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Form 1 - Vendor's statement

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

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Preliminary

To the purchaser:

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

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

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

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

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

Part A - Parties and land

1 Purchaser:

Address:

2 ~~Purchaser's registered agent:~~ ☐

Address:

3 Vendor:

CAROLINE LINDA PERRY

Address:

17 SPRENT STREET NARRABUNDAH ACT 2604

4 Vendor's registered agent: ☑

KLEMICH REAL ESTATE

Address:

1/245 FULLARTON ROAD, EASTWOOD SA 5063

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

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

2/76 THOMAS STREET UNLEY SA 5061

BEING UNIT 2 STRATA PLAN 3774 IN THE AREA NAMED UNLEY HUNDRED OF ADELAIDE AND BEING THE WHOLE OF THE LAND COMPRISED IN CERTIFICATE OF TITLE REGISTER BOOK VOLUME 5033 FOLIO 651
SEE CERTIFICATE OF TITLE - ANNEXURE B
SEE STRATA PLAN NO. 3774 - ANNEXURE C

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

To the purchaser:

Right to cool-off (section 5)

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

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

(a) you purchased by auction; or

(b) you purchased on the same day as you, or some person on your behalf, bid at the auction of the land; or

(c) you have, before signing the contract, received independent advice from a legal practitioner and the legal practitioner has signed a certificate in the prescribed form as to the giving of that advice; or

(d) you are a body corporate and the land is not residential land; or

(e) the contract is made by the exercise of an option to purchase not less than 5 clear business days after the grant of the option and not less than 2 clear business days after service of this form; or

(f) the sale is by tender and the contract is made not less than 5 clear business days after the day fixed for the closing of tenders and not less than 2 clear business days after service of this form; or

(g) the contract also provides for the sale of a business that is not a small business.

2 - Time for service

The cooling-off notice must be served -

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

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

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

3 - Form of cooling-off notice

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

4 - Methods of service

The cooling-off notice must be -

(a) given to the vendor personally; or

(b) posted by registered post to the vendor at the following address:

17 SPRENT STREET NARRABUNDAH ACT 2604

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

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

(08) 8132 0244

(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:

1/245 FULLARTON ROAD, EASTWOOD SA 5063

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

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

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

(b) if you intend to serve the notice by fax or email, you obtain a record of the transmission of the fax or email.

5 - Effect of service

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

(a) the amount of any deposit paid if the deposit did not exceed $100; or

(b) an amount paid for an option to purchase the land.

Proceeding with the purchase

If you wish to proceed with the purchase -

(a) it is strongly recommended that you take steps to make sure your interest in the property is adequately insured against loss or damage; and

(b) pay particular attention to the provisions in the contract as to time of settlement - it is essential that the necessary arrangements are made to complete the purchase by the agreed date - if you do not do so, you may be in breach of the contract; and

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

Part C - Statement with respect to required particulars

(section 7(1))

To the purchaser:

*I/~~We~~ CAROLINE LINDA PERRY

of 17 SPRENT STREET NARRABUNDAH ACT 2604

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

Date: 5/5/2024

Signed DocuSigned by: 652368B7BACD413...

Date:

Signed

Date:

Signed

Date:

Signed

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

☑

(section 9)

To the purchaser:

I, SCOTT PETHERICK OF 1836 FORM ONE PROVIDERS PTY. LTD.

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

Exceptions: NIL

Date: 30/4/2024

Signed:

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

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

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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 1 of the following items in the table:

(A) under the heading 1. General -

1.1 Mortgage of land

1.4 Lease, agreement for lease, tenancy agreement or licence

1.5 Caveat

1.6 Lien or notice of a lien

(B) under the heading 36. Other charges -

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

(ii) is registered on the certificate of title to the land; and

(iii) is to be discharged or satisfied prior to or at settlement.

Table of particulars

Column 1	Column 2	Column 3

[If an item is applicable, ensure that the box for the item is ticked and complete the item.]
[If an item is not applicable, ensure that the box for the item is empty or else strike out the item or write "NOT APPLICABLE" or "N/A" in column 1.
Alternatively, the item and any inapplicable heading may be omitted, but not in the case of-
(a) the heading "1. General" and items 1.1, 1.2, 1.3 and 1.4; and
(b) the heading "5. Development Act 1993 (repealed)" and item 5.1; and
(c) the heading "6. Repealed Act conditions" and item 6.1; and
(d) the heading "29. Planning, Development and Infrastructure Act 2016" and items 29.1 and 29.2,
which must be retained as part of this statement whether applicable or not.]
[If an item is applicable, all particulars requested in column 2 must be set out in the item unless the Note preceding this table otherwise permits. Particulars requested in **bold type** *must be set out in column 3 and all other particulars must be set out in column 2.]*
[If there is more than 1 mortgage, charge or prescribed encumbrance of a kind referred to in column 1, the particulars requested in column 2 must be set out for each such mortgage, charge or prescribed encumbrance.]
[If requested particulars are set out in the item and then continued on an attachment due to insufficient space, identify the attachment in the place provided in column 2. If all of the requested particulars are contained in an attachment (instead of in the item) in accordance with the Note preceding this table, identify the attachment in the place provided in column 2 and (if required by the Note) identify the parts of the attachment that contain the particulars.]

1. General

Column 1	Column 2	Column 3
1.1 Mortgage of land *[Note - Do not omit this item. This item and its heading must be included in the statement even if not applicable.]*	~~**Is this item applicable?**~~	☐
	Will this be discharged or satisfied prior to or at settlement?	☐
	Are there attachments?	☐
	If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
	Number of mortgage (if registered):	
	Name of mortgagee:	

000003044428

1.2 Easement

(whether over the land or annexed to the land)

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

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

Is this item applicable? ✓

Will this be discharged or satisfied prior to or at settlement? NO

Are there attachments? YES

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

SEE PROPERTY INTEREST REPORT ANNEXURE F

Description of land subject to easement:

THE WHOLE OF THE LAND COMPRISED IN CERTIFICATE OF TITLE VOLUME 5033 FOLIO 651

Nature of easement:

ELECTRICITY INFRASTRUCTURE - BUILDING RESTRICTIONS & 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?

If YES, give details:

1.3 Restrictive covenant

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

Is this item applicable?

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

Are there attachments?

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

Nature of restrictive covenant:

Name of person in whose favour restrictive covenant operates:

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

If NO, give details:

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

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14 Lease, agreement for lease, tenancy agreement or licence

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

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

~~*Is this item applicable?*~~

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

Are there attachments?

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

Name of parties:

Period of lease, agreement for lease etc:

From

to

Amount of rent or licence fee:

$ per (period)

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):

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5. *Development Act 1993* (repealed)

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

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

~~*Is this item applicable?*~~

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

Are there attachments?

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

Condition(s) of authorisation:

6. Repealed Act conditions

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

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

Is this item applicable? ☐

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

Are there attachments?

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

Nature of condition(s):

7. Emergency Services Funding Act 1998

7.1 section 16 - Notice to pay levy

Is this item applicable? ☑

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

Are there attachments? YES

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

SEE EMERGENCY SERVICES LEVY CERTIFICATE - ANNEXURE F

Date of notice:

26/04/2024

Amount of levy payable:

$34.05

21. *Local Government Act 1999*

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

Is this item applicable? ✓

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

Are there attachments? YES

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

SEE COUNCIL SEARCH - ANNEXURE G

Date of notice, order etc:

26/04/2024

Name of council by which, or person by whom, notice, order etc is given or made:

THE CITY OF UNLEY

Land subject thereto:

2/76 THOMAS STREET, UNLEY SA 5061

Nature of requirements contained in notice, order etc:

TO PAY COUNCIL RATES

Time for carrying out requirements:

UNKNOWN

Amount payable (if any):

$245.00

22. *Local Nuisance and Litter Control Act 2016*

22.1 section 30 - Nuisance or litter abatement notice

Is this item applicable? ☐

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

Are there attachments?

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

Date of notice:

Notice issued by:

Nature of requirements contained in notice:

Time for carrying out requirements:

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23. *Metropolitan Adelaide Road Widening Plan Act 1972*

23.1 section 6 - Restriction on building work

~~*Is this item applicable?*~~

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

Are there attachments?

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

Does the restriction apply to all of the land?

If NO, give details about the part of the land to which the restriction applies:

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29. Planning, Development and Infrastructure Act 2016

29.1 Part 5 - Planning and Design Code

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

Is this item applicable? ✓

Will this be discharged or satisfied prior to or at settlement? NO

Are there attachments? YES

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

SEE COUNCIL SEARCH - ANNEXURE G
SEE PROPERTY INTEREST REPORT - ANNEXURE F

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

ZONES: ESTABLISHED NEIGHBOURHOOD (EN)
ZONING OVERLAYS: NO
ZONING OVERLAYS: SEE COUNCIL SEARCH - ANNEXURE G

Is there a State heritage place on the land or is the land situated in a State heritage area? NO

Is the land designated as a local heritage place? NO

Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land? NO

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

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

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

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

Is this item applicable? ☐

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

Are there attachments?

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

Date of authorisation:

Name of relevant authority that granted authorisation:

Condition(s) of authorisation:

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

Is this item applicable? ☐

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

Are there attachments?

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

Date of notice:

Name of person giving notice of proposed work:

Building work proposed (as stated in the notice):

Other building work as required pursuant to the Act:

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29.4 section 140 - Notice requesting access

Is this item applicable? ☐

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

Are there attachments?

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

Date of notice:

Name of person requesting access:

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

Activity of work to be carried out:

29.5 section 141 - Order to remove or perform work

Is this item applicable? ☐

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

Are there attachments?

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

Date of order:

Terms of order:

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

Amount payable (if any):

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29.6 section 142 - Notice to complete development

Is this item applicable? ☐

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

Are there attachments?

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

Date of notice:

Requirements of notice:

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

Amount payable (if any):

29.7 section 155 - Emergency order

Is this item applicable? ☐

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

Are there attachments?

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

Date of order:

Name of authorised officer who made order:

Name of authority that appointed the authorised officer:

Nature of order:

Amount payable (if any):

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29.8 section 157 - Fire safety notice

Is this item applicable? ☐

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

Are there attachments?

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

Date of notice:

Name of authority giving notice:

Requirements of notice:

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

Amount payable (if any):

29.9 section 192 or 193 - Land management agreement

Is this item applicable? ☐

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

Are there attachments?

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

Date of agreement:

Names of parties:

Terms of agreement:

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

Is this item applicable? ☐

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

Are there attachments?

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

Date requirement given:

Name of body giving requirement:

Nature of requirement:

Contribution payable (if any):

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

Is this item applicable? ☐

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

Are there attachments?

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

Date of agreement:

Names of parties:

Terms of agreement:

Contribution payable (if any):

29.12 Part 16 Division 1 - Proceedings

Is this item applicable? ☐

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

Are there attachments?

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

Date of commencement of proceedings:

Date of determination or order (if any):

Terms of determination or order (if any):

29.13 section 213 - Enforcement notice

Is this item applicable? ☐

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

Are there attachments?

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

Date notice given:

Name of designated authority giving notice:

Nature of directions contained in notice:

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

Amount payable (if any):

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

Is this item applicable? ☐

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

Are there attachments?

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

Date order made:

Name of court that made order:

Action number:

Names of parties:

Terms of order:

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

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

33.1 section 23 - Notice of contribution payable

~~*Is this item applicable?*~~ ☐

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

Are there attachments?

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

Date of notice:

Terms of notice:

Amount payable:

34. *Water Industry Act 2012*

34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement

Is this item applicable? ☑

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

Are there attachments? YES

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

SEE SA WATER CERTIFICATE - ANNEXURE F

Date of notice or order:

29/04/2024

Name or person or body who served notice or order:

SA WATER

Amount payable (if any) as specified in the notice or order:

$159.65

Nature of other requirement made (if any) as specified in the notice or order:

TO PAY WATER & SEWERAGE RATES & WATER USAGE

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Schedule - Division 2 - Other particulars ☑

(section 7(1)(b))

Particulars of transactions in last 12 months ☑

If the vendor, within 12 months before the date of the contract of sale-

(a) obtained title to the land; or

(b) obtained an option to purchase the land; or

(c) entered into a contract to purchase the land (whether on the vendor's own behalf or on behalf of another),

the vendor must provide the following particulars of all transactions relating to the acquisition of the interest that occurred within that 12 month period:

1 The name and address of each party to the transaction and of each person in whom an interest vested as a result of the transaction:

TRANSFEROR: CAROLINE LINDA PERRY AS THE EXECUTOR(S) OF THE DECEASED PROPRIETOR OF 17 SPRENT ST NARRABUNDAH ACT 2604
TRANSFEREE: CAROLINE LINDA PERRY OF 17 SPRENT ST NARRABUNDAH ACT 2604

2 The date and nature of each instrument registered on the certificate of title or, if no such instrument has been registered, the date and nature of each document forming the whole or part of a contract relating to the transaction:

09/04/2024

3 Particulars of the consideration provided for the purposes of the transaction:

PURSUANT TO THE TERMS OF A WILL

The above particulars must be provided for <u>each</u> transaction.

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Particulars relating to a strata unit ☑

1 Name of strata corporation: STRATA CORPORATION NO 3774 INC.

Address of strata corporation: C/- BEST STRATA OF UNIT 2, 188 FULLARTON ROAD DULWICH SA 5065

2 Application must be made in writing to the strata corporation for the particulars and documents referred to in 3 and 4. Application must also be made in writing to the strata corporation for the articles referred to in 6 unless the articles are obtained from the Lands Titles Registration Office.

3 Particulars supplied by the strata corporation or known to the vendor:

(a) particulars of contributions payable in relation to the unit (including details of arrears of contributions related to the unit):

SEE STRATA SECTION 41 STATEMENT - ANNEXURE D

(b) particulars of assets and liabilities of the strata corporation:

SEE STRATA SECTION 41 STATEMENT - ANNEXURE D

(c) particulars of expenditure that the strata corporation has incurred, or has resolved to incur, and to which the unit holder of the unit must contribute, or is likely to be required to contribute:

SEE STRATA SECTION 41 STATEMENT - ANNEXURE D

(d) particulars of the unit entitlement of the unit:

20/100THS

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

4 Documents supplied by the strata corporation that are enclosed:

(a) a copy of the minutes of the general meetings of the strata corporation and management committee *for the 2 years preceding this statement / ~~since the deposit of the strata plan~~;

*(*Strike out or omit whichever is the greater period)*

YES

(b) a copy of the statement of accounts of the strata corporation last prepared;

YES

(c) a copy of current policies of insurance taken out by the strata corporation.

YES

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

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

N/A

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

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

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

Name: ROSEMARY RAE, BODY CORPORATE MANAGER

Address: C/- BEST STRATA OF UNIT 2, 188 FULLARTON ROAD DULWICH SA 5065

Note-

1 A strata corporation must (on application by or on behalf of a current owner, prospective purchaser or other relevant person) provide the particulars and documents referred to in 3(a)-(c), 4 and 6 and must also make available for inspection its accountancy records and minute books, any contract with a body corporate manager, the register of unit holders and unit holder entitlements that it maintains and any documents in its possession relating to the design and construction of the buildings or improvements on the site or relating to the strata scheme.

2 Copies of the articles of the strata corporation may also be obtained from the Lands Titles Registration Office.

3 All owners of a strata unit are bound by the articles of the strata corporation. The articles regulate the rights and liabilities of owners of units in relation to their units and the common property and matters of common concern.

4 For a brief description of some of the matters that need to be considered before purchasing a strata unit, see Division 3 of this Schedule.

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Schedule-Division 3-Community lots and strata units ☑

Matters to be considered in purchasing a community lot or strata unit

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

Governance

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

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

Use of your property

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

Depending on the rules, you might not be permitted to make changes to the exterior of your unit, such as installing a television aerial or an air-conditioner, building a pergola, attaching external blinds etc without the permission of the body corporate. A meeting may be needed before permission can be granted. Permission may be refused.

Note that the articles or by-laws **could change** between now and when you become the owner: the body corporate might vote to change them. Also, if you are buying before the community plan is registered, then any by-laws you have been shown are just a draft.

Are you buying a debt?

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

Expenses

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

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

Guarantee

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

Contracts

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

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

Buying off the plan

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

Mixed use developments—voting rights

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

Further information

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

A free telephone Strata and Community Advice Service is operated by the Legal Services Commission of South Australia: call 1300 366 424.

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

You can also seek advice from a legal practitioner.

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ANNEXURES

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

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

Copy of Strata Plan No. 3774

Copy of Strata Section 41 Statement

Copy of Articles of the Strata Corporation

Copy of Property Interest Report, ESL, Land Tax, SA Water Certificates

Copy of Council Search

*(*Strike out whichever is not applicable)*

ACKNOWLEDGEMENT OF RECEIPT OF FORM 1 – VENDOR'S STATEMENT

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

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

Dated this _____ Day of _____ 20

Signed: _____

_____

_____

_____

Purchaser(s)

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ANNEXURE A

FORM R3

DocuSign Envelope ID: A9A02027-DFC0-41E8-A724-5FE8C2A8115F

Form R3

Buyers information notice

Land and Business (Sale and Conveyancing) Act 1994 section 13A
Land and Business (Sale and Conveyancing) Regulations 2010 regulation 17

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

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

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

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

Safety

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

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

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

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

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ANNEXURE B

CERTIFICATE OF TITLE

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LAND SERVICES SA

Product	Register Search (CT 5033/651)
Date/Time	26/04/2024 09:36AM
Customer Reference	OR-15HW7URXMRVCWD
Order ID	20240426001284

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 5033 Folio 651

Parent Title(s) CT 4122/681

Creating Dealing(s) CONVERTED TITLE

Title Issued 19/07/1991 **Edition** 8 **Edition Issued** 09/04/2024

Diagram Reference

Estate Type

FEE SIMPLE (UNIT)

Registered Proprietor

CAROLINE LINDA PERRY
OF 17 SPRENT STREET NARRABUNDAH ACT 2604

Description of Land

UNIT 2 STRATA PLAN 3774
IN THE AREA NAMED UNLEY
HUNDRED OF ADELAIDE

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

Copyright: www.landservices.com.au/copyright | Privacy: www.landservices.com.au/privacy | Terms of Use: www.landservices.com.au/sailis-terms-of-use

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ANNEXURE C

STRATA PLAN NO. 3774

Hd OF ADELAIDE
Pt SEC. 238
Pt LOT 23 D.P. 1301
in the area named
UNLEY
C.T. 3491/76

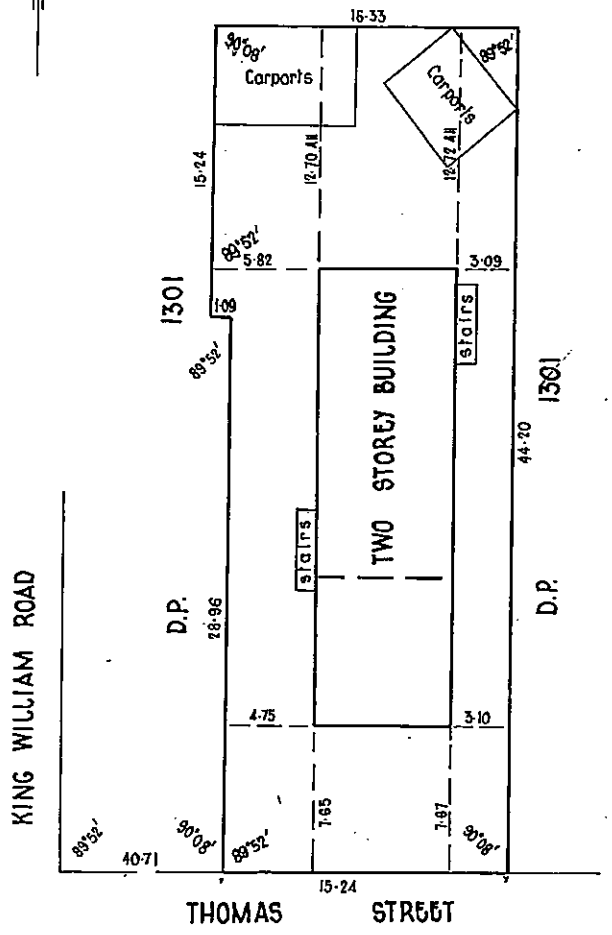
STRATA PLAN NUMBER
SP 3774

ACCEPTED FOR DEPOSIT
Pro Registrar-General
14/7/78

Reference Map No.

COUNCIL
CITY OF UNLEY

THIS IS SHEET 1 OF 2 SHEETS



SITE PLAN

Scale
0 5 10 15 20 metres

Area = 690 m²

I, Peter Bradley Simmons
A LICENSED SURVEYOR WITHIN THE MEANING OF THE SURVEYORS ACT 1975 DO HEREBY CERTIFY:

1. THAT ALL THE UNITS AND UNIT SUBSIDIARIES AND ALL BUILDINGS AND OTHER STRUCTURES DEPICTED HEREON ARE WHOLLY COMPRISED WITHIN THE BOUNDARIES OF THE PARCEL DELINEATED ON THIS STRATA PLAN;
2. THAT THIS STRATA PLAN REPRESENTS AN ACCURATE DELINEATION OF THE UNITS AND UNIT SUBSIDIARIES (IF ANY) AS CONSTRUCTED OR LAID OUT IN THE PARCEL;

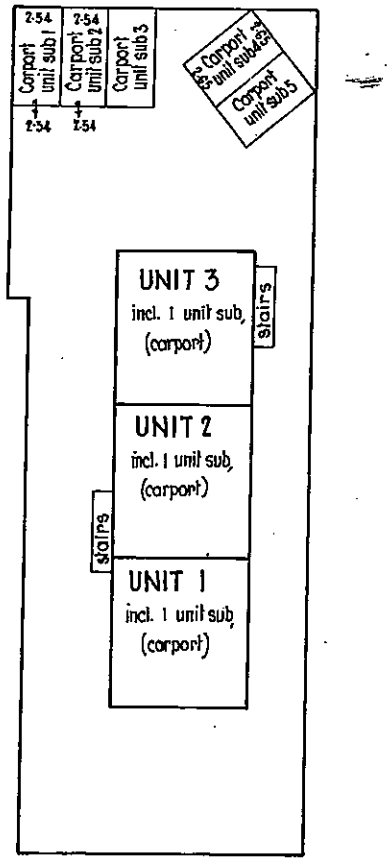
Dated this 25TH day of MARCH 1977

PB Simmons
Licensed Surveyor

DocuSign Envelope ID: A9A02027-DFC0-41E8-A724-5FE8C2A8115F

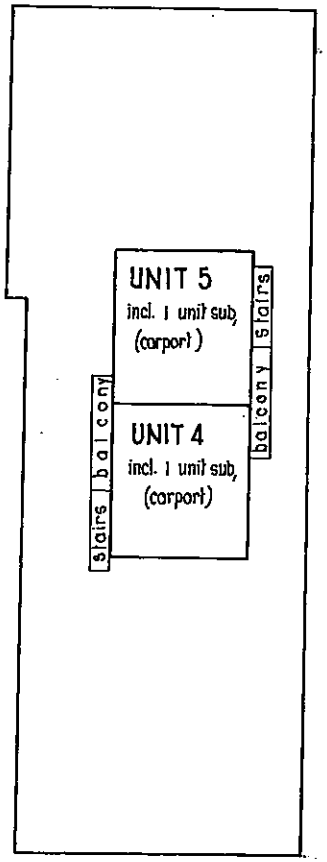
STRATA PLAN NUMBER
SP 3774
ACCEPTED FOR DEPOSIT
Registrar-General
14/7/1978
Reference Map No.
COUNCIL
CITY OF UNLEY
THIS IS SHEET 2 OF 2 SHEETS

GROUND FLOOR PLAN



THOMAS

FIRST FLOOR PLAN



STREET

Scale
0 5 10 15 20 metres.

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SCHEDULE OF UNIT ENTITLEMENT

UNIT NO.	UNIT ENTITLEMENT	CURRENT C's of T. VOLUME	CURRENT C's of T. FOLIO
1	20		
2	20		
3	20		
4	20		
5	20		
AGGREGATE	100		

UNIT NO.	UNIT ENTITLEMENT	CURRENT C's of T. VOLUME	CURRENT C's of T. FOLIO
AGGREGATE			
COMMON PROPERTY			
ROAD or RESERVE ALLOTMENTS			

STRATA PLAN NUMBER
SP 3774

Authenticated vide Application No. 492970 and Accepted for Deposit

PRINCIPAL DRAFTING OFFICER
pro Registrar-General
14/7/1978

THIS IS SHEET 3 OF 3 SHEETS

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ANNEXURE D

STRATA SECTION 41 STATEMENT

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BESTSTRATA

T 08 8431 2287
F 08 8311 5225
E info@beststrata.com.au
Unit 2, 188 Fullarton Road Dulwich SA 5065
PO Box 229 Fullarton SA 5063
ABN 84 945 930 989

www.beststrata.com.au

29 April 2024

Searchlight Technology
PO Box 232
RUNDLE MALL, SA 5000

Dear Sir / Madam,

RE: SECTION 41 STATEMENT
STRATA CORPORATION NO 3774 INC. - UNIT 002

Please find attached the Section 41 statement for Unit 2, 76 Thomas Street Unley and related documents.

There is currently no amount outstanding on the account. The next quarterly levy will be due for payment on 01 July 2024.

When settlement is finalised, could you please advise us of the new unit owner's details. A unit owner update form is enclosed for you to use.

Please contact me if you have any queries regarding the attached statement.

Yours sincerely,

Rosemary Rae
Body Corporate Manager
rosemary.rae@beststrata.com.au

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STATEMENT PURSUANT TO SECTION 41 (Strata Titles Act 1988 (as amended))

REQUESTED BY: NAME SEARCHLIGHT TECHNOLOGY

ADDRESS PO BOX 232, RUNDLE MALL SA 5000

RE : STRATA CORPORATION NO 3774 INC.

UNIT NUMBER & ADDRESS : 002/76 THOMAS STREET, UNLEY SA 5061

OWNER(S) THE ESTATE OF MS B ROYAL

PART 1 : FINANCIAL DETAILS

1.1 LOT ENTITLEMENT

Lot Entitlement = 20 Total of all Entitlements = 100

1.2 MAINTENANCE CONTRIBUTIONS

Levies Payable	Amount	Paid To	Frequency
Admin. Levy	$320.00	30/06/2024	QUARTERLY
Sinking Levy	$60.00	30/06/2024	QUARTERLY

1.3 ARREARS

Levies	Due as at 29/04/2024	Charged but due after 29/04/2024
Admin. Levy	$0.00	$0.00
Sinking Levy	$0.00	$0.00
Other Levies	$0.00	$0.00
Interest **	$0.00	$0.00
Accounting Fee	$0.00	$0.00
Amount Due	$0.00	$0.00

** (NB: Interest accrues daily at 10 % per annum)

1.4 EXPENDITURE BY THE STRATA CORPORATION

(a) Incurred by the Corporation to which the unit holder must or is likely to be required to contribute:
REFER MINUTES

(b) Resolved by the Corporation to incur, to which the unit holder must or is likely to be required to contribute :

1.5 ASSETS AND LIABLITIES OF THE CORPORATION

(a) Fund Name :BEST STRATA CLIENTS TRUST ACCOUNT

(b) Held at :NATIONAL AUSTRALIA BANK Adelaide 0

(c) Sum standing to the credit of fund : $11,184.11

(d) Amount committed to expenses $ _____ incurred for REFER MINUTES

(e) Amount earmarked for future expenses $ _____ purpose REFER MINUTES

(f) Particulars of other assets. All those defined as common property upon the land :

(g) Amount held in external account $

(h) Liabilities (excluding those above as described in 1.2 herein)

Water Payment Method: Owners Pay Individually

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PART 2 : INSURANCE

Insurer: STRATA COMMUNITY INSURANCE (ALLIANZ)

Type Of Cover	Sum Insured	Policy Number	Excess	Expiry Date
BUILDING	$1,200,000.00	TBA	$500.00	01/04/2024
COMMON CONTENTS	$12,000.00	TBA	$0.00	01/04/2024
LOST RENT / TEMP ACCOMMODATION	$180,000.00	TBA	$0.00	01/04/2024
PUBLIC LIABILITY	$30,000,000.00	TBA	$0.00	01/04/2024
VOLUNTARY WORKERS PERSONAL ACC	$200,000.00	TBA	$0.00	01/04/2024
FIDELITY GUARANTEE	$100,000.00	TBA	$0.00	01/04/2024
OFFICE BEARERS LIABILITY	$0.00	TBA	$0.00	01/04/2024
CATASTROPHE	$0.00	TBA	$0.00	01/04/2024

PART 3 : DOCUMENTS SUPPLIED

(a) Minutes of General & Committee Meetings of the Corporation for the last two years.
(b) Details of any special or unanimous resolutions affecting the unit or common property passed in the last five (5) years (excluding those contained in (a) above)
(c) Statement of Accounts of the Corporation last prepared
(d) The Articles now in force
(e) All current policies of insurance taken out by the Corporation
(f) The Corporation Plan

PART 4 : DOCUMENT INSPECTION

The Corporation's records are available for inspection at BEST STRATA, UNIT 2, 188 FULLARTON ROAD DULWICH SA 5065 on any working day between 10.00am and 4.00pm. Phone (08) 8431 2287 to make an appointment.

REFER MINUTES

Statement Dated 29/04/2024

Signed for and on behalf of STRATA CORPORATION NO 3774 INC.

_____

ROSEMARY RAE

BODY CORPORATE MANAGER

Please Note : Conveyancer's attention is drawn to the following :

The Strata Titles Act requires that :

1.1 (schedule 3 pt 12) "A unit holder must immediately notify the Strata Corporation of :
(a) any change in the ownership of the unit, or change in the address of the owner
(b) any change in the occupancy of the unit" (eg. Tenants)
i.e. Let us know ASAP the new owners name and address on the attached form.

1.2 (Section 27(5)) "The Corporation may recover an unpaid contribution (and any interest on any such contribution) such as debt from the unit holder of the unit in respect of which the contribution is payable(whether or not that person was the unit holder when the liability arose)" i.e. : The new owner will have to pay any outstandings if you do not adjust them at settlement.

1.3 This statement is issued on the basis that any payment by the unit holder by cheque or other instrument will be honoured at the first presentation. i.e. : if the cheque bounces, the owner's financial details in 1.2/1.3 on page 1 will be wrong

This Statement does not take into account any decisions or transactions of the Corporation at or subsequent to the issue of this statement.

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BEST STRATA
ABN 84 945 930 989

UNIT 2, 188 FULLARTON ROAD
DULWICH SA 5065
Phone: (08) 8431 2287
Fax: (08) 8311 5225

PLEASE COMPLETE AND RETURN WHEN SETTLEMENT IS FINALISED
ANY OUTSTANDING ACCOUNTS MUST BE FINALISED AT SETTLEMENT

UNIT OWNER UPDATE

(to be filled in only for new owners)

STRATA CORPORATION NO 3774 INC.
002/76 THOMAS STREET, UNLEY SA 5061

SETTLEMENT DATE ____/____/ 20____

UNIT OWNER/S NAME _____

UNIT OWNER/S ADDRESS _____

DATE & PLACE OF BIRTH _____ (COMPANY TITLES ONLY)

CONTACT DETAILS HOME _____ WORK _____

MOBILE _____ EMAIL _____

CORRESPONDENCE TO OWNER / AGENT ACCOUNTS TO OWNER / AGENT (please circle)

Will this unit be rented Yes / No , if Yes then please complete the details below

RENTAL MANAGER/AGENTS (if applicable) _____

ADDRESS _____

CONTACT PERSON _____

CONTACT DETAILS HOME _____ WORK _____

MOBILE _____ EMAIL _____

TENANT NAMES _____

CONTACT DETAILS HOME _____ WORK _____

MOBILE _____ EMAIL _____

CONVEYANCER ACTING ON BEHALF OF VENDOR _____

CONVEYANCER ACTING ON BEHALF OF PURCHASER _____

Thank you for your assistance in keeping our records up-to-date.

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Minutes of Annual General Meeting

Strata Corporation No 3774 Inc.
76 Thomas Street Unley SA 5061

Held at Online or by Phone (GoToMeeting)
On
Thursday 14 March 2024 at 1:30pm

WELCOME
Meeting opened at 1:30pm. All those in attendance were welcomed to the meeting.
The Presiding Officer, Ms E Bills, presided over the meeting. With the approval of the Corporation, Rosemary Rae of Best Strata assisted the Presiding Officer in the conduct of the meeting and recording the minutes.
A quorum was declared with 3 of the 5 unit holders in attendance in person or by proxy.

ATTENDANCE LIST

Present in Person

Ms E Bills	Lot 003
Mr M Stevens	Lot 004
Mr A Price	Lot 005

In Attendance
Rosemary Rae representing Best Strata.

DISCLOSURE OF PECUNIARY INTEREST
The Manager advised that it is an offence to not disclose any direct or indirect pecuniary interest in a matter relating to the Corporation. Under the Strata Titles Act 1988 (s27D [1]), a delegate of a Strata Corporation who has a direct or indirect pecuniary interest in a matter in relation to which he or she proposes to perform delegated functions or powers must disclose the nature of the interest, in writing, to the Corporation before performing the functions or powers.

PREVIOUS MINUTES
It was resolved that the minutes of the Annual General Meeting held on 15 March 2023 be accepted as an accurate record of that meeting. All agreed.

FINANCIAL STATEMENT
It was resolved that the financial statement for the period 1 February 2023 to 31 January 2024 be accepted as an accurate record of the Corporation's current financial position. All agreed.

ELECTION OF OFFICE BEARERS
It was resolved that the following appointments be made for the coming year;

Presiding Officer:	Ms E Bills
Secretary:	Ms E Bills
Treasurer:	Mr A Price

All agreed.

APPOINTMENT OF MANAGER
It was resolved that Best Strata be appointed to assist in the management of the Corporation for the following year. The following fees apply;

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Management Fee	$ 1,007	per annum
Meeting Fee	$ 132	Online Meeting during business hours
Overheads	$ 3.50	per unit per month
Audit Fee	$ 140	per annum
Tax Return Preparation	$ 165	per return
Bank Fees	At cost	

All agreed.

It was resolved that the Presiding Officer be authorised to examine the management agreement and to sign the agreement on behalf of the Corporation. All agreed.

ARM Contractor Compliance
ARM Contractor Compliance is a third party company engaged by Best Strata. The company ensures that any contractor that is sent to the property to carry out any works is properly licensed, insured and holds a valid ABN. The charge is minimal, being approximately $11.00 per unit per year. This service is optional, however if the Corporation wishes to opt out of this service, Best Strata will only send quote requests and work orders to a small group of contractors. If the Corporation wishes to use contractors outside of this group, they will need to issue any work orders and quote requests themselves.

It was resolved that the Corporation employs the service of ARM Contractor Compliance to check the credentials of any contractors engaged by the Corporation at the property.

INSURANCE
Section 30 of the Strata Titles Act 1988 requires the Strata Corporation to keep all buildings and building improvements on the site insured to their full replacement value.

Section 31 of the Strata Titles Act 1988 requires the Strata Corporation to keep itself insured against liability in tort to a minimum of $10 Million (Public Liability), hold Fidelity Guarantee Insurance to a minimum of $50,000, and any other liability as determined by a special resolution of the Corporation.

The Corporation's current policy details are as follows;

Insurer:	Strata Community Insurance
Renewal Date:	01/04/2024

Current Sums Insured are;

Building	$ 1,200,000
Common Contents	$ 12,000
Lost Rent / Temp Accommodation	$ 180,000
Public Liability	$ 30,000,000
Voluntary Workers Personal Acc	$ 200,000
Fidelity Guarantee	$ 100,000
Office Bearers Liability	$ 0
Catastrophe	$ 0

Excess on claims: $500
Legal Defence Expenses and 10% Contribution: $1,000
Flood included

It was noted that the most recent valuation was carried out on 07 May 2021 and the replacement value was assessed to be $1,110,000.

Insurance Valuation / Review Sums Insured
The Manager informed the Corporation that it could obtain an insurance valuation to determine replacement value. The estimated cost for this valuation is $330.

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It was resolved that the Corporation has an insurance valuation with immediate effect and endorses the insurance policy to the greater of the valued amount or the existing building sum insured amount. All agreed.

Office Bearers' Liability Cover
The Manager informed the Corporation that Office Bearers' Liability cover was available under its insurance policy. The Strata Corporation declined to insure itself for Office Bearers' Liability. All agreed.

Catastrophe Cover
The Manager informed the Corporation that Catastrophe cover was available under its insurance policy. The Strata Corporation declined to take out Building Catastrophe cover. All agreed.

Renewal / Placement
The Manager advised that they should receive the insurance policy renewal shortly and it was agreed that the quotes obtained through Surewise Insurance Brokers will be forward to the Presiding Officer (cc owners with email) for a decision. All agreed.

Product Disclosure Statement and Financial Services Guide
The Product Disclosure Statement and the Financial Services Guide are available to members of the Corporation by request to the Manager.

Contents Insurance
The Manager informed owners that the Strata Corporation's insurance policy does not cover owners' or tenants' contents including items such as carpets, curtains and light fittings. It also does not cover owners' legal liability in their unit subsidiary. It is the responsibility of each unit holder to arrange contents insurance for their unit.

MAINTENANCE

Grounds Maintenance
It was noted that the Owner of Unit 2, Bev Royal, used to attend to the majority of the grounds maintenance however she has sadly passed on. The Manager gave her condolences on her loss.

After discussion it was agreed that the Manager will obtain a quotation from Brookdene to attend site on a monthly basis to cut back the wisteria and climbing rose. This quotation will be sent to the Office Bearers for a decision.

Miss E Bills kindly offered to continue watering etc at the property. The Owners agreed with a vote of thanks.

Mr Price noted that there are a couple of small trees along the driveway which are hard up against the fence and if left could cause damage to the fence. He kindly offered to attend the property and to remove these. The Owner agreed with a vote of thanks.

Gutter Cleaning
It was noted that the gutters and downpipes were last cleaned in February 2022 by Garys Gutters at a cost of $385. The Corporation agreed to proceed with a further clean of all gutters and downpipes this year.

The Manager will obtain a quotation for this from Guttersweep who will be asked to give before and after photos. The quotation will be sent to the Office Bearers for their consideration and decision.

Gutter Leak above Unit 5
It was noted at last year's meeting that the Presiding Officer, Elise, had reported a leak from the gutter. This was resolved between the Owner of Unit 5 and Moniz Constructions directly as the leak related to the solar installation for Unit 5.

Pest Inspection
It was noted that damage caused by termites was not an insured event in terms of the building insurance policy.

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It was further noted that no recent pest inspection report was found on file. The Strata Corporation declined to have the units inspected for termite activity this year.

BUDGET

Contributions

The Manager presented a budget estimate for the coming year and recommended that the administration levy increase to $6,400 per annum (from $5,780) and the sinking fund levy remain at $1,200 per annum.

After discussion it was resolved that annual contributions are as follows;

Administration Fund Contribution	$6,400.00
Sinking Fund Contribution	$1,200.00
Total Contribution	$7,600.00

The contribution is payable quarterly, divided by unit entitlement and will commence on 1 July 2024. All agreed.

The Manager advised that if Corporation funds are insufficient to cover Corporation outgoings throughout the year a special levy will be raised. The Manager may need to transfer funds from the sinking fund in order to ensure sufficient funds are available.

POLICIES & APPROVALS

The Manager advised that if an owner wishes to apply to the Strata Corporation at any time other than the Annual General Meeting for an approval of any kind, for which a meeting is to be arranged, that owner, and not the Strata Corporation, would be responsible for paying the meeting fee.

OTHER BUSINESS

There was no other business to discuss.

NEXT ANNUAL GENERAL MEETING

The tentative date for the next Annual General Meeting is Thursday 13 March 2025 at 1:30pm at Online or by Phone (GoToMeeting).

CLOSURE

Owners were thanked for their attendance.
The meeting was closed at 2.00pm.

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RESOLUTIONS

STRATA CORPORATION NO 3774 INC.
at 76 Thomas Street, Unley

The following is a summary of policy decisions, special and unanimous resolutions resolved by the Strata Corporation.
The relevant minutes should be consulted for precise wording of the resolutions.

Date of meeting	Details
07/12/1988	A grant of Special Privilege to use the Common Property area bounded by their fences be given to units 1 and 2 on an annual renewal basis at the Annual General Meeting. Unit 1 was given approval to erect a brush or timber gate between the unit driveway fence and the wall of the unit.
14/12/1989	The grant of Special Privilege to units 1 and 2 to use the Common Property area bounded by their fences is renewed until the next Annual General Meeting.
18/12/1991	The grant of Special Privilege to Units 1 and 2 to use common property area bounded by their fences is renewed until the next Annual General Meeting.
10/02/1994	Legal Recoveries Strata Managers are authorised without need for further authority to levy costs incurred for all legal recovery costs against the unit holder in default of payment of Corporation contributions and/or levies.
24/01/1995	SA Water The Strata Manager advised that SA Water charges strata corporations for all water consumed on the property. Owners will continue to be responsible for payment of quarterly rates and it was agreed that the strata corporation will be responsible for payment of all water consumption charges which will be billed separately.
29/02/1996	Maintenance Supervisor The Strata Manager advised that "Whittles" has engaged a building contracts supervisor to oversee maintenance work performed by contractors engaged by "Whittles" for its clients corporations. In order to fund this appointment contractors entering into an agreement with "Whittles" will pay a management fee of up to 5% of the invoiced amount for any works performed.
21/01/1997	Maintenance Supervisor Confirmed. Pay TV Following discussion it was resolved that the Presiding Officer is authorised to execute on behalf of the corporation, a license for Pay – TV providers to install equipment necessary for the connection to any units wishing to receive Pay – TV transmission.
20/01/1998	Maintenance Supervisor Confirmed Gate – Unit 1 It was reiterated that the Corporation passed a resolution on 7 December 1988 giving Unit 1 approval to erect a brush or timber gate between the unit driveway fence and the wall of the unit.

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	Use Of Common Property Area – Units 1 and 2 The grant of special privilege to units 1 and 2 to use the common property area bounded by their fence is to be renewed until further notice.
18/01/1999	Maintenance Supervisor Confirmed Smoke Alarms The Strata Manager advised that all residential units have until 01/01/2000 to install battery operated smoke detectors. It was noted that it is up to each unit owner ti install smoke detectors is accordance with the new Legislation. Overdue Notices It was agreed that the Strata Managers charge those owners with contribution arrears a 'late fee' of $10 each time it became necessary to forward a reminder notice. Furthermore, it was agreed that the Strata Managers charge those owners a fee of $30 for placing them into legal hands when necessary. Air Conditioner – Unit 4 The approval to install an air conditioner at unit 4 was ratified.
10/01/2000	Delegated Authority It was agreed that the Corporation hereby delegates to: 1. The General Manager of Whittles Strata & Community Corporation Managers or his nominee the power to execute under seal (and for that officer to countersign such seal on behalf of the Corporation), any certificate required from time to time to be given under Section 41 of the Strata Titles Act, 1988. 2. That officer the power to jointly execute with any one of the appointed officers of the Corporation, such as documents as are authorised to be executed under seal pursuant to a resolution of the Corporation or of its Committee acting with its powers. Maintenance Supervisor Confirmed Smoke Alarms The Strata Manager reiterated that all residential units have until 01/01/2000 to install battery operated smoke detectors. It was noted that it is up to each unit owner to install smoke detectors in accordance with the new legislation. It was noted that, if a smoke alarm or smoke alarms are not fitted in each unit, the Strata Corporation is guilty of an offence for which a maximum penalty of $750 applies. It was agreed that, should the Strata Corporation be fined due to an owner's failure to install a suitable smoke alarm in their unit, the Strata Corporation will recover from that owner all the costs incurred.
30/01/2001	Maintenance Supervisor Confirmed Glass Attention was brought to the meeting by the Strata Manager that over the past few years there have been various successful claims against landlords for injury to persons or damage to property by glass breakage in their properties. Although glass may comply with past building standards, and is legally acceptable, property owners may still be at risk where a Court feels that the status of the glass represents a risk. The need for adequate Public Liability Insurance was reinforced.

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30/03/2007	Pets That no animals are allowed, except small birds or fish.
07/03/2008	Legal Recoveries That Strata Data is granted approval to seek legal assistance for the recovery of unpaid maintenance contributions or levies which remain unpaid after a period of six weeks from the due date, having first notified the owner of such action. All costs for the recovery to be borne by the relevant unit owner and become a debt against the unit. Legal Action for Breach of the Articles (Schedule 3) of the Strata Titles Act 1988 That Strata Data is granted approval to seek legal assistance to write to the owner of a unit whereby the occupier has clearly breached the Strata Titles Act and caused distress to other residents of the complex. Provided that at least two letters one of which a warning of legal recourse, have been forwarded to the unit owner and or agent concerning the occupants. The cost of all associated legal fees to be borne by the relevant owner and to become a debt against the unit. Installation of Air Conditioner – Unit 1 The owner of unit 1 may install an air conditioning unit as long as the external part of the unit is on the eastern (rear) wall. Installation and ongoing maintenance at the unit owner's expense.
13/03/2009	Hot Water Unit Installations Individual unit owners may install gas or electric hot water heaters externally on the condition they don't block access around the building and install solar collectors on the roof on the condition they are not placed on the street front elevation and a qualified person signs off on the roof structure being adequate to support the additional load. All repairs to the building and ongoing maintenance will be that individual unit owners responsibility. Digital Television Reception Individual unit owners may install external mounted digital TV antennas to receive a digital service on the condition they are not located on the front of the building. For Sale Signs It was resolved that all For Sale signs are to be removed immediately after the unit has sold.
03/03/2011	Unit 2 Landscaping Approval was given for Ms B F Royal to landscape the front common garden area, as per the plan that was provided.
07/03/2012	Unit 2 To Install New Windows Unit 2 is granted permission to replace the two rear windows (bathroom & kitchen). The cost of installation is the responsibility of the owner of Unit 2.
07/03/2013	Interest Applied on Overdue Levies That in accordance with Section 27 (4) of the Strata Titles Act 1988 (as amended), if a levy is not paid on the date by which it becomes due and payable in accordance with a Resolution of the Corporation, the Corporation resolves to apply interest charges on those levies at a rate of 10% per annum.
06/03/2019	Insurance Excess That the cost of the insurance excess be borne by the Unit from which the claim originated. That where a claim has originated from Common Property, the Body Corporate be responsible for the cost of the excess. That where a claim against a unit owner's alteration and/or addition is made, the responsibility of the insurance excess relating to that claim be borne by that unit owner.

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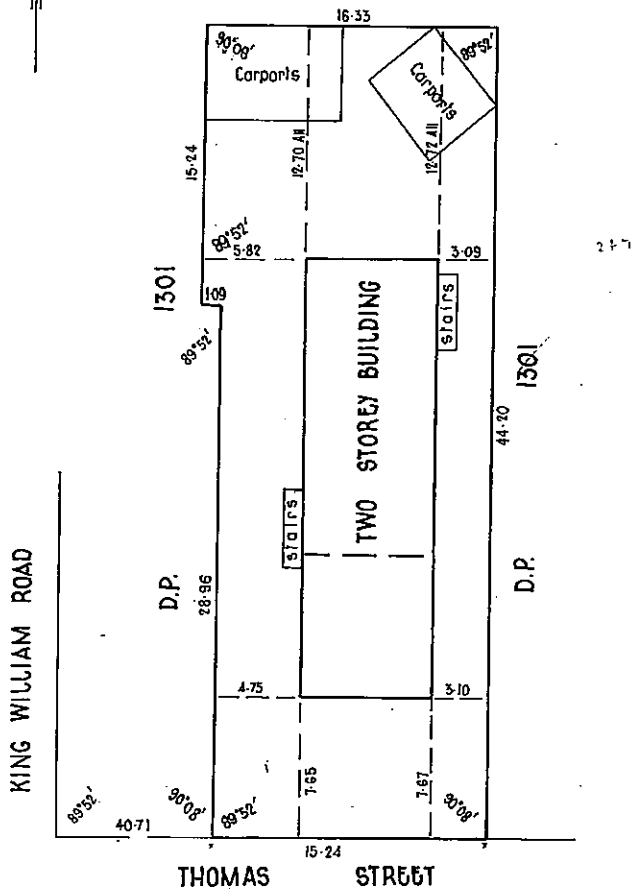
16/03/2022	Unit 5 Blind Installation That Unit 5 be permitted to install External Blinds to their unit provided they are in keeping with the colours and schemes of the Corporation, they are installed in a professional manner by a qualified and insured contractor and all installation costs and all future repair/replacement/ Maintenance is the responsibility of the individual Lot owner. Amended Motion - Installation of Air Conditioner Unit 3 - Retrospective Approval That the owner of unit 3 may install an air conditioning unit as long as the external part of the unit is on the western wall. Installation and ongoing maintenance at the unit owner's expense. Related costs for recovery of outstanding money – Unanimous Resolution That the Body Corporate seek to recover overdue levies which remain unpaid after a period of four weeks from the due date, having first notified the owner of proposed action. Related costs associated with the recovery of outstanding money shall be levied as a debt against the unit.

Best Strata commenced management 12/05/2022. Information provided on resolutions prior to our management is provided on an "as is" basis and is taken directly from the previous managers records. Best Strata provides no assurances as to the accuracy of this information.

15/03/2023	Policy - Overdue Contributions Interest & Fees It was resolved that if an account remains overdue for 31 days, the unit owner will be required to pay interest to the Corporation at the rate of 10% per annum calculated from the due date until payment. It was further resolved that any expenses, costs or disbursements incurred by the Strata Corporation in recovering any outstanding monies including debt collection agency fees and solicitor's costs shall be recoverable from the unit owner. All agreed. The Manager advised that Best Strata will charge an overdue account fee of $11 to an owner when their account is 31 days overdue and a reminder account is sent. Best Strata will charge a debt recovery transfer fee of $33 to an owner in the event of their account being transferred to a debt collection agency.
14/03/2024	No Resolutions

Hº OF ADELAIDE
Pt SEC. 238
Pt LOT 23 D.P. 1301
in the area named
UNLEY
CT. 3491/76

STRATA PLAN NUMBER
SP 3774
ACCEPTED FOR DEPOSIT
Pro Registrar-General
14/7/1978
Reference Map No.
COUNCIL
CITY OF UNLEY
THIS IS SHEET 1 OF 2 SHEETS



SITE PLAN

Scale
0 5 10 15 20 metres

Area = 690m²

I, Peter Bradley Simmons
A LICENSED SURVEYOR WITHIN THE MEANING OF THE SURVEYORS ACT 1975 DO HEREBY CERTIFY:

1. THAT ALL THE UNITS AND UNIT SUBSIDIARIES AND ALL BUILDINGS AND OTHER STRUCTURES DEPICTED HEREON ARE WHOLLY COMPRISED WITHIN THE BOUNDARIES OF THE PARCEL DELINEATED ON THIS STRATA PLAN;
2. THAT THIS STRATA PLAN REPRESENTS AN ACCURATE DELINEATION OF THE UNITS AND UNIT SUBSIDIARIES (IF ANY) AS CONSTRUCTED OR LAID OUT IN THE PARCEL.

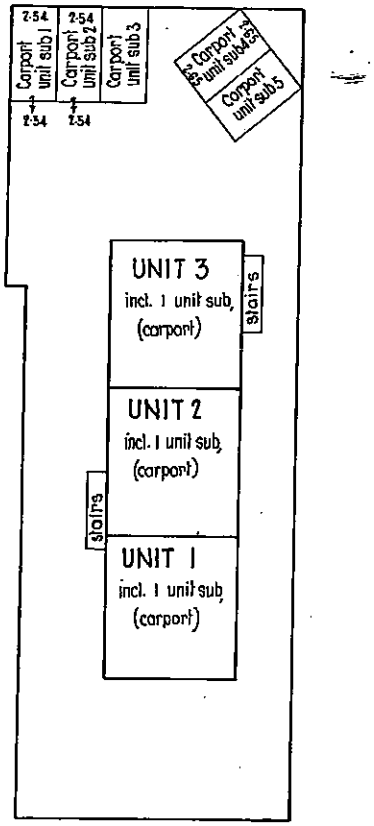
Dated this 25TH day of MARCH 1977

PB Simmons
Licensed Surveyor

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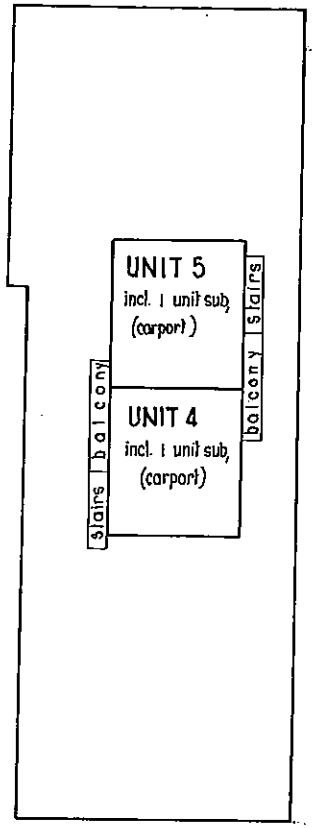
STRATA PLAN NUMBER
SP 3774
ACCEPTED FOR DEPOSIT
Registrar-General
14/7/1978
Reference Map No.
COUNCIL
CITY OF UNLEY
THIS IS SHEET 2 OF 2 SHEETS

GROUND FLOOR PLAN

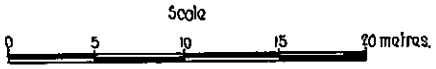


THOMAS

FIRST FLOOR PLAN



STREET



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SCHEDULE OF UNIT ENTITLEMENT

UNIT No.	UNIT ENTITLEMENT	CURRENT C's of T. VOLUME	CURRENT C's of T. FOLIO
1	20		
2	20		
3	20		
4	20		
5	20		
AGGREGATE	100		

UNIT No	UNIT ENTITLEMENT	CURRENT C's of T. VOLUME	CURRENT C's of T. FOLIO
AGGREGATE			
COMMON PROPERTY			
ROAD or RESERVE ALLOTMENTS			

STRATA PLAN NUMBER

SP 3774

Authenticated vide Application No. 4192970 and Accepted for Deposit

PRINCIPAL DRAFTING OFFICER

pro Registrar-General

14/7/1978

THIS IS SHEET 3 OF 3 SHEETS

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SUREWISE
INSURANCE | INTEGRITY | INNOVATION

Newmarket Grandwest Pty Ltd t/as Surewise
ABN 42 072 168 588
AFSL 296193
Level 1, 50 Hindmarsh Sq, Adelaide SA 5000
Ph: (08) 8413 6300
Email: info@surewise.com.au
Web: http://www.surewise.com.au

ENDORSEMENT TAX INVOICE

STRATA CORPORATION NO 3774 INC
C/- BEST STRATA
PO BOX 229
FULLARTON SA 5063

Date: 19/04/2024
Invoice Number: 7082098
Account Manager: StrataBest

Thank you for using our services to arrange this insurance cover. Brief details of cover arranged on your behalf are given below. You should refer to the policy documents issued by the insurer for complete policy terms and conditions.

Please read carefully the important notices attached regarding your duty of disclosure. Do not hesitate to contact us with any questions you may have.

Type of Policy	STRATA Strata Insurance	Premium	
Insured	STRATA CORPORATION NO 3774 INC	Base Premium	$476.12
Policy Description	STRATA-76 THOMAS STREET, UNLEY SA 5061	F & E Service Levy	$0.00
Policy Number	SRSC23002298	Stamp Duty	$57.63
Period of Insurance	31/03/2024 to 31/03/2025	Underwriter Fee	$55.00
Effective Date	08/04/2024	Broker Fee	$25.00
Insurer	STRATA COMMUNITY INSURANCE AGENCIES PTY LTD	GST	$55.60
Underwritten By	Allianz Australia Insurance Limited	**Invoice Total**	**$ 669.35**

Commission earned on this invoice $95.22

Payment Options

DEFT PAYMENT SYSTEMS

Newmarket Grandwest Pty Ltd t/as Surewise

DEFT Reference Number
407221270820988
Pay by credit card or registered bank account at **www.deft.com.au**.
Payments by credit card may attract a surcharge.

Name: Strata Corporation No. 3774 Inc
Client ID: 59883
Invoice No: 7082098

Post Billpay
*498 407221 270820988
Pay in-store at Australia Post by cheque or EFTPOS

For payments by cheque
Detach payment slip and mail with payment to:
PO Box 6095, Halifax St, Adelaide SA 5000

eft
Account Name: Newmarket Grandwest IB Trust
BSB: 185300
Account Number: 305626913
Payment Reference: 7082098

IB PAY
Biller Code: 20362
Ref: 407221270820988

Total Due: **$ 669.35**

Contact your participating financial institution to make BPAY payments using the biller code and reference number as detailed above.

Steadfast
THE STRENGTH YOU NEED

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Newmarket Grandwest Pty Ltd t/as Surewise
A.F.S. 296193
A.B.N. 42 072 168 588

Notes: Building Sum Insured has been increased from $1,200,000 to $1,590,000 as per a recent valuation received.

The Insured: STRATA CORPORATION NO 3774 Inc

Situation: 76 THOMAS STREET UNLEY SA 5061

Policy Limits/Sums Insured

SECTION 1	PART A	1. Building	$	1,590,000
		Common Area Contents	$	15,900
		2. Terrorism Cover under Section 1 Part A2		Applies
	PART B	Loss of Rent/Temporary Accommodation	$	238,500
	OPTIONAL COVERS	1. Flood		Included
		2. Floating Floors		Included
SECTION 2	Liability		$	30,000,000
SECTION 3	Voluntary Workers		$	200,000/$2,000
SECTION 4	Workers Compensation (NSW, ACT, TAS & WA Only)			Not Applicable
SECTION 5	Fidelity Guarantee		$	100,000
SECTION 6	Office Bearers' Liability			Not Selected
SECTION 7	Machinery Breakdown			Not Selected
SECTION 8	Catastrophe			Not Selected
SECTION 9	PART A - Government Audit Costs - Professional fees		$	25,000
	PART B - Appeal Expenses		$	100,000
	PART C - Legal Defence Expenses		$	50,000
SECTION 10	Lot Owners' Fixtures and Improvements		$	300,000
SECTION 11	Loss of Market Value			Not Selected

Excess:

You must pay or contribute the amount of any Excess and/or Contribution as specified below or in accordance with the relevant Section of the Policy wording for each claim. Should more than one Excess be payable for any claim arising from the one Event, such excesses will not be aggregated and the highest single level of Excess only will apply.

SECTION 1	$1,000	Insured Property
SECTION 9	$1,000	Legal Defence Expenses and 10% Contribution

UNDERWRITING INFORMATION DECLARED BY INSURED:

Building:	External walls:	Brick
	Floors:	Brick strip, stump & structural beam
	Roof:	Concrete Tile
	Year Built:	1969
	No. Units:	5
	No. Storeys:	2
	Heritage Listed:	No
	Fully Occupied:	Yes - Residential Only
	Are there any:	
	Playgrounds	- no
	Water Features	- no
	Jetties/Wharfs	- no
	Gymnasiums	- no
	Lifts	- no

Steadfast
THE STRENGTH YOU NEED

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Pools - no

Cover: As per Strata Community Insurance Agencies Pty Ltd *"Residential Strata PDS & Policy Wording" (*SCI034-Policy-RS-PPW-02/2021*)"* subject to policy conditions and exclusions.
Underwritten by Allianz Insurance (Australia) Limited.

REMUNERATION ADVICE

For providing you with service, we receive remuneration, being commission, paid by the insurer of $104.73 (including GST). We will receive ongoing commission of 20.00% of the policy's premium from the Insurer for as long as the policy remains in force.

Commission is a payment made to us by the Insurer and is not an additional payment required from you over and above the premium listed on your tax invoice.

We will also charge you a broker fee of $27.50 (including GST) and administration fee of $0.00 (including GST) to compensate us for the costs of researching, selecting and arranging the appropriate insurance cover for you.

We will pay a portion of our commission, being $52.36 (including GST) and broker fee of $0.00 (including GST) to Best Strata who referred your business to us.

Please refer to our Financial Services Guide for further details about the financial services offered by SUREWiSE.

Claims Made Notice
Section 6 of the Policy operates on a 'claims made and notified' basis. This means that, subject to the provisions of Section 6, where You give notice in writing to Us of any facts that might give rise to a claim against You as soon as reasonably practicable after You become aware of those facts but before the expiry of the Period of Insurance, You may have rights under Section 40(3) of the *Insurance Contracts Act 1984* (Cth) to be indemnified in respect of any claim subsequently made against You arising from those facts notwithstanding that the claim is made after the expiry of the Period of Insurance.
Any such rights arise under the legislation only, in that the terms of the Policy and the effect of the Section, subject to the continuous cover special conditions, is that You are not covered for claims made against You after the expiry of the Period of Insurance.

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Newmarket Grandwest Pty Ltd t/as Surewise
A.F.S. 296193
A.B.N. 42 072 168 588

IMPORTANT NOTICES & INFORMATION

We have prepared this document to assist you to understand important issues relating to your insurances. Please contact your Account Manager if you have any questions or require further advice/assistance.

ESSENTIAL READING OF POLICY WORDING
The policy wordings for your insurances are essential reading to understand what is protected by each policy. Read them carefully as soon as possible and contact us if you have any concerns about the extent of your cover.

DUTY OF DISCLOSURE
Before you enter into an insurance contract with an insurer, you have a duty under the Insurance Contracts Act 1984 to disclose information to the insurer. The Duty of Disclosure applies until the insurer agrees to insure you or renew your insurance. The Duty of Disclosure also applies before you extend, vary or reinstate your insurance.

If you are applying for or renewing insurance in relation to your motor vehicle, home building and/or contents, residential strata, travel, personal accident or sickness and/or consumer credit products, you must answer the specific questions asked by the insurer truthfully and accurately. In answering those questions, you must tell the insurer all information that's known to you and that a reasonable person would be expected to provide in answer to the questions.

At renewal, the insurer may ask you to advise any changes to something you have previously disclosed, or may give you a copy of the information you previously disclosed and ask you to advise the insurer if there has been a change. If you do not tell the insurer about a change, you will be taken to have told the insurer there is no change.

If you are applying for or renewing any other insurance, you must tell the insurer all information that is known to you that a reasonable person could be expected to know or that is relevant to the insurer's decision to insure you and on what terms. You do not need to tell the insurer anything:

- that reduces the risk it insures you for;
- is common knowledge;
- that the insurer knows or should know; or
- which the insurer waived you duty to tell it about.

NON-DISCLOSURE
If you fail to comply with your Duty of Disclosure, the insurer may cancel your contract or reduce the amount it will pay you if you make a claim, or both. If your failure to comply with the Duty of Disclosure is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed.
If you are in doubt about whether or not a particular matter should be disclosed, please contact your broker.

PEOPLE YOU REPRESENT
You must make sure you explain the Duty of Disclosure to any person you represent when we arrange any insurance cover for you. Alternatively, you may ask any person you represent to contact us and we will explain their Duty of Disclosure to them directly.

DUTY OF GOOD FAITH
Both parties to an insurance contract, the insurer and the insured, must act towards each other with the utmost good faith. If you fail to do so, the insurer can cancel your insurance. If the insurer fails to do so, you may be able to sue the insurer.

UNDER-INSURANCE
Reviewing the sums insured and declared values in your policies on a regular basis and at each renewal will help you to ensure that you have maximum protection under your policies.

Consider whether you require cover for replacement on a 'new for old' basis and other costs such as removal of debris. The value of the property/assets insured may need to be updated if you change locations, renovate or expand your premises, or purchase new property/assets.

If you don't check these values and advise us of changes you require, you could be underinsured as the insurer may apply an Average or Co-insurance clause.

AVERAGE OR CO-INSURANCE
Some policies contain an Average or Co-insurance clause. This means that if you insure for less than the full value of the property, your claim may be reduced in proportion to the amount of the under-insurance.

Some business interruption policies contain an Average/Co-Insurance clause which has a different application. Check your policy and contact us with any questions

CONTRACTS AND LEASES YOU SIGN
If you sign a contract with an indemnity, "hold harmless" or release, it can invalidate your insurance – unless you obtain the Insurer's consent in advance.

These clauses are often found in leases and other contracts you sign from time to time relating to your business. Do not sign a contract or lease without contacting us and/or taking legal advice as to whether the contract terms will prejudice your policy.

LEASING, HIRING AND BORROWING PROPERTY
When you lease, hire or borrow property, make sure that the contract clearly identifies who is responsible for insuring the property.

Industrial Special Risks policies automatically cover property which you are responsible to insure, subject to the policy excess. Public liability insurance may assist you meet claims relating to property damage to property which you lease or hire. A sub-limit usually applies to the amount you can claim for damage to property in your care, custody or control.

ADDITIONAL INSUREDS AND NOTING INTERESTS
If a person is to be named on your policy or insured as a co-insured or joint insured, notify us immediately so we can request this in advance from the insurer. Your property and liability policies will not provide automatic cover for the insurable interest of other parties (e.g., mortgagees, lessors).

Check with us whether the insurer will include someone else as an insured or note their interests before you agree to this in a contract or lease. We cannot guarantee that an insurer will agree to include someone as an insured under your policy or to note their interests on your policy.

CLAIMS OCCURRING POLICIES
Most of your policies do not provide indemnity in respect of events that occurred before the insurance commenced. They cover events that occur during the policy period.

CLAIMS MADE POLICIES
Some policies (e.g. professional indemnity insurance) provide cover on a "claims made" basis. This means that claims first advised to you (or made against you) and reported to your insurer during the policy period are insured under that policy, irrespective of when the incident causing the claim occurred. If you become aware of circumstances which could give rise to a claim, notify the insurer during the policy period.

Report all incidents that may give rise to a claim against you to the insurers immediately after they come to your attention and before the policy expires.

INSURER SOLVENCY
We do not warrant or guarantee the current or ongoing solvency or financial viability of the insurer because we have no control over the insurer's performance and this can be affected by many complex commercial and economic factors.

UNAUTHORISED FOREIGN INSURERS
In limited cases, we may recommend that you insure with an unauthorised foreign insurer. An unauthorised foreign insurer is an insurer that is not authorised under the Insurance Act 1973 (**Act**) to conduct insurance business in Australia and is not subject to the system of financial supervision of general insurers in Australia that is monitored by the Australian Prudential Regulation Authority.

If the insurer becomes insolvent, you will not be protected by the Federal Government's Financial Claims Scheme provided under Part VC of that Act.

Steadfast
THE STRENGTH YOU NEED

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BEST STRATA PTY LTD

UNIT 2, 188 FULLARTON ROAD
DULWICH SA 5063

Tax Invoice

A.B.N. 84 945 930 989

A.C.N.

Invoice No.: 00002121

Date: 29/04/2024

Ship Via:

Bill To:

SEARCHLIGHT TECHNOLOGY
PO Box 232
RUNDLE MALL SA 5000

Ship To:

SEARCHLIGHT TECHNOLOGY
PO Box 232
RUNDLE MALL SA 5000

DESCRIPTION	AMOUNT	CODE
Property Search - Strata 3774 Unit 2	$105.60	GST

Your Order No:

Shipping Date:

Comment:

Customer ABN:

Terms: C.O.D.

Code	Rate	GST	Sale Amount
GST	10%	$9.60	$96.00

Freight:	$0.00 GST
GST:	$9.60
Total Inc GST:	$105.60
Amount Applied:	$105.60
Balance Due:	**$0.00**

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BEST STRATA

FINANCIAL STATEMENT FOR STRATA CORPORATION NO 3774 INC.
ADDRESS : 76 THOMAS STREET UNLEY 5061
ACN : **ABN : 37 965 036 675**

BETWEEN 01 February 2023 AND 31 January 2024

PRINTED 02/02/2024

INCOME & EXPENDITURE STATEMENT

	ADMIN	SINKING	TOTAL
INCOME			
ADMINISTRATION			
CREDIT CARD SURCHARGE	21.35		
ADMINISTRATION TOTAL	**21.35**		
INTEREST			
INTEREST ON OVERDUE LEVIES	12.89		
INTEREST RECEIVED	262.35		
INTEREST TOTAL	**275.24**		
LEVIES			
ADMIN FUND LEVY	5,791.86		
HOLD FUNDS			
SINKING FUND LEVY		1,206.00	
LEVIES TOTAL	**5,791.86**	**1,206.00**	
OWNER			
ACCOUNT FEE CHARGED ON OVERDUE ACCOUNTS	44.00		
OWNER TOTAL	**44.00**		
TOTAL INCOME	**6,132.45**	**1,206.00**	**7,338.45**
OUTGOINGS			
ADMINISTRATION			
AUDIT	140.00		
BANK CHARGES	54.23		
DISBURSEMENTS AND OVERHEADS	187.00		
MEETING FEES	110.00		
MANAGEMENT FEES	938.38		
ADMINISTRATION TOTAL	**1,429.61**		
INSURANCE			
INSURANCE PREMIUM	2,117.95		
INSURANCE TOTAL	**2,117.95**		
OWNER			
ACCOUNT FEE CHARGED ON OVERDUE ACCOUNTS	44.00		
OWNER TOTAL	**44.00**		
REPAIRS & MAINTENANCE			
PLUMBING MAINTENANCE	280.50		
REPAIRS & MAINTENANCE TOTAL	**280.50**		
TAX			
INCOME TAX RETURN PREPARATION	165.00		
TAX TOTAL	**165.00**		
UTILITIES			
ELECTRICITY CHARGES	450.46		
UTILITIES TOTAL	**450.46**		
TOTAL OUTGOINGS	**4,487.52**	**0.00**	**4,487.52**

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BEST STRATA

FINANCIAL STATEMENT FOR STRATA CORPORATION NO 3774 INC.
ADDRESS : 76 THOMAS STREET UNLEY 5061
ACN : **ABN : 37 965 036 675**

BETWEEN 01 February 2023 AND 31 January 2024

 PRINTED 02/02/2024

SUMMARY

OPENING BALANCE	4,937.28	2,074.00	7,011.28
TOTAL INCOME	6,132.45	1,206.00	7,338.45
TOTAL EXPENSE	4,487.52	0.00	4,487.52
CLOSING BALANCE	6,582.21	3,280.00	9,862.21
NET SURPLUS	1,644.93	1,206.00	2,850.93

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BEST STRATA

FINANCIAL STATEMENT FOR STRATA CORPORATION NO 3774 INC.
ADDRESS : 76 THOMAS STREET UNLEY 5061
ACN : **ABN : 37 965 036 675**

 PRINTED 02/02/2024

BALANCE SHEET AS AT 31 January 2024

ASSETS

CASH AT BANK

[$6,582.21/ $3,280.00]	9,862.21	
TOTAL CASH AT BANK		**9,862.21**

LEVIES IN ARREARS

LOT NO.	OWNER	AMOUNT	
001	MS M KLEIN	337.14	
TOTAL LEVIES IN ARREARS			**337.14**
TOTAL ASSETS			**10,199.35**

NET CASH POSITION **10,199.35**

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Minutes of Annual General Meeting

Strata Corporation No 3774 Inc.
76 Thomas Street Unley SA 5061

Held at Online or by Phone (GoToMeeting)
On
Wednesday 15 March 2023 at 1:30pm

WELCOME
Meeting opened at 1:30pm. All those in attendance were welcomed to the meeting.
The Presiding Officer, Ms E Bills, presided over the meeting. With the approval of the Corporation, Rosemary Rae of Best Strata assisted the Presiding Officer in the conduct of the meeting and recording the minutes.
A quorum was declared with 3 of the 5 unit holders in attendance in person or by proxy.

ATTENDANCE LIST

Present in Person

B F Royal	Lot 002
Ms E Bills	Lot 003
Mr A Price	Lot 005

Apologies

Ms R Price	Lot 005

In Attendance
Rosemary Rae representing Best Strata.

DISCLOSURE OF PECUNIARY INTEREST
The Manager advised that it is an offence to not disclose any direct or indirect pecuniary interest in a matter relating to the Corporation. Under the Strata Titles Act 1988 (s27D [1]), a delegate of a Strata Corporation who has a direct or indirect pecuniary interest in a matter in relation to which he or she proposes to perform delegated functions or powers must disclose the nature of the interest, in writing, to the Corporation before performing the functions or powers.

PREVIOUS MINUTES
It was resolved that the minutes of the Annual General Meeting held on 16 March 2022 be accepted as an accurate record of that meeting. All agreed.

FINANCIAL STATEMENT
It was resolved that the financial statement for the period 27 January 2022 to 6 April 2022 and 21 May 2022 to 31 December 2022 be accepted as an accurate record of the Corporation's current financial position. All agreed.

ELECTION OF OFFICE BEARERS
It was resolved that the following appointments be made for the coming year;

Presiding Officer:	Ms E Bills
Secretary:	Ms E Bills
Treasurer:	Ms E Bills

All agreed.

APPOINTMENT OF MANAGER
It was resolved that Best Strata be appointed to assist in the management of the Corporation for the following year. The following fees apply;

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Management Fee	$ 950	per annum
Meeting Fee	$ 132	online business hours meeting
Overheads	$ 3.30	per unit per month minimum
Audit Fee	$ 140	per annum
Tax Return Preparation	$ 165	per return
Bank Fees	At cost	

All agreed.

It was resolved that the Presiding Officer be authorised to examine the management agreement and to sign the agreement on behalf of the Corporation. All agreed.

It was resolved that Sharon Ellis of Best Strata be appointed as Public Officer for the Corporation and be authorised to deal with the Australian Taxation Office regarding all tax matters applicable to the Corporation. All agreed.

ARM Contractor Compliance

ARM Contractor Compliance is a third party company engaged by Best Strata. The company ensures that any contractor that is sent to the property to carry out any works is properly licensed, insured and holds a valid ABN. The charge is minimal, being approximately $11.00 per unit per year. This service is optional, however if the Corporation wishes to opt out of this service, Best Strata will only send quote requests and work orders to a small group of contractors. If the Corporation wishes to use contractors outside of this group, they will need to issue any work orders and quote requests themselves.

It was resolved that the Corporation does not employ the services of ARM Contractor Compliance to check the credentials of any contractors engaged by the Corporation at the property.

INSURANCE

Section 30 of the Strata Titles Act 1988 requires the Strata Corporation to keep all buildings and building improvements on the site insured to their full replacement value.

Section 31 of the Strata Titles Act 1988 requires the Strata Corporation to keep itself insured against liability in tort to a minimum of $10 Million (Public Liability), hold Fidelity Guarantee Insurance to a minimum of $50,000, and any other liability as determined by a special resolution of the Corporation.

The Corporation's current policy details are as follows;

Insurer:	CHU Underwriting Agencies
Policy Number:	HU0006043891
Renewal Date:	01/04/2023

Current Sums Insured are;

Building	$ 1,200,000.00
Common Contents	$ 12,000.00
Lost Rent / Temp Accommodation	$ 180,000.00
Public Liability	$ 20,000,000.00
Voluntary Workers Personal Acc	$ 200,000.00
Fidelity Guarantee	$ 100,000.00
Office Bearers Liability	$ 0.00
Catastrophe	$ 0.00

Excess on claims: $500
Flood is included

It was noted that the most recent valuation was carried out on 07 May 2021 and the replacement value was assessed to be $1,110,000.

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Insurance Valuation / Review Sums Insured
The Strata Corporation agreed to keep the building sum insured amount at the existing amount at the next renewal date. All agreed.

Office Bearers' Liability Cover
The Manager informed the Corporation that Office Bearers' Liability cover was available under its insurance policy.
The Strata Corporation declined to insure itself for Office Bearers' Liability. All agreed.

Catastrophe Cover
The Manager informed the Corporation that Catastrophe cover was available under its insurance policy.
The Strata Corporation declined to take out Building Catastrophe cover. All agreed.

Renewal / Placement
The Manager presented insurance quotes sourced by Surewise Insurance Brokers from CHU Underwriting Agencies Pty Ltd, Strata Unit Underwriting Agency and Strata Community Insurance Agency.

It was resolved that the Manager arrange for the insurance policy to be placed through Surewise Insurance Brokers, with Strata Community Insurance Agency from the next renewal date. All agreed.

Product Disclosure Statement and Financial Services Guide
The Product Disclosure Statement and the Financial Services Guide are available to members of the Corporation by request to the Manager.

Contents Insurance
The Manager informed owners that the Strata Corporation's insurance policy does not cover owners' or tenants' contents including items such as carpets, curtains and light fittings. It also does not cover owners' legal liability in their unit subsidiary. It is the responsibility of each unit holder to arrange contents insurance for their unit.

MAINTENANCE

Grounds Maintenance
It was noted that the Owner of Unit 2, Bev Royal, attended to the majority of the grounds maintenance and she was happy to continue. The Owners present gave a vote of thanks to Bev and agreed that they were also happy to continue with this arrangement.

Gutter Cleaning
It was noted that the gutters and downpipes were last cleaned in February 2022 by Garys Gutters at a cost of $385.00.
It was agreed not to proceed with a further clean of all gutters and downpipes.

Gutter Leak above Unit 5
It was noted that the Presiding Officer, Elise, had reported a leak from the gutter. There were some concerns that this may be due to solar installation from Unit 5. The Owner of Unit 5, Dale, advised that it may also be due to the fall, however if it was due to the solar installation then they were happy to attend to any necessary repairs at their cost.

It was noted that a work order had been sent to Moniz Construction who were going to attend either on Thursday or Friday this week.

Pest Inspection
It was noted that damage caused by termites was not an insured event in terms of the building insurance policy.
It was noted that no recent pest inspection has been carried out.
The Strata Corporation declined to have the units inspected for termite activity this year.

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BUDGET

Contributions
The Manager presented a budget estimate for the coming year and recommended that the administration levy increase to $6,200 per annum (from $5,780) and the sinking fund levy decrease to $1,000 per annum (from $1,220).

After discussion it was resolved that annual contributions remain as follows;

Administration Fund Contribution	$5,780.00
Sinking Fund Contribution	$1,200.00
Total Contribution	$6,980.00

The contribution is payable quarterly, divided by unit entitlement and will commence on 1 July 2023. All agreed.

The Manager advised that if Corporation funds are insufficient to cover Corporation outgoings throughout the year a special levy will be raised.

Forward Budget
The Manager presented a forward budget to the Corporation pursuant to Section 33A of the Strata Titles Act 1988, which requires the Strata Corporation to present a statement of proposed non-recurrent expenditure at each Annual General Meeting.

POLICIES & APPROVALS
The Manager advised that if an owner wishes to apply to the Strata Corporation at any time other than the Annual General Meeting for an approval of any kind, for which a meeting is to be arranged, that owner, and not the Strata Corporation, would be responsible for paying the meeting fee.

Policy - Overdue Contributions Interest & Fees
It was resolved that if an account remains overdue for 31 days, the unit owner will be required to pay interest to the Corporation at the rate of 10% per annum calculated from the due date until payment.

It was further resolved that any expenses, costs or disbursements incurred by the Strata Corporation in recovering any outstanding monies including debt collection agency fees and solicitor's costs shall be recoverable from the unit owner. All agreed.

The Manager advised that Best Strata will charge an overdue account fee of $11 to an owner when their account is 31 days overdue and a reminder account is sent. Best Strata will charge a debt recovery transfer fee of $33 to an owner in the event of their account being transferred to a debt collection agency.

OTHER BUSINESS
There was no other business to discuss.

NEXT ANNUAL GENERAL MEETING
The tentative date for the next Annual General Meeting is 14 March 2024 at 1:30pm at Online or by Phone (GoToMeeting).

CLOSURE
Owners were thanked for their attendance.
The meeting was closed at 2.05pm.

BUDGET

STRATA CORPORATION NO 3774 INC.
76 THOMAS STREET, UNLEY
Year Ending 31 Jan 2025

RECEIPTS & PAYMENTS	Administration Fund					Sinking Fund					TOTAL
	Q1	Q2	Q3	Q4		Q1	Q2	Q3	Q4		
	Feb-Apr	May-Jul	Aug-Oct	Nov-Jan	Total	Feb-Apr	May-Jul	Aug-Oct	Nov-Jan	Total	Total
RECEIPTS											
Admin Or Sinking Fund Levy	1,445	1,600	1,600	1,600	6,245	300	300	300	300	1,200	7,445
Special Levy					0					0	0
Levy Arrears	337				337					0	337
Levy Advances					0					0	0
Interest Received					0					0	0
Total Receipts	1,782	1,600	1,600	1,600	6,582	300	300	300	300	1,200	7,782
PAYMENTS											
Administration											
Audit			140		140						140
Bank Charges	13	13	13	13	50						50
Disbursements and Overheads	50	50	50	50	198						198
Meeting Fees	132				132						132
Management Fees	252	252	252	252	1,007						1,007
Insurance											
Insurance Premium	2,542				2,542						2,542
Insurance Valuation											
Services											
Grounds Maintenance	150	150	150	150	600						600
Gutter Cleaning											
Pest Control											
Trades Monitor Compliance				55	55						55
Tax											
Income Tax Return Preparation				165	165						165
Income Tax Payment / Refund											
Utilities											
Electricity Charges	144	144	144	144	577						577
Water Charges											
Repairs And Maintenance											
Building Maintenance (prov)	113	113	113	113	450						450
Plumbing Maintenance (prov)	113	113	113	113	450						450
Future Works											
Fencing											
Gutter Repairs/Replacement											
Bitumen/Concreting											
Painting											
Total Payments	3,506	833	973	1,053	6,365	0	0	0	0	0	6,365
Surplus (Deficit)	(1,724)	767	627	547	217	300	300	300	300	1,200	1,417
CASH FLOW SUMMARY											
Opening Balance	6,582	4,858	5,625	6,252	6,582	3,280	3,580	3,880	4,180	3,280	9,862
Receipts	1,782	1,600	1,600	1,600	6,582	300	300	300	300	1,200	7,782
Payments	3,506	833	973	1,053	6,365	0	0	0	0	0	6,365
Transfer between funds					0	0	0	0	0		
Closing Balance	4,858	5,625	6,252	6,799	6,799	3,580	3,880	4,180	4,480	4,480	11,279

Note. Special Levy will need to be raised if any major maintenance works are agreed on.

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BUDGET

STRATA CORPORATION NO 3774 INC.
76 THOMAS STREET, UNLEY
Year Ending 31 Jan 2025

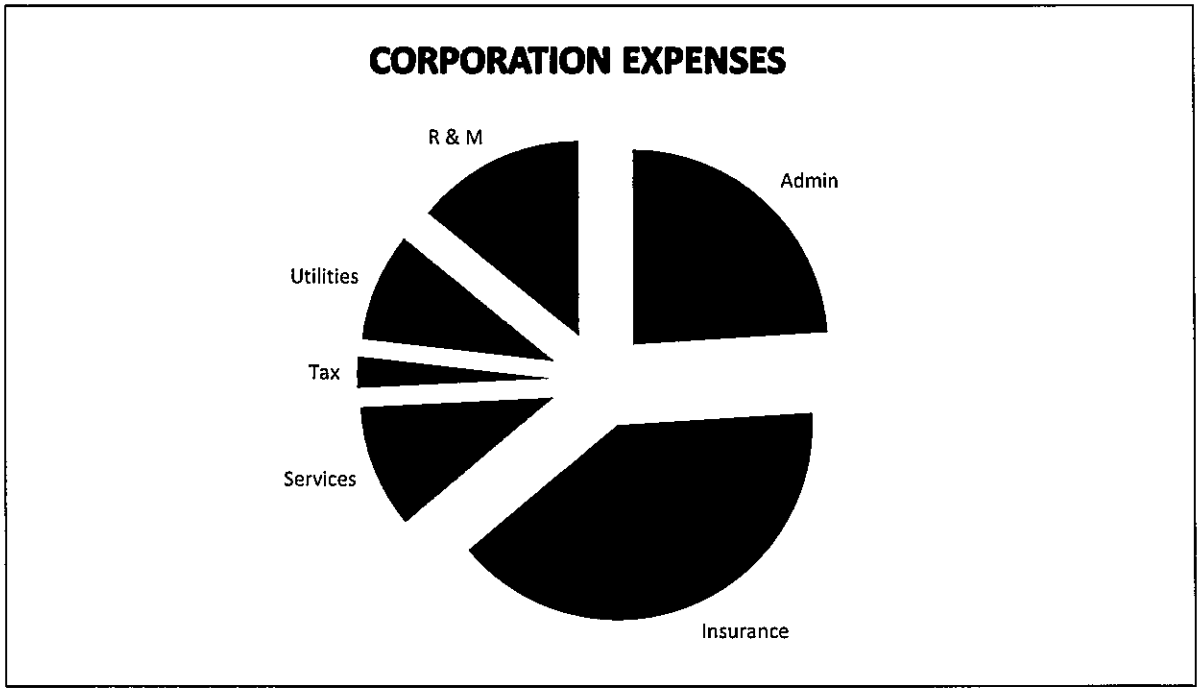
LEVY CALCULATION

Total Unit Entitlement	100
Mode of Division	ENTITLEMENT
Number of Units	5

	Current		Proposed		One-off
	Admin	**Sinking**	**Admin**	**Sinking**	**Special**
Annual Levy	5,780	1,200	6,400	1,200	

Quarterly Levy By Lot

			Current		Proposed		One-off
Lot	**Unit**	**Entitlement**	**Admin**	**Sinking**	**Admin**	**Sinking**	**Special**
001	1	20	289.00	60.00	320.00	60.00	-
002	2	20	289.00	60.00	320.00	60.00	-
003	3	20	289.00	60.00	320.00	60.00	-
004	4	20	289.00	60.00	320.00	60.00	-
005	5	20	289.00	60.00	320.00	60.00	-
		100	**1,445.00**	**300.00**	**1,600.00**	**300.00**	**-**



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ANNEXURE E

ARTICLES OF THE STRATA CORPORATION

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South Australia

Strata Titles Act 1988

Schedule 3—Articles of strata corporation

1 (1) A unit holder must—

(a) maintain the unit in good repair;

(b) carry out any work ordered by a council or other public authority in respect of the unit.

(2) The occupier of a unit must keep it in a clean and tidy condition.

2 A person bound by these articles—

(a) must not obstruct the lawful use of the common property by any person; and

(b) must not use the common property in a manner that unreasonably interferes with the use and enjoyment of the common property by the other members of the strata community, their customers, clients or visitors; and

(c) must not make, or allow his or her customers, clients or visitors to make, undue noise in or about any unit or the common property; and

(d) must not interfere, or allow his or her customers, clients or visitors to interfere, with others in the enjoyment of their rights in relation to units or common property.

3 A person bound by these articles must not use the unit, or permit the unit to be used, for any unlawful purpose.

4 Subject to the *Strata Titles Act 1988*, a person bound by these articles must not, without the strata corporation's consent, keep any animal in, or in the vicinity of, a unit.

5 A person bound by these articles—

(a) must not park a motor vehicle in a parking space allocated for others or on a part of the common property on which parking is not authorised by the strata corporation; and

(b) must take reasonable steps to ensure that his or her customers, clients or visitors do not park in parking spaces allocated for others or on parts of the common property on which parking is not authorised by the strata corporation.

6 A person bound by these articles must not, without the consent of the strata corporation—

(a) damage or interfere with any lawn, garden, tree, shrub, plant or flower on the common property; or

(b) use any portion of the common property for his or her own purposes as a garden.

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7 A person bound by these articles must not—

(a) bring objects or materials onto the site of a kind that are likely to cause justified offence to the other members of the strata community; or

(b) allow refuse to accumulate so as to cause justified offence to others.

8 A person bound by these articles must not, without the consent of the strata corporation, display any sign, advertisement, placard, banner or any other conspicuous material of a similar nature—

(a) on part of his or her unit so as to be visible from outside the building; or

(b) on any part of the common property.

9 The occupier of a unit may, without the consent of the strata corporation, paint, cover or in any other way decorate the inside of any building forming part of the unit and may, provided that unreasonable damage is not caused to any common property, fix locks, catches, screens, hooks and other similar items to that building.

10 The occupier of a unit used for residential purposes must not, without the consent of the strata corporation, use or store on the unit or on the common property any explosive or other dangerous substance.

11 A person bound by these articles—

(a) must maintain within the unit, or on a part of the common property set apart for the purpose by the strata corporation, a receptacle for garbage adequately covered; and

(b) must comply with all council by-laws relating to the disposal of garbage.

12 A unit holder must immediately notify the strata corporation of—

(a) any change in the ownership of the unit, or any change in the address of an owner;

(b) any change in the occupancy of the unit.

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ANNEXURE F

PROPERTY INTEREST REPORT, ESL, LAND TAX & SA WATER CERTIFICATES

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Property Interest Report

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

Title Reference	CT 5033/651	**Reference No.**	2563221
Registered Proprietors	C L*PERRY	**Prepared**	26/04/2024 09:36
Address of Property	Unit 2, 76 THOMAS STREET, UNLEY, SA 5061		
Local Govt. Authority	THE CORPORATION OF THE CITY OF UNLEY		
Local Govt. Address	PO BOX 1 UNLEY SA 5061		

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

	an area surrounding a site	
	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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment has no record of any notice affecting this title

5.10	section 84 - Enforcement notice	State Planning Commission in the Department for Trade and Investment 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 Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.12	Part 11 Division 2 - Proceedings	Contact the Local Government Authority for other details that might apply also Contact the vendor for these details

6. Repealed Act conditions

6.1	Condition (that continues to apply) of an approval or authorisation granted under the *Building Act 1971* (repealed), the *City of Adelaide Development Control Act, 1976* (repealed), the *Planning Act 1982* (repealed) or the *Planning and Development Act 1966* (repealed) *[**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 Trade and Investment 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 also DEW has no record of any notice affecting this title
18.5	section 108 - Notice to maintain watercourse or lake in good condition	The regional landscape board has no record of any notice affecting this title
18.6	section 109 - Notice restricting the taking of water or directing action in relation to the taking of water	DEW has no record of any notice affecting this title
18.7	section 111 - Notice to remove or modify a dam, embankment, wall or other obstruction or object	The regional landscape board has no record of any notice affecting this title
18.8	section 112 - Permit (or condition of a permit) that remains in force	The regional landscape board has no record of any permit (that remains in force) affecting this title also DEW has no record of any permit (that remains in force) affecting this title
18.9	section 120 - Notice to take remedial or other action in relation to a well	DEW has no record of any notice affecting this title
18.10	section 135 - Water resource works approval	DEW has no record of a water resource works approval affecting this title
18.11	section 142 - Site use approval	DEW has no record of a site use approval affecting this title
18.12	section 166 - Forest water licence	DEW has no record of a forest water licence affecting this title
18.13	section 191 - Notice of instruction as to keeping or management of animal or plant	The regional landscape board has no record of any notice affecting this title
18.14	section 193 - Notice to comply with action order for the destruction or control of animals or plants	The regional landscape board has no record of any notice affecting this title
18.15	section 194 - Notice to pay costs of destruction or control of animals or plants on road reserve	The regional landscape board has no record of any notice affecting this title
18.16	section 196 - Notice requiring control or quarantine of animal or plant	The regional landscape board has no record of any notice affecting this title
18.17	section 207 - Protection order to secure compliance with specified provisions of the	The regional landscape board has no record of any notice affecting this title

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

19. *Land Tax Act 1936*

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

20. *Local Government Act 1934* (repealed)

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

21. *Local Government Act 1999*

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

22. *Local Nuisance and Litter Control Act 2016*

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

23. *Metropolitan Adelaide Road Widening Plan Act 1972*

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

24. *Mining Act 1971*

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

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

25. *Native Vegetation Act 1991*

25.1	Part 4 Division 1 - Heritage agreement	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.2	section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.3	section 25D - Management agreement	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.4	Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation	DEW Native Vegetation has no record of any refusal or condition affecting this title

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

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

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

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

28. *Phylloxera and Grape Industry Act 1995*

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

29. *Planning, Development and Infrastructure Act 2016*

29.1	Part 5 - Planning and Design Code *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated. also Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title also For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority also Contact the Local Government Authority for other details that might apply to a place of local heritage value also For details of declared significant trees affecting this title, contact the Local Government Authority also **Code Amendment** **Residential Driveway Crossovers –draft design standard aiming to improve public safety and enhance streetscapes across SA. Minor changes to the Planning and Design Code have also been drafted to complement the design standard and support its delivery and are open for consultation as part of this process. For more information, refer to the 'Code Amendments' page on the PlanSA portal: https://plan.sa.gov.au/have_your_say/ or phone PlanSA on 1800752664.** **Code Amendment** **Tunnel Protection Overlay (early commencement) - The Department for Infrastructure and Transport is introducing a Tunnel Protection Overlay that will apply to the River Torrens to Darlington Project (T2D) tunnels. The Overlay aims to ensure that future development activity and construction work nearby does not impact the tunnels. For more information, refer to the 'Code Amendments' page on the PlanSA portal: https://plan.sa.gov.au/have_your_say/ or phone PlanSA on 1800752664.** **Code Amendment** **Leader Street Bakery - The owners of 4 Leah Street (95-103 Leader Street), Forestville are proposing to rezone approx. 7,300m2 of land occupied by the existing Goodman Fielder bakery operations to an Urban Neighbourhood Zone, which will facilitate a predominately medium density residential infill project. For more information, refer to the 'Code Amendments' page on the PlanSA portal: https://plan.sa.gov.au/have_your_say/ or phone PlanSA on 1800752664.** **Code Amendment** **Ancillary Accommodation and Student Accommodation Definitions Review Code Amendment - The Chief Executive of the Department for Trade and Investment has initiated the Ancillary Accommodation and Student Accommodation Definitions Review Code Amendment to review the definitions for 'ancillary accommodation' and 'student accommodation'. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal https://plan.sa.gov.au/have_your_say/general_consultations or phone PlanSA on 1800752664.**

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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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)*	The Dog Fence Board has no current interest in Dog Fence rates relating to this title.
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:

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- 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.

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LAND SERVICES SA

Product	Check Search
Date/Time	26/04/2024 09:36AM
Customer Reference	OR-15HW7URXMRVCWD
Order ID	20240426001284

Certificate of Title

Title Reference: CT 5033/651

Status: CURRENT

Edition: 8

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Status
03/04/2024	09/04/2024	14248330	TRANSMISSION APPLICATION	REGISTERED
03/04/2024	09/04/2024	14248331	TRANSFER	REGISTERED

Data Available - Dealings completed since 27/01/2024 and unregistered Dealings

Priority Notices

NIL

Registrar-General's Notes

No Registrar-General's Notes exist for this title

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LAND SERVICES SA

Product	Title and Valuation Package
Date/Time	26/04/2024 09:36AM
Customer Reference	OR-15HW7URXMRVCWD
Order ID	20240426001284

Certificate of Title

Title Reference	CT 5033/651
Status	CURRENT
Easement	NO
Owner Number	19987255
Address for Notices	17 SPRENT ST NARRABUNDAH, ACT 2604
Area	NOT AVAILABLE

Estate Type

Fee Simple (Unit)

Registered Proprietor

CAROLINE LINDA PERRY
OF 17 SPRENT STREET NARRABUNDAH ACT 2604

Description of Land

UNIT 2 STRATA PLAN 3774
IN THE AREA NAMED UNLEY
HUNDRED OF ADELAIDE

Last Sale Details

Dealing Reference	TRANSFER (T) 14248331
Dealing Date	03/04/2024
Sale Price	$0
Sale Type	PURSUANT TO A WILL

Constraints

Encumbrances

NIL

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
0909133067	CURRENT	Unit 2, 76 THOMAS STREET, UNLEY, SA 5061

Notations

Dealings Affecting Title

NIL

Notations on Plan

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LAND SERVICES SA

Product	Title and Valuation Package
Date/Time	26/04/2024 09:36AM
Customer Reference	OR-15HW7URXMRVCWD
Order ID	20240426001284

NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	0909133067
Type	Site & Capital Value
Date of Valuation	01/01/2023
Status	CURRENT
Operative From	01/07/1978
Property Location	Unit 2, 76 THOMAS STREET, UNLEY, SA 5061
Local Government	UNLEY
Owner Names	CAROLINE LINDA PERRY
Owner Number	19987255
Address for Notices	17 SPRENT ST NARRABUNDAH, ACT 2604
Zone / Subzone	EN - Established Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1310 - Ground Floor Home Unit Only
Description	4H/UNIT CP
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
S3774 UNIT 2	CT 5033/651

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	$275,000	$360,000			
Previous	$210,000	$310,000			

Building Details

Valuation Number	0909133067
Building Style	Conventional

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LAND SERVICES SA

Product	Title and Valuation Package
Date/Time	26/04/2024 09:36AM
Customer Reference	OR-15HW7URXMRVCWD
Order ID	20240426001284

Year Built	1969
Building Condition	Basic
Wall Construction	Brick
Roof Construction	Tiled (Terra Cotta or Cement)
Equivalent Main Area	60 sqm
Number of Main Rooms	4

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

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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: 2563221

1836 CONVEYANCING
GPO BOX 2709
ADELAIDE SA 5001

DATE OF ISSUE
26/04/2024

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

OWNERSHIP NUMBER
12091616

OWNERSHIP NAME
B F ROYAL

PROPERTY DESCRIPTION
2 / 76 THOMAS ST / UNLEY SA 5061 / UNIT 2

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R4	RE
0909133067	CT 5033/651	$360,000.00	1.000	0.400

LEVY DETAILS:

FINANCIAL YEAR
2023-2024

FIXED CHARGE	$	50.00
+ VARIABLE CHARGE	$	145.70
- REMISSION	$	115.65
- CONCESSION	$	46.00
+ ARREARS / - PAYMENTS	$	0.00
= AMOUNT PAYABLE	$	34.05

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 25/07/2024

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

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

PAYMENT REMITTANCE ADVICE

OWNERSHIP NUMBER
12091616

OWNERSHIP NAME
B F ROYAL

ASSESSMENT NUMBER
0909133067

AMOUNT PAYABLE
$34.05

AGENT NUMBER
100019272

AGENT NAME
1836 CONVEYANCING

EXPIRY DATE
25/07/2024

+80012729330022> +001571+ <0550296889> <0000003405> +444+

DocuSign Envelope ID: A9A02027-DFC0-41E8-A724-5FE8C2A8115F

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

For more information:

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

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

Online at: **OR** **By Post to:**

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001

DocuSign Envelope ID: A9A02027-DFC0-41E8-A724-5FE8C2A8115F

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: 2563221

1836 CONVEYANCING
GPO BOX 2709
ADELAIDE SA 5001

DATE OF ISSUE
26/04/2024

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

OWNERSHIP NAME
B F ROYAL

FINANCIAL YEAR
2023-2024

PROPERTY DESCRIPTION
2 / 76 THOMAS ST / UNLEY SA 5061 / UNIT 2

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
0909133067	CT 5033/651	$275,000.00	0.0000 HA

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

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

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

ON OR BEFORE 25/07/2024

Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

RevenueSA
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

DocuSign Envelope ID: A9A02027-DFC0-41E8-A724-5FE8C2A8115F

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

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

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

Online at: **OR** **By Post to:**

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001

DocuSign Envelope ID: A9A02027-DFC0-41E8-A724-5FE8C2A8115F

SA Water

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
09 09133 06 7	CT5033651	29/4/2024	7191	2563221

1836 CONVEYANCING
GPO BOX 2709
ADELAIDE SA 5001
reception@1836conveyancing.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: C L PERRY
Location: U2 76 THOMAS ST UNLEY UNIT 2
Description: 4H/UNIT CP **Capital Value:** $ 360 000
Rating: Residential

Periodic charges

Raised in current years to 30/6/2024

			$
		Arrears as at: 30/6/2023 :	0.00
Water main available:	1/7/1978	Water rates :	296.80
Sewer main available:	1/7/1978	Sewer rates :	318.00
		Water use :	15.91
		SA Govt concession :	179.86CR
		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 :	291.20CR
		Balance outstanding :	159.65

Degree of concession: 100.00% Date granted: 28/10/2005 Date terminated: 21/10/2023

Recovery action taken: ACCOUNT SENT

Next quarterly charges: Water supply: Not declared Sewer: Not declared Bill: 10/7/2024

This account has no meter of its own but is supplied from account no 09 09133 02 4.

The Water Use apportionment option is Even.

The apportionment percentage for this account is 20.00%.

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

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SA Water

South Australian Water Corporation

Name:
C L PERRY

Water & Sewer Account
Acct. No.: **09 09133 06 7**

Amount: _____

Address:
U2 76 THOMAS ST UNLEY UNIT 2

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	0909133067

BPAY

Biller code: 8888
Ref: 0909133067

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: 0909133067

DocuSign Envelope ID: A9A02027-DFC0-41E8-A724-5FE8C2A8115F

Electronic Property Information for Conveyancing

Property Details

This form is a read-only view of the current account details for the selected property.
This information may differ from what is actually printed on your Certificate.

Back

Property details as at: 30/4/2024	
Account no:	0909133067
Property location:	U2 76 THOMAS ST UNLEY UNIT 2
Customer name:	C L PERRY
Postal address:	17 SPRENT ST NARRABUNDAH ACT 2604
Recovery status:	ACCOUNT SENT
Last charge raised:	$159.65 on 10/04/2024
Last payment rec'd:	$156.25 on 31/01/2024
Current balance:	$159.65

Last billed items for this property

Bill item	Date	Reporting period	Amount
Sewer	10/04/2024	Q4/24	79.50
Water	10/04/2024	Q4/24	74.20
Water Use	10/04/2024	Q4/24 20.0% (14/12/2023 to 26/03/2024)	5.95

Call us

Follow us

For more information on the South Australian Integrated Land Information Systems (SAILIS)

SAILIS

SA Water

Government of South Australia

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ANNEXURE G

COUNCIL SEARCH

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THE CITY of Unley

Searchlight Technology
PO BOX 232
RUNDLE MALL SA 5000

Date: 26 April 2024
Cert. No: 23849
Ref. No: 1836
CONVEYANCING:8790

REQUEST FOR PROPERTY INFORMATION

Further to your request Council now provides that information required of it pursuant to the Local Government Act and the Land and Business (Sale and Conveyancing) Act.

PROPERTY ADDRESS: 2 / 76 Thomas Street, Unley SA 5061
Owner: C L Perry
17 Sprent Street
NARRABUNDAH ACT 2604

PROPERTY DESCRIPTION

Assessment No:	1537 0	Valuer Gen No:	0909133067
Section / Lot:	SP 3774 Unit 2		
Volume / Folio	CT-5033/651		
Ward	Unley	Hundred:	Adelaide

PURSUANT TO SECTION 187 OF THE **LOCAL GOVERNMENT ACT** I CERTIFY THAT THE FOLLOWING AMOUNTS ARE DUE AND PAYABLE IN RESPECT OF AND ARE A CHARGE AGAINST THE ABOVE PROPERTY.

Rates and Fines in Arrears	$0.00
Rates and Charges for current Fiscal Year (2023/24) which were adopted by Council on the 26 June 2023 and payable on or before 1 September 2023	$982.00
*Less Council Rebate	$0.00
Fines and Interest for current Fiscal Year	$0.00
Sundry other charges upon the Land	$0.00
Less Payments/Adjustments Received	($737.00)
Balance	
• rates and other monies due and payable	$245.00
includes legal costs, solicitors fees etc.	$0.00
TOTAL BALANCE	**$245.00**

***Please note**: this certificate is valid for 30 days from the date of issue. A subsequent search will be required after this period.

Authorised Officer

CITY of VILLAGES
Unley, South Australia 5061
Postal PO Box 1
Unley, South Australia 5061

Civic Centre 181 Unley Road
Facsimile (08) 8271 4886
Email pobox1@unley.sa.gov.au
Website www.unley.sa.gov.au

Telephone (08) 8372 5111

DocuSign Envelope ID: A9A02027-DFC0-41E8-A724-5FE8C2A8115F

The following information is provided by council pursuant to the **Land and Business (Sale and Conveyancing) Act 1994** and the **Local Government Act**.

ADVISORY NOTE

Building Fire Risk

Aluminium Composite Panel Cladding (ACP) is defined as flat or profiled aluminium sheet material in composite with any type of material. ACP is an external building cladding material which can create a fire risk if used or installed incorrectly.

Both Vendors and Purchases should take reasonable steps to determine if ACP has been identified on any building on the land, and also the status of any required remediation works related to the presence of ACP on such building.

Part 3 – Development Plan
Development Act 1993

Description of Zone:	**N/A**
State Heritage Place pursuant to the Heritage Act	**N/A**
Local Heritage Place pursuant to the Development Act	**N/A**
Significant Tree pursuant to the Development Plan on property	**N/A**

For updated zoning information, refer to the PlanSA Section 7 Report attached.

Section 42 – Condition(s) (that continue to apply) of a development authorisation.
(Note: this applies to all approvals under any development, planning or building legislation)
There are no development applications associated with this property.

Please Note that any City of Unley Development Approval land division condition which details the Development Assessment Commission's requirements regarding payment of moneys into the Planning and Development Fund should be considered as a note and does not constitute an ongoing City of Unley condition of development approval.

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Repealed Act conditions (that continue to apply) of approvals or authorisations granted under the *Building Act 1971* (repealed), the *City of Adelaide Development Control Act 1976* (repealed), the *Planning Act 1982* (repealed) or the *Planning and Development Act 1966* (repealed).
(Note: For Repealed Act conditions, please view under "Section 42 – Condition(s) (that continue to apply) of a development authorisation". Applications from 1994 onwards (ie *Development Act, 1993* conditions) are ***not*** included in the Repealed Act conditions.)

Part 2 – Items to be included if land affected

Development Act 1993

Section 50(1) – Requirement to vest land in Council or the Crown to be held as open-space.	**N/A**
Section 50(2) – Requirement to vest land in Council or the Crown to be held as open-space.	**N/A**
Order under Section 55 of the Development Act, 1993 to remove work or notice or order under Section 56 of that Act to complete development.	**N/A**
Land Management Agreement under Section 57 of the Development Act, 1993 (and under Planning Act, 1982).	**N/A**
Emergency order under Section 69 of the Development Act, 1993.	**N/A**
Fire Safety Notice under Section 71 of the Development Act, 1993.	**N/A**
Enforcement Notice under Section 84 or Order under Sections 85(6), 85(10) of the Development Act, 1993.	**N/A**
Proceedings under Division 2 of Part 11 of the Development Act, 1993.	**N/A**

Fire and Emergency Services Act 2005

Section 56 – Notice of action required concerning flammable materials on land	**N/A**
Section 83 – Notice of action required to protect against outbreak or spread of fire	**N/A**

Food Act 2001

Section 44 – Improvement Notice	**N/A**
Section 46 – Prohibition Order	**N/A**

Housing Improvement Act 2016

Section 23 – Declaration that house is undesirable or unfit for human habitation	**N/A**
Date of Declaration	**N/A**
Particulars required to be provided under Section 23	**N/A**

Local Government Act

For information pursuant to Local Government Act, 1934 and charges

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against the land, see front page. For information pursuant to Local Government Act, 1999 and charges against the land, see front page.	
Local Nuisance and Litter Control Act 2016 Section 30 – Nuisance or litter abatement notice	**N/A**
Planning, Development and Infrastructure Act 2016 Part 5 – Planning and Design Code Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code): **Refer to the PlanSA Section 7 Report attached.**	
Is the land situated in a State Heritage place?	Refer attached report
Is the land designated as a place of local heritage value?	Refer attached report
Is there a tree declared to be a significant tree or a stand of trees declared to be significant trees on the land?	Refer attached report
Is there a current amendment to the Planning and Design Code released for public consultation by the State Planning Commission on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? **Refer to the PlanSA Section 7 Report attached.**	Refer attached report
Section 141 – Order to remove or perform work	No
Section 142 – Notice to complete development	No
Section 155 – Emergency Order	No
Section 157 – Fire safety notice	No
Section 192 or 193 Land Management Agreement	No
Section 198(1) – Requirement to vest land in the Council to be held as private open space	No
Section 198(2) – Requirement to vest land in the Council to be held as private open space	No
Part 16 Division 1 – Proceedings	No
Section 213 – Enforcement notice	No
Section 214(6),214(10) or 222 – Enforcement Order	No
South Australian Public Health Act 2011 Section 92 – Notice	**N/A**
South Australian Public Health *(Wastewater) Regulations 2013* Part 4- Condition (that continues to apply) of an approval	**N/A**

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Building Indemnity Insurance

(Building Indemnity Insurance only applies to domestic building work that requires Development Approval, is more than $12,000 in value and commenced after 1 May 1987. The insurance is only applicable for the first five years after completion of the building work and does not apply to domestic building work undertaken by 'Owner/Builders'). If no details appear below, no applicable Building Indemnity Insurance details exist.

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.
It should be noted that:

- the approval of development by a council does not necessarily mean that the development has taken place;
- the council will not necessarily be able to provide a complete history of all such development that has taken place at the land.

ENQUIRIES

The information herein is provided pursuant to the Council's obligations under Section 7 of the Land Business (Sales and Conveyancing) Act, 1994.
Only that information which is required to be provided has been given and that information should not be taken as a representation as to whether or not any other charges or encumbrances affect the subject land.
If there are any further or specific queries please contact Council.

AUTHORISED OFFICER

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PlanSA

Data Extract for Section 7 search purposes

Valuation ID 0909133067

Data Extract Date: 29/04/2024

Parcel ID: S3774 U2

Certificate Title: CT5033/651

Property Address: UNIT 2 76 THOMAS ST UNLEY SA 5061

Zones
Established Neighbourhood (EN)

Subzones
No

Zoning overlays

Overlays

Airport Building Heights (Regulated) (All structures over 45 metres)

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

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.

Historic Area (Un7)

The Historic Area Overlay aims to reinforce historic themes and characteristics through conservation, contextually responsive development, design and adaptive reuse that responds to the attributes expressed in the Historic Area Statement.

Heritage Adjacency

The Heritage Adjacency Overlay seeks to ensure development adjacent to State and Local Heritage Places maintains the heritage and cultural values of those places.

Prescribed Wells Area

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

Regulated and Significant Tree

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

Stormwater Management

DocuSign Envelope ID: A9A02027-DFC0-41E8-A724-5FE8C2A8115F

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

Urban Tree Canopy

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

Is the land situated in a State Heritage Place/Area

No

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

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

Is the land designated as a Local Heritage Place

No

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

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

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

No

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

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

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

Associated Development Authorisation Information

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

No

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Land Management Agreement (LMA)
No