

# 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.*

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

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

Part A - Parties and land

1

Purchaser:

Address:

2

Purchaser's registered agent:

Address:

3

Vendor:

Michael John Kovatseff Burton

Address:

8 Smith Street

Brunswick West Victoria 3055

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):

6

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

46 Ingerson Street West Beach SA 5024 CT 5273/350

## 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:  

8 Smith Street Brunswick West Victoria 3055

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

rb@burtongroves.com.au

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

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

1332 North East Road Tea Tree Gully SA 5091

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.

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 I/We	Michael John Kovatseff Burton
-----------	-------------------------------

of 8 Smith Street  
Brunswick West Victoria 3055

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

Date:	13/03/2025 15:31	Date:	
Signed	<i>M. Kovatseff Burton</i>	Signed	
Date:		Date:	
Signed		Signed	

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

(section 9)

**To the purchaser:**

I, Russell Burton

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

Exceptions:

Date:	13/03/2025 15:16
Signed:	<i>R. Burton</i>

By: ☐ Vendor's agent  
☐ Purchaser's agent  
☒ Person Authorised to act on behalf of Vendor's agent  
☐ Person Authorised to act on behalf of 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
<p>[If an item is applicable, ensure that the box for the item is ticked and complete the item.]</p> <p>[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.</p> <p>Alternatively, the item and any inapplicable heading may be omitted, <u>but not</u> in the case of-</p> <p>(a) the heading "1. General" and items 1.1, 1.2, 1.3 and 1.4; and</p> <p>(b) the heading "5. Development Act 1993 (repealed)" and item 5.1; and</p> <p>(c) the heading "6. Repealed Act conditions" and item 6.1; and</p> <p>(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.]</p> <p>[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 <b>bold type</b> must be set out in column 3 and all other particulars must be set out in column 2.]</p> <p>[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 <i>each</i> such mortgage, charge or prescribed encumbrance.]</p> <p>[If requested particulars are set out in the item and then continued on an attachment due to insufficient space, identify the attachment in the place provided in column 2. If <u>all</u> of the requested particulars are contained in an attachment (instead of in the item) in accordance with the Note preceding this table, identify the attachment in the place provided in column 2 and (if required by the Note) identify the parts of the attachment that contain the particulars.]</p>		

1. General

1.1	Mortgage of land	<div>Is this item applicable?<div>Will this be discharged or satisfied prior to or at settlement?<div>Are there attachments?<div>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):<div><div></div><div>Number of mortgage (if registered):<div>14176414</div></div><div>Name of mortgagee:<div>Commonwealth Bank of Australia</div></div></div></div></div></div></div>	<div><div><input checked="" type="checkbox"/></div><div>Yes</div><div>No</div></div>
-----	------------------	--	--

<b>1.2 Easement</b>	<b>Is this item applicable?</b>	<input type="checkbox"/>
(whether over the land or annexed to the land)	<b>Will this be discharged or satisfied prior to or at settlement?</b>	<input type="checkbox"/>
	<b>Are there attachments?</b>	<input type="checkbox"/>
<b>Note</b> - "Easement" includes rights of way and party wall rights	If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
[Note - Do not omit this item. This item and its heading must be included in the statement even if not applicable.]		
	Description of land subject to easement:	
	Nature of easement:	
	Are you aware of any encroachment on the easement?	
	If YES, give details:	
	If there is an encroachment, has approval for the encroachment been given?	
	If YES, give details:	

<b>1.3 Restrictive covenant</b>	<b>Is this item applicable?</b>	<input type="checkbox"/>
[Note - Do not omit this item. This item and its heading must be included in the statement even if not applicable.]	<b>Will this be discharged or satisfied prior to or at settlement?</b>	<input type="checkbox"/>
	<b>Are there attachments?</b>	<input type="checkbox"/>
	If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
	Nature of restrictive covenant:	
	Name of person in whose favour restrictive covenant operates:	
	Does the restrictive covenant affect the whole of the land being acquired?	
	If NO, give details:	
	Does the restrictive covenant affect land other than that being acquired?	

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 and Lease Renewals

Name of parties:

Anthoney Bignell-Burge

Dominie Capuano

Period of lease, agreement for lease etc:

From 09/06/2024

to 08/06/2025

Amount of rent or licence fee:

\$ 1140 per fortnight (period)

Is the lease, agreement for lease etc in writing?

Yes

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

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

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



Yes

Yes



5. Development Act 1993 (repealed)

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

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

Is this item applicable?

☒

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

No

Yes

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

[illegible]

## 7. Emergency Services Funding Act 1998

<b>7.1</b>	section 16 - Notice to pay levy	<b>Is this item applicable?</b>	<input checked="" type="checkbox"/>
		<b>Will this be discharged or satisfied prior to or at settlement?</b>	<input type="text" value="Yes"/>
		<b>Are there attachments?</b>	<input type="text" value="Yes"/>
		<i>If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):</i>	
		<div>ESL Certificate</div>	
		Date of notice:	
		<div>06-03-2025</div>	
		Amount of levy payable:	
		<div>\$248.00</div>	

## 29. Planning, Development and Infrastructure Act 2016

29.1	Part 5 - Planning and Design Code	<p><b>Is this item applicable?</b></p> <p><b>Will this be discharged or satisfied prior to or at settlement?</b></p> <p><b>Are there attachments?</b></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <div>Local Government Inquiry - PlanSA Extract</div> <p>Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):</p> <div>Zones: Suburban Neighbourhood (SN) Overlays and Variations on Local Government Inquiry Certificate - PlanSA Extract attached</div>	<div><input checked="" type="checkbox"/></div> <div>No</div> <div>Yes</div>
		<p>Is there a State heritage place on the land or is the land situated in a State heritage area?</p> <p>Is the land designated as a local heritage place?</p> <p>Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land?</p> <p>Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?</p> <p><b>Note</b> - For further information about the Planning and Design Code visit <a href="http://www.code.plan.sa.gov.au">www.code.plan.sa.gov.au</a>.</p>	<div>No</div> <div>No</div> <div>Unknown</div> <div>Yes</div>





29.6	section 142 – Notice to complete development	<b>Is this item applicable?</b>	<input type="checkbox"/>
		<b>Will this be discharged or satisfied prior to or at settlement?</b>	<input type="checkbox"/>
		<b>Are there attachments?</b>	<input type="checkbox"/>
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		<input type="text"/>	
		<input type="text"/>	
		<input type="text"/>	
		Date of notice:	
		<input type="text"/>	
		Requirements of notice:	
<input type="text"/>			
Building work (if any) required to be carried out:			
<input type="text"/>			
<input type="text"/>			
Amount payable (if any):			
<input type="text"/>			
<input type="text"/>			

29.7	section 155 – Emergency order	<b>Is this item applicable?</b>	<input type="checkbox"/>
		<b>Will this be discharged or satisfied prior to or at settlement?</b>	<input type="checkbox"/>
		<b>Are there attachments?</b>	<input type="checkbox"/>
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		<input type="text"/>	
		<input type="text"/>	
		<input type="text"/>	
		Date of order:	
		<input type="text"/>	
		Name of authorised officer who made order:	
<input type="text"/>			
<input type="text"/>			
Name of authority that appointed the authorised officer:			
<input type="text"/>			
<input type="text"/>			
Nature of order:			
<input type="text"/>			
<input type="text"/>			
Amount payable (if any):			
<input type="text"/>			
<input type="text"/>			

<b>29.8</b>	section 157 – Fire safety notice	<b>Is this item applicable?</b>	<input type="checkbox"/>
		<b>Will this be discharged or satisfied prior to or at settlement?</b>	<input type="checkbox"/>
		<b>Are there attachments?</b>	<input type="checkbox"/>
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):			

<b>29.9</b>	section 192 or 193 – Land management agreement	<b>Is this item applicable?</b>	<input type="checkbox"/>
		<b>Will this be discharged or satisfied prior to or at settlement?</b>	<input type="checkbox"/>
		<b>Are there attachments?</b>	<input type="checkbox"/>
If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):			
Date of agreement:			
Names of parties:			
Terms of agreement:			

<b>29.10</b>	section 198(1) - Requirement to vest land in a council or the Crown to be held as open space	<b>Is this item applicable?</b>	<input type="checkbox"/>
		<b>Will this be discharged or satisfied prior to or at settlement?</b>	<input type="checkbox"/>
		<b>Are there attachments?</b>	<input type="checkbox"/>
		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):	

<b>29.11</b>	section 198(2) - Agreement to vest land in a council or the Crown to be held as open space	<b>Is this item applicable?</b>	<input type="checkbox"/>
		<b>Will this be discharged or satisfied prior to or at settlement?</b>	<input type="checkbox"/>
		<b>Are there attachments?</b>	<input type="checkbox"/>
		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?	<input type="checkbox"/>
		Will this be discharged or satisfied prior to or at settlement?	<input type="checkbox"/>
		Are there attachments?	<input type="checkbox"/>
		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?	<input type="checkbox"/>
		Will this be discharged or satisfied prior to or at settlement?	<input type="checkbox"/>
		Are there attachments?	<input type="checkbox"/>
		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):	

<b>29.14</b>	section 214(6), 214(10) or 222 - Enforcement order	<b>Is this item applicable?</b>	<input type="checkbox"/>
		<b>Will this be discharged or satisfied prior to or at settlement?</b>	<input type="checkbox"/>
		<b>Are there attachments?</b>	<input type="checkbox"/>
If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):			
<div></div>			
<div></div>			
<div></div>			
Date order made:			
<div></div>			
Name of court that made order:			
<div></div>			
Action number:			
<div></div>			
Names of parties:			
<div></div>			
Terms of order:			
<div></div>			
Building work (if any) required to be carried out:			
<div></div>			
<div></div>			

## 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  
Local Government Inquiry Certificate including PlanSA Extract  
Property Interest Report  
SA Water  
Land Tax  
ESL Certificate  
Check Search  
Historical Search  
Title & Valuation package  
Copy of Tenancy Agreement and Lease Renewals  
Forms R4, R5 and R7  
Public Auction Terms and Conditions

---

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

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

**Dated** (dd/mm/yyyy) :

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](http://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](http://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 5273 Folio 350

**Parent Title(s)** CT 3377/171  
**Creating Dealing(s)** CONVERTED TITLE  
**Title Issued** 19/06/1995      **Edition** 7      **Edition Issued** 17/10/2023

## Estate Type

FEE SIMPLE

## Registered Proprietor

MICHAEL JOHN KOVATSEFF BURTON  
OF 80 WILSON STREET BRUNSWICK VIC 3056

## Description of Land

ALLOTMENT 11 DEPOSITED PLAN 7760  
IN THE AREA NAMED WEST BEACH  
HUNDRED OF ADELAIDE

## Easements

NIL

## Schedule of Dealings

Dealing Number	Description
14176414	MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

## Notations

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



1 FOOT = 0.3048 metres  
1 INCH = 0.0254 metres

To: FIRST NATIONAL REAL ESTATE  
- BURTON GROVES  
1332 North East Rd  
TEA TREE GULLY SA 5091

Certificate Date: 06 March 2025

## PROPERTY INFORMATION AND PARTICULARS

in response to an enquiry pursuant to Section 7 of the  
LAND & BUSINESS (SALE & CONVEYANCING) ACT, 1994

### DETAILS OF PROPERTY REFERRED TO:

Rates Assessment No	:	146084
Valuer General No	:	2121949000
Owner	:	Michael John Kovatseff Burton
Property Address	:	46 Ingerson Street WEST BEACH SA 5024
Volume / Folio	:	CT-5273/350
Lot / Plan Number	:	D7760 Lot 11
Ward	:	Airport

---

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

In addition, Building Indemnity Insurance and Particulars of Environment Protection details are given, if applicable, pursuant to SCHEDULE 1, Division 2 of the REGULATIONS UNDER THE LAND AND BUSINESS (SALE AND CONVEYANCING) ACT, 1994.

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

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

---



## Development Act 1993 (Repealed)

### Part 3—Development Plan

Title or other brief description of zone or policy area in which the land is situated (as shown in the Development Plan):

Is the land situated in a designated State Heritage Area? **N/A**

Is the land designated as a place of local heritage value? **N/A**

Is there a current Code Amendment released for public consultation by a private proponent on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? **NO**

Is there a current Development Plan Amendment released for public consultation by the Minister on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? **N/A**

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

---

5.1	Section 42 - Condition (that continues to apply) of a development authorisation:	<b>YES</b>
	1. 210/629/1996	
	2. 211/167/2008	

Copy of approval/s attached.

---

### 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)	<b>NO</b>
10.1	Section 105F (or section 56 or 83 (repealed) - Notice to take action to prevent outbreak or spread of fire	<b>NO</b>
11.1	Notice under Section 44 of the Food Act 2001 improvement order	<b>NO</b>
11.2	Notice under Section 46 of the Food Act 2001 prohibition order.	<b>NO</b>
15.1	Notice or declaration under Part 3, Section 23 and Part 7 of the Housing	<b>NO</b>
15.2	Improvement Act 1940	<b>NO</b>
20.1	Notice, order, declaration, charge, claim or demand given or made under the Local Government Act 1934	<b>NO</b>
21.1	Notice, order, declaration, charge, claim or demand given or made under the Local Government Act 1999.	<b>NO</b>

---

29.	<i>Planning, Development and Infrastructure Act 2016</i>	
29.1	Part 5 - Planning and Design Code	
	Refer to attached Plan SA Section 7 Data Extract	
29.2	section 127 - Condition (that continues to apply) of a development authorisation	
	Refer to attached Plan SA Section 7 Data Extract	

## **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):

Is the land situated in a designated State Heritage place?

*Refer to PlanSA Section 7 Report attached*

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

*Refer to PlanSA Section 7 Report attached*

Is there a tree declared to be a significant tree or a stand of trees declared to be significant trees on the land?	<b>NO</b>
---	-----------

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 amendment has not yet come into operation?	<b>YES</b>
--	------------

### **25 Pierson Street Lockleys Code Amendment Accommodation Diversity Code Amendment Assessment Improvements Code Amendment**

29.3	section 139 - Notice of proposed work and notice may require access	
29.4	section 140 - Notice requesting access	
29.5	section 141 - Order to remove or perform work	<b>NO</b>
29.6	section 142 - Notice to complete development	<b>NO</b>
29.7	section 155 - Emergency order	<b>NO</b>
29.8	section 157 - Fire safety notice	<b>NO</b>
29.9	section 192 or 193 - Land management agreement	<b>NO</b>
29.10	section 198(1) - Requirement to vest land in a council or the Crown to be held as open space	<b>NO</b>

29.11	section 198(2) - Agreement to vest land in a council or the Crown to be held as open space	NO
29.12	Part 16 Division 1 - Proceedings	NO
29.13	section 213 - Enforcement notice	NO
29.14	section 214(6), 214(10) or 222 - Enforcement order	NO
31.1	Notice under Part 3 of the Public and Environmental Health Act 1978 (revoked).	NO
31.2	Part 2 - Condition (that continues to apply) of an approval under the Public and Environmental Health (Waste Control) Regulations 2010 (revoked).	NO
31.3	Regulation 19 - Maintenance order (that has not been complied with) under the Public and Environmental Health (Waste Control) Regulations 2010 (revoked).	NO
32.2	Notice under Section 92 of the South Australia Public Health Act 2011.	NO
32.3	Part 4 – Condition (that continues to apply) of an approval under the South Australian Public Health (Wastewater) Regulations 2013	NO

PLEASE NOTE:

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

This statement is made the 06 March 2025



**Pat Mosca**  
Development Support Officer

## FURTHER INFORMATION HELD BY COUNCILS

---

Does the council hold details of any development approvals relating to—  
(a) commercial or industrial activity at the land; or  
(b) a change in the use of the land or part of the land (within the meaning of the Development Act 1993)?

NO

**Note-**

*The question relates to information that the Council for the area in which the land is situated may hold. If the Council answers "YES" to the question, it will provide a description of the nature of each development approved in respect of the land. The purchaser may then obtain further details from the Council (on payment of any fee fixed by the Council).*

*However, it is expected that the ability to supply further details will vary considerably between councils.*

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

- 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.*
-

## PARTICULARS OF BUILDING INDEMNITY INSURANCE

**Note:** Building Indemnity Insurance is not required for:

- a) domestic building work for which approval under the Development Act 1993 or the repealed Building Act 1971 is or was not required for; or
- b) minor domestic building work (see section 3 of the *Building Work Contractors Act 1995*); or
- c) domestic building work commenced before 1 May 1987.
- 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.

NO

## ADVISORY NOTES

### Flood Prone Areas

There are a number of rivers and creeks in the City of West Torrens including the River Torrens and Brown Hill Keswick Creek. Some properties in the City of West Torrens are located in flood prone areas. The City of West Torrens publishes information on known flooding hazards on its website:

<https://www.westtorrens.sa.gov.au/Building-and-Planning/Buying-a-property/Building-in-flood-prone-areas>

Flood hazards are also mapped in the Planning and Design Code. The Code can be viewed on the Department of Planning, Transport and Infrastructure's website:

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

Further information is available from the City of West Torrens City Assets department on 8416 6333.

### Heritage and Contributory items

Heritage and contributory items are mapped in the South Australian Planning and Property Atlas. The Development Plan can be viewed on the Department of Planning, Transport and Infrastructure's website:

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

Further information is available from the City of West Torrens City Development department on 8416 6333.

### Areas Affected by Aircraft Noise

The Adelaide Airport is located within the City of West Torrens. Most operations at the Airport are international and domestic regular passenger services using medium to large aircraft.

Some properties within the City of West Torrens may be subject to overflight and aircraft noise from Adelaide Airport. Residents or business proprietors are advised that living or working in the vicinity of the Adelaide Airport may result in noise from the Airport operations and that individual sensitivity can vary from person to person.

Information about development and aircraft noise can be found on the City of West Torrens website:

<https://www.westtorrens.sa.gov.au/Building-and-Planning/Buying-a-property/Aircraft-noise-considerations-for-building-or-developing>

The Australian Noise Exposure Forecast (ANEF) can be viewed on the City of West Torrens online mapping tool called West Maps Public on its website:

<https://maps.wtcc.sa.gov.au/mapviewer/>

The following information from other organisations may be useful:

Internet link	Organisation
<a href="https://www.adelaideairport.com.au/corporate/community/adelaide-airport-master-plan/">https://www.adelaideairport.com.au/corporate/community/adelaide-airport-master-plan/</a>	Adelaide Airport Master Plan - Document identifying future anticipated operations which Includes maps of flight paths, noise metrics and explanation of the noise forecast system.
<a href="https://infrastructure.gov.au/aviation/environmental/aircraft-noise/index.aspx">https://infrastructure.gov.au/aviation/environmental/aircraft-noise/index.aspx</a>	Australian Government Federal Agency - Aircraft noise and complaints information
<a href="http://aircraftnoise.com.au/">http://aircraftnoise.com.au/</a>	Airservices Australia and Australian Airports Association initiative - information on aircraft noise, its management, and what you can do to reduce its impact.
<a href="http://www.airservicesaustralia.com/aircraftnoise/">http://www.airservicesaustralia.com/aircraftnoise/</a>	Australian Government Airservices Australia Information on aircraft noise, its management, upcoming operations at different airports around Australia, links to things to consider on airplane noise when purchasing a house, and fact sheets
<a href="https://www.aviationcomplaints.gov.au/">https://www.aviationcomplaints.gov.au/</a>	Australian Government site for aviation complaints.
<a href="http://www.ano.gov.au/">http://www.ano.gov.au/</a>	Federal Aircraft Noise Ombudsman office - Investigates handling of Airservices Australia and Defence's complaints, community consultation processes and presentation of noise information.

Enquiries relating to this matter should be directed to City of West Torrens City Development department on 8416 6333.

## Smoke Alarms in Dwellings

Regulation 95 of the *Planning, Development and Infrastructure (General) Regulations 2017* requires all dwellings to be fitted with a self-contained smoke alarm.

Should an existing building that is captured by regulation 95 be transferred, a smoke alarm(s) **shall be installed within six months from the day of transfer** and shall comply with AS3786. That is, the smoke alarms(s) **shall be hardwired through the electricity mains or powered by 10 year life non replaceable, non-removable permanently connected batteries.**

If a smoke alarm(s) is/are not installed, the owner of the dwelling is guilty of an offence which carries a maximum penalty of \$750.00.

The following information from other organisations may be useful:

Internet link	Organisation
<a href="https://www.sa.gov.au/topics/planning-and-property/owning-a-property/smoke-alarms">https://www.sa.gov.au/topics/planning-and-property/owning-a-property/smoke-alarms</a>	Department of Planning, Transport and Infrastructure - Owning a property - Smoke alarms
<a href="https://www.mfs.sa.gov.au/community-safety/home-fire-and-life-safety-fact-sheets/smoke-alarms/">https://www.mfs.sa.gov.au/community-safety/home-fire-and-life-safety-fact-sheets/smoke-alarms/</a>	South Australian Metropolitan Fire Service - Smoke Alarms - What you Need to Know

Any enquiries relating to this matter should be directed to City of West Torrens City Development department on 8416 6333 or the South Australian Metropolitan Fire Service on 8204 3611.



**DECISION NOTIFICATION FORM**

South Australia - Regulation under the Development Act, 1993

- Regulation 42

Development Number

210/629/96

FOR DEVELOPMENT APPLICATION

DATED

02.10.96

REGISTERED ON

02.10.96

To

BK &- R M PEEK  
46 INGERRSON STREET  
WEST BEACH 5024**LOCATION OF PROPOSED DEVELOPMENT:**

Address:

46 INGERSON ST  
WEST BEACH  
5024

Lot:

11

Hundred:

ADE

Section:

222

Volume:

5273

Folio:350

Nature of  
Proposed  
Development

COVERED PERGOLA

From: CITY OF WEST TORRENS, 165 BURBRIDGE ROAD, HILTON 5033

In respect of this proposed development you are informed that:

Nature of Decision	Consent Granted	No. of Conditions	Consent refused	Not Applicable
Provisional Development Plan consent	10.10.96	1		
Land Division				N/A
Land Division (Strata)				N/A
Provisional Building Rules consent	10.10.96	2		
DEVELOPMENT APPROVAL	10.10.96	3		

Building Classification granted:

10A

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

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

Date of Decision

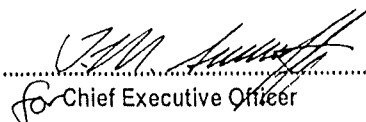
10.10.96

Date

10.10.96



Signed

  
Chief Executive Officer

[/] Sheets Attached


DEVELOPMENT APPLICATION      210/629/96

ADDRESS:      46 INGERSON ST  
                 WEST BEACH  
                 5024

---

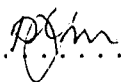
PROVISIONAL DEVELOPMENT PLAN CONSENT CONDITIONS:

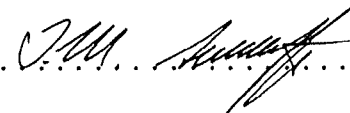
- 1      DEVELOPMENT IS TO TAKE PLACE IN ACCORDANCE WITH THE PLANS .  
         RELATING TO DEVELOPMENT APPLICATION NUMBER 210/629/96.

Initials  .....

PROVISIONAL BUILDING RULES CONSENT CONDITIONS:

- 1      COUNCIL WILL REQUIRE ONE BUSINESS DAYS NOTICE OF THE COMMENCEMENT  
         OF BUILDING WORK ON THE SITE AND ONE BUSINESS DAYS NOTICE OF  
         COMPLETION OF THE BUILDING WORK.
- 2      THAT ROOF STORMWATER BE DIRECTED AWAY FROM THE ADJACENT BOUNDARY.

Initials  .....

Signed ...  .....

 CHIEF EXECUTIVE OFFICER

Date      10.10.96

## DECISION NOTIFICATION FORM

*Development Act 1993 – Regulation 42*

Development Number: **211/167/2008**

Dated: **11-Feb-2008**

Registered on: **11-Feb-2008**

**RECEIVED**

**09 MAY 2008**

Scanning  
Urban Planning

To **John Burton**  
**46 Ingerson St**  
**WEST BEACH SA 5024**

### Location of Proposed Development

Address **46 Ingerson Street, WEST BEACH SA 5024**

Plan and Lot **D7760 Lot 11**

Certificate of Title **CT-5273/350**

### Nature of Proposed Development:

**Removal of one Significant Tree - Eucalyptus citriodora (Lemon Scented Gum) towards the north-east corner of the allotment**

In respect of this proposed development you are informed that:

Nature of Decision	Consent Granted	No. of Conditions	
Development Plan Consent	<b>05-May-2008</b>	<b>4</b>	
<b>DEVELOPMENT APPROVAL</b>	<b>05-May-2008</b>	<b>4</b>	

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

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

Date of Decision **5 May, 2008**

Signed.....

*As Delegate for the  
Development Assessment Panel*

## PLANNING CONDITIONS 211/167/2008

1. The development must be undertaken and completed in accordance with the plans and information detailed in this application except where varied by any condition(s) listed below.
2. A minimum of 72 hours notice prior to commencement of any works must be given so that a representative of Council can be present to oversee and determine the full extent of any works to be performed and to ensure the integrity of the tree is maintained.
3. No works other than what is specified within Council's report forming part of this application shall be undertaken for the removal of the significant tree.
4. No street trees are to be removed without prior approval from Council and shall be replaced at the applicant's expense to the satisfaction of Council.

### Notes:

Once development approval is granted, the development must be:

- a) Substantially commenced within twelve (12) months from the date of the decision of this Consent or Approval, otherwise this Consent or Approval will lapse at the expiration of twelve (12) months from this date (unless Council extends this period), and a new development application shall be required;
- b) Fully completed within three (3) years from the date of the decision of this Approval, otherwise this Approval will lapse at the expiration of three (3) years from this date (unless Council extends this period), and a new development application shall be required; and
- c) Any request for an extension of time must be lodged in writing with the Council prior to the expiry of the above-mentioned periods.

Pursuant to Section 86(1)(a) of the Development Act, 1993, you have the right of appeal to the Environment, Resources and Development Court against either (1) a refusal of consent or (2) any condition(s) which have been imposed on a consent. Any such appeal must be lodged with the Court within two (2) months from the day on which you receive this notification or such longer period allowed by the Court.

The Environment, Resources and Development Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide SA 5000 (GPO Box 2465, Adelaide SA 5001).

Signed.....

*As Delegate for the*

*Development Assessment Panel*

Date 5 May, 2008

## Data Extract for Section 7 search purposes

Valuation ID 2121949000

Data Extract Date: 06/03/2025

Parcel ID: D7760 AL11

Certificate Title: CT5273/350

Property Address: 46 INGERSON ST WEST BEACH SA 5024

Zones

Suburban Neighbourhood (SN)

Subzones

No

### Zoning overlays

Overlays

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

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

#### **Affordable Housing**

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

#### **Building Near Airfields**

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

#### **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.*

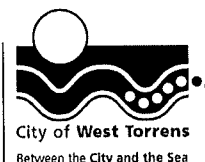
No

Land Management Agreement (LMA)

No

## LOCAL GOVERNMENT RATES SEARCH

Civic Centre  
165 Sir Donald Bradman Drive  
Hilton, SA 5033  
Tel: 08 8416 6333  
Email: [info@wtcc.sa.gov.au](mailto:info@wtcc.sa.gov.au)  
SMS: 0429 205 943  
Web: [westtorrens.sa.gov.au](http://westtorrens.sa.gov.au)



06 March 2025

TO: FIRST NATIONAL REAL ESTATE - BURTON GROVES  
1332 North East Rd  
TEA TREE GULLY SA 5091

### DETAILS OF PROPERTY REFERRED TO:

RATES ASSESSMENT NO :	14608 4
VALUER GENERAL NO :	2121949000
OWNER :	Michael John Kovatseff Burton
PROPERTY ADDRESS :	46 Ingerson Street, WEST BEACH SA 5024
VOLUME/FOLIO :	CT-5273/350
LOT/PLAN NUMBER :	D7760 Lot 11
WARD :	Airport

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

Rates and fines in arrears	9.45
Interest on Arrears charged in current financial year	0.05

Rates for current 2024/2025 financial year	2,034.10
--	----------

The rates are payable in four equal (or approximately equal) instalments payable in the months of September, December, March and June of the financial year that the rates are declared. The current year's rates fall due on **September 2, 2024; December 2, 2024; March 3, 2025 and June 2, 2025.**

Fines and interest will be added as provided by the Local Government Act 1999, as amended.

Less rebates	0.00
Fines (current)	0.00
Legal fees (current)	0.00
Less current year's payments	-1,535.10
Overpayment	0.00
Refunds	0.00

Balance - Rates Due and payable	508.50
Sundry Property Debts	0.00

**TOTAL BALANCE**

**508.50**

**AUTHORISED OFFICER**

This statement is made on the 6 March, 2025

### Payment Methods

**BPAY**



Billers Code: 88567  
Reference: 146084

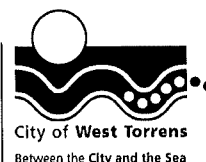
**Credit Card**

Payments can be made online at [westtorrens.sa.gov.au/online services](http://westtorrens.sa.gov.au/online services)  
or phone 08 84166333 (during business hours).



## LOCAL GOVERNMENT RATES SEARCH

Civic Centre  
165 Sir Donald Bradman Drive  
Hilton, SA 5033  
Tel: 08 8416 6333  
Email: [info@wtcc.sa.gov.au](mailto:info@wtcc.sa.gov.au)  
SMS: 0429 205 943  
Web: [westtorrens.sa.gov.au](http://westtorrens.sa.gov.au)



### NOTIFICATION OF CHANGE OF OWNERSHIP

06 March 2025

**Vendor/Purchaser or representative of same to complete and return to:**

CITY OF WEST TORRENS  
165 SIR DONALD BRADMAN DRIVE  
HILTON SA 5033

Telephone (08) 8416 6333  
Email [info@wtcc.sa.gov.au](mailto:info@wtcc.sa.gov.au)

**Notification of change of owner in respect of:**  
Michael John Kovatseff Burton

**for the property at:**  
**46 Ingerson Street, WEST BEACH SA 5024**  
**title reference;**  
CT-5273/350

**Please remove the aforementioned names from the Assessment Book referenced to:**

**Rates Assessment No** : 14608 4  
**Valuer General No** : 2121949000

**and replace with the following new ownership details:**  
(please list all names *IN FULL*)

SURNAME or COMPANY NAME	GIVEN NAMES	TITLE (Mr, Mrs, Ms, Dr etc.)	SIGNATURE

**The new owner/s address for issue of rate notices is:**

**New details provided by (strike out if not applicable):**

FIRST NATIONAL REAL ESTATE - BURTON GROVES  
1332 North East Rd  
TEA TREE GULLY SA 5091

**Signed** \_\_\_\_\_ **Date** \_\_\_\_\_

Please refer attachment for changes of ownership form. This certificate is only valid as at the date of printing (6/03/2025)

# Property Interest Report

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

Title Reference	CT 5273/350	Reference No. 2654075
Registered Proprietors	M J*KOVATSEFF BURTON	Prepared 06/03/2025 11:09
Address of Property	46 INGERSON STREET, WEST BEACH, SA 5024	
Local Govt. Authority	CITY OF WEST TORRENS	
Local Govt. Address	165 SIR DONALD BRADMAN DRIVE HILTON SA 5033	

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](http://www.cbs.sa.gov.au)

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

### 1. General

- |     |  |  |
|-----|--|--|
| 1.1 | Mortgage of land<br><br><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<br>(whether over the land or annexed to the land)<br><br>Note--"Easement" includes rights of way and party wall rights<br><br><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<br><br><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<br>(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.)<br><br><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<br><br>also<br><br>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)  <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
-----	--	---

## 7. Emergency Services Funding Act 1998

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

## 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
<b>9.</b>	<b><i>Fences Act 1975</i></b>	
9.1	section 5 - Notice of intention to perform fencing work	Contact the vendor for these details
<b>10.</b>	<b><i>Fire and Emergency Services Act 2005</i></b>	
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
<b>11.</b>	<b><i>Food Act 2001</i></b>	
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
<b>12.</b>	<b><i>Ground Water (Qualco-Sunlands) Control Act 2000</i></b>	
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
<b>13.</b>	<b><i>Heritage Places Act 1993</i></b>	
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
<b>14.</b>	<b><i>Highways Act 1926</i></b>	
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
<b>15.</b>	<b><i>Housing Improvement Act 1940 (repealed)</i></b>	
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
<b>16.</b>	<b><i>Housing Improvement Act 2016</i></b>	

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 | <b>A Land Tax Certificate will be forwarded.</b><br><b>If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.</b><br><br><b>Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates</b><br><b><a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></b> |
|------|---|---|

## **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
<b>25. <i>Native Vegetation Act 1991</i></b>		
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
<b>26. <i>Natural Resources Management Act 2004 (repealed)</i></b>		
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
<b>27. <i>Outback Communities (Administration and Management) Act 2009</i></b>		
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**
- 25 Pierson Street, Lockleys - Pierson Pty Ltd (Designated Entity) proposes to rezone the Affected Area from "Employment" to an alternate neighbourhood-type zone, to establish a low to medium density residential development. For more information, refer to the 'Code Amendments' page on the PlanSA portal:  
[https://plan.sa.gov.au/have\\_your\\_say/](https://plan.sa.gov.au/have_your_say/) or phone PlanSA on 1800752664.
- Code Amendment**
- Accommodation Diversity - The State Planning Commission is proposing refinements to policy to provide more flexibility in housing design to encourage housing choices to meet the needs of South Australians. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal:  
[https://plan.sa.gov.au/have\\_your\\_say/general\\_consultations](https://plan.sa.gov.au/have_your_say/general_consultations) or phone PlanSA on 1800 752 664.
- Code Amendment**
- Assessment Improvements - proposes a series of technical amendments to the Code informed through the experience of planning practitioners and other users to improve assessment outcomes. The Code Amendment forms part of the Government of South Australia's response to the Planning System Implementation Review; it will implement some of the recommendations of the Expert Panel that were supported by the Government. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal:  
[https://plan.sa.gov.au/have\\_your\\_say/general\\_consultations](https://plan.sa.gov.au/have_your_say/general_consultations) or phone PlanSA on 1800 752 664.
- 29.2 section 127 - Condition (that continues to apply) of a development authorisation  
*[ Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*
- State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
- also
- Contact the Local Government Authority for other details that might apply
- 29.3 section 139 - Notice of proposed work and notice may require access
- Contact the vendor for these details

29.4	section 140 - Notice requesting access	Contact the vendor for these details
29.5	section 141 - Order to remove or perform work	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title  also  Contact the Local Government Authority for other details that might apply
29.6	section 142 - Notice to complete development	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title  also  Contact the Local Government Authority for other details that might apply
29.7	section 155 - Emergency order	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title  also  Contact the Local Government Authority for other details that might apply
29.8	section 157 - Fire safety notice	Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any order or notice affecting this title  also  Contact the Local Government Authority for other details that might apply
29.9	section 192 or 193 - Land management agreement	Refer to the Certificate of Title
29.10	section 198(1) - Requirement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title  also  Contact the Local Government Authority for other details that might apply
29.11	section 198(2) - Agreement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title  also  Contact the Local Government Authority for other details that might apply
29.12	Part 16 Division 1 - Proceedings	Contact the Local Government Authority for details relevant to this item  also  Contact the vendor for other details that might apply
29.13	section 213 - Enforcement notice	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title  also  Contact the Local Government Authority for other details that might apply
29.14	section 214(6), 214(10) or 222 - Enforcement 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)***

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

31.1		also Contact the Local Government Authority for other details that might apply
31.2	<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)</i> (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	<i>Public and Environmental Health (Waste Control) Regulations 2010</i> (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
<b>32.</b>	<b><i>South Australian Public Health Act 2011</i></b>	
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	<i>South Australian Public Health (Wastewater) Regulations 2013</i> 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
<b>33.</b>	<b><i>Upper South East Dryland Salinity and Flood Management Act 2002 (expired)</i></b>	
33.1	section 23 - Notice of contribution payable	DEW has no record of any notice affecting this title
<b>34.</b>	<b><i>Water Industry Act 2012</i></b>	
34.1	Notice or order under the Act requiring payment of charges or other amounts or making other requirement	<b>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</b>  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.
<b>35.</b>	<b><i>Water Resources Act 1997 (repealed)</i></b>	
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
<b>36.</b>	<b>Other charges</b>	
36.1	Charge of any kind affecting the land (not	Refer to the Certificate of Title

included in another item)

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<br>also<br>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<br>also<br>EPA (SA) has no record of any particulars relating to items 3, 4 or 5 affecting this title<br>also<br>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](mailto:DEWwaterlicensing@sa.gov.au).

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
21 21949 00 0	CT5273350	7/3/2025	7922	2654075

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: M J KOVATSEFF BURTON  
 Location: 46 INGERSON ST WEST BEACH LT 11  
 Description: 7H CP DIG RM      Capital Value: \$1 025 000  
 Rating: Residential

### Periodic charges

Raised in current years to 31/3/2025

			\$
	Arrears as at: 30/6/2024	:	481.86
Water main available: 1/10/1966	Water rates	:	235.80
Sewer main available: 1/10/1966	Sewer rates	:	478.17
	Water use	:	804.77
	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	:	2,000.60CR
	Balance outstanding	:	0.00

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

Next quarterly charges:    Water supply: 78.60      Sewer: 159.39      Bill: 9/4/2025

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

The last Water Use Year ended on 05/04/2024.

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.



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

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

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

## South Australian Water Corporation

Name:  
M J KOVATSEFF BURTON

Water & Sewer Account  
Acct. No.: 21 21949 00 0

Amount: \_\_\_\_\_

Address:  
46 INGERSON ST WEST BEACH LT 11

---

### Payment Options

**EFT**

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	2121949000



Bill code: 8888  
Ref: 2121949000

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](http://bpay.com.au)



Paying online

Pay online at [www.sawater.com.au/paynow](http://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: 2121949000

**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: 2654075

**DATE OF ISSUE**

06/03/2025

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**

M J KOVATSEFF BURTON

**FINANCIAL YEAR**

2024-2025

**PROPERTY DESCRIPTION**

46 INGERSON ST / WEST BEACH SA 5024 / LT 11

**ASSESSMENT NUMBER**

2121949000

**TITLE REF.**

(A "+" indicates multiple titles)

CT 5273/350

**TAXABLE SITE VALUE**

\$850,000.00

**AREA**

0.0655 HA

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

<b>CURRENT TAX</b>	\$	0.00	<b>SINGLE HOLDING</b>	\$	0.00
<b>- DEDUCTIONS</b>	\$	0.00			
<b>+ ARREARS</b>	\$	0.00			
<b>- PAYMENTS</b>	\$	0.00			
<b>= <u>AMOUNT PAYABLE</u></b>	\$	<b>0.00</b>			

**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** **04/06/2025**

See overleaf for further information

**Government of  
South Australia**

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](http://www.revenuesa.sa.gov.au)  
Email: [revsupport@sa.gov.au](mailto: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](http://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: 2654075

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

DATE OF ISSUE

06/03/2025

**ENQUIRIES:**

Tel: (08) 8226 3750

Email: revsaesl@sa.gov.au

**OWNERSHIP NUMBER**

19809934

**OWNERSHIP NAME**

M J KOVATSEFF BURTON

**PROPERTY DESCRIPTION**

46 INGERSON ST / WEST BEACH SA 5024 / LT 11

**ASSESSMENT NUMBER**

2121949000

**TITLE REF.**

(A "+" indicates multiple titles)

CT 5273/350

**CAPITAL VALUE**

\$1,025,000.00

**AREA / FACTOR**

R4  
1.000

**LAND USE / FACTOR**

RE  
0.400

**LEVY DETAILS:**

**FINANCIAL YEAR**

2024-2025

**FIXED CHARGE**

**+ VARIABLE CHARGE**

**- REMISSION**

**- CONCESSION**

**+ ARREARS / - PAYMENTS**

**= AMOUNT PAYABLE**

\$ 50.00  
\$ 386.20  
\$ 237.80  
\$ 0.00  
\$ 49.60  
\$ 248.00

**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**

04/06/2025



**Government of  
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



## CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

### PAYMENT REMITTANCE ADVICE

**OWNERSHIP NUMBER**

19809934

**OWNERSHIP NAME**

M J KOVATSEFF BURTON

**ASSESSMENT NUMBER**

2121949000

**AMOUNT PAYABLE**

\$248.00

**AGENT NUMBER**

100019794

**AGENT NAME**

FIRST NATIONAL REAL ESTATE BURTON GROVES

**EXPIRY DATE**

04/06/2025

+80014132340022> +001571+ <0551169837> <0000024800> +444+

**Please Note:**

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

Visit: [www.revenuesa.sa.gov.au](http://www.revenuesa.sa.gov.au)  
Email: [revsupport@sa.gov.au](mailto: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](http://www.revenuesaonline.sa.gov.au)****RevenueSA  
Locked Bag 555  
ADELAIDE SA 5001**

## Certificate of Title

Title Reference: CT 5273/350  
Status: CURRENT  
Edition: 7

## Dealings

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

## Priority Notices

NIL

## Registrar-General's Notes

No Registrar-General's Notes exist for this title

## Certificate of Title

**Title Reference:** CT 5273/350

**Status:** CURRENT

**Parent Title(s):** CT 3377/171

**Dealing(s) Creating Title:** CONVERTED TITLE

**Title Issued:** 19/06/1995

**Edition:** 7

## Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
05/12/2023	08/12/2023	14176414	MORTGAGE	REGISTERED	COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)
11/10/2023	17/10/2023	14139139	TRANSFER	REGISTERED	MICHAEL JOHN KOVATSEFF BURTON
11/10/2023	17/10/2023	14139138	DISCHARGE OF MORTGAGE	REGISTERED	11911176
01/08/2018	08/08/2018	12966883	TRANSMISSION APPLICATION	REGISTERED	JOHN BURTON (DECD), RUSSELL BURTON (EXEC)
22/03/2013	15/04/2013	11911176	MORTGAGE	REGISTERED	WESTPAC BANKING CORPORATION
22/03/2013	15/04/2013	11911175	DISCHARGE OF MORTGAGE	REGISTERED	8596352
21/05/2010	31/05/2010	11395255	APPLICATION TO NOTE DEATH	REGISTERED	NICOLINE ROSE KOVATSEFF (DECD), JOHN BURTON
16/03/2009	19/05/2009	11138514A	VESTING (GLOBAL UPDATE)	REGISTERED	BENDIGO & ADELAIDE BANK LTD. (ACN: 068 049 178) 8596352
04/12/1998	11/12/1998	8596352	MORTGAGE	REGISTERED	ADELAIDE BANK LTD. (ACN: 061 461 550)
04/12/1998	11/12/1998	8596351	TRANSFER	REGISTERED	JOHN BURTON, NICOLINE ROSE KOVATSEFF
26/04/1995	22/06/1995	7910451	DISCHARGE OF MORTGAGE	REGISTERED	4010242 4797477
16/10/1981	23/10/1981	4797477	MORTGAGE	REGISTERED	
24/02/1977	03/03/1977	4010242	MORTGAGE	REGISTERED	



## Certificate of Title

**Title Reference** CT 5273/350  
**Status** CURRENT  
**Easement** NO  
**Owner Number** 19809934  
**Address for Notices** 46 INGERSON ST WEST BEACH, SA 5024  
**Area** 660m<sup>2</sup> (APPROXIMATE)

## Estate Type

Fee Simple

## Registered Proprietor

MICHAEL JOHN KOVATSEFF BURTON  
OF 80 WILSON STREET BRUNSWICK VIC 3056

## Description of Land

ALLOTMENT 11 DEPOSITED PLAN 7760  
IN THE AREA NAMED WEST BEACH  
HUNDRED OF ADELAIDE

## Last Sale Details

**Dealing Reference** TRANSFER (T) 14139139  
**Dealing Date** 11/10/2023  
**Sale Price** \$0  
**Sale Type** PURSUANT TO A WILL

## Constraints

### Encumbrances

Dealing Type	Dealing Number	Beneficiary
MORTGAGE	14176414	COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

### Stoppers

NIL

## Valuation Numbers

Valuation Number	Status	Property Location Address
2121949000	CURRENT	46 INGERSON STREET, WEST BEACH, SA 5024

## Notations

### Dealings Affecting Title

NIL

## Notations on Plan

NIL

## Registrar-General's Notes

NIL

## Administrative Interests

NIL

## Valuation Record

<b>Valuation Number</b>	2121949000
<b>Type</b>	Site & Capital Value
<b>Date of Valuation</b>	01/01/2024
<b>Status</b>	CURRENT
<b>Operative From</b>	01/07/1966
<b>Property Location</b>	46 INGERSON STREET, WEST BEACH, SA 5024
<b>Local Government</b>	WEST TORRENS
<b>Owner Names</b>	MICHAEL JOHN KOVATSEFF BURTON
<b>Owner Number</b>	19809934
<b>Address for Notices</b>	46 INGERSON ST WEST BEACH, SA 5024
<b>Zone / Subzone</b>	SN - Suburban Neighbourhood
<b>Water Available</b>	Yes
<b>Sewer Available</b>	Yes
<b>Land Use</b>	1100 - House
<b>Description</b>	7H CP DIG RM
<b>Local Government Description</b>	Residential

## Parcels

Plan/Parcel	Title Reference(s)
D7760 ALLOTMENT 11	CT 5273/350

## Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$850,000	\$1,025,000			
Previous	\$800,000	\$930,000			

## Building Details

---

<b>Valuation Number</b>	2121949000
<b>Building Style</b>	Conventional
<b>Year Built</b>	1968
<b>Building Condition</b>	Very Good
<b>Wall Construction</b>	Brick
<b>Roof Construction</b>	Tiled (Terra Cotta or Cement)
<b>Equivalent Main Area</b>	154 sqm
<b>Number of Main Rooms</b>	7

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

# Section 48 Notice

## This notice is to be retained by the Tenant



### Information to be provided by landlords to tenants

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

#### 1. AGENT: Company Name/Legal Entity:

First National Real Estate Burton Groves

Company Representative: Sandra Pitman

Street 1: 1332 North East Road

Suburb: TEA TREE GULLY

State: SA

Postcode: 5091

ABN (if applicable): 59008093598

RLA No: 1866

Telephone: W: 08 8265 5511

M: 0410342274

F: 08 8265 2355

Email: sandra@burtongroves.com.au

Address for service of documents if different to above:

#### 2. LANDLORD: Full Names:

Estate of the late John Burton (Executor of the Estate Russell Burton)

Address for service of documents as below.

Street 1: P.O Box 200

Suburb: ST AGNES

State: SA

Postcode: 5097

ABN (if applicable):

If landlord is a company, address of registered office of the company, if different to above:

Street 1:

Suburb:

State:

Postcode:

#### 3. PERSON WITH SUPERIOR TITLE TO LANDLORD (if applicable):

Street 1:

Suburb:

State:

Postcode:

ABN (if applicable):

INITIALS

Initials not required if using electronic signature

INITIAL

# Residential Property Tenancy Agreement: Schedule



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

**1. AGENT:** Company Name/Legal Entity: First National Real Estate Burton Groves

Company Representative: Sandra Pitman

Street 1: 1332 North East Road

Street 2:

Suburb: TEA TREE GULLY

State: SA

Postcode: 5091

ABN (if applicable): 59008093598

RLA No: 1866

Telephone: W: 08 8265 5511

F: 08 8265 2355

M: 0410342274

Email: sandra@burtongroves.com.au

☐ The Agent consents to the above email address being used for the purposes of service under the Act.

**2. LANDLORD:** Full Name(s): Estate of the late John Burton (Executor of the Estate Russell Burton)

Street 1: P.O Box 200

Street 2:

Suburb: ST AGNES

State: SA

Postcode: 5097

ABN (if applicable):

**3. TENANT:** Full Name(s): Anthoney Bignell

Dominie Capuano

Email: dominiekate@hotmail.com and or antonez1100@gmail.com

☒ The Tenant consents to the above email address being used for the purposes of service under the Act.

## 4. PREMISES:

Street 1: 46 Ingerson Street

Street 2:

Suburb: WEST BEACH

State: SA

Postcode: 5024

## 5. TERM:

☒ Fixed: Commencement Date: 09 / 06 / 2020 End Date: 08 / 06 / 2021

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

## 6. RENT:

Amount: Words: Four hundred and fifty dollars per week

\$ 450.00

Per (period): FORTNIGHTLY

Payable in advance: ☐ Weekly ☒ Fortnightly ☐ Calendar monthly

Payments: First Payment of \$ 900.00 on 09 / 06 / 2020 with the

next payment of \$ 900.00 on 23 / 06 / 2020

and thereafter: \$ 900.00 on the TUESDAY of each FORTNIGHT

Payment ☒ Direct Debit ☒ Bank Deposit Book ☒ Internet Transfer ☐ Rent Card

Method: ☐ Bank Cheque ☐ Other

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

INITIALS

Initials not required if using electronic signature

INITIAL

# Residential Property Tenancy Agreement: Schedule



## 7. BOND

Words: TWO THOUSAND SEVEN HUNDRED DOLLARS

\$ 2,700.00

## 8. OUTGOINGS: (Clause 3.1.3)

- ☒ All water usage costs adjusted for the period of tenancy
- ☐ All water usage costs in excess of  kL per annum, with such allowance to be adjusted for the period of tenancy
- ☒ All water supply charges adjusted for the period of tenancy
- ☐ No charge for water
- ☐ Other (specify)

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

Service	Apportionment

## 9. INSURANCE: (Clause 3.1.13)

Responsibility for insurance of the premises

☒ Landlord

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

## 10. OTHER CONDITIONS:

Other persons permitted to reside in the Premises (list names):

Presley Bignell-Burge

## Pets Approved: (Clause 3.2.11)

☒ No

☐ Yes Details: No pets approved

## Repair Instructions:

☒ Always contact Agent

☐ Nominated repairers

Repairer:

Name: FIRST NATIONAL REAL ESTATE BURTON GROVES

Telephone: 8265 5511

Repairer:

Name:

Telephone:

INITIALS

Initials not required if using electronic signature

INITIAL

# Residential Property Tenancy Agreement: Schedule



## Additional Conditions:

☐ N/A ☒ As detailed below ☒ See annexure

1. The landlord does not consent for the tenants to smoke inside the premises at anytime.
2. The landlord reserves the right to increase the rent (In accordance with CPI) with providing 60 days notice and only after the first 12 month lease has expired or on an extension of this agreement and has been at least 12 months since the last rent increase.
3. The landlord does not consent for the tenant to put any forms of hooks on walls or doors or any other part of the property internally or externally without the prior written consent from the landlord.
4. The tenant is required to maintain all garden areas to the same standard as at the time of the tenancy agreement, this includes lawns mowed on a regular basis and garden beds to be kept free from weeds. Drains, gutters and down pipes are to be kept clear from any foreign objects that might cause blockages IE: Balls, shoes, pens, socks or any other type of object.
5. The tenant is liable for all water usage costs and supply charge adjusted for the period of the tenancy (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 for the tenancy. If no flow meter is installed on the premises, the tenant will not be liable for water usage charges, unless and alternative method of determining water usage or an agreed split has been agreed to, by all unit owner by way of resolution within the Strata rules or regulations of the Body Corporate. The tenants 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.
6. All repairs must be authorised through First National Burton Groves, no responsibility for payment of accounts will be accepted for repairs, which are authorised by a tenant. Any request for maintenance repairs must be put in writing to the office email address mail@burtongroves.com.au, except for after hours emergency maintenance.
7. In the event of a tenant requesting to use the agents keys to open the premises, the tenants will be required to leave a form of identification IE: Drivers license with the agent until such time the keys are returned. Should new keys need to be cut through either loss or misplacement by the a tenant, all costs associated with replacement will be at the tenant/s own cost.
8. The tenant/s agree to supply the office with the phone number of the rental premises within 7 days of occupying such rental premises.
9. The tenants are to redirect any mail that is not in there name immediately to the office at P.O Box 200 St Agnes, SA 5097
10. A tenant is not permitted to install or erect any type of swimming pool or spa at the property without prior written consent from the landlord and which must meet current SA Safety Standards or Council approval at the tenants own cost. A swimming pool is defined as an above or below ground structure principally used for swimming or bathing and includes some models of portable pools and spas. If a pool or spa can hold at least 300mm water then the pool/spa safety laws apply.
11. The landlord and or agent does not guarantee that the internet or phone line is connected to the property all associated costs of connection are at the tenants own costs.
12. The bar heater located in the bathroom will not be fixed or replaced throughout the term of the tenancy agreement/s
13. The exhaust with a white plastic cover in the ceiling of the kitchen will not be fixed or replaced throughout the term of the tenancy agreement/s
14. The shed/garage lift door is not in working order and can not be opened as obstructed by the large tree stump which will not be removed throughout the term of the tenancy agreement/s. If the tree stump is removed at any such time and the shed/garage lift door is not in working order it will not be fixed or replaced throughout the term of the tenancy agreements.
15. Strictly no pets unless approved by prior written consent from the landlord.

INITIALS

Initials not required if using electronic signature

INITIAL



# Residential Property Tenancy Agreement: Terms and Conditions



## 1. AGREEMENT

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

## 2. DEFINITIONS AND INTERPRETATION

In this Agreement, unless a contrary intention appears:

- 2.1 "Act" means the *Residential Tenancies Act 1995*;
- 2.2 "Agent" means the person or organisation specified in Item 1 of the Schedule;
- 2.3 "Ancillary Property" means the property identified or specified in the Inspection Sheet;
- 2.4 "Bond" means the amount specified in Item 7 of the Schedule;
- 2.5 "Landlord" means the person or organisation specified in Item 2 of the Schedule;
- 2.6 "Premises" means the premises the subject of this Agreement specified in Item 4 of the Schedule;
- 2.7 "Property" means the Premises and the Ancillary Property (if any);
- 2.8 "Rent" means the amount specified in Item 6 of the Schedule and/or as varied in accordance with this Agreement;
- 2.9 "Tenant" means the person or organisation specified in Item 3 of the Schedule;
- 2.10 "Term" means the period this Agreement remains in force specified in Item 5 of the Schedule.

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

## 3. TENANT'S RIGHTS AND OBLIGATIONS

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

- 3.1.1 pay the Rent to the Agent in full in the manner and at the times specified in Item 6 of the Schedule, unless the Agent has given the Tenant a notice in writing setting out an alternative method;
- 3.1.2 pay the Bond to the Agent;
- 3.1.3 pay all outgoings of the Property to the Agent including gas, electricity, telephone and oil, together with rates and charges for water specified in item 8 of the Schedule, within fourteen (14) days of receipt of a notice for payment;
- 3.1.4 keep the Property clean and secure, immediately notify the Landlord or the Agent of any damage to the Property and immediately report to the Landlord or the Agent any breakdown or fault in the equipment, electrical, smoke detectors or plumbing services in or on the Property;
- 3.1.5 pay the cost of repair to "the Plumbing" (as defined in clause 3.2.3) when damage to it is as a result of a breach by the Tenant of this Agreement;
- 3.1.6 keep the Property clear of rubbish, place household rubbish in a bin of the type approved by the local council, put the bin out for collection on the day of collection and retrieve it as soon as possible after it has been emptied;
- 3.1.7 regularly mow the lawn, weed and water the garden to at least maintain any garden that is part of the Property to the same standard as applied at the commencement of the Term;
- 3.1.8 keep all drains clear and not intentionally nor negligently do anything that will interfere with the proper operation of any Plumbing or drainage system on the Property;
- 3.1.9 use the Premises solely as a place of residence;
- 3.1.10 pay the cost of any repairs necessary because of damage to the Property as the result of an act or omission of the Tenant or any invitee of the Tenant;
- 3.1.11 return to the Agent's office the completed Inspection Sheet required by the Regulations under the Act within fourteen (14) days of the commencement of the Term, together with details of any disputed item on that Inspection Sheet;
- 3.1.12 where the Property includes a swimming pool or spa:
  - 3.1.12.1 supply and bear the cost of all necessary labour, chemicals and treatments to maintain the present condition of the swimming pool or spa;
  - 3.1.12.2 observe any instructions from the Landlord about the use or maintenance of the swimming pool or spa, including the correct chemical levels;
  - 3.1.12.3 not drain the swimming pool or spa without prior written consent of the Landlord;
  - 3.1.12.4 advise the Landlord or the Agent immediately upon becoming aware of any equipment, including fences or gates, being damaged or malfunctioning or of the condition of the pool or spa deteriorating such that remedial treatment is required;
- 3.1.13 effect and maintain any policy of insurance specified in Item 9 of the Schedule during the Term and, on demand, produce to the Landlord or the Agent a certificate of currency for that insurance;
- 3.1.14 indemnify and keep indemnified the Landlord and the Agent in respect of loss incurred or suffered as a result of any breach of this Agreement by the Tenant or any negligent act arising from the Tenant's use of the Property:
  - 3.1.14.1 this indemnity includes, without limitation, loss due to bodily injury, sickness, or death or loss, destruction or damage to property;
  - 3.1.14.2 this indemnity survives the expiration or termination of this Agreement.

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

- 3.2.1 use, cause or permit the Property to be used for an illegal or unauthorised purpose;
- 3.2.2 intentionally or negligently cause or allow others to intentionally or negligently damage the Property (including by driving nails, plugs or screws or fixing any adhesive material to any part of the Property);
- 3.2.3 use any sink, basin, bath, lavatory, drain or similar facility ("the Plumbing") in or connected to the Property for other than their intended purpose;
- 3.2.4 damage the Plumbing or the drainage or sewerage systems of the Property;
- 3.2.5 affix any fixture or make any renovation, alteration or addition to the Property;
- 3.2.6 remove or alter any fixture or device on the Property;
- 3.2.7 cause or permit a nuisance or any interference with the reasonable peace, comfort or privacy of any person who resides in the immediate vicinity of the Property;
- 3.2.8 assign this tenancy or sublet the Property;
- 3.2.9 affix any television antenna, cable TV or satellite dish to the Property;
- 3.2.9.1 it is acknowledged by the tenant that the landlord and/or the agent do not represent or guarantee that a telephone line or a television aerial is connected to the Premises, even if one or more telephone / aerial plug/s is located in the Premises;

INITIALS

Initials not required if using electronic signature

INITIAL



# Residential Property Tenancy Agreement: Terms and Conditions



- 3.2.10 install any air-conditioning unit on or in the Premises;
- 3.2.11 keep any animals (including reptiles, mammals, birds, poultry or fish) on the Property;
- 3.2.12 permit any bicycle or motor cycle to be brought into the living areas of the Premises or left anywhere in or near the Premises other than in an agreed parking place;
- 3.2.13 place any advertisement, notice or sign on or in the Property;
- 3.2.14 interfere with any machinery, plant or equipment belonging to the Landlord on the Property other than to operate it in accordance with the Landlord's or the manufacturer's instructions;
- 3.2.15 allow any person other than the intended occupants notified to the Landlord prior to the commencement of this Agreement to remain on the Property for more than fourteen (14) days;
- 3.2.16 alter, remove or add any locks or other security devices to the Property. In the event consent is granted, the Tenant must supply any key, device or updated security code to the Agent as soon as practicable;
- 3.2.17 cause or permit smoking within the Premises.
- 3.3 Where the Premises are a unit or lot under the *Strata Titles Act 1988* or the *Community Titles Act 1996* or are comprised in another form of multiple dwelling, the Tenant must not breach or permit a breach of the applicable Act or the Articles/By Laws of the Corporation made under that Act, or (in regard to other premises) of any Articles or Rules that apply and in particular must not:
  - 3.3.1 park any motor vehicle or motor cycle in any place other than an allotted parking space;
  - 3.3.2 deposit any rubbish around the Property or any neighbouring properties other than in a bin provided for the purpose;
  - 3.3.3 place any pot or plant container or personal items on any window sill, balustrade, balcony or passageway or in any common areas;
  - 3.3.4 hang washing anywhere other than in areas provided for that purpose;
  - 3.3.5 use any communal laundry outside the times set by the Corporation.

## 4. LANDLORD'S RIGHT OF ENTRY

Subject to the Act, the Landlord or Agent may enter the premises:

- 4.1 in an emergency;
- 4.2 to collect rent;
- 4.3 to inspect the premises;
- 4.4 to carry out garden maintenance;
- 4.5 to carry out necessary maintenance;
- 4.6 to show the premises to prospective tenants;
- 4.7 to show the premises to prospective purchasers;
- 4.8 to determine whether a breach has been remedied;
- 4.9 for some other genuine purpose;
- 4.10 if the landlord believes on reasonable grounds that the tenant has abandoned the premises.

## 5. LANDLORD'S RIGHTS AND OBLIGATIONS

- 5.1 Subject to the Act, the Landlord must:
  - 5.1.1 provide the Property in a reasonable state of cleanliness;
  - 5.1.2 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;
  - 5.1.3 provide and maintain such locks and other devices as are necessary to ensure that the Property is reasonably secure;
  - 5.1.4 pay all rates, taxes and charges imposed in respect of the Property other than rates and charges for water that are agreed to be paid by the Tenant and specified in Item 8 of the Schedule;
  - 5.1.5 allow the Tenant to have quiet enjoyment of the Property during the Term.
- 5.2 The Landlord must not:
  - 5.2.1 cause or permit any interference with the reasonable peace, comfort or privacy of the Tenant in the use by the Tenant of the Property;
  - 5.2.2 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 5.1.3 without the Tenant's written or verbal consent.
- 5.3 Subject to the Act, the Landlord may increase the Rent and Bond during the Term, even if this Agreement is for a fixed term. If the Agreement is for a fixed term, any rent increase during the Term must be either by mutual agreement or in accordance with clause 5.4.
- 5.4 By completing this clause, the parties agree that the rent will be increased during the fixed term of the agreement as follows:
  - 5.4.1 the rent will be increased to \$  per  on / /  ;  
and to \$  per  on / /  ; or
  - 5.4.2 the rent increase can be calculated by the following method (set out details):  
IN ACCORDANCE WITH CPI

## 6. TERMINATION AND HOLDING OVER

The Landlord and Tenant agree:

- 6.1 this Agreement may only be terminated in accordance with the Act;
- 6.2 subject to clause 6.3, the Landlord may terminate this Agreement on seven (7) days notice to the Tenant if the Tenant breaches it in any respect whatsoever;
- 6.3 where the Landlord proposes to give a notice terminating this Agreement for non-payment of rent, the Rent must have been in arrears for at least fourteen (14) days before a notice of termination can be given;
- 6.4 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;
- 6.5 if the Tenant breaches this Agreement during its Term, and the Landlord re-lets the Property, then the Tenant will pay to the Agent the Landlord's reasonable re-letting costs including advertising, letting fee and any out of pocket expenses, together with the Rent to the date on which the Tenant is released (if applicable) from this Agreement;
- 6.6 the Landlord may charge the Tenant for processing an application for consent to sublet the Property.

INITIALS

Initials not required if using electronic signature

INITIAL

# Residential Property Tenancy Agreement: Terms and Conditions



## 7. PRIVACY ACT 1988

- 7.1 The parties agree and acknowledge that the Agent uses personal information collected from the Landlord and Tenant to act as the Landlord's agent and to perform their obligations under this Agreement. The Agent may also use such information collected to promote the services of the Agent and/or seek potential clients.
- 7.2 The Agent may disclose information to other parties including media organisations, on the internet, to potential tenants, or to clients of the Agent both existing and potential, as well as to tradespeople, owners, corporations, government and statutory bodies, other agents, and to third party operators of tenancy reference databases. By entering into this Agreement the Tenant acknowledges that if they fail to comply with their obligations under this Agreement that fact and any other relevant information collected about the Tenant during the course of the tenancy may also be disclosed to other agents and third party operators of tenancy reference databases.
- 7.3 The Agent will only disclose information in this way to other parties as required to perform their duties under this Agreement, to achieve the purposes specified above or as otherwise allowed under the *Privacy Act 1988*.
- 7.4 If the Tenant would like to access this information, they can do so by contacting the Agent at the address and contact numbers contained in this Agreement. The Tenant can also correct this information if it is inaccurate, incomplete or out-of-date.

## 8. OTHER CONDITIONS

This Agreement includes such other terms and conditions as specified in Item 10 of the Schedule.

## 9. GENERAL

- 9.1 This Agreement is governed by and construed in accordance with the laws from time to time in force in South Australia and the parties submit to the non-exclusive jurisdiction of the Courts of this State.
- 9.2 If any provision of this Agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable in law, then in such case the parties hereby request and direct such court to sever such provision from this Agreement.

INITIALS

*Initials not required if using electronic signature*

INITIAL

# Residential Property Tenancy Agreement: Execution Page



## EXECUTED AS AN AGREEMENT

Dated this 8<sup>th</sup> Day of June 2020.

### The Tenant(s) acknowledge receipt of:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Section 48 Notice  | <input checked="" type="checkbox"/> Keys (Number <u>2</u> )                    |
| <input checked="" type="checkbox"/> A copy of this Agreement                                       | <input type="checkbox"/> Remote control devices (Number <u>        </u> )      |
| <input checked="" type="checkbox"/> Information Brochure ( <i>Residential Tenancies Act 1995</i> ) | <input type="checkbox"/> Strata Articles                                       |
| <input checked="" type="checkbox"/> Property Condition Report (2 copies)                           | <input type="checkbox"/> Community Title By-laws                               |
| <input checked="" type="checkbox"/> Manufacturers' Manuals – refer Annexure                        | <input type="checkbox"/> Statutory Notice for Short Term Tenancy               |
| <input type="checkbox"/> Additional fees and charges – refer Annexure                              | <input type="checkbox"/> Other <u>  </u> |
| <input checked="" type="checkbox"/> Additional Conditions Annexure                                 | <input type="checkbox"/> Other <u>  </u> |

### SIGNED by the TENANT(s):

Tenant: 

Full Name (Print) Anthony Bignell-Burge

### SIGNED by the TENANT(s):

Tenant: 

Full Name (Print) Dominic Capuano

**SIGN  
HERE**

Tenant:   

Full Name (Print)   

Tenant:   

Full Name (Print)   

### SIGNED by or on behalf of THE LANDLORD



Full Name (Print) FIRST NATIONAL BURTON GROVES

- ☒ Agent as authorised    ☐ Landlord

**SIGN  
HERE**

### Note:

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

**NOTE: ALL PARTIES SHOULD INITIAL ALL PAGES**

# Residential Property Tenancy Agreement: Annexure - Manufacturers' Manuals or Written Instructions



Manufacturers' manuals or written instructions for domestic facilities requiring instructions provided to the tenant before or at the time the tenant commences occupation of the premises

Tenant acknowledges receipt of manual or instructions

Facility	Model/Name (if applicable)	Tenant acknowledges receipt of manual or instructions
DISHWASHER	EURO EDV604SS	<input checked="" type="checkbox"/> SP [Signature]
COOK TOP	EURO	<input checked="" type="checkbox"/> SP [Signature]
OVEN	EURO EP6004SX	<input checked="" type="checkbox"/> SP [Signature]
CARE OF LAMINATE	WRITTEN INSTRUCTIONS	<input checked="" type="checkbox"/> SP [Signature]
CARE OF STAINLESS STEEL	ESSENTIAL CARE	<input checked="" type="checkbox"/> SP [Signature]
CARE OF FLOATING FLOORS	WRITTEN INSTRUCTIONS	<input checked="" type="checkbox"/> SP [Signature]
RANGE HOOD	GEH6018/GEH6018W	<input checked="" type="checkbox"/> SP [Signature]
HOTWATER	RINNAI CONTINUOUS FLOW	<input checked="" type="checkbox"/> SP [Signature]
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>

INITIALS

Initials not required if using electronic signature

INITIAL

ANNEXURE A -  
RESIDENTIAL PROPERTY TENANCY AGREEMENT

000001689479



This Annexure page is to be used only if there is insufficient space in the Schedule.  
Please insert the relevant corresponding Item number and heading.

ITEM	DESCRIPTION:
15.	<p>First National Burton Groves Disparagement Clause:</p> <p>The tenant/s or other occupants agree not to make a negative or disparaging media release, announcement, blog, public statement or article for publication (negative social media publication) about the services provided by First National Burton Groves, whether in electronic form or otherwise, except after having first referred the matter to First National Burton Groves and after having provide First National Burton Groves with a reasonable opportunity to address or rectify the matter of concern to the customer.</p> <p>In the event that the tenant/s or other occupants make a negative social media publication about the services provided by First National Burton Groves, the tenant/s or other occupants shall be liable to and shall wholly indemnify the First National Burton Groves against any and all loss or damage arising from such negative social media publication where the matter giving rise to the negative social media publication was not first referred to First National Burton Groves and First National Burton Groves given a reasonable opportunity to address or rectify the concern, or, the negative social media publication does not constitute genuine feedback or information concerning the services provided by First National Burton Groves in accordance with Australian Consumer Law.</p>



**First National Burton Groves  
Key Record Sheet - For Tenant**

Property Address: 46 Ingerson Street, West Beach.

Tenant Name/s: ANTHONEY ~~BIGNALL~~ <sup>Bignecc-Burges</sup> + Dominic Capuano.

Lease Commencement Date: 9/6/2020.

Number of Keys: 5 Number of Remotes: N/A - N/A.



Signed: [Signature] Date: 08/06/20

Tenant Name: ANTHONEY ~~BIGNALL~~ <sup>Bignecc-Burges</sup>

Signed: [Signature] Date: 8/6/20

Tenant Name: DOMINIE CAPUANO.

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

Agent Signed: [Signature] Date: 8/6/2020.



## NOTICE TO TENANT OF LEASE EXTENSION

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

To

Tenant 1: Anthoney Bignell-Burge

Tenant 2: Dominic Capuano

Tenant 3:

Tenant 4:

(insert name of tenant(s))

Address of rented premises:

Street 1: 46 Ingerson Street

Street 2:

Suburb: West Beach

State: SA

Postcode: 5024

I give you notice that your current lease expires on 08 / 06 / 2021

(insert date)

Your current rent is \$ 900.00 per Fortnight

(insert amount)

(insert rental period eg fortnight, calendar month)

I wish to offer you an extension of your lease for a further 12 months weeks.

(Strike out whichever is not appropriate)

The lease extension will expire on 08 / 06 / 2022

(insert date)

The rent will / will not be increased / will be decreased.

(Strike out whichever is not applicable)

~~The new rent will be \$~~

(insert amount)

~~per~~

~~with the first payment due on~~

(insert rental period eg fortnight, calendar month)

~~with the first payment due on~~

(insert date)

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

☐ N/A

☐ As detailed below

☐ See annexure

Please sign and return this Notice to your Agent by 31 / 03 / 2021 if you wish to accept.

(insert a date that is more than 28 days before the lease ends)

### PLEASE NOTE:

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

Signed by Tenant 1

DocuSigned by:

776C4F6CB9EF482...

Date: 26-Apr-21

Signed by Tenant 2

DocuSigned by:

Dominic Capuano

2F1E0BD015D64F2...

Date: 17-Mar-21

Signed by Tenant 3

Date:

Signed by Tenant 4

Date:

Signed by or on behalf of the Landlord

DocuSigned by:

Kelly Pengilly

73C11272D20F4DE...

Date: 23-Apr-21

☒ Agent as authorised ☐ Landlord



## NOTICE TO TENANT OF LEASE EXTENSION

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

To

Tenant 1: Anthony Bignell-Burge	Tenant 2: Dominie Capuano
Tenant 3:	Tenant 4:
Tenant 5:	Tenant 6:
Tenant 7:	Tenant 8:

(insert name of tenant(s))

Address of rented premises:

Street 1: 46 Ingerson Street

Street 2:

Suburb: West Beach State: SA Postcode: 5024

I give you notice that your current lease expires on 08 / 06 / 2022

(insert date)

Your current rent is \$ 900.00 per Fortnight

(insert amount) (insert rental period eg fortnight, calendar month)

I wish to offer you an extension of your lease for a further 12 months ~~weeks~~

(Strike out whichever is not appropriate)

The lease extension will expire on 08 / 06 / 2023 The rent will / ~~will not be increased / will be decreased.~~

(insert date) (Strike out whichever is not applicable)

The new rent will be \$ 940.00 per Fortnight with the first payment due on 21 / 06 / 2022

(insert amount) (insert rental period eg fortnight, calendar month) (insert date)

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

☐ N/A ☐ As detailed below ☐ See annexure

Please sign and return this Notice to your Agent by 08 / 05 / 2022 if you wish to accept.

(insert a date that is more than 28 days before the lease ends)

The Tenants expressly consent to the collection and use of the Personal Information and content in accordance with the REISA privacy policy at [www.reisa.com.au](http://www.reisa.com.au).

### PLEASE NOTE:

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





## NOTICE TO TENANT OF LEASE EXTENSION

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

Signed by Tenant 1

Tenant Name

DocuSigned by:

776C4F6CB9EF482...

Date: 16-Mar-22

Anthony Bignell-Burge

Signed by Tenant 2

Tenant Name

DocuSigned by:

2F1E0BD015D84F2...

Date: 16-Mar-22

Dominie Capuano

Signed by Tenant 3

Tenant Name

Date:

Signed by Tenant 4

Tenant Name

Date:

Signed by Tenant 5

Tenant Name

Date:

Signed by Tenant 6

Tenant Name

Date:

Signed by Tenant 7

Tenant Name

Date:

Signed by Tenant 8

Tenant Name

Date:

Signed by or on behalf of the Landlord

☒ Agent as authorised ☐ Landlord

DocuSigned by:

73C11272D20F4DE...

Date: 16-Mar-22



## NOTICE TO TENANT OF LEASE EXTENSION

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

To

Tenant 1: Anthony Bignell- Burge	Tenant 2: Dominic Capuano
Tenant 3:	Tenant 4:
Tenant 5:	Tenant 6:
Tenant 7:	Tenant 8:

(insert name of tenant(s))

Address of rented premises:

Street 1: 46 Ingerson Street

Street 2:

Suburb: West Beach State: SA Postcode: 5024

I give you notice that your current lease expires on 08 / 06 / 2023

(insert date)

Your current rent is \$ 940.00 per Fortnight

(insert amount)

(insert rental period eg fortnight, calendar month)

I wish to offer you an extension of your lease for a further 12 months ~~weeks~~

(Strike out whichever is not appropriate)

The lease extension will expire on 09 / 06 / 2024

(insert date)

The rent will / ~~will not~~ be increased / ~~will be decreased~~

(Strike out whichever is not applicable)

The new rent will be \$ 1040.00 per Fortnight with the first payment due on 20 / 06 / 2023

(insert amount)

(insert rental period eg fortnight, calendar month)

(insert date)

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

☐ N/A ☒ As detailed below ☐ See annexure

The Tenants will be responsible for all water usage and water supply charges

Please sign and return this Notice to your Agent by 13 / 04 / 2023 if you wish to accept.

(insert a date that is more than 28 days before the lease ends)

The Tenants expressly consent to the collection and use of the Personal Information and content in accordance with the REISA privacy policy at [www.reisa.com.au](http://www.reisa.com.au).

### PLEASE NOTE:

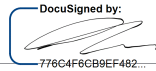
- If this form is not returned by the above date, the landlord may give you at least 28 days written notice (Form 2A) to end the fixed term agreement.
- If you wish to vacate at the end of the fixed term you must give your landlord at least 28 days written notice (Form 4B) to end the fixed term agreement.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

**NOTICE TO TENANT OF LEASE EXTENSION**

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

Signed by Tenant 1

Tenant Name

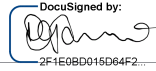
DocuSigned by:  
  
776C4F6CB9EF482...

Date: 30-Mar-23

Anthony Bignell- Burge

Signed by Tenant 2

Tenant Name

DocuSigned by:  
  
2F1E0BD015D64F2...

Date: 24-Mar-23

Dominie Capuano

Signed by Tenant 3

Tenant Name

Date:

Signed by Tenant 4

Tenant Name

Date:

Signed by Tenant 5

Tenant Name

Date:

Signed by Tenant 6

Tenant Name

Date:

Signed by Tenant 7

Tenant Name

Date:

Signed by Tenant 8

Tenant Name

Date:

Signed by or on behalf of the Landlord

☒ Agent as authorised ☐ Landlord

DocuSigned by:  
  
73C11272D20F4DE...

Date: 30-Mar-23



## NOTICE TO TENANT OF LEASE EXTENSION

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

To

Tenant 1: Dominie Capuano	Tenant 2: Anthoney Bignell-Burge
Tenant 3:	Tenant 4:
Tenant 5:	Tenant 6:
Tenant 7:	Tenant 8:

(insert name of tenant(s))

Address of rented premises:

Street 1: 46 Ingerson Street
Street 2:
Suburb: West Beach

State: SA

Postcode: 5024

I give you notice that your current lease expires on 09 / 06 / 2024

(insert date)

Your current rent is \$ 1,040.00 per fortnight

(insert amount)

(insert rental period eg fortnight, calendar month)

I wish to offer you an extension of your lease for a further  months 52 weeks.

(Strike out whichever is not appropriate)

The lease extension will expire on 08 / 06 / 2025

(insert date)

The rent will / ~~will not~~ be increased / ~~will be decreased~~.

(Strike out whichever is not applicable)

The new rent will be \$ 1,140.00 per fortnight

(insert amount)

(insert rental period eg fortnight, calendar month)

with the first payment due on 18 / 06 / 2024

(insert date)

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

☒ N/A

☐ As detailed below

☐ See annexure

Please sign and return this Notice to your Agent by 02 / 04 / 2024 if you wish to accept.

(insert a date that is more than 28 days before the lease ends)

The Tenants expressly consent to the collection and use of the Personal Information and content in accordance with the REISA privacy policy at [www.reisa.com.au](http://www.reisa.com.au).

### PLEASE NOTE:

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

**NOTICE TO TENANT OF LEASE EXTENSION**

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

Signed by Tenant 1

*Dominie Capuano*

Date: 19/03/2024

Tenant Name

Dominie Capuano

Signed by Tenant 2

*Anthony Bignell-Burge*

Date: 05/04/2024

Tenant Name

Anthony Bignell-Burge

Signed by Tenant 3

Date:

Tenant Name

Signed by Tenant 4

Date:

Tenant Name

Signed by Tenant 5

Date:

Tenant Name

Signed by Tenant 6

Date:

Tenant Name

Signed by Tenant 7

Date:

Tenant Name

Signed by Tenant 8

Date:

Tenant Name

Signed by or on behalf of the Landlord

*Kelly Pengilly*

Date: 05/04/2024

☐ Agent as authorised ☐ Landlord

# Form R4

## Bidders Guide

### Guide to the sale of residential property by auction

*Land and Business (Sale and Conveyancing) Act 1994 section 24I and section 24J(1)(f)*

Under the Act, the real estate agent responsible for this auction must provide each person registered on the bidders register with this guide.

#### Who needs to register?

Any person who intends to bid at an auction for residential property must register.

Registering for an auction does not mean you must bid. Registering simply gives you the right to bid. You can register with the agent at any time before the auction, such as when you inspect the property, or on the day of the auction.

If you are bidding to buy the property jointly, for example, with a spouse or partner, only one person needs to register, however, only that person will be able to bid at the auction.

If you are bidding on behalf of another person you will need to provide that person's name and present a copy of a document signed by that person that authorises you to bid on their behalf.

#### Proof of identity

To register, you must show the agent one of the following\*:

- a current document or card issued to you from a Commonwealth, State, Territory or local government authority (e.g. passport, driver's licence, or pension/health concession card, council or water rates notice)
- a document or card issued to you from a utility company (e.g. an electricity supply company)
- a document or card issued to you by a bank (e.g. visa card)
- a passport issued to you by a foreign government.

\*you do not need to leave the document with the agent or allow them to make a copy

If you are bidding on behalf of another person, you must also provide a copy of one of the documents listed above that has been issued to that person.

It is against the law to provide false information for entry onto the bidders register.

#### What happens at registration?

Once you have registered, the agent will provide you with a unique identifier (comprising a number, letter, colour or some other identifying feature). Each time you make a bid you must display this unique identifier.

## What if I arrive at the auction late?

Once an auction has commenced, the agent may interrupt the auction to allow you to register. It is up to the agent to determine whether or not to stop the auction to allow you to register. If you are entered on the register you may bid at the auction.

## Prescribed standard conditions for auction of residential property

Apart from any conditions of auction that the agent also displays at the auction, the following prescribed standard conditions will apply to all auctions of residential land:

- (a) any person may bid in the auction in person, or by their proxy or representative, subject to the conditions of auction;
- (b) the vendor's reserve price will be as recorded in the auction record;
- (c) to make a bid a person must be registered in the bidders register, having satisfied the requirements as to proof of identity and, if applicable, authority to bid as a proxy or representative;
- (d) the auctioneer will only accept a bid if the person making the bid displays a unique identifier (comprising a number, letter, colour, or some other identifying feature) allocated to the person by the auctioneer
- (e) the auctioneer will, when accepting a bid, audibly announce the unique identifier so displayed by the bidder;
- (f) the auctioneer may refuse a bid if of the opinion that it is not in the best interests of the vendor, and will not be obliged to give any reason for refusing a bid;
- (g) the auctioneer may make bids on behalf of the vendor but not more than 3 such bids and only for amounts below the reserve price; any such bid will be audibly announced by the auctioneer as a "vendor's bid";
- (h) bidding increments will be accepted at the discretion of the auctioneer;
- (i) the person accepted by the auctioneer as having made the highest bid at or above the reserve price will be the purchaser and that bid will be the purchase price;
- (j) the auctioneer will not accept a bid made after the fall of the auctioneer's hammer;
- (k) unless otherwise agreed in writing by the purchaser and the vendor before the commencement of the auction—
  - (i) a contract for the sale of the property, in the form displayed by the auctioneer at the auction, will be completed and signed by or on behalf of the purchaser and the vendor immediately after the fall of the hammer; and
  - (ii) the purchaser will pay a deposit immediately after the fall of the hammer, as specified in the conditions of auction\*;
- (l) the auctioneer will have irrevocable authority, after the fall of the auctioneer's hammer, to complete and sign the contract on behalf of the purchaser or the vendor, or both; completion and signing under that authority will be at the auctioneer's discretion in the event of breach by the purchaser of any of the conditions of auction;
- (m) the cooling-off rights under section 5 of the *Land and Business (Sale and Conveyancing) Act 1994* do not apply to a sale by auction or a sale on the day of auction to a person who has made a bid in the auction (whether in person or by their proxy or representative).

\*NOTE: Conditions of auction includes conditions displayed by the auctioneer at the auction as conditions of the auction, together with the standard conditions set out above.

## Dummy and vendor bidding

It is against the law for the vendor of the property, or a person acting on behalf of the vendor, to make a bid at the auction. This type of activity is called dummy bidding and can attract a maximum penalty of \$20,000.

However, the vendor of the property is entitled to have up to three bids made on their behalf by the auctioneer, who must announce each such bid as a 'vendor bid'. The amount of a vendor bid must be less than the vendor's reserve price.

## Interrupting auctions

It is against the law to knowingly prevent a rival bidder from freely bidding at an auction, or to harass a bidder.

It is also against the law to do anything with the intention of preventing, causing a major disruption to, or causing cancellation of an auction. A maximum penalty of \$20,000 applies.

## Cooling-off period

There is no cooling-off period when you buy at auction.

If you are the successful bidder at auction no further bids can be made or accepted. You must then sign a binding sale contract as soon as possible after the conclusion of the auction. You will usually be required to pay a deposit at the time. The deposit amount is usually around 10% of the purchase price, however you may seek to negotiate a lesser amount with the agent before the auction.

If the property is passed in at auction and if you made a bid at the auction then any sale contract you enter into before midnight on the same day as the auction, as a result of further negotiations with the vendor, is not subject to a cooling-off period.

## Your privacy

The agent is not permitted to disclose information on the bidders register to anyone unless required to by an authorised person under the *Fair Trading Act 1987*.

Disclaimer: This publication is a plain language guide to your rights and responsibilities. It must not be relied upon as legal advice. For more information please refer to the appropriate legislation or seek independent legal advice.



# Form R5

## Collusive Practices

---

### **Collusive practices at auctions of land or a business**

*Land and Business (Sale and Conveyancing) Act 1994* section 24L

*Land and Business (Sale and Conveyancing) Regulations 2010* regulation 28

Section 24L of the *Land and Business (Sale and Conveyancing) Act 1994* makes it unlawful to engage in collusive practices in relation to an auction of land or a business. Under that section a person must not do any of the following as a result of a collusive practice, or induce or attempt to induce another person by a collusive practice to do any of the following:

- (a) abstain from bidding;
- (b) bid to a limited extent;
- (c) do anything else that might tend to prevent free and open competition.

The maximum penalty for committing such an offence is \$20 000.

\* “Collusive practice” is defined in section 24L(4) of the Act. If you are intending to bid at an auction and are unsure whether your activity constitutes a collusive practice, it is advisable to seek independent legal advice.

*NOTE: At auctions of land or businesses this form must be made available for perusal by members of the public for at least 30 minutes immediately before the auction is due to commence.*

# Form R7

## Warning Notice

---

### Financial and Investment Advice

*Land and Business (Sale and Conveyancing) Act 1994 section 24B*

Land and Business (Sale and Conveyancing) Regulations 2010 regulation 21

A land agent or sales representative who provides financial or investment advice to you in connection with the sale or purchase of land or a business is obliged to tell you the following —

**You should assess the suitability of any purchase of the land or business in light of your own needs and circumstances by seeking independent financial and legal advice.**

NOTE: For the purposes of section 24B of the Act, an agent or sales representative who provides financial or investment advice to a person in connection with the sale or purchase of land or a business must

- in the case of oral advice - immediately before giving the advice, give the person warning of the matters set out in this Form orally, prefaced by the words "**I am legally required to give you this warning**"; or
- in the case of written advice - at the same time as giving the advice or as soon as reasonably practicable after giving the advice, give the person this Form, printed or typewritten in not smaller than 12-point type.

# PUBLIC AUCTION OF REAL PROPERTY

## TERMS AND CONDITIONS



### 1. The Auctioneer presents the Property for sale by auction

The Auctioneer, as authorised by the Agent acting for the Vendor, presents the Property for sale by auction on behalf of the Vendor. An offer to purchase the Property may be made by any person present in person or by proxy or representative ("Bidder") by making a bid at auction, subject to these Terms and Conditions.

### 2. Bidders are bound by these Terms and Conditions

By bidding at auction, a Bidder agrees to be bound by these Terms and Conditions.

### 3. Vendor's reserve price

3.1 The Vendor's reserve price ("Reserve Price") will be as recorded in the Auction Record.

3.2 In the event that the Reserve Price is not reached at auction, the Auctioneer and/or the Agent shall attempt to negotiate immediately with the highest Bidder to sell the Property and if no agreement is reached, the Auctioneer and/or Agent will attempt to negotiate with other Bidders and then with any other interested parties.

### 4. Vendor may withdraw the Property from sale

The Vendor may at any time before the Property is sold at auction:

4.1 withdraw the Property from sale; or

4.2 consolidate, divide, or otherwise alter the organisation or arrangement of the Property in any way deemed convenient by the Auctioneer.

### 5. Cooling-off rights do not apply

Cooling-off rights under section 5 of the *Land and Business (Sale and Conveyancing) Act 1994* do not apply to a sale by auction or a sale on the day of auction to a person who has made a bid at the auction (whether in person or by their proxy or representative).

### 6. Registration of Bidders (Residential land only)

6.1 To make a bid at an auction for residential land (as defined in the *Land and Business (Sale and Conveyancing) Act 1994*), a person must be registered in the bidders register.

6.2 To be entered in the bidders register, the person must satisfy the Agent as to the person's identity through providing proof of identity in the required form (through the provision of a driver's licence, passport, credit/debit card, utilities account or similar documentation).

6.3 Where a person intends to bid on the property as a proxy or representative of another person ("Proxy Bidder"), the person intending to bid must produce a signed authority from the other person or entity authorising them to bid on their behalf.

6.4 A person making a bid must do so by displaying their unique identifier, obtained through the Bidder registration process.

### 7. Bidding at auction

#### 7.1 Proxies and representatives at auction

If the Proxy Bidder is the successful bidder at auction and the Purchaser is not present to sign the Contract of Sale immediately following the auction, then the Proxy Bidder will be required to sign the Contract of Sale.

#### 7.2 Bidder offers to purchase the Property

With each bid at auction, a Bidder makes an unconditional offer to purchase the Property which may be accepted by the Auctioneer.

#### 7.3 Vendor may bid at auction

The Auctioneer may make bids on behalf of the Vendor but if the auction is for residential land (as defined in the *Land and Business (Sale and Conveyancing) Act 1994*) the Auctioneer may not make more than 3 such bids and only for amounts below the Reserve Price. Where a Vendor bid is made by the Auctioneer, the Auctioneer will audibly announce the bid as a "vendor's bid".

#### 7.4 Advancement of bids

The bidding increments during the course of the auction will be accepted at the discretion of the Auctioneer.

#### 7.5 Auctioneer may refuse any bid

The Auctioneer may refuse a bid if of the opinion that it is not in the best interests of the Vendor and will not be obliged to give any reason for doing so.

#### 7.6 Bids are binding

A bid accepted by the Auctioneer is binding on the Bidder and may not be withdrawn.

# PUBLIC AUCTION OF REAL PROPERTY

## TERMS AND CONDITIONS



### 7.7 Disputes concerning bids

If there is a dispute concerning bids made at auction ("Dispute") where the Dispute arises before or after the fall of the hammer or some similar indication that the Property is sold ("Fall of Hammer"), then the Auctioneer will decide the Dispute in a way that he or she deems appropriate. The decision of the Auctioneer is final and gives rise to no claim by any person against another.

### 7.8 Selection of the Purchaser and determination of the purchase price

A person accepted by the Auctioneer as having made the highest bid at or above the Reserve Price will be the Purchaser ("Purchaser") and that bid will be the purchase price ("Purchase Price"). The Auctioneer will not accept a bid made after the fall of the Auctioneer's hammer.

### 7.9 The Purchaser must pay the deposit and sign the Contract

Subject to the determination of any Dispute, unless otherwise agreed in writing and advised before commencement of the auction, the Purchaser, upon being acknowledged by the Auctioneer as the Purchaser must:

- 7.9.1 immediately complete all necessary details required by the Auctioneer to enter into a contract for the sale and purchase of the Property in the form of contract that is displayed by the Auctioneer at the auction ("Contract"); and
- 7.9.2 immediately pay to the Auctioneer a deposit equal to ten percent (10%) of the Purchase Price; and
- 7.9.3 complete the purchase of the Property in accordance with the Terms and Conditions contained in the Contract for the Purchase Price.

## 8. Auctioneer may sign the Contract

The Auctioneer will have irrevocable authority, after the fall of the Auctioneer's hammer, to complete and sign the Contract on behalf of the Purchaser or the Vendor, or both. Completion and signing under the Auctioneer's authority will be at the Auctioneer's discretion in the event of a breach by the Purchaser of any of the conditions of the auction. The party for whom the Auctioneer has signed the Contract is bound by the Contract.

## 9. Variations of Terms and Conditions before auction

Where the Vendor has agreed in writing with a Bidder to vary these Terms or other conditions, before the Auction, then those variations will apply to that Bidder only.

## 10. Property may be re-auctioned

### 10.1 If the Purchaser fails:

- (a) to pay the deposit; or
- (b) to execute the Contract

(or both) immediately after the fall of the Auctioneer's hammer, then the Purchaser is deemed by the Auctioneer to have breached his or her obligation to complete the purchase of the Property.

### 10.2 Where clause 10.1 applies, the Auctioneer/Agent is authorised by the Vendor to terminate the Contract and:

- (a) re-auction the Property; or
- (b) to sell the Property by private treaty.

## 11. Vendor may sue Purchaser for damages

Notwithstanding clause 10.2, the Vendor may sue the Purchaser for damages for any failure to comply with these Terms and Conditions and/or the Contract.

## 12. Holding over the auction

The Auctioneer may hold over the Property and re-offer it for auction at another time on the same day on Terms and Conditions as the Vendor may nominate.

## 13. Auctioneer may vary these Terms and Conditions

Subject to legislative requirements, the Auctioneer is entitled to vary these Terms and Conditions by announcement immediately before or during the auction including, but not limited to, advising registered bidders that any variations sought by them have been accepted by the Vendor.

## 14. Legal age of Purchaser

A Bidder must be at least 18 years of age.

## 15. Foreign Investment Review Board Approval

A person who wishes to bid for or purchase the Property warrants that they do not require approval from the Foreign Investment Review Board (or any similar organisation) for the purchase herein.

A person who wishes to make a bid at the auction for the Property who requires approval from the Foreign Investment Review Board (or any similar organisation) for the purchase herein must make arrangements suitable to the Auctioneer before the auction.