levy	**$1,800.36**
Plus Legal Fees	$0.00
Plus Fines & Interest	$0.00
Less Concession/Rebate	$0.00
Less Payments	-$450.36
Plus Property Related Debts	
Balance Now Due and Payable	**$1,350.00**
Settlement via BPay	**Biller Code: 3251** **Reference: 1193768**

2025-2026 Rates including Landscape Levy	**$1,800.36**
2025-2026 Capital Value	**$950,000**

Note the Rates 1st Quarter in the 2025-2026 financial year will be due 5 September 2025.

Notes for your information:

- The next date for Fines and Interest to be calculated is 19 September 2025.
- If Balance Due above is *Nil*, the rates have been paid to 30 June 2026.
- Upon settlement of the property, the total balance to 30 June 2026 is required to be paid to the Council. Action to recover unpaid rates will be taken against the owner of the property at the time of declaration of rates.
- A fine of 2% will be imposed on any current Rate not paid by the due date and interest at the prescribed rate will be added each month on unpaid arrears.
- This certificate relates only to the abovementioned assessment. If other assessments are included at the same address (eg: tenancies/shops) additional certificates will only be issued upon payment of additional fees.

Mario Barone
CHIEF EXECUTIVE OFFICER

Member
League of Historical Cities

100% Australian Made
Recycled Paper

Community Well-being is...
Social Equity
Cultural Vitality
Economic Prosperity
Environmental Sustainability

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Page: 59 / 85
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City of Norwood Payneham & St Peters

City of Norwood Payneham & St Peters
Head Office: 175 The Parade, Norwood
Mailing Address: PO Box 204, KENT TOWN SA 5071

Telephone (08) 8366 4555

Property Information and Particulars

in response to an enquiry pursuant to Section 7 of the
Land & Business (Sale & Conveyancing Act 1994)

Certificate Date: 03/09/2025
Certificate No: 27081

To: Nest Conveyancing
60 Lambert Road
ROYSTON PARK SA 5070

Details of Property Referred To:

Rates Assessment Number	:	119376 8
Valuer General Number	:	1903776592
Owner Details	:	Mr D N Woodley & Ms B J Woodley
Property Address	:	39A Riverside Drive FELIXSTOW 5070
Property Description	:	Lot: 781 DP: 82426 CT: 6048/377
Hundred	:	Adelaide
Ward	:	Torrens Ward - Ward 2

Prescribed Encumbrances for 39A Riverside Drive FELIXSTOW 5070

Column 1 Prescribed encumbrance	Column 2 Other particulars required
Development Act 1993 (repealed)	
section 42—Condition (that continues to apply) of a development authorisation	Date of authorisation: **4 December 2009** Name of relevant authority that granted authorisation: The City of Norwood Payneham & St Peters Condition(s) of authorisation: See attached Decision Notification Form **155/994/2008**
Repealed Act conditions	
Condition (that continues to apply) of an approval or authorisation granted under the *Building Act 1971* (repealed), the *City of Adelaide Development Control Act 1976* (repealed), the *Planning Act 1982* (repealed) or the *Planning and Development Act 1966* (repealed)	**NO**

Column 1 Prescribed encumbrance	Column 2 Other particulars required
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 extract report)** Is there a State heritage place on the land or is the land situated in a State heritage area? **NO** Is the land designated as a local heritage place? **NO** Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land? **NO** Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? **YES** For information on any proposed Code Amendments which may interest you, please refer to the PlanSA Website: https://code.plan.sa.gov.au
Section 127 - Condition (that continues to apply) of a development authorisation	**(Refer to PlanSA Section 7 extract report)**
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	**NO**
section 69—Emergency order	**NO**
section 71—Fire safety notice	**NO**

Column 1 Prescribed encumbrance	Column 2 Other particulars required
section 84—Enforcement notice	**NO**
section 85(6), 85(10) or 106—Enforcement order	**NO**
Part 11 Division 2—Proceedings	**NO**
Fire and Emergency Services Act 2005	
section 105F (or section 56 or 83 (repealed))—Notice to take action to prevent outbreak or spread of fire	**NO**
Food Act 2001	
section 44—Improvement notice	**NO**
section 46—Prohibition order	**NO**
Housing Improvement Act 1940 (repealed)	
section 23—declaration that house is undesirable or unfit for human habitation	**NO**
Part 7 (rent control for substandard houses) – Notice or declaration	**N/A**
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**
Local Nuisance and Litter Control Act 2016	
Section 30 – Nuisance or litter abatement notice	**N/A**

Column 1 Prescribed encumbrance	Column 2 Other particulars required
Planning, Development and Infrastructure Act 2016	
section 141 – Order to remove or perform work	**NO**
section 142 – Notice to complete development	**NO**
section 155 – Emergency order	**NO**
section 157 – Fire safety notice	**NO**
Section 192 or 193 – Land management agreement	**(Refer to PlanSA Section 7 extract report)**
section 198(1) – Requirement to vest land in a council or the Crown to be held as open space	**NO**
section 198(2) – Agreement to vest land in a council or the Crown to be held as open space	**NO**
Part 16 Division 1 – Proceedings	**NO**
section 213 – Enforcement notice	**NO**
section 214(6), 214(10) or 222-Enforcement order	**NO**
Public and Environmental Health Act 1987 (repealed)	
Part 3—Notice	**NO**
Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2—Condition (that continues to apply) of an approval	**NO**
Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19—Maintenance order (that has not been complied with)	**NO**
South Australian Public Health Act 2011	
Section 92-Notice	**NO**

Column 1 Prescribed encumbrance	Column 2 Other particulars required
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)	**NO**

Particulars of Building Indemnity Insurance

Note—Building indemnity insurance is not required for—

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

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

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

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

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

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

Building Indemnity Insurance is required **NO** (refer above note):

1 Name(s) of person(s) insured:……...

2 Name of insurer:……..

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

4 Name of builder:……...

5 Builder's licence number:……

6 Date of issue of insurance:……

7 Description of insured building work:……

……

……...

Exemption from holding insurance:

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

N/A

If **YES**, give details:

(a) Date of the exemption:…….

(b) Name of builder granted the exemption:……..

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

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

……

……

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

……

……

Particulars relating to Environment Protection

Further information held by councils

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

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

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

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 vary considerably between councils.

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

It should be noted that—

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

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

This statement is made the **9 September 2025**

MARIO BARONE
CHIEF EXECUTIVE OFFICER

Data Extract for Section 7 search purposes

Valuation ID 1903776592

Data Extract Date: 09/09/2025

Important Information

This Data Extract contains information that has been input into the Development Application Processing (DAP) system by either the applicant or relevant authority for the development for which approval was sought under the Planning, Development and Infrastructure Act 2016. The Department for Housing and Urban Development does not make any guarantees as to the completeness, reliability or accuracy of the information contained within this Data Extract and councils should verify or confirm the accuracy of the information in the Data Extract in meeting their obligations under the Land and Business (Sale and Conveyancing) Act 1994.

Parcel ID: D82426 AL781

Certificate Title: CT6048/377

Property Address: 39A RIVERSIDE DR FELIXSTOW SA 5070

Zones

General Neighbourhood (GN)

Subzones

No

Zoning overlays

Overlays

Airport Building Heights (Regulated) (All structures over 110 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.

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.

Is the land situated in a State Heritage Place/Area

No

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

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

Is the land designated as a Local Heritage Place

No

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

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

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

No

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

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

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

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

Forms Live Sign
Page: 68 / 85
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City of
NORWOOD
PAYNEHAM
ST PETERS

DECISION NOTIFICATION FORM

South Australia - Regulations Under the Development Act, 1993 - Regulation 42

FOR DEVELOPMENT APPLICATION **NUMBER:** 155/994/2008
DATED: 26/11/2008
REGISTERED ON: 01/12/2008

TO:	Rossdale Homes Pty Ltd 300 Glen Osmond Road FULLARTON SA 5063

LOCATION OF PROPOSED DEVELOPMENT
39 Riverside Drive FELIXSTOW 5070 Lot 2 DP 7849,Adelaide CT 5633/953

NATURE OF PROPOSED DEVELOPMENT
Demolition of a detached dwelling and outbuildings, and construction of two (2) detached dwellings (one single storey and one two storey)

In respect of this proposed development you are informed that :

NATURE OF DECISION	DECISION	DATE	NO. OF CONDITIONS
DEVELOPMENT PLAN CONSENT	**Granted**	**20/04/2009**	**4**
BUILDING RULES CONSENT	**Certified**	**30/11/2009**	**1** **as issued by Private Certifier**
DEVELOPMENT APPROVAL	**APPROVED**		

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

The classification assigned to this building is Class 1a & 10a, for the purposes of Section 66 and Regulation 82 of the Development Act, 1993.

Pursuant to Regulation 48 this approval is valid for twelve (12) months. Substantial commencement or a request for an extension of time shall be undertaken during this period or the Approval will lapse. Council requires 24 hours notice of commencement of this Development, please ring 8366 4531

Date of Decision: **4 December 2009**
Signed:
Date: **4 December 2009**

☐ **Council or Delegate**
☒ **Council Chief Executive Officer or Delegate**
☐ **Private Certifier**
☒ **Sheets Attached**

Forms Live Sign
Page: 69 / 85
579ce48a-4668-4582-9d7e-2d484d6ee7da

City of
NORWOOD
PAYNEHAM
ST PETERS

DEVELOPMENT APPLICATION NUMBER:	**155/994/2008**
APPLICANT:	**Rossdale Homes Pty Ltd**
LOCATION:	**39 Riverside Drive FELIXSTOW 5070**
PROPOSED DEVELOPMENT:	**Demolition of a detached dwelling and outbuildings, and construction of two (2) detached dwellings (one single storey and one two storey)**
DECISION	**Development Approved**
DATE OF DECISION:	**4/12/2009**

REASONS FOR DECISION

Consent is granted, as the proposed development is not considered to be seriously at variance with the Development Plan.

The following conditions have been imposed to reasonably ensure that the development will not impair the orderly and proper planning of the locality or detrimentally affect the amenity of the locality, having particular regard to the Principles of Development Control applicable to such a use in the locality.

DEVELOPMENT PLAN CONSENT

A. The development shall proceed in accordance with the details of Development Application No. 155/0994/08 and the approved plans, received by the Council on 20 February 2009 and 27 March 2009 respectively, except when varied by the following conditions of consent.

Conditions of Consent

1. All areas nominated as landscaping or garden areas on the approved plans shall be planted with a suitable mix and density of trees, shrubs and groundcovers prior to the occupation of the dwellings herein approved.

2. All plants existing and/or within the proposed landscaped areas shall be nurtured and maintained in good health and condition at all times with any diseased or dying plants being replaced, to the reasonable satisfaction of the Council or its delegate.

3. Each of the new dwellings shall have a rainwater tank with a storage capacity not less than 1 kilolitre (1000 litres) installed and plumbed into a toilet, water heater and/or laundry cold water outlet by a licensed plumber in accordance with AS/NZS 3500 and the SA Variations published by SA Water. Details of the installation shall be provided with the Application for Building Rules Consent.

4. The portion of the upper floor windows to bedrooms 3 and 4, the retreat and the bathroom of Dwelling 2 less than 1.7 m above the internal floor level shall be treated prior to occupation of the building in a manner that permanently restricts views being obtained by a person within the room to the reasonable satisfaction of the Council or its delegate. (Suggested treatments include, but are not restricted to, permanently fixed translucent glazing in any part of the window below 1.7 m above the internal floor level or a window sill height of 1.7 above the internal floor level.)

Forms Live Sign
Page: 70 / 85
579ce48a-4668-4582-9d7e-2d484d6ee7da

City of
NORWOOD
PAYNEHAM
ST PETERS

BUILDING RULES CONSENT

Conditions of Consent

See attached conditions and notes per the Certifiers Building Rules Consent dated 30/11/2009.

ADVISORY NOTE(S)

1. The Applicant is reminded of its general environmental duty, as required by section 25 of the Environment Protection Act, to take all reasonable and practical measures to ensure that the activities on the whole site, including during construction, do not pollute the environment in a way which causes or may cause harm.

2. The Applicant is reminded of its responsibilities under the Environment Protection Act 1993, to not harm the environment. Specifically, paint, plaster, concrete, brick wastes and wash waters should not be discharged into the stormwater system, litter should be appropriately stored on site pending removal, excavation and site disturbance should be limited, entry/exit points to the site should be managed to prevent soil being carried off site by vehicles, sediment barriers should be used (particularly on sloping sites), and material stockpiles should all be placed on site and not on the footpath or public roads or reserves. Further information is available by contacting the EPA on 8204 2004.

3. The granting of this consent does not remove the need for the Applicant to obtain all other consents which may be required by any other legislation or regulation.

   The Applicant's attention is particularly drawn to the need to consult all relevant electricity suppliers with respect to high voltage power lines.

4. The Applicant's attention is drawn to the Environment Protection Authority's Guidelines IS NO 7 "Construction Noise." These guidelines provide recommended hours of operation outside which noisy activities should not occur. Further information is available by contacting the Environment Protection Authority on 8204 2004.

5. The Applicant is advised that any works undertaken on Council owned land (including but not limited to works relating to crossovers, driveways, footpaths, street trees and stormwater connections) will require the approval of the Council's Urban Services Department, prior to any works being undertaken. Further information may be obtained by contacting Council's Urban Services Department on 8366 4513.

   All works on Council owned land required as part of this development are likely to be at the Applicant's cost.

6. This Development Plan Consent will lapse within 12 months of the date of this notice unless full Development Approval has been obtained.

7. The Council has not surveyed the subject land and has, for the purpose of its assessment, assumed that all dimensions and other details provided by the Applicant are correct and accurate.

8. The existing crossover invert shall be reinstated to kerb and gutter prior to the occupation of the dwellings to the reasonable satisfaction of the Council or its delegate. All costs shall be borne by the owner/applicant.

Matt Atkinson
SENIOR URBAN PLANNER

4 December 2009

Forms Live Sign
Page: 71 / 85
579ce48a-4668-4582-9d7e-2d484d6ee7da

Reference No: PC40857

DECISION NOTIFICATION FORM

For Development Application	Dated :	Development No: 155/944/2008
	Registered On :	

To: ROSSDALE HOMES
300 GLEN OSMOND ROAD
FULLARTON SA 5063

LOCATION OF PROPOSED DEVELOPMENT:

House No: 39	Lot No: 2	Street: RIVERSIDE DRIVE	Suburb: FELIXSTOW
Section No:	Hundred:	Volume: 5633	Folio: 953

NATURE OF PROPOSED DEVELOPMENT

DWELLINGS (X2) INCLUDING THE DEMOLITION OF AN EXISTING DWELLING

In respect of this proposed development you are informed that:

NATURE OF CONSENT	CONSENT GRANTED	NUMBER OF CONDITIONS	CONSENT REFUSED	NOT APPLICABLE
DEVELOPMENT PLAN CONSENT	----	----	----	----
LAND DIVISION	----	----	----	----
LAND DIVISION (STRATA)	----	----		----
BUILDING RULES CONSENT	30/11/09	1	----	----
PUBLIC SPACE	N/A		----	----
OTHER	N/A		----	----
	----	* See notes	----	----

If applicable, the details of the **building classification** and the approved **number of occupants** under the Building Code are attached.

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

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

Signed:

Date: 30 November, 2009

( ) Development Assessment Commission or Delegate
( ) Council Chief Executive Officer or Delegate
(*) Private Certifier (T)

(3) Sheets Attached

IAN DODD Director
PETER HARMER Director
VIC BARONE Director

20 Greenhill Road
Wayville SA 5034
Postal PO Box 109
Goodwood SA 5034

Telephone 08 8273 0888
Facsimile 08 8273 0800
admin@katnichdodd.com.au
www.katnichdodd.com.au

Quality Endorsed Company
ISO 9002 Lic 10649

KATNICH DODD

Forms Live Sign
Page: 72 / 85
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PC40857

KD

DEVELOPMENT ACT, 1993
SECTION 42
CONDITIONS OF PROVISIONAL BUILDING RULES CONSENT

BUILDING WORK:	DWELLINGS (X2) INCLUDING DEMOLITION OF AN EXISTING DWELLING
SITE ADDRESS:	39 RIVERSIDE DRIVE, FELIXSTOW
APPLICANT:	ROSSDALE HOMES
OWNER:	WOODLEY
CLASSIFICATION:	1a & 10a
DEVELOPMENT APPLN:	155/994/2008
ISSUED BY:	CITY OF NORWOOD PAYNEHAM & ST PETERS

CONDITIONS

1. The roof trusses for the tile roofs shall :
   - be a proprietary product designed using certified software and manufactured by a licensed manufacturer to the provisions of AS1720.1 and AS1649,
   - have the top and bottom chords and webs restrained in accordance with the requirements of the truss design parameters
   - where battens terminate at a truss (ie gable truss, hip truss, etc) the battens shall either continue past the face of the truss by at least 75mm or the truss shall be provided with blocking, spacers or equivalent
   - where bottom chord and web restraints are joined they shall be overlapped at the truss (with the ends continuing past the face of the truss by at least 75mm)
   - be provided with top and bottom chord bracing in accordance with AS4440 and the manufacturer's specification,
   - be stored, erected and installed in accordance with AS4440 and the manufacturer's specification,

BCA-P2.1

Notes

The certified drawings/ documents will be issued by the Council with the notification of development approval.

A full set of tie-down details (Koukourou Engineers, Job No 65010) for the sheet roof for a wind speed of (Vp) of 28m/s are retained on both Katnich Dodd and Council files.

This consent is issued on the understanding that the stairs and balustrade will be manufactured and installed by "a licensed stair manufacturer" to their design and in accordance with BCA 3.9.1 & 3.9.2 of the Building Code of Australia. If there is any change to this arrangement an amended consent will be required. Treads shall have a non-slip finish or a suitable non-skid strip near the edge of the nosings.

This consent is issued on the understanding that the proprietary type materials and products as specified either on the architectural plans or specification are to be selected and installed in accordance with the manufacturers recommendations and relevant standards

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

No portion of the building or structure (including footings and drainage) shall extend over the property boundary (unless a suitable written agreement has been obtained from the adjoining property owner)

The owner of the site is advised that a retaining wall will be required adjacent to the boundary to retain any cut or fill.

Forms Live Sign
Page: 73 / 85
579ce48a-4668-4582-9d7e-2d484d6ee7da

A retaining wall less than 1000 mm high on the site boundary is pursuant to Schedule 3 deemed *not* to be *development* however under the provisions of Section 60 and Regulation 75 the associated excavation/ filling is deemed to be building work which affects the stability of the adjoining land and requires notice to be served on the adjoining owner.

Sleepers used in the construction of the retaining walls shall be:

- If timber; designed in accordance with AS 1720, of the correct durability class for timber in contact with the ground and resistant to termite attack, and
- If concrete, designed and detailed in accordance with AS 3600 Concrete Structure Code.

The person proposing to undertake building work on land (or who is in charge of such work) is warned of their obligation to give the Council notice at stages prescribed in Regulation 74.

A person must not occupy a Class 1a building under the Building Code (or an addition to a Class 1a building) that has been completed in accordance with the development authorisation insofar as it relates to the performance of building work unless it complies with the requirements prescribed in Regulation 83A.

Regulation 83AB requires a *Statement of Compliance* for Class 1a buildings to be provided upon completion to the relevant authority by the licensed building work contractor who has carried out the relevant work, or who was in charge of carrying out the relevant work, to which the statement relates (or if there is no such licensed building work contractor- a registered building work supervisor or private certifier) all in accordance with the attached pro-forma, which must also be signed by the owner of the relevant land, or by someone acting on his or her behalf.

The location, design and capacity of the stormwater discharge at the property alignment should be approved by council prior to siteworks commencing. The drainage system should be completed by the finish of construction of the building. (Clause 5.5.3 of AS 2870)

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

A sealed stormwater system will require inspection points at strategic locations to allow for ease of ongoing maintenance. The location and design of the points should be discussed with the design engineer to ensure maximum efficiency.

Any box gutter, rainhead and overflow shall be constructed in accordance with AS/NZS 3500.3.2 – Stormwater drainage. The hydraulic capacity of the overflow device shall be not less than the design flow of the associated gutter outlet.

AS3660.1- 'Termite Management - New Building Work', sets out methods for minimising the risk to new buildings from damage to their structural members by subterranean termites by deterring concealed entry by termites from the soil to the building. A termite barrier system constructed in accordance with this standard can not prevent termite attack, as barriers may be bridged or breached. Where termites bridge barriers the evidence may be detected during inspections which need to be carried out at intervals not exceeding 12 months to reduce the risk of termite damage. A durable notice shall be permanently fixed to the building in a prominent location such as a meter box or the like indicating the method of protection; and the date of installation of the system; and where a chemical barrier is used, its life expectancy as listed on the National Registration Authority label; and the need to maintain and inspect the system on a regular basis. The owner may also wish to seek advice regarding the potential for attack by termites to non-primary structural elements of the building and the precautions available.

Building work adjacent to a property boundary and/or existing structure is proposed and this may compromise the effectiveness of the termite barrier. Documentation on the limitations of the termite barrier installed in this regard should be provided to the building owner.

It is recommended that regular inspection of the roof trusses, particularly at high load areas such as girder trusses, are conducted by a suitably qualified person as per Workplace Services Hazard Alert, July 2002.

The roof trusses shall be erected, installed and braced in accordance with AS4440, the manufacturers specifications and good trade practice. The truss design relies on bottom chord restraint at 600 mm centres; the builder is advised that standard 10 mm plasterboard does not provide this restraint.
All timbers exposed to the weather or in contact with the ground shall be durability class 1 or 2 (AS1720) or shall be adequately treated with preservative (AS1604). All nails used for framing anchor and straps shall be corrosion protected . Nails used in joints that are continuously damp or exposed to the weather shall be hot-dip galvanised, stainless steel or monel metal.

Forms Live Sign
Page: 74 / 85
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The assessment of the timber framing has been based on the understanding that the timber to be used for all structural elements has a minimum joint strength group of J4 or JD4.

The footings have not been designed to take into account the effect of existing trees or planted trees located within a distance less than their zone of influence from the building whether they are on or outside of the allotment. If clarification is required, refer to the footing construction report or seek advice from the engineer.

The footings have only been checked for compliance with the minimum allowable requirements prescribed in AS2870. The owner is advised to refer to the footing construction report or seek advice from the engineer in this matter.

The owners attention should be drawn to Appendix B of AS 2870 'Performance Requirements and Foundation Maintenance'

Particular care should be exercised to ensure that the plumbing and perimeter paving is installed in accordance with the requirements of AS 2870 and engineers details.

Any sump & pump combination shall be selected and installed in accordance with the requirements of section 9 of AS 3500.3 - National Plumbing and drainage code

The articulation or control joints in the masonry walls shall be installed in accordance with the Site Investigation and Footing Construction Report

Wet area details including floor grades, set-downs and water resistant surfaces shall comply with Minister's Specification SA F1.7-2004 & AS3740 Waterproofing of wet areas within residential buildings; including provision of drainage flanges.

All glazing shall be glazed in accordance with AS1288- 2006, including safety glass for full height windows, glazed doors, side panels and windows located over or adjacent to a bath/shower.

The required rainwater tanks to be plumbed into the dwelling in accordance with AS3500 must be provided with an overflow device connected into the stormwater disposal system and mosquito proof, non-degradable screens on the inlet and overflow. Supporting structures must be a proprietary product and / or comply with relevant Australian Standards

The hot water system/heated water service must be designed and installed in accordance with the Waterworks Act 1932, the Waterworks Regulations 1996 and Directions issued by SA Water Corp. This requires a solar water heater or heat pump water heater that achieves 22 Renewable Energy Certificates (in Zone 3) where more than 3 bedrooms, or 14 Renewable Energy Certificates (in Zone 3) where less than 3 bedrooms, or a gas water heater complying with AS4552 with an energy rating label of 2.5 stars or better

Flexible ductwork used for the transfer of products initiating from a heat source that contains a flame must comply with the fire hazard properties set out in AS4254.

Heating appliances shall be installed in accordance with Part 3.7.3 of the BCA.

This consent is based on the understanding that there are no brush fences within 3m of the proposed building works. For existing brush fences located within 3m of the existing building, we recommend that works be undertaken as appropriate to reduce the risk of fire spread to the existing dwelling when any repair or replacement works associated with the fence are undertaken in the future

This report does not imply compliance with the Electricity Act, 1996 as amended or the regulations thereunder (including Regulations prescribed for purposes of Section 86). It is the responsibility of the applicant, owner and the person erecting the building to ensure compliance with same.

Katnich Dodd
Building Surveyors

.....

Peter Harmer
30 November, 2009

ANNEXURE D

EMERGENCY SERVICES LEVY
LAND TAX CERTIFICATE
SA WATER – CERTIFICATE OF CHARGES

nest conveyancing

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: 2707869

DATE OF ISSUE
02/09/2025

NEST CONVEYANCING (SA) PTY LTD
POST OFFICE BOX 3077
NORWOOD SA 5067

ENQUIRIES:
Tel: (08) 8372 7534
Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NUMBER
13329876

OWNERSHIP NAME
D N & B J WOODLEY

PROPERTY DESCRIPTION
39A RIVERSIDE DR / FELIXSTOW SA 5070 / LT 781 D82426

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R4	RE
1903776592	CT 6048/377	$950,000.00	1.000	0.400

LEVY DETAILS:

FINANCIAL YEAR
2025-2026

FIXED CHARGE	$	50.00
+ VARIABLE CHARGE	$	321.45
- REMISSION	$	193.40
- CONCESSION	$	0.00
+ ARREARS / - PAYMENTS	$	0.00
= AMOUNT PAYABLE	$	178.05

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 **01/12/2025**

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

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

PAYMENT REMITTANCE ADVICE

OWNERSHIP NUMBER
13329876

OWNERSHIP NAME
D N & B J WOODLEY

ASSESSMENT NUMBER
1903776592

AMOUNT PAYABLE
$178.05

AGENT NUMBER
100031114

AGENT NAME
NEST CONVEYANCING (SA) PTY LTD

EXPIRY DATE
01/12/2025

+70074229130022> +001571+ <0550369010> <0000017805> +444+

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

Visit: www.revenuesa.sa.gov.au
Email: contactus@revenuesa.sa.gov.au
Phone: (08) 8372 7534

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

Biller Code: 456285 **Ref: 7007422913** 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: **Please refer below.** **Revenue SA** **Locked Bag 555** **ADELAIDE SA 5001**

ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.

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: 2707869

NEST CONVEYANCING (SA) PTY LTD
POST OFFICE BOX 3077
NORWOOD SA 5067

DATE OF ISSUE
02/09/2025

ENQUIRIES:
Tel: (08) 8372 7534
Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NAME
D N & B J WOODLEY

FINANCIAL YEAR
2025-2026

PROPERTY DESCRIPTION
39A RIVERSIDE DR / FELIXSTOW SA 5070 / LT 781 D82426

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
1903776592	CT 6048/377	$530,000.00	0.0340 HA

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

CURRENT TAX	**$**	2,531.67	**SINGLE HOLDING**	**$**	0.00
- DEDUCTIONS	**$**	635.91			
+ ARREARS	**$**	0.00			
- PAYMENTS	**$**	0.00			
= AMOUNT PAYABLE	**$**	**1,895.76**			

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 **01/12/2025**

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

OWNERSHIP NUMBER
13329876

OWNERSHIP NAME
D N & B J WOODLEY

ASSESSMENT NUMBER
1903776592

AMOUNT PAYABLE
$1,895.76

AGENT NUMBER
100031114

AGENT NAME
NEST CONVEYANCING (SA) PTY LTD

PAYABLE ON OR BEFORE
01/12/2025

+70074228220012> +000927+ <0550369010> <0000189576> +444+

Forms Live Sign
Page: 79 / 85
579ce48a-4668-4582-9d7e-2d484d6ee7da

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:	contactus@revenuesa.sa.gov.au
Phone:	(08) 8372 7534

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

Biller Code: 456293 **Ref: 7007422822** 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: **Please refer below.** **Revenue SA** **Locked Bag 555** **ADELAIDE SA 5001**

ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.

Forms Live Sign
Page: 80 / 85
579ce48a-4668-4582-9d7e-2d484d6ee7da

SA Water

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
19 03776 59 2	CT6048377	3/9/2025	8476	2707869

NESTCONVEYANCING (SA) PTY LTD
PO BOX 3077
NORWOOD SA 5067
admin@nestconveyancing.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: DN & BJ WOODLEY
Location: 39A RIVERSIDE DR FELIXSTOW LT781 D82426
Description: HG **Capital Value:** $ 950 000
Rating: Residential

Periodic charges

Raised in current years to 30/9/2025

				$
		Arrears as at: 30/6/2025	:	0.00
Water main available:	1/7/2010	Water rates	:	82.30
Sewer main available:	1/7/2010	Sewer rates	:	140.13
		Water use	:	132.89
		SA Govt concession	:	0.00
		Recycled Water Use	:	0.00
		Service Rent	:	0.00
		Recycled Service Rent	:	0.00
		Other charges	:	0.00
		Goods and Services Tax	:	0.00
		Amount paid	:	355.32CR
		Balance outstanding	:	0.00

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

Next quarterly charges: Water supply: 82.30 Sewer: 140.13 Bill: 8/10/2025

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

The last Water Use Year ended on 23/06/2025.

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

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

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

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

Forms Live Sign
Page: 82 / 85
579ce48a-4668-4582-9d7e-2d484d6ee7da

South Australian Water Corporation

Name:
DN & BJ WOODLEY

Water & Sewer Account
Acct. No.: **19 03776 59 2**

Amount: _____

Address:
39A RIVERSIDE DR FELIXSTOW LT781
D82426

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	1903776592

Biller code: 8888
Ref: 1903776592

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: 1903776592

ANNEXURE E

HOME FIRE SAFETY FACT SHEET

SMOKE ALARM LEGISLATION

Forms Live Sign
Page: 84 / 85
579ce48a-4668-4582-9d7e-2d484d6ee7da



Home fire safety fact sheet

Smoke Alarm Legislation

Regulation 76B of the Regulations under the Development Act, 1993 requires that smoke alarms complying with Australian Standard 3786 be fitted to all "Class 1 and 2 buildings." (Compliance with Australian Standard 3786 will be shown on the smoke alarm packaging.)

"Class 1 and 2 buildings" means:

Any single dwelling including detached houses or attached houses such as row houses, terrace houses, town houses, villa units, etc.

- A boarding house, guest house, hostel or the like with a total floor area not exceeding 300m^2 and in which not more than 12 persons would ordinarily be resident.

  Note: Larger buildings of these types will require a commercial type fire alarm system.

- Any building containing two or more sole-occupancy units each being a separate dwelling (i.e. flats, motel units, apartments and the like) where the building is not required to be fitted with a commercial type fire alarm system.

The Building Code of Australia also requires domestic smoke alarms complying with Australian Standard 3786 in Class 3 and 4 buildings

- Class 3 building means a residential building, other than a Class 1 or 2 building, which is a common place of long term or transient living for a number of unrelated persons (maximum 20 persons 2 storeys or less). Example: boarding-house, hostel, backpackers' accommodation or residential part of a hotel, motel, school or detention centre.

- Class 4 means a dwelling in a building not purpose built for accommodation. Example: A flat over a shop.

New Buildings

Building Approval On Or After 1 January 1995

Since 1 January 1995, smoke alarms have been required in all new homes in South Australia. These alarms must be hard-wired to the 240 volt mains power supply unless the dwelling is not connected to such a supply.

Forms Live Sign
Page: 85 / 85
579ce48a-4668-4582-9d7e-2d484d6ee7da

They should also be fitted with a back-up battery to provide power in case of a mains power supply failure.

In dwellings not connected to mains power, smoke alarms powered by 10 year life, non-replaceable, non-removable, permanently connected batteries may be installed.

Existing Buildings

Building Approval Before 1 January 1995

As a minimum requirement all homes where building approval was granted before 1 January 1995 are required to be fitted with a smoke alarm powered by a replaceable battery subject to the following change of ownership conditions.

Change of ownership on or after 1 February 1998

From 1 February 1998, if there is a change of ownership of the land on which any building covered by this legislation is built, the new owner must, within 6 months of title transfer, install smoke alarms either:

- hard-wired to the 240 volt household power supply (unless the dwelling is not connected to such a supply); or
- powered by 10 year life, non-replaceable, non-removable, permanently connected batteries.

Home owners were required to comply with the smoke alarm legislation for existing buildings by 1 January 2000.

Interconnection Of Alarms

- From 1 May 2014, smoke alarms have been required to be interconnected in all new class 1 dwellings, within sole-occupancy units of class 2 and 3 buildings and in class 4 parts of buildings. (Class 4 is a single dwelling in an office building, retail building, storage building, manufacturing building or public building.)
- In existing buildings (i.e. those approved before 1 May 2014) any extension or addition (approved from 1 May 2014) which requires more than one smoke alarm must have those alarms interconnected however there is not a requirement to interconnect to alarms in the existing building.
- Smoke alarms in subsequent extensions will be required to interconnect to any alarms in extensions approved after 1 May 2014.

How Many Smoke Alarms And Where?

The Development Regulations require that one or more smoke alarms must be installed in every dwelling in locations that will provide reasonable warning to occupants of sleeping areas so that they may safely evacuate in the event of a fire.

For detailed and specific information about smoke alarms please see our Home Fire & Life Safety Fact Sheet "Smoke Alarms".

Adelaide Station
99 Wakefield Street
Adelaide SA 5000

Enquiries 8204 3611
samfscommunitysafety@sa.gov.au
www.mfs.sa.gov.au

Government of South Australia
METROPOLITAN FIRE SERVICE SOUTH AUSTRALIA
JAN 2020

Audit Trail

Document

Request Id	579ce48a-4668-4582-9d7e-2d484d6ee7da
Created	Sep 11th 2025, 2:56 PM
Completed	Sep 12th 2025, 3:05 PM

Signing Complete

Agency

Name	NEST CONVEYANCING (SA) PTY LTD
ABN	66 932 042 195
Address	60 Lambert Road Royston Park SA 5070

Agent

Name	Selina Dolman
Email	selina@nestconveyancing.com.au

Signing Events

- Selina Dolman created the signing request. — Sep 11th 2025, 2:56 PM

  Please sign this form by clicking the button below:

- Agent - Selina Dolman was sent the signing request. — Sep 11th 2025, 2:56 PM
  selina@nestconveyancing.com.au
- Vendor (1) - Daniel Woodley was sent the signing request. — Sep 11th 2025, 2:56 PM
  daniel.woodley@outlook.com
- Vendor (2) - Belinda Woodley was sent the signing request. — Sep 11th 2025, 2:56 PM
  belinda.woodley@aussie.com.au
- Agent - Selina Dolman viewed the signing request. — Sep 11th 2025, 2:56 PM
- Agent - Selina Dolman signed the document. — Sep 11th 2025, 2:56 PM

- Vendor (1) - Daniel Woodley viewed the signing request. — Sep 11th 2025, 3:08 PM
- Vendor (1) - Daniel Woodley signed the document. — Sep 11th 2025, 3:44 PM

- Vendor (2) - Belinda Woodley viewed the signing request. — Sep 11th 2025, 7:54 PM
- Vendor (2) - Belinda Woodley signed the document. — Sep 12th 2025, 3:05 PM



Form

Form Id 3383494

Name
Woodley - 39A Riverside Dr Felixstow (Klemich Real Estate)

Template Form 1

Recipients (7)

Agent - Selina Dolman
selina@nestconveyancing.com.au

Vendor (1) - Daniel Woodley
daniel.woodley@outlook.com

Vendor (2) - Belinda Woodley
belinda.woodley@aussie.com.au