



Member of SAA

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FORM 1 - Vendor's Statement

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

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Preliminary

To the purchaser:

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

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

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

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

PART A – PARTIES AND LAND

1 Purchaser:

 Address: _____

2 Purchaser's registered agent:

Address: _____

3 Vendor:

PAUL COOM _____

Address: _____
 UNIT 1/29 HEATHERSAY AVENUE, ALDINGA BEACH, SA 5173

4 Vendor's registered agent:

POSSUM VIEW ENTERPRISES PTY. LTD. ACN 159 459 560 T/A THE _____
 PROPERTY PEOPLE (RLA 321333) _____

Address: _____
 5 ALDINGA ROAD, WILLUNGA SA 5172

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

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

THE WHOLE OF THE LAND IN CERTIFICATE OF TITLE VOLUME 5523 FOLIO 631 BEING UNIT 1 IN STRATA _____
 PLAN 14215 IN THE AREA NAMED ALDINGA BEACH HUNDRED OF WILLUNGA AND MORE COMMONLY _____
 KNOWN AS 1/29 HEATHERSAY AVENUE, ALDINGA BEACH, SA 5173 _____

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

To the purchaser:

Right to cool-off (section 5)

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

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

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

2 – Time for service

The cooling-off notice must be served–

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

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

3 – Form of cooling-off notice

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

4 – Methods of service

The cooling-off notice must be–

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

UNIT 1/29 HEATHERSAY AVENUE, ALDINGA BEACH, SA 5173

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

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

AMY@THEPROPERTYPEOPLE.AU

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

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

5 ALDINGA ROAD, WILLUNGA SA 5172

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

Note–

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

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

5 – Effect of service

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

- (a) the amount of any deposit paid if the deposit did not exceed \$100; or
- (b) an amount paid for an option to purchase the land.

Proceeding with the purchase

If you wish to proceed with the purchase—

- (a) it is strongly recommended that you take steps to make sure your interest in the property is adequately insured against loss or damage; and
- (b) pay particular attention to the provisions in the contract as to time of settlement - it is essential that the necessary arrangements are made to complete the purchase by the agreed date - if you do not do so, you may be in breach of the contract; and
- (c) you are entitled to retain the solicitor or registered conveyancer of your choice.

**PART C – STATEMENT WITH RESPECT TO REQUIRED PARTICULARS
(section 7(1))**

To the purchaser:

*I / ~~We~~,

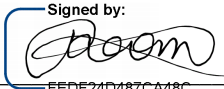
PAUL COOM

of

UNIT 1/29 HEATHERSAY AVENUE, ALDINGA BEACH, SA 5173

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

Date: 8/4/2025 | 6:40 PM ACST

Signed:  Signed by:
 FEDF24D487CA48C...

Date: _____

Signed: _____

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



To the purchaser:

I,

TUCKFIELD CONVEYANCING P/L FOR AND ON BEHALF OF TUCKFIELD AGENT SOLUTIONS P/L

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

Exceptions:

NIL

Date: 08/04/2025

Signed: 

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

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

SCHEDULE – DIVISION 1

PARTICULARS OF MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES AFFECTING THE LAND

(section 7(1)(b))

Note –

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

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

- (a) there is an attachment to this statement and –
 - (i) all the required particulars are contained in that attachment; and
 - (ii) the attachment is identified in column 2; and
 - (iii) if the attachment consists of more than 2 sheets of paper, those parts of the attachment that contain the required particulars are identified in column 2; or
- (b) the mortgage, charge or prescribed encumbrance –
 - (i) is 1 of the following items in the table:
 - (A) under the heading 1. General –
 - 1.1 Mortgage of land
 - 1.4 Lease, agreement for lease, tenancy agreement or licence
 - 1.5 Caveat
 - 1.6 Lien or notice of a lien
 - (B) under the heading 36. Other charges –
 - 36.1 Charge of any kind affecting the land (not included in another item); and
 - (ii) is registered on the certificate of title to the land; and
 - (iii) is to be discharged or satisfied prior to or at settlement.

TABLE OF PARTICULARS

Column 1	Column 2	Column 3
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[If an item is applicable, ensure that the box for the item is ticked and complete the item.]

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

- (a) the heading "1. General" and items 1.1, 1.2, 1.3 and 1.4; and
- (b) the heading "5. Development Act 1993 (repealed)" and item 5.1; and
- (c) the heading "6. Repealed Act conditions" and item 6.1; and
- (d) the heading "29. Planning, Development and Infrastructure Act 2016" and items 29.1 and 29.2,

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

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

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

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

Column 1	Column 2	Column 3
1. General		
<p>1.1 Mortgage of land</p> <p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p>Are there attachments?</p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> CERTIFICATE OF TITLE VOLUME 5523 FOLIO 631</p> <p>Number of mortgage (if registered): 13628293</p> <p>Name of mortgagee: COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)</p>	<p><input checked="" type="checkbox"/></p> <p>YES</p> <p>YES</p>
<p>1.2 Easement</p> <p>(whether over the land or annexed to the land)</p> <p>Note - "Easement" includes rights of way and party wall rights.</p> <p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p>Are there attachments?</p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> PROPERTY INTEREST REPORT P. 13/18</p> <p>Description of land subject to easement: WHOLE OF THE LAND IN CERTIFICATE OF TITLE VOLUME 5523 FOLIO 631</p> <p>Nature of easement: ELECTRICITY AND TELECOMMUNICATIONS INFRASTRUCTURE - BUILDING RESTRICTIONS AND STATUTORY EASEMENTS - REFER TO ATTACHMENT</p> <p>Are you aware of any encroachment on the easement? NO</p> <p>(If YES, give details):</p> <p>If there is an encroachment, has approval for the encroachment been given?</p> <p>(If YES, give details):</p>	<p><input checked="" type="checkbox"/></p> <p>NO</p> <p>YES</p>
<p>1.3 Restrictive covenant</p> <p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p>Are there attachments?</p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> CERTIFICATE OF TITLE VOLUME 5523 FOLIO 631 AND ENCUMBRANCE 8100999</p> <p>Nature of restrictive covenant: BUILDING AND DEVELOPMENT GUIDELINES</p> <p>Name of person in whose favour restrictive covenant operates: GOODLAND PARK PTY. LTD.</p> <p>Does the restrictive covenant affect the whole of the land being acquired? YES</p> <p>(If NO, give details):</p> <p>Does the restrictive covenant affect land other than that being acquired? NO</p>	<p><input checked="" type="checkbox"/></p> <p>NO</p> <p>YES</p>

Column 1	Column 2	Column 3
1.4 Lease, agreement for lease, tenancy agreement or licence	Is this item applicable? Will this be discharged or satisfied prior to or at settlement?	<input type="checkbox"/> YES/NO
(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.)	Are there attachments? If YES , identify the attachment(s) (and, if applicable, the part(s) containing the particulars): Names of parties: Period of lease, agreement for lease etc: From: To: Amount of rent or licence fee: per (period)	YES/NO
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]	Is the lease, agreement for lease etc in writing? If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify- (a) the Act under which the lease or licence was granted: (b) the outstanding amounts due (including any interest or penalty):	
5. Development Act 1993 (repealed)		
5.1 section 42 - Condition (that continues to apply) of a development authorisation	Is this item applicable? Will this be discharged or satisfied prior to or at settlement?	<input checked="" type="checkbox"/> NO
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]	Are there attachments? If YES , identify the attachment(s) (and, if applicable, the part(s) containing the particulars): LOCAL GOVERNMENT AUTHORITY PRESCRIBED INFORMATION PP. 6/11 Condition(s) of authorisation: APPLICATION NO. 130/202/1997 REFER TO ATTACHMENT	YES
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)	Is this item applicable? Will this be discharged or satisfied prior to or at settlement?	<input type="checkbox"/> YES/NO
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]	Are there attachments? If YES , identify the attachment(s) (and, if applicable, the part(s) containing the particulars): Nature of condition(s):	YES/NO
7. Emergency Services Funding Act 1998		
7.1 section 16 - Notice to pay levy	Is this item applicable?	<input checked="" type="checkbox"/>
	Will this be discharged or satisfied prior to or at settlement? Are there attachments? If YES , identify the attachment(s) (and, if applicable, the part(s) containing the particulars): CERTIFICATE OF EMERGENCY SERVICES LEVY Date of notice: REFER TO ATTACHMENT Amount of levy payable: REFER TO ATTACHMENT	YES YES

Column 1	Column 2	Column 3
29. Planning, Development and Infrastructure Act 2016		
<p>29.1 Part 5 - Planning and Design Code</p> <p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p>Is this item applicable?</p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments?</p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>LOCAL GOVERNMENT AUTHORITY PRESCRIBED INFORMATION PP. 7-8/11 AND PROPERTY INTEREST REPORT P. 8-9/18</p> <p>Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):</p> <p>ZONES: HOUSING DIVERSITY NEIGHBOURHOOD (HDN)</p> <p>OVERLAYS: REFER TO ATTACHMENT</p> <p>Is there a State heritage place on the land or is the land situated in a State heritage area?</p> <p>NO</p> <p>Is the land designated as a local heritage place?</p> <p>NO</p> <p>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?</p> <p>REFER TO ATTACHMENT</p> <p>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?</p> <p>YES</p> <p>Note-</p> <p>For further information about the Planning and Design Code visit www.code.plan.sa.gov.au</p>	<p><input checked="" type="checkbox"/></p> <p>NO</p> <p>YES</p>
<p>29.2 section 127 - Condition (that continues to apply) of a development authorisation</p> <p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p>Is this item applicable?</p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments?</p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Date of authorisation:</p> <p>Name of relevant authority that granted authorisation:</p> <p>Condition(s) of authorisation:</p>	<p><input type="checkbox"/></p> <p>YES/NO</p> <p>YES/NO</p>

SCHEDULE – DIVISION 2

OTHER PARTICULARS

(section 7(1)(b))

Particulars relating to strata unit



- 1 Name of strata corporation:
STRATA CORPORATION 14215 CORPORATED
Address of strata corporation:
29 HEATHERSAY AVENUE, ALDINGA BEACH, SA 5173
- 2 Application must be made in writing to the strata corporation for the particulars and documents referred to in 3 and 4. Application must also be made in writing to the strata corporation for the articles referred to in 6 unless the articles are obtained from the Lands Titles Registration Office.
- 3 Particulars supplied by the strata corporation or known to the vendor:
 - (a) particulars of contributions payable in relation to the unit (including details of arrears of contributions related to the unit):
PRIVATELY MANAGED STRATA CORPORATION
 - (b) particulars of the assets and liabilities of the strata corporation:
PRIVATELY MANAGED STRATA CORPORATION
 - (c) particulars of expenditure that the strata corporation has incurred, or has resolved to incur, and to which the unit holder of the unit must contribute, or is likely to be required to contribute:
PRIVATELY MANAGED STRATA CORPORATION
 - (d) particulars of the unit entitlement of the unit:
5000/10000

[If any of the above particulars have not been supplied by the strata corporation by the date of this statement and are not known to the vendor, state "not known" for those particulars.]

- 4 Documents supplied by the strata corporation that are enclosed:
 - (a) a copy of the minutes of the general meetings of the strata corporation and management committee
*for the 2 years preceding this statement/~~since the deposit of the strata plan;~~
(*Strike out or omit whichever is the greater period)
NO
 - (b) a copy of the statement of accounts of the strata corporation last prepared;
NO
 - (c) a copy of current policies of insurance taken out by the strata corporation.
YES

[For each document indicate (YES or NO) whether or not the document has been supplied by the strata corporation by the date of this statement.]

- 5 If "not known" has been specified for any particulars in 3 or a document referred to in 4 has not been supplied, set out the date of the application made to the strata corporation and give details of any other steps taken to obtain the particulars or documents concerned:

~~6 A copy of the articles of the strata corporation is enclosed.~~

~~7 The following additional particulars are known to the vendor or have been supplied by the strata corporation:~~

- 8 Further inquiries may be made to the secretary of the strata corporation or the appointed strata manager.

Name:
PAUL COOM

Address:
UNIT 1/29 HEATHERSAY AVENUE, ALDINGA BEACH, SA 5173

Note—

- (1) A strata corporation must (on application by or on behalf of a current owner, prospective purchaser or other relevant person) provide the particulars and documents referred to in 3(a)-(c), 4 and 6 and must also make available for inspection its accountancy records and minute books, any contract with a body corporate manager, the register of unit holders and unit holder entitlements that it maintains, and any documents in its possession relating to the design and construction of the buildings or improvements on the site or relating to the strata scheme.
- (2) Copies of the articles of the strata corporation may also be obtained from the Lands Titles Registration Office.
- (3) All owners of a strata unit are bound by the articles of the strata corporation. The articles regulate the rights and liabilities of owners of units in relation to their units and the common property and matters of common concern.
- (4) For a brief description of some of the matters that need to be considered before purchasing a strata unit, see Division 3 of this Schedule.

SCHEDULE - DIVISION 3**COMMUNITY LOTS AND STRATA UNITS****Matters to be considered in purchasing a community lot or strata unit**

The property you are buying is on strata or community title. There are **special obligations and restrictions** that go with this kind of title. Make sure you understand these. If unsure, seek legal advice before signing a contract. For example:

Governance

You will automatically become a member of the **body corporate**, which includes all owners and has the job of maintaining the common property and enforcing the rules. Decisions, such as the amount you must pay in levies, will be made by vote of the body corporate. You will need to take part in meetings if you wish to have a say. If outvoted, you will have to live with decisions that you might not agree with.

If you are buying into a mixed use development (one that includes commercial as well as residential lots), owners of some types of lots may be in a position to outvote owners of other types of lots. Make sure you fully understand your voting rights, see later.

Use of your property

You, and anyone who visits or occupies your property, will be bound by rules in the form of **articles or by-laws**. These can restrict the use of the property, for example, they can deal with keeping pets, car parking, noise, rubbish disposal, short-term letting, upkeep of buildings and so on. Make sure that you have read the articles or by-laws before you decide whether this property will suit you.

Depending on the rules, you might not be permitted to make changes to the exterior of your unit, such as installing a television aerial or an air-conditioner, building a pergola, attaching external blinds etc without the permission of the body corporate. A meeting may be needed before permission can be granted. Permission may be refused. Note that the articles or by-laws **could change** between now and when you become the owner: the body corporate might vote to change them. Also, if you are buying before the community plan is registered, then any by-laws you have been shown are just a draft.

Are you buying a debt?

If there are unpaid contributions owing on this property, you can be made to pay them. You are entitled to **know the financial state of the body corporate** and you should make sure you see its records before deciding whether to buy. As a prospective owner, you can write to the body corporate requiring to see the records, including minutes of meetings, details of assets and liabilities, contributions payable, outstanding or planned expenses and insurance policies. There is a fee. To make a request, write to the secretary or management committee of the body corporate.

Expenses

The body corporate can **require you to maintain your property**, even if you do not agree, or can carry out maintenance and bill you for it.

The body corporate can **require you to contribute** to the cost of upkeep of the common property, even if you do not agree. Consider what future maintenance or repairs might be needed on the property in the long term.

Guarantee

As an owner, you are a **guarantor** of the liabilities of the body corporate. If it does not pay its debts, you can be called on to do so. Make sure you know what the liabilities are before you decide to buy. Ask the body corporate for copies of the financial records.

Contracts

The body corporate can make contracts. For example, it may engage a body corporate manager to do some or all of its work. It may contract with traders for maintenance work. It might engage a caretaker to look after the property. It might make any other kind of contract to buy services or products for the body corporate. Find out **what contracts the body corporate is committed to and the cost**.

The body corporate will have to raise funds from the owners to pay the money due under these contracts. As a guarantor, you could be liable if the body corporate owes money under a contract.

Buying off the plan

If you are buying a property that has not been built yet, then you **cannot be certain** what the end product of the development process will be. If you are buying before a community plan has been deposited, then any proposed development contract, scheme description or by-laws you have been shown could change.

Mixed use developments - voting rights

You may be buying into a group that is run by several different community corporations. This is common in mixed use developments, for example, where a group of apartments is combined with a hotel or a group of shops. If there is more than one corporation, then you should not expect that all lot owners in the group will have equal voting rights. The corporations may be structured so that, even though there are more apartments than shops in the group, the shop owners can outvote the apartment owners on some matters. Make enquiries so that you understand how many corporations there are and what voting rights you will have.

Further information

The Real Estate Institute of South Australia provides an information service for enquiries about real estate transactions, see www.reisa.com.au.

The Australian Institute of Conveyancers (SA Division) (AICSA) provides information and operates a Public Advisory Service with respect to conveyancers and the conveyancing process, see www.aicsa.com.au.

Information and a booklet about strata and community titles is available from the Legal Services Commission of South Australia at www.lsc.sa.gov.au.

You can also seek advice from a legal practitioner.

FORM R3: BUYERS INFORMATION NOTICE

Annexure to Form 1 Statement

Land and Business (Sale and Conveyancing) Act 1994 section 13A

Land and Business (Sale and Conveyancing) Regulations 2010 regulation 17

Buyers information notice

Prescribed notice to be given to purchaser

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

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

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

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

Safety

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

Enjoyment

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

Value

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

For more information on these matters visit www.cbs.sa.gov.au

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

CERTIFICATE OF TITLE

Annexure to Form 1 Statement





Product
Date/Time
Customer Reference
Order ID

Register Search (CT 5523/631)
07/04/2025 03:48PM
SW00852
20250407009337

REAL PROPERTY ACT, 1886



South Australia

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



Certificate of Title - Volume 5523 Folio 631

Parent Title(s) CT 5338/842
Creating Dealing(s) SA 8455636, T 8455638
Title Issued 15/04/1998 Edition 7 Edition Issued 20/10/2021

Estate Type

FEE SIMPLE (UNIT)

Registered Proprietor

PAUL COOM
OF UNIT 1 29 HEATHERSAY AVENUE ALDINGA BEACH SA 5173

Description of Land

UNIT 1 STRATA PLAN 14215
IN THE AREA NAMED ALDINGA BEACH
HUNDRED OF WILLUNGA

Easements

NIL

Schedule of Dealings

Dealing Number	Description
8100999	ENCUMBRANCE TO GOODLAND PARK PTY. LTD.
13628293	MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

Notations

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

LOCAL GOVERNMENT AUTHORITY PRESCRIBED INFORMATION

Annexure to Form 1 Statement

City of Onkaparinga
PO Box 1
Noarlunga Centre, SA 5168



T: (08) 8384 0666
E: mail@onkaparinga.sa.gov.au

For your information:

Section 187 certificate update request free of charge (One Update):

Penalties and interest, property charges, payments or dishonoured payments can impact account balances daily.

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 we 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: The above 90 day extension is applicable only to Section 187 certificates. Section 7 certificates still 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 us electronically. Please note that this is our preferred method payment and we request that you cease the use of cheques to affect settlement.

How to advise us 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 (LTO), 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 us if the mail service address is different to what was lodged via the transfer at the LTO. We update ownership details including the mailing address in accordance with the advice provided by the Valuer General. We have amended this change to align with SA Water practices and to provide an improved customer experience overall.

If lodging in person at the LTO – Please send the change of ownership advice to us via mail@onkaparinga.sa.gov.au.

Electronic settlement of funds is still preferred.

Certificate No: S71968/2025

LOCAL GOVERNMENT RATES SEARCH

TO: Tuckfield Agent Solutions
3/197 Main South Rd
MORPHETT VALE SA 5162

08 April 2025

DETAILS OF PROPERTY REFERRED TO:

Property ID : 58675
 Valuer General No : 1322530631
 Valuation : \$375,000.00
 Owner : Mr Paul Coom
 Property Address : 1/29 Heathersay Avenue ALDINGA BEACH SA 5173
 Volume/Folio : CT-5523/631
 Lot/Plan No : Unit 1 Sec 412 SP 14215
 Ward : 01 South Coast 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 balance (as of 30 Jun 2024) and/or Block Clearing Charges	\$0.00
Postponed Amount in Arrears (if applicable monthly interest of 0.58750%)	\$0.00
Fines (2%) and interest on arrears charged from previous financial year (monthly interest of 0.75416%)	\$0.00

Rates for the current 2024-2025 Financial Year applicable from 01 July 2024:

Total Rates Levied 2024-2025	\$1,495.15
-------------------------------------	-------------------

If the quarterly payments are not received by the due date, a 2% fine will be added to that amount with interest added of 0.7625% on the first working day of each month following, until the total amount overdue is paid.

Less Council Rebate. The Council Rebate ceases on sale and a pro-rata calculation will apply to the date of sale	\$0.00
Less Council Capping Rebate	\$0.00
Fines and interest charged in the current financial year (2% fine when rates first become overdue and 0.7625% interest applied per month thereafter)	\$0.00
Postponed Interest (0.59583% per month on total of postponed rates and interest)	\$0.00
Less paid current financial year	-\$1,121.15
Overpayment	\$0.00
Legal Fees (current)	\$0.00
Legal Fees (arrears)	\$0.00
Refunds, Rates Remitted, Small Balance Adjustments or Rate Capping Rebate	\$0.00
Balance - rates and other monies due and payable	\$374.00
Property Related Debts	\$0.00

BPAY Biller Code: 421503
Ref: 1079990586756

TOTAL BALANCE**\$374.00**

AUTHORISED OFFICER
Carol Pilkington

This statement is made the 08 April 2025

City Of Onkaparinga
PO Box 1
Noarlunga Centre SA 5168



Telephone (08) 8384 0666

Certificate No: S71968/2025

IMPORTANT INFORMATION REGARDING SEARCHES

Tuckfield Agent Solutions
3/197 Main South Rd
MORPHETT VALE SA 5162

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 Council's 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

City Of Onkaparinga

City Of Onkaparinga
PO Box 1
Noarlunga Centre SA 5168



Certificate No: S71968/2025

Telephone (08) 8384 0666

Property Information And Particulars

In response to an enquiry pursuant to Section 7 of the

The Land & Business (Sale & Conveyancing) Act, 1994

TO: Tuckfield Agent Solutions
 3/197 Main South Rd
 MORPHETT VALE SA 5162

DETAILS OF PROPERTY REFERRED TO:

ASSESSMENT NO	:	79251
VALUER GENERAL NO	:	1322530631
VALUATION	:	\$375,000.00
OWNER	:	Mr Paul Coom
PROPERTY ADDRESS	:	1/29 Heathersay Avenue ALDINGA BEACH SA 5173
VOLUME/FOLIO	:	CT-5523/631
LOT/PLAN NUMBER	:	Unit 1 Sec 412 SP 14215
WARD	:	01 South Coast 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 (repealed)

Section 42

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

Application Number	130/202/1997
Description	2 Dwellings
Decision	Approved
Decision Date	26 June 1997

Development Plan Consent Conditions

CONDITIONS OF PROVISIONAL DEVELOPMENT PLAN CONSENT

- (1) That all parking spaces, driveways and pedestrian way surfaces shall be constructed with either reinforced concrete, bitumen with concrete kerbing, interlocking paving blocks or similar, prior to the occupation of the dwellings approved herein.
- (2) That all stormwater collected on the surfaces of the subject land shall be diverted into the underground stormwater system prior to discharging into the street.
- (3) That sides and rear boundary fences shall be constructed of brush, brick, timber, stone or colour coated steel.
- (4) That the applicant shall, within two months of the completion or occupation of the buildings on the subject land, generally landscape and layout garden and other areas on the subject land in general with the plan(s) as so approved by Council and shall at all times, maintain such trees, shrubs, cover plants and grasses, to the reasonable satisfaction of the Council.
- (5) That no building on the site to be occupied prior to the completion of all buildings and site works.
- (6) That all internal fences and screens shall be of the same height and material as the boundary fences.

Planning Act 1982 (repealed)

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

Building Act 1971 (repealed)

Condition (that continues to apply) of a development 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

Housing Diversity Neighbourhood (HDN)

Subzones

No

Zoning overlays

Overlays

Airport Building Heights (Aircraft Landing Area)

The Airport Building Heights (Aircraft Landing Area) Overlay seeks to ensure building height does not pose a hazard to the operation and safety requirements of aircraft landing areas.

Affordable Housing

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

Building Near Airfields

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

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 Water Resources Area

The Prescribed Water Resources Area Overlay seeks to ensure the sustainable use of water in prescribed water resource areas.

Prescribed Wells Area

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

Regulated and Significant Tree

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

Stormwater Management

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

Urban Tree Canopy

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

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 significant 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

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 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 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: NO

(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*?

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

Does a Council drainage easement exist? – 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).

Are you aware of any encroachment on the Council 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 08 April 2025

Cherie Bonham
Team Leader for Development Support
AUTHORISED OFFICER

PROPERTY INTEREST REPORT

Annexure to Form 1 Statement

Property Interest Report

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

Title Reference	CT 5523/631	Reference No. 2663308
Registered Proprietors	P*COOM	Prepared 07/04/2025 15:48
Address of Property	Unit 1, 29 HEATHERSAY AVENUE, ALDINGA BEACH, SA 5173	
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

<u>Prescribed encumbrance</u>	<u>Particulars</u> (Particulars in bold indicates further information will be provided)
-------------------------------	---

1. General

- | | |
|--|---|
| <p>1.1 Mortgage of land</p> <p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p> | <p>Refer to the Certificate of Title</p> |
| <p>1.2 Easement
(whether over the land or annexed to the land)</p> <p>Note--"Easement" includes rights of way and party wall rights</p> <p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p> | <p>Refer to the Certificate of Title</p> |
| <p>1.3 Restrictive covenant</p> <p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p> | <p>Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance</p> |
| <p>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.)</p> <p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p> | <p>Refer to the Certificate of Title</p> <p>also</p> <p>Contact the vendor for these details</p> |
| <p>1.5 Caveat</p> | <p>Refer to the Certificate of Title</p> |
| <p>1.6 Lien or notice of a lien</p> | <p>Refer to the Certificate of Title</p> |

2. Aboriginal Heritage Act 1988

- | | |
|--|--|
| <p>2.1 section 9 - Registration in central archives of an Aboriginal site or object</p> | <p>Aboriginal Affairs and Reconciliation in AGD has no registered entries for Aboriginal sites or objects affecting this title</p> |
| <p>2.2 section 24 - Directions prohibiting or restricting access to, or activities on, a site or</p> | <p>Aboriginal Affairs and Reconciliation in AGD has no record of any direction affecting this title</p> |

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

State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

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

also

Contact the Local Government Authority for other details that might apply

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

State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply

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

State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply

- 5.4 section 55 - Order to remove or perform work

State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

- 5.5 section 56 - Notice to complete development

State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

- 5.6 section 57 - Land management agreement

Refer to the Certificate of Title

- 5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

- 5.8 section 69 - Emergency order

State Planning Commission in the Department for Housing and Urban Development has no record of any order affecting this title

also

Contact the Local Government Authority for other details that might apply

- 5.9 section 71 - Fire safety notice

Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any notice affecting this title

- 5.10 section 84 - Enforcement notice
State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply
- 5.11 section 85(6), 85(10) or 106 - Enforcement order
State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply
- 5.12 Part 11 Division 2 - Proceedings
Contact the Local Government Authority for other details that might apply

also

Contact the vendor for these details

6. Repealed Act conditions

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

State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply

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

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 | <p>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.</p> <p>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</p> |
|------|---|---|

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

Statewide Bushfire Hazards Overlay - aims to review the current policy framework (spatial layers and policy content) of the six Hazard (Bushfire Risk) Overlays as well as explore other planning instruments and mechanisms to assist in mitigating bushfire hazard impacts. Please note that this Code Amendment only applies to a portion of some council areas. To understand if your property is affected, please check the bushfire hazard map at <https://plus.geodata.sa.gov.au/bushfire/index.html>. For more information, please visit https://plan.sa.gov.au/have_your_say/ or contact PlanSA via email (PlanSA@sa.gov.au) or telephone (1800 752 664).

Code Amendment

Accommodation Diversity - The State Planning Commission is proposing refinements to policy to provide more flexibility in housing design to encourage housing choices to meet the needs of South Australians. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal: https://plan.sa.gov.au/have_your_say/general_consultations or phone PlanSA on 1800 752 664.

Code Amendment

Assessment Improvements - proposes a series of technical amendments to the Code informed through the experience of planning practitioners and other users to improve assessment outcomes. The Code Amendment forms part of the Government of South Australia's response to the Planning System Implementation Review; it will implement some of the recommendations of the Expert Panel that were supported by the Government. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal: https://plan.sa.gov.au/have_your_say/general_consultations or phone PlanSA on 1800 752 664.

Code Amendment

City of Onkaparinga Local Heritage - Proposes to update the City of Onkaparinga's local heritage list within the Planning and Design Code. The proposal seeks to expand the application of the Local Heritage Places Overlay over properties adjoining a new local heritage place, and remove the Overlay from affected properties adjacent the proposed delisted local heritage places. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal: https://plan.sa.gov.au/have_your_say/general_consultations or phone PlanSA on 1800

752 664.

- 29.2 section 127 - Condition (that continues to apply) of a development authorisation
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]

State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply
- 29.3 section 139 - Notice of proposed work and notice may require access

Contact the vendor for these details
- 29.4 section 140 - Notice requesting access

Contact the vendor for these details
- 29.5 section 141 - Order to remove or perform work

State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply
- 29.6 section 142 - Notice to complete development

State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply
- 29.7 section 155 - Emergency order

State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply
- 29.8 section 157 - Fire safety notice

Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply
- 29.9 section 192 or 193 - Land management agreement

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

State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply
- 29.11 section 198(2) - Agreement to vest land in a council or the Crown to be held as open space

State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply
- 29.12 Part 16 Division 1 - Proceedings

Contact the Local Government Authority for details relevant to this item

also

Contact the vendor for other details that might apply
- 29.13 section 213 - Enforcement notice

State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply
- 29.14 section 214(6), 214(10) or 222 - Enforcement

Contact the Local Government Authority for details relevant to this item

order

also

State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

30. Plant Health Act 2009

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

31. Public and Environmental Health Act 1987 (repealed)

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

also

Contact the Local Government Authority for other details that might apply

31.2 *Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)* (revoked) Part 2 - Condition (that continues to apply) of an approval Public Health in DHW has no record of any condition affecting this title

also

Contact the Local Government Authority for other details that might apply

31.3 *Public and Environmental Health (Waste Control) Regulations 2010* (revoked) regulation 19 - Maintenance order (that has not been complied with) Public Health in DHW has no record of any order affecting this title

also

Contact the Local Government Authority for other details that might apply

32. South Australian Public Health Act 2011

32.1 section 66 - Direction or requirement to avert spread of disease Public Health in DHW has no record of any direction or requirement affecting this title

32.2 section 92 - Notice Public Health in DHW has no record of any notice affecting this title

also

Contact the Local Government Authority for other details that might apply

32.3 *South Australian Public Health (Wastewater) Regulations 2013* Part 4 - Condition (that continues to apply) of an approval Public Health in DHW has no record of any condition affecting this title

also

Contact the Local Government Authority for other details that might apply

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

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

34. Water Industry Act 2012

34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement **An SA Water Certificate will be forwarded. If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950**

also

The Office of the Technical Regulator in DEM has no record of any notice or order affecting this title

also

Lightsview Re-Water Supply Co Pty Ltd has no record of any notice or order affecting this title.

also

Robusto Investments Pty. Ltd. trading as Compass Springs has no current record of any notice or order affecting this title.

also

Alano Utilities Pty. Ltd. has no record of any notice or order affecting this title.

35. *Water Resources Act 1997 (repealed)*

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

36. Other charges

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

Other Particulars

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

- | | | |
|-----|---|---|
| 1. | Particulars of transactions in last 12 months | Contact the vendor for these details |
| 2. | Particulars relating to community lot (including strata lot) or development lot | Enquire directly to the Secretary or Manager of the Community Corporation |
| 3. | Particulars relating to strata unit | Enquire directly to the Secretary or Manager of the Strata Corporation |
| 4. | Particulars of building indemnity insurance | Contact the vendor for these details
also
Contact the Local Government Authority |
| 5. | Particulars relating to asbestos at workplaces | Contact the vendor for these details |
| 6. | Particulars relating to aluminium composite panels | Please note that the audit is limited to classes of buildings, and that this note does not confirm the presence or absence of Aluminium Composite Panelling. Contact the vendor for relevant details. |
| 7. | Particulars relating to court or tribunal process | Contact the vendor for these details |
| 8. | Particulars relating to land irrigated or drained under Irrigation Acts | SA Water will arrange for a response to this item where applicable |
| 9. | Particulars relating to environment protection | Contact the vendor for details of item 2
also
EPA (SA) has no record of any particulars relating to items 3, 4 or 5 affecting this title
also
Contact the Local Government Authority for information relating to item 6 |
| 10. | Particulars relating to <i>Livestock Act, 1997</i> | 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 (<i>Dog Fence Act 1946</i>) | The Dog Fence Board has no current interest in Dog Fence rates relating to this title. |
| 9. | Pastoral Board (<i>Pastoral Land Management and Conservation Act 1989</i>) | The Pastoral Board has no current interest in this title |
| 10. | Heritage Branch DEW (<i>Heritage Places Act 1993</i>) | 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 DEWaterlicensing@sa.gov.au.



Product
Date/Time
Customer Reference
Order ID

Title and Valuation Package
07/04/2025 03:48PM
SW00852
20250407009337

Certificate of Title

Title Reference CT 5523/631
Status CURRENT
Easement NO
Owner Number 1346009*
Address for Notices UNIT 1, 29 HEATHERSAY AV ALDINGA BEACH, SA 5173
Area NOT AVAILABLE

Estate Type

Fee Simple (Unit)

Registered Proprietor

PAUL COOM
OF UNIT 1 29 HEATHERSAY AVENUE ALDINGA BEACH SA 5173

Description of Land

UNIT 1 STRATA PLAN 14215
IN THE AREA NAMED ALDINGA BEACH
HUNDRED OF WILLUNGA

Last Sale Details

Dealing Reference TRANSFER (T) 13628292
Dealing Date 28/09/2021
Sale Price \$358,000
Sale Type FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
ENCUMBRANCE	8100999	GOODLAND PARK PTY. LTD.
MORTGAGE	13628293	COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
1322530631	CURRENT	Unit 1, 29 HEATHERSAY AVENUE, ALDINGA BEACH, SA 5173

Notations



Product
Date/Time
Customer Reference
Order ID

Title and Valuation Package
 07/04/2025 03:48PM
 SW00852
 20250407009337

Dealings Affecting Title

NIL

Notations on Plan

NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	1322530631
Type	Site & Capital Value
Date of Valuation	01/01/2024
Status	CURRENT
Operative From	01/07/1998
Property Location	Unit 1, 29 HEATHERSAY AVENUE, ALDINGA BEACH, SA 5173
Local Government	ONKAPARINGA
Owner Names	PAUL COOM
Owner Number	1346009*
Address for Notices	UNIT 1, 29 HEATHERSAY AV ALDINGA BEACH, SA 5173
Zone / Subzone	HDN - Housing Diversity Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1310 - Ground Floor Home Unit Only
Description	4H/UNIT G
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
S14215 UNIT 1	CT 5523/631

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$155,000	\$375,000			
Previous	\$120,000	\$345,000			



Product
Date/Time
Customer Reference
Order ID

Title and Valuation Package
07/04/2025 03:48PM
SW00852
20250407009337

Building Details

Valuation Number	1322530631
Building Style	Conventional
Year Built	1997
Building Condition	Very Good
Wall Construction	Brick
Roof Construction	Galvanised Iron
Equivalent Main Area	118 sqm
Number of Main Rooms	4

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



Product
Date/Time
Customer Reference
Order ID

Check Search
07/04/2025 03:48PM
SW00852
20250407009337

Certificate of Title

Title Reference: CT 5523/631
Status: CURRENT
Edition: 7

Dealings

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

Priority Notices

NIL

Registrar-General's Notes

No Registrar-General's Notes exist for this title

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

Annexure to Form 1 Statement



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: 2663308

TUCKFIELD CONVEYANCING PTY LTD
79A HAMPSTEAD ROAD
MANNINGHAM SA 5086

DATE OF ISSUE

08/04/2025

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

OWNERSHIP NUMBER		OWNERSHIP NAME		
1346009*		P COOM		
PROPERTY DESCRIPTION				
1 / 29 HEATHERSAY AV / ALDINGA BEACH SA 5173				
ASSESSMENT NUMBER	TITLE REF. <small>(A "+" indicates multiple titles)</small>	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
1322530631	CT 5523/631	\$375,000.00	R4 1.000	RE 0.400
LEVY DETAILS:		FIXED CHARGE	\$	50.00
		+ VARIABLE CHARGE	\$	141.30
FINANCIAL YEAR		- REMISSION	\$	87.00
2024-2025		- CONCESSION	\$	0.00
		+ ARREARS / - PAYMENTS	\$	-104.30
		= AMOUNT PAYABLE	\$	0.00

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

EXPIRY DATE 07/07/2025



Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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




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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Billers Code: 456285 Ref: 7000696513</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au © Registered to BPAY Pty Ltd ABN 69 079 137 518</p>	 <p>To pay via the internet go to: www.revenuesaonline.sa.gov.au</p>	 <p>Send your cheque or money order, made payable to the Community Emergency Services Fund, along with this Payment Remittance Advice to:</p> <p>Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
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CERTIFICATE OF LAND TAX PAYABLE

Annexure to Form 1 Statement



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: 2663308

TUCKFIELD CONVEYANCING PTY LTD
79A HAMPSTEAD ROAD
MANNINGHAM SA 5086

DATE OF ISSUE

08/04/2025

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

OWNERSHIP NAME		FINANCIAL YEAR	
P COOM		2024-2025	
PROPERTY DESCRIPTION			
1 / 29 HEATHERSAY AV / ALDINGA BEACH SA 5173			
ASSESSMENT NUMBER	TITLE REF. <small>(A "+" indicates multiple titles)</small>	TAXABLE SITE VALUE	AREA
1322530631	CT 5523/631	\$155,000.00	0.0000 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 07/07/2025



Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



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 OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Billers Code: 456293 Ref: 7000696422</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au © Registered to BPAY Pty Ltd ABN 69 079 137 518</p>	 <p>To pay via the internet go to: www.revenuesaonline.sa.gov.au</p>	 <p>Send your cheque or money order, made payable to the Commissioner of State Taxation, along with this Payment Remittance Advice to:</p> <p>Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
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CERTIFICATE OF WATER AND SEWER CHARGES & ENCUMBRANCE INFORMATION

Annexure to Form 1 Statement



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

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

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

MEMORANDUM OF ENCUMBRANCE

Annexure to Form 1 Statement



8100999



Series No.	Prefix
3	E

NOTES

1. This form is designed to suit the simplest type of Encumbrance. Lending institutions which prefer to have encumbrance forms printed privately may do so, but proposed forms must be submitted to the Registrar-General and will not be acceptable for registration unless the format is approved.
2. All panels to be completed. If insufficient space use Annexure Form B1. The panel should also contain only the information in Annexure A (or as the case may be) attached.
3. State whether the whole or portion only of the land comprised in the Certificate of title. If portion only, describe precisely.
4. Insert "estate in fee simple", "estate as Crown Lessee", "estate as mortgagee", or "estate as lessee" (as the case may be). If lease or mortgage state registered number.
5. List encumbrances which affect the estate being mortgaged.
6. If address has changed identify as formerly....."
7. If tenants in common in unequal shares, specify shares.
8. If an executing party is a natural person the execution should read "SIGNED by the Encumbrancer in the presence of....." The witness must know the party executing the instrument personally, or must be satisfied as to their identity. The witness must be aged 18 years or over, and must not be a party to the instrument. The witness should provide his or her full name, address and a telephone number at which he or she can be contacted during business hours, printed legibly under the witness' signature. If the executing party is a body corporate execution must conform to any prescribed formalities relating to the affixing of the common seal.

ORIGINAL (DUP)

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

MEMORANDUM OF ENCUMBRANCE

FORM APPROVED BY THE REGISTRAR-GENERAL

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

LYNDA MARIE EVANS

[Signature]
Registered Conveyancer

BELOW THIS LINE FOR OFFICE USE ONLY

Date	13 APR 1996	Time	12:10
FEES			
R.G.O	POSTAGE	ADVERT NEW C.T.	
\$70.00			

EXAMINATION

<u>CORRECTION</u>	<u>PASSED</u>
	<i>[Signature]</i>

BELOW THIS LINE FOR AGENT USE ONLY

Lodged by:

AGENT CODE

Correction to:
STRATFORD & CO.

STRA 544

LME 25/GOOD4630-284

ENCGOOD

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

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

Received Items No.

Assessor

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

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

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

ITEM CT/CL REF.	AGENT CODE
DUPL.E	STRA 544

00*02

1996R1996 4630-284 LME 25/GOOD

DATED THIS

16

DAY OF

April

1996

EXECUTION AND ATTESTATION

(See Note 8)

SIGNED BY THE ENCUMBRANCER:

SALVATORE VENTURA

S. Ventura

IN THE PRESENCE OF:

M. Lopez

Adult Witness (Sign)

Sandra Margarita Lopez

Print FULL name

17 Lochwinnoch Road

Address

Torrans Park

Post Code 5062

(08) 373-229

Telephone number during business hours

- 3 JUN 1996

REGISTERED/...../19

in Keyo PRC



REGISTRAR-GENERAL

Form M.2
(See Note 1)

MEMORANDUM OF ENCUMBRANCE

**CERTIFICATE OF TITLE
BEING ENCUMBERED**
(See Note 3)

The whole of the land comprised in Certificate of Title Register Book
Volume 4335 Folio 340

NOW WHOLE OF THE LAND IN
C.T. VOL. 5338 FOL. 342

Handwritten signature/initials

ESTATE AND INTEREST
(See Note 4)

An estate in fee simple

ENCUMBRANCES
(See Note 5)

Nil

ENCUMBRANCER
Full Name and Address
(See Note 6)

**SALVATORE VENTURA of
2a Kimber Street Aldinga Beach 5173**

ENCUMBRANCEE
Full Name and Address
(See Note 7)

**GOODLAND PARK PTY. LTD. A.C.N. 008 065 772 of 246 Glen
Osmond Road Fullarton 5063**

(a) State the term of the annuity. If for life use the words "during his lifetime"

THE ENCUMBRANCER ENCUMBERS THE ESTATE AND INTEREST IN THE LAND ABOVE DESCRIBED FOR THE BENEFIT OF THE ENCUMBRANCEE SUBJECT TO THE ENCUMBRANCES AND OTHER INTERESTS AS SHOWN HEREON WITH AN ANNUITY OF TEN CENTS (.10c) PER ANNUM (HEREINAFTER SOMETIMES REFERRED TO AS "THE SAID RENT CHARGE")

(a) TO BE PAID TO THE ENCUMBRANCEE

(b) State the times appointed for payment of the annuity and any special covenants

IN FEE SIMPLE IN PERPETUITY
(b) AT THE TIMES AND IN THE MANNER FOLLOWING
REFER TO PAGE 3 HEREIN.

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:

REFER TO PAGES 3, 4 AND 5 HEREIN.

(b) State the times appointed for payment of the annuity and any special covenants

On the 1st day of January in each and every year (if demanded by the Encumbrancee) commencing on the 1st day of January next after the execution hereof to the intent that the Encumbrancee shall hold the said rent charge in fee simple AND with the performance and observance of the covenants on the part of the Encumbrancer hereinafter contained PROVIDED THAT the Encumbrancee shall not demand payment of the said rent charge if and so long as the Encumbrancer and his successors in title shall duly perform and observe all the covenants and other stipulations herein contained (and the burden of proving such performance and observance shall lie in the Encumbrancer) but none of the foregoing provisions for or in respect of the payment of the said annuity or rent charge shall in any way affect or prejudice the rights of the Encumbrancee to an injunction or prevent or restrain any breach of the covenants and other stipulations hereinafter contained or to damages for any such breach.

THE ENCUMBRANCER FOR HIMSELF AND HIS SUCCESSORS IN TITLE HEREBY CONVENANTS WITH THE ENCUMBRANCEE AND ALL OTHER PERSONS CLAIMING UNDER THE ENCUMBRANCEE AS PURCHASER(S) OF ANY PART OR PARTS OF THE LAND COMPRISED IN THE LAND DIVISION AND ALL SUBSEQUENT LAND DIVISION(S) OF ALLOTMENTS 1, 2 AND 3 DP 22797 TO THE INTENT THAT THE BENEFIT OF SUCH CONVENANTS SHALL BE ANNEXED TO AND DEVOLVE WITH EACH AND EVERY PART OF THE AFOREMENTIONED LAND DIVISION AND ALL SUBSEQUENT ALLOTMENTS OF LAND WITHIN ALLOTMENTS 1, 2 AND 3 DP 22797 WHICH MAY BE CREATED FROM TIME TO TIME, OTHER THAN THE LAND HEREBY ENCUMBERED AS FOLLOWS:

1. That during the continuance of this Encumbrance the Encumbrancer SHALL NOT upon the said land or in respect thereof:-
 - (a) Erect or suffer to be erected or to remain thereon any fence forward of the front alignment of the main dwelling house except a masonry retaining wall, brush fence or ARC swimming pool fence.
 - (b) Erect or suffer to be erected or permit the construction of any asbestos or transportable or kit buildings with the exception of kit buildings with at least 75%

solid brick and/or stone external walls erected in accordance with plans and specifications approved in writing by the Encumbrancee which approval shall not be unreasonably withheld.

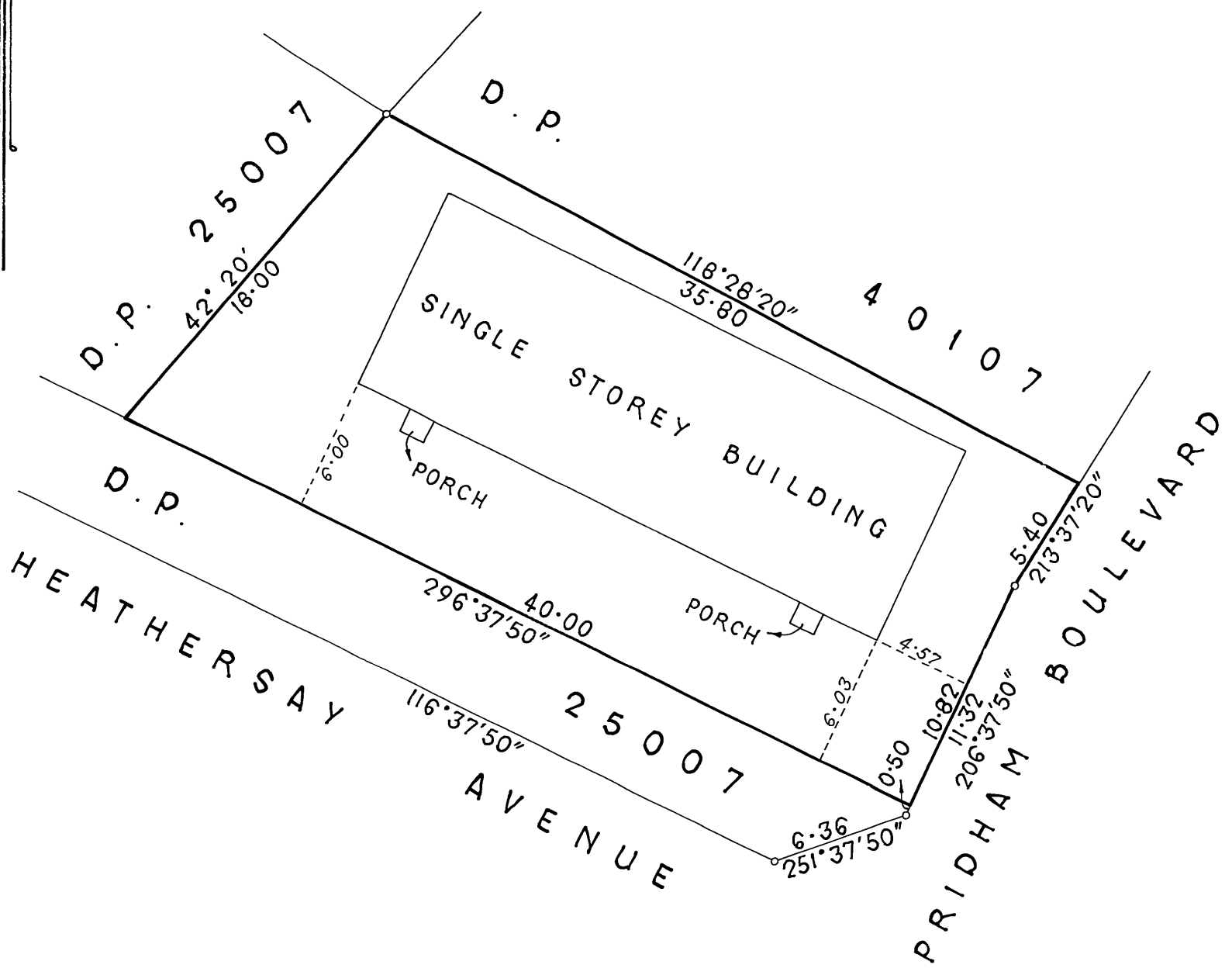
- (c) Erect or suffer to be erected or permit the construction of any galvanised iron roofing, fence, garages and other out buildings.
 - (d) Use any unpainted or untreated metal and without limiting the generality thereof any unpainted or untreated galvanised steel products, galvanised iron or aluminium forming part of any dwelling house, out-building, fence, gate or other structure on the said land.
2. Notwithstanding anything to the contrary hereinbefore contained the Encumbrancer shall not transfer any estate or interest in the said land (or any part thereof) without first causing the party in whose favour such estate or interest is to be transferred to execute a covenant under seal in favour of the Encumbrancee that such party will observe and perform all of the terms and conditions in this Memorandum of Encumbrance contained as if such party had been the original party to this Memorandum of Encumbrance as the Encumbrancer herein named.
3. Notwithstanding anything to the contrary contained herein or elsewhere the Encumbrancee shall have the right in its absolute and unfettered discretion at any time and from time to time to modify, waive or release any covenants, conditions, restrictions or stipulation wheresoever contained relating to the said land AND the Encumbrancer does hereby further covenant and agree that the Encumbrancee shall incur no liability whatsoever to the Encumbrancer and the Encumbrancer shall have no action, cause, suit, claim or demand whatsoever against the Encumbrancee in respect of arising out of or in any way connected with the exercise by the Encumbrancee of its said right to modify, waive or release any of the said covenants, conditions, restrictions or stipulations.

4. The Encumbrancer and his successors in title shall be successively released and discharged from payment of the said rent charge and from the observance and performance of the several covenants, conditions, restrictions and stipulations herein contained and implied forthwith upon ceasing to be registered as a proprietor of the said land to the intent that the said rent charge and covenants and other stipulations shall be binding only upon the registered proprietor for the time being of the said land.
5. Subject to the express terms of this Encumbrance the Encumbrancee may exercise all powers and remedies given to an Encumbrancee by the Real Property Act 1886 as amended from time to time.
6. The Encumbrancer shall bear all costs, fees and duties of and incidental to the preparation, stamping and registration of this Encumbrance.

STRATA PLAN

Annexure to Form 1 Statement

S I T E P L A N



STRATA PLAN NUMBER	
SP 14215	
THIS IS SHEET 1 OF 3 SHEETS	
DEPOSITED	8 / 4 / 1998 <i>M.A.</i> PRO REGISTRAR-GENERAL
MAP REFERENCE	6527 - 26 L
TITLE REFERENCE	VOL.5338 FOL.842
O.B./LAST PLAN REF.	DP 25007
TOTAL AREA	632 m ²
HUNDRED	WILLUNGA
TOWNSHIP/AREA	ALDINGA BEACH
COUNCIL	CITY OF ONKAPARINGA
ALLOTMENT 360 IN DP.25007 OF PT SEC. 412	
SCALE 0 2 4 6 12 16 20 METRES	
ANNOTATIONS	

I, Bruce Allan Hewett a licensed surveyor under the Survey Act, 1992, certify:-

(a) that this plan correctly delineates the boundaries of the land comprised in the plan and all units, unit subsidiaries, common property and other buildings shown on the plan;

(b) that this plan is correct for the purposes of the Strata Titles Act, 1988, and regulations.

Dated this 12th day of June, 1997

B. Hewett
Licensed Surveyor

BRUCE A. HEWETT
SURVEYING CONSULTANT
54, Coromandel Parade,
Blackwood, S.A.5051
Ph. / Fax. : 8278 7509 REF. : 97078

STRATA PLAN NUMBER

SP 14215

THIS IS SHEET 2 OF 3 SHEETS

DEPOSITED 8 / 4 / 1998

MGA

J. Moore

PRO REGISTRAR GENERAL

MAP REFERENCE 6527 - 26 L

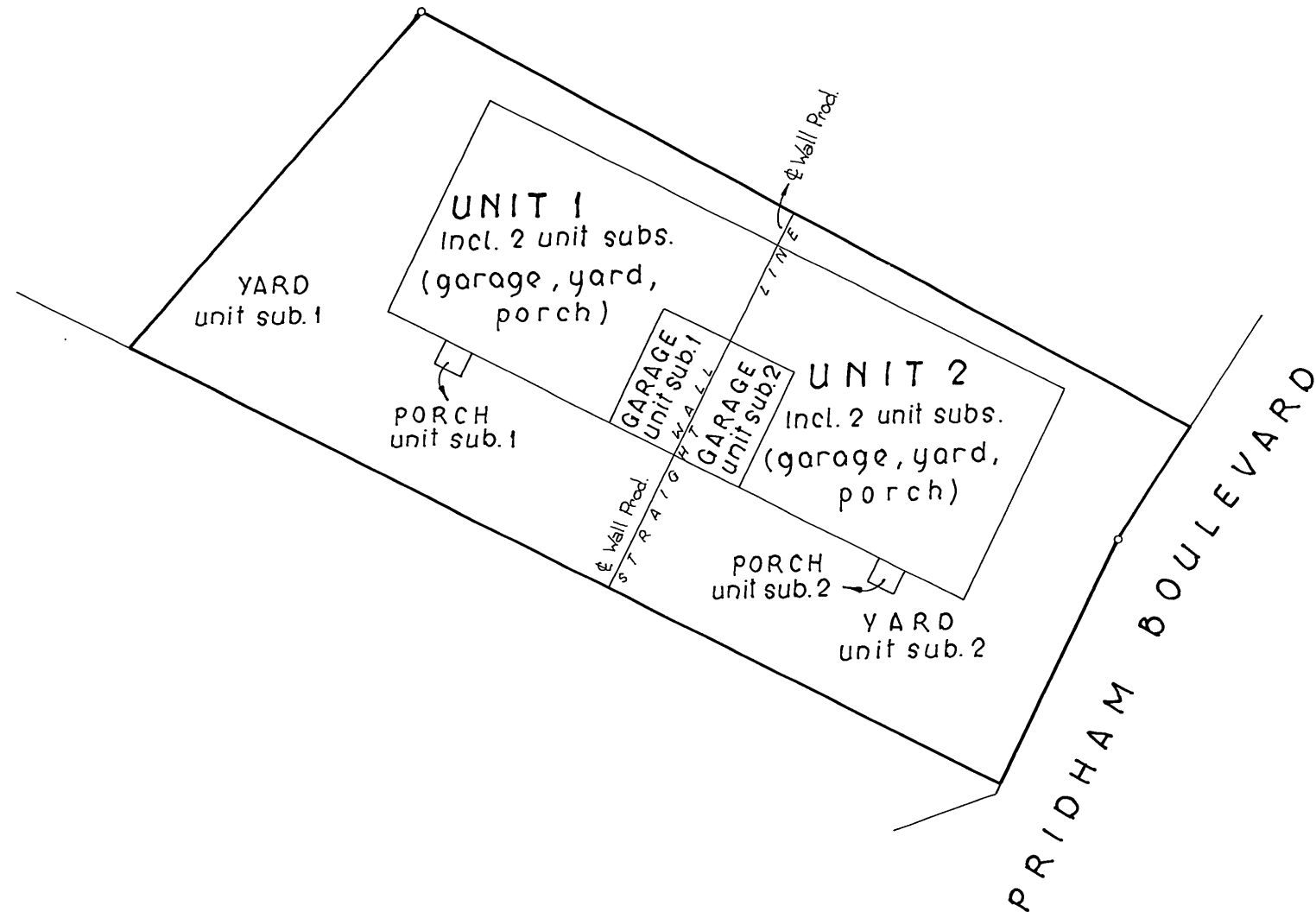
COUNCIL

CITY OF ONKAPARINGA

SCALE 0 2 4 6 12 16 20 METRES

ANNOTATIONS

GROUND FLOOR PLAN



The lower and upper boundaries of the unit subsidiaries shown as YARD are existing ground level and 3.00 metres above same respectively except where limited to the underside of any over-hanging structures.

BRUCE A. HEWETT
SURVEYING CONSULTANT
54, Coromandel Parade,
Blackwood, S.A. 5051
Ph. / Fax. : 8278 7509 REF: 97078

Application No. 8455636	STRATA PLAN NUMBER SP 14215
	DEPOSITED 08/04/1998 <i>[Signature]</i> PRO REGISTRAR-GENERAL
	THIS IS SHEET 3 OF 3 SHEETS

SCHEDULE OF UNIT ENTITLEMENTS

UNIT NO.	UNIT ENTITLEMENT	UNIT NO.	UNIT ENTITLEMENT	UNIT NO.	UNIT ENTITLEMENT
1	5000				
2	5000				
				AGGREGATE	
				ROAD OR RESERVE ALLOTMENTS	
AGGREGATE	10000	AGGREGATE			

STRATA CORPORATION: CERTIFICATE OF INSURANCE

Annexure to Form 1 Statement





Renewal Certificate of Insurance

Home Insurance

Strata Plan 14215
Attn: Mr Paul Coom
U 1 29 Heathersay Ave
ALDINGA BEACH SA 5173



Most Satisfied
Customers for Home
Insurance 2019-2023

Saturday 13 April 2024

Hi Paul, your home is in safe hands.
Your RAA Home Insurance is up for renewal.

Quick reference

Policy no. HP00000828

Policy summary

Period of cover

14/05/2024 at 12:00 AM
until 13/05/2025 at 11:59 PM

Insured address

Unit 1-2 29 Heathersay Ave
ALDINGA BEACH SA 5173

Sum insured

Home \$449,280

Basic excess for each claim

Home \$1,100

Full details are provided in the 'Policy Information' section of this notice

Amount due
\$1,490.00

Due date
**Tuesday
14 May 2024**

Total \$1,490.00
Stamp duty \$147.66
GST \$122.03

This document is a Tax
Invoice for GST

You can pay by monthly direct debit on 12 month policies, first payment \$124.24 and remaining payments at \$124.16

This notice outlines the details of your policy for the next period of cover, effective from Tuesday 14 May 2024.

Read through the important information on the next page to decide if you need to contact us.

Contact us

RAA Group
Royal Automobile Association
of South Australia Inc.
ABN 90 020 001 807
RAA Insurance Limited | ABN 14 007 872 602 | AFSL 232 525

101 Richmond Road,
Mile End,
South Australia 5031

T 8202 4567
F 8202 4520
raa.com.au

Here's what you need to do:

- Read the **'Your Duty'** section of this notice so you understand what's required of you.
- Read the **'Questions you must answer on renewal'** section of this notice and contact us if you answer 'yes' to any of the questions.
 - If the answer to any of our questions is 'yes' and you don't contact us, we may have the right to cancel your policy or reduce your payment if you make a claim.
- Double check the important details of your policy, particularly the Sum Insured and Excesses, to see if your level of cover is right for you.
- To help figure out if this product is right for you, please consider our target market determination, available at raa.com.au.

Some details you need to know:

- Your Basic Excess may have increased. Please check the amount of your Basic Excess on the following pages. We offer flexible excess options, so contact us if you want to change this.
- Non-removable excesses can be applied to your policy renewal by us so please check these details carefully.

Once that's done:

- Your policy will renew automatically, and you'll have until 14 May 2024 to pay in full or set up direct debits. If payment isn't arranged by this date, your policy may be cancelled by written notice.

If you need to make changes, updates to your policy or if you want to change how you pay, please contact us.

Rate comparison

The amounts shown here compare your last term's premium to this term's premium.

Find out more about what's influencing changing premiums across the insurance industry on the downloadable flyer included with this email renewal.

	Last term's premium	This term's premium
Premium	\$907.45	\$1,220.31
Stamp duty	\$109.80	\$147.66
GST	\$90.75	\$122.03
TOTAL	\$1,108.00	\$1,490.00

Your details

Mr Paul Coom

Policy number: HP00000828

Payment reference number:
04900000082806

Payment details

Premium: \$1,220.31

+ GST: \$122.03

+ Government charges: \$147.66


Amount due: \$1,490.00

Direct debit

Set up your account with direct debit on 12 month policies for easy, affordable payments. Call 8202 4567 to arrange a monthly direct debit or speak to a consultant (or toll free on 1800 068 988).

BPAY

Contact your financial institution to make a BPAY payment from your account. Full payment only, no part payments available.


Biller Code: 575902
Ref: 04900000082806

Other payment options



Visit raa.com.au
renew online



Pay over the phone 24/7 by calling 1300 729 722
Payment reference no.
04900000082806



Visit a shop
Make payment at any RAA Shop



Pay by cheque
Send your cheques made payable to 'RAA of SA Inc.', 101 Richmond Road, Mile End SA 5031.

Policy information

Below is your policy information. For further details and explanations on items, please refer to your Home and Contents Insurance Product Disclosure Statement.

Sum insured

Home: \$449,280

Have you reviewed the sum insured value of your home recently? To help you estimate the cost of rebuilding your home, visit our online Sum Insured Calculator at raa.com.au/build.

Insured names

Strata Plan 14215

Finance

There is no finance on the property

Property details

The property to which this insurance policy applies:

Is a Unit

Is located at Unit 1-2 29 Heathersay Ave
ALDINGA BEACH SA 5173

Was built in 2000

Is mainly constructed of Brick veneer

Strata Title - Tenanted

Excess

Excess you contribute to each claim

Home Basic Excess - **\$1,100**

The following excesses apply in addition to the Basic Excess:

Non-Removable Earthquake Excess - **\$100**

More information on excesses are listed in the PDS.

Insurance Variations / Endorsements

IMPORTANT NOTICE: We would like to bring to your attention that, as the property you have insured with us under our Home and Contents Insurance policy is a Strata or Community Title property, you may be required to have additional insurance covers. These additional covers may include, but not be limited to, Professional Indemnity, Fidelity Guarantee, Voluntary Workers Personal Accident and Office Bearers Liability insurance. Your current policy does not include, and RAA does not provide, any of these additional insurance covers. We recommend that you confirm your insurance requirements including those under the relevant Strata Titles Act and Community Titles Act and enlist an insurance broker to assist you with any additional insurance needs. The RAA Home and Contents Insurance policy does cover you for loss or damage to your home, legal liability and, if shown in your certificate of insurance, fixtures and fittings. The maximum we will cover you for all legal liability claims arising from any one incident is \$20,000,000 and the maximum amount you can claim for home and fixtures and fittings is shown on your Certificate of Insurance.

Home - You have chosen an excess higher than our Basic Excess. As some of our benefits are capped at a certain limit, this may reduce your ability to obtain value from those benefits.

Is this Policy right for you?

We have published a document to help you understand who this policy is suitable for. This is called a target market determination and is available at raa.com.au.

Policy Renewal Information

Your policy automatically renews, but before this policy term ends, we'll send you a renewal notice confirming that we'll continue your insurance cover on the terms set out in the notice. You can opt out of the renewal process at any time by contacting us. If for some reason we're unable to renew your policy, we'll contact you no less than 14 days before your policy would be due to renew.

At renewal, your cover will automatically renew for another period under the new conditions we send you, unless we hear from you. If you'd like to change your policy details or payment details, or cancel your insurance, you'll need to contact us.

Your Duty

We asked you questions before agreeing to insure you. The answers you gave us affected our decision to insure you, so it's important that you answered our questions accurately, honestly, and completely. If any of the information you provided to us is not true or correct, please contact us.

Your PDS provides information about your duty to take reasonable care to not make a misrepresentation. We may consider that you have breached your legal duty if any of the information you provided to us is inaccurate, false, or misleading, or if you withheld information from us. You have this duty until we agree to insure you, including at renewal.

If you breach your legal duty, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both. If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Your Relevant History

You have provided the below information to us. If any of these statements are incorrect, please contact us.

In the last five years no claims have been incurred or lodged with any insurance company.

Questions you must answer on renewal

Please let us know if the answer is "Yes" to any of the following questions:

1. In the past 12 months, have you or any other person insured or covered by this insurance cover:
 - Had any thefts or incidents involving loss or damage at the insured property that were not notified to us?
 - Been charged, been convicted, received a bond for or have charges pending for any criminal or civil offence including arson, burglary or theft, acts of violence, drug related activities, fraud or deception, or aiding or assisting another in crime?
 - Had any insurance policy declined or refused for any reason other than non-payment of premium or a claim rejected either individually or jointly with another party?
2. Is there any person (other than family members permanently living with you) who owns or has an interest in the insured property and who is not shown as an insured person in this certificate?
3. Is there any part of the home which is used for an income earning activity which is not already known to us?
4. Will the property be unoccupied for more than 90 days?
5. Has any information on this certificate changed?
6. Has the condition of your property changed?

If you answered "Yes" to any of the above questions, you must give us full details either in writing or by phoning us on 8202 4567. If the answer is "Yes" and you proceed with your renewal without informing us, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If you answered "No" to all of the above questions, you do not need to call us. Just arrange for payment of the premium by the due date.

GST

If you are registered for GST, you must tell us what percentage of the GST paid on your premium you are entitled to claim as an input tax credit. You should tell us your ABN. If you do not tell us about your entitlement to input tax credits or tell us the incorrect entitlement, you may be liable to pay GST on claims.

Personal Information

We handle personal information in accordance with the 'Privacy Act 1988 (Cth)', including the Australian Privacy Principles, and we deal with personal information in accordance with our Privacy Policy which may be accessed on our website. Further information is also provided in the PDS.

Supporting our members

We understand that you might need extra support at certain times in your life. This could be due to physical or mental health issues, family violence, language, literacy or cultural barriers, living in a remote location or financial distress. We're committed to being there for our members, which is why our staff are trained to identify and assist those who find themselves in vulnerable situations.

If you're experiencing difficulties, please let us know, so that we can help support you. Further information about the support we provide is available at raa.com.au.

How we create and sell insurance products

We're committed to creating and selling our insurance products in an efficient, honest, fair and transparent manner. Further information about how we design and distribute our products is available at raa.com.au.

Financial Services Guide

The purpose of this Financial Services Guide (FSG) is to assist you in deciding whether to use our services by giving you information about the type of services we provide, how we are remunerated and your rights when you have a complaint about the services we provide to you.

The FSG describes the financial services and financial products provided by Royal Automobile Association of South Australia Incorporated (RAA) and the authorised representatives of RAA, in relation to RAA Insurance Limited (RAA Insurance) insurance products.

Who are we?

We are RAA. As an authorised representative (Authorised Representative Number 228575), we provide financial services on behalf of RAA Insurance. In providing those financial services, RAA Insurance acts on its own behalf. We have appointed Agents to act for us. In accordance with the 'Corporations Act 2001 (Cth)' (Act), we have appointed some of them, or their employees, as authorised representatives.

What are we authorised to do?

RAA Insurance is a product issuer for purposes of the Act. RAA Insurance authorises RAA and its authorised representatives to provide general financial product advice on general insurance products and arrange for the issue, variation, and cancellation of all RAA Insurance products. These products include Comprehensive Car, Standard Comprehensive Car, Premium Comprehensive Car, Comprehensive H2P, Comprehensive Veteran and Vintage, Third Party Vehicle, Motorcycle and Mobility Scooter, Caravan and Trailer, Home and Contents, Landlord and Short Stay, and Boat Insurance.

RAA and RAA Insurance do not authorise any of their representatives to provide financial services or financial products for the above-mentioned products, for any other company.

Binder arrangement with RAA Insurance

RAA acts under a binder given by RAA Insurance, authorising it to enter into general insurance contracts on behalf of RAA Insurance.

RAA acts on behalf of RAA Insurance for all purposes connected with the insurance contracts.

How can I provide you with instructions?

You can give us instructions by phone, email or any other means that we agree with you from time to time.

Documents you may receive

A product disclosure statement (PDS) is required to be provided to you at the time RAA Insurance issues you with an insurance product. The PDS is designed to contain the key features, costs, benefits, risks, tax implications and other significant characteristics of the insurance product to enable you to make an informed decision about whether to acquire it.

How are we paid?

RAA Insurance receives the premium that you pay when you buy RAA Insurance products. RAA, as the corporate authorised representative, receives a monthly payment from RAA Insurance, for acting as a product issuer through the RAA Shop network in South Australia and Broken Hill. The payment is based on total premiums received.

RAA employees do not receive commission for individual sales of the RAA Insurance products. However, they do have the opportunity to receive minor rewards.

How do we pay our agents?

RAA's Agents receive commission payments from RAA for the service they provide. Authorised representatives employed by our Agents do not receive commission payments. The commission RAA pays to the Agents is a fixed fee of a maximum of \$50 for each policy sold or renewed.

Compensation arrangements

RAA Insurance holds professional indemnity insurance in respect of the financial services it provides. This professional indemnity insurance complies with the Act. The professional indemnity insurance covers all of the financial services that RAA is authorised by RAA Insurance to provide to you.

How to resolve a complaint or dispute

We want you to be happy with your insurance. If you have a complaint or dispute and are unhappy with something to do with your policy or our service, please call 8202 4567 (Policy) or 8202 4575 (Claims) and speak to one of our consultants, as they may be able to resolve your complaint. You can also make a complaint at one of our shops or by writing to us at membersupport@raa.com.au or 101 Richmond Road, Mile End, SA 5031.

Your complaint will be handled by an appropriate person with the authority, knowledge, and expertise to best handle the situation. We will tell you the name and the contact details of the person assigned to liaise with you about your complaint.

We will keep you informed about the progress of your complaint at least every 10 business days. Unless it is resolved earlier, or you agree to a different timeframe.

If we cannot resolve your complaint or it remains unresolved for 30 days from when you first lodged the complaint, we will tell you the reasons for the delay and the contact details for the Australian Financial Complaints Authority (AFCA). You can seek an external review by contacting AFCA but before a complaint is investigated by AFCA, they will ask that you first talk to us so that we will have an opportunity to resolve the matter.

AFCA is a free service and is an independent and impartial body. You can contact AFCA at:

Website: www.afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678

Fax: 03 9613 6399

Mail: Australian Financial Complaints Authority Limited
GPO Box 3, Melbourne, VIC 3001

Further information about our processes for handling complaints is available at raa.com.au.

This FSG was prepared on 31 August 2021. The distribution of this FSG by RAA and its authorised representatives has been authorised by RAA Insurance.

Authorised Representative

Royal Automobile Association of South Australia Inc

ABN 90 020 001 807

Authorised Representative No. 228575

8202 4600

101 Richmond Road

Mile End, SA 5031

Authorised Licensee

RAA Insurance Ltd

ABN 14 007 872 602

AFSL No. 232525

8202 4567

101 Richmond Road

Mile End, SA 5031

SOUTH AUSTRALIAN METROPOLITAN FIRE SERVICE: HOME FIRE SAFETY INFORMATION

Annexure to Form 1 Statement



SOUTH AUSTRALIAN METROPOLITAN FIRE SERVICE

HOME FIRE SAFETY INFORMATION

For further advice contact the Community Safety Department
South Australian Metropolitan Fire Service on 8204 3611



DOMESTIC SMOKE ALARMS SOUTH AUSTRALIAN LEGISLATION

Since legislation is often written in language that is hard to understand, the following is a plain language interpretation of the legislative requirements.

What types of buildings are required to have smoke alarms?

Regulation 76B of the Regulations under the Development Act, 1993 requires that smoke alarms complying with Australian Standard 3786 be fitted to all "Class 1 and 2 buildings."

Compliance with Australian Standard 3786 will be shown on the smoke alarm packaging.

"Class 1 and 2 buildings" means:

- Any single dwelling including detached houses or attached houses such as row houses, terrace houses, town houses, villa units, etc.
- A boarding house, guest house, hostel or the like with a total floor area not exceeding 300m² and in which not more than 12 persons would ordinarily be resident.
Note: Larger buildings of these types will require a commercial type fire alarm system.
- Any building containing 2 or more *sole-occupancy units* each being a separate dwelling (ie. flats, motel units, apartments and the like) where the building is not required to be fitted with a commercial type fire alarm system.

New Buildings - Building Approval on or after 1st January 1995

Since the 1st January 1995, smoke alarms have been required in all new homes in South Australia. These alarms must be hard wired to the 240 volt mains power supply unless the dwelling is not connected to such a supply. They should also be fitted with a battery to provide power in case of a supply failure. In dwellings not connected to mains power, the South Australian Metropolitan Fire Service (MFS) recommends the installation of smoke alarms powered by 10 year life, non-replaceable, non-removable, permanently connected batteries.

Smoke Alarms – SA Legislation

Existing Buildings – Building approval before 1st January 1995

Change Of Ownership on or after 1st February 1998

From the 1st February 1998, if the land on which any building covered by this legislation is built undergoes a change of ownership (whether before or after 1st January 2000), the new owner must, within 6 months of title transfer, install smoke alarms either:

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

No Change Of Ownership since 1st February 1998

All existing buildings to which this legislation applies, unless subject to other requirements listed above, must be fitted with smoke alarms by **1st January 2000**. These alarms may, as a minimum, be powered by a 9 volt battery.

How many smoke alarms and where?

Every dwelling must be assessed individually to ensure that in the event of a fire occupants of every bedroom in the dwelling will receive an audible warning so that they may safely evacuate.

Some general considerations:

- The smoke alarms should be positioned to protect the escape routes from the bedrooms. In a passage way the alarm should be between the living area and the first bedroom.
- If bedrooms are located in separate parts of the dwelling the escape route from each sleeping area should be protected by at least one smoke alarm.
- If the dwelling is two- or multi-storeyed, in addition to the above considerations, smoke alarms should be located on each level in the vicinity of the stairs to ensure early warning of fire outbreak on a level not currently occupied.
- Where more than one smoke alarm is required, the MFS strongly recommends that they be *interconnected*. Interconnected alarms sound simultaneously when one of them senses smoke thus warning occupants in all parts of the dwelling.
Note: Not all smoke alarms are interconnectable. Ensure that you buy interconnectable alarms for this purpose.

For further advice ring the Community Safety Department 8204 3611

Country callers 1300 737 637

e-mail communitysafety@samfs.sa.gov.au or

visit our website www.mfs.sa.gov.au

or call in to 99 Wakefield Street, Adelaide during business hours.