

Form 1 - Vendor's statement

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

Contents

Preliminary

Part A - Parties and land

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

Part C - Statement with respect to required particulars

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

Schedule



Preliminary

To the purchaser:

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

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

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

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

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

Part A - Parties and land

1 Purchaser:

[Empty text box for Purchaser name]

Address:

[Empty text box for Purchaser address]

2 ~~Purchaser's registered agent:~~

~~[Empty text box for Purchaser's registered agent name]~~

~~Address:~~

~~[Empty text box for Purchaser's registered agent address]~~

3 Vendor:

Bronte Alice Patterson

Address:

8 Maxwell Court Evanston Park SA 5116

4 Vendor's registered agent:

First National Real Estate Burton Groves

Address:

1332 North East Road TEA TREE GULLY SA 5091

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

[Empty text box for date of contract]

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

CT 5343/659

284 Grenfell Road Surrey Downs SA 5126

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:

 (being the vendor's last known address); or
- (c) transmitted by fax or email to the following fax number or email address:

(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:

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

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

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

5 - Effect of service

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

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

Proceeding with the purchase

If you wish to proceed with the purchase -

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

Part C - Statement with respect to required particulars

(section 7(1))

To the purchaser:

~~*I/We,~~ Bronte Alice Patterson

of 8 Maxwell Court Evanston Park SA 5116

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:

Signed:

Date:

Signed:

Date:

Signed:

Date:

Signed:

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

(section 9)



To the purchaser:

I, Kim Henley

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:

Date:

Signed:

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

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

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

Note -

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

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

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

Table of particulars

Column 1

Column 2

Column 3

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

[If an item is not applicable, ensure that the box for the item is empty or else strike out the item or write "NOT APPLICABLE" or "N/A" in column 1.

Alternatively, the item and any inapplicable heading may be omitted, **but not** in the case of-

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

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

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

(d) the heading "29. Planning, Development and Infrastructure Act 2016" and items 29.1 and 29.2, which must be retained as part of this statement whether applicable or not.]

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

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

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

1. General

1.1 Mortgage of land

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

Is this item applicable?

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

Are there attachments?

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



YES

NO

Number of mortgage (if registered):

8773833

Name of mortgagee:

Westpac Banking Corporation

1.2 Easement

(whether over the land or annexed to the land)

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

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

Is this item applicable?

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

Are there attachments?

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

Certificate of Title

Description of land subject to easement:

Over the land marked A

Nature of easement:

Sewerage purposes

Are you aware of any encroachment on the easement?

NO

If YES, give details:

If there is an encroachment, has approval for the encroachment been given?

If YES, give details:

NO

YES

1.3 Restrictive covenant

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

Is this item applicable?

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

Are there attachments?

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

Encumbrance 4641366

Nature of restrictive covenant:

Encumbrance

Name of person in whose favour restrictive covenant operates:

City Centre Estates PTY LTD

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

YES

If NO, give details:

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

NO

NO

YES

14 Lease, agreement for lease, tenancy agreement or licence

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

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

Is this item applicable?

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

Are there attachments?

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

Residential Tenancy Agreement

Name of parties:

Tina Sharrad

Period of lease, agreement for lease etc:

From Periodic

to

Amount of rent or licence fee:

\$ 380.00 per week (period)

Is the lease, agreement for lease etc in writing?

YES

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

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

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

5. Development Act 1993 (repealed)

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

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

Is this item applicable?

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

Are there attachments?

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

Local Government Inquiry Certificate

Condition(s) of authorisation:

See copy of Local Government Inquiry Certificate attached

6. Repealed Act conditions

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

Is this item applicable?

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

Are there attachments?

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

Local Government Inquiry Certificate

Nature of condition(s):

See copy of Local Government Inquiry Certificate attached

[Note - Do not omit this item. This 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

~~*Is this item applicable?*~~

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

~~*Are there attachments?*~~

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

Date of notice:

Amount of levy payable:

29. Planning, Development and Infrastructure Act 2016

29.1 Part 5 - Planning and Design Code

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

Is this item applicable?

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

Are there attachments?

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

Local Government Inquiry Certificate - PlanSA extract

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

Zones: General Neighbourhood (GN)
Overlays and Variations on Local Government Inquiry Certificate - PlanSA extract

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

Is the land designated as a local heritage place?

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?

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?

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

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

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

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

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

~~**Are there attachments?**~~

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

~~Date of authorisation:~~

~~Name of relevant authority that granted authorisation:~~

~~Condition(s) of authorisation:~~

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

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

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

~~**Are there attachments?**~~

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

~~Date of notice:~~

~~Name of person giving notice of proposed work:~~

~~Building work proposed (as stated in the notice):~~

~~Other building work as required pursuant to the Act:~~

29.4 section 140 - Notice requesting access

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

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

~~**Are there attachments?**~~

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

~~Date of notice:~~

~~Name of person requesting access:~~

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

~~Activity of work to be carried out:~~

29.5 section 141 - Order to remove or perform work

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

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

~~**Are there attachments?**~~

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

~~Date of order:~~

~~Terms of order:~~

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

~~Amount payable (if any):~~

29.6 section 142 - Notice to complete development

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

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

~~**Are there attachments?**~~

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

~~Date of notice:~~

~~Requirements of notice:~~

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

~~Amount payable (if any):~~

29.7 section 155 - Emergency order

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

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

~~**Are there attachments?**~~

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

~~Date of order:~~

~~Name of authorised officer who made order:~~

~~Name of authority that appointed the authorised officer:~~

~~Nature of order:~~

~~Amount payable (if any):~~

29.8 section 157 - Fire safety notice

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

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

~~**Are there attachments?**~~

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

~~Date of notice:~~

~~Name of authority giving notice:~~

~~Requirements of notice:~~

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

~~Amount payable (if any):~~

29.9 section 192 or 193 - Land management agreement

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

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

~~**Are there attachments?**~~

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

~~Date of agreement:~~

~~Names of parties:~~

~~Terms of agreement:~~

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

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

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

~~**Are there attachments?**~~

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

~~Date requirement given:~~

~~Name of body giving requirement:~~

~~Nature of requirement:~~

~~Contribution payable (if any):~~

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

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

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

~~**Are there attachments?**~~

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

~~Date of agreement:~~

~~Names of parties:~~

~~Terms of agreement:~~

~~Contribution payable (if any):~~

29.12 Part 16 Division 1 - Proceedings

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

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

~~**Are there attachments?**~~

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

~~Date of commencement of proceedings:~~

~~Date of determination or order (if any):~~

~~Terms of determination or order (if any):~~

29.13 section 213 - Enforcement notice

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

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

~~**Are there attachments?**~~

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

~~Date notice given:~~

~~Name of designated authority giving notice:~~

~~Nature of directions contained in notice:~~

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

~~Amount payable (if any):~~

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

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

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

~~**Are there attachments?**~~

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

~~Date order made:~~

~~Name of court that made order:~~

~~Action number:~~

~~Names of parties:~~

~~Terms of order:~~

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

ANNEXURES

~~There are no documents annexed hereto~~ / The following documents are annexed hereto -

Form R3 – Buyers Information Notice
Copy of certificate(s) of title to the land

- Property Interest Report
- Local Government Inquiry Certificate - including PlanSA Extract
- SA Water
- Land Tax
- Emergency Services Levy Certificate
- Check Search
- Historical Search
- Title and Valuation Package
- Tenancy Agreement

(*Strike out whichever is not applicable)

ACKNOWLEDGEMENT OF RECEIPT OF FORM 1 – VENDOR’S STATEMENT
(Section 7, Land and Business (Sale and Conveyancing) Act 1994)

*I / We the abovenamed Purchaser(s), hereby acknowledge having received this day the Form 1 with the annexures as set out above.

Dated this **Day of** **20**

Signed: _____

Purchaser(s)

Form R3

Buyers information notice

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

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

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

The following questions may help you to identify if a property is appropriate to purchase. In many cases the questions relate to a variety of laws and standards. These laws and standards change over time, so it is important to seek the most up to date information. Various government agencies can provide up to date and relevant information on many of these questions. To find out more, Consumer and Business Services 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 eg sheds and fences?
- Does the property have any significant **defects** eg **cracking** or **salt damp**? Have the wet areas been waterproofed?
- Is the property in a **bushfire** prone area?
- Are the **electrical wiring, gas installation, plumbing and appliances** in good working order and in good condition? Is a **safety switch** (RCD) installed? Is it working?
- Are there any prohibited **gas appliances** in bedrooms or bathrooms?
- Are **smoke alarms** installed in the house? If so, are they hardwired? Are they in good working order and in good condition? Are they compliant?
- Is there a **swimming pool and/or spa pool** installed on the property? Are there any safety barriers or fences in place? Do they conform to current standards?
- Does the property have any **termite** or other pest infestations? Is there a current preventive termite treatment program in place? Was the property treated at some stage with persistent organochlorins (now banned) or other **toxic** termiticides?
- Has fill been used on the site? Is the soil contaminated by **chemical residues** or waste?
- Does the property use **cooling towers** or manufactured warm water systems? If so, what are the maintenance requirements?

Enjoyment

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

Value

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

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

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

REAL PROPERTY ACT, 1886



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 5343 Folio 659

Parent Title(s) CT 3945/36
Creating Dealing(s) CONVERTED TITLE
Title Issued 30/05/1996 **Edition** 2 **Edition Issued** 22/11/1999

Estate Type

FEE SIMPLE

Registered Proprietor

BRONTE ALICE PATTERSON
OF LOT 30 CLIFF ROAD ROSEWORTHY SA 5371

Description of Land

ALLOTMENT 294 DEPOSITED PLAN 9645
IN THE AREA NAMED SURREY DOWNS
HUNDRED OF YATALA

Easements

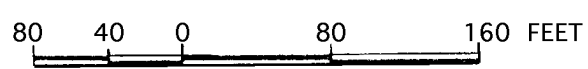
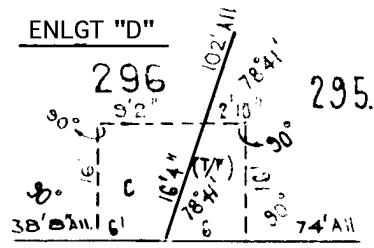
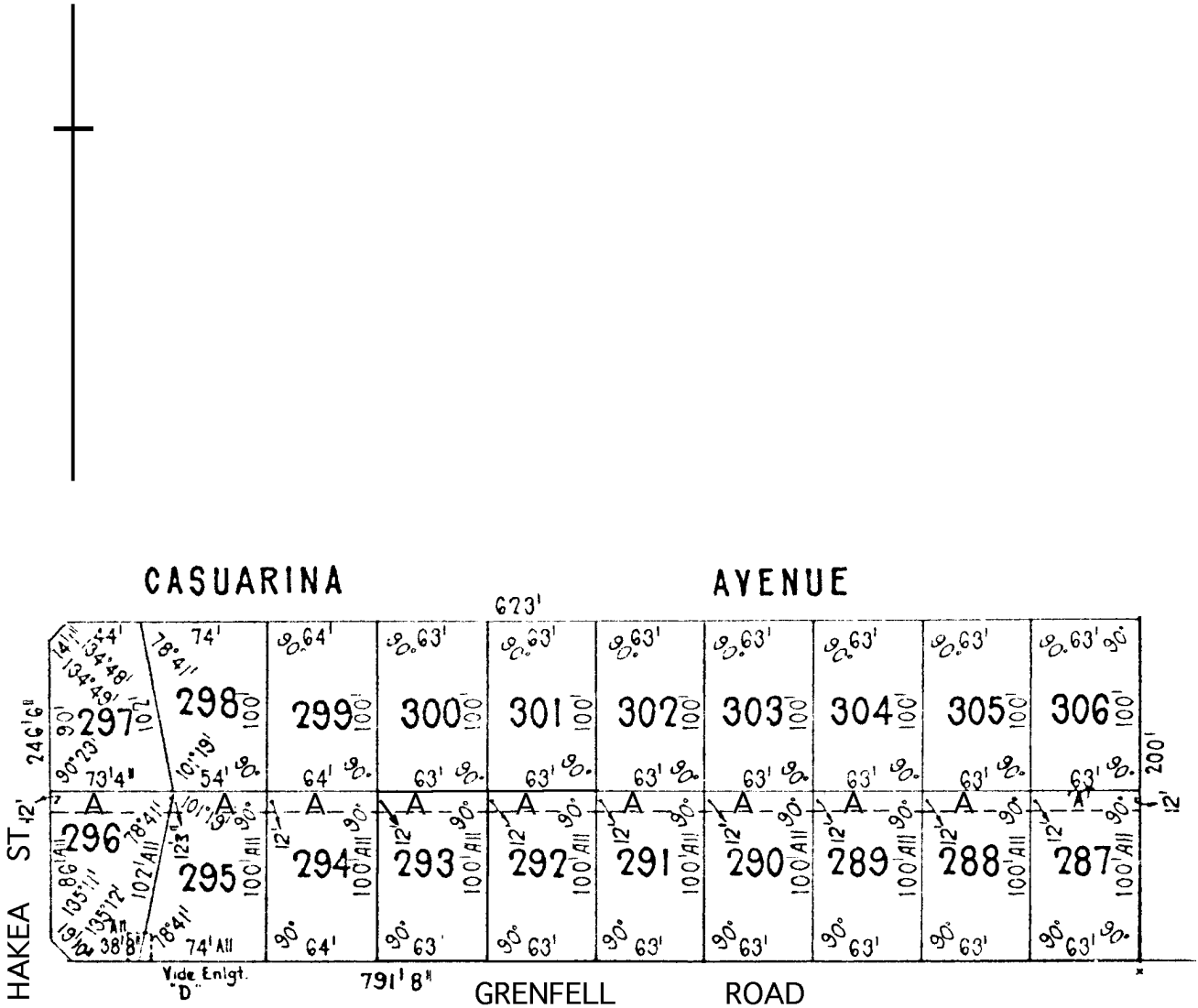
SUBJECT TO SERVICE EASEMENT(S) OVER THE LAND MARKED A FOR SEWERAGE PURPOSES TO SOUTH AUSTRALIAN WATER CORPORATION (223LG RPA)

Schedule of Dealings

Dealing Number	Description
4641366	ENCUMBRANCE TO CITY CENTRE ESTATES PTY. LTD. (SINGLE COPY ONLY)
8773833	MORTGAGE TO WESTPAC BANKING CORPORATION

Notations

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



DISTANCES ARE IN FEET AND INCHES
 FOR METRIC CONVERSION
 1 FOOT = 0.3048 metres
 1 INCH = 0.0254 metres

Property Interest Report

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

Title Reference	CT 5343/659	Reference No. 2619921
Registered Proprietors	B A*PATTERSON	Prepared 31/10/2024 12:43
Address of Property	284 GRENFELL ROAD, SURREY DOWNS, SA 5126	
Local Govt. Authority	CITY OF TEA TREE GULLY	
Local Govt. Address	PO BOX 571 MODBURY SA 5092	

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

Table of Particulars

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

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

Prescribed encumbrance Particulars (Particulars in bold indicates further information will be provided)

1. General

- | | | |
|-----|--|--|
| 1.1 | Mortgage of land
<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title |
| 1.2 | Easement
(whether over the land or annexed to the land)

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

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title |
| 1.3 | Restrictive covenant

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance |
| 1.4 | Lease, agreement for lease, tenancy agreement or licence
(The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title

also

Contact the vendor for these details |
| 1.5 | Caveat | Refer to the Certificate of Title |
| 1.6 | Lien or notice of a lien | Refer to the Certificate of Title |

2. Aboriginal Heritage Act 1988

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

an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

Aboriginal Affairs and Reconciliation in AGD has no record of any agreement affecting this title

also

Refer to the Certificate of Title

3. **Burial and Cremation Act 2013**

- 3.1 section 8 - Human remains interred on land

Births, Deaths and Marriages in AGD has no record of any gravesites relating to this title

also

contact the vendor for these details

4. **Crown Rates and Taxes Recovery Act 1945**

- 4.1 section 5 - Notice requiring payment

Crown Lands Program in DEW has no record of any notice affecting this title

5. **Development Act 1993 (repealed)**

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

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 <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1966</i> (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. <i>Fences Act 1975</i>		
9.1	section 5 - Notice of intention to perform fencing work	Contact the vendor for these details
10. <i>Fire and Emergency Services Act 2005</i>		
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. <i>Food Act 2001</i>		
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. <i>Ground Water (Qualco-Sunlands) Control Act 2000</i>		
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. <i>Heritage Places Act 1993</i>		
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. <i>Highways Act 1926</i>		
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. <i>Housing Improvement Act 1940 (repealed)</i>		
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. <i>Housing Improvement Act 2016</i>		

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

17. *Land Acquisition Act 1969*

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

18. *Landscape South Australia Act 2019*

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

Act

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

19. Land Tax Act 1936

- | | | |
|------|---|---|
| 19.1 | Notice, order or demand for payment of land tax | A Land Tax Certificate will be forwarded.
If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.

Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates www.revenuesaonline.sa.gov.au |
|------|---|---|

20. Local Government Act 1934 (repealed)

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

21. Local Government Act 1999

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

22. Local Nuisance and Litter Control Act 2016

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

23. Metropolitan Adelaide Road Widening Plan Act 1972

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

24. Mining Act 1971

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

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

25. *Native Vegetation Act 1991*

25.1 Part 4 Division 1 - Heritage agreement DEW Native Vegetation has no record of any agreement affecting this title
also
Refer to the Certificate of Title

25.2 section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider DEW Native Vegetation has no record of any agreement affecting this title
also
Refer to the Certificate of Title

25.3 section 25D - Management agreement DEW Native Vegetation has no record of any agreement affecting this title
also
Refer to the Certificate of Title

25.4 Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation DEW Native Vegetation has no record of any refusal or condition affecting this title

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

26.1 section 97 - Notice to pay levy in respect of costs of regional NRM board The regional landscape board has no record of any notice affecting this title

26.2 section 123 - Notice to prepare an action plan for compliance with general statutory duty The regional landscape board has no record of any notice affecting this title

26.3 section 134 - Notice to remove or modify a dam, embankment, wall or other obstruction or object The regional landscape board has no record of any notice affecting this title

26.4 section 135 - Condition (that remains in force) of a permit The regional landscape board has no record of any notice affecting this title

26.5 section 181 - Notice of instruction as to keeping or management of animal or plant The regional landscape board has no record of any notice affecting this title

26.6 section 183 - Notice to prepare an action plan for the destruction or control of animals or plants The regional landscape board has no record of any notice affecting this title

26.7 section 185 - Notice to pay costs of destruction or control of animals or plants on road reserve The regional landscape board has no record of any notice affecting this title

26.8 section 187 - Notice requiring control or quarantine of animal or plant The regional landscape board has no record of any notice affecting this title

26.9 section 193 - Protection order to secure compliance with specified provisions of the Act The regional landscape board has no record of any order affecting this title

26.10 section 195 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act The regional landscape board has no record of any order affecting this title

26.11 section 197 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act The regional landscape board has no record of any authorisation affecting this title

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

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

28. ***Phylloxera and Grape Industry Act 1995***

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

29. ***Planning, Development and Infrastructure Act 2016***

- 29.1 Part 5 - Planning and Design Code
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]
- Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated.
- also
- Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title
- also
- For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority
- also
- Contact the Local Government Authority for other details that might apply to a place of local heritage value
- also
- For details of declared significant trees affecting this title, contact the Local Government Authority

also

Code Amendment

Golden Grove Neighbourhood - The Proponent (YAS Property & Development and Falkenburg Road Pty Ltd) is proposing to rezone land at Golden Grove to support a premium quality master-planned development with open space and new cycling and pedestrian connections. For more information, refer to the 'Code Amendments' page on the PlanSA portal: https://plan.sa.gov.au/have_your_say/ or phone PlanSA on 1800752664.

Code Amendment

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

Ancillary Accommodation and Student Accommodation Definitions Review Code Amendment - The Chief Executive of the Department for Trade and Investment has initiated the Ancillary Accommodation and Student Accommodation Definitions Review Code Amendment to review the definitions for 'ancillary accommodation' and 'student accommodation'. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal https://plan.sa.gov.au/have_your_say/general_consultations or phone PlanSA on 1800752664.

Code Amendment

10-20 Halls Road Highbury – Hallan Nominees Pty Ltd (the Proponent) are proposing to rezone the land at 10-20 Halls Road, Highbury from "Resource Extraction" to "General Neighbourhood" to facilitate low density residential development. Preliminary investigations undertaken by the proponent have concluded that residential uses should be possible with appropriate levels of engineering and protection. For more information, visit the Code Amendments webpage on the SA Planning Portal https://plan.sa.gov.au/have_your_say/general_consultations or phone PlanSA on 1800752664.

29.2	section 127 - Condition (that continues to apply) of a development authorisation <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.3	section 139 - Notice of proposed work and notice may require access	Contact the vendor for these details
29.4	section 140 - Notice requesting access	Contact the vendor for these details
29.5	section 141 - Order to remove or perform work	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.6	section 142 - Notice to complete development	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.7	section 155 - Emergency order	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.8	section 157 - Fire safety notice	Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.9	section 192 or 193 - Land management agreement	Refer to the Certificate of Title
29.10	section 198(1) - Requirement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.11	section 198(2) - Agreement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.12	Part 16 Division 1 - Proceedings	Contact the Local Government Authority for details relevant to this item also Contact the vendor for other details that might apply
29.13	section 213 - Enforcement notice	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.14	section 214(6), 214(10) or 222 - Enforcement order	Contact the Local Government Authority for details relevant to this item also

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

30. *Plant Health Act 2009*

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

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

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

Contact the Local Government Authority for other details that might apply

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

Contact the Local Government Authority for other details that might apply

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

Contact the Local Government Authority for other details that might apply

32. *South Australian Public Health Act 2011*

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

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

Contact the Local Government Authority for other details that might apply

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

Contact the Local Government Authority for other details that might apply

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

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

34. *Water Industry Act 2012*

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

also

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

also

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

also

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

also

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

35. *Water Resources Act 1997 (repealed)*

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

36. Other charges

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

Other Particulars

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

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

Certificate No: **2024/1131**

Date of Issue: **01 November
2024**

Receipt No: **500514**



CITY OF
TEA TREE GULLY
Naturally Better

571 Montague Road
Modbury SA 5092
Tel (08) 8397 7444
Fax (08) 8397 7400
TTY (08) 8397 7340

www.teatreegully.sa.gov.au
Email: searches@cttg.sa.gov.au

First National Real Estate Burton Groves
PO Box 200
ST AGNES SA 5097

CERTIFICATE

Section 187 (1) of the Local Government Act

Assessment No: **177418**
Valuer General No: **2821161003**
Property Description: **LOT: 294 DP: 9645 CT: 5343/659**
Property Address: **284 Grenfell Road SURREY DOWNS SA 5126**
Owner: **Ms Bronte Alice Patterson**

Rates - Regional Landscape Levy	\$36.00
Rates - Residential	\$1,518.05
Overdue/Arrears	\$0.00
Interest/Rounding	\$0.00
Legal Costs	\$0.00
Less Rebate	\$0.00
Less Payments Received	-\$390.05
General Debtors	\$0.00
Total Amount Due	\$1,164.00

Please Note:

Further fines & interest may be applied to overdue accounts.

NOTE: Verbal updates will be available for 3 months on current year's rates from the date of issue of this certificate

Charges may be pending for the removal of flammable undergrowth or other flammable or combustible materials or substances under the Fire and Emergency Services Act 2005. The charges that apply will be those that are incurred by the Council.

I certify in terms of Section 187(1) of the Local Government Act the following rates and charges are outstanding as at the date of this certificate:

Delegated Officer: 



We accept settlement payment of council rates

BPay Biller Code: 439075 / Reference # 1001774189

Account balance and payment available online: Go to www.teatreegully.sa.gov.au/Payments

LOCAL GOVERNMENT INQUIRY CERTIFICATE

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



CITY OF
TEA TREE GULLY
Naturally Better

Certificate No: **2024/1131**
Assessment No: **177418**
Receipt No: **500514**

Date of Issue: **01 November 2024**

571 Montague Road
Modbury SA 5092
Tel (08) 8397 7444
Fax (08) 8397 7400
TTY (08) 8397 7340

www.teatreegully.sa.gov.au
Email: searches@cttg.sa.gov.au

First National Real Estate Burton Groves
PO Box 200
ST AGNES SA 5097

Valuer General No: **2821161003**
Property Description: **LOT: 294 DP: 9645 CT: 5343/659**
Property Address: **284 Grenfell Road SURREY DOWNS SA 5126**
Owner: **Ms Bronte Alice Patterson**

Provision of Prescribed Information

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

The information herein is provided pursuant to Council's Obligations under Section 12 of the Land and Business (Sales and Conveyancing) Act 1994.

Development Section

Prescribed Encumbrance	Particulars Required
Part 1 – Items that must be included in statement	
Development Act 1993 (Repealed)	
Section 42 – Condition (that continues to apply) of a development authorisation)	14 April 2015 - Development Application - Approved - 2015/00108779 - Remove one (1) Regulated River Red Gum
Repealed Act Conditions	
<i>Disclaimer: The nature of the City of Tea Tree Gully records are such that it cannot provide details of conditions (that continue to apply) of provisional building rules consent (or its equivalent) granted under the following repealed Acts.</i>	
Condition (that continues to apply) of an approval or authorisation granted under any of the following Acts: Building Act 1971 (repealed) City of Adelaide Development Control Act 1976 (repealed) Planning and Development Act 1966 (repealed) Planning Act 1982 (repealed)	03 April 1986 - Provisional Building Rules - Approved - 1986/00031751 - Sunroom 09 October 1981 - Provisional Building Rules - Approved - 1981/00014439 - Verandah 13 December 1979 - Provisional Building Rules - Approved - 1979/00008869 - Carport
Planning, Development and Infrastructure Act 2016	

Part 5 – Planning and Design Code Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code)	Refer PlanSA Extract
Is the land situated in a designated State Heritage place?	Refer PlanSA Extract
Is the land designated as a place of local heritage value?	Refer PlanSA Extract
Is there a tree declared to be a significant tree or a stand of trees declared to be significant trees on the land?	Refer PlanSA Extract
Is there a current amendment to the Planning and Design Code released for public consultation by the State Planning Commission on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?	Refer to Property Interest Report Land Services SA
Section 127 – Condition (that continues to apply) of a development authorisation	Refer PlanSA Extract
Part 2 – Items to be included if land affected	
Development Act 1993 (repealed)	
Section 50(1) – Requirement to vest land in a council or the Crown to be held as open space	N/A
Section 50(2) – Agreement to vest land in a council or the Crown to be held as open space	N/A
Section 55 – Order to remove or perform work	NIL
Section 56 – Notice to complete development	NIL
Section 57 – Land Management Agreement	See Title for Details
Section 69 – Emergency Order	NIL
Section 71 – Fire Safety Notice	NIL
Section 84 – Enforcement Notice	NIL
Section 85(6), 85(10) or 106 – Enforcement Order	NIL
Part 11 Division 2 – Proceedings	NIL
Fire and Emergency Services Act 2005	
Section 105f - Notice of action required concerning flammable materials on land / Notice of action required to protect against outbreak or spread of fire	NIL
Food Act 2001	
Section 44 – Improvement Notice	NIL

Section 46 – Prohibition Order	NIL
Housing Improvement Act 1940 (repealed)	
Section 23 – declaration that house is undesirable or unfit for human habitation	NIL
Local Government Act 1934 (repealed)	
Notice, order, declaration, charge, claim or demand given or made under the Act	NIL
Local Government Act 1999	
Notice, order, declaration, charge, claim or demand given or made under the Act	NIL
Planning, Development and Infrastructure Act 2016	
Section 141 – Order to remove or perform work	NIL
Section 142 – Notice to complete development	NIL
Section 155 – Emergency order	NIL
Section 157 – Fire safety notice	NIL
Section 192 or 193 – Land Management Agreement	Refer PlanSA Extract
Section 198(1) – Requirement to vest land in a council or the Crown to be held as open space	N/A
Section 198(2) – Agreement to vest land in a council or the Crown to be held as open space	NIL
Part 16 Division 1 – Proceedings	NIL
Section 213 – Enforcement notice	NIL
Section 214(6), 214(10) or 2222 – Enforcement Order	NIL
Public and Environmental Health Act 1987 (repealed)	
<i>Disclaimer: The wastewater from the septic tank must be disposed of in accordance with all relevant Standards & Codes. The nature of the City of Tea Tree Gully records are such that it cannot provide details of conditions (that continue to apply) under the above repealed Act.</i>	
South Australian Public Health Act 2011	

Notice, order, declaration, charge, claim or demand given or made under the Act	NIL
Additional Information (City of Tea Tree Gully)	
<i>Note: The following is provided for additional information purposes only and is not provided pursuant to the Land and Business (Sale and Conveyancing) Act 1994 or Regulations 2010</i>	
Miscellaneous	NIL
Easements	EASEMENT – SA WATER
CWMS	NIL

Particulars relating to Environment Protection

Does the council hold details of any development approvals relating to

- (a) Commercial or industrial activity at the land; or
- (b) A change in the use of the land or part of the land (within the meaning of the *Development Act 1993* or the *Planning, Development and Infrastructure Act 2016*)

NO

All development approvals on Council records relating to this subject are listed under the heading “Development Act 1993 or the Planning, Development and Infrastructure Act 2016”

Note – Building Indemnity Insurance is not required for:

- a) Domestic building work for which approval under the Planning, Development and Infrastructure Act 2016, the Development Act 1993 or the repealed Building Act 1971 is or was not required;
- b) minor domestic building work (see section 3 of the Building Work Contractors Act 1995);
- c) Domestic building work commenced before 1 May 1987; or
- d) Building work in respect of which an exemption from the application of Division 3 of Part 5 of the Building Work Contractors Act 1995 applies under the Building Work Contractors Regulations 1996; or
- e) Building work in respect of which an exemption from the application of Division 3 of Part 5 of the Building Work Contractors Act 1995 has been granted under section 45 of that Act.

BUILDING INDEMNITY INSURANCE AS ATTACHED OR AS PROVIDED ON PLANSA EXTRACT

NO

*Please note Council may not hold a copy of Building Indemnity Insurance if the Application has been undertaken by a Private Certifier.

Disclaimer

The nature of the City of Tea Tree Gully's records is such that it may not be able to provide details of Building Indemnity Insurance.

The City of Tea Tree Gully endeavours to ensure that the information provided by this search request is current and accurate, however cannot guarantee the accuracy, currency or completeness of the information contained within.

All information provided by this search is for information purposes only and no reliance should be placed on this information for any possible legal purpose or any circumstance where loss or damage could arise as a result of reliance on this information.

The City of Tea Tree Gully does not accept any responsibility or liability should you rely upon the information provided by this property search to your detriment, except as provided by statute. The information herein is provided pursuant to the Council's obligations under Section 7 of the Land Business (Sales and Conveyancing) Act, 1994. The information provided should not be taken as a representation as to whether or not any other charges or encumbrances affect the subject land.

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.

Authorised Officer



Date...01/11/2024.....



DECISION NOTIFICATION FORM

Development Number: **070/108779/2015**

For Development Application: Dated: 10/04/2015
Registered On: 10/04/2015

TO:

Ms B Patterson
15 Carnoustie Way
MEDOWIE NSW 2318

LOCATION OF PROPOSED DEVELOPMENT:

284 Grenfell Road SURREY DOWNS 5126

Formal Property Title: LOT: 294 ALP: SEC: 2128 DP: 9645 CT: 5343/659

Valuer General Number: 2821161003

Development Cost: \$1,700.00

Nature of Proposed Development:

Remove one (1) Regulated River Red Gum

In respect of this proposed development you are informed that:

Nature Of Decision	Consent Granted	Date	No of Conditions
Development Plan Consent	Granted	13/04/2015	2
Building Rules Consent	Not Required		
DEVELOPMENT APPROVAL	Granted	14/04/2015	2

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

Signed:

Planning Officer: Daniel Oest
Delegate of Council

Date: 14/04/2015

PO Box 571 Modbury SA 5092
ABN 69 488 562 969

Tel 08 8397 7444 Fax 08 8397 7400
Email cttg@cttg.sa.gov.au www.teatreegully.sa.gov.au

APPLICATION NO: 070/108779/2015

APPROVED DATE: 14/04/2015

Development Plan Consent Conditions

- (1) The development must be undertaken, completed and maintained in accordance with the plan(s) and information detailed in Application No. 070/108779/2015 except where varied by any condition(s) listed below.
- (2) In lieu of planting two (2) replacement trees, \$164.00 (\$82.00 per tree) must be paid into the City of Tea Tree Gully Urban Trees Fund within one month of the tree(s) being removed. Payment may be made in person at the Civic Centre or by completing the attached form and posting to P.O. Box 571 MODBURY SA 5092.
Reason: To ensure compliance with the legislative requirement for the planting of replacement trees, pursuant to Section 42(4) of the Development Act 1993.

Note(s):

- (1) The cost of rectifying any damage or conflict with any existing services or infrastructure arising out of this development will be borne by the applicant.
- (2) Any works undertaken on Council owned land (including but not limited to works relating to reserves, crossing places, landscaping, footpaths, street trees and stormwater connections and underground electrical connections), shall require a separate authorisation from Council. Further information and/or specific details can be obtained by contacting Council's Civil Operations department on 8397 7444.

IMPORTANT INFORMATION – PLEASE READ

The following information may be relevant to your authorisation. Please read carefully

Operative life of your authorisation

Other than where an extension of time has been granted, or where the application is for a variation to a previous development authorisation, this approval will lapse 12 months after the date of the approval (or, in matters where there has been a Court appeal, the finalisation of that appeal). If the relevant development has been lawfully commenced by substantial work within 12 months, then the approval will remain valid for 3 years from the date of the approval (see regulation 48 of the *Development Regulations 2008*). As a guide, for developments involving new residential dwellings, substantial commencement has generally been considered by the Court to consist of the pouring of the footings and slab.

Where the approval is for a variation to an earlier development authorisation, the lifespan of the approval will be calculated from the date of the earlier approval, unless otherwise approved by Council (see section 39(7)(d) of the *Development Act 1993*).

Variations

If you want to modify your development, or modify or remove any condition, then an application to vary your approval will need to be submitted to Council for assessment. For further information, please contact Council's City Development Department on 8397 7444.

Reserved matters for assessment

Where particular elements of Council's assessment are reserved pursuant to section 33(3) of the *Development Act 1993*, the approval is not formally granted until the reserved matter or matters have been addressed to Council's satisfaction. Construction cannot commence until each reserved matter has been appropriately dealt with.

Extension of time

An application may be made to Council to extend the time for commencing and completing the development. A request must be made in writing to Council and accompanied by the prescribed fee (see section 40(3) of the *Development Act 1993* and regulation 48(2) of the *Development Regulations 2008*).

Your right of appeal

You may have a right of appeal to the Environment, Resources and Development (ERD) Court against the decision if it is either a refusal or an authorisation with conditions. An appeal must be lodged within two months from the date on which you receive notice of the decision or such longer period as the Court may allow (see section 86(4) of the *Development Act 1993*). Please contact the ERD Court, not the Council, for further information if you want to appeal. The Court is situated in the Sir Samuel Way Building, Victoria Square, Adelaide, Telephone: 8204 0300.

Category 3 applications

A third party representor in a Category 3 development has a right to appeal against the Council's decision within 15 days of the date of the decision (see section 38(14) of the *Development Act 1993*). Approvals for Category 3 developments that were the subject of third party representations therefore must not be acted upon for fifteen business days from the date of the decision. It is recommended that you contact the ERD Court fifteen days after the date of the decision to determine if an appeal has been lodged by a third party. If there is an appeal by a third party, the approval should not be acted upon until either the determination of, or withdrawal of, the appeal.

Data Extract for Section 7 search purposes

Valuation ID 2821161003

Data Extract Date: 01/11/2024

Parcel ID: D9645 A294

Certificate Title: CT5343/659

Property Address: 284 GRENFELL RD SURREY DOWNS SA 5126

Zones

General Neighbourhood (GN)

Subzones

No

Zoning overlays

Overlays

Affordable Housing

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

Defence Aviation Area (All structures over 15 metres)

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

Hazards (Flooding - 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.

Prescribed Wells Area

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

Regulated and Significant Tree

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

Stormwater Management

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

Urban Tree Canopy

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

Is the land situated in a State Heritage Place/Area

No

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

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

Is the land designated as a Local Heritage Place

No

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

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

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

No

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

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

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

Associated Development Authorisation Information

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

No

Land Management Agreement (LMA)

No

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
28 21161 00 3	CT5343659	1/11/2024	7922	2619921

BURTON GROVES & WELSH PTY LTD
 PO BOX 200
 ST AGNES SA 5097
 mail@burtongroves.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: BA PATTERSON
 Location: 284 GRENFELL RD SURREY DOWNS LT 294
 Description: 5H SH CP S/RM Capital Value: \$ 510 000
 Rating: Residential

Periodic charges

Raised in current years to 31/12/2024

			\$
	Arrears as at: 30/6/2024	:	0.00
Water main available:	1/10/1973	Water rates	157.20
Sewer main available:	1/10/1973	Sewer rates	173.90
		Water use	86.70
		SA Govt concession	0.00
		Recycled Water Use	0.00
		Service Rent	0.00
		Recycled Service Rent	0.00
		Other charges	0.00
		Goods and Services Tax	0.00
		Amount paid	417.80CR
		Balance outstanding	0.00

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

Next quarterly charges: Water supply: 78.60 Sewer: 86.95 Bill: 1/1/2025

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

The last Water Use Year ended on 11/06/2024.

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

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

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/>

South Australian Water Corporation

Name:
BA PATTERSON

Water & Sewer Account
Acct. No.: 28 21161 00 3

Amount: _____

Address:
284 GRENFELL RD SURREY DOWNS LT
294

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	2821161003



Bill code: 8888
Ref: 2821161003

Telephone and Internet Banking — BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More information at bpay.com.au



Paying online

Pay online at www.sawater.com.au/paynow for a range of options. Have your account number and credit card details to hand.



Paying by phone

Call 1300 650 870 and pay by phone using your Visa/Mastercard 24/7.

SA Water account number: 2821161003





RevenueSA

DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 865
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

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

PIR Reference No: 2619921

DATE OF ISSUE

01/11/2024

FIRST NATIONAL REAL ESTATE
BURTON GROVES
POST OFFICE BOX 200
ST AGNES SA 5097

ENQUIRIES:

Tel: (08) 8226 3750

Email: landtax@sa.gov.au

OWNERSHIP NAME

B A PATTERSON

FINANCIAL YEAR

2024-2025

PROPERTY DESCRIPTION

284 GRENFELL RD / SURREY DOWNS SA 5126 / LT 294

ASSESSMENT NUMBER

2821161003

TITLE REF.

(A "+" indicates multiple titles)

CT 5343/659

TAXABLE SITE VALUE

\$385,000.00

AREA

0.0602 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

30/01/2025



**Government of
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



RevenueSA

DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

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

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

Online at:

OR

By Post to:

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001



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: 2619921

FIRST NATIONAL REAL ESTATE
BURTON GROVES
POST OFFICE BOX 200
ST AGNES SA 5097

DATE OF ISSUE

01/11/2024

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

OWNERSHIP NUMBER	OWNERSHIP NAME			
11639803	B A PATTERSON			
PROPERTY DESCRIPTION				
284 GRENFELL RD / SURREY DOWNS SA 5126 / LT 294				
ASSESSMENT NUMBER	TITLE REF.	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
	(A "+" indicates multiple titles)			
2821161003	CT 5343/659	\$510,000.00	R4 1.000	RE 0.400
LEVY DETAILS:		FIXED CHARGE	\$	50.00
		+ VARIABLE CHARGE	\$	192.15
FINANCIAL YEAR		- REMISSION	\$	118.35
2024-2025		- CONCESSION	\$	0.00
		+ ARREARS / - PAYMENTS	\$	-123.80
		= 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 30/01/2025



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 OF THIS CERTIFICATE CAN ONLY BE MADE

Online at:

OR

By Post to:

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001

Certificate of Title

Title Reference: CT 5343/659
Status: CURRENT
Edition: 2

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 Title

Title Reference: CT 5343/659
Status: CURRENT
Parent Title(s): CT 3945/36
Dealing(s) Creating Title: CONVERTED TITLE
Title Issued: 30/05/1996
Edition: 2

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
02/10/2013	22/10/2013	12017179	VESTING (GLOBAL UPDATE)	REGISTERED	WESTPAC BANKING CORPORATION 8773833
26/10/1999	23/11/1999	8773833	MORTGAGE	REGISTERED	ST.GEORGE BANK LTD. (ACN: 055 513 070)
26/10/1999	23/11/1999	8773832	TRANSFER	REGISTERED	BRONTE ALICE PATTERSON
26/10/1999	23/11/1999	8773831	DISCHARGE OF MORTGAGE	REGISTERED	7646968
20/01/1994	07/02/1994	7646968	MORTGAGE	REGISTERED	
07/11/1980	07/11/1980	4641366	ENCUMBRANCE	REGISTERED	

Certificate of Title

Title Reference	CT 5343/659
Status	CURRENT
Easement	YES
Owner Number	11639803
Address for Notices	CARE FIRST NATIONAL BUR 1332 NORTH EAST RD TEA TREE GULLY 5091
Area	600m ² (APPROXIMATE)

Estate Type

Fee Simple

Registered Proprietor

BRONTE ALICE PATTERSON
OF LOT 30 CLIFF ROAD ROSEWORTHY SA 5371

Description of Land

ALLOTMENT 294 DEPOSITED PLAN 9645
IN THE AREA NAMED SURREY DOWNS
HUNDRED OF YATALA

Last Sale Details

Dealing Reference	TRANSFER (T) 8773832
Dealing Date	20/10/1999
Sale Price	\$29,000
Sale Type	TRANSFER FOR FULL MONETARY CONSIDERATION

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
ENCUMBRANCE	4641366	CITY CENTRE ESTATES PTY. LTD. (ACN: 007 659 127)
MORTGAGE	8773833	WESTPAC BANKING CORPORATION

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
2821161003	CURRENT	284 GRENFELL ROAD, SURREY DOWNS, SA 5126

Notations

Dealings Affecting Title

NIL

Notations on Plan

NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	2821161003
Type	Site & Capital Value
Date of Valuation	01/01/2024
Status	CURRENT
Operative From	01/07/1973
Property Location	284 GRENFELL ROAD, SURREY DOWNS, SA 5126
Local Government	TEA TREE GULLY
Owner Names	BRONTE ALICE PATTERSON
Owner Number	11639803
Address for Notices	CARE FIRST NATIONAL BUR 1332 NORTH EAST RD TEA TREE GULLY 5091
Zone / Subzone	GN - General Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1100 - House
Description	5H SH CP S/RM
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
D9645 ALLOTMENT 294	CT 5343/659

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$385,000	\$510,000			
Previous	\$360,000	\$490,000			

Building Details

Valuation Number	2821161003
Building Style	Conventional
Year Built	1974
Building Condition	Good
Wall Construction	Brick
Roof Construction	Tiled (Terra Cotta or Cement)
Equivalent Main Area	133 sqm
Number of Main Rooms	6

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



RESIDENTIAL TENANCY AGREEMENT

SCHEDULE

Landlord BRONTE PATTERSON
Address 37 BELLA STREET
GAWLER 5118

8 Maxwell Court
Evanston Park S116

ABN

Tenant/s TINA SHARRAD

Address 20 RIVERGUM CLOSE
WALKLEYS HEIGHTS 5098

Agent Burton Groves First National

Address 1332 North East Road Tea Tree Gully SA 5091

Phone No. (08)8265 5511 **Facsimile No.** (08)8265 2355 **email**

ABN 59 008 093 598

The Premises

Address 284 GRENFELL ROAD SURREY DOWNS

Postcode 5126

Inclusions

Reservation of any part of the premises for landlords own use.

NIL

The term of the agreement is: starting on 29 / 04 / 05 **and ending on** 28 / 04 / 06

For continuation of tenancy, see clause 5.4

Rent: \$ 440.00 fortnight

in words FOUR HUNDRED AND FORTY DOLLARS PER FORTNIGHT

First payment of \$ 440.00 on 29 / 04 / 05 with next payment of \$ 440.00 on 13 / 05 / 05

Rent of \$ 440.00 must be paid on the FRIDAY of each FORTNIGHT thereafter

Payment method Cash Bank Deposit Book Direct Debit from Bank Account
 Rent Card Bank Cheque Other

Place rent must be paid (if applicable)

Security bond: \$ 880.00

[Handwritten initials]

The tenant must pay the charges for the following services supplied to the premises:

electricity telephone gas

water All water & sewerage use charges; OR SEE ANNEXTURE A CLAUSE 6

any other prescribed service

If the premises are not individually metered for a service the tenant must pay an apportionment of the cost of the service as

electricity NIL

telephone NIL

gas NIL

other prescribed service

Number and names of persons allowed to reside on the premises

BIANCA SHARRAD

KRISTY ANNE SHARRAD

Are there any body corporate by-laws or articles applicable to the occupation of the premises by a tenant? No

If so, has the tenant received a copy of the relevant by-laws or articles? No

Pets approved Yes

Only the following pet types and numbers may be kept:

type AQUARIUM numbers

Nominated repairers Agent's consent must first be obtained prior to any repairs

Electrical repairs BURTON GROVES FIRST NATIONAL Telephone 8265 5511

Plumbing repairs BURTON GROVES FIRST NATIONAL Telephone 8265 5511

Other Terms Insert other special terms the parties agree to below

none as detailed below see annexure attached

NO SMOKING INSIDE THE PREMISES

EXECUTION:

Signed by the Tenant(s)

Witness

Date



20/4/05

The Tenant(s) acknowledge receipt of:


- Information Brochure - Residential Tenancies Act 1995 Yes No
- Statutory Notice for Short Term Fixed Tenancy (if less than 90 days) Yes No
- Inspection Report (2 copies) Yes No
- A copy of this Agreement Yes No
- Keys Yes No

Number of keys

Signed by or on behalf of the Landlord

Witness

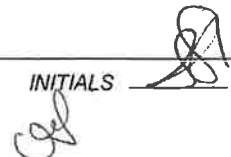
Date



20/4/05

- Landlord
- Letting Agent as authorised

NOTE: ALL PARTIES SHOULD INITIAL ALL PAGES





RESIDENTIAL TENANCY AGREEMENT

TERMS AND CONDITIONS

1. INTERPRETATION

In this Agreement, unless the contrary intention is apparent:-

- 1.1 "the agent", "the landlord", "the premises", "the security bond", "the tenant", "the term", are as identified or specified in the schedule;
- 1.2 "the Act" means the Residential Tenancies Act 1995;
- 1.3 "the Ancillary Property" is as identified or specified in the Inspection Sheets;
- 1.4 "the Property" means the Premises and the Ancillary Property (if any);
- 1.5 "the Rent" means the rental amount specified in the Schedule as varied from time to time;
- 1.6 the singular includes the plural and vice versa and references to natural persons include Corporations and vice versa;
- 1.7 where more than one person is a party to this Agreement, the terms and conditions to be performed by them bind them all jointly and severally.

2. AGREEMENT TO RENT

The Landlord agrees to rent the Property to the Tenant on these terms and conditions.

3. TENANTS OBLIGATIONS

- 3.1 Subject to the Act the Tenant must:-
 - 3.1.1 pay the Rent to the Agent in full in the manner and at the times stated, unless the Agent has given the Tenant a notice in writing setting out an alternative method.
 - 3.1.2 pay the Security Bond, as increased from time to time to the Agent;
 - 3.1.3 excepting land tax pay for all outgoings of the property including gas, oil, electricity and telephone together with rates and charges for water supply and as specified in the Schedule;

- 3.1.4 keep the Property clean and secure, immediately notify the Landlord or the Agent of any damage to the Property and report immediately to the Landlord or the Agent any breakdown or fault in the equipment, electrical or plumbing services in or to the Property;
- 3.1.5 pay the cost of repair to "the Plumbing" (as defined in Clause 3.2.3) when damage to it is as a result of a breach by the Tenant of this Agreement;
- 3.1.6 keep the Property clear of rubbish; place household rubbish in a bin of the type approved by the local Council; put the bin out for collection on the day of collection and retrieve it as soon as possible after it has been emptied;
- 3.1.7 regularly mow the lawn, weed and water the garden to at least maintain any garden that is part of the Property to the same standard as applied at the commencement of the Term;
- 3.1.8 keep all drains clear and not negligently nor intentionally do anything that will interfere with the proper operation of any plumbing or drainage system on the land.
- 3.1.9 use the Premises solely as a place of residence;
- 3.1.10 pay the cost of any repairs necessary because of damage to the Property as the result of an act or omission of the Tenant or any invitee of the Tenant;
- 3.1.11 Allow the Landlord and/or the Agent to enter the Premises:-
 - 3.1.11.1 Immediately in the case of emergency;
 - 3.1.11.2 to inspect the Property or for any other purpose at any reasonable hour on not less than seven (7) nor more than fourteen (14) days prior written notice;

- 3.1.11.3 at a previously arranged time but not more than once every week to collect the Rent
- 3.1.11.4 to carry out repairs or maintenance at any reasonable time after giving the Tenant not less than forty eight (48) hours notice;
- 3.1.11.5 for the purpose of showing the Property to prospective tenants at any reasonable hour and on a reasonable number of occasions during a period of twenty eight (28) days prior to the end of the Term, after giving the Tenant reasonable notice;
- 3.1.11.6 for the purpose of showing the Property to prospective purchasers at any reasonable hour and on a reasonable number of occasions, after giving 4 days notice for scheduled "opens" and 24 hours notice for "Inspections by appointment".
- 3.1.11.7 with the consent of the Tenant given at or immediately before the time of entry;

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

- 3.1.13 where the Property includes a swimming pool:-
 - 3.1.13.1 supply and bear the cost of all necessary labour chemicals and treatments to maintain the present condition of the swimming pool;
 - 3.1.13.2 observe any instructions from the Landlord about the use or maintenance of the swimming pool including the correct chemical levels;
 - 3.1.13.3 not drain the swimming pool without prior written consent of the Landlord; and
 - 3.1.13.4 advise the Landlord or the Agent immediately upon becoming aware of any equipment being damaged or malfunctioning or of the condition of the pool deteriorating such that remedial treatment is required;

- 3.1.14 Insure all Tenants belongings against all risks.

- 3.1.15 The Tenant shall indemnify and keep indemnified the Landlord and the agent against all claims whatsoever brought by any party against the Landlord, Agent or Occupant of the Premises arising from the Tenant's breach of this agreement and of any negligence arising from the Tenants use of the premises.

- 3.2 The Tenant must not without the prior written consent of the landlord;
 - 3.2.1 use or cause or permit the Property to be used other than a residential premises or for an illegal or unauthorised purpose;
 - 3.2.2 intentionally or negligently cause or allow someone else to intentionally or negligently damage the Property (including driving nails, plugs or screws or fixing any adhesive material to any part of the Property);
 - 3.2.3 use any sink, basin, bath, lavatory, drain or similar facility ("the Plumbing") in or connected to the Property for other than their intended purpose;
 - 3.2.4 damage the plumbing or the drainage or sewerage systems of the Property;
 - 3.2.5 affix any fixture or make any renovation alteration or addition to the Premises;
 - 3.2.6 remove or alter any fixture or device on or in the Property (except Tenants fixtures for which permission has been obtained, unless removal of those fixtures would irreparably damage the premises);
 - 3.2.7 cause or permit a nuisance either by themselves or any other person with any interference with the reasonable peace comfort or privacy of any person who resides in the immediate vicinity of the Property;
 - 3.2.8 assign this Tenancy or sublet the Premises;
 - 3.2.9 fix any television antenna to the Premises;
 - 3.2.10 install any air-conditioning unit on or in the Premises;
 - 3.2.11 keep any animals (including reptiles, mammals, birds, poultry or fish) on the Premises;
 - 3.2.12 permit any bicycle or motor cycle to be brought into the living areas of the Premises or left anywhere in or near the Premises other than in an agreed parking place;
 - 3.2.13 place any advertisement, notice or sign on or in the Premises;
 - 3.2.14 interfere with any machinery, plant or equipment belonging to the Landlord on the Premises other than to operate it in accordance with the Landlords or the manufacturers instructions;

- 3.2.15 allow any person other than the intended occupants notified to the Landlord prior to the commencement of this Agreement to remain on the Premises for more than fourteen (14) days; or
- 3.2.16 alter, remove or add any locks or other security devices in the Premises and if the locks are changed the party changing them must give the other party a key as soon as practicable (except where the Tenant is in default of this agreement).

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

- 3.3.1 park any motor vehicle in any place other than an allotted parking space;
- 3.3.2 deposit any rubbish around the premises or any neighbouring premises other than in a bin provided for the purpose;
- 3.3.3 place any pot or plant container on any window sill, balustrade, balcony or passageway or in any common areas;
- 3.3.4 hang washing anywhere other than in areas provided for that purpose; or
- 3.3.5 use any communal laundry outside the times set by the Landlord.

4. LANDLORDS RIGHTS AND OBLIGATIONS

- 4.1 The Landlord must:-
 - 4.1.1 provide the Property in a reasonable state of cleanliness;
 - 4.1.2 provide and maintain the Property in a reasonable state of repair having regard to its age character and prospective life, however the Landlord will not be regarded as being in breach of the obligation to repair unless the Landlord has been given written notice by the Tenant of the defect requiring repair and the Landlord fails to act with reasonable diligence to have the defect repaired;
 - 4.1.3 provide and maintain such locks and other devices as are necessary to ensure that the premises are reasonably secure;
 - 4.1.4 pay all rates, taxes and charges imposed in respect of the Premises other than rates and charges for water supply that are agreed to be paid by the Tenant and specified in the schedule; and

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

4.2 The Landlord must not:-

- 4.2.1 cause or permit any interference with the reasonable peace, comfort or privacy of the Tenant in the use by the Tenant of the Property; or
- 4.2.2 except where the tenant is in default of this agreement, alter, remove or add any lock or device of the type referred to in Clause 4.1.3 without the Tenants written or verbal consent.

4.3 The Landlord may, subject to the Act, increase the Rent at any time during the term, even if this Agreement is for a fixed term.

5. TERMINATION AND HOLDING OVER

Both parties agree:-

- 5.1 This Tenancy Agreement may only be terminated in accordance with the Act;
- 5.2 The Landlord may terminate this Tenancy Agreement on seven (7) days notice to the Tenant if the Tenant breaches it in any respect whatsoever;
- 5.3 Where the Landlord proposes to give a notice terminating this Tenancy Agreement for non-payment of rent, the Rent must have been in arrears for at least fourteen (14) days before notice of termination can be given;
- 5.4 If, with the approval of the Landlord, the Tenant remains in occupation of the Property after the expiration of the Term, this Agreement continues until determined by either party in accordance with the Act;
- 5.5 If the Tenant breaches this Agreement during its Term, and the Landlord relets the Property, then the Tenant will pay the Landlords reasonable reletting costs including advertising and any out of pocket expenses, together with the Rent to the date on which the Tenant is released (if applicable) from this Agreement;
- 5.6 The Landlord may make a charge for processing of an application for consent to sublet the Property; and
- 5.7 If any provision of this Agreement is invalid, unenforceable or illegal, then that provision may be severed and the remainder of this Agreement will continue to be effective.

6. PRIVACY ACT 1988

The Agent uses personal information collected from the Landlord and Tennants to act as the Landlord's agent and to perform their obligations under this agreement. The Agent may also use such information collected to promote the services of the Agent and/or seek potential clients.

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

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

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

Real estate and tax law requires some of this information to be collected. If the information is not provided, the Agent may not be able to process the agreement and manage the tenancy.

7. OTHER CONDITIONS

This Agreement includes such other terms and conditions as are specified in the Schedule.

INTENTIONALLY LEFT BLANK



ANNEXURE A

This Annexure forms part of the Residential Tenancy Agreement

1. The tenants are required to have the carpets professionally cleaned at the end of the tenancy if deemed necessary. Please produce receipts at the final inspection.
2. The tenants are required to maintain front and rear gardens at all time. This includes lawns to be cut regularly, garden beds free from weeds and drains, gutters and down pipes free from obstacles.
3. The landlord reserves the right to review and or increase the rent every six (6) months.
4. If the tenant is permitted to keep a pet on the property, (see Clause 1 in the schedule page 3 of 3) any damage caused by the animals, is to be made good at the Tenants expense, prior to vacating the premises, or upon immediate request of the landlord/s or his agent. Any animal excreta must be cleaned from the property on a regular basis (e.g. weekly). The tenant further agrees, if deemed necessary, as a safe guard to future occupants, to organize and pay for a professional Pest Control Company to spray all carpeted areas with pest fumigation.
5. The tenant is responsible for the cost of removing vermin, ant or insects from the property as they appear during the term of tenancy, after 30 days from commencement of lease. Landlord is responsible for removing insects that are a danger to the tenant.
6. The landlord will pay for the first 125 kilolitres of water usage per year. The tenant will be liable for all water usage over and above 125 kilolitres per year. (At a rate and manner determined or prescribed from time to time by the water supplier). All costs will be calculated and adjusted on a daily basis for the duration of the tenancy. If no flow meter is installed on the premises, the tenant will not be liable for water usage charges, unless, an alternative method of determining water usage or an agreed split has been agreed to, by all unit owners by way of resolution within the Strata rules or regulations of the Body Corporate. The tenant's liability in an event shall be restricted to no more than an equal proportion of such costing. No sewer rates or charges may be levied against the tenant.
7. All repairs must be authorised through our office. No responsibility for payment of accounts will be accepted for repairs, which are authorised by the tenant. Any repairs should be reported to the agent's office. Should a tradesperson report that after hours call outs are not of an urgent nature the after hours service fee shall be payable by the tenant.
8. The tenant agrees to pay an amount of \$75.00 to the agent in the event of the agent being requested by the tenants to open the premises through either loss or misplacement of keys by the tenant. Should new keys need to be cut this will be at the tenants total cost.
9. The tenant agrees to supply the office with the phone number of the rental premises within 7 days of occupying such rental premises.
10. The tenants agree to redirect any landlord or previous tenants mail to the office. This will avoid any accounts being unpaid.

SIGNED BY THE AGENT 

DATED 20/4/05

SIGNED BY THE TENANT 

DATED 20/4/05

SIGNED BY THE TENANT _____

DATED _____

SIGNED BY THE TENANT _____

DATED _____

BURTON GROVES FIRST NATIONAL

KEY RECORD SHEET - FOR TENANT

PROPERTY: 284 GRONFELL RD SURREY DOWNS

TENANT: SHAERAD



I/we acknowledge receipt of all keys and accept responsibility for their return upon vacating the property.

SIGNED: [Signature]

SIGNED: _____
(TENANT)

DATE: 28/10/05

E-MAILED
28/08/2024

@ 11:5am.

Notice to tenant of rent increase

Residential Tenancies Act 1995 (section 55)

To: Ms Tina Sharrad

(insert name of tenant)

I hereby give you notice of an increase in rent in relation to premises at:

284 Grenfell Road
Surrey Downs SA 5126

(insert address of rented premises)

On: 01-Nov-2024

Your new rent will be: \$ 380.00 per week

**(insert date of increase)*

(insert amount)

PAYABLE:

Weekly

Fortnightly

Monthly

* This being not less than 60 days' notice.

* This increase being not less than 12 months after the day in which the tenancy commenced, or, if the rent has been increased under this section, the day on which it was last increased.

Signature of Landlord/Agent

KGPanki

Date 28-Aug-2024

Address

First National Burton Groves
1332 North East Road
Tea Tree Gully SA 5091

This notice may be:

1. given personally to the tenant
2. sent by post addressed to the tenant
3. left in a letter box or other place likely to come to the attention of the tenant
4. emailed to the tenant.

If there are more than two tenants the notice can be given to any one of them.

Note:

- A fixed term agreement must include a condition that specifically allows for an increase in rent and indicates how any rent increase will be calculated.
- Rent cannot be increased within 12 months of the last increase.
- See page 2 for section 55 of the *Residential Tenancies Act 1995*.



Residential Tenancies Act 1995 – (section 55)

VARIATION OF RENT

(1) The landlord may increase the rent payable under a residential tenancy agreement by giving written notice to the tenant specifying the date as from which the increase takes effect.

(2) However—

- (a) the right to increase the rent may be excluded or limited by the terms of the residential tenancy agreement; and
- (b) if the tenancy is for a fixed term, the residential tenancy agreement is taken to exclude an increase in rent during the term unless it specifically allows for an increase in rent; and
- (c) the date fixed for an increase of rent must be at least 12 months after the date of the agreement or, if there has been a previous increase of rent under this section, the last increase and at least 60 days after the notice is given but—
 - (i) if the maximum rent for the premises has been fixed by a housing improvement notice, and the notice is revoked, the landlord may, by notice given under this section within 60 days after revocation of the housing improvement notice, increase the rent for the premises from a date falling at least 14 days after the notice is given; and
 - (ii) if the landlord is a registered community housing organisation, and the residential tenancy agreement provides for variation of rent in accordance with the tenant's income, the landlord may increase the rent on the ground of a variation in the tenant's income from a date falling at least 14 days after the notice of the increased rent is given; and
 - (iii) if the landlord is a registered community housing organisation under a residential tenancy agreement that allows the landlord to change the basis of calculating the rent payable under the agreement, and the landlord gives the tenant written notice that there is to be a change in the basis of calculating rent as from a specified date (which must be at least 60 days after the notice is given and at least 12 months from the date of the agreement, or if there has been a previous change in the basis of rent calculation, at least 12 months from the date of the last such change), the rent may be increased to accord with the new basis of rent calculation as from the specified date without further notice under this section.

(2a) Despite subsections (1) and (2), the rent payable under a residential tenancy agreement may be increased at any time by mutual agreement between the landlord and the tenant.

(2b) However, an increase of rent under subsection (2a) must be at least 12 months after the date on which the residential tenancy agreement was entered into or, if there has been a previous increase of rent under this section, the last increase.

(3) The rent payable under a residential tenancy agreement may be reduced by mutual agreement between the landlord and the tenant.

(4) A reduction of rent may be made on a temporary basis so that the rent reverts to the level that would have been otherwise applicable at the end of a specified period.

(5) If the rent payable under a residential tenancy agreement is increased or reduced under this section, the terms of the agreement are varied accordingly.

(6) This section does not affect the operation of a provision of a residential tenancy agreement under which the rent payable under the agreement changes automatically at stated intervals on a basis set out in the agreement.

(7) For the purposes of this section, a series of residential tenancy agreements between the same parties (whether on the same terms or otherwise) and relating to the same premises is treated as a single residential tenancy agreement unless at least 12 months have elapsed since rent for the premises was fixed or last increased.

For further information contact Consumer and Business services on 131 882, or visit sa.gov.au/renting