Residential Contract: Schedule

Notice to purchaser:
This is a contract for the sale of residential land. You may be bound by the terms of this contract if it is signed by both you and the vendor. You should seek independent legal advice if you are unsure about the terms contained in this contract. It is advisable to check section 5 of the *Land and Business (Sale and Conveyancing) Act 1994* regarding any cooling-off rights that you may have and how to exercise them.

From 1 July 2026 a Seller Agent or Buyer Agent must each undertake customer due diligence of both the Seller and the Buyer to comply with the Anti Money Laundering and Counter Terrorism Financing Act 2006 (CTH) ("AML Act")

1. VENDOR 1: Primary contact: ☑
Legal Entity/ Full Name(s): TREVOR MILTON STARR
ABN (if applicable):

VENDOR 2: Primary contact: ☐
Legal Entity/ Full Name(s): SANDRA KAYE STARR
ABN (if applicable):

VENDOR 3: Primary contact: ☐
Legal Entity/ Full Name(s):
ABN (if applicable):

VENDOR 4: Primary contact: ☐
Legal Entity/ Full Name(s):
ABN (if applicable):

Are there additional vendors? ☐ Yes If yes, refer to Annexure - Additional Vendors

VENDOR PRIMARY CONTACT ADDRESS

Street 1: Apartment 15 The Waterford
Street 2: 16 Cross Road
Suburb: Myrtle Bank State: SA Postcode: 5064

VENDOR'S SOLICITOR OR CONVEYANCER

Firm: TBA
Person:
Street 1:
Street 2:
Suburb: State: Postcode:

2. PURCHASER 1: Primary contact: ☑
Legal Entity/ Full Name(s): Luke Eric Mitchell
ABN (if applicable): Email: luke.mitchell90@gmail.com

PURCHASER 2: Primary contact: ☐
Legal Entity/ Full Name(s):
ABN (if applicable): Email:

PURCHASER 3: Primary contact: ☐
Legal Entity/ Full Name(s):
ABN (if applicable): Email:

PURCHASER 4: Primary contact: ☐
Legal Entity/ Full Name(s):
ABN (if applicable): Email:

Are there additional purchasers? ☐ Yes If yes, refer to Annexure - Additional Purchasers

PURCHASER PRIMARY CONTACT ADDRESS

Street 1: 56 Castle Avenue
Street 2:
Suburb: Goolwa Beach State: SA Postcode: 5214

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Residential Contract: Schedule

PURCHASER'S SOLICITOR OR CONVEYANCER

Firm: TBA
Person:
Street 1:
Street 2:
Suburb: State: Postcode:

3. AGENT: Company Name/Legal Entity: Ouwens Casserly Real Estate Pty Ltd t/as Ouwens Casserly Real Estate
Company Representative: Kathleen Fry
Street 1: 210 Greenhill Road
Street 2:
Suburb: EASTWOOD State: SA Postcode: 5063
ABN (if applicable): 76 613 261 626 RLA No: 275 403
Telephone: W: M: 61417286657
Email: kathleenf@ocre.com.au

4. PROPERTY: Street 1: 73 Fenchurch Street
Street 2:
Suburb: Goolwa North State: SA Postcode: 5214
Council area: Alexandrina
and being the *whole/~~part~~ of the land in Certificate of Title, Volume: 5526 Folio: 940
being *Allotment/~~Section~~/~~Unit~~/~~Lot~~ 4 on *~~Strata~~/~~Primary~~/~~Community~~/Deposited/~~Filed~~ Plan No. 10187
in the area named Goolwa North in the Hundred of Goolwa
~~Strata~~/~~Community~~ Manager: T: ☑ N/A
Other description of Property:

5. GST
Is the Vendor liable for GST on the Property? ☐ Yes ☑ No
If yes, refer to Annexure: Goods and Services Tax (GST)
Is the Agreement concerning the sale of new residential premises or potential residential land as defined in the GST Law? ☐ Yes ☑ No
If yes, refer to Special Condition - Sale of New Residential Premises or Potential Residential Land.
Note: The response to the previous question, together with the details in the Special Condition - Sale of New Residential Premises or Potential Residential Land, constitutes a Notice under Section 14-255 of the *Tax Administration Act 1953* (Cth)
The Agent is not qualified to provide advice on GST and other taxation issues relating to the sale or purchase of the Property. The Vendor or Purchaser must obtain their own independent professional taxation advice.

6. PURCHASE PRICE
The sum of: Amount Payable for Property $ 830,000.00
GST (if applicable): $
Total Purchase Price: $ 830,000.00

7. DEPOSIT PAYABLE: $ 5,000.00
☐ immediately upon signing of this Agreement; or
☑ on the next business day following the expiration of the cooling off period being 2 clear business days following the later date of the execution of the contract and service of the Form 1; or
☐ on or before / / ; or
☐ secured by Guarantee (refer to Annexure: Further Term of Sale - Provision of Deposit by way of Guarantee; or
☐ Other (specify

(* Delete as applicable)

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Residential Contract: Schedule

8. SETTLEMENT DATE

☑ On the 20th day of November 2026

OR

☐ Within _____ days of the satisfaction of the Special Condition(s) (if any), whichever is the later

Or such other date as may be agreed between the parties in writing

9. INCLUDED CHATTELS: ☐ Not applicable

☑ Built-in furniture ☑ Dishwasher ☑ Window treatments

☑ Fixed floor coverings ☑ Light fittings ☑ Rubbish bins

☑ Other (specify) Solar panels, solar battery (if installed), NBN box. Water systems 22,000L rainwater tank.

☐ Consumer Credit Chattels (specify)

10. EXCLUDED CHATTELS: ☐ Not Applicable ☑ Vendor's; and/or ☐ Tenant's:

☑ Personal effects ☐ Dishwasher ☑ Loose floor coverings

☑ Garden pots and ornaments ☐ Rubbish Bins ☑ Freestanding furniture

☑ Other (specify) Nonstandard telephones and garden furniture.

11. EXCEPTIONS: ☑ None Known ☐ Easements ☐ Encumbrances ☐ Rights Of Way ☐ Party Wall Rights

Details Or Any Other Exceptions:

12. TENANCIES: Is sale subject to an existing tenancy? ☐ Yes ☑ No

Managing Agent _____ T. _____

Tenant (Name/s) _____

Term: ☐ Fixed: Commencement Date / / End Date / /

☐ Periodic: Commencement Date / /

Rent: $ _____ per _____

Payable in advance ☐ Weekly ☐ Fortnightly ☐ Calendar monthly ☐ _____

Bond lodged with Consumer and Business Services: ☐ Yes ☐ No

Amount: $ _____

13. NOTICES AND ORDERS: ☑ None known ☐ Specify

14. KNOWN BREACHES OF *~~STRATA TITLES ACT 1988/COMMUNITY TITLES ACT 1996~~*: ☐ None known ☑ Not applicable

Body Corporate Manager: _____ Telephone: _____

Details of breach:

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Residential Contract: Schedule

15. ALTERATIONS, REPAIRS AND IMPROVEMENTS ERECTED WITHOUT CONSENT: ☑ None known ☐ Specify

16. KNOWN ENCROACHMENTS AND FENCES NOT ON BOUNDARIES: ☑ None known ☐ Specify

17. COMPLIANCE WITH POOL SAFETY REQUIREMENTS ☑ Not Applicable ☐ Not known

- ☐ Compliant with *Planning, Development and Infrastructure Act 2016* (as amended) requirements relating to pre 1 July 1993 constructed swimming pools.
- ☐ Compliant with *Planning, Development and Infrastructure Act 2016* (as amended) requirements relating to 1 July 1993 and post 1 July 1993 constructed swimming pools.
- ☐ Not compliant
- ☐ Specify details of non-compliance

18. WORKS TO BE CARRIED OUT BY VENDOR: ☑ Not applicable ☐ Specify

19. SPECIAL CONDITIONS:

Please refer to Special Condition - Foreign Resident Withholding Regime

Is the sale Subject to Finance? ☑ Yes ☐ No

If yes, refer to Annexure: Special Condition - Sale Subject to Finance

Is the sale Subject to Sale and Settlement of Purchaser's Property? ☐ Yes ☑ No

If yes, refer to Annexure: Special Condition - Sale Subject to Sale and Settlement of Purchaser's property

Is the sale Subject to Settlement of Purchaser's Property? ☐ Yes ☑ No

If yes, refer to Annexure: Special Condition - Sale Subject to Settlement of Purchaser's property

Is the sale subject to any other Special Condition? ☐ Yes ☑ No

If yes, refer to Annexure

The Buyer and Seller agree to provide their customer due diligence information to the Seller Agent and Buyer Agent when requested, in order to comply with the AML Act. The Buyer and Seller each authorise their Representative to provide their customer due diligence information to the Seller Agent and Buyer Agent. ☑ Yes ☐ No

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Residential Contract: Schedule

20. FURTHER TERMS OF SALE: ☐ Not Applicable

Will the Purchaser provide a guarantee in lieu of paying a deposit? ☐ Yes ☑ No

If yes, refer to Annexure: Further Term of Sale - Provision of Deposit by way of Guarantee

Is the sale subject to any other Further Term of Sale ☑ Yes ☐ No

If yes, refer to Annexure A OR

☐ As described below

21. AUCTION CONDITIONS

☐ Applicable ☑ Not Applicable

The Conditions of Sale of Real Property by Public Auction of the Real Estate Institute of South Australia exhibited prior to the Auction shall apply to the Agreement. If sold by auction then the deposit of 10% of the Purchase Price (or such other amount determined by the auctioneer or Agent prior to the auction and advised by the Purchaser prior to the auction) is payable immediately upon the highest successful acceptance of the bid above the reserve.

Note: There is no "cooling-off" period under the Act for sale under auction conditions or if the Purchaser waives the right to "cool-off" by obtaining independent legal advice and delivering a Certificate (section 5 of the Act) to the Agent.

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SPECIAL CONDITION
Foreign Resident Withholding Regime

1. Foreign Resident Withholding

(a) This special condition applies (despite any other provision of the Agreement) if:
  (1) the Vendor does not provide a Clearance Certificate to the Purchaser at least 5 Business Days before Settlement; or
  (2) for any other reason the Purchaser is obliged to pay a Withholding Amount to the Commissioner.

(b) If this special condition applies:
  (1) the Purchaser must deduct the Withholding Amount from the Purchase Price and pay the Withholding Amount to the Commissioner by no later than Settlement;
  (2) if the Purchaser provides to the Vendor at Settlement:
    (A) evidence from the Commissioner or the Australian Taxation Office that the Withholding Amount has been paid to the Commissioner; or
    (B) a written undertaking from the Purchaser (or Purchaser's Representative) to pay the Withholding Amount to the Commissioner immediately following Settlement; or
    (C) any other evidence relating to the payment of the Withholding Amount that is acceptable to the Vendor,
  the Purchaser is not required to pay that part of the Purchase Price to the Vendor;

(c) if special condition 1(b)(2)(B) applies, the Purchaser will be treated as having given an irrevocable authority and direction to the Purchaser's Representative to pay the Withholding Amount to the Commissioner immediately following Settlement.

(d) Any Variation Notice not provided to the Purchaser at least 5 Business Days before Settlement is to be disregarded for the purposes of determining that amount.

(e) In this special condition 1:
Clearance Certificate means a current certificate issued by the Commissioner of Taxation under section 14-220 of Schedule 1 to the Tax Administration Act that applies to the Vendor (and if the Vendor consists of more than one person, to each person who comprises the Vendor) in respect of the sale of the Property.
Commissioner has the meaning given in the Tax Administration Act 1953.
Tax Administration Act means the Tax Administration Act 1953 (Cth).
Variation Notice means a written notice issued by the Commissioner under section 14-235 of the Tax Administration Act to vary the amount otherwise payable by the Purchaser under section 14-200 of the Tax Administration Act.
Withholding Amount means the amount which the Purchaser is required by section 14-200 of Schedule 1 to the Tax Administration Act to pay to the Commissioner in respect of the purchase of the Property.

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Contract - Annexure: Special Condition Compendium

1. This Agreement is subject to:

☐ **A. Sale and settlement of Purchaser's Property**

(a) the Purchaser entering into a contract for the sale of the Purchaser's property described in **Item 1** below ("**Purchaser's Property**") on or before the date described in **Item 2** below ("**Date**") and that contract becoming unconditional on or before the date described in **Item 3** below ("**Unconditional Date**") for not less than the price described in **Item 4** below ("**Price**") (or, if the Purchaser accepts a lesser sum, then that lesser sum) and settlement on that contract taking place on or before the date described in **Item 5** below ("**Purchaser's Settlement Date**");

(b) If in the event the Purchaser:

1. does not enter into a contract for the sale of the Purchaser's Property on or before the Date, or
2. enters into a contract for the sale of the Purchaser's Property on or before the Date but that contract does not become unconditional on or before the Unconditional Date, or
3. does enter into a contract for the sale of the Purchaser's Property on or before the Date but settlement does not take place on that contract on or before the Purchaser's Settlement Date,

then, unless the Purchaser waives this Special Condition in writing, clause 14.3 of the Agreement shall apply;

(c) If in the event that 1, 2 or 3 applies above, and the Purchaser does not deliver to the Vendor a notice in writing waiving its rights under this Special Condition AND also provides documentary evidence that the Purchaser has sufficient funds to complete settlement, within two (2) business days of the Date, then the Vendor can terminate this Agreement in writing with the Purchaser.

☐ **B. Settlement of Purchaser's Property**

(a) the settlement on the sale of the property described in **Item 1** below ("**Purchaser's Property**") on the date specified in **Item 5** below (**"Purchaser's Settlement Date"**) in accordance with the contract entered into by the Purchaser on the date described in **Item 2**.

(b) If settlement does not take place on the sale of the Purchaser's Property on or before the Purchaser's Settlement Date then, unless the Purchaser has given notice in writing to the Vendor waiving this Special Condition, clause 14.3 of the Agreement shall apply.

(c) If settlement does not take place on the sale of the Purchaser's Property on or before the Purchaser's Settlement Date then unless the Purchaser delivers to the Vendor written notice stating that the Purchaser waives its rights under this Special Condition and provides documentary evidence that the Purchaser has sufficient funds to complete settlement within two (2) business days of the Purchaser's Settlement Date, the Vendor can terminate this Agreement by written notice to the Purchaser.

Item 1 Description of Purchaser's Property:

Certificate of Title Details:

Street 1:

Street 2:

Suburb: State: Postcode:

Item 2 Date by which Purchaser is to enter into a contract or entered the contract:

Item 3 Date by which contract is to become unconditional:

Item 4 Price for Purchaser's property: $

Item 5 Date by which settlement is to be effected:

☑ **C. Approval of Finance**

(a) the Lender specified in **Item 1** agreeing by the date described in **Item 2** to grant to the Purchaser on or before the settlement date a conditional or unconditional loan of not less than the amount described in **Item 3** and for the Terms specified in **Item 4**.

(b) If the Lender does not agree by the **date specified in Item 2** to grant the loan conditionally or unconditionally to the Purchaser at settlement then clause 14.3 of this Agreement shall apply.

(c) Unless otherwise agreed in writing between the parties, the Purchaser must deliver to the Vendor written notice signed by the Lender that the Lender has agreed to grant the loan conditionally or unconditionally to the Purchaser at Settlement by the **date specified in Item 2** below. Upon notification of the approval to the Vendor this conditional provision will be satisfied and not withstanding that the lender may subsequently withdraw the approval the Purchaser will be bound by this Contract.

Item 1 Lender: Name: Commonwealth Bank

OR any other such person or institution that is deemed acceptable by the Purchaser

Item 2 Date on or before which the Lender is to approve the loan: Date: 30/10/2026

Item 3 Minimum amount of loan: Amount: $ 860,000.00

Item 4 Terms of loan: Term of loan (in years): 30 commencing interest rate of loan not exceeding

6 % per annum

2. The Purchaser shall use its best endeavours (including, but not limited to, engaging in proper marketing and advertising, applying for a loan and everything else (if applicable)) to effect the outcomes described above.
3. For the avoidance of doubt, if the Purchaser breaches any of the terms and conditions contained in this Special Condition (including but not limited to the obligation to use best endeavours), then clause 14.3.2 of the Agreement will apply.
4. In the event of any inconsistency between this Special Condition and the Agreement, this Special Condition shall apply to the extent of any inconsistency.

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Contract:
Terms and Conditions

1. Agreement for Sale and Purchase

The Vendor agrees to sell the Property and the Purchaser agrees to buy the Property for the Purchase Price on the terms and conditions of this Agreement.

2. Definitions and Interpretation

2.1 Definitions

In this Agreement, unless a contrary intention appears:

2.1.1 "Act" means the *Land and Business (Sale and Conveyancing) Act 1994* as amended;
2.1.2 "Agent" means the person or entity specified in Item 3 of the Schedule;
2.1.3 "Agreement" means this Agreement, the Schedule and any Annexure;
2.1.4 "Annexure" means an annexure to this Agreement;
2.1.5 "Certificate of Title" means the Certificate of Title or other best evidence of the Vendor's interest in the Property;
2.1.6 "Default Rate" means the rate of interest on the date default occurs, five (5) percentage points above the cash rate notified by the Reserve Bank of Australia;
2.1.7 "Deposit" means the sum of money specified in Item 7 of the Schedule;
2.1.8 "Exceptions" means any easements, rights, privileges and appurtenances referred to on the Certificate of Title and any encumbrances, charges, exceptions, reservations and other interests specified in Item 11 of the Schedule or the Form 1, to which the Property is sold subject to;
2.1.9 "Excluded Chattels" means the items specified in Item 10 of the Schedule;
2.1.10 "Form 1" means the Vendor's statement required under section 7 of the Act;
2.1.11 "Further Terms" means the terms specified in Item 20 of the Schedule;
2.1.12 "GST" means any goods and services tax or similar or comparable tax imposed by and defined in the GST Law;
2.1.13 "GST Law" means the A New Tax System (Goods and Services Tax) Act 1999 and any other Act or Regulation pursuant to, associated with, amending or replacing that Act. Any expression used in this Agreement that is also defined in the GST Law shall have the meaning used or attributed to that expression by the GST Law;
2.1.14 "Included Chattels" means the items specified in Item 9 of the Schedule;
2.1.15 "Income" means all rent, fees, benefits and other monies received or receivable by the Vendor that are directly attributable to the use by any third party of the Property;
2.1.16 "Outgoings" means all rates, levies, taxes (including, but not limited to land tax), assessments, charges and all other amounts payable by or chargeable to the Vendor in respect of the Property;
2.1.17 "Property" means the land specified in Item 4 of the Schedule together with:
(a) the easements, rights, privileges and appurtenances referred to on the Certificate of Title or Form 1; and
(b) any improvements and fixtures and fittings; and
(c) the Included Chattels;
2.1.18 "Purchase Price" means the sum of money specified in Item 6 of the Schedule;
2.1.19 "Purchaser" means the person or entity specified in Item 2 of the Schedule;
2.1.20 "Revenue SA Workspace" means the online portal and workspace made available by the Commissioner for conveyancing practitioners to provide details of Reportable Transactions as described in clause 25.
2.1.21 "Settlement" means completion of the sale and purchase of the Property from the Vendor to the Purchaser;
2.1.22 "Settlement Date" means the date specified in Item 8 of the Schedule;
2.1.23 "Special Condition" means a special condition set out in or annexed to this Agreement;
2.1.24 "Tenancies" means any tenancy specified in Item 12 of the Schedule;
2.1.25 "Transfer" means a Memorandum of Transfer (or other appropriate conveyance) of the Property and where applicable, any other documents supplied by the Vendor to the Purchaser necessary to transfer title to the Property to the Purchaser;
2.1.26 "Vendor" means the person or entity specified in Item 1 of the Schedule;
2.1.27 "Works" means the items specified in Item 18 of the Schedule.
2.1.28 AML/CTF Obligations From 1 July 2026 a Seller Agent or Buyer Agent must each undertake customer due diligence of both the Seller and the Buyer to comply with the Anti Money Laundering and Counter Terrorism Financing Act 2006 (CTH) ("**AML Act**")

2.2 Interpretation

In this Agreement, unless a contrary intention appears:

2.2.1 words which denote the singular include the plural and vice versa;
2.2.2 words which denote natural persons include corporations and vice versa; and
(a) reference to a natural person includes that person and that person's personal representatives, assigns and permitted nominees; and
(b) reference to a corporation includes such corporation and its successors, assigns and permitted nominees;
2.2.3 where a party to this Agreement consists of more than one person then:
(a) any covenant or obligation to be performed by that party shall bind each of those persons jointly and severally; and
(b) any reference to that party shall include any one or more of those persons;
2.2.4 headings are included in this Agreement for convenience and do not form any part of this Agreement or affect its interpretation.
2.2.5 may be signed in any number of counterparts and by different persons on separate counterparts. The combination of all counterparts will together constitute the one Agreement.

3. Payment

3.1 All monies payable by the Purchaser prior to Settlement will be paid to the Agent to be held in trust until Settlement and will be applied to any amounts due to the Agent and then to the Purchase Price.
3.2 The balance of the Purchase Price will be paid at Settlement as directed by the Vendor.

4. Prior to Settlement

4.1 The Purchaser must execute and deliver to the Vendor at least seven (7) days before the Settlement Date:
4.1.1 a Transfer; and
4.1.2 any assignment or other instrument required to transfer title to the Property to the Purchaser.

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4.2 In the event the Purchaser does not provide the Vendor with the Transfer in accordance with clause 4.1, the Purchaser authorises the Vendor to prepare the Transfer at the Purchaser's expense.

4.3 The Vendor must notify the Purchaser at least two (2) business days before the Settlement Date of the details of any bank cheques required at Settlement Date.

4.4 In the event the Vendor fails to notify the Purchaser in accordance with clause 4.3, the Purchaser must tender the total amount due to the Vendor at Settlement.

5. Settlement

5.1 Unless otherwise agreed, Settlement must occur in accordance with Clause 24 on the Settlement Date.

5.2 At or before Settlement (provided the Purchaser has complied with its obligations under this Agreement), the Vendor must hand to the Purchaser the duly executed Transfer and any other documents required to transfer title to the Property to the Purchaser.

5.3 All Outgoings and Income will be adjusted to midnight of the day prior to the Settlement Date.

5.4 For the purposes of clause 5.3, the following method of adjustment will apply (as applicable):

5.4.1 the current annual water allowance and the water consumed by the Vendor during the current water consumption year will be calculated on a daily basis. Any water consumed in excess of the allowance prior to the Settlement Date is to be adjusted, either before or as soon as possible after the Settlement Date, at the price of water for the current year;

5.4.2 land tax will be adjusted on a single holding basis;

5.4.3 if the Property comprises a unit in a deposited strata plan or a lot in a deposited community plan, then clause 8 applies.

5.4.4 Any adjustment between Vendor and Purchaser is to be calculated on a single holding basis, unaffected by any increase in the rate of tax resulting from the Vendor's other land holdings or the Vendor's form of ownership in accordance with the *Land Tax Act 1936* (as amended), including without limitation any increase related to aggregated land holdings or trust surcharges.

5.4.5 The Vendor acknowledges and agrees that it will not cancel any beneficiary nominations made for a trust that owns the Land between the Settlement Date and 30 June of that same financial year if such cancellation would have the effect of increasing the land tax payable by the Purchaser.

5.4.6 If the registered owner of the Land has died prior to 30 June and the Vendor has the benefit of a principal place of residence land tax exemption for the Land which continues into the next financial year following such death, then:

(a) the Purchaser may request the Vendor provide proof that it has complied with Regulation 4 of the Land Tax Regulations 2010 (as amended); and

(b) the Purchaser may request from the Vendor proof of any relief granted by the Commissioner to the Vendor on account of land tax assessment relating to any financial year after the date of death,

failing which the Purchaser may apply to the Commissioner to review the Vendor's principal place of residence exemption on land tax for the period prior to settlement and the parties shall adjust land tax based on the Commissioner's response.

5.4.7 In the event that the Vendor disputes any rates, taxes or levies relating to the Land and has lodged an objection with the Valuer-General of South Australia prior to the Settlement Date, then the parties acknowledge and agree that:

(a) the Vendor must continue to pay all rates, taxes and levies as they fall due until settlement as if no objection was lodged; and

(b) the Vendor may retain the right and control of continuing such objection after settlement (only as it relates to the period prior to settlement) and if after the Settlement Date the objection results in an amendment to the amount of rates, taxes or levies payable for the Land, then the parties shall re-adjust such rates, taxes or levies in accordance with this clause 5.4 within 10 Business Days.

5.5 If the Vendor incurs any cost in complying with a statutory requirement (which it did not have notice of prior to entering into this Agreement) between the date of this Agreement and the Settlement Date, the Purchaser must pay the Vendor that amount on Settlement.

5.6 The parties may settle under protest if there is a dispute in respect of amounts payable under this Agreement and Settlement will not in any way constitute a waiver of the rights of either party.

5.7 Agent's Reporting Obligations
The Seller acknowledges and agrees that:

(a) The Agent is subject to statutory obligations, including reporting obligations to both State and Federal government agencies, that might include confidential information or information which is otherwise protected under those statutes and/or the Privacy Act 1988 (Cth).

(b) The Agent is also required to obtain information from the Seller and prospective Buyers for the purpose of fulfilling its legal obligations.

(c) The Seller will provide in a timely manner such information as is reasonably requested by the Agent.

(d) The Agent may terminate this Agreement or otherwise delay or refuse to provide services where:

(i) The Seller fails to provide within a reasonable time any information reasonably requested by the Agent; and/or

(ii) Continuing to act for the Seller or negotiating with a particular Buyer would require the Agent to breach their ethical or legal duties or professional responsibilities;

(e) The law may prohibit the Agent from providing reasons to the Seller for terminating this Agreement or delaying or refusing to provide services under this Agreement

6. Vacant Possession

6.1 Subject to any Tenancies, the Vendor will provide the Purchaser with vacant possession at Settlement.

6.2 For the purposes of clause 6.1, providing vacant possession includes, but is not limited to:

6.2.1 the removal of the Excluded Chattels and making good any damage arising from that removal;

6.2.2 giving possession of the Included Chattels free of any debt or encumbrance;

6.2.3 delivering all keys and security devices to the Property to the Purchaser.

7. Title and Risk

7.1 Subject to clause 7.2, from the date of this Agreement the Property shall be at the risk of the Purchaser;

7.2 the Vendor must use the Property with all reasonable care so as to maintain its current state of repair and condition, fair wear and tear excluded.

7.3 The Certificate of Title will be conclusive evidence of the Vendor's title.

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8. Strata and Community Title

If the Property comprises a unit in a deposited strata plan or a lot in a deposited community plan, the following provisions apply:

8.1 The following further adjustments between the parties shall be made:

8.1.1 if, at the Settlement Date, the Vendor has paid any monies to a fund or funds established under section 27 of the Strata Titles Act 1988 or Section 6 of the Community Titles Act 1996, before the due date for payment, the total amount of the pre-payment will be adjusted and paid by the Purchaser to the Vendor at Settlement; and

8.1.2 if there is no such fund or funds or there is a deficiency to meet the reasonably ascertainable outstanding current liabilities, or if the Vendor is in default in the payment to the Strata or Community Title Corporation, the proportion of the deficiency applicable to the Property or the amount by which the Vendor is in default (as the case may be) shall be adjusted and paid by the Vendor to the Purchaser at Settlement.

8.2 The Vendor declares that, to its best knowledge, and except as shown in Item 14 of the Schedule, there is presently no breach of the Strata Titles Act 1988, or the Articles of the Strata Corporation, or the Community Titles Act 1996, or the by-laws of the corporations.

8.3 The Vendor will use its best endeavours to obtain from the Strata or Community Title Corporation and give to the Purchaser, at least fourteen (14) days before the Settlement Date, copies of the documents which must be supplied to the Vendor by a Strata Corporation pursuant to section 41 of the Strata Titles Act 1988 or by a Community Title Corporation pursuant to section 139 of the Community Titles Act 1996 and any associated costs shall be paid by the Purchaser to the Vendor at Settlement.

8.4 If requested by the Purchaser in writing, the Vendor will apply to the Secretary of the Strata or Community Title Corporation to authorise the Purchaser to inspect the records of the Corporation in accordance with the provisions of section 41 of the Strata Titles Act 1988 or section 139 of the Community Titles Act 1996 as the case may be, and any associated costs shall be paid by the Purchaser to the Vendor at Settlement.

9. Misdescription

Subject to any applicable laws, this Agreement may not be terminated for any error, omission or misdescription of the Property but either party will be entitled to compensation from the other for any loss or damage arising from the error or misdescription if notified and demanded within fourteen (14) days of Settlement.

10. Vendor Warranties

Except as outlined in the Schedule or the Form 1, the Vendor warrants that, to the best of its knowledge, at the date of this Agreement that:

10.1 there are no outstanding matters regarding the repair or erection of a fence between the Property and any adjoining properties under the *Fences Act 1975*;

10.2 there are no outstanding demands, orders or requisitions relating to the Property;

10.3 there are no proposals for the redirection or alteration of any road adjoining the Property that would materially affect the value or use of the Property;

10.4 there are no amounts owing to any authority for any works performed by that authority in respect of the Property;

10.5 where there is a pool on the Property, that unless specified in Item 17 of the Schedule, the pool complies with all relevant safety requirements as specified in relevant legislation, regulations and standards governing pool safety;

10.6 since becoming the registered proprietor of the Property, no unapproved building work has been carried out on the Property.

11. Boundaries

The Vendor does not warrant that:

11.1 there are no fences, buildings or improvements which are not on or within the boundaries of the Property;

11.2 there are no improvements or fixtures upon adjoining land encroaching on the Property;

11.3 there are no improvements or fixtures on the Property encroaching on adjoining land.

12. Works

Before Settlement, the Vendor will carry out the Works (if any).

13. Further Terms

13.1 The parties agree to comply with the Further Terms (if any).

13.2 In the case of inconsistency between these terms and conditions and the Further Terms, the Further Terms shall apply to the extent of any inconsistency.

14. Special Conditions

14.1 This Agreement is subject to the satisfaction of the Special Conditions (if any).

14.2 The party required to satisfy a Special Condition must use its best endeavours to do so on or before the date specified in that Special Condition (or if not specified, within twenty one (21) days of the date of this Agreement).

14.3 If a party fails to satisfy a Special Condition then:

14.3.1 if the party required to satisfy the Special Condition complies with clause 14.2 and such other terms and conditions as specified in the Special Condition, then either party may terminate this Agreement upon written notice to the other party; or

14.3.2 if the party required to satisfy the Special Condition fails to comply with clause 14.2, or is otherwise in breach of such other terms and conditions specified in the Special Condition, then such an event will be deemed a default under this Agreement and:

(a) if the Purchaser is in default, clauses 15.3 and 15.4 will apply; or

(b) if the Vendor is in default, clauses 16.1 and 16.2 will apply.

14.4 If this Agreement is terminated pursuant to clause 14.3.1, then any monies paid by or on behalf of the relevant party under this Agreement shall be refunded to that party.

14.5 If this Agreement is terminated pursuant to, or as a result of clause 14.3.2 then:

14.5.1 if the Purchaser is in default, clauses 15.10 and 15.11 will apply; or

14.5.2 if the Vendor is in default, clause 16.2 will apply

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15. Purchaser's Default

15.1 If for any reason whatsoever, except for the neglect or default of the Vendor, Settlement does not occur on the Settlement Date (or some other date as agreed in writing between the parties), the Purchaser must pay interest on the total Purchase Price (less any deposit paid) from the Settlement Date until the earlier of the date full payment is made or the date of termination, at the Default Rate.

15.2 The payment of interest under clause 15.1 shall be in addition to, and without prejudice to any other rights or remedies the Vendor has by reason of the Purchaser's default.

15.3 Without prejudice to any other rights, if the Purchaser fails to pay the Deposit or any part of the Deposit, or otherwise fails to observe or perform any obligations imposed on the Purchaser under this Agreement prior to the Settlement Date (or such other date as specified), the Vendor may give the Purchaser written notice requiring the Purchaser to remedy the default ("Notice of Default") within three (3) business days of the date of the Notice of Default. If the Purchaser fails to remedy the default within the time specified in the Notice of Default, the Agreement will automatically terminate at the expiration of that period unless the Vendor withdraws the notice in writing.

15.4 A Notice of Default under clause 15.3:

15.4.1 may be given at any time after the occurrence of the default;

15.4.2 must state that unless the default identified in the Notice of Default is remedied within the time specified, this Agreement will automatically terminate.

15.5 If the Purchaser fails to complete Settlement on the Settlement Date and does not settle within three (3) business days from the Settlement Date, the Vendor may provide the Purchaser with a notice to complete settlement ("Notice of Completion").

15.6 The Notice of Completion must appoint a time for Settlement (with a minimum ten (10) business days notice) and require the Purchaser to settle at the time provided in the Notice of Completion.

15.7 If the Purchaser does not comply with the Notice of Completion, the Vendor may terminate this Agreement by further written notice to the Purchaser without prejudice to any of its other rights.

15.8 A Notice of Completion can be given more than once.

15.9 The Vendor may, but is not obliged to, waive its right to a re-adjustment of Outgoings if Settlement is postponed due to the Purchaser's default.

15.10 If this Agreement is terminated in accordance with this clause 15, the Vendor may retain the Deposit and (at the Vendor's option):

15.10.1 retain the Property; or

15.10.2 resell the Property; and

in either event sue the Purchaser for damages for breach of contract.

15.11 If the Vendor elects to resell the Property pursuant to clause 15.10.2, then:

15.11.1 the Purchaser will forthwith be required to pay to the Vendor:

(a) any deficiency between the Purchase Price and the price obtained upon reselling the Property; and

(b) all costs, expenses and fees associated with or arising from the resale, by way of liquidated damages (the Purchaser receiving credit for any Deposit); and

15.11.2 the Vendor will be entitled to any surplus of the sale price over the Purchase Price.

15.12 The Vendor is not required to tender a Transfer before exercising any of its rights under this clause 15.

15.13 If the Settlement Date is postponed, all Income from the Property shall be readjusted as at midnight on the day preceding Settlement, but Outgoings shall remain adjusted to the Settlement Date.

16. Vendor's Default

16.1 Without prejudice to any other rights, if the Vendor is in breach of this Agreement, the Purchaser must give the Vendor written notice to remedy the default within three (3) business days of service of the notice.

16.2 Where the Vendor fails to comply with that notice, the Purchaser may:

16.2.1 terminate this Agreement by further written notice in which case all monies paid by the Purchaser must be refunded by the Vendor forthwith; or

16.2.2 postpone the Settlement Date until such time as the breach is remedied in which case the Vendor will pay to the Purchaser (at the Purchaser's absolute discretion):

(a) interest at the Default Rate on the full Purchase Price from the Settlement Date to the date when the breach ceases and is notified to the Purchaser; or

(b) the amount of the actual damage suffered by the Purchaser.

16.3 If the Settlement Date is postponed, all Outgoings from the Property shall be readjusted to midnight on the day preceding Settlement, but Income remains adjusted to the Settlement Date.

17. Time

Time is of the essence in respect of any obligation under clauses 15, 16, 24 and 25.

18. Goods and Services Tax (GST)

If the Vendor and Purchaser acknowledge that GST applies to any supply made under or in connection with this Agreement by the Vendor, then it applies in accordance with the GST Annexure to this Agreement.

19. Miscellaneous

19.1 Notices under this Agreement:

19.1.1 must be in writing and signed by the party giving notice, or its authorised agent;

19.1.2 may be served:

(a) by being left at the last known residence or place of business of the intended recipient; or

(b) by being sent by ordinary post in a pre-paid envelope to the address of the party set out in this Agreement;

(c) by email to the email address of a party or a party's representative as provided in this Agreement.

19.1.3 will be deemed served if posted in accordance with clause 19.1.2(b), two (2) business days after posting or if by email then at the time of sending the email; and

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19.1.4 will be deemed sufficiently served if served in accordance with this clause on one of several persons comprising the Vendor or the Purchaser.

19.1.5 either party may charge the other party for its reasonable costs for preparing and serving any Default Notice or Notice to Complete under this Agreement up to a maximum amount of $700 (exclusive of GST) per notice together with any incidental out of pocket costs reasonably incurred (including the costs of service), and any amount so charged must be paid at Settlement or on termination of this Agreement.

19.2 No Merger

The provisions of this Agreement shall not merge upon Settlement.

19.3 Cheques

19.3.1 The Deposit may be paid by cheque but if it is not honoured on presentation, the Purchaser shall immediately and without notice be in default.

19.3.2 Any other payment due under this Agreement shall be made either in cash, by bank cheque or electronic transfer of funds to the Parties nominated bank account

19.4 Costs

The costs of and incidental to the preparation of the Transfer (but not of any document needed to clear the title of the Vendor to the Property) and all stamp duty, registration fees and Government fees, duties and all disbursements in respect of those documents and this Agreement must be paid by the Purchaser.

19.5 Date of this Agreement

The date of this Agreement is the date on which the last of the parties executes it.

19.6 Legal Capacity of Purchaser

19.6.1 The Purchaser warrants that each natural person included in the description of the Purchaser has full legal capacity.

19.6.2 The Purchaser further warrants that it is not (except as set out in any Special Condition) required to seek approval for purchase under the Foreign Acquisitions and Takeovers Act 1975 as amended and any breach of this clause entitles the Vendor to terminate.

20. Information Use and Privacy

20.1 The parties agree and acknowledge that:

20.1.1 the Agent uses Personal Information and other information about the parties and/or the Property collected from the Purchaser and Vendor (collectively, "the Information") to act as the Vendor's agent and perform the Agent's obligations under this Agreement ("Primary Purpose");

20.1.2 the Agent may disclose this Information to other parties, including conveyancers, connection services, legal advisers, financial institutions and government bodies, as may be required for the Primary Purpose, to comply with the law and for administration purposes. This may include overseas recipients (where applicable);

20.1.3 without provision of the Information the Agent may not be able to carry out the Primary Purpose effectively;

20.1.4 in addition to the Primary Purpose, the Agent may use and disclose Information (other than personal identifying information) to promote the services of the Agent and/or seek potential clients, and disclose Information (other than personal identifying information) to third parties such as, but not limited to, other real estate businesses, real estate related bodies, valuers, data collection agencies, financial institutions and media organisations; and

20.1.5 the Agent will only disclose information as described above or as otherwise allowed under the Privacy Act 1988 (Cth).

20.2 The Agent collects, stores and manages Personal Information in accordance with its own privacy policy and/or practices, including with respect to access to Personal Information held by the Agent, requests for correction of information and handling of any privacy complaints. For more information, the Agent can be contacted at the address and telephone number provided in this Agreement.

20.3 For the purposes of this Agreement, "Personal Information" has the same meaning as in the Privacy Act 1988 (Cth).

21. Other Conditions

This Agreement includes other terms and conditions as specified in or attached to this Agreement (including Annexures).

22. Governing Law

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 South Australia.

23. General

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.

24. eConveyancing Conditions

24.1 If each party is or has engaged an Australian Legal Practitioner and/or Licensed Conveyancer (Legal Representative), the parties agree that Settlement will take place using an Electronic Lodgement Network (Electronic Conveyancing), in accordance with the *Electronic Conveyancing National Law (South Australia) Act* 2013 (**ECNL**), and Participation Rules for Electronic Conveyancing determined by the Registrar-General in accordance with Section 23 of the ECNL (**Participation Rules**) unless:

24.1.1 Lodgement of instruments under this Agreement (in whole or in part) are not eligible to be lodged electronically in accordance with the ECNL and the Participation Rules, or any other directions or requirements issued from time to time by the Registrar General or the Land Registry;

24.1.2 Either party gives a valid notice that Settlement will not be completed by Electronic Conveyancing.

24.2 The parties acknowledge and agree that it is the Purchaser's right to nominate an approved ELNO for the purpose of carrying out an Electronic Conveyance pursuant to this Agreement, and the Vendor agrees to accept and use the same ELNO in circumstances where:

24.2.1 the settlement under this Agreement must be an Electronic Conveyance; and

24.2.2 the Participation Rules do not permit interoperability between two or more approved ELNOs.

24.3 To the extent the Participation Rules and the Operating Requirements determined by the Registrar-General in accordance with Section 22 of the ECNL (**Operating Requirements**) permit interoperability between two or more ELNOs, then either party may select and use their own approved ELNO for the Electronic Conveyance.

24.4 To the extent the Participation Rules and Operating Requirements do not permit interoperability between two or more ELNOs:

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24.4.1 the Purchaser shall nominate an approved ELNO within 10 Business Days of the date of this Agreement or within 2 Business Days of receiving a request from the Vendor as to the ELNO nomination; and

24.4.2 failing the Purchaser making a nomination within such 2 Business Day period of receiving the Vendor's request then the Vendor may nominate an approved ELNO for the purpose of carrying out an Electronic Conveyance pursuant to this Contract.

24.5 The Vendor must within 14 Business Days of the date of this Agreement:

24.5.1 create an Electronic Workspace;

24.5.2 populate the Electronic Workspace with the details of the Property and other required particulars relating to the sale of the Property; and

24.5.3 invite the Purchaser and the Vendor's mortgagee (if any) to join the Electronic Workspace.

24.6 The Purchaser must:

24.6.1 accept the Vendor's invitation to join the Electronic Workspace within 2 Business Days of receipt of the invitation;

24.6.2 populate the Electronic Workspace with the required particulars relating to the sale of the Property; and

24.6.3 invite the Purchaser's mortgagee (if any) to join the Electronic Workspace.

24.7 If the Vendor does not comply with clause 24.5 the Purchaser may:

24.7.1 create an Electronic Workspace;

24.7.2 populate the Electronic Workspace with the details of the Property and other required particulars relating to the sale of the Property; and

24.7.3 invite the Vendor and the Purchaser's mortgagee (if any) to join the Electronic Workspace; and

24.7.3 the Vendor must:

(a) accept the Purchaser's invitation to join the Electronic Workspace within 2 Business Days of receipt of the invitation;

(b) populate the Electronic Workspace with the required particulars relating to the sale of the Property; and

(c) invite the Vendor's mortgagee (if any) to join the Electronic Workspace.

24.8 The Electronic Workspace is an electronic address for the service of notices and for written communications for the purposes of the ECNL and any electronic transaction legislation.

24.9 Settlement occurs under this clause 24 when the Electronic Workspace records that:

24.9.1 The exchange of funds between financial institutions in accordance with the instructions of the parties has occurred; or

24.9.2 If there is no exchange of funds or other value, the documents necessary to enable the Purchaser to become the registered proprietor of the Land have been accepted by the Registrar General for electronic lodgement.

24.10 The parties must agree in writing on a method, time and place for delivery or exchange of any documents relating to the sale that cannot be delivered or exchanged using the Electronic Workspace. If the parties cannot agree, the party who holds the documents holds them in escrow for the benefit of the party who is entitled to them and the party holding the documents must deliver the documents as reasonably directed by the person entitled to them immediately after Settlement.

24.11 If by reason of an electronic or computer system failure of any of the Land Registry, the Reserve Bank of Australia or the ELNO Settlement does not occur on the Settlement Date, the failure to settle does not constitute a breach or default by either party under this Agreement, and the parties will do all things reasonably necessary to complete settlement as an Electronic Conveyance on the next Business Day or such other date as the parties may agree or if Settlement is not able to be completed as an Electronic Settlement by reason of the failure of the electronic or computer systems of the Land Registry and only if the Electronic Workspace allows, the parties by agreement may elect to proceed with a financial settlement notwithstanding that settlement cannot be completed as an Electronic Conveyance, and do all other things necessary to complete Settlement.

25. Commonwealth Reporting

25.1 Reportable Transactions

The parties acknowledge and agree that:

25.1.1 the transactions contemplated by this Contract, including without limitation the Transfer, may constitute a reportable transaction pursuant to Section 396 of the Tax Act (Reportable Transaction); and

25.1.2 to the extent this Contract contains Reportable Transactions, the parties agree to promptly comply with any State or Commonwealth requirements relating to the Reportable Transactions and to direct and authorise their respective conveyancing practitioners to do the same.

25.2 Creation of RevenueSA Workspace

25.2.1 The Purchaser must at least 7 Business Days prior to the Settlement Date:

(a) create a RevenueSA Workspace;

(b) populate the RevenueSA Workspace with sufficient details of the Land, this Contract, the Purchaser and other particulars that may be required for the relevant Reportable Transaction; and

(c) invite the Vendor to join the RevenueSA Workspace.

25.2.2 The Vendor must at least 1 Business Days prior to the Settlement Date:

(a) create a RevenueSA Workspace;

(b) accept the Purchaser's invitation to join the RevenueSA Workspace; and

(c) populate the RevenueSA Workspace with sufficient details of the Land, this Contract, the Vendor and other particulars that may be required for the relevant Reportable Transaction.

25.2.3 Provided the Purchaser has complied with its obligations under clause 25.2.1, if the Vendor does not comply with clause 25.2.2 the Purchaser may at any time before settlement:

(a) populate the RevenueSA Workspace with sufficient details of the Vendor and other particulars that may be required for the relevant Reportable Transaction and proceed with settlement on the Settlement Date; or

(b) if the Purchaser is unable to settle by the Settlement Date for any reason relating to the Vendor's non-compliance with clause 25.2.2, the Purchaser may extend the Settlement Date without penalty for up to 5 Business Days.

26. Electronic Communications

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

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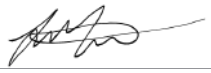
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Contract: Execution

EXECUTED AS AN AGREEMENT

The signatories below acknowledge and confirm they have read and understood the terms and conditions in this document (including the REISA Forms – Privacy Collection Statements & Consent).

Signed by or on behalf of Purchaser 1  Date: 09-10-2026

Purchaser Name: Luke Eric Mitchell

in the presence of: Date:

Witness Name

Signed by or on behalf of Purchaser 2 Date:

Purchaser Name

in the presence of: Date:

Witness Name

Signed by or on behalf of Purchaser 3 Date:

Purchaser Name

in the presence of: Date:

Witness Name

Signed by or on behalf of Purchaser 4 Date:

Purchaser Name

in the presence of: Date:

Witness Name

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Contract:
Execution Page

EXECUTED AS AN AGREEMENT

Signed by or on behalf of Vendor 1 — Trevor Milton Starr — Date: 10-10-2026

Vendor Name: TREVOR MILTON STARR

in the presence of: — Date:

Witness Name:

Signed by or on behalf of Vendor 2 — Sandra Kaye Starr — Date: 10-10-2026

Vendor Name: SANDRA KAYE STARR

in the presence of: — Date:

Witness Name:

Signed by or on behalf of Vendor 3 — Date:

Vendor Name:

in the presence of: — Date:

Witness Name:

Signed by or on behalf of Vendor 4 — Date:

Vendor Name:

in the presence of: — Date:

Witness Name:

Vendor / Purchaser Please Note:

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

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REAL PROPERTY ACT, 1886
South Australia

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

REGISTRAR-GENERAL SOUTH AUSTRALIA

Certificate of Title - Volume 5526 Folio 940

Parent Title(s) CT 4063/397

Creating Dealing(s) CONVERTED TITLE

Title Issued 22/04/1998 **Edition** 6 **Edition Issued** 31/03/2014

Estate Type

FEE SIMPLE

Registered Proprietor

TREVOR MILTON STARR
SANDRA KAYE STARR
OF 1C FRANCIS AVENUE FULLARTON SA 5063
AS JOINT TENANTS

Description of Land

ALLOTMENT 4 DEPOSITED PLAN 10187
IN THE AREA NAMED GOOLWA NORTH
HUNDRED OF GOOLWA

Easements

NIL

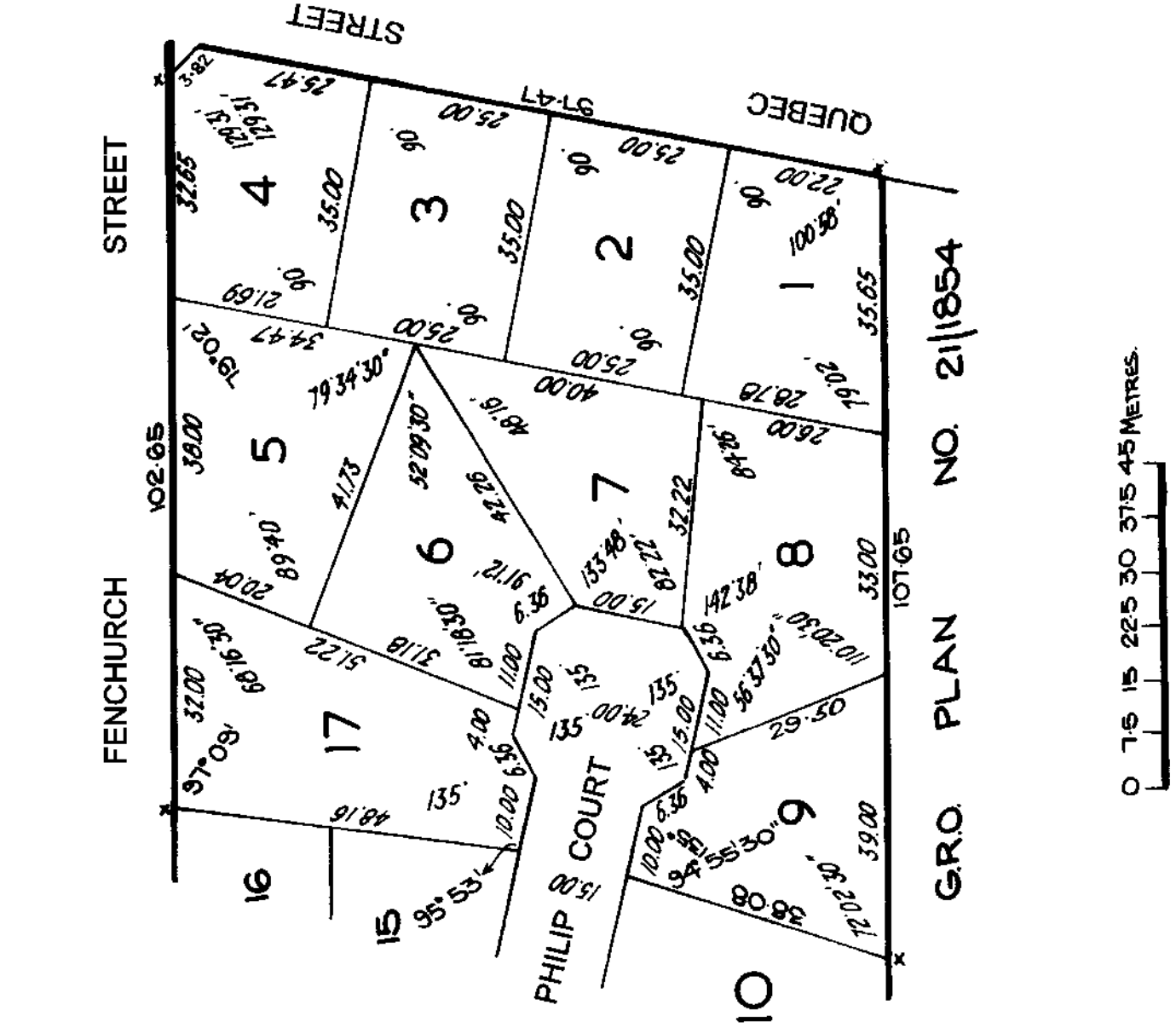
Schedule of Dealings

NIL

Notations

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

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ANNEXURE A

DESCRIPTION:

ITEM 20. FURTHER TERMS OF SALE

THE PURCHASER ACKNOWLEDGES AND AGREES:
(A) TO BE SERVED THE FORM 1 VIA EMAIL.
(B) THEY HAVE HAD THE OPPORTUNITY TO OBTAIN AN R3 NOTICE.
(C) THEY HAVE ENTERED INTO THIS AGREEMENT RELYING ON THEIR OWN JUDGMENT AND PROFESSIONAL ADVICE AFTER SATISFACTORY INSPECTION AND INVESTIGATION OF THE PROPERTY; AND
(D) NO WARRANTIES, REPRESENTATIONS OR ASSURANCES OTHER THAN THOSE CONTAINED IN THIS AGREEMENT ARE GIVEN BY THE VENDOR OR ITS AGENT AND ALL WARRANTIES, REPRESENTATIONS AND ASSURANCES ARE EXCLUDED AND NEGATED TO THE FULL EXTENT PERMISSIBLE AT LAW.

THE PURCHASER WARRANTS THAT THEY ARE LEGALLY ENTITLED TO PURCHASE THE PROPERTY WITHOUT THE REQUIREMENT TO APPLY TO THE FOREIGN INVESTMENT REVIEW BOARD FOR FOREIGN INVESTMENT APPROVAL PRIOR TO PURCHASE. PLEASE NOTE THAT FROM 1ST APRIL 2025, FOREIGN PERSONS INCLUDING TEMPORARY RESIDENTS AND FOREIGN OWNED COMPANIES CANNOT APPLY TO PURCHASE AN ESTABLISHED DWELLING IN AUSTRALIA UNLESS AN EXCEPTION APPLIES.

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

Land and Business (Sale and Conveyancing) Regulations 2025 - regulation 17

Buyers information notice

Prescribed notice to be given to purchaser

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

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

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

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

Safety

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

Enjoyment

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

Value

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

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

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

Form 1—Vendor's statement

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

Contents

Preliminary
Part A—Parties and land
Part B—Purchaser's cooling off rights and proceeding with the purchase
Part C—Statement with respect to required particulars
Part D—Certificate with respect to prescribed inquiries by registered agent

Schedule

Preliminary

To the purchaser:

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

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

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

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

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Part A—Parties and land

1 Purchaser: Luke Eric Mitchell
Address: 56 Castle Avenue, Goolwa Beach, SA, 5214

2 Purchaser's registered agent: NOT APPLICABLE
Address:

3 Vendor: TREVOR MILTON STARR AND SANDRA KAYE STARR
Address: SOUTHERN CROSS CARE, THE WATERFORD, APARTMENT 15, 4/16 CROSS ROAD MYRTLE BANK SA 5064

4 Vendor's registered agent: OUWENS CASSERLY REAL ESTATE PTY. LTD.
Address: 210 GREENHILL ROAD EASTWOOD SA 5063

5 Date of contract (if made before this statement is served): / /2026

6 Description of the land: 73 FENCHURCH STREET GOOLWA NORTH SA 5214 BEING THE WHOLE OF THE LAND COMPRISED IN CERTIFICATE OF TITLE REGISTER BOOK VOLUME 5526 FOLIO 940 BEING ALLOTMENT 4 DEPOSITED PLAN 10187 IN THE AREA NAMED GOOLWA NORTH HUNDRED OF GOOLWA

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

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.

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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:
SOUTHERN CROSS CARE, THE WATERFORD, APARTMENT 15, 4/16 CROSS ROAD MYRTLE BANK SA 5064
(being the vendor's last known address); or

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

EMAIL: KATHLEENF@OCRE.COM.AU DEANR@OCRE.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:
210 GREENHILL ROAD EASTWOOD SA 5063
(being the agent's address for service under the *Land Agents Act 1994*)

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;
(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;
(c) you are entitled to retain the solicitor or registered conveyancer of your choice.

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Part C—Statement with respect to required particulars

(section 7(1))

To the purchaser:

We, TREVOR MILTON STARR AND SANDRA KAYE STARR,
Of SOUTHERN CROSS CARE, THE WATERFORD, APARTMENT 15, 4/16 CROSS ROAD MYRTLE BANK SA 5064 being the vendors 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: 30 / 09 / 2026

Signed: Trevor Starr + Sandra Starr .....

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

(section 9)

To the purchaser:

I, LISA MARIE AMABILI of 147 FROME STREET ADELAIDE SA 5000

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

Exceptions: NIL

Date: 29/09/2026

Signed: .....

Person authorised to act on behalf of Vendor's agent (pursuant to the agent's written authority)

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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 one 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.

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Table of particulars

Column 1	Column 2	Column 3

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

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

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

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

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

[If there is more than 1 mortgage, charge or prescribed encumbrance of a kind referred to in column 1, the particulars requested in column 2 must be set out for each such mortgage, charge or prescribed encumbrance.]
[If requested particulars are set out in the item and then continued on an attachment due to insufficient space, identify the attachment in the place provided in column 2. If all of the requested particulars are contained in an attachment (instead of in the item) in accordance with the Note preceding this table, identify the attachment in the place provided in column 2 and (if required by the Note) identify the parts of the attachment that contain the particulars.]

1. General

1.1	Mortgage of land NOT APPLICABLE	*Is this item applicable?* *Will this be discharged or satisfied prior to or at settlement?* *Are there attachments?* Number of mortgage (if registered): Name of mortgagee:	
1.2	Easement (whether over the land or annexed to the land) Note— "Easement" includes rights of way and party wall rights *REFER PROPERTY INTEREST REPORT: NOTATION IN RESPECT OF STATUTORY EASEMENTS – THIS NOTICE DOES NOT NECESSARILY IMPLY THAT ANY STATUTORY OR OTHER EASEMENT EXISTS	*Is this item applicable?* *Will this be discharged or satisfied prior to or at settlement?* *Are there attachments?* PROPERTY INTEREST REPORT – STATUTORY EASEMENTS Description of land subject to easement: PORTION OF THE LAND IN THE SAID CERTIFICATE OF TITLE Nature of easement: STATUTORY EASEMENTS 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? N/A If YES, give details:	YES* NO YES

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1.3	Restrictive covenant NOT APPLICABLE	*Is this item applicable?* *Will this be discharged or satisfied prior to or at settlement?* *Are there attachments?* 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?	
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.) NOT APPLICABLE	*Is this item applicable?* *Will this be discharged or satisfied prior to or at settlement?* *Are there attachments?* Names of parties: Period of lease, agreement for lease etc: Amount of rent or licence fee: Is the lease, agreement for lease etc in writing? If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify— (a) the Act under which the lease or licence was granted: (b) the outstanding amounts due (including any interest or penalty):	
5. *Development Act 1993*			
5.1	section 42—Condition (that continues to apply) of a development authorisation	*Is this item applicable?* *Will this be discharged or satisfied prior to or at settlement?* *Are there attachments?* LOCAL GOVERNMENT (COUNCIL) SEARCH DEVELOPMENT ACT 1993 SECTION 42 AND AUTHORISATION Condition(s) of authorisation: REFER LOCAL GOVERNMENT (COUNCIL) SEARCH DEVELOPMENT ACT 1993 SECTION 42 AND AUTHORISATION	YES NO YES
6. Repealed Act conditions			
6.1		*Is this item applicable?* *Will this be discharged or satisfied prior to or at settlement?* *Are there attachments?* LOCAL GOVERNMENT (COUNCIL) SEARCH REPEALED ACT CONDITIONS AND AUTHORISATION	YES NO YES

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	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 1967 (repealed)* NOT APPLICABLE	Nature of condition(s): REFER LOCAL GOVERNMENT (COUNCIL) SEARCH REPEALED ACT CONDITIONS AND AUTHORISATION	
29. *Planning, Development and Infrastructure Act 2016*			
29.1	Part 5- Planning and Design Code	*Is this item applicable?* *Will this be discharged or satisfied prior to or at settlement?* *Are there attachments* LOCAL GOVERNMENT (COUNCIL) SEARCH PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016 PART 5 – PLANNING AND DESIGN CODE, PLANSA DATA EXTRACT FOR SECTION 7 SEARCH PURPOSES Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code): ZONE: NEIGHBOURHOOD (N) SUBZONE: NIL ZONING OVERLAYS: REFER PLANSA DATA EXTRACT ZONING OVERLAYS 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 *https://code.plan.sa.gov.au*	YES NO YES
29.2	section 127—Condition (that continues to apply) of a development authorisation NOT APPLICABLE	*Is this item applicable?* *Will this be discharged or satisfied prior to or at settlement?* *Are there attachments:* LOCAL GOVERNMENT (COUNCIL) SEARCH PLANSA DATA EXTRACT ASSOCIATED DEVELOPMENT AUTHORISATION INFORMATION Date of authorisation: Name of relevant authority that granted authorisation: Condition(s) of authorisation:	YES

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Annexures

The following documents are annexed hereto -

Property Interest Report

Copy of certificate(s) of title to the land

Local Government (Council) Search

SA Water, Emergency Service Levy and Land Tax Searches

Form R3 – Buyers Information Notice

Acknowledgement of Receipt

*I/We, the abovenamed Purchaser(s), hereby acknowledge having received this day this Statement under section 7 under the *Land and Business (Sale and Conveyancing) Act* with the annexures as set out above.

Dated this _____ day of _____ 2026

Signed: _____

_____

Purchaser(s)

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Property Interest Report

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

Title Reference	CT 5526/940	**Reference No.**	2820762
Registered Proprietors	S K & T M*STARR	**Prepared**	22/09/2026 16:36
Address of Property	73 FENCHURCH STREET, GOOLWA NORTH, SA 5214		
Local Govt. Authority	ALEXANDRINA COUNCIL		
Local Govt. Address	PO BOX 21 GOOLWA SA 5214		

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

Table of Particulars

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

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

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

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

3. *Burial and Cremation Act 2013*

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

4. *Crown Rates and Taxes Recovery Act 1945*

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

5. *Development Act 1993* (repealed)

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

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

6. Repealed Act conditions

6.1	Condition (that continues to apply) of an approval or authorisation granted under the *Building Act 1971* (repealed), the *City of Adelaide Development Control Act, 1976* (repealed), the *Planning Act 1982* (repealed) or the *Planning and Development Act 1967* (repealed) *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply

7. *Emergency Services Funding Act 1998*

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

8. *Environment Protection Act 1993*

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

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

9. *Fences Act 1975*

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

10. *Fire and Emergency Services Act 2005*

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

11. *Food Act 2001*

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

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

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

13. *Heritage Places Act 1993*

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

14. *Highways Act 1926*

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

15. *Housing Improvement Act 1940* (repealed)

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

16. *Housing Improvement Act 2016*

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

17. *Land Acquisition Act 1969*

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

18. *Landscape South Australia Act 2019*

18.1	section 72 - Notice to pay levy in respect of costs of regional landscape board	The regional landscape board has no record of any notice affecting this title
18.2	section 78 - Notice to pay levy in respect of right to take water or taking of water	DEW has no record of any notice affecting this title
18.3	section 99 - Notice to prepare an action plan for compliance with general statutory duty	The regional landscape board has no record of any notice affecting this title
18.4	section 107 - Notice to rectify effects of unauthorised activity	The regional landscape board has no record of any notice affecting this title
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
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 Act	The regional landscape board has no record of any notice affecting this title
18.18	section 209 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act	The regional landscape board has no record of any notice affecting this title

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

19. *Land Tax Act 1936*

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

20. *Local Government Act 1934* (repealed)

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

21. *Local Government Act 1999*

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

22. *Local Nuisance and Litter Control Act 2016*

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

23. *Metropolitan Adelaide Road Widening Plan Act 1972*

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

24. *Mining Act 1971*

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

25. *Native Vegetation Act 1991*

25.1	Part 4 Division 1 - Heritage agreement	DEW Native Vegetation has no record of any agreement affecting this title

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

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

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

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

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

28. *Phylloxera and Grape Industry Act 1995*

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

29. *Planning, Development and Infrastructure Act 2016*

29.1	Part 5 - Planning and Design Code *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated. also Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title also For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority also Contact the Local Government Authority for other details that might apply to a place of local heritage value also For details of declared significant trees affecting this title, contact the Local Government Authority also The Planning and Design Code (the Code) is a statutory instrument under the *Planning, Development and Infrastructure Act 2016* for the purposes of development assessment and related matters within South Australia. The Code contains the planning rules and policies that guide what can be developed in South Australia. Planning authorities use these planning rules to assess development applications. To search and view details of proposed statewide code amendments or code amendments within a local government area, please search the code amendment register on the SA Planning Portal: https://plan.sa.gov.au/have_your_say/code-amendments/code_amendment_register or phone PlanSA on 1800 752 664.
29.2	section 127 - Condition (that continues to apply) of a development authorisation *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.3	section 139 - Notice of proposed work and notice may require access	Contact the vendor for these details
29.4	section 140 - Notice requesting access	Contact the vendor for these details
29.5	section 141 - Order to remove or perform work	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.6	section 142 - Notice to complete development	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.7	section 155 - Emergency order	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply

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

30. *Plant Health Act 2009*

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

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

31.1	Part 3 - Notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
31.2	*Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)* (revoked) Part 2 - Condition (that continues to apply) of an approval	Public Health in DHW has no record of any condition affecting this title also Contact the Local Government Authority for other details that might apply
31.3	*Public and Environmental Health (Waste Control) Regulations 2010* (revoked) regulation 19 - Maintenance order (that has not been complied with)	Public Health in DHW has no record of any order affecting this title also Contact the Local Government Authority for other details that might apply

32. *South Australian Public Health Act 2011*

32.1	section 66 - Direction or requirement to avert spread of disease	Public Health in DHW has no record of any direction or requirement affecting this title
32.2	section 92 - Notice	Public Health in DHW has no record of any notice affecting this title

		also Contact the Local Government Authority for other details that might apply
32.3	*South Australian Public Health (Wastewater) Regulations 2013* Part 4 - Condition (that continues to apply) of an approval	Public Health in DHW has no record of any condition affecting this title also Contact the Local Government Authority for other details that might apply

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

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

34. *Water Industry Act 2012*

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

35. *Water Resources Act 1997* (repealed)

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

36. Other charges

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

Other Particulars

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

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

Additional Information

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

1.	Pipeline Authority of S.A. Easement	Epic Energy has no record of a Pipeline Authority Easement relating to this title
2.	State Planning Commission refusal	No recorded State Planning Commission refusal
3.	SA Power Networks	SA Power Networks has no interest other than that recorded on the attached notice or registered on the Certificate of Title
4.	South East Australia Gas Pty Ltd	SEA Gas has no current record of a high pressure gas transmission pipeline traversing this property
5.	Central Irrigation Trust	Central Irrigation Trust has no current records of any infrastructure or Water Delivery Rights associated to this title.
6.	ElectraNet Transmission Services	ElectraNet has no current record of a high voltage transmission line traversing this property
7.	Outback Communities Authority	Outback Communities Authority has no record affecting this title
8.	Dog Fence *(Dog Fence Act 1946)*	This title is not subject to Dog Fence rates or the Dog Fence outside levy. Accordingly, the Dog Fence Board holds no current rate or levy-related interest in the property.
9.	Pastoral Board *(Pastoral Land Management and Conservation Act 1989)*	The Pastoral Board has no current interest in this title
10.	Heritage Branch DEW *(Heritage Places Act 1993)*	Heritage Branch in DEW has no record of any World, Commonwealth or National Heritage interest affecting this title
11.	Health Protection Programs – Department for Health and Wellbeing	Health Protection Programs in the DHW has no record of a public health issue that currently applies to this title.

Notices

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

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

Building restrictions

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

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

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

Statutory easements

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

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

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

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

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

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

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

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

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

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

Information should be obtained from:

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

Landscape South Australia 2019

Water Resources Management - Taking of underground water

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

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

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

Product	Check Search
Date/Time	22/09/2026 04:36PM
Customer Reference	
Order ID	20260922010255

Certificate of Title

Title Reference: CT 5526/940

Status: CURRENT

Edition: 6

Dealings

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

Priority Notices

NIL

Registrar-General's Notes

No Registrar-General's Notes exist for this title

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REAL PROPERTY ACT, 1886
South Australia

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

REGISTRAR - GENERAL SOUTH AUSTRALIA

Certificate of Title - Volume 5526 Folio 940

Parent Title(s) CT 4063/397

Creating Dealing(s) CONVERTED TITLE

Title Issued 22/04/1998 **Edition** 6 **Edition Issued** 31/03/2014

Estate Type

FEE SIMPLE

Registered Proprietor

TREVOR MILTON STARR
SANDRA KAYE STARR
OF 1C FRANCIS AVENUE FULLARTON SA 5063
AS JOINT TENANTS

Description of Land

ALLOTMENT 4 DEPOSITED PLAN 10187
IN THE AREA NAMED GOOLWA NORTH
HUNDRED OF GOOLWA

Easements

NIL

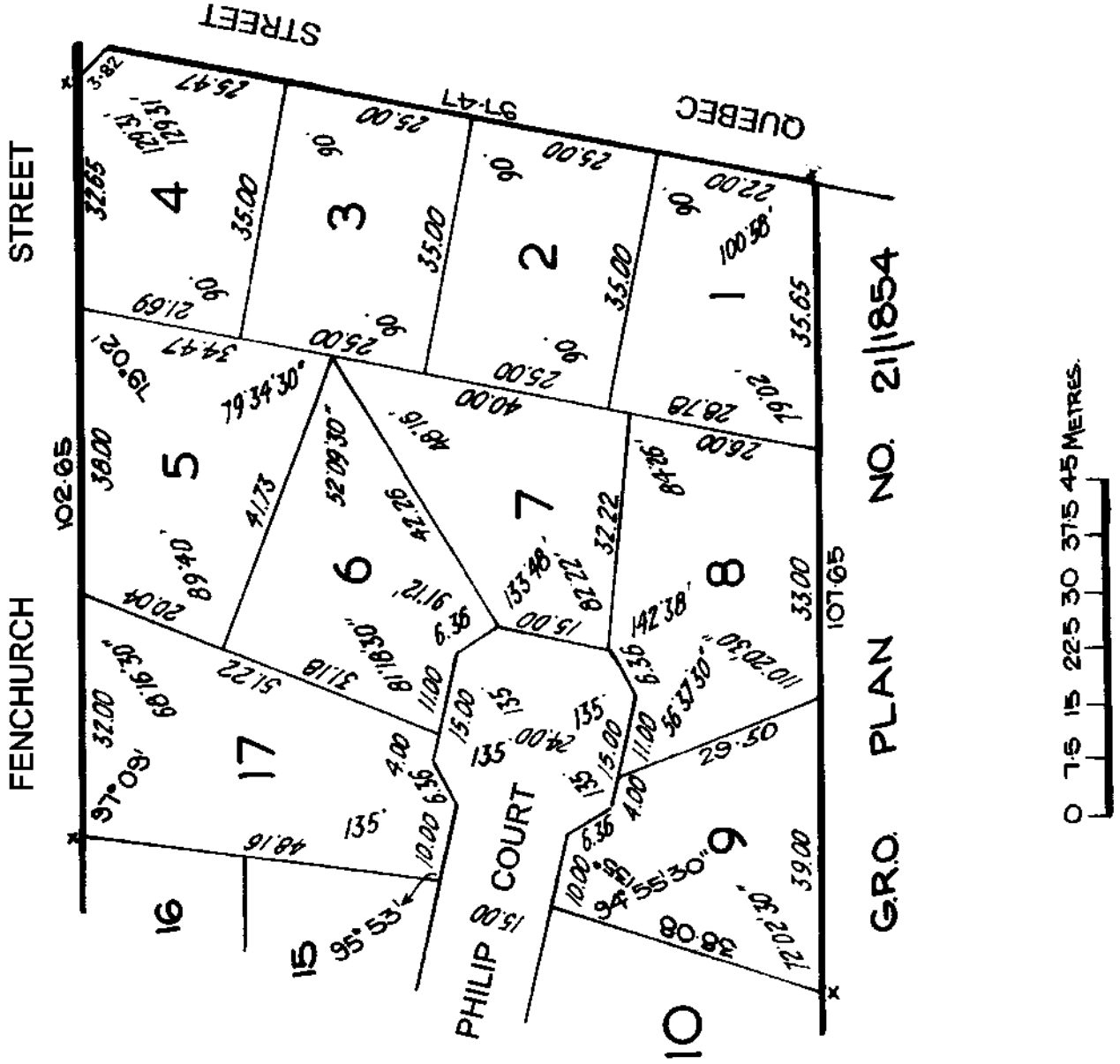
Schedule of Dealings

NIL

Notations

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

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Doc ID: 8aa139e08f3232e4dd486517a68a8446e28c7ac4

Certificate of Title

Title Reference	CT 5526/940
Status	CURRENT
Easement	NO
Owner Number	12645885
Address for Notices	1C FRANCIS AVE FULLARTON 5063
Area	NOT AVAILABLE

Estate Type

Fee Simple

Registered Proprietor

TREVOR MILTON STARR
SANDRA KAYE STARR
OF 1C FRANCIS AVENUE FULLARTON SA 5063
AS JOINT TENANTS

Description of Land

ALLOTMENT 4 DEPOSITED PLAN 10187
IN THE AREA NAMED GOOLWA NORTH
HUNDRED OF GOOLWA

Last Sale Details

Dealing Reference	TRANSFER (T) 12091246
Dealing Date	27/02/2014
Sale Price	$349,000
Sale Type	TRANSFER FOR FULL MONETARY CONSIDERATION

Constraints

Encumbrances

NIL

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
4521688005	CURRENT	73 FENCHURCH STREET, GOOLWA NORTH, SA 5214

Notations

Dealings Affecting Title

NIL

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Notations on Plan

NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	4521688005
Type	Site & Capital Value
Date of Valuation	01/01/2026
Status	CURRENT
Operative From	01/07/1976
Property Location	73 FENCHURCH STREET, GOOLWA NORTH, SA 5214
Local Government	ALEXANDRINA
Owner Names	TREVOR MILTON STARR SANDRA KAYE STARR
Owner Number	12645885
Address for Notices	1C FRANCIS AVE FULLARTON 5063
Zone / Subzone	N - Neighbourhood
Water Available	Yes
Sewer Available	No
Land Use	1100 - House
Description	6H D/IG
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
D10187 ALLOTMENT 4	CT 5526/940

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	$265,000	$720,000			
Previous	$240,000	$660,000			

Building Details

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Valuation Number	4521688005
Building Style	Conventional
Year Built	1979
Building Condition	Good
Wall Construction	Brick
Roof Construction	Tiled (Terra Cotta or Cement)
Equivalent Main Area	164 sqm
Number of Main Rooms	7

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

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Doc ID: 8aa139e08f3232e4dd486517a68a8446e28c7ac4

ALEXANDRINA COUNCIL PRESCRIBED INFORMATION

Certificate of
LOCAL GOVERNMENT CHARGES
Pursuant to the Local Government Act, 1999

Search No: CTRATES-2026-002945 **Property ID:** 22360

Bpay Biller Code: 435115 **Valuation No:** 4521688005

Reference: 21000 10610 02236 09

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

Property Described as: 73 Fenchurch Street GOOLWA NORTH SA 5214

Owners Name/s: Sandra K Starr
Trevor M Starr

Section	Allotment	Plan	Certificate of Title
2199	4	10187	5526/940

RATES AND CHARGES INFORMATION

Declared Date: 29 Jun 2026 **Period Ending**: 30 Jun 2027

Rates and Fines in arrears b/fwd 1st July	$0.00
Rates for current Financial Year	$2,532.90
Service Charges	$0.00
Interest to Date	$0.00
Legal Fees to Date	$0.00
Fines to Date	$0.00
Property Related Debt	$0.00
Regional Landscape Levy	$61.20
Less payments and adjustments	$-2,594.10
TOTAL OUTSTANDING AT DATE OF THIS CERTIFICATE	**$0.00**

Doc ID: 8aa139e08f3232e4dd486517a68a8446e28c7ac4

Rates not paid on or before the **due date** are the subject to a **fine** of 2.00% as prescribed by the Local Government Act, with further **interest charges** of 0.7375% being added to **arrears** each month following.

Conditions

I certify that to the best of my knowledge and belief the information provided above is correct.

Authorised by Alexandrina Council	**Date:** 23 September 2026

The charges as shown are valid for the date of the certificate.

Please Note: Council allows for a free update on searches for up to 60 days from the certificate date.

If this information falls outside the two (2) month period, or is for a new financial year, a new Section 187 certificate is required.

To request a free update, please provide the Certificate Number CTRATES-2026-002945 and the date of this certificate to assist in processing your update promptly.

Doc ID: 8aa139e08f3232e4dd486517a68a8446e28c7ac4

ALEXANDRINA COUNCIL PRESCRIBED INFORMATION

Certificate of
PROPERTY CONDITIONS
Pursuant to the Land and Business (Sale and Conveyancing) Act, 1994

Search No: CTPROPERTY-2026-002947 **Property ID:** 22360

Valuation No: 4521688005

Property Described as: 73 Fenchurch Street GOOLWA NORTH SA 5214

Owners Name/s: Sandra K Starr
Trevor M Starr

Section	Allotment	Plan	Certificate of Title
2199	4	10187	5526/940

PROPERTY INFORMATION

5. *Development Act 1993 (repealed)*

5.1	Section 42 – Condition (that continues to apply) of a development authorisation	Attached

6. *Repealed Act conditions*

6.1	Condition (that continues to apply) of an approval or authorisation granted under the Building Act 1971 (repealed), the City of Adelaide Development Control Act 1976 (repealed), the Planning Act 1982 (repealed) or the Planning and Development Act 1967 (repealed)	Attached

29 *Planning, Development, and Infrastructure Act 2016*

29.1	Part 5 – Planning and Design Code – Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code)	Refer to Attached Plan SA Report
29.1	Is there a State Heritage place on the land or is the land situated in a State Heritage area?	No
29.1	Is the land designated as a local heritage place?	No

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29.1	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
29.1	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
29.2	Section 127 – Condition (that continues to apply) of a development authorisation	Refer to Attached PlanSA Report

5 *Development Act 1993 (repealed)*

5.2	Section 50(1) – Requirement to vest land in a council or the Crown to be held as open space	Nil
5.3	Section 50(2) – Agreement to vest land in a council or the Crown to be held as open space	Nil
5.4	Section 55 – Order to remove or perform work	Nil
5.5	Section 56 – Notice to complete development	Nil
5.6	Section 57 – Land management agreement	Nil
5.8	Section 69 – Emergency order	Nil
5.9	Section 71 – Fire safety notice	Nil
5.10	Section 84 – Enforcement notice	Nil
5.11	Section 85(6), 85(10) or 106 – Enforcement order	Nil
5.12	Part 11 Division 2 - Proceedings	Nil

10 *Fire and Emergency Services Act 2005*

10.1	Section 105F (or Section 56 or 83 (repealed)) – Notice to take action to prevent outbreak or spread of fire	Nil

11 *Food Act 2001*

11.1	Section 44 – Improvement notice	Nil
11.2	Section 46 – Prohibition order	Nil

15 *Housing Improvement Act 1940 (repealed)*

15.1	Section 23 – Declaration that the house is undesirable or unfit for human habitation	Nil

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15.2	Part 7 (rent control for substandard houses) – Notice or declaration	Nil

17 *Land Acquisition Act 1969*

17.1	Section 10 – Notice of intention to acquire	Nil

20 *Local Government Act 1934 (repealed)*

20.1	Notice, order, declaration, charge, claim or demand given or made under the Act	Nil

21 *Local Government Act 1999*

21.1	Notice, order, declaration, charge, claim or demand given or made under the Act	Nil

22 *Local Nuisance and Litter Control Act 2016*

22.1	Section 30 – Nuisance or litter abatement notice	Nil

29 *Planning, Development and Infrastructure Act 2016*

29.5	Section 141 – Order to remove or perform work	Nil
29.6	Section 142 – Notice to complete development	Nil
29.7	Section 155 – Emergency order	Nil
29.8	Section 157 – Fire safety notice	Nil
29.9	Section 192 or 193 – Land management agreement	Nil
29.10	Section 198(1) – Requirement to vest land in a council or the Crown to be held as open space	Nil
29.11	Section 198(2) – Agreement to vest land in a council or the Crown to be held as open space	Nil
29.12	Part 16 Division 1 – Proceedings	Nil
29.13	Section 213 – Enforcement notice	Nil
29.14	Section 214(6), 214(10) or 222 – Enforcement order	Nil

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

31.1	Part 3 - Notice	Nil

Doc ID: 8aa139e08f3232e4dd486517a68a8446e28c7ac4

31.2 Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2 – Condition (that continues to apply) of an approval	Nil
31.3 Public and Environmental Health (Waste Control) Regulations 2010 (revoked) Regulation 19 – Maintenance order (that has not been complied with)	Nil

32 *South Australian Public Health Act 2011*

32.2 Section 92 - Notice	Nil
32.3 South Australian Public Health (Wastewater) Regulations 2013 Part 4 – Condition (that continues to apply) of an approval	Nil

36 *Other Charges*

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

Particulars of Building Indemnity Insurance

Note: Building Indemnity Insurance is required for -

(a) Domestic building work for which approval under the Planning, Development and Infrastructure Act 2016, the repealed Development Act 1993 or the repealed Building Act 1971 is or was not required; or

(b) Minor domestic building work (see Section 3 of the Building Work Contractors Act 1995); or

(c) Domestic building work commenced before 1 May 1987; 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 2011; 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.*

Details of Building Indemnity Insurance still in existence for Building Work on the Land

Building indemnity insurance required	No

If yes:

Name(s) of person(s) insured	
Name of insurer:	

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Limitations of the liability of the insurer:	
Name of the builder:	
Builder's Licence Number:	
Date of Issue of insurance:	
Description of insured building work:	

Exemption from holding insurance

If particulars of insurance are not given, has an exemption been granted under Section 45 of the Building Work Contractors Act 1995 from the requirement to hold an insurance policy in accordance with Division 3 of Part 5 of that Act?	No

If yes:

Date of exemption:	
Name of builder granted the exemption:	
Licence Number of the builder granted the exemption:	
Details of building work for which the exemption applies:	
Details of conditions (if any) to which the exemption is subject:	

Particulars relating to Environment Protection

6	**Further information held by councils –** Does the council hold details of any development approvals relating to: (a) Commercial or industrial activity at the land; or (b) A change in the use of the land or part of the land (within the meaning of the Development Act 1993 or the Planning, Development and Infrastructure Act 2016)?	No

Note -

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

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

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It should be noted that –

(a) the approval of development by a council does not necessarily mean that the development has taken place;

(b) the council will not necessarily be able to provide a complete history of all such development that has taken place at the land.

I certify that to the best of my knowledge and belief the information provided above is correct.

Authorised by Alexandrina Council **Date:** 28 September 2026

CONFIRMED BY (as required):

Environmental Health Officer	Date: 28 September 2026
Building Officer	Date: 28 September 2026
Planning Officer	Date: 28 September 2026
Compliance Officer	Date: 28 September 2026

Additional Information:

Doc ID: 8aa139e08f3232e4dd486517a68a8446e28c7ac4

DECISION NOTIFICATION FORM

ALEXANDRINA

– GOOLWA – NATIONAL TIDY TOWN WINNER 1999

For Development Application : Dated : 21.06.01
Registered : 21.06.01

Development Number
455/613/01

To MARK COX
42 PINE AVE
VICTOR HARBOR 5211

ASSESSMENT: A4217

LOCATION OF PROPOSED DEVELOPMENT 73 FENCHURCH STREET
GOOLWA NORTH

NATURE OF PROPOSED DEVELOPMENT : PERGOLA/DECK

In respect of this proposed development you are informed that :

NATURE OF DECISION	CONSENT REQUIRED ?	CONSENT GRANTED	CONSENT REFUSED	NO. OF CONDITIONS
Provisional Development Plan Consent	YES	28.06.01		0
Land Division	N/A			
Land Division (Community Title)	N/A			
Provisional Building Rules Consent	YES	26.07.01		4
Other	N/A			
DEVELOPMENT APPROVAL	YES	26.07.01		4

NOTE : No work can commence on this development unless a DEVELOPMENT APPROVAL has been obtained. (i.e. consent granted by date for a Development Approval in the shaded box)

Details of the building classification and the approved number of occupants under the Building Code are attached.

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

DATE OF DECISION : 26.07.01

SIGNED : _____ DATE : 26.07.01
Authorised Officer

Doc ID: 8aa139e08f3232e4dd486517a68a8446e28c7ac4

CONDITIONS OF APPROVAL - DEVELOPMENT APPLICATION No :- 455/613/01

OWNERS NAME: NORM LAVIS

CONDITIONS OF DEVELOPMENT PLAN CONSENT:-

NOTE: Please contact the Planning Officer if you have any enquiries in relation to the above Conditions of Development Plan Consent.

CONDITIONS OF BUILDING RULES CONSENT:-

BUILDING CLASSIFICATION: 10a - RESIDENTIAL ADDITIONS

1 NOTE: Roof water from every building or water flowing from any paved carpark, walkway or other paved area shall be disposed of in such a manner that it does not flow or discharge onto land of an adjoining owner except with the written consent of that owner. The stormwater drainage system must be designed so that any overflow during heavy rain periods is prevented from flowing back into the building. BCA-Part 3.1.2.5

2 No structure is to be built over or within 2.5m of an existing septic tank or effluent disposal pipe.

3 Not withstanding the approval of this application, building work must comply with all the requirements of the Development Act & Regulations and Council By-Laws. Sec. 45(2)

Approval is valid for one (1) year only and should the building be not substantially commenced within that period a new application must be submitted. Reg. 48(1)

Any variations or additions to the original application must be submitted to the Council for approval.

IMPORTANT NOTE TO APPLICANT: This report does not imply compliance with the Electricity Trust of South Australia Act 1946, as amended or the Regulations thereunder. It is the responsibility of the owner and the person erecting the Building to ensure compliance with the same.

4 The owner or builder must notify the Building Inspector of any footings, excavations, placing of rods and/or reinforcements, piers, column pads, stumps, etc. to enable an inspection to be made before pouring of any concrete or backfilling is carried out. At least one business days notice must be given to the inspector i.e. 24 hours notice, not including week-ends or public holidays. Reg. 75

NOTE: Please contact the Building Inspector if you have any enquiries in relation to the Conditions of Building Rules Consent.

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12168005

North Goolwa.

July 22, 80

Notice is hereby given that the following application was approved under the Building Act 1970-71 and Part V of the Planning and Development Act 1966-1975 (Interim Development Control) by Council at its meeting held on July 21, 1980.

* *A right of appeal to the Planning Appeal Board is available in respect of refusals of consent or of the granting of consent subject to conditions.*

Application number 11/81

Name of Applicant AR Hann

Location of Property Lot 4 Cr Fenchurch St & Quebec St, NTH GOOLWA

Details of Application Garage

Class of Building X

YOUR ATTENTION IS DIRECTED TO THE CONDITIONS OF APPROVAL AS LISTED HEREUNDER:-

Subject to

1. The concrete footings being increased in depth to at least 750mm.

2. No part of the external wall of the building being constructed nearer than 600mm to the nearest part of any external wall of another building on the same site or the side or rear boundary of the site, unless the face of the external wa wall is on thet boundary. Reg 48.2

3. This approval is for a Class X building only and as such may not be used for any other purpose without first gaining Council approval for a change of classification. Reg 6.6

....

Surveyor or Inspector *District Clerk*

IMPORTANT - PLEASE SEE REVERSE FOR FURTHER CONDITIONS OF APPROVAL

Doc ID: 8aa139e08f3232e4dd486517a68a8446e28c7ac4

Data Extract for Section 7 search purposes

Valuation ID 4521688005

Data Extract Date: 28/09/2026

Important Information

This Data Extract contains information that has been input into the Development Application Processing (DAP) system by either the applicant or relevant authority for the development for which approval was sought under the Planning, Development and Infrastructure Act 2016. The Department for Housing and Urban Development does not make any guarantees as to the completeness, reliability or accuracy of the information contained within this Data Extract and councils should verify or confirm the accuracy of the information in the Data Extract in meeting their obligations under the Land and Business (Sale and Conveyancing) Act 1994.

Parcel ID: D10187 AL4

Certificate Title: CT5526/940

Property Address: 73 FENCHURCH ST GOOLWA NORTH SA 5214

Zones

Neighbourhood (N)

Subzones

No

Zoning overlays

Overlays

Airport Building Heights (Aircraft Landing Area)

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

Affordable Housing

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

Building Near Airfields

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

Hazards (Bushfire - Urban Interface) (Urban Interface)

The Hazards (Bushfire - Urban Interface) Overlay seeks to ensure urban neighbourhoods adjoining bushfire risk areas allow access through to bushfire risk areas, are designed to protect life and property from the threat of bushfire and facilitate evacuation to areas safe from bushfire danger.

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.

Murray-Darling Basin

The Murray-Darling Basin Overlay seeks to ensure sustainable water use in the Murray-Darling Basin area.

Native Vegetation

The Native Vegetation Overlay seeks to protect, retain and restore areas of native vegetation.

Signif Retirement Facility Supported Accom Sites

The Significant Retirement Facility and Supported Accommodation Sites Overlay seeks to facilitate the development of supported accommodation and/or retirement facilities on significant retirement facility and supported accommodation sites to provide accommodation for the communities' ageing residents.

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

Alexandrina Council

Swimming Pool Safety



Requirements on Sale of Property

Pools approved, constructed or installed before 1 st July 1993:

Safety barriers must be brought into line with the requirements of Ministerial Building Standard – MBS 004 - Swimming Pool Safety – designated safety features for pools built before 1 July 1993

Pools approved, constructed or installed from 1 st July 1993 to the present:

Safety barriers must comply with the rules in place when the pool was approved.

- From 1 st July 1993 to 1 st December 2010 child resistant doorsets were permitted doors opening into a pool enclosure were required to be self-closing and self-latching with the latch at least 1500mm above the floor windows opening into a pool enclosure were required to be protected by a security screen or the opening width restricted to a maximum of 100mm
- From 2 nd December 2010 child resistant door sets were not permitted a fence was required between any doorway from the house and the pool windows opening into a pool enclosure were required to be protected by a security screen or the opening width restricted to a maximum of 100mm

Safety Fence Inspections

If you have a property for sale that has a swimming pool, it is your responsibility to ensure the pool safety barrier is compliant with Ministerial Building Standard-MBS 004 and the legislation at the time of approval. It is recommended that you should have the pool safety barrier checked by a consultant specializing in pool fencing well before the property transfer is settled. This will allow time to upgrade anything that is deficient or not complying before the settlement date.

Please Note: Alexandrina Council does not undertake such inspections.

For further details log onto the State Government website:
https://www.sa.gov.au/topics/housing/owning-a-property/keeping-your-property-safe/pool-and-spa-safety

or contact the Building Team of Council on (08) 8555 7000

Doc ID: 8aa139e08f3232e4dd486517a68a8446e28c7ac4

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
45 21688 00 5	CT5526940	23/9/2026	7627	2820762

FORM 1 ON FROME
LEVEL 1 147 FROME ST
ADELAIDE SA 5000
info@form1onfrome.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: MR TM & MRS SK STARR
Location: 73 FENCHURCH ST GOOLWA NORTH LT 4
Description: 6H D/IG
Capital Value: $ 720 000
Rating: Residential

Periodic charges

Raised in current years to 30/9/2026

			$
		Arrears as at: 30/6/2026 :	0.00
Water main available:	1/7/1976	Water rates :	88.00
Sewer main available:		Sewer rates :	0.00
		Water use :	127.92
		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 :	215.92CR
		Balance outstanding :	0.00

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

Next quarterly charges: Water supply: 88.00 Sewer: 0.00 Bill: 18/11/2026

A sewer main is not available to this property.

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

The last Water Use Year ended on 10/04/2026.

The property owner is currently using SA Water Corporation's direct debit system to pay water and sewer charges. Please advise the customer to make arrangements to cease the current direct debit payment method prior to property settlement.

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

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

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

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

South Australian Water Corporation

Name:
MR TM & MRS SK STARR

Address:
73 FENCHURCH ST GOOLWA NORTH LT 4

Water & Sewer Account
Acct. No.: 45 21688 00 5

Amount: _____

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	4521688005

Biller code: 8888
Ref: 4521688005

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: 4521688005

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 865
Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

The details shown are current as at the date of issue.

PIR Reference No: 2820762

FORM 1 ON FROME
L1/147 FROME ST
ADELAIDE SA 5000

DATE OF ISSUE
23/09/2026

ENQUIRIES:
Tel: (08) 8372 7534
Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NUMBER	OWNERSHIP NAME
12645885	S K & T M STARR

PROPERTY DESCRIPTION

73 FENCHURCH ST / GOOLWA NORTH SA 5214 / LT 4

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R1	RE
4521688005	CT 5526/940	$720,000.00	0.800	0.400

LEVY DETAILS:

FINANCIAL YEAR
2026-2027

FIXED CHARGE	$	50.00
+ VARIABLE CHARGE	$	182.45
- REMISSION	$	107.85
- CONCESSION	$	0.00
+ ARREARS / - PAYMENTS	$	-124.60
= AMOUNT PAYABLE	$	0.00

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

EXPIRY DATE **22/12/2026**

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

Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

> The amount payable on this Certificate must be paid in full even if only a portion of the subject land is being sold. RevenueSA cannot apportion the ESL.
>
> If the amount payable is not paid in full, the purchaser may become liable for all of the outstanding ESL as at the date of settlement.

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

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

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

For more information:

Visit:	www.revenuesa.sa.gov.au
Email:	contactus@revenuesa.sa.gov.au
Phone:	(08) 8372 7534

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

Biller Code: 456285 **Ref: 7024520616** Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au ® Registered to BPAY Pty Ltd ABN 69 079 137 518	**To pay via the internet go to:** www.revenuesaonline.sa.gov.au	Send your cheque or money order, made payable to the **Community Emergency Services Fund**, along with this **Payment Remittance Advice** to: **Please refer below.** **Revenue SA** **Locked Bag 555** **ADELAIDE SA 5001**

ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.

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: 2820762

DATE OF ISSUE
23/09/2026

FORM 1 ON FROME
L1/147 FROME ST
ADELAIDE SA 5000

ENQUIRIES:
Tel: (08) 8372 7534
Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NAME
S K & T M STARR

FINANCIAL YEAR
2026-2027

PROPERTY DESCRIPTION
73 FENCHURCH ST / GOOLWA NORTH SA 5214 / LT 4

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
4521688005	CT 5526/940	$265,000.00	0.0890 HA

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

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

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

ON OR BEFORE **22/12/2026**

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:	contactus@revenuesa.sa.gov.au
Phone:	(08) 8372 7534

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

Biller Code: 456293 **Ref: 7024520525** Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au ® Registered to BPAY Pty Ltd ABN 69 079 137 518	**To pay via the internet go to:** www.revenuesaonline.sa.gov.au	Send your cheque or money order, made payable to the **Commissioner of State Taxation**, along with this **Payment Remittance Advice** to: **Please refer below.** **Revenue SA** **Locked Bag 555** **ADELAIDE SA 5001**

ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.

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

Land and Business (Sale and Conveyancing) Regulations 2025 - regulation 17

Buyers information notice

Prescribed notice to be given to purchaser

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

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

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

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

Safety

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

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Enjoyment

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

Value

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

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

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

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IMPORTANT NOTICE

SMOKE ALARM LEGISLATION

Legislation relating to smoke alarms came into force on the 1st day of February 1998.

- If the home you are purchasing was built on or after the 1st of January 1995, then it should already have and operational mains powered smoke alarm installed. If not, it is the responsibility of the vendor to install it prior to settlement at the vendor's cost.

- If the home was built prior to the 1st of January 1995, but purchased by the vendor on or after 1st February 1998, then it should already have either an operational mains powered smoke alarm installed, or one or powered by 10 year life, non-replaceable, non-removeable permanently connected batteries. Again, it is the responsibility of the vendor to install such an alarm prior to settlement, and at the vendor's cost.

- In all other cases, the home you are buying must have at least, a battery operated smoke alarm which you are required to upgrade to mains power (or an alarm fitted with 10 year life, non-replaceable, non-removeable permanently connected batteries) within six months of the date of purchase. It is recommended that at least one smoke alarm be installed on each floor of a multi storey dwelling.

The smoke alarms must be installed by a licensed electrician and must comply with the Australian Standard. A maximum penalty of $750.00 for a breach of the legislation applies.

Besides this penalty, there is also a risk that damage caused by fire to a dwelling, which does not have a smoke alarm installed as required under the legislation, may not be covered by insurance.

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