City Of Onkaparinga
PO Box 1
Noarlunga Centre SA 5168

Telephone (08) 83840666 Facsimile (08) 8382 8744

Certificate No:
115422

IMPORTANT INFORMATION REGARDING SEARCHES

Oakridge Conveyancers
PO Box 115
OLD REYNELLA SA 5161

Attention Conveyancers

- **Section 187 certificate update request free of charge (One Update):**
  - Penalties and interest, property charges, payments or dishonoured payments can impact account balances on a daily basis.

    To assist with financial adjustments as close as practicable to the date of settlement, your **Section 187 certificate will now be valid for 90 days**. Within this period Council will offer one update request without charge. This update is to be obtained via the online portal.

    It is important to note all searches advise when fines/interest will be applied. When receiving your update search, should it be evident that further penalties will be applied prior to settlement, you will need to still consider these additional amounts as part of your settlement statement calculations.

    Please Note: Section 7 certificates remain valid for a 30 day period only.
- **BPAY biller code added to searches to enable electronic settlement of funds**
  - Our BPAY biller code is now detailed on each search, enabling settlement funds to be disbursed to Council electronically. Please note that this is Councils preferred method payment and we request that you cease the use of cheques to affect settlement.
- **How to advise Council of change of ownership?**

  To also assist with the reduction of duplication of information being received from various agencies i.e. conveyancers and the Lands Titles Office, we are advocating that the **Purchaser's Conveyancer to** advise the change of ownership by following the below:
  - If you are using e-conveyancing to affect a sale, please **only issue advice to Council if the mail service address is different to what was lodged via the transfer at the LTO**. Council's new practice is to update ownership details including the mailing address in accordance with the advice provided by the Valuer General. Council has amended this change to align with SA Water practices and to provide an improved customer experience overall.
  - If lodging in person at Lands Title Office – Please send the change of ownership advice to Council via mail@onkaparinga.sa.gov.au. Electronic settlement of funds is still preferred.

Yours sincerely

Julie Janssan
Team Leader
Customer Relations

City Of Onkaparinga
PO Box 1
Noarlunga Centre SA 5168

Telephone (08) 83840666 Facsimile (08) 8382 8744

Certificate No:
115422

Property Information And Particulars
In response to an enquiry pursuant to Section 7 of the
The Land & Business (Sale & Conveyancing) Act, 1994

TO: Oakridge Conveyancers
PO Box 115
OLD REYNELLA SA 5161

DETAILS OF PROPERTY REFERRED TO:

ASSESSMENT NO	:	35890-4
VALUER GENERAL NO	:	8612154007
VALUATION	:	$500,000
OWNER	:	Mr S P Miller
PROPERTY ADDRESS	:	8 Braemar Avenue, MORPHETT VALE SA 5162
VOLUME/FOLIO	:	CT-5110/267
LOT/PLAN NUMBER	:	Allot 111 Sec 666 DP 6563
WARD	:	03 Knox Ward

Listed hereafter are the *MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES* in alphabetical order of *SCHEDULE 2*, Division 1 to which Council must respond according to *TABLE 1* of the *REGULATIONS UNDER THE LAND AND BUSINESS (SALE AND CONVEYANCING) ACT 1994*.

In addition, Building Indemnity Insurance details are given, if applicable, pursuant to *SCHEDULE 2*, Division 2 to which Council must respond according to TABLE 2 of the *REGULATIONS UNDER THE LAND AND BUSINESS (SALE AND CONVEYANCING) ACT 1994*.

The information provided indicates whether any prescribed encumbrances exist on the land, which has been placed/imposed by, or is for the benefit of Council.

All of the prescribed encumbrances listed herein are answered solely in respect to a statutory function or registered interest of the Council, and do not infer any response to an enquiry on behalf of other persons or authorities.

Where a prescribed encumbrance requires a dual response, as described by *TABLE 1*, of *SCHEDULE 2*, of the *REGULATIONS UNDER THE LAND AND BUSINESS (SALE AND CONVEYANCING) ACT, 1994*, the enquirer should also refer a like enquiry to the Department for Transport Energy and Infrastructure.

Pursuant to the provisions of the *REGULATIONS UNDER THE LAND AND BUSINESS (SALES AND CONVEYANCING) ACT, 1994*, Council hereby provides the following information in response to your enquiries:

INFORMATION NOTE

CHANGES TO PLANNING POLICY AFFECTING LAND IN COUNCIL'S AREA

The information provided in this note is additional to, and not in substitution of, any information provided in response to your request for statutory search information. The response to your request, provided with this note, does not reference changes to planning policy affecting all South Australian Councils.

Development Act 1993

Section 42
Condition (that continues to apply) of a development authorisation NO

Planning Act 1982 (repealed)

Condition (that continues to apply) of a development authorisation YES

Application Number:	860/5818/1993
Description:	Bird Aviary
Decision:	Approved
Decision Date:	08-Jun-1993

Planning Conditions

1. The development shall be maintained and kept in a neat and tidy condition at all times.

Application Number:	860/5610/1987
Description:	To develop land by constructing four dog kennels for the purpose of keeping dogs of Staffordshire Bull Terrier, Boxer, Bull Terrier, Rottweiler bloodlines.
Decision:	Approved by Planning Appeal Tribunal (No 695 of 1987)
Decision Date:	15-Apr-1988

Conditions of approval:
Refer to attachment

1. The kennels and exercise yards constructed on the subject land and the landscaping thereof shall be in accordance with the amended proposal plans Exhibit No. A4 and Exhibit No. A5, and with these attached conditions.
2. All landscaping shown on Exhibit No. A5 shall be planted and established prior to the arrival of the third dog upon the subject land and all such landscaping shall be properly maintained and nutured with all diseased or dead specie replaced when necessary and in all matters be at all times to the reasonable satisfaction of the Council.
3. Subject to condition number 4 hereof, not more than three dogs of which not more than one shall be of the female sex shall be kept or permitted to be on the subject land at any one time.
4. Within the duration of each calender year commencing from the first day of January of each such year not more than one litter of puppies shall be upon the subject land and in terms of condition number 3 hereof all puppies shall be classified as dogs for the purposes of these conditions upon attaining the age of eight weeks old.
5. No dogs or puppies of either sex shall be permitted or kept on the subject land other than those that are the property of Mr. K.A. Parsons.
6. The kennels and associated exercise yards together with the whole of the backyard of the residence upon the subject land shall be properly cleared at least once each day and all faeces and rubbish collected shall be placed in a steel rubbish bin with an unbroken plastic liner and covered with an appropriate lid and the contents thereof removed from the subject land at least once per week so that the whole shall be maintained in sanitary condition and the kennels and yards in good order and repair at all times to the reasonable satisfaction of the Council.
7. All dogs of either sex on the subject land shall be kept in the kennels and exercise yards except when any such animal is under the personal supervision of Mr. K.A. Parsons.
8. No signs shall be erected or displayed on the subject land referring in any way to the kennels or the dogs.
9. Upon the appellants either ceasing to use the consent now granted in relation to three dogs or upon vacating occupation of the subject land, whichever first occurs, the kennels complete with the exercise yards and the concrete floors shall be completely demolished and all material and parts thereof removed entirely from the subject land.

Building Act 1971 (repealed)

Condition (that continues to apply) of an approval or authorisation granted under the repealed authorisation NO

Planning and Development Act 1966 (repealed)

Condition (that continues to apply) of a development authorisation NO

Planning, Development and Infrastructure Act 2016

Part 5 – Planning and Design Code

Zones
General Neighbourhood (GN)

Subzones
No

Zoning overlays
Overlays

Affordable Housing
The Affordable Housing Overlay seeks to ensure the integration of a range of affordable dwelling types into residential and mixed use development.
Hazards (Flooding - Evidence Required)
The Hazards (Flooding - Evidence Required) Overlay adopts a precautionary approach to mitigate potential impacts of potential flood risk through appropriate siting and design of development.
Native Vegetation
The Native Vegetation Overlay seeks to protect, retain and restore areas of native vegetation.
Prescribed Wells Area
The Prescribed Wells Area Overlay seeks to ensure sustainable water use in prescribed wells areas.
Regulated and Significant Tree
The Regulated and Significant Tree Overlay seeks to mitigate the loss of regulated trees through appropriate development and redevelopment.
Stormwater Management
The Stormwater Management Overlay seeks to ensure new development incorporates water sensitive urban design techniques to capture and re-use stormwater.
Traffic Generating Development
The Traffic Generating Development Overlay aims to ensure safe and efficient vehicle movement and access along urban transport routes and major urban transport routes.
Urban Tree Canopy
The Urban Tree Canopy Overlay seeks to preserve and enhance urban tree canopy through the planting of new trees and retention of existing mature trees where practicable.

Is the land situated in a designated State Heritage Place/Area? NO
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 to be a significant tree or trees on the land?

Council does not have trees listed in Part 10 - Significant Trees of the Planning and Design Code. However, there may be regulated or significate tree(s) on the site as defined by the Planning and Code that would require approval for maintenance pruning or removal.

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/

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?

The Property Interest Report available through Land Services SA provides information necessary for Conveyancers to complete the Vendor's Statement.

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

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

NO

Part 2—Items to be included if land affected

Development Act 1993 (repealed)

Section 50(1)
Requirement to vest land in council to be held as open space NO

Section 50(2)
Agreement to vest land in council 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 (only)
Fire safety notice

NO

Section 84
Enforcement notice

NO

Section 85(6), 85(10) or 106
Enforcement order NO

Part 11 Division 2
Proceedings

NO

Fire and Emergency Services Act 2005

Section 105F (or section 56 or 83 (repealed)
Notice NO

Section 56 (repealed)
Notice issued NO

Food Act 2001

Section 44
Improvement notice *issued against the land*

NO

There are no current Section 44 Notices of the Food Act 2001 issued under Standard **3.2.3** Food Premises and Equipment

Improvement notice *issued against the land* NO

Section 46

Prohibition order

NO

Housing Improvement Act 1940 (repealed)

Section 23
Declaration that house is undesirable or unfit for human habitation NO

Land Acquisition Act 1969

Section 10
Notice of intention to acquire

NO

Local Government Act 1934 (repealed)

Notice, order, declaration, charge, claim or demand given or made under the Act NO

Local Government Act 1999

Notice, order, declaration, charge, claim or demand given or made under the Act NO

Refer to separate attachment for Rates and Charges

Local Nuisance and Litter Control Act 2016

Section 30
Nuisance or litter abatement notice *issued against the land*

NO

Planning, Development and Infrastructure Act 2016

Section 139
Notice of proposed work and notice may require access NO

Section 140
Notice requesting access NO

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 Agreements

NO

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
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

South Australian Public Health (Wastewater) Regulations 2013
Part 4 – Condition (that continues to apply) of an approval
Condition (that continues to apply) of an approval NO

Particulars of building indemnity insurance

Details of Building Indemnity Insurance still in existence for building work on the land NO

Particulars relating to environment protection

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

YES

860/5610/1987 Dog Kennels

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 council (on payment of any fee fixed by the council). However, it is expected that the ability to supply further details will vary considerably between councils.

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

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

General

Easement

No easement exists for drainage purposes – Refer to Certificate of Title of subdivision plans (ie Deposited Plans, Community Plans, File Plans etc) for details of easements in the interests of other State Departments or Agencies). NO

Are you aware of any encroachment on the easement? NO

Lease, agreement for lease, tenancy agreement or licence
(The information does not include the information about sublease or subtenancy.
The purchaser may seek that information from the lessee or tenant or sublessee or subtenant.) NO

Caveat NO

Other

Charge for any kind affecting the land (not included in another item) NO

PLEASE NOTE:

The information provided is as required by The Land and Business (Sale and Conveyancing) Act 1994. The information should not be taken as a representation as to whether or not any other charges or encumbrances affect the subject land.

This statement is made the 16-Oct-2023



Emma Moyle
Coordinator Development Support
AUTHORISED OFFICER

CITY OF ONKAPARINGA
PO BOX 1
NOARLUNGA CENTRE SA 5168
Telephone (08) 8384 0666 **Facsimile (08) 8382 8744** **Cert No. 115422**

LOCAL GOVERNMENT RATES SEARCH

16-Oct-2023

TO: Oakridge Conveyancers
PO Box 115
OLD REYNELLA SA 5161

DETAILS OF PROPERTY REFERRED TO:

Rates Assessment No	:	35890 -4
Valuer General No	:	8612154007
Valuation	:	$500,000
Owner :		Mr S P Miller
Property Address	:	8 Braemar Avenue, MORPHETT VALE SA 5162
Volume/Folio	:	CT-5110/267
Lot/Plan Number	:	Allot 111 Sec 666 DP 6563
Ward	:	03 Knox Ward

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

Rates and Fines in Arrears (not paid 30 June 2023) and/or Block Clearing Charges	0.00
Postponed Amount in Arrears (if applicable) monthly interest of 0.31666% applies	0.00
Interest on Arrears charged in current financial year monthly interest of 0.48333% applies	0.00
Rates for the current 2023-2024 Financial Year applicable from 1 July 2023:	
Amount payable by 1st September 2023	1,717.46
PLUS Current postponed amount (if applicable)	0.00
Total Rates Levied 2023-2024	**$1,717.46**

PLEASE NOTE: If the quarterly payments are not received by the due date, a 2% fine will be added to that amount with interest added on the first working day of each month following, until the total amount overdue is paid

Less Council Rebate.	0.00
Less Council Capping Rebate	0.00
Less Council CWMS Rebate	0.00
Fines and interest for the current financial year (2% fine when rates first become overdue and *0.48333*% interest applied per month thereafter)	11.92
Postponed Interest (0.31666% per month on total of postponed rates and interest)	0.00
Less paid current financial year	0.00
Overpayment	0.00
Legal Fees and / or Bank Charges (current)	0.00
Legal Fees and / or Bank Charges (arrears)	0.00
Refunds, Rates Remitted or Small Balance Adjustments	0.00
Balance - rates and other monies due and payable	1,729.38
Property Related Debts	0.00

BPAY Biller Code: 48470 **TOTAL BALANCE** **$1,729.38**
Ref: 358904

AUTHORISED OFFICER This statement is made the 16 October, 2023

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: 2510426

DATE OF ISSUE
16/10/2023

TANIA FITZPATRICK PTY LTD
OAKRIDGE CONVEYANCERS
PO BOX 115
OLD REYNELLA SA 5161

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

OWNERSHIP NUMBER
15346602

OWNERSHIP NAME
S P MILLER

PROPERTY DESCRIPTION
8 BRAEMAR AVE / MORPHETT VALE SA 5162 / LT 111

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R4	RE
8612154007	CT 5110/267	$500,000.00	1.000	0.400

LEVY DETAILS:

FINANCIAL YEAR
2023-2024

FIXED CHARGE	**$**	50.00
+ VARIABLE CHARGE	**$**	202.40
- REMISSION	**$**	126.80
- CONCESSION	**$**	0.00
+ ARREARS / - PAYMENTS	**$**	0.00
= AMOUNT PAYABLE	**$**	125.60

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 **14/01/2024**

Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

PAYMENT REMITTANCE ADVICE

OWNERSHIP NUMBER
15346602

OWNERSHIP NAME
S P MILLER

ASSESSMENT NUMBER
8612154007

AMOUNT PAYABLE
$125.60

AGENT NUMBER
100018961

AGENT NAME
TANIA FITZPATRICK PTY LTD

EXPIRY DATE
14/01/2024

+80012004130022> +001571+ <0550514382> <0000012560> +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:	revsupport@sa.gov.au
Phone:	(08) 8226 3750

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

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

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 865
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

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

PIR Reference No: 2510426

DATE OF ISSUE
16/10/2023

TANIA FITZPATRICK PTY LTD
OAKRIDGE CONVEYANCERS
PO BOX 115
OLD REYNELLA SA 5161

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

OWNERSHIP NAME
S P MILLER

FINANCIAL YEAR
2023-2024

PROPERTY DESCRIPTION
8 BRAEMAR AVE / MORPHETT VALE SA 5162 / LT 111

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
8612154007	CT 5110/267	$200,000.00	0.0728 HA

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

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

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

ON OR BEFORE **14/01/2024**

Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

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

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

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

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
86 12154 00 7	CT5110267	17/10/2023	793	2510426

OAKRIDGE CONVEYANCERS
PO BOX 115
OLD REYNELLA SA 5161
info@oakridgeconveyancers.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: MR SP MILLER
Location: 8 BRAEMAR AVE MORPHETT VALE LT 111
Description: 6HCP V **Capital Value:** $ 500 000
Rating: Residential

Periodic charges

Raised in current years to 30/9/2023

				$
		Arrears as at: 30/6/2023	:	295.46
Water main available:	1/7/1966	Water rates	:	74.20
Sewer main available:	1/7/1975	Sewer rates	:	79.50
		Water use	:	209.79
		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	:	386.34CR
		Balance outstanding	:	272.61

Degree of concession: 00.00%
Recovery action taken: REPAYMENT ARRANGEMENT

Next quarterly charges: Water supply: 74.20 Sewer: 79.50 Bill: 6/12/2023

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

The last Water Use Year ended on 22/05/2023.

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

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

South Australian Water Corporation

Name:
MR SP MILLER

Address:
8 BRAEMAR AVE MORPHETT VALE LT 111

Water & Sewer Account
Acct. No.: **86 12154 00 7**

Amount: _____

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	8612154007

Biller code: 8888
Ref: 8612154007

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: 8612154007

Property Interest Report

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

Title Reference	CT 5110/267	**Reference No.**	2510426
Registered Proprietors	S P*MILLER	**Prepared**	16/10/2023 11:20
Address of Property	8 BRAEMAR AVENUE, MORPHETT VALE, SA 5162		
Local Govt. Authority	CITY OF ONKAPARINGA		
Local Govt. Address	PO BOX 1 NOARLUNGA CENTRE SA 5168		

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

Table of Particulars

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

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

Prescribed encumbrance		Particulars (Particulars in bold indicates further information will be provided)
1.	**General**	
1.1	Mortgage of land *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Refer to the Certificate of Title
1.2	Easement (whether over the land or annexed to the land) Note--"Easement" includes rights of way and party wall rights *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Refer to the Certificate of Title
1.3	Restrictive covenant *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance
1.4	Lease, agreement for lease, tenancy agreement or licence (The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.) *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Refer to the Certificate of Title also Contact the vendor for these details
1.5	Caveat	Refer to the Certificate of Title
1.6	Lien or notice of a lien	Refer to the Certificate of Title
2.	***Aboriginal Heritage Act 1988***	
2.1	section 9 - Registration in central archives of an Aboriginal site or object	Aboriginal Affairs and Reconciliation in AGD has no registered entries for Aboriginal sites or objects affecting this title
2.2	section 24 - Directions prohibiting or restricting access to, or activities on, a site or	Aboriginal Affairs and Reconciliation in AGD has no record of any direction affecting this title

	an area surrounding a site	
2.3	Part 3 Division 6 - Aboriginal heritage agreement	Aboriginal Affairs and Reconciliation in AGD has no record of any agreement affecting this title also Refer to the Certificate of Title

3. *Burial and Cremation Act 2013*

3.1	section 8 - Human remains interred on land	Births, Deaths and Marriages in AGD has no record of any gravesites relating to this title also contact the vendor for these details

4. *Crown Rates and Taxes Recovery Act 1945*

4.1	section 5 - Notice requiring payment	Crown Lands Program in DEW has no record of any notice affecting this title

5. *Development Act 1993* (repealed)

5.1	section 42 - Condition (that continues to apply) of a development authorisation *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.2	section 50(1) - Requirement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.3	section 50(2) - Agreement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.4	section 55 - Order to remove or perform work	State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
5.5	section 56 - Notice to complete development	State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
5.6	section 57 - Land management agreement	Refer to the Certificate of Title
5.7	section 60 - Notice of intention by building owner	Contact the vendor for these details
5.8	section 69 - Emergency order	State Planning Commission in the Department for Trade and Investment has no record of any order affecting this title also Contact the Local Government Authority for other details that might apply
5.9	section 71 - Fire safety notice	Building Fire Safety Committee in the Department for Trade and Investment has no record of any notice affecting this title

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

6. Repealed Act conditions

6.1	Condition (that continues to apply) of an approval or authorisation granted under the *Building Act 1971* (repealed), the *City of Adelaide Development Control Act, 1976* (repealed), the *Planning Act 1982* (repealed) or the *Planning and Development Act 1966* (repealed) *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply

7. *Emergency Services Funding Act 1998*

7.1	section 16 - Notice to pay levy	An Emergency Services Levy Certificate will be forwarded. If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750. Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates www.revenuesaonline.sa.gov.au

8. *Environment Protection Act 1993*

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

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

9. *Fences Act 1975*

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

10. *Fire and Emergency Services Act 2005*

10.1	section 105F - (or section 56 or 83 (repealed)) - Notice to take action to prevent outbreak or spread of fire	Contact the Local Government Authority for other details that might apply Where the land is outside a council area, contact the vendor

11. *Food Act 2001*

11.1	section 44 - Improvement notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
11.2	section 46 - Prohibition order	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply

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

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

13. *Heritage Places Act 1993*

13.1	section 14(2)(b) - Registration of an object of heritage significance	Heritage Branch in DEW has no record of any registration affecting this title
13.2	section 17 or 18 - Provisional registration or registration	Heritage Branch in DEW has no record of any registration affecting this title
13.3	section 30 - Stop order	Heritage Branch in DEW has no record of any stop order affecting this title
13.4	Part 6 - Heritage agreement	Heritage Branch in DEW has no record of any agreement affecting this title also Refer to the Certificate of Title
13.5	section 38 - "No development" order	Heritage Branch in DEW has no record of any "No development" order affecting this title

14. *Highways Act 1926*

14.1	Part 2A - Establishment of control of access from any road abutting the land	Transport Assessment Section within DIT has no record of any registration affecting this title

15. *Housing Improvement Act 1940* (repealed)

15.1	section 23 - Declaration that house is undesirable or unfit for human habitation	Contact the Local Government Authority for other details that might apply
15.2	Part 7 (rent control for substandard houses) - notice or declaration	Housing Safety Authority has no record of any notice or declaration affecting this title

16. *Housing Improvement Act 2016*

16.1	Part 3 Division 1 - Assessment, improvement or demolition orders	Housing Safety Authority has no record of any notice or declaration affecting this title
16.2	section 22 - Notice to vacate premises	Housing Safety Authority has no record of any notice or declaration affecting this title
16.3	section 25 - Rent control notice	Housing Safety Authority has no record of any notice or declaration affecting this title

17. *Land Acquisition Act 1969*

17.1	section 10 - Notice of intention to acquire	Refer to the Certificate of Title for any notice of intention to acquire also Contact the Local Government Authority for other details that might apply

18. *Landscape South Australia Act 2019*

18.1	section 72 - Notice to pay levy in respect of costs of regional landscape board	The regional landscape board has no record of any notice affecting this title
18.2	section 78 - Notice to pay levy in respect of right to take water or taking of water	DEW has no record of any notice affecting this title
18.3	section 99 - Notice to prepare an action plan for compliance with general statutory duty	The regional landscape board has no record of any notice affecting this title
18.4	section 107 - Notice to rectify effects of unauthorised activity	The regional landscape board has no record of any notice affecting this title also DEW has no record of any notice affecting this title
18.5	section 108 - Notice to maintain watercourse or lake in good condition	The regional landscape board has no record of any notice affecting this title
18.6	section 109 - Notice restricting the taking of water or directing action in relation to the taking of water	DEW has no record of any notice affecting this title
18.7	section 111 - Notice to remove or modify a dam, embankment, wall or other obstruction or object	The regional landscape board has no record of any notice affecting this title
18.8	section 112 - Permit (or condition of a permit) that remains in force	The regional landscape board has no record of any permit (that remains in force) affecting this title also DEW has no record of any permit (that remains in force) affecting this title
18.9	section 120 - Notice to take remedial or other action in relation to a well	DEW has no record of any notice affecting this title
18.10	section 135 - Water resource works approval	DEW has no record of a water resource works approval affecting this title
18.11	section 142 - Site use approval	DEW has no record of a site use approval affecting this title
18.12	section 166 - Forest water licence	DEW has no record of a forest water licence affecting this title
18.13	section 191 - Notice of instruction as to keeping or management of animal or plant	The regional landscape board has no record of any notice affecting this title
18.14	section 193 - Notice to comply with action order for the destruction or control of animals or plants	The regional landscape board has no record of any notice affecting this title
18.15	section 194 - Notice to pay costs of destruction or control of animals or plants on road reserve	The regional landscape board has no record of any notice affecting this title
18.16	section 196 - Notice requiring control or quarantine of animal or plant	The regional landscape board has no record of any notice affecting this title
18.17	section 207 - Protection order to secure compliance with specified provisions of the	The regional landscape board has no record of any notice affecting this title

	Act	
18.18	section 209 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act	The regional landscape board has no record of any notice affecting this title
18.19	section 211 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act	The regional landscape board has no record of any notice affecting this title
18.20	section 215 - Orders made by ERD Court	The regional landscape board has no record of any notice affecting this title
18.21	section 219 - Management agreements	The regional landscape board has no record of any notice affecting this title
18.22	section 235 - Additional orders on conviction	The regional landscape board has no record of any notice affecting this title

19. *Land Tax Act 1936*

19.1	Notice, order or demand for payment of land tax	A Land Tax Certificate will be forwarded. If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750. Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates www.revenuesaonline.sa.gov.au

20. *Local Government Act 1934* (repealed)

20.1	Notice, order, declaration, charge, claim or demand given or made under the Act	Contact the Local Government Authority for other details that might apply

21. *Local Government Act 1999*

21.1	Notice, order, declaration, charge, claim or demand given or made under the Act	Contact the Local Government Authority for other details that might apply

22. *Local Nuisance and Litter Control Act 2016*

22.1	section 30 - Nuisance or litter abatement notice	Contact the Local Government Authority for other details that might apply

23. *Metropolitan Adelaide Road Widening Plan Act 1972*

23.1	section 6 - Restriction on building work	Transport Assessment Section within DIT has no record of any restriction affecting this title

24. *Mining Act 1971*

24.1	Mineral tenement (other than an exploration licence)	Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title
24.2	section 9AA - Notice, agreement or order to waive exemption from authorised operations	Contact the vendor for these details
24.3	section 56T(1) - Consent to a change in authorised operations	Contact the vendor for these details
24.4	section 58(a) - Agreement authorising tenement holder to enter land	Contact the vendor for these details
24.5	section 58A - Notice of intention to commence authorised operations or apply for lease or licence	Contact the vendor for these details
24.6	section 61 - Agreement or order to pay compensation for authorised operations	Contact the vendor for these details
24.7	section 75(1) - Consent relating to extractive minerals	Contact the vendor for these details
24.8	section 82(1) - Deemed consent or agreement	Contact the vendor for these details

24.9	Proclamation with respect to a private mine	Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title

25. *Native Vegetation Act 1991*

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

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

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

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

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

28. *Phylloxera and Grape Industry Act 1995*

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

29. *Planning, Development and Infrastructure Act 2016*

29.1	Part 5 - Planning and Design Code *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated. also Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title also For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority also Contact the Local Government Authority for other details that might apply to a place of local heritage value also For details of declared significant trees affecting this title, contact the Local Government Authority also **Code Amendment** **O'Sullivan Beach - proposed amendment seeks to rezone two vacant allotments of approximately 6 hectares, from Strategic Employment Zone to General Neighbourhood Zone, to allow for low to medium density residential development. For more information please refer to the 'Code Amendments' page on the PlanSA portal: or contact the City of Onkaparinga Council.** **Code Amendment** **Flooding Hazards Mapping Update - seeks to update the extent of the Hazard (Flooding – Evidence Required) Overlay in the Planning and Design Code in 13 local government areas and several Outback Areas of the State, based on more recent flood hazard mapping. For more information, refer to the 'Code Amendments' page on the PlanSA portal: https://plan.sa.gov.au/have_your_say/ or phone PlanSA on 1800752664.** **Code Amendment** **Residential Driveway Crossovers –draft design standard aiming to improve public safety and enhance streetscapes across SA. Minor changes to the Planning and Design Code have also been drafted to complement the design standard and support its delivery and are open for consultation as part of this process. For more information, refer to the 'Code Amendments' page on the PlanSA portal: https://plan.sa.gov.au/have_your_say/ or phone PlanSA on 1800752664.**
29.2	section 127 - Condition (that continues to apply) of a development authorisation *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	State Planning Commission in the Department for Trade and Investment 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	State Planning Commission in the Department for Trade and Investment has no

	work	record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.6	section 142 - Notice to complete development	State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.7	section 155 - Emergency order	State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.8	section 157 - Fire safety notice	Building Fire Safety Committee in the Department for Trade and Investment has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.9	section 192 or 193 - Land management agreement	Refer to the Certificate of Title
29.10	section 198(1) - Requirement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.11	section 198(2) - Agreement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.12	Part 16 Division 1 - Proceedings	Contact the Local Government Authority for details relevant to this item also Contact the vendor for other details that might apply
29.13	section 213 - Enforcement notice	State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.14	section 214(6), 214(10) or 222 - Enforcement order	Contact the Local Government Authority for details relevant to this item also State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title

30. *Plant Health Act 2009*

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

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

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

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

32. *South Australian Public Health Act 2011*

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

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

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

34. *Water Industry Act 2012*

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

35. *Water Resources Act 1997* (repealed)

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

36. Other charges

36.1	Charge of any kind affecting the land (not included in another item)	Refer to the Certificate of Title also

Contact the vendor for these details

also

Contact the Local Government Authority for other details that might apply

Other Particulars

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

1.	Particulars of transactions in last 12 months	Contact the vendor for these details
2.	Particulars relating to community lot (including strata lot) or development lot	Enquire directly to the Secretary or Manager of the Community Corporation
3.	Particulars relating to strata unit	Enquire directly to the Secretary or Manager of the Strata Corporation
4.	Particulars of building indemnity insurance	Contact the vendor for these details also Contact the Local Government Authority
5.	Particulars relating to asbestos at workplaces	Contact the vendor for these details
6.	Particulars relating to aluminium composite panels	Please note that the audit is limited to classes of buildings, and that this note does not confirm the presence or absence of Aluminium Composite Panelling. Contact the vendor for relevant details.
7.	Particulars relating to court or tribunal process	Contact the vendor for these details
8.	Particulars relating to land irrigated or drained under Irrigation Acts	SA Water will arrange for a response to this item where applicable
9.	Particulars relating to environment protection	Contact the vendor for details of item 2 also EPA (SA) has no record of any particulars relating to items 3, 4 or 5 affecting this title also Contact the Local Government Authority for information relating to item 6
10.	Particulars relating to *Livestock Act, 1997*	Animal Health in PIRSA has no record of any notice or order affecting this title

Additional Information

The following additional information is provided for your information only.
These items are not prescribed encumbrances or other particulars prescribed under the Act.

1.	Pipeline Authority of S.A. Easement	Epic Energy has no record of a Pipeline Authority Easement relating to this title
2.	State Planning Commission refusal	No recorded State Planning Commission refusal
3.	SA Power Networks	SA Power Networks has no interest other than that recorded on the attached notice or registered on the Certificate of Title
4.	South East Australia Gas Pty Ltd	SEA Gas has no current record of a high pressure gas transmission pipeline traversing this property
5.	Central Irrigation Trust	Central Irrigation Trust has no current records of any infrastructure or Water Delivery Rights associated to this title.
6.	ElectraNet Transmission Services	ElectraNet has no current record of a high voltage transmission line traversing this property
7.	Outback Communities Authority	Outback Communities Authority has no record affecting this title
8.	Dog Fence *(Dog Fence Act 1946)*	The Dog Fence Board has no current interest in Dog Fence rates relating to this title.
9.	Pastoral Board *(Pastoral Land Management and Conservation Act 1989)*	The Pastoral Board has no current interest in this title
10.	Heritage Branch DEW *(Heritage Places Act 1993)*	Heritage Branch in DEW has no record of any World, Commonwealth or National Heritage interest affecting this title
11.	Health Protection Programs – Department for Health and Wellbeing	Health Protection Programs in the DHW has no record of a public health issue that currently applies to this title.

Notices

Notices are printed under arrangement with organisations having some potential interest in the subject land. You should contact the identified party for further details.

Electricity and Telecommunications Infrastructure - Building Restrictions and Statutory Easements (including those related to gas, water and sewage)

Building restrictions

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

In addition, if a building or structure is erected in proximity to a powerline of an electricity entity in contravention of the *Electricity Act*, the entity may seek a court order:
a) requiring the person to take specified action to remove or modify the building or structure within a specified period;
b) for compensation from the person for loss or damage suffered in consequence of the contravention; and/or
c) for costs reasonably incurred by the entity in relocating the powerline or carrying out other work.

Contact the Office of the Technical Regulator in DEM on 8226 5500 for further details.

Statutory easements

Statutory easements for purposes such as (and without limitation) electricity, telecommunications, gas, water and sewage, may also exist, but may not be registered or defined on the title for the land.

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

This notice does not necessarily imply that any statutory or other easement exists.

However, where in existence, statutory easements may provide these organisations and businesses (identified in the relevant legislation) with the right of entry, at any reasonable time, to operate, repair, examine, replace, modify or maintain their equipment, to bring any vehicles or equipment on the land for these purposes, and to install, operate and carry out work on any pipelines, electricity or telecommunications cables or equipment that may be incorporated in, or attached to, their equipment (For example, see Clause 2 of Schedule 1 of the *Electricity Corporations (Restructuring and Disposal) Act 1999*; section 48A of the *Electricity Act 1996*).

For further clarification on these matters, please contact the relevant organisations or businesses, such as SA Power Networks' Easements Branch on telephone 8404 5897 or 8404 5894.

If you intend to excavate, develop or subdivide land, it is suggested that you first lodge a 'Dial Before you Dig' enquiry. Dial Before You Dig is a free referral service that provides information on the location of underground infrastructure. Using the Dial Before you Dig service (https://1100.com.au) may mitigate the risk of injury or expense resulting from inadvertent interference with, damage to, or requirement to relocate infrastructure.

***Land Tax Act 1936* and *Regulations* thereunder**

Agents should note that the current owner will remain liable for any additional charge accruing due before the date of this certificate which may be assessed on the land and also that the purchaser is only protected in respect of the tax for the financial year for which this certificate is issued. If the change of ownership will not occur on or before the 30th June, another certificate should be sought in respect of the next financial year or requests for certificate should not be made until after 30th June.

Animal and Plant Control (Agriculture Protection and other purposes) Act 1986* and *Regulations

Agents should note that this legislation imposes a responsibility on a landholder to control and keep controlled proclaimed plants and particular classes of animals on a property.

Information should be obtained from:

- The vendor about the known presence of proclaimed plants or animals on the property including details which the vendor can obtain from records held by the local animal and plant control board
- The local animal and plant control board or the Animal and Plant Control Commission on the policies and priorities relating to the control of any serious proclaimed plants or animals in the area where the property is located.

Landscape South Australia 2019

Water Resources Management - Taking of underground water

Under the provisions of the *Landscape South Australia Act 2019*, if you intend to utilise underground water on the land subject to this enquiry the following apply:

- A well construction permit accompanied by the prescribed fee is required if a well/bore exceeding 2.5 meters is to be constructed. As the prescribed fee is subject to annual review, you should visit the webpage below to confirm the current fee
- A licensed well driller is required to undertake all work on any well/bore
- Work on all wells/bores is to be undertaken in accordance with the *General specification for well drilling operations affecting water in South Australia*.

Further information may be obtained by visiting https://www.environment.sa.gov.au/licences-and-permits/water-licence-and-permit-forms. Alternatively, you may contact the Department for Environment and Water on (08) 8735 1134 or email DEWwaterlicensing@sa.gov.au.

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 5110 Folio 267

Parent Title(s) CT 4254/590

Creating Dealing(s) CONVERTED TITLE

Title Issued 03/03/1993 **Edition** 12 **Edition Issued** 05/07/2010

Estate Type

FEE SIMPLE

Registered Proprietor

SCOTT PATRICK MILLER
OF 32 LARKDALE CRESCENT O'HALLORAN HILL SA 5158

Description of Land

ALLOTMENT 111 DEPOSITED PLAN 6563
IN THE AREA NAMED MORPHETT VALE
HUNDRED OF NOARLUNGA

Easements

NIL

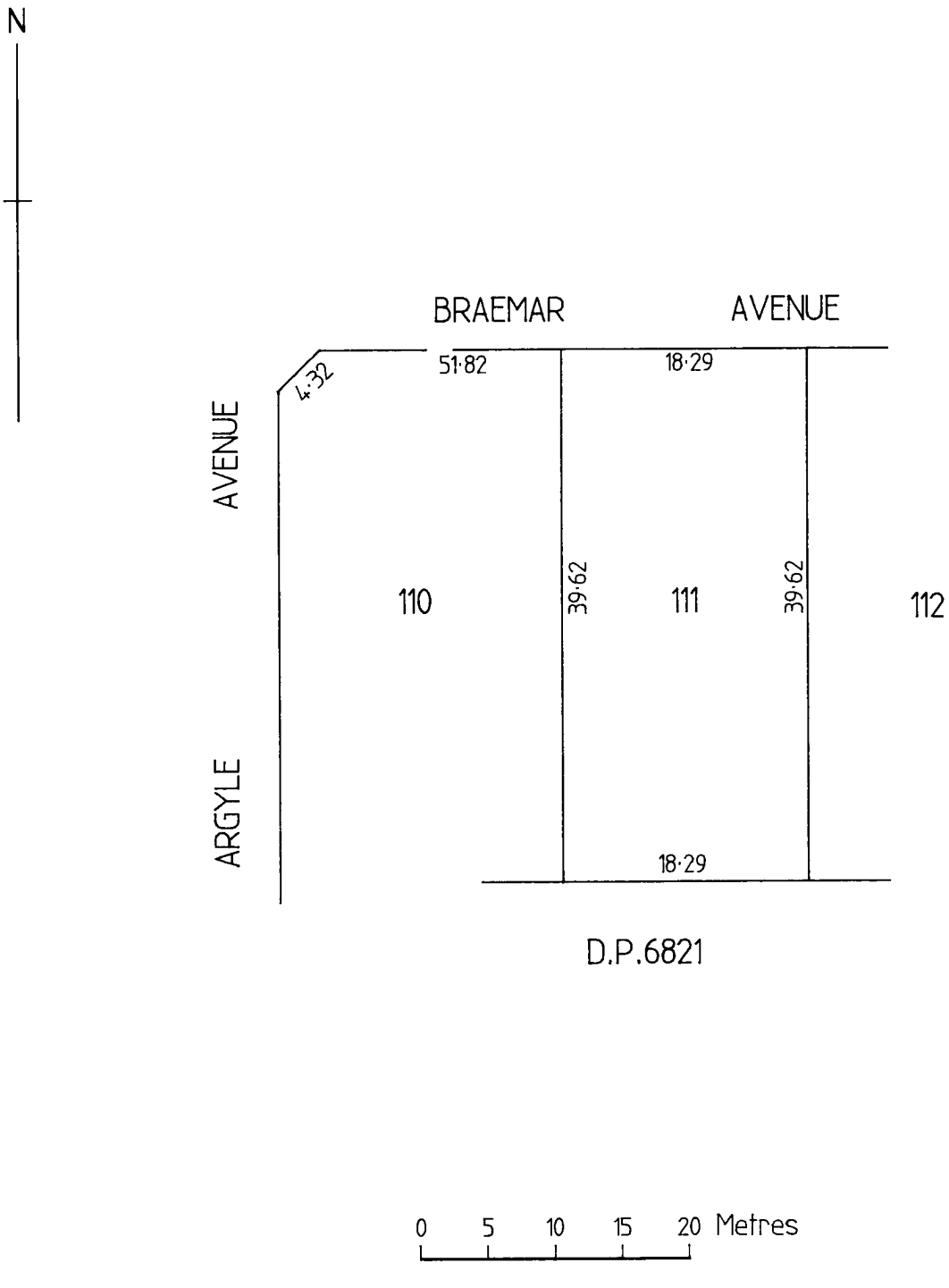
Schedule of Dealings

Dealing Number	Description
11410166	MORTGAGE TO AUSTRALIA & NEW ZEALAND BANKING GROUP LTD.

Notations

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

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Certificate of Title

Title Reference	CT 5110/267
Status	CURRENT
Easement	NO
Owner Number	15346602
Address for Notices	32 LARKDALE CRES O'HALLORAN HILL 5158
Area	730m² (APPROXIMATE)

Estate Type

Fee Simple

Registered Proprietor

SCOTT PATRICK MILLER
OF 32 LARKDALE CRESCENT O'HALLORAN HILL SA 5158

Description of Land

ALLOTMENT 111 DEPOSITED PLAN 6563
IN THE AREA NAMED MORPHETT VALE
HUNDRED OF NOARLUNGA

Last Sale Details

Dealing Reference	TRANSFER (T) 11410165
Dealing Date	16/06/2010
Sale Price	$290,000
Sale Type	TRANSFER FOR FULL MONETARY CONSIDERATION

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
MORTGAGE	11410166	AUSTRALIA & NEW ZEALAND BANKING GROUP LTD.

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
8612154007	CURRENT	8 BRAEMAR AVENUE, MORPHETT VALE, SA 5162

Notations

Dealings Affecting Title

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NIL

Notations on Plan

NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	8612154007
Type	Site & Capital Value
Date of Valuation	01/01/2023
Status	CURRENT
Operative From	01/07/1966
Property Location	8 BRAEMAR AVENUE, MORPHETT VALE, SA 5162
Local Government	ONKAPARINGA
Owner Names	SCOTT PATRICK MILLER
Owner Number	15346602
Address for Notices	32 LARKDALE CRES O'HALLORAN HILL 5158
Zone / Subzone	GN - General Neighbourhood\\
Water Available	Yes
Sewer Available	Yes
Land Use	1100 - House
Description	6HCP V
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
D6563 ALLOTMENT 111	CT 5110/267

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	$200,000	$500,000			
Previous	$180,000	$430,000			

Building Details

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Valuation Number	8612154007
Building Style	Colonial
Year Built	1981
Building Condition	Very Good
Wall Construction	Brick
Roof Construction	Tiled (Terra Cotta or Cement)
Equivalent Main Area	154 sqm
Number of Main Rooms	6

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

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Certificate of Title

Title Reference: CT 5110/267

Status: CURRENT

Parent Title(s): CT 4254/590

Dealing(s) Creating Title: CONVERTED TITLE

Title Issued: 03/03/1993

Edition: 12

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
16/06/2010	05/07/2010	11410166	MORTGAGE	REGISTERED	AUSTRALIA & NEW ZEALAND BANKING GROUP LTD.
16/06/2010	05/07/2010	11410165	TRANSFER	REGISTERED	SCOTT PATRICK MILLER
16/06/2010	05/07/2010	11410164	DISCHARGE OF MORTGAGE	REGISTERED	11051997
16/10/2008	27/10/2008	11051997	MORTGAGE	REGISTERED	AUSTRALIA & NEW ZEALAND BANKING GROUP LTD.
16/10/2008	27/10/2008	11051995	DISCHARGE OF MORTGAGE	REGISTERED	10429541
30/03/2006	18/04/2006	10429541	MORTGAGE	REGISTERED	AUSTRALIAN CENTRAL CREDIT UNION LTD.
30/03/2006	18/04/2006	10429540	CHANGE OF NAME	REGISTERED	PAMELA JULIE BAMENT
30/03/2006	18/04/2006	10429536	DISCHARGE OF MORTGAGE	REGISTERED	10080017
30/09/2004	14/10/2004	10080017	MORTGAGE	REGISTERED	NATIONAL AUSTRALIA BANK LTD.
30/09/2004	14/10/2004	10080016	TRANSFER	REGISTERED	SCOTT MICHAEL BAMENT, PAMELA JULIE DAMINATO
30/09/2004	14/10/2004	10080015	DISCHARGE OF MORTGAGE	REGISTERED	9064997
21/03/2001	23/03/2001	9064997	MORTGAGE	REGISTERED	NATIONAL AUSTRALIA BANK LTD.
21/03/2001	23/03/2001	9064996	DISCHARGE OF MORTGAGE	REGISTERED	8746212
06/09/1999	15/09/1999	8746212	MORTGAGE	REGISTERED	CITIBANK LTD.
06/09/1999	15/09/1999	8746211	DISCHARGE	REGISTERE	8435089

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Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
			OF MORTGAGE	D	
02/02/1998	12/02/1998	8435089	MORTGAGE	REGISTERED	ST.GEORGE BANK LTD. (ACN: 055 513 070)
02/02/1998	12/02/1998	8435088	TRANSFER	REGISTERED	MICHAEL DOUGLAS BAMENT, YVONNE AGNES BAMENT
02/02/1998	12/02/1998	8435087	DISCHARGE OF MORTGAGE	REGISTERED	8140085
04/07/1996	23/07/1996	8140085	MORTGAGE	REGISTERED	COMMONWEALTH BANK OF AUSTRALIA
04/07/1996	23/07/1996	8140084	TRANSFER	REGISTERED	SCOTT MICHAEL BAMENT, ROBYN DAWN UNDERWOOD
04/07/1996	23/07/1996	8140083	DISCHARGE OF MORTGAGE	REGISTERED	7801951
30/09/1994	22/11/1994	7801951	MORTGAGE	REGISTERED	AUSTRALIA & NEW ZEALAND BANKING GROUP LTD.
30/09/1994	22/11/1994	7801950	DISCHARGE OF MORTGAGE	REGISTERED	7522854
23/06/1993	10/08/1993	7522854	MORTGAGE	REGISTERED	WESTPAC BANKING CORPORATION
17/06/1993	03/08/1993	7519933	TRANSFER	REGISTERED	LINDSAY HARNEY
17/06/1993	03/08/1993	7519932	DISCHARGE OF MORTGAGE	REGISTERED	6287909
12/12/1986	06/01/1987	6287909	MORTGAGE	REGISTERED	

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Product	Check Search
Date/Time	16/10/2023 11:20AM
Customer Reference	8 Braemar Ave
Order ID	20231016003350

Certificate of Title

Title Reference: CT 5110/267

Status: CURRENT

Edition: 12

Dealings

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

Priority Notices

NIL

Registrar-General's Notes

No Registrar-General's Notes exist for this title

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

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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: BARRIE MAGAIN & CO PTY LTD

   Company Representative: Magain Property Management

   ABN (if applicable): 70-007-787-484 RLA No: RLA222182

   Street 1: 765 MARION ROAD

   Street 2: Ascot Park, SA

   Suburb: ASCOT PARK State: SA Postcode: 5043

   Telephone: W: 08 8277 1777 M: 0408 704 630

   Email: magain@email.propertyme.com

   Address for service of documents if different to above:

2. **LANDLORD 1:** Full Name: SCOTT MILLER

   Address for service of documents for Landlord 1 (cannot be Agent's address for service):

   Street 1: 32 LARKDALE CRESCENT O'HALLORAN

   Street 2: HILL, SA

   Suburb: HILL State: SA Postcode: 5158

   ABN (if applicable):

   LANDLORD 2: Full Name:

   Address for service of documents for Landlord 2 if different from above (cannot be Agent's address for service):

   Street 1:

   Street 2:

   Suburb: State: Postcode:

   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:

3. **PERSON(S) WITH SUPERIOR TITLE TO LANDLORD** (if applicable)

   Street 1:

   Street 2:

   Suburb: State: Postcode:

   ABN (if applicable):

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Residential Tenancy Agreement: Schedule

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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: BARRIE MAGAIN & CO PTY LTD

Company Representative: Magain Property Management

ABN (if applicable): 70-007-787-484 RLA No: RLA222182

Street 1: 765 MARION ROAD

Street 2: Ascot Park, SA

Suburb: ASCOT PARK State: SA Postcode: 5043

Telephone: W: 08 8277 1777 M: 0408 704 630

Email: magain@email.propertyme.com

✓ 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: SCOTT MILLER

Address for service of documents for Landlord 1 (cannot be Agent's address for service):

Street 1: 32 LARKDALE CRESCENT O'HALLORAN

Street 2: HILL, SA

Suburb: HILL State: SA Postcode: 5158

ABN (if applicable):

LANDLORD 2: Full Name:

Address for service of documents for Landlord 2 if different from above (cannot be Agent's address for service):

Street 1:

Street 2:

Suburb: State: Postcode:

ABN (if applicable):

3. **TENANT(S)**

Tenant 1 Full Name: JO-ANNE MADDISON Telephone Number: 0435 5837 818

Email address for service of documents: maddison_joanne@yahoo.com

Tenant 2 Full Name: RICHARD GROUT Telephone Number: 0497 082 946

Email address for service of documents: chev3507@yahoo.com

Tenant 3 Full Name: Telephone Number:

Email address for service of documents:

Tenant 4 Full Name: Telephone Number:

Email address for service of documents:

4. **PREMISES**

Street 1: 8 BRAEMAR AVENUE

Street 2:

Suburb: MORPHETT VALE State: SA Postcode: 5162

5. **TERM**

✓ Fixed: Commencement Date: 15 / 06 / 2021 End Date: 14 / 06 / 2022

☐ Periodic: Commencement Date: / / and continues until terminated in accordance with this Agreement

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Residential Tenancy Agreement: Schedule

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6. RENT

Amount: Words: SIX HUNDRED AND EIGHTY DOLLARS $ 680.00

Per (period):

Payable in advance: Weekly ✓ Fortnightly Calendar monthly

Payments: First Payment of $ 680.00 on 15 / 06 / 2021 with the

next payment of $ 680.00 on 29 / 06 / 2021

and thereafter: $ 680.00 on the TUESDAY of each FORTNIGHT

Payment Method: ✓ Internet Transfer PAY Other NO CASH PAYMENTS ACCEPTED

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 FORTY DOLLARS $ 2,040.00

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)*

TENANT TO PAY ALL WATER USAGE AND SUPPLY

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
ELECTRICITY, GAS, TELEPHONE	

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:

ALARM SYSTEM EXCLUDED
ADDITIONAL TENANTS INCLUDED:
EMELIA RADFORD
TYRONE RADFORD
BRAXTON RADFORD

11. PETS APPROVED

☐ No

✓ Yes - Refer to Pet Agreement

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Residential Tenancy Agreement: Schedule

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12. REPAIR INSTRUCTIONS

✓ Always contact Agent

Nominated contact

Contact 1:

Name: AFTER HOURS EMERGENCY Telephone: 0423 545 583

Contact 2:

Name: Telephone:

13. ADDITIONAL CONDITIONS

N/A ✓ As detailed below See annexure

Water is charged as detailed in clause 3.1.3 of page 1 of this agreement

No smoking indoors at any time during the tenancy. This includes occupants and visitors of the property.

No pets allowed other than what is detailed in Clause 3.2.11 of this agreement.

No other occupants are authorised to reside other than what is detailed in item 10 on page 3 of this agreement

The tenant gives Magain Property Management permission to photograph the property and any area requiring maintenance as part of the periodic inspections.

Magain Property Management warrants not to take photos of any personal effects.

Please see further special conditions annexure of this Lease Agreement in next pages.

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Residential Tenancy Agreement: Terms and Conditions

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

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

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

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

2.10 "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;

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.

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Residential Tenancy Agreement: Terms and Conditions

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 allow any person other than the intended occupants notified to the Landlord prior to the commencement of this Agreement to remain on the Property for more than fourteen (14) days;

3.2.16 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;

3.2.17 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;

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.

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Residential Tenancy Agreement: Terms and Conditions

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. *PRIVACY ACT 1988*

6.1 The parties agree and acknowledge that the Agent uses personal information collected from the Landlord and Tenant to act as the Landlord's agent and to perform their obligations under this Agreement. The Agent may also use such information collected to promote the services of the Agent and/or seek potential clients.

6.2 The Agent may disclose information to other parties including media organisations, on the internet, to potential tenants, or to clients of the Agent both existing and potential, as well as to tradespeople, owners, corporations, government and statutory bodies, other agents, and to third party operators of tenancy reference databases. By entering into this Agreement the Tenant acknowledges that if they fail to comply with their obligations under this Agreement that fact and any other relevant information collected about the Tenant during the course of the tenancy may also be disclosed to other agents and third party operators of tenancy reference databases.

6.3 The Agent will only disclose information in this way to other parties as required to perform their duties under this Agreement, to achieve the purposes specified above or as otherwise allowed under the *Privacy Act 1988*.

6.4 If the Tenant would like to access this information, they can do so by contacting the Agent at the address and contact numbers contained in this Agreement. The Tenant can also correct this information if it is inaccurate, incomplete or out-of-date.

7. 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*.

8. ADDITIONAL CONDITIONS

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

9. GENERAL

9.1 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.

9.2 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

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EXECUTED AS AN AGREEMENT

The Tenant(s) acknowledge receipt of:

- ✓ Section 48 Notice
- ✓ A copy of this Agreement
- ☐ Information Brochure *(Residential Tenancies Act 1995)*
- ☐ Property Condition Report (2 copies)
- ☐ Manufacturers' Manuals – refer Annexure
- — Additional fees and charges - refer Annexure
- — Additional Conditions Annexure
- ☐ Number of Keys
- ☐ Number of Remote control devices
- — Strata Articles
- — Community Title By-laws
- — Statutory Notice for Short Term Tenancy
- — Other
- — Other

Signed by Tenant 1 J Maddison Date: 21/5/21

Tenant Name JO-ANNE MADDISON

Signed by Tenant 2 Date: 21-5-21

Tenant Name RICHARD GROUT

Signed by Tenant 3 Date:

Tenant Name

Signed by Tenant 4 Date:

Tenant Name

Signed by or on behalf of Landlord Date: 21/5/21.

☑ 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

JM · RG

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REISA REAL ESTATE INSTITUTE OF SOUTH AUSTRALIA

NOTICE TO TENANT OF LEASE EXTENSION

(DO NOT USE THIS FORM FOR PERIODIC OR SHORT FIXED TERM TENANCIES)

To

Tenant 1: JO-ANNE MADDISON Tenant 2: RICHARD GROUT

Tenant 3: Tenant 4:

Tenant 5: Tenant 6:

Tenant 7: Tenant 8:

(insert name of tenant(s))

Address of rented premises:

Street 1: 8 BRAEMAR AVENUE

Street 2:

Suburb: MORPHETT VALE State: SA Postcode: 5162

I give you notice that your current lease expires on 14 / 06 / 2022
(insert date)

Your current rent is $ 680.00 per fortnight
(insert amount) *(insert rental period eg fortnight, calendar month)*

I wish to offer you an extension of your lease for a further 12 months ~~weeks~~
(Strike out whichever is not appropriate)

The lease extension will expire on 14 / 06 / 2023 The rent will / ~~will not~~ be increased / ~~will be decreased~~.
(insert date) *(Strike out whichever is not applicable)*

The new rent will be $ 720.00 per fortnight with the first payment due on 17 / 06 / 2022
(insert amount) *(insert rental period eg fortnight, calendar month)* *(insert date)*

The Terms of your lease are varied as follows and if not varied then remain the same:

☑ N/A ☐ As detailed below ☐ See annexure

Please sign and return this Notice to your Agent by 12 / 04 / 2022 if you wish to accept.
(insert a date that is more than 28 days before the lease ends)

The Tenants expressly consent to the collection and use of the Personal Information and content in accordance with the REISA privacy policy at www.reisa.com.au.

PLEASE NOTE:

- If this form is not returned by the above date, the landlord may give you at least 28 days written notice (Form 2A) to end the fixed term agreement.
- If you wish to vacate at the end of the fixed term you must give your landlord at least 28 days written notice (Form 4B) to end the fixed term agreement.
- If the lease is not extended and at least 28 days written notice is not given by either party the agreement continues as a residential tenancy agreement for a periodic tenancy.

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REISA REAL ESTATE INSTITUTE OF SOUTH AUSTRALIA

NOTICE TO TENANT OF LEASE EXTENSION

(DO NOT USE THIS FORM FOR PERIODIC OR SHORT FIXED TERM TENANCIES)

Signed by Tenant 1 — DocuSigned by: J Maddison 25EB6F75DBD14FB... Date: 05-Apr-22

Tenant Name: JO-ANNE MADDISON

Signed by Tenant 2 — DocuSigned by: 0E79D56F0EC0425... Date: 05-Apr-22

Tenant Name: RICHARD GROUT

Signed by Tenant 3 — Date:

Tenant Name:

Signed by Tenant 4 — Date:

Tenant Name:

Signed by Tenant 5 — Date:

Tenant Name:

Signed by Tenant 6 — Date:

Tenant Name:

Signed by Tenant 7 — Date:

Tenant Name:

Signed by Tenant 8 — Date:

Tenant Name:

Signed by or on behalf of the Landlord — DocuSigned by: Morgan Yeates F841F08EDCCD426... Date: 05-Apr-22

☑ Agent as authorised ☐ Landlord

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NOTICE TO TENANT OF LEASE EXTENSION

(DO NOT USE THIS FORM FOR PERIODIC OR SHORT FIXED TERM TENANCIES)

To

Tenant 1: JO-ANNE MADDISON Tenant 2: RICHARD GROUT

Tenant 3: Tenant 4:

Tenant 5: Tenant 6:

Tenant 7: Tenant 8:

(insert name of tenant(s))

Address of rented premises:

Street 1: 8 BRAEMAR AVENUE

Street 2:

Suburb: MORPHETT VALE State: SA Postcode: 5162

I give you notice that your current lease expires on 14 / 6 / 2023
(insert date)

Your current rent is $ 720.00 per fortnight
(insert amount) *(insert rental period eg fortnight, calendar month)*

I wish to offer you an extension of your lease for a further 12 months ~~weeks~~
(Strike out whichever is not appropriate)

The lease extension will expire on 14 / 06 / 2024 The rent will / ~~will not~~ be increased / ~~will be decreased~~.
(insert date) *(Strike out whichever is not applicable)*

The new rent will be $ 800.00 per FORTNIGHT with the first payment due on 16 / 06 / 2023
(insert amount) *(insert rental period eg fortnight, calendar month)* *(insert date)*

The Terms of your lease are varied as follows and if not varied then remain the same:

☑ N/A ☐ As detailed below ☐ See annexure

Please sign and return this Notice to your Agent by 20 / 04 / 2023 if you wish to accept.
(insert a date that is more than 28 days before the lease ends)

The Tenants expressly consent to the collection and use of the Personal Information and content in accordance with the REISA privacy policy at www.reisa.com.au.

PLEASE NOTE:

- If this form is not returned by the above date, the landlord may give you at least 28 days written notice (Form 2A) to end the fixed term agreement.
- If you wish to vacate at the end of the fixed term you must give your landlord at least 28 days written notice (Form 4B) to end the fixed term agreement.
- If the lease is not extended and at least 28 days written notice is not given by either party the agreement continues as a residential tenancy agreement for a periodic tenancy.

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NOTICE TO TENANT OF LEASE EXTENSION

(DO NOT USE THIS FORM FOR PERIODIC OR SHORT FIXED TERM TENANCIES)

Signed by Tenant 1 — DocuSigned by: J Maddison 25EB6F75DBD14FB... Date: 30-Mar-23

Tenant Name: JO-ANNE MADDISON

Signed by Tenant 2 — DocuSigned by: 0E79D56F0EC0425... Date: 30-Mar-23

Tenant Name: RICHARD GROUT

Signed by Tenant 3 — Date:

Tenant Name:

Signed by Tenant 4 — Date:

Tenant Name:

Signed by Tenant 5 — Date:

Tenant Name:

Signed by Tenant 6 — Date:

Tenant Name:

Signed by Tenant 7 — Date:

Tenant Name:

Signed by Tenant 8 — Date:

Tenant Name:

Signed by or on behalf of the Landlord — DocuSigned by: Amanda Sparrow E9A3FE7937FB4CB... Date: 31-Mar-23

☑ Agent as authorised ☐ Landlord

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