

Form 1 - Vendor's statement

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

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Preliminary

To the purchaser:

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

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

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

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

Instructions to the vendor for completing this statement:

☐

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

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

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

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:

Neville Graham Davis
Janet Gay Davis

Address:

116 Boorah Road
Jimboomba
Queensland 4280

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]*

CT 5090/936

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:

116 Boorah Road Jimboomba QLD 4280

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

kim@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.

Proceeding with the purchase

If you wish to proceed with the purchase -

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

Part C - Statement with respect to required particulars

(section 7(1))

To the purchaser:

<div>We I/We</div>	Neville Graham Davis Janet Gay Davis
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of	116 Boorah Road Jimboomba QLD 4280
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being the in relation to the transaction state that the Schedule contains all particulars required to be given to you pursuant to section 7(1) of the *Land and Business (Sale and Conveyancing) Act 1994*.

Date:	<input type="text"/>	Date:	<input type="text"/>
Signed	<input type="text"/>	Signed	<input type="text"/>
Date:	<input type="text"/>	Date:	<input type="text"/>
Signed	<input type="text"/>	Signed	<input type="text"/>

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

(section 9)

To the purchaser:

I, Kim Henley

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

Exceptions:	Nil
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Date:	<input type="text"/>
Signed:	<input type="text"/>

- 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, but not 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 bold type 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 each 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 all of the requested particulars are contained in an attachment (instead of in the item) in accordance with the Note preceding this table, identify the attachment in the place provided in column 2 and (if required by the Note) identify the parts of the attachment that contain the particulars.]</p>		

1. General

1.1	Mortgage of land	<div>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): <div></div> Number of mortgage (if registered): <div></div> Name of mortgagee: <div></div></div>	<div><div></div><div></div><div></div></div>
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1.2 Easement

(whether over the land or annexed to the land)

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

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

Is this item applicable?

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

Are there attachments?

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

Certificate of Title

Description of land subject to easement:

Marked A on Certificate of Title

Nature of easement:

To the Council

Are you aware of any encroachment on the easement?

No

If YES, give details:

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

If YES, give details:



No

Yes

1.3 Restrictive covenant

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

Is this item applicable?

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

Are there attachments?

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

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

Name of parties:

Marcus Troy Scott

Period of lease, agreement for lease etc:

From 21/06/2024

to 19/06/2025

Amount of rent or licence fee:

\$ 760.00 per Fortnight (period)

Is the lease, agreement for lease etc in writing?

Yes

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

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

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



No

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?
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



No

Yes

6. Repealed Act conditions

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

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

Is this item applicable?
Will this be discharged or satisfied prior to or at settlement?
Are there attachments?
If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

Local Government Inquiry Certificate

Nature of condition(s):
See copy of Local Government Inquiry Certificate attached

☒

No

Yes

7. Emergency Services Funding Act 1998

7.1 section 16 - Notice to pay levy

Is this item applicable?
Will this be discharged or satisfied prior to or at settlement?
Are there attachments?
If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

Date of notice:

Amount of levy payable:

29. Planning, Development and Infrastructure Act 2016

29.1 Part 5 - Planning and Design Code

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

Is this item applicable?



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

No

Are there attachments?

Yes

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

PlanSA Extract

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

Zones - General Neighbourhood (GN)

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

No

Is the land designated as a local heritage place?

No

Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land?

No

Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?

Yes

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

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

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

Is this item applicable?
Will this be discharged or satisfied prior to or at settlement?
Are there attachments?
If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):

☐

Date of authorisation:

Name of relevant authority that granted authorisation:

Condition(s) of authorisation:

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

Is this item applicable?
Will this be discharged or satisfied prior to or at settlement?
Are there attachments?
If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):

☐

Date of notice:

Name of person giving notice of proposed work:

Building work proposed (as stated in the notice):

Other building work as required pursuant to the Act:

29.4 section 140 - Notice requesting access

Is this item applicable?

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

Are there attachments?

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

☐

Date of notice:

Name of person requesting access:

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

Activity of work to be carried out:

29.5 section 141 - Order to remove or perform work

Is this item applicable?

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

Are there attachments?

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

☐

Date of order:

Terms of order:

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

Amount payable (if any):

\$

29.6 section 142 - Notice to complete development

Is this item applicable?

☐

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

Are there attachments?

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

Date of notice:

Requirements of notice:

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

Amount payable (if any):

29.7 section 155 - Emergency order

Is this item applicable?

☐

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

Are there attachments?

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

Date of order:

Name of authorised officer who made order:

Name of authority that appointed the authorised officer:

Nature of order:

Amount payable (if any):

29.8 section 157 - Fire safety notice

Is this item applicable?

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

Are there attachments?

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

☐

Date of notice:

Name of authority giving notice:

Requirements of notice:

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

Amount payable (if any):

\$

29.9 section 192 or 193 - Land
management agreement

Is this item applicable?

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

Are there attachments?

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

☐

Date of agreement:

Names of parties:

Terms of agreement:

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

Is this item applicable?

☐

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

☐

Are there attachments?

☐

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

Date requirement given:

Name of body giving requirement:

Nature of requirement:

Contribution payable (if any):

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

Is this item applicable?

☐

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

☐

Are there attachments?

☐

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

Date of agreement:

Names of parties:

Terms of agreement:

Contribution payable (if any):

Is this item applicable?

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

Are there attachments?

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

☐

Date of commencement of proceedings:

Date of determination or order (if any):

Terms of determination or order (if any):

Is this item applicable?

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

Are there attachments?

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

☐

Date notice given:

Name of designated authority giving notice:

Nature of directions contained in notice:

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

Amount payable (if any):

\$

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

Is this item applicable?

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

Are there attachments?

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

☐

Date order made:

Name of court that made order:

Action number:

Names of parties:

Terms of order:

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

ANNEXURES

-

- ☐ There are no documents annexed hereto
- ☒ The following documents are annexed hereto -

Form R3 – Buyers Information Notice
Copy of certificate(s) of title to the land
Local Government Inquiry Certificate including PlanSA Extract
Property Interest Report
Copy of lease, agreement for lease, tenancy agreement or licence
SA Water
Land Tax
Check Search
Historical Search
Title & Valuation package

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)

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 5090 Folio 936

Parent Title(s) CT 3907/126
Creating Dealing(s) CONVERTED TITLE
Title Issued 28/09/1992 **Edition** 7 **Edition Issued** 20/05/2022

Estate Type

FEE SIMPLE

Registered Proprietor

NEVILLE GRAHAM DAVIS
JANET GAY DAVIS
OF 116 BOORAH ROAD JIMBOOMBA QLD 4280
AS JOINT TENANTS

Description of Land

ALLOTMENT 88 DEPOSITED PLAN 7604
IN THE AREA NAMED BANKSIA PARK
HUNDRED OF YATALA

Easements

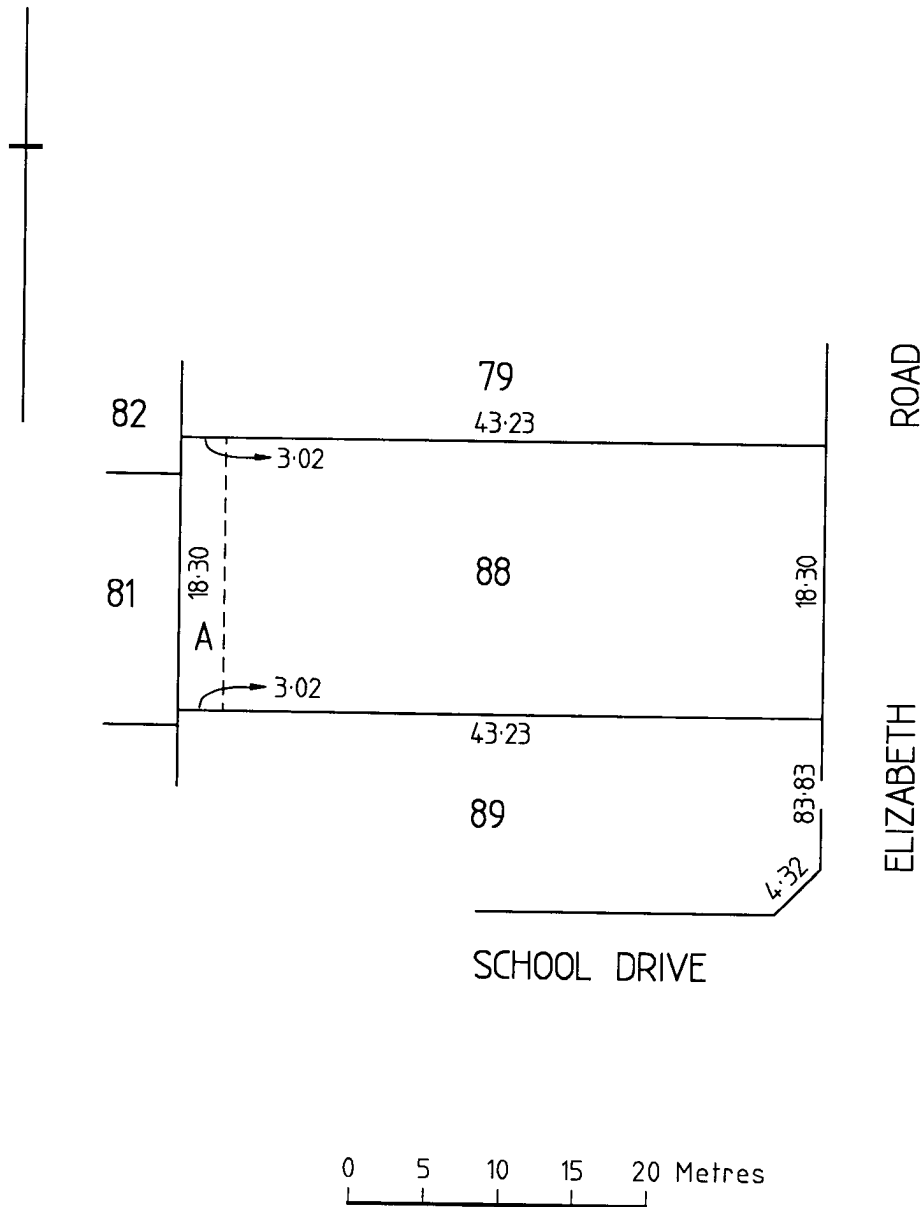
SUBJECT TO EASEMENT(S) OVER THE LAND MARKED A TO THE COUNCIL FOR THE AREA (T 3368757)

Schedule of Dealings

NIL

Notations

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



Certificate No: **2024/1669**
Receipt No: **969116**

Date of Issue: **05 February 2025**



CITY OF
TEA TREE GULLY
Naturally Better

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

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

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

CERTIFICATE

Section 187 (1) of the Local Government Act

Assessment No: **18023**
Valuer General No: **2825486008**
Property Description: **LOT: 88 DP: 7604 CT: 5090/936**
Property Address: **51A Elizabeth Street BANKSIA PARK SA 5091**
Owner: **Mr Neville Graham Davis & Mrs Janet Gay Davis**

Rates - Regional Landscape Levy	\$39.55
Rates - Residential	\$1,666.85
Overdue/Arrears	\$0.00
Interest/Rounding	\$0.00
Legal Costs	\$0.00
Less Rebate	\$0.00
Less Payments Received	-\$854.40
General Debtors	\$0.00
Total Amount Due	\$852.00

Please Note:

Further fines & interest may be applied to overdue accounts.

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

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

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

Delegated Officer: 



We accept settlement payment of council rates

BPay Biller Code: 439075 / Reference # 1000180230

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

LOCAL GOVERNMENT INQUIRY CERTIFICATE

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



CITY OF
TEA TREE GULLY
Naturally Better

Certificate No: **2024/1669**
Assessment No: **18023**
Receipt No: **969116**

Date of Issue: **05 February 2025**

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

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

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

Valuer General No: **2825486008**
Property Description: **LOT: 88 DP: 7604 CT: 5090/936**
Property Address: **51A Elizabeth Street BANKSIA PARK SA 5091**
Owner: **Mr Neville Graham Davis & Mrs Janet Gay Davis**

Provision of Prescribed Information

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

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

Development Section

Prescribed Encumbrance	Particulars Required
Part 1 – Items that must be included in statement	
Development Act 1993 (Repealed)	
Section 42 – Condition (that continues to apply) of a development authorisation)	01 December 2000 - Development Application - Approved - 2000/00075836 - Verandah
Repealed Act Conditions <i>Disclaimer: The nature of the City of Tea Tree Gully records are such that it cannot provide details of conditions (that continue to apply) of provisional building rules consent (or its equivalent) granted under the following repealed Acts.</i>	
Condition (that continues to apply) of an approval or authorisation granted under any of the following Acts: Building Act 1971 (repealed) City of Adelaide Development Control Act 1976 (repealed) Planning and Development Act 1966 (repealed) Planning Act 1982 (repealed)	22 November 1982 - Provisional Building Rules - Approved - 1982/00017555 - Addition
Planning, Development and Infrastructure Act 2016	
Part 5 – Planning and Design Code	Refer PlanSA Extract

Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code)	
Is the land situated in a designated State Heritage place?	Refer PlanSA Extract
Is the land designated as a place of local heritage value?	Refer PlanSA Extract
Is there a tree declared to be a significant tree or a stand of trees declared to be significant trees on the land?	Refer PlanSA Extract
Is there a current amendment to the Planning and Design Code released for public consultation by the State Planning Commission on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?	Refer to Property Interest Report Land Services SA
Section 127 – Condition (that continues to apply) of a development authorisation	Refer PlanSA Extract
Part 2 – Items to be included if land affected	
Development Act 1993 (repealed)	
Section 50(1) – Requirement to vest land in a council or the Crown to be held as open space	N/A
Section 50(2) – Agreement to vest land in a council or the Crown to be held as open space	N/A
Section 55 – Order to remove or perform work	NIL
Section 56 – Notice to complete development	NIL
Section 57 – Land Management Agreement	See Title for Details
Section 69 – Emergency Order	NIL
Section 71 – Fire Safety Notice	NIL
Section 84 – Enforcement Notice	NIL
Section 85(6), 85(10) or 106 – Enforcement Order	NIL
Part 11 Division 2 – Proceedings	NIL
Fire and Emergency Services Act 2005	
Section 105f - Notice of action required concerning flammable materials on land / Notice of action required to protect against outbreak or spread of fire	NIL
Food Act 2001	
Section 44 – Improvement Notice	NIL
Section 46 – Prohibition Order	NIL

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

Additional Information (City of Tea Tree Gully) <i>Note: The following is provided for additional information purposes only and is not provided pursuant to the Land and Business (Sale and Conveyancing) Act 1994 or Regulations 2010</i>	
Miscellaneous	NIL
Easements	EASEMENT – CITY OF TEA TREE GULLY RIGHT OF WAY
CWMS	As at 1st July 2022 all enquiries and charges are now the responsibility of SA Water. For further information please refer to SA Water property search response or phone 1300 729 283

Particulars relating to Environment Protection

Does the council hold details of any development approvals relating to

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

NO

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

Note – Building Indemnity Insurance is not required for:

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

BUILDING INDEMNITY INSURANCE AS ATTACHED OR AS PROVIDED ON PLANSA EXTRACT

NO

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

Disclaimer

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

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

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

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

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

Authorised Officer



Date.....05/02/2025.....

Data Extract for Section 7 search purposes

Valuation ID 2825486008

Data Extract Date: 05/02/2025

Parcel ID: D7604 AL88

Certificate Title: CT5090/936

Property Address: 51A ELIZABETH ST BANKSIA PARK SA 5091

Zones

General Neighbourhood (GN)

Subzones

No

Zoning overlays

Overlays

Affordable Housing

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

Hazards (Flooding - Evidence Required)

The Hazards (Flooding - Evidence Required) Overlay adopts a precautionary approach to mitigate potential impacts of potential flood risk through appropriate siting and design of development.

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

DECISION NOTIFICATION FORM



CITY OF
TEA TREE GULLY
Naturally Better

Development Number: **75836** /2000

FOR DEVELOPMENT APPLICATION:

DATED:

28/11/2000

REGISTERED ON:

28/11/2000

TO:

Mr G Murphy
38 Oratanga Road
Modbury North
SA 5092

LOCATION OF PROPOSED
DEVELOPMENT:

**51A Elizabeth Street Banksia
Park**

FORMAL PROPERTY TITLE:

LOT: 88 SEC: 5480 SPO: 173871 CT: 5090/936

Nature of Proposed Development:
Verandah Class 10A

In respect of this proposed development you are informed that:

NATURE OF DECISION	CONSENT GRANTED	DATE	NO OF CONDITIONS
Provisional Development Plan Consent	YES	28/11/2000	1
Provisional Building Rules Consent	YES	01/12/2000	1
DEVELOPMENT APPROVAL	YES	01/12/2000	2

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 Decisions: **01/12/2000**

Signed:

R. Fitzgerald

Date:

1/12/00

☐ Development Assessment Commission or
delegate

☒ Council Chief Executive Officer or delegate

☐ Private Certified

☒ Sheets attached


TELEPHONE: Building 83977323 Planning 83977209 FAX 83977366

PO Box 571
Modbury SA 5092
571 Montague Road
Modbury
Tel (08) 8397 7444
Fax (08) 8397 7400
Email cttg@cttg.sa.gov.au



PROVISIONAL DEVELOPMENT PLAN CONSENT CONDITIONS

(1) The development must be undertaken and completed in accordance with the plans and information detailed in Application No. 75836/2000 except where varied by any condition(s) listed below.

PER.....

PROVISIONAL BUILDING RULES CONSENT CONDITIONS

(1) Stormwater shall be disposed of in such a manner so that none of the following conditions occur:

- (i) the water enters or lies against the building;
- (ii) the water unduly affects the stability of the building or any other building on the same site;
- (iii) the water unduly creates any unhealthy or dangerous condition on the site or within the building;
- (iv) the water discharges into any drain leading to a sewerage system or to a common effluent drainage system and shall not be discharged so that it flows onto adjoining properties without the prior written consent of the property owners.

PER.....

DEVELOPMENT APPROVAL NOTES



CITY OF
TEA TREE GULLY
Naturally Better

The owner is responsible to ensure that:-

- the description of the land in the site plan is in accordance with the Certificate of Title for the property
- building works are correctly depicted on the site plan submitted
- approved building works are constructed within the property boundary.

An approved crossing place (entranceway) must be provided prior to commencement of construction. Crossing place construction applications are available from Council's City Assets Team.

It is the owners responsibility to ensure that the proposed building work is not sited over an easement. A copy of the certificate of title, which is available from the Lands Titles Office, will provide this information.

You are advised to contact the appropriate authorities such as S A Water, ETSA, Telstra, Transport SA, Boral Energy, Aust Post regarding their requirements before construction is commenced.

The ETSA should be notified by you of all proposed additions and alterations to existing building and those proposals to erect signs, awnings, temporary scaffolding or other structures near overhead electricity service and street mains. Building work near overhead electricity conductors sometimes creates dangerous situations while underground cables are often covered in such a way that maintenance becomes impossible. Failure to observe safe clearances to existing services in building operations may make you liable to pay damages to the Trust.

Building materials are not to be placed on the road or footpath areas.

- 1 You may have a right of appeal to the Environment, Resources and Development Court against the decision if it is either:

- a refusal, or
- an authorisation with conditions.

Such an appeal may be lodged within two months of the day on which you receive notice of the decision or such longer period as the Court may allow.

Please contact the Environment, Resources & Development Court, not Council, if you wish to appeal. The Court is situated in the Samuel Way Building, Victoria Square, Adelaide, Telephone 82040300.

- 2 If your application was the subject of third party representations, any consent shall not operate until after fifteen business days from the date of the decision.

If there is an appeal by a third party, any consent shall not operate until determination or withdrawal of the appeal.

It is suggested that, fifteen business days after the date of the decision, you contact the Environment, Resources and Development Court to determine if an appeal has been lodged.

- 3 The development must be substantially commenced or for land division, you must apply to the Council and the Planning Commission for certificates of approval, within 12 months of the date of the decision unless the period has been extended by Council, or if the decision has been subject to an appeal, 12 months from the date of the determination or withdrawal of the appeal.

Any consent granted, whether subject to conditions or not shall lapse after 3 years from the operative date of the decision or appeal, if the development has not been substantially completed.

You will require a fresh consent before commencing or continuing the development if you are unable to satisfy these requirements.

PO Box 571
Modbury SA 5092
571 Montague Road
Modbury
Tel (08) 8397 7444
Fax (08) 8397 7400
Email cttg@cttg.sa.gov.au

Property Interest Report

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

Title Reference	CT 5090/936	Reference No. 2645140
Registered Proprietors	N G & J G*DAVIS	Prepared 04/02/2025 12:06
Address of Property	51A ELIZABETH STREET, BANKSIA PARK, SA 5091	
Local Govt. Authority	CITY OF TEA TREE GULLY	
Local Govt. Address	571 MONTAGUE RD MODBURY, SA 5092	

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

Table of Particulars

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

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

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

1. General

- | | | |
|-----|--|--|
| 1.1 | Mortgage of land

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

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

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

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

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

also

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

2. Aboriginal Heritage Act 1988

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

an area surrounding a site

2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

3. ***Burial and Cremation Act 2013***

3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

4.1 section 5 - Notice requiring payment

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

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

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

5.6 section 57 - Land management agreement

Refer to the Certificate of Title

5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

5.9 section 71 - Fire safety notice

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

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

6. Repealed Act conditions

6.1	Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1966</i> (repealed) <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
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7. Emergency Services Funding Act 1998

7.1	section 16 - Notice to pay levy	An Emergency Services Levy Certificate will be forwarded. If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750. Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates www.revenuesaonline.sa.gov.au
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8. Environment Protection Act 1993

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

8.9	section 103P - Notation of site contamination audit report in relation to the land	EPA (SA) does not have any current Orders registered on this title
8.10	section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land	EPA (SA) does not have any current Orders registered on this title
9.	<i>Fences Act 1975</i>	
9.1	section 5 - Notice of intention to perform fencing work	Contact the vendor for these details
10.	<i>Fire and Emergency Services Act 2005</i>	
10.1	section 105F - (or section 56 or 83 (repealed)) - Notice to take action to prevent outbreak or spread of fire	Contact the Local Government Authority for other details that might apply Where the land is outside a council area, contact the vendor
11.	<i>Food Act 2001</i>	
11.1	section 44 - Improvement notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
11.2	section 46 - Prohibition order	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
12.	<i>Ground Water (Qualco-Sunlands) Control Act 2000</i>	
12.1	Part 6 - risk management allocation	Qualco Sunlands Ground Water Control Trust has no record of any allocation affecting this title
12.2	section 56 - Notice to pay share of Trust costs, or for unauthorised use of water, in respect of irrigated property	DEW Water Licensing has no record of any notice affecting this title
13.	<i>Heritage Places Act 1993</i>	
13.1	section 14(2)(b) - Registration of an object of heritage significance	Heritage Branch in DEW has no record of any registration affecting this title
13.2	section 17 or 18 - Provisional registration or registration	Heritage Branch in DEW has no record of any registration affecting this title
13.3	section 30 - Stop order	Heritage Branch in DEW has no record of any stop order affecting this title
13.4	Part 6 - Heritage agreement	Heritage Branch in DEW has no record of any agreement affecting this title also Refer to the Certificate of Title
13.5	section 38 - "No development" order	Heritage Branch in DEW has no record of any "No development" order affecting this title
14.	<i>Highways Act 1926</i>	
14.1	Part 2A - Establishment of control of access from any road abutting the land	Transport Assessment Section within DIT has no record of any registration affecting this title
15.	<i>Housing Improvement Act 1940 (repealed)</i>	
15.1	section 23 - Declaration that house is undesirable or unfit for human habitation	Contact the Local Government Authority for other details that might apply
15.2	Part 7 (rent control for substandard houses) - notice or declaration	Housing Safety Authority has no record of any notice or declaration affecting this title
16.	<i>Housing Improvement Act 2016</i>	

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

17. *Land Acquisition Act 1969*

17.1	section 10 - Notice of intention to acquire	Refer to the Certificate of Title for any notice of intention to acquire also Contact the Local Government Authority for other details that might apply
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18. *Landscape South Australia Act 2019*

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

Act

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

19. *Land Tax Act 1936*

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

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

20. *Local Government Act 1934 (repealed)*

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

21. *Local Government Act 1999*

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

22. *Local Nuisance and Litter Control Act 2016*

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

23. *Metropolitan Adelaide Road Widening Plan Act 1972*

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

24. *Mining Act 1971*

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

24.9	Proclamation with respect to a private mine	Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title
25. <i>Native Vegetation Act 1991</i>		
25.1	Part 4 Division 1 - Heritage agreement	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.2	section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.3	section 25D - Management agreement	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.4	Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation	DEW Native Vegetation has no record of any refusal or condition affecting this title
26. <i>Natural Resources Management Act 2004 (repealed)</i>		
26.1	section 97 - Notice to pay levy in respect of costs of regional NRM board	The regional landscape board has no record of any notice affecting this title
26.2	section 123 - Notice to prepare an action plan for compliance with general statutory duty	The regional landscape board has no record of any notice affecting this title
26.3	section 134 - Notice to remove or modify a dam, embankment, wall or other obstruction or object	The regional landscape board has no record of any notice affecting this title
26.4	section 135 - Condition (that remains in force) of a permit	The regional landscape board has no record of any notice affecting this title
26.5	section 181 - Notice of instruction as to keeping or management of animal or plant	The regional landscape board has no record of any notice affecting this title
26.6	section 183 - Notice to prepare an action plan for the destruction or control of animals or plants	The regional landscape board has no record of any notice affecting this title
26.7	section 185 - Notice to pay costs of destruction or control of animals or plants on road reserve	The regional landscape board has no record of any notice affecting this title
26.8	section 187 - Notice requiring control or quarantine of animal or plant	The regional landscape board has no record of any notice affecting this title
26.9	section 193 - Protection order to secure compliance with specified provisions of the Act	The regional landscape board has no record of any order affecting this title
26.10	section 195 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act	The regional landscape board has no record of any order affecting this title
26.11	section 197 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act	The regional landscape board has no record of any authorisation affecting this title
27. <i>Outback Communities (Administration and Management) Act 2009</i>		
27.1	section 21 - Notice of levy or contribution payable	Outback Communities Authority has no record affecting this title

28. *Phylloxera and Grape Industry Act 1995*

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

29. *Planning, Development and Infrastructure Act 2016*

- 29.1 Part 5 - Planning and Design Code
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]
- Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated.
- also
- Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title
- also
- For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority
- also
- Contact the Local Government Authority for other details that might apply to a place of local heritage value
- also
- For details of declared significant trees affecting this title, contact the Local Government Authority
- also
- Code Amendment**
- Golden Grove Neighbourhood - The Proponent (YAS Property & Development and Falkenburg Road Pty Ltd) is proposing to rezone land at Golden Grove to support a premium quality master-planned development with open space and new cycling and pedestrian connections. For more information, refer to the 'Code Amendments' page on the PlanSA portal: https://plan.sa.gov.au/have_your_say/ or phone PlanSA on 1800752664.
- Code Amendment**
- Statewide Bushfire Hazards Overlay - aims to review the current policy framework (spatial layers and policy content) of the six Hazard (Bushfire Risk) Overlays as well as explore other planning instruments and mechanisms to assist in mitigating bushfire hazard impacts. Please note that this Code Amendment only applies to a portion of some council areas. To understand if your property is affected, please check the bushfire hazard map at <https://plus.geodata.sa.gov.au/bushfire/index.html>. For more information, please visit https://plan.sa.gov.au/have_your_say/ or contact PlanSA via email (PlanSA@sa.gov.au) or telephone (1800 752 664).
- Code Amendment**
- 10-20 Halls Road Highbury – Hallan Nominees Pty Ltd (the Proponent) are proposing to rezone the land at 10-20 Halls Road, Highbury from "Resource Extraction" to "General Neighbourhood" to facilitate low density residential development. Preliminary investigations undertaken by the proponent have concluded that residential uses should be possible with appropriate levels of engineering and protection. For more information, visit the Code Amendments webpage on the SA Planning Portal https://plan.sa.gov.au/have_your_say/general_consultations or phone PlanSA on 1800752664.
- Code Amendment**
- Accommodation Diversity - The State Planning Commission is proposing refinements to policy to provide more flexibility in housing design to encourage housing choices to meet the needs of South Australians. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal: https://plan.sa.gov.au/have_your_say/general_consultations or phone PlanSA on 1800 752 664.
- Code Amendment**

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

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

29.13	section 213 - Enforcement notice	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.14	section 214(6), 214(10) or 222 - Enforcement order	Contact the Local Government Authority for details relevant to this item also State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
30. <i>Plant Health Act 2009</i>		
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. <i>Public and Environmental Health Act 1987 (repealed)</i>		
31.1	Part 3 - Notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
31.2	<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
32. <i>South Australian Public Health Act 2011</i>		
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
33. <i>Upper South East Dryland Salinity and Flood Management Act 2002 (expired)</i>		
33.1	section 23 - Notice of contribution payable	DEW has no record of any notice affecting this title
34. <i>Water Industry Act 2012</i>		
34.1	Notice or order under the Act requiring payment of charges or other amounts or making other requirement	An SA Water Certificate will be forwarded. If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950 also The Office of the Technical Regulator in DEM has no record of any notice or order affecting this title also Lightsview Re-Water Supply Co Pty Ltd has no record of any notice or order affecting

this title.

also

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

also

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

35. *Water Resources Act 1997 (repealed)*

35.1 section 18 - Condition (that remains in force) of a permit

DEW has no record of any condition affecting this title

35.2 section 125 (or a corresponding previous enactment) - Notice to pay levy

DEW has no record of any notice affecting this title

36. Other charges

36.1 Charge of any kind affecting the land (not included in another item)

Refer to the Certificate of Title

also

Contact the vendor for these details

also

Contact the Local Government Authority for other details that might apply

Other Particulars

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

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

Additional Information

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

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

Notices

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

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

Building restrictions

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

In addition, if a building or structure is erected in proximity to a powerline of an electricity entity in contravention of the *Electricity Act*, the entity may seek a court order:

- a) requiring the person to take specified action to remove or modify the building or structure within a specified period;
- b) for compensation from the person for loss or damage suffered in consequence of the contravention; and/or
- c) for costs reasonably incurred by the entity in relocating the powerline or carrying out other work.

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

Statutory easements

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

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

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

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

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

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

Land Tax Act 1936 and Regulations thereunder

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

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

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

Information should be obtained from:

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

Landscape South Australia 2019

Water Resources Management - Taking of underground water

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

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

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

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: Karen Parkin

ABN (if applicable): 59008093598

RLA No: 1866

Street 1: 1332 North East Road

Street 2:

Suburb: TEA TREE GULLY

State: SA

Postcode: 5091

Telephone: W: 08 8265 5511

M: 0448543123

Email: karen@burtongroves.com.au

Address for service of documents if different to above:

2. LANDLORD 1: Full Name: Neville & Janet Davis

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

Street 1: 116 Boorah Road

Street 2:

Suburb: Jimboomba

State: QLD

Postcode: 4280

ABN (if applicable):

LANDLORD 2: Full Name:

Address for service of documents for Landlord 2 if different from Landlord 1 (cannot be Agent's address for service):

Street 1:

Street 2:

Suburb:

State:

Postcode:

ABN (if applicable):

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

Street 1:

Street 2:

Suburb:

State:

Postcode:

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

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

Street 1:

Street 2:

Suburb:

State:

Postcode:

ABN (if applicable):

R

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Residential 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: Karen Parkin

ABN (if applicable): 59008093598

RLA No: 1866

Street 1: 1332 North East Road

Street 2:

Suburb: TEA TREE GULLY

State: SA

Postcode: 5091

Telephone: W: 08 8265 5511

M: 0448543123

Email: karen@burtongroves.com.au

The Agent consents to the above email address being used for the purposes of service under the *Residential Tenancies Act 1995*.

2. LANDLORD 1: Full Name: Neville & Janet Davis

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

Street 1: 116 Boorah Road

Street 2:

Suburb: Jimboomba

State: QLD

Postcode: 4280

ABN (if applicable):

LANDLORD 2: Full Name:

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

Street 1:

Street 2:

Suburb:

State:

Postcode:

ABN (if applicable):

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

3. TENANT 1: Full Name: Marcus Troy Scott

Telephone: 0400 649 229

Email address for service of documents: marcus.scott668@mail.com

TENANT 2: Full Name:

Telephone:

Email address for service of documents:

TENANT 3: Full Name:

Telephone:

Email address for service of documents:

TENANT 4: Full Name:

Telephone:

Email address for service of documents:

Are there additional Tenants? Yes If yes, refer to Annexure - Additional Tenants

4. PREMISES

Street 1: 51A Elizabeth Street

Street 2:

Suburb: Banksia Park

State: SA

Postcode: 5091

5. TERM

✓ Fixed: Commencement Date: 21 / 06 / 2024 End Date: 19 / 06 / 2025

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

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Residential Tenancy Agreement: Schedule



6. RENT

Amount: Words: Three Hundred and Eighty Dollars

\$ 380.00

Per (period): WEEK

Payable in advance: Weekly ☒ Fortnightly ☐ Calendar monthly ☐

Payments: First Payment of \$ 760.00 on 21 / 06 / 2024 with the

next payment of \$ 760.00 on 05 / 07 / 2024

and thereafter: \$ 760.00 on the FRIDAY of each FORTHNIGHT

Payment Method: ☒ Internet Transfer



Other Centrepay ☐

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

7. BOND

Words: One Thousand Five Hundred and Twenty Dollars

\$ 1520.00

8. OUTGOINGS (Clause 3.1.3)

☒ All water usage costs adjusted for the period of tenancy

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

☒ All water supply charges adjusted for the period of tenancy

☐ No charge for water

☐ Other (specify) _____

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

Service

Apportionment

9. INSURANCE (Clause 3.1.13)

Responsibility for insurance of the premises ☒ Landlord

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

10. EXCLUSION OF ANY PART OF PROPERTY

Parts of property not included in this agreement: _____

11. PETS APPROVED

☒ No

Yes - Refer to Annexure - Pet Agreement

Handwritten signature

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Residential Tenancy Agreement: Schedule



12. REPAIR INSTRUCTIONS

☒ Always contact Agent

☐ Nominated contact

Contact 1:

Name: FIRST NATIONAL REAL ESTATE BURTON GROVES - During Office Hours

Telephone: (08) 8265 5511

Contact 2:

Name: For after Hours EMERGENCIES - Please call and leave a clear Voice & Text message

Telephone: 0448 543 123

13. ADDITIONAL CONDITIONS

☐ N/A

☒ As detailed below

☐ See annexure

1. First National Burton Groves Disparagement Clause:

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.

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.

2. Lilly Wager - age 19 years - is permitted to reside at the property but is not listed on the lease agreement.

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Residential 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.

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Residential Tenancy Agreement: Terms and Conditions



- 3.2 The Tenant must not without the prior written consent of the Landlord:
- 3.2.1 use, cause or permit the Property to be used for an illegal or unauthorised purpose;
 - 3.2.2 intentionally or negligently cause or allow others to intentionally or negligently damage the Property (including by driving nails, plugs or screws or fixing any adhesive material to any part of the Property);
 - 3.2.3 use any sink, basin, bath, lavatory, drain or similar facility ("the Plumbing") in or connected to the Property for other than their intended purpose;
 - 3.2.4 damage the Plumbing or the drainage or sewerage systems of the Property;
 - 3.2.5 affix any fixture or make any renovation, alteration or addition to the Property;
 - 3.2.6 remove or alter any fixture or device on the Property;
 - 3.2.7 cause or permit a nuisance or any interference with the reasonable peace, comfort or privacy of any person who resides in the immediate vicinity of the Property;
 - 3.2.8 assign this tenancy or sublet the Property. The Landlord may charge their reasonable expenses to the Tenant in giving consent to or considering an application for consent from the Tenant to sublet the Property or assign their interest in the tenancy;
 - 3.2.9 affix any television antenna, cable TV or satellite dish to the Property;
 - 3.2.9.1 it is acknowledged by the tenant that the landlord and/or the agent do not represent or guarantee that a telephone line or a television aerial is connected to the Premises, even if one or more telephone / aerial plug/s is located in the Premises;
 - 3.2.10 install any air-conditioning unit on or in the Premises;
 - 3.2.11 keep any animals (including reptiles, mammals, birds, poultry or fish) on the Property;
 - 3.2.12 permit any bicycle or motor cycle to be brought into the living areas of the Premises or left anywhere in or near the Premises other than in an agreed parking place;
 - 3.2.13 place any advertisement, notice or sign on or in the Property;
 - 3.2.14 interfere with any machinery, plant or equipment belonging to the Landlord on the Property other than to operate it in accordance with the Landlord's or the manufacturer's instructions;
 - 3.2.15 allow any person other than the intended occupants notified to the Landlord prior to the commencement of this Agreement to remain on the Property for more than fourteen (14) days;
 - 3.2.16 alter, remove or add any locks or other security devices to the Property. In the event consent is granted, the Tenant must supply any key, device or updated security code to the Agent as soon as practicable;
 - 3.2.17 cause or permit smoking within the Premises.
- 3.3 Where the Premises are a unit or lot under the *Strata Titles Act 1988* or the *Community Titles Act 1996* or are comprised in another form of multiple dwelling, the Tenant must not breach or permit a breach of the applicable Act or the Articles/By Laws of the Corporation made under that Act, or (in regard to other premises) of any Articles or Rules that apply and in particular must not:
- 3.3.1 park any motor vehicle or motor cycle in any place other than an allotted parking space;
 - 3.3.2 deposit any rubbish around the Property or any neighbouring properties other than in a bin provided for the purpose;
 - 3.3.3 place any pot or plant container or personal items on any window sill, balustrade, balcony or passageway or in any common areas;
 - 3.3.4 hang washing anywhere other than in areas provided for that purpose;
 - 3.3.5 use any communal laundry outside the times set by the Corporation.

4. LANDLORD'S RIGHTS AND OBLIGATIONS

- 4.1 Subject to the Act, the Landlord must:
- 4.1.1 provide the Property in a reasonable state of cleanliness;
 - 4.1.2 provide and maintain the Property in a reasonable state of repair having regard to its age, character and prospective life, however the Landlord will not be regarded as being in breach of the obligation to repair unless the Landlord has been given written notice by the Tenant of the defect requiring repair and the Landlord fails to act with reasonable diligence to have the defect repaired;
 - 4.1.3 provide and maintain such locks and other devices as are necessary to ensure that the Property is reasonably secure;
 - 4.1.4 pay all rates, taxes and charges imposed in respect of the Property other than rates and charges for water that are agreed to be paid by the Tenant and specified in Item 8 of the Schedule;
 - 4.1.5 allow the Tenant to have quiet enjoyment of the Property during the Term.
- 4.2 The Landlord must not:
- 4.2.1 cause or permit any interference with the reasonable peace, comfort or privacy of the Tenant in the use by the Tenant of the Property;
 - 4.2.2 except where the Tenant is in default of this Agreement, alter, remove or add any lock or device of the type referred to in clause 4.1.3 without the Tenant's written or verbal consent.
- 4.3 Subject to the Act, the Landlord may increase the Rent and Bond during the Term, even if this Agreement is for a fixed term. If the Agreement is for a fixed term, any rent increase during the Term must be either by mutual agreement or in accordance with clause 4.4.

INITIALS *m.s. K* INITIAL
Initials not required if using electronic signature

Residential Tenancy Agreement: Terms and Conditions



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

4.4.1 the rent will be increased to \$ _____ per _____ on ____ / ____ / ____ ;
and to \$ _____ per _____ on ____ / ____ / ____ ; or

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

5. TERMINATION AND HOLDING OVER

The Landlord and Tenant agree:

- 5.1 this Agreement may only be terminated in accordance with the Act;
- 5.2 subject to clause 5.3, the Landlord may terminate this Agreement on seven (7) days notice to the Tenant if the Tenant breaches it in any respect whatsoever;
- 5.3 where the Landlord proposes to give a notice terminating this Agreement for non-payment of rent, the Rent must have been in arrears for at least fourteen (14) days before a notice of termination can be given;
- 5.4 if, with the approval of the Landlord, the Tenant remains in occupation of the Property after the expiration of the Term, this Agreement continues until determined by either party in accordance with the Act;
- 5.5 if the Tenant breaches this Agreement during its Term, and the Landlord re-lets the Property, then the Tenant will pay to the Agent the Landlord's reasonable re-letting costs including advertising, letting fee and any out of pocket expenses, together with the Rent to the date on which the Tenant is released (if applicable) from this Agreement;

6. PRIVACY ACT 1988

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

7. ELECTRONIC COMMUNICATION

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

8. ADDITIONAL CONDITIONS

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

9. GENERAL

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

INITIALS *m-s*

Initials not required if using electronic signature

INITIAL

Residential Tenancy Agreement: Execution Page



EXECUTED AS AN AGREEMENT

The Tenant(s) acknowledge receipt of:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Section 48 Notice | <input checked="" type="checkbox"/> Number of Keys <u>5</u> |
| <input checked="" type="checkbox"/> A copy of this Agreement | <input checked="" type="checkbox"/> Number of Remote control devices <u>2</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 _____ |
| <input checked="" type="checkbox"/> Additional Conditions Annexure | <input type="checkbox"/> Other _____ |

Signed by Tenant 1

Tenant Name

☒ 
 Marcus Troy Scott

Date: 21.5.24SIGN
HERE

Signed by Tenant 2

Tenant Name

Date:

Signed by Tenant 3

Tenant Name

Date:

Signed by Tenant 4

Tenant Name

Date:

Signed by or on behalf of Landlord

☒ Agent as authorised ☐ Landlord

☒ 

Date: 21/05/24SIGN
HERE

Note:

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

NOTE: ALL PARTIES SHOULD INITIAL ALL PAGES



Facility

Model/Name (if applicable)

Tenant acknowledges receipt of manual or instructions

INITIALS

Initials not required if using electronic signature

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
28 25486 00 8	CT5090936	5/2/2025	7922	2645140

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: N G & J G DAVIS
 Location: 51A ELIZABETH ST BANKSIA PARK LT 88
 Description: 7H I/G Capital Value: \$ 560 000
 Rating: Residential

Periodic charges

Raised in current years to 31/3/2025

			\$
	Arrears as at: 30/6/2024	:	0.00
Water main available: 1/4/1972	Water rates	:	235.80
Sewer main available:	Sewer rates	:	261.24
	Water use	:	308.09
	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	:	805.13CR
	Balance outstanding	:	0.00

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

Next quarterly charges: Water supply: 78.60 Sewer: 87.08 Bill: 2/4/2025

This property is currently connected to Tea Tree Gully Community Wastewater Management System. Fees for sewerage services are charged at SA Water's fee schedule based on the capital value of the property however, until development of the SA Water infrastructure is complete, a maximum charge equivalent to council fees may apply. For further information please contact 1800 657 337.

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

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

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

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.

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:
N G & J G DAVIS

Water & Sewer Account
Acct. No.: 28 25486 00 8

Amount: _____

Address:
51A ELIZABETH ST BANKSIA PARK LT 88

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	2825486008



Bill code: 8888
Ref: 2825486008

Telephone and Internet Banking — BPAY®

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



Paying online

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



Paying by phone

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

SA Water account number: 2825486008

**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: 2645140

DATE OF ISSUE

05/02/2025

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

N G & J G DAVIS

FINANCIAL YEAR

2024-2025

PROPERTY DESCRIPTION

51A ELIZABETH ST / BANKSIA PARK SA 5091 / LT 88

ASSESSMENT NUMBER

2825486008

TITLE REF.

(A "+" indicates multiple titles)

CT 5090/936

TAXABLE SITE VALUE

\$435,000.00

AREA

0.0799 HA

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

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

Please Note:

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

ON OR BEFORE**06/05/2025****Government of
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

**RevenueSA**

DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE**PAYMENT REMITTANCE ADVICE****No payment is required on this Certificate**

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

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

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

Online at:

OR

By Post to:

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001

Certificate of Title

Title Reference: CT 5090/936
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 5090/936

Status: CURRENT

Parent Title(s): CT 3907/126

Dealing(s) Creating Title: CONVERTED TITLE

Title Issued: 28/09/1992

Edition: 7

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
17/05/2022	20/05/2022	13787951	DISCHARGE OF MORTGAGE	REGISTERED	11640547
08/09/2011	20/09/2011	11640547	MORTGAGE	REGISTERED	NATIONAL AUSTRALIA BANK LTD.
08/09/2011	20/09/2011	11640546	TRANSFER	REGISTERED	NEVILLE GRAHAM DAVIS, JANET GAY DAVIS
08/09/2011	20/09/2011	11640545	DISCHARGE OF MORTGAGE	REGISTERED	11299312
27/11/2009	07/12/2009	11299312	MORTGAGE	REGISTERED	COMMONWEALTH BANK OF AUSTRALIA
27/11/2009	07/12/2009	11299311	TRANSFER	REGISTERED	ISAAC JAMES MILLS NAUGHTON, HEATHER KATHLEEN NAUGHTON
14/09/2007	27/09/2007	10795689	TRANSFER	REGISTERED	SHIRLEY LORRAINE MARSHALL
14/09/2007	27/09/2007	10795688	APPLICATION TO NOTE DEATH	REGISTERED	BARBARA WOOD (DECD), PETER GORDON WOOD
11/03/1994	29/03/1994	7677021	DISCHARGE OF MORTGAGE	REGISTERED	7360621
01/09/1992	30/09/1992	7360621	MORTGAGE	REGISTERED	STATE BANK OF SOUTH AUSTRALIA

Certificate of Title

Title Reference CT 5090/936
Status CURRENT
Easement YES
Owner Number 15674999
Address for Notices 116-130 BOORAH RD JIMBOOMBA 4280
Area NOT AVAILABLE

Estate Type

Fee Simple

Registered Proprietor

NEVILLE GRAHAM DAVIS
JANET GAY DAVIS
OF 116 BOORAH ROAD JIMBOOMBA QLD 4280
AS JOINT TENANTS

Description of Land

ALLOTMENT 88 DEPOSITED PLAN 7604
IN THE AREA NAMED BANKSIA PARK
HUNDRED OF YATALA

Last Sale Details

Dealing Reference TRANSFER (T) 11640546
Dealing Date 23/08/2011
Sale Price \$315,000
Sale Type TRANSFER FOR FULL MONETARY CONSIDERATION

Constraints

Encumbrances

NIL

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
2825486008	CURRENT	51A ELIZABETH STREET, BANKSIA PARK, SA 5091

Notations

Dealings Affecting Title

NIL

Notations on Plan

NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	2825486008
Type	Site & Capital Value
Date of Valuation	01/01/2024
Status	CURRENT
Operative From	01/07/1972
Property Location	51A ELIZABETH STREET, BANKSIA PARK, SA 5091
Local Government	TEA TREE GULLY
Owner Names	JANET GAY DAVIS NEVILLE GRAHAM DAVIS
Owner Number	15674999
Address for Notices	116-130 BOORAH RD JIMBOOMBA 4280
Zone / Subzone	GN - General Neighbourhood
Water Available	Yes
Sewer Available	No
Land Use	1100 - House
Description	7H I/G
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
D7604 ALLOTMENT 88	CT 5090/936

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$435,000	\$560,000			
Previous	\$405,000	\$530,000			

Building Details

Valuation Number	2825486008
Building Style	Conventional
Year Built	1971
Building Condition	Good
Wall Construction	Brick
Roof Construction	Tiled (Terra Cotta or Cement)
Equivalent Main Area	129 sqm
Number of Main Rooms	7

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