ADELAIDE FORM 1

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 information required, continue on attachments.

Proudly associated with

Adelaide Conveyancing &
Blackwood & Belair Conveyancing

Part A - Parties and land

1 Purchaser:

Address:

2 ~~Purchaser's registered agent:~~ ☐

Address:

3 Vendor:

SARA JULIE MAZZOCATO DE CHELLIS (Nee MAZZOCATO)

Address:

19 Statenborough Street, Leabrook SA 5068

4 Vendor's registered agent: ☑

Klemich Real Estate Pty Ltd
ABN 70 101 825 147 RLA 174424

Address:

Suite 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]*

Unit 2, 2 Coolibah Avenue, Kensington Gardens SA 5068

Being the whole of the land comprised in Certificate of Title Volume 5050 Folio 971. Unit 2 on Strata Plan 1010 in the area named Kensington Gardens, Hundred of Adelaide.

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:

19 Statenborough Street, Leabrook SA 5068

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

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

sold@klemich.com.au

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

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

Suite 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.

Docusign Envelope ID: 3B937C2A-9603-4D5C-9307-1999DEA29607

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~~ Sara Julie Mazzocato De Chellis (Nee Mazzocato)

of 19 Statenborough St, Leabrook 5068

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:	13/11/2024	Date:	
Signed	Signed by: Sara Julie Mazzocato De Chellis A69C9CBD44C94A1...	Signed	
Date:		Date:	
Signed		Signed	

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

(section 9)

To the purchaser:

I, Jennifer Lee Punke of Form 1 Adelaide Pty Ltd ACN: 158 212 312

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: 13/11/2024

Signed: Punke

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

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

Schedule - Division 1 - Particulars of mortgages charges and prescribed encumbrances affecting the land

(section 7(1)(b))

Note -

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

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

(a) there is an attachment to this statement and -

(i) all the required particulars are contained in that attachment; and

(ii) the attachment is identified in column 2; and

(iii) if the attachment consists of more than 2 sheets of paper, those parts of the attachment that contain the required particulars are identified in column 2; or

(b) the mortgage, charge or prescribed encumbrance -

(i) is 1 of the following items in the table:

(A) under the heading 1. General -

1.1 Mortgage of land

1.4 Lease, agreement for lease, tenancy agreement or licence

1.5 Caveat

1.6 Lien or notice of a lien

(B) under the heading 36. Other charges -

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

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

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

Table of particulars

Column 1	Column 2	Column 3

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

1. General

1.1 Mortgage of land

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

Is this item applicable? ☐

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

Are there attachments? ☐

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

Number of mortgage (if registered):

Name of mortgagee:

1.2 Easement

(whether over the land or annexed to the land)

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

*[**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):

Refer page 13 of 14 of attached Property Interest Report

Description of land subject to easement:

The Whole of the Land in Certificate of Title Volume 5050 Folio 971

Nature of easement:

Electricity Infrastructure Building Restrictions and 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?

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. 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?

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):

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):

Refer to Emergency Services Levy Certificate

Date of notice:

11/11/2024

Amount of levy payable:

$125.25 (Paid)

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):

Refer to Council Searches Plan SA Section 7 Report

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

Zone: Suburban Neighbourhood (SN)
Overlays: Refer to Council Searches Plan SA Section 7 Report
- Airport Building Heights (Regulated) (All structures over 30 metres)
- Prescribed Wells Area
- Regulated and Significant Tree
- Stormwater Management
- Urban Tree Canopy

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

Is the land designated as a local heritage place? NO

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

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

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

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

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

Is this item applicable?

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

Are there attachments?

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

Date of authorisation:

Name of relevant authority that granted authorisation:

Condition(s) of authorisation:

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

Is this item applicable?

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

Are there attachments?

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

Date of notice:

Name of person giving notice of proposed work:

Building work proposed (as stated in the notice):

Other building work as required pursuant to the Act:

29.4 section 140 - Notice requesting access

Is this item applicable? ☐

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

Are there attachments?

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

Date of notice:

Name of person requesting access:

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

Activity of work to be carried out:

29.5 section 141 - Order to remove or perform work

Is this item applicable? ☐

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

Are there attachments?

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

Date of order:

Terms of order:

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

Amount payable (if any):

29.6 section 142 - Notice to complete development

Is this item applicable?

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

Are there attachments?

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

Date of notice:

Requirements of notice:

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

Amount payable (if any):

29.7 section 155 - Emergency order

Is this item applicable?

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

Are there attachments?

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

Date of order:

Name of authorised officer who made order:

Name of authority that appointed the authorised officer:

Nature of order:

Amount payable (if any):

29.8 section 157 - Fire safety notice

Is this item applicable? ☐

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

Are there attachments? ☐

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

Date of notice:

Name of authority giving notice:

Requirements of notice:

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

Amount payable (if any):

29.9 section 192 or 193 - Land management agreement

Is this item applicable? ☐

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

Are there attachments? ☐

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

Date of agreement:

Names of parties:

Terms of agreement:

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

Is this item applicable? ☐

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

Are there attachments?

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

Date requirement given:

Name of body giving requirement:

Nature of requirement:

Contribution payable (if any):

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

Is this item applicable? ☐

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

Are there attachments?

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

Date of agreement:

Names of parties:

Terms of agreement:

Contribution payable (if any):

29.12 Part 16 Division 1 - Proceedings

Is this item applicable?

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

Are there attachments?

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

Date of commencement of proceedings:

Date of determination or order (if any):

Terms of determination or order (if any):

29.13 section 213 - Enforcement notice

Is this item applicable?

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

Are there attachments?

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

Date notice given:

Name of designated authority giving notice:

Nature of directions contained in notice:

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

Amount payable (if any):

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

Is this item applicable? ☐

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

Are there attachments?

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

Date order made:

Name of court that made order:

Action number:

Names of parties:

Terms of order:

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

Particulars relating to a strata unit ✓

1 Name of strata corporation: Strata Corporation 1010 Inc.

Address of strata corporation: 2 Coolibah Avenue, Kensington Gardens SA 5068

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):

Refer to Best Strata Search

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

Refer to Best Strata Search

(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:

Refer to Best Strata Search

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

Unit Entitlement: 15,250 Total Unit Entitlement: 64,500

[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.

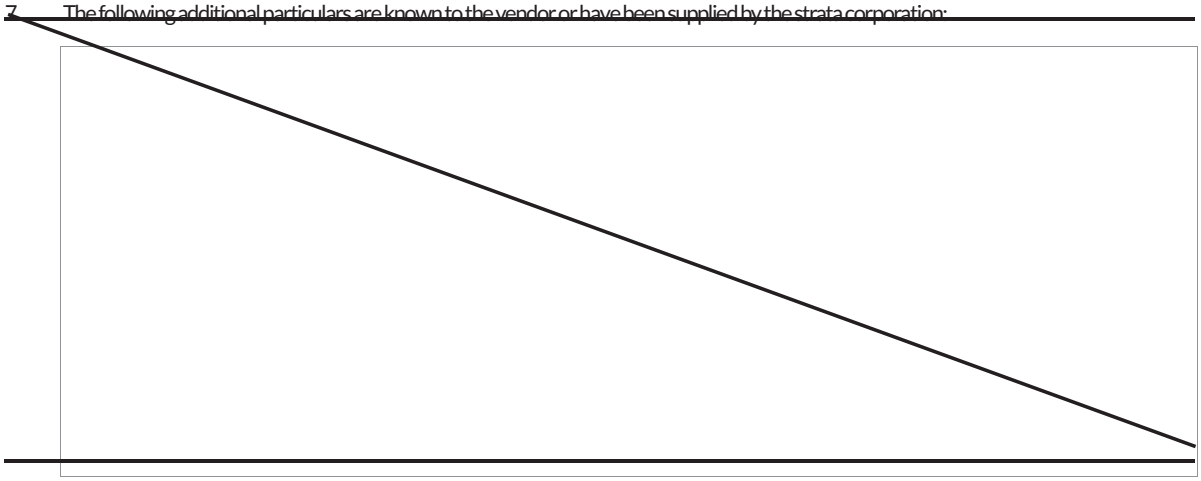
YES

[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.]

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:

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:	Best Strata
Address:	3/ 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.

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.

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~~

FORM R7 - Warning Notice
CERTIFICATE OF TITLE
PROPERTY INTEREST REPORT
COUNCIL SEARCHES
EMERGENCY SERVICES LEVY NOTICE
LAND TAX NOTICE
SA WATER CERTIFICATE OF CHARGES
STRATA PLAN
STRATA CORPORATION - Particulars supplied pursuant to Section 41 and enclosures and copy of articles

*(*Strike out whichever is not applicable)*

ACKNOWLEDGEMENT OF RECEIPT OF FORM 1 – VENDOR'S STATEMENT

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

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

Dated this _____ Day of _____ 20

Signed: _____

_____

_____

_____

Purchaser(s)

Form R3

Buyers information notice

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

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

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

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

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

Safety

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

Enjoyment

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

Value

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

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

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

Form R7

Warning Notice

Financial and Investment Advice

Land and Business (Sale and Conveyancing) Act 1994 section 24B
Land and Business (Sale and Conveyancing) Regulations 2010 regulation 21

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

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

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

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

Product	Register Search (CT 5050/971)
Date/Time	08/11/2024 02:35PM
Customer Reference	225781
Order ID	20241108007397

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.

Certificate of Title - Volume 5050 Folio 971

Parent Title(s) CT 3942/121

Creating Dealing(s) CONVERTED TITLE

Title Issued 30/10/1991 **Edition** 5 **Edition Issued** 29/05/2023

Estate Type

FEE SIMPLE (UNIT)

Registered Proprietor

SARA JULIE MAZZOCATO
OF UNIT 2 2 COOLIBAH AVENUE KENSINGTON GARDENS SA 5068

Description of Land

UNIT 2 STRATA PLAN 1010
IN THE AREA NAMED KENSINGTON GARDENS
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

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Product	Historical Search
Date/Time	08/11/2024 02:35PM
Customer Reference	225781
Order ID	20241108007397

Certificate of Title

Title Reference: CT 5050/971

Status: CURRENT

Parent Title(s): CT 3942/121

Dealing(s) Creating Title: CONVERTED TITLE

Title Issued: 30/10/1991

Edition: 5

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
24/05/2023	29/05/2023	14041380	DISCHARGE OF MORTGAGE	REGISTERED	12116605
16/04/2014	12/05/2014	12116605	MORTGAGE	REGISTERED	NATIONAL AUSTRALIA BANK LTD.
16/04/2014	12/05/2014	12116604	TRANSFER	REGISTERED	SARA JULIE MAZZOCATO
16/04/2014	12/05/2014	12116603	DISCHARGE OF MORTGAGE	REGISTERED	9343532
08/05/2012	24/05/2012	11756466	VESTING (GLOBAL UPDATE)	REGISTERED	COMMUNITY CPS AUSTRALIA LTD. 9343532
23/05/2002	29/05/2002	9343532	MORTGAGE	REGISTERED	CPS CREDIT UNION (SA) LTD.
23/05/2002	29/05/2002	9343531	TRANSFER	REGISTERED	GIOK SENG LIM
23/05/2002	29/05/2002	9343530	DISCHARGE OF MORTGAGE	REGISTERED	8027593
24/11/1995	29/11/1995	8027593	MORTGAGE	REGISTERED	ADELAIDE BANK LTD. (ACN: 061 461 550)
24/11/1995	29/11/1995	8027592	TRANSFER	REGISTERED	DIANA LYNETTE ANDERSEN

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Property Interest Report

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

Title Reference	CT 5050/971	**Reference No.**	2622750
Registered Proprietors	S J*MAZZOCATO	**Prepared**	08/11/2024 15:35
Address of Property	Unit 2, 2 COOLIBAH AVENUE, KENSINGTON GARDENS, SA 5068		
Local Govt. Authority	CITY OF BURNSIDE		
Local Govt. Address	PO BOX 9 GLENSIDE SA 5065		

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

3. *Burial and Cremation Act 2013*

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

4. *Crown Rates and Taxes Recovery Act 1945*

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

5. *Development Act 1993* (repealed)

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

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

6. Repealed Act conditions

6.1	Condition (that continues to apply) of an approval or authorisation granted under the *Building Act 1971* (repealed), the *City of Adelaide Development Control Act, 1976* (repealed), the *Planning Act 1982* (repealed) or the *Planning and Development Act 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 Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply

7. *Emergency Services Funding Act 1998*

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

8. *Environment Protection Act 1993*

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

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

9. *Fences Act 1975*

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

10. *Fire and Emergency Services Act 2005*

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

11. *Food Act 2001*

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

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

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

13. *Heritage Places Act 1993*

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

14. *Highways Act 1926*

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

15. *Housing Improvement Act 1940* (repealed)

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

16. *Housing Improvement Act 2016*

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

17. *Land Acquisition Act 1969*

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

18. *Landscape South Australia Act 2019*

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

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

19. *Land Tax Act 1936*

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

20. *Local Government Act 1934* (repealed)

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

21. *Local Government Act 1999*

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

22. *Local Nuisance and Litter Control Act 2016*

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

23. *Metropolitan Adelaide Road Widening Plan Act 1972*

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

24. *Mining Act 1971*

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

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

25. *Native Vegetation Act 1991*

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

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

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

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

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

28. *Phylloxera and Grape Industry Act 1995*

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

29. *Planning, Development and Infrastructure Act 2016*

29.1	Part 5 - Planning and Design Code *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated. also Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title also For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority also Contact the Local Government Authority for other details that might apply to a place of local heritage value also For details of declared significant trees affecting this title, contact the Local Government Authority also Code Amendment Statewide Bushfire Hazards Overlay - aims to review the current policy framework (spatial layers and policy content) of the six Hazard (Bushfire Risk) Overlays as well as explore other planning instruments and mechanisms to assist in mitigating bushfire hazard impacts. Please note that this Code Amendment only applies to a portion of some council areas. To understand if your property is affected, please check the bushfire hazard map at https://plus.geodata.sa.gov.au/bushfire/index.html. For more information, please visit https://plan.sa.gov.au/have_your_say/ or contact PlanSA via email (PlanSA@sa.gov.au) or telephone (1800 752 664). Code Amendment Ancillary Accommodation and Student Accommodation Definitions Review Code Amendment - The Chief Executive of the Department for Trade and Investment has initiated the Ancillary Accommodation and Student Accommodation Definitions Review Code Amendment to review the definitions for 'ancillary accommodation' and 'student accommodation'. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal https://plan.sa.gov.au/have_your_say/general_consultations or phone PlanSA on 1800752664. Code Amendment Future Living - seeks to enhance housing diversity by providing housing options for smaller household types, and responding to the ageing demographics of the state's population by providing greater opportunities for ageing in place. For more information, visit the Code Amendments webpage on the SA Planning Portal https://plan.sa.gov.au/have_your_say/general_consultations or phone PlanSA on 1800752664. Code Amendment Glenside Urban Corridor (Living) – seeks to increase the maximum building height Technical and Numeric Variation (TNV) in the Glenside Development, from 8 levels to 20 levels. The broader Glenside Development, located on the corner of Fullarton and Greenhill Roads, will accommodate approximately 1000 townhouses and apartments. The proposed maximum height increase will support the development of gateway buildings, For more information, visit the Code Amendments webpage on the SA Planning Portal https://plan.sa.gov.au/have_your_say/general_consultations or phone PlanSA on 1800752664.

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

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

30. *Plant Health Act 2009*

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

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

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

32. *South Australian Public Health Act 2011*

32.1	section 66 - Direction or requirement to avert spread of disease	Public Health in DHW has no record of any direction or requirement affecting this title
32.2	section 92 - Notice	Public Health in DHW has no record of any notice affecting this title also Contact the Local Government Authority for other details that might apply
32.3	*South Australian Public Health (Wastewater) Regulations 2013* Part 4 - Condition (that continues to apply) of an approval	Public Health in DHW has no record of any condition affecting this title also Contact the Local Government Authority for other details that might apply

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

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

34. *Water Industry Act 2012*

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

35. *Water Resources Act 1997* (repealed)

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

36. Other charges

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

Other Particulars

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

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

Additional Information

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

1.	Pipeline Authority of S.A. Easement	Epic Energy has no record of a Pipeline Authority Easement relating to this title
2.	State Planning Commission refusal	No recorded State Planning Commission refusal
3.	SA Power Networks	SA Power Networks has no interest other than that recorded on the attached notice or registered on the Certificate of Title
4.	South East Australia Gas Pty Ltd	SEA Gas has no current record of a high pressure gas transmission pipeline traversing this property
5.	Central Irrigation Trust	Central Irrigation Trust has no current records of any infrastructure or Water Delivery Rights associated to this title.
6.	ElectraNet Transmission Services	ElectraNet has no current record of a high voltage transmission line traversing this property
7.	Outback Communities Authority	Outback Communities Authority has no record affecting this title
8.	Dog Fence *(Dog Fence Act 1946)*	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:

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

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

Product	Check Search
Date/Time	08/11/2024 03:35PM
Customer Reference	225781
Order ID	20241108008716

Certificate of Title

Title Reference: CT 5050/971

Status: CURRENT

Edition: 5

Dealings

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

Priority Notices

NIL

Registrar-General's Notes

No Registrar-General's Notes exist for this title

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

Certificate of Title

Title Reference	CT 5050/971
Status	CURRENT
Easement	NO
Owner Number	16407585
Address for Notices	UNIT 2, 2 COOLIBAH AV KENSINGTON GARDENS, SA 5068
Area	NOT AVAILABLE

Estate Type

Fee Simple (Unit)

Registered Proprietor

SARA JULIE MAZZOCATO
OF UNIT 2 2 COOLIBAH AVENUE KENSINGTON GARDENS SA 5068

Description of Land

UNIT 2 STRATA PLAN 1010
IN THE AREA NAMED KENSINGTON GARDENS
HUNDRED OF ADELAIDE

Last Sale Details

Dealing Reference	TRANSFER (T) 12116604
Dealing Date	14/04/2014
Sale Price	$329,000
Sale Type	TRANSFER FOR FULL MONETARY CONSIDERATION

Constraints

Encumbrances

NIL

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
1843298006	CURRENT	Unit 2, 2 COOLIBAH AVENUE, KENSINGTON GARDENS, SA 5068

Notations

Dealings Affecting Title

NIL

Notations on Plan

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NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	1843298006
Type	Site & Capital Value
Date of Valuation	01/01/2024
Status	CURRENT
Operative From	01/07/1973
Property Location	Unit 2, 2 COOLIBAH AVENUE, KENSINGTON GARDENS, SA 5068
Local Government	BURNSIDE
Owner Names	SARA JULIE MAZZOCATO
Owner Number	16407585
Address for Notices	UNIT 2, 2 COOLIBAH AV KENSINGTON GARDENS, SA 5068
Zone / Subzone	SN - Suburban 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)
S1010 UNIT 2	CT 5050/971

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	$360,000	$520,000			
Previous	$330,000	$475,000			

Building Details

Valuation Number	1843298006
Building Style	Conventional

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Year Built	1972
Building Condition	Good
Wall Construction	Brick
Roof Construction	Tiled (Terra Cotta or Cement)
Equivalent Main Area	86 sqm
Number of Main Rooms	4

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

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

City of Burnside

LOCAL GOVERNMENT SEARCH **Cert1632\24**

12/11/2024

Form 1 Adelaide Pty Ltd Form 1 Adelaide
Po Box 544
BLACKWOOD SA 5051

Billing number: 642844 Valuer General No: 1843298006

Owner: Sara J Mazzocato
Property Address: 2/2 Coolibah Avenue KENSINGTON GARDENS SA 5068

Legal Description: UNIT 2 Sec 271 SP 1010 Vol 5050 Fol 971

Pursuant to Section 187 of the Local Government Act 1999 (as amended), I certify that the following amounts are due and payable and are a charge against the above property:

Rates and Arrears - prior 30/06/2024	0.00
Legal Fees	0.00
Rates for current financial year, which fall due on 01/07/2024 and payable as four instalments on or before 03/03/2025, 02/06/2025	1,090.80
Fines and interest for current financial year (2% fine for each late instalment, and .75% interest rate per month on all other outstanding amounts). Fines and interest are incurred on day 2 of each month	0.00
Less Rate Capping Rebate	0.00
Less amount paid for current financial year	(545.40)
Balance of rates and other monies due and payable	$545.40

Instalment/s Due:
Due 03/03/2025 $272.70
Due 02/06/2025 $272.70

ON BEHALF OF THE CITY OF BURNSIDE

Post PO Box 9, Glenside SA 5065
Civic Centre 401 Greenhill Road, Tusmore SA 5065
Phone (08) 8366 4200 **Fax** (08) 8366 4299
Email burnside@burnside.sa.gov.au **www.burnside.sa.gov.au**

Street Numbering

Please note Council's official street number for this property is **2/2 Coolibah Avenue KENSINGTON GARDENS SA 5068.***

Regulated and Significant Trees

Your attention is drawn to the requirement to obtain Development Approval before undertaking a Tree-damaging activity to a Regulated or Significant tree as defined by the Development Act 1993. Council has established the Regulated and Significant Tree Assistance Scheme which provides partial reimbursement of funds to approved works undertaken to maintain and provide for the ongoing health of Regulated and Significant Trees. Conditions apply. For more information please contact City Development and Safety on 8366 4244.

Waste Collection Service

On the 10 December 2012 the City of Burnside moved to a new 3 Bin and Food Waste Recycling system.

Each rateable property is eligible to receive a standard set of 3 bins: general waste (140L red lid), recycling (240L yellow lid) and organics (240L green lid), as well as a food waste kitchen basket and a new Waste Education Brochure and Calendar. Bins are also available in 140L and 360L (recycle) and 140L (green organics). For further information on the new system and all fees and charges, please refer to Council's web site.

All bins will be supplied by Council and remain the property of Council.

Additional bins for recycling and organic waste may be acquired through a lease agreement with Council. A pro rata charge for the collection of additional recycling and organic bins applies.

Refer to the Kerbside Waste Management Policy for further details.

Payment of Rates at Settlement

It is encouraged that payment of the full year's rates is made when a property is sold.

Section 178(3)(c) of the Local Government Act 1999, states that rates may be recovered as a debt from any other person who was at the ***time of the declaration of the rates an owner or occupier of the land***.

If you have any queries regarding this, please do not hesitate to contact the Rates Department on 8366 4200.

To pay these rates via PEXA

Bpay Biller Code: 8722

Reference Number: 642844

Post PO Box 9, Glenside SA 5065
Civic Centre 401 Greenhill Road, Tusmore SA 5065
Phone (08) 8366 4200 **Fax** (08) 8366 4299
Email burnside@burnside.sa.gov.au **www.burnside.sa.gov.au**

Civic Centre: 401 Greenhill Road, Tusmore SA 5065
Postal Address: PO Box 9, Glenside SA 5065
ABN: 66 452 640 504
Telephone: (08) 8366 4200
Fax: (08) 8366 4299

Land and Business (Sale and Conveyancing) Act

Property Interest Report

Request No.:	Cert1632\24	**Date of Issue:**	13/11/2024
Applicant:	Form 1 Adelaide Pty Ltd Form 1 Adelaide Po Box 544 BLACKWOOD SA 5051	**CT No.:**	UNIT 2 Sec 271 SP 1010 Vol 5050 Fol 971
Property:	2/2 Coolibah Avenue KENSINGTON GARDENS SA 5068		

Pursuant to the provisions of the regulations under the Land and Business (Sale and Conveyancing) Act, 1994, Council hereby provides particulars and documentary material in response to your enquiry.

PRESCRIBED ENCUMBRANCES AND PARTICULARS REQUIRED

Part 3 – Development Plan, Development Act 1993

• Title or other brief description of zone or policy area in which the land is situated (per the Development Plan):	N/A
• Is the land situated in a designated state heritage area?	N/A
• Is the land designated as a place of local heritage value?	N/A
• Is there a Development Plan Amendment released for public consultation by the Council on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?	No
• If Yes, state the name of the Council:	N/A
• Is there a Development Plan Amendment released for public consultation by the Minister on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?	No
Section 42 *– condition (that continues to apply) of a development authorisation (refer attached for details if applicable):*	No

Part 5 - PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016

• Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code)	Z5707 (SN) Suburban Neighborhood Refer to PlanSA Section 7 Report for further information.
• Is the land situated in a designated state heritage area?	No
• Is the land designated as a place of local heritage value?	Refer to PlanSA Section 7 Report for further information.
• Is there a tree declared to be a significant tree or a stand of trees declared to be significant on the land?	Refer to PlanSA Section 7 Report for further information.
• Is there a Planning and Design Code amendment 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?	Yes

REPEALED ACT CONDITIONS	
Condition (that continues to apply) of an approval or authorisation granted under the following Acts (refer attached for details if applicable): ○ Building Act 1971 ○ City of Adelaide Development Control Act 1976 ○ Planning and Development Act 1966 ○ Planning Act 1982	No
DEVELOPMENT ACT 1993	
Section 50(1) – requirement to vest land in a Council or the Crown to be held as open space	No
Section 50(2) – agreement to vest land in a Council or the Crown to be held as open space	No
Section 55 – order to remove work or perform work	No
Section 56 – notice to complete development	No
Section 57 – land management agreement	No
Section 48 or 58 – for the destruction or control of animal or plants	No
Section 69 – emergency order	No
Section 71 – fire safety notice	No
Section 84 – enforcement notice	No
Section 85(6), 85(10) or 106 – enforcement order	No
Part 11 Division 11 – proceedings	No
FIRE AND EMERGENCY SERVICES ACT 2005	
Section 105F – fire prevention or notice to prevent fires on private land	No
HEALTH – FOOD ACT 2001	
Section 44 – improvement notice	No
Section 46 – prohibition order	No
LOCAL NUISANCE AND LITTER CONTROL ACT 2016	
Section 30 – Nuisance or Litter abatement notice	No
SOUTH AUSTRALIAN PUBLIC HEALTH ACT 2011	
Section 92 Notice	No
LAND ACQUISITION ACT 1969	
Section 10 – Notices of intention to acquire	No
HOUSING IMPROVEMENT ACT 1940	
Section 23 – declaration that house is undesirable or unfit for human habitation	No
LOCAL GOVERNMENT ACT 1934	
Notice, order, declaration, charge, claim or demand given/made under the Act	No
LOCAL GOVERNMENT ACT 1999	
Notice, order, declaration, charge, claim or demand given/made under the Act	No
PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016	
Section 141 – order to remove work or perform work	No
Section 142 – notice to complete development	No
Section 155 – emergency order	No
Section 157 – fire safety notice	No
Section 198(1) – requirement to vest land in a Council or the Crown to be held as open space	No
Section 198(2) – agreement to vest land in a Council or the Crown to be held as open space	No
Part 16 Division 1 – proceedings	No
Section 213, 214(6), 214(10), 222 – enforcement notice	No

PUBLIC AND ENVIRONMENTAL HEALTH ACT 1987	
Notice or declaration of insanitary conditions	No

BUILDING INDEMNITY INSURANCE				
Approval No.	***Insurer***	***Policy Issued***	***Contract Date***	***Builder***
Nil				

ENVIRONMENT PROTECTION	
• Does the council hold details of any development approvals relating to	
(a) commercial or industrial activity at the land; or	No
(b) change in the use of the land or part of the land (per the Development Act 1993)?	No

Notes

Swimming Pools (if applicable)

On or before any settlement takes place with respect to any transfer of title to the land, the vendor is required to install, replace or upgrade any prescribed designated swimming pool safety features that are required in relation to any swimming pool (including any spa pool) that is located on the land. After settlement, the purchaser (new owner) will then be required to ensure that those safety features have been so installed, replaced or upgraded as necessary on the land (and if they have not been installed, replaced or upgraded, the new owner will be required to install, replace or upgrade those designated safety features in accordance with the relevant prescribed requirements) and thereafter the new owner must ensure that those designated safety features are maintained in accordance with the relevant prescribed requirements.

APPROVAL NOTICES WITHOUT ON-GOING CONDITIONS

No

Authorised Officer
City of Burnside

Note:

- *The information provided is as required by the Land and Business (Sale and Conveyancing) Act 1994. The information should not be taken as a representation as to whether or not any other charges or encumbrances affect the subject land.*
- *The Property Interest Report discloses prescribed information that Council has a statutory obligation to disclose.*
- *Refer to attached Decision Notification Forms for details of development authorisation(s) granted.*

Data Extract for Section 7 search purposes

Valuation ID 1843298006

Data Extract Date: 13/11/2024

Parcel ID: S1010 U2

Certificate Title: CT5050/971

Property Address: UNIT 2 2 COOLIBAH AV KENSINGTON GARDENS SA 5068

Zones
Suburban Neighbourhood (SN)

Subzones
No

Zoning overlays

Overlays
Airport Building Heights (Regulated) (All structures over 30 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.

Prescribed Wells Area

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

Regulated and Significant Tree

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

Stormwater Management

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

Urban Tree Canopy

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

Is the land situated in a State Heritage Place/Area
No

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

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

Is the land designated as a Local Heritage Place

No

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

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

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

No

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

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

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

Associated Development Authorisation Information

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

No

Land Management Agreement (LMA)

No

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: 2622750

FORM ONE ADELAIDE PTY LTD
POST OFFICE BOX 544
BLACKWOOD SA 5051

DATE OF ISSUE
11/11/2024

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

OWNERSHIP NUMBER	OWNERSHIP NAME
16407585	S J MAZZOCATO

PROPERTY DESCRIPTION

2 / 2 COOLIBAH AVE / KENSINGTON GARDENS SA 5068 / UNIT 2

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R4	RE
1843298006	CT 5050/971	$520,000.00	1.000	0.400

LEVY DETAILS:

FINANCIAL YEAR
2024-2025

FIXED CHARGE	$	50.00
+ VARIABLE CHARGE	$	195.90
- REMISSION	$	120.65
- CONCESSION	$	0.00
+ ARREARS / - PAYMENTS	$	-125.25
= AMOUNT PAYABLE	$	0.00

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

EXPIRY DATE 09/02/2025

Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE
Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

For more information:

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

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

Online at:

www.revenuesaonline.sa.gov.au

OR

By Post to:

RevenueSA
Locked Bag 555
ADELAIDE SA 5001

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: 2622750

DATE OF ISSUE
11/11/2024

FORM ONE ADELAIDE PTY LTD
POST OFFICE BOX 544
BLACKWOOD SA 5051

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

OWNERSHIP NAME
S J MAZZOCATO

FINANCIAL YEAR
2024-2025

PROPERTY DESCRIPTION
2 / 2 COOLIBAH AVE / KENSINGTON GARDENS SA 5068 / UNIT 2

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
1843298006	CT 5050/971	$360,000.00	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 **09/02/2025**

Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

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

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

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

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001

SA Water

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
18 43298 00 6	CT5050971	11/11/2024	7745	2622750

FORM 1 ADELAIDE PTY LTD
PO BOX 544
BLACKWOOD SA 5051
form1@form1adelaide.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: S J MAZZOCATO
Location: U2 2 COOLIBAH AVE KENSINGTON GARDENS UNIT 2
Description: 4H/UNIT CP **Capital Value:** $ 520 000
Rating: Residential

Periodic charges

Raised in current years to 31/12/2024

				$
		Arrears as at: 30/6/2024	:	0.00
Water main available:	1/7/1973	Water rates	:	157.20
Sewer main available:	1/7/1973	Sewer rates	:	173.90
		Water use	:	136.46
		SA Govt concession	:	0.00
		Recycled Water Use	:	0.00
		Service Rent	:	0.00
		Recycled Service Rent	:	0.00
		Other charges	:	0.00
		Goods and Services Tax	:	0.00
		Amount paid	:	467.56CR
		Balance outstanding	:	0.00

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

Next quarterly charges: Water supply: 78.60 Sewer: 86.95 Bill: 8/1/2025

This account has no meter of its own but is supplied from account no 18 43296 99 1.

The Water Use apportionment option is Even.

The apportionment percentage for this account is 25.00%.

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

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

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

SA Water

South Australian Water Corporation

Name:
S J MAZZOCATO

Water & Sewer Account
Acct. No.: **18 43298 00 6**

Amount: _____

Address:
U2 2 COOLIBAH AVE KENSINGTON GARDENS UNIT 2

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	1843298006

Biller code: 8888
Ref: 1843298006

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.

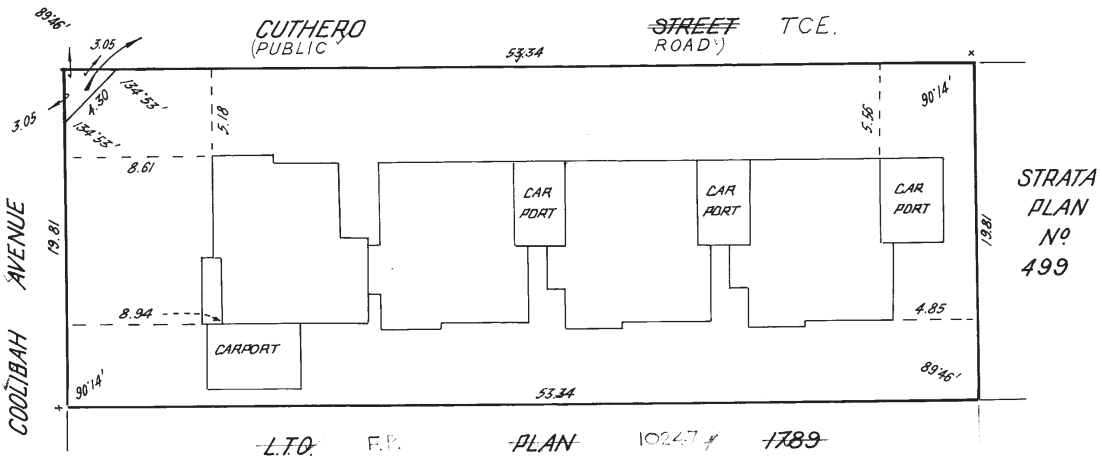
SA Water account number: 1843298006

STRATA PLAN 1010

1ST OF 3 SHEETS

HUNDRED OF ADELAIDE
PT LOT 156, L.T.O. PLAN 1789
PT SEC. 271
in the area named
KENSINGTON GARDENS

Reference:- Vol. 3131 Fol. 10



SITE PLAN
SCALE 1:200.

0 5 10 15
METRES.

Public Rd. abuttal vide N8718371 pro R.G. 13·8·1999

Cuthero Tce. vide Dkt. 184/1999. pro R.G. 10·9·1999.

I, LINDSAY HOWARD HEWETT
A LICENSED SURVEYOR WITHIN THE MEANING OF THE SURVEYORS ACT 1935-1961, 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 ON THE PARCEL;
3. THAT THIS STRATA PLAN COMPLIES WITH THE REQUIREMENTS OF REGULATION 19 OF THE REAL PROPERTY ACT (STRATA TITLES) REGULATIONS, 1969.

DATED THIS 1 2nd DAY OF FEBRUARY 1973.

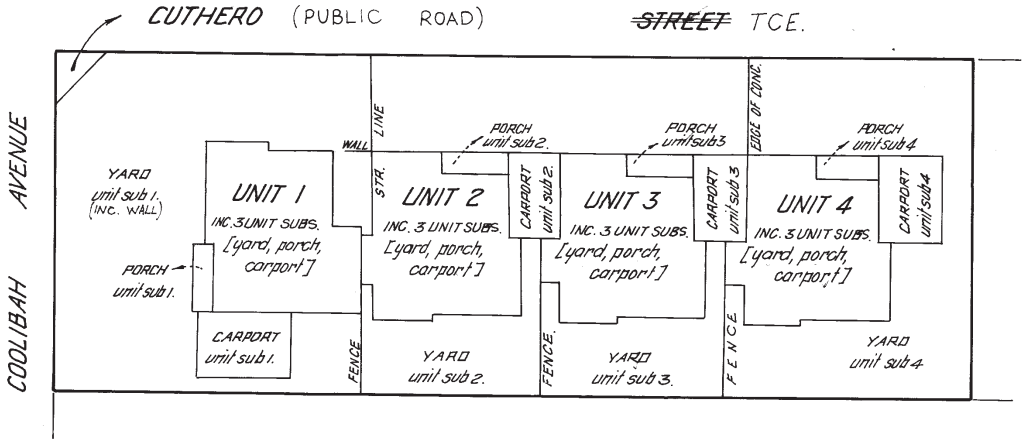
LICENSED SURVEYOR

L. H. HEWETT
LICENSED SURVEYOR
172 PULTENEY ST., ADELAIDE 5000
PH. 23 6099

STRATA PLAN 1010

2ND. OF 3 SHEETS

31.5.73



FLOOR PLAN

SCALE 1:200.

0 5 10 15

METRES.

1. The lower and upper boundaries of the unit subsidiaries known as yards are existing ground level and 3.05 metres above existing ground level respectively except where eaves exist, then the upper boundary to be 0.15 metres below the level of the eaves.
2. The boundary of a unit where it abuts a unit subsidiary is a line midway between the inner and outer surfaces of the walls of the said unit.
3. The boundary of a unit subsidiary where it abuts a unit is a line parallel to and 0.02 metres distant from the outer surface of the wall of the unit.
4. The upper boundary of a unit subsidiary shown as porch, carport, garage or carpark is a line 0.15 metres below the level of the existing eaves of that particular unit subsidiary or if not fully covered then 0.15 metres below the existing eaves of the units.
5. The height of each unit is limited to a line midway between the upper and lower surfaces of the ceiling of that unit.

L. H. HEWETT
LICENSED SURVEYOR
172 PULTENEY ST., ADELAIDE 5000
PH. 23 6099

SCHEDULE OF UNIT ENTITLEMENT

UNIT Nº	UNIT ENTITLEMENT	CURRENT C's. of T. VOLUME	CURRENT C's. of T. FOLIO	UNIT Nº	UNIT ENTITLEMENT	CURRENT C's. of T. VOLUME	CURRENT C's. of T. FOLIO
1	17000						
2	15250						
3	15750						
4	16500						
				AGGREGATE			
				COMMON PROPERTY			
AGGREGATE	64,500						

Authenticated Vide Application Nº 3455034

S.E. Brassell

Registrar General.

REGISTRAR-GENERAL SOUTH AUSTRALIA

STRATA PLAN 1010

3RD. of 3 SHEETS

ACCEPTED AND DEPOSITED

A. Francois

a/ CHIEF DRAFTSMAN

Pro Registrar General

31/5/1973

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

8 November 2024

Name: **Adelaide Conveyancing**
Address: **PO Box 544 Blackwood SA 5051**

Dear Sir / Madam,

RE: **Section 41 Statement**
2 Coolibah Avenue, Kensington Gardens SA 5068 - Unit 2

Please find attached the Section 41 Statement for Unit 2, 2 Coolibah Avenue, Kensington Gardens SA 5068 and related documents.

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

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

Yours sincerely,

Best Strata
3 / 188 Fullarton Road
Dulwich SA 5065

STATEMENT PURSUANT TO SECTION 41 OF THE *STRATA TITLES ACT 1988*

Date of Statement: **8 November 2024**

Unit in respect of which the Statement is issued: **Unit 2** in **Strata Plan** No**. 1010 at 2 Coolibah Avenue, Kensington Gardens SA 5068**

Person requesting certificate:
Name: **Adelaide Conveyancing,**
Address: **PO Box 544 Blackwood SA 5051**

The Strata corporation certifies the following with respect to the Unit being the subject of this Statement:

1. Administrative fund – contributions payable by regular periodic instalments or lump sum

Total amount last determined with respect to the lot

Amount	Period
$1,400.00	01 Jul 2024 to 30 Jun 2025

Number of instalments payable (if contributions payable by instalments) 4

Amount of each instalment, period to which instalment relates and date due

Amount	Period	Date due
$350.00	01 Jul 2024 to 30 Sep 2024	01 Jul 2024
$350.00	01 Oct 2024 to 31 Dec 2024	01 Oct 2024
$350.00	01 Jan 2025 to 31 Mar 2025	01 Jan 2025
$350.00	01 Apr 2025 to 30 Jun 2025	01 Apr 2025

Amount owing $0.00

Interest due on unpaid levies $0.00

Amount in credit for prepaid levies $0.00

2. Sinking fund – contributions payable by regular periodic instalments or lump sum (section 76(1) of the Act)

Total amount last determined with respect to the lot

Amount	Period
$0.00	01 Jul 2024 to 30 Jun 2025

Number of instalments payable (if contributions payable by instalments) 4

Amount of each instalment, period to which instalment relates and date due

Amount	Period	Date due
$0.00	01 Jul 2024 to 30 Sep 2024	01 Jul 2024
$0.00	01 Oct 2024 to 31 Dec 2024	01 Oct 2024
$0.00	01 Jan 2025 to 31 Mar 2025	01 Jan 2025
$0.00	01 Apr 2025 to 30 Jun 2025	01 Apr 2025

Amount owing $0.00

Interest due on unpaid levies $0.00

Amount in credit for prepaid levies $0.00

3. Special contributions

None

4. Particulars of Assets and Liabilities of the Corporation

A copy of the Balance Sheet at the date of this Statement is attached.

5. Particulars of any Expenditure

(a) Incurred by the Corporation

Refer Minutes
……..

(b) Resolved to be incurred to which the unit holder must, or is likely to be required to, contribute

Refer Minutes
……

6. Insurance policies

Particulars of all insurance policies taken out by the strata corporation.
None

7. Documents Supplied

(i) Minutes of general meetings of the corporation and meetings of the management committee for the last two years
(ii) Statement of Accounts of the corporation last prepared by the corporation
(iii) The Articles for the time being in force
(iv) The current policies of insurance taken out by the corporation

The information provided is accurate as at the date of this Statement and is not intended to be relied upon by any party other than the person who requested this Statement under Section 41 of the Act.

NOTE:

An inspection of the accounting records, minute books of the corporation and any other prescribed documentary material may be arranged by application to the Agent at the address listed below:

This Statement was prepared on behalf of Strata Corporation No 1010 Inc by



Hamish Watson
Body Corporate Manager
Best Strata
3 / 188 Fullarton Road
Dulwich SA 5065

BEST STRATA
ABN 84 945 930 989

UNIT 3, 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. 1010 INC.
2 / 2 Coolibah Avenue, Kensington Gardens SA 5068

SETTLEMENT DATE _____

UNIT OWNER/S NAME _____

UNIT OWNER/S ADDRESS _____

DATE & PLACE OF BIRTH _____

CONTACT DETAILS HOME: _____ WORK: _____

MOBILE: _____ EMAIL: _____

CORRESPONDENCE TO OWNER / AGENT

ACCOUNTS TO OWNER / AGENT

WILL THIS UNIT BE RENTED YES / NO
If yes then please complete the details below

AGENT _____

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 _____

Strat Corporation 1010

AGENDA- Meeting 11th December 2023

Present: Vanessa Hooper (units 1 & 3), Phil Hart & Ann Whitford (unit 4), Sara Mazzocato (unit 2)

Completed issues from last meeting:

1. Sara & Vanessa have re-lined branch pipes to main line to resolving tree roots in pipes running from their units
2. Strata paid for the relining of broken drain pipe from upstream of SA Water connection causing blockages to all home owners- Completed
3. Phil & Ann happy to continue to use a manual coil drain/pipe cleaner when needed to unblock any issues from their unit.

New Agenda Points:

1. Some bees have been seen coming out of the vents at the front of unit 2. Sara to check and keep an eye out if further action is required.
2. Vanessa has presented plumbing invoices which sections of work are strata and costs need to be reimbursed to Vanessa from the strata account.
3. Discussion of Phil and Ann to be paid by the strata to paint front window frames and eaves. Confirmation required.
4. Sara unit 2 needs gutters cleaned. Vanessa to provide quote to Sara for Jayden to complete the work.

Minutes of Annual General Meeting

Strata Corporation No 1010 Inc
2 Coolibah Avenue Kensington Gardens SA 5068

Held at Online or by Phone (GoToMeeting)
On
Wednesday 22 May 2024 at 10:30am

WELCOME
Meeting opened at 10:30am. All those in attendance were welcomed to the meeting.
With the approval of the Corporation, Hamish Watson of Best Strata assisted in the conduct of the meeting and recording the minutes. A quorum was declared with 4 of the 4 unit holders in attendance in person or by proxy.

ATTENDANCE LIST

Present in Person

Ms V Hooper	Lots 001 & 003
Mrs S Mazzocato De Chellis	Lot 002
Mr P Hart & Ms A Whitford	Lot 004

In Attendance
Hamish Watson 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 General Meeting held on 11 December 2023 be accepted as an accurate record of that meeting. All agreed.

FINANCIAL STATEMENT
The owners were advised that the current balance in the Administration Fund was $2,491.

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

Presiding Officer:	Mr P Hart
Secretary:	Mr P Hart
Treasurer:	Mr P Hart

All agreed.

MANAGEMENT COMMITTEE
It was resolved that the management committee shall consist of;

Ms V Hooper	Lots 001 & 003
Mrs S Mazzocato De Chellis	Lot 002
Mr P Hart & Ms A Whitford	Lot 004

All agreed.

Please Note: The management committee does not have the power to do anything for which a special or unanimous resolution of the Strata Corporation is required (section 35(3) of the Strata Titles Act 1988).

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;

Management Fee	$ 700	per annum *excluding arranging maintenance
Meeting Fee	$ 132	*see rates below
Overheads	$ 3.30	per unit per month
Audit Fee	$ 140	per annum
Tax Return Preparation	$ 165	per return
Bank Fees	At cost	

*Starting between 9:00am and 4:30pm	$132 – in person at office or online
Starting between 5.00pm and 6:00pm	$165 – online
Starting between 5.00pm and 6:00pm	$250 – in person at office

Meetings online or in Best Strata Office
Additional charges after 75 minutes at $110 per hour (15 minute blocks).
Meetings in other locations incur travel charge at $110 per hour (minimum 1 hour charged)
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.

Excluding Maintenance
The Manager advised that the Committee is responsible for arranging all maintenance. This includes obtaining quotes, liaising with contractors and engaging contractors. This includes engaging contractors in relation to insurance claims. Best Strata will only be responsible for arranging payments to contractors on instructions from the Committee.

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:	Q0001233617-1
Renewal Date:	07/07/2024

Current Sums Insured are;

Building	$ 1,548,384
Common Contents	$ 0
Lost Rent / Temp Accommodation	$ 232,257
Public Liability	$ 10,000,000
Voluntary Workers Personal Acc	$ 200,000

Fidelity Guarantee	$ 100,000
Office Bearers Liability	$ 100,000
Catastrophe	$ 232,257
Lot Owners Fixtures And Improv	$ 250,000

Excess on basic claims: $1,000
Water Damage claims: $2,500
Flood is included

It was noted that there was no recent insurance valuation on file.

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 $275.

It was resolved that the Corporation have an insurance valuation at the next renewal date and endorse the insurance policy to the greater of the valued amount or the existing building sum insured amount. All agreed.

Renewal / Placement
The Manager advised that it was still too far away from the insurance policy renewal date to obtain quotes.
It was agreed that the Manager arrange quotes through Surewise Insurance Brokers closer to the renewal date and forward the quotes 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 agreed that the owners will continue to maintain the garden areas adjacent to their own unit.

Gutter Cleaning
It was agreed that the owners will continue to clean the gutters and downpipes at their own unit.

Pest Inspection
It was noted that damage caused by termites was not an insured event in terms of the building insurance policy.
It was further noted that no recent pest inspection report was found on file.

It was agreed that Mr P Hart would arrange for quotes for a termite inspection for consideration of the Management Committee. It was noted that the owners would need to raise funds in accordance with the cost.

Possum
It was noted that there has been a possum in the roof space above Unit 4. Ms V Hooper will arrange to trap and relocate possum within the legal guidelines.

Bees from Vents of Unit 2
It was noted that the issue of bees has subsided. The owners will monitor the situation.

Painting Windows
It was agreed that Ms V Hooper will arrange painting, Mr P Hart & Ms A Whitford to provide paint colour.

BUDGET

Contributions
The Manager presented a budget estimate for the coming year and recommended that the administration levy increase to $7,000 per annum (from $3,600) and the sinking fund levy increase to $100 per annum (from $0).

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

Administration Fund Contribution	$5,600.00
Sinking Fund Contribution	$0.00
Total Contribution	$5,600.00

The contribution is payable quarterly, divided by equally 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.

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.
If the group has 6 or less units or a building sum insured amount of $100,000 or less, a statement is not required.

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

Letter to Neighbours
It was agreed that Mr P Hart would obtain contact details for the rate payer for 4A Coolibah Avenue from the City of Burnside and provide them to the Manager who would write to the neighbour regarding trees overhanging the property pushing against fence and vines growing over the fence.

NEXT ANNUAL GENERAL MEETING
The tentative date for the next Annual General Meeting is Monday 19 May 2025 at 4:00 pm at Online or by Phone (GoToMeeting).

CLOSURE
Owners were thanked for their attendance.
The meeting was closed at 11:20am.

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.

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.

BESTSTRATA

Contribution Levy Invoice

Approved

Property Reference Number	999990104
Date & Time:	02:57:46 PM 11 Nov 2024
Amount	**$107.18**
Transaction Result	**Approved**
Receipt Number	109857
Paid by	516323...065

Make Another Payment | Print Receipt | Close

nab Secure payments enabled by NAB

BUDGET

STRATA CORPORATION NO 1010 INC
2 COOLIBAH AVENUE, KENSINGTON GARDENS
Year Ending 31 Mar 2025

RECEIPTS & PAYMENTS	Administration Fund					Sinking Fund					TOTAL
	Q1	Q2	Q3	Q4		Q1	Q2	Q3	Q4		
	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Total	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Total	Total
RECEIPTS											
Admin Or Sinking Fund Levy	900	1,750	1,750	1,750	**6,150**	0	25	25	25	75	**6,225**
Special Levy		875			**875**					0	**875**
Levy Arrears					**0**					0	**0**
Levy Advances					**0**					0	**0**
Interest Received					**0**					0	**0**
Total Receipts	**900**	**2,625**	**1,750**	**1,750**	**7,025**	**0**	**25**	**25**	**25**	**75**	**7,100**
PAYMENTS											
Administration											
Audit			140		**140**						**140**
Bank Charges	10	10	10	10	**40**						**40**
Disbursements and Overheads	40	40	40	40	**158**						**158**
Meeting Fees	132				**132**						**132**
Management Fees	175	175	175	175	**700**						**700**
Insurance											
Insurance Premium		3,670			**3,670**						**3,670**
Insurance Valuation											
Services											
Grounds Maintenance	50	50	50	50	**200**						**200**
Gutter Cleaning				340	**340**						**340**
Pest Control			400		**400**						**400**
Trades Monitor Compliance	44				**44**						**44**
Tax											
Income Tax Return Preparation			165		**165**						**165**
Income Tax Payment / Refund											
Utilities											
Electricity Charges											
Water Charges											
Repairs And Maintenance											
Building Maintenance (prov)	150	150	150	150	**600**						**600**
Plumbing Maintenance (prov)	75	75	75	75	**300**						**300**
Future Works											
Fencing											
Gutter Repairs/Replacement											
Bitumen/Concreting											
Painting											
Total Payments	**676**	**4,169**	**1,205**	**840**	**6,889**	**0**	**0**	**0**	**0**	**0**	**6,889**
Surplus (Deficit)	**224**	**(1,544)**	**545**	**910**	**136**	**0**	**25**	**25**	**25**	**75**	**211**
CASH FLOW SUMMARY											
Opening Balance	2,491	2,715	1,171	1,717	**2,491**		0	25	50	**0**	**2,491**
Receipts	900	2,625	1,750	1,750	**7,025**	0	25	25	25	**75**	7,100
Payments	676	4,169	1,205	840	**6,889**	0	0	0	0	**0**	6,889
Transfer between funds					**0**	0	0	0	0		
Closing Balance	**2,715**	**1,171**	**1,717**	**2,627**	**2,627**	**0**	**25**	**50**	**75**	**75**	**2,702**

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

BUDGET

STRATA CORPORATION NO 1010 INC
2 COOLIBAH AVENUE, KENSINGTON GARDENS
Year Ending 31 Mar 2025

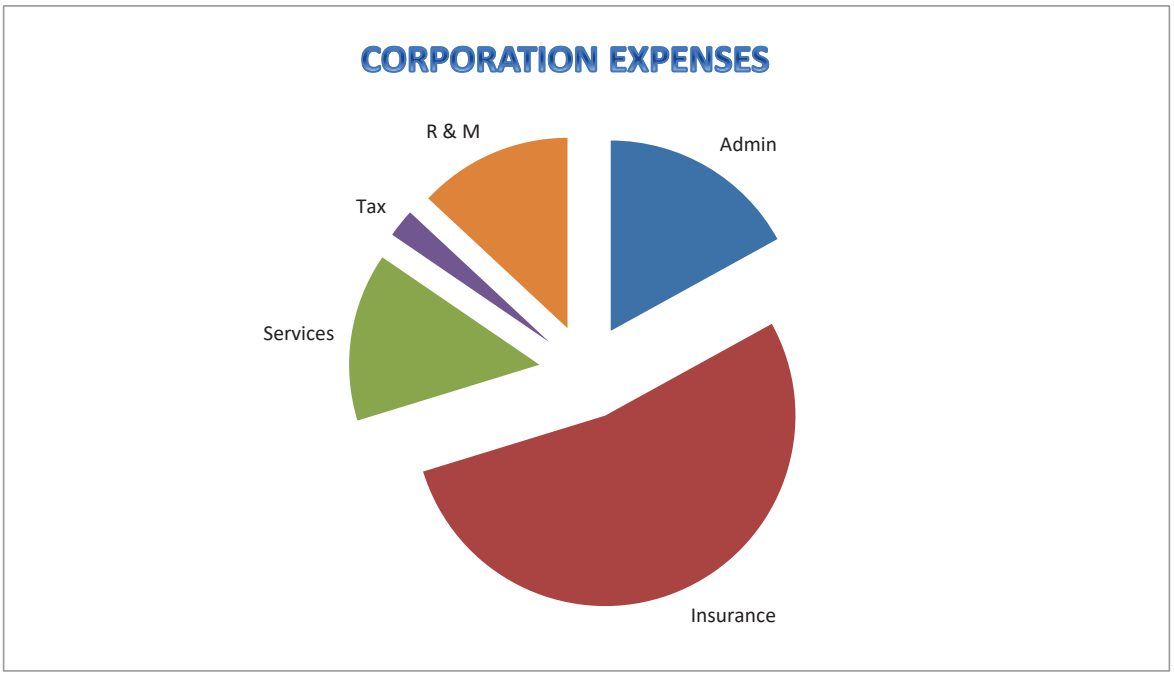
LEVY CALCULATION

Total Unit Entitlement	64,500
Mode of Division	EQUAL
Number of Units	4

	Current		Proposed		One-off
	Admin	**Sinking**	**Admin**	**Sinking**	**Special**
Annual Levy	3,600	-	7,000	100	875

Quarterly Levy By Lot

			Current		Proposed		One-off
Lot	**Unit**	**Entitlement**	**Admin**	**Sinking**	**Admin**	**Sinking**	**Special**
001	1	17000	225.00	-	437.50	6.25	218.75
002	2	15250	225.00	-	437.50	6.25	218.75
003	3	15750	225.00	-	437.50	6.25	218.75
004	4	16500	225.00	-	437.50	6.25	218.75
		64500	**900.00**	**-**	**1,750.00**	**25.00**	**875.00**



Unit 3, 188 Fullarton Road, Dulwich SA 5065
PO Box 229, Fullarton, SA 5063
Tel: 08 8431 2287
Email: info@beststrata.com.au

Statement of Financial Performance for the financial year to 31/03/2024

Strata Corporation No 1010 Inc — 2 Coolibah Avenue, Kensington Gardens SA 5068

Administrative Fund

	Current period 01/04/2023-31/03/2024
Surplus/Deficit	0.00
Opening balance	2,491.01
Closing balance	**$2,491.01**

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

RENEWAL TAX INVOICE

Strata Corporation No. 1010 Inc
C/- Best Strata
PO Box 229
FULLARTON SA 5063

Date: 14/06/2024
Invoice Number: 7093725
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. 1010 Inc	Base Premium	$3,091.43
Policy Description	2 Coolibah Avenue, Kensington Gardens SA 5068	F & E Service Levy	$0.00
Policy Number	HS0006109410	Stamp Duty	$374.08
Period of Insurance	07/07/2024 to 07/07/2025	Underwriter Fee	$150.00
Effective Date	07/07/2024	Broker Fee	$80.00
Insurer	FLEX INSURANCE	GST	$332.14
		Invoice Total	**$4,027.65**

Commission earned on this invoice $618.28

Payment Options

DEFT PAYMENT SYSTEMS

Newmarket Grandwest Pty Ltd t/as Surewise

DEFT Reference Number
407221270937253
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. 1010 Inc
Client ID: 65025
Invoice No: 7093725

Post Billpay
*498 407221 270937253
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: 7093725

BPAY
Biller Code: 20362
Ref: 407221270937253

Total Due: **$4,027.65**

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

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Notes:

Policy No	**HS**0006109410
Policy Wording	FLEX INSURANCE RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	07/07/2024 to 07/07/2025 at 4:00pm
The Insured	STRATA CORPORATION NO. 1010 INC.
Situation	2 COOLIBAH AVENUE KENSINGTON GARDENS SA 5068

Cover Selected		Sum Insured
Section 1	Insured Property	
	Building	$1,548,384
	Common Area Contents	$0
	Loss of Rent & Temporary Accommodation (total payable)	$232,257
	Optional Benefit Lot/Unit Wall Coverings	Selected
Section 2	Liability to Others	$10,000,000
Section 3	Voluntary Workers	
	Death	$200,000
	Total Disablement	$2,000 per week
Section 4	Workers Compensation	Not Available
Section 5	Fidelity Guarantee	$100,000
Section 6	Office Bearers' Legal Liability	$100,000
Section 7	Machinery Breakdown	Not Selected
Section 8	Catastrophe Insurance	
	Sum Insured	$232,257
	Extended Cover - Loss of Rent & Temporary Accommodation	$34,838
	Escalation in Cost of Temporary Accommodation	$11,612
	Cost of Removal, Storage and Evacuation	$11,612
Section 9	Government Audit Costs and Legal Expenses	
	Government Audit Costs	$25,000
	Appeal Expenses – common property health & safety breaches	$100,000
	Legal Defence Expenses	$50,000
Section 10	Lot Owners' Fixtures and Improvements (per lot)	Not Selected

Flood Cover is included.

The Table of Benefits Section 3 Voluntary Workers is replaced by

insured event	Benefit
1 Death	**$200,000**

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2 Total and irrecoverable loss of all sight in both eyes	**$200,000**
3 Total and permanent loss of the use of both hands or of use of both feet or the use of one hand and one foot	**$200,000**
4 Total and permanent loss of the use of one hand or of the use of one foot	**$100,000**
5 Total and irrecoverable loss of all sight in one eye	**$100,000**
6 a Total Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Total Disablement:	
i a weekly benefit of or if higher	**$1,000**
ii the amount of Your average weekly wage, salary or other remuneration earned from Your personal exertion - up to a maximum per week of	**$2,000**
b Partial Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Partial Disablement:	
i a weekly benefit of or if higher	**$500**
ii the amount by which Your average weekly wage, salary or other remuneration earned from Your personal exertion is reduced - up to a maximum per week of	**$1,000**
7 The reasonable and necessary cost of hiring or employing domestic assistance following certification by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities - in respect of each week of disablement a weekly benefit not exceeding	**$500**
8 The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury and not otherwise recoverable from any other source – a benefit not exceeding	**$2,000**

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Flex+ Optional Benefits

Increased exploratory costs, replacement of defective parts	Selected
Extended Temporary Accommodation and Loss of Rent	Selected
Fusion	Selected
Floating floors	Selected
Fallen Trees	Selected
Landscaping	Selected
Fire extinguishing	Selected
Personal Property of Others	Selected
Removal, storage costs	Selected
Temporary Accommodation/Rent/contributions/storage	Selected
Emergency accommodation	Selected
Arson reward	Selected
Electricity, gas, water and similar charges - excess costs	Selected
Keys, lock replacement	Selected
Court appearance	Selected

Excesses		Amount
Section 1	Insured Property	$2,000
	Water Damage	$2,500
Section 2	Liability to Others	$1,000
Section 4	Fidelity Guarantee	$500
Section 5	Officer Bearers' Legal Liability	$2,000

Other excesses payable are shown in the Policy Wording.

UNDERWRITING INFORMATION DECLARED BY INSURED:

Building:	External walls:	Double Brick
	Floors:	Concrete
	Roof:	Terracotta Tile
Year Built:	1973	
No. Units:	4	
No. Storeys:	1	
Heritage Listed:	No	
Fully Occupied:	Yes - Residential Only	
Are there any:	Playgrounds	- no
	Water Features	- no
	Jetties/Wharfs	- no
	Gymnasiums	- no
	Lifts	- no
	Pools	- no

Cover: As per Flex Insurance *"Residential Strata Insurance Plan Insurance (QM 8026 1023)"* subject to policy conditions and exclusions. Underwritten by QBE Insurance (Australia) Limited.

REMUNERATION ADVICE

For providing you with service, we receive remuneration, being commission, paid by the insurer of $680.10 (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 $88.00 (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 $340.05 (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.

Conditions of This Invitation
This renewal invitation is based on the following. If any of these are incorrect, please contact us as it may affect the renewal invitation and the terms and conditions on which we will provide insurance cover.

1. The proposed Insured (either alone or jointly with any other person or entity) has not had any previous insurance declined, renewal refused, cancelled or special terms or conditions applied to any application, renewal or Policy.
2. The renewal invitation is based on the claims history you provided in your initial quotation request and your history with us. No claims or incidents have occurred to your knowledge or the knowledge of the insured that have not yet been notified to us.
3. No changes to the Description of Occupancies have occurred since your initial quotation request.
4. We may disclose the information which you have provided to us in your quotation request and generally to our related body corporates, namely CHU Underwriting Agencies Pty Ltd (ABN 19 000 580 070, AFSL no 243261) not

only in relation to the insurance product the subject of this quotation but also in relation to insurance products offered to you by our related body corporates.

5. By accepting this quotation, you are consenting to these conditions.

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.

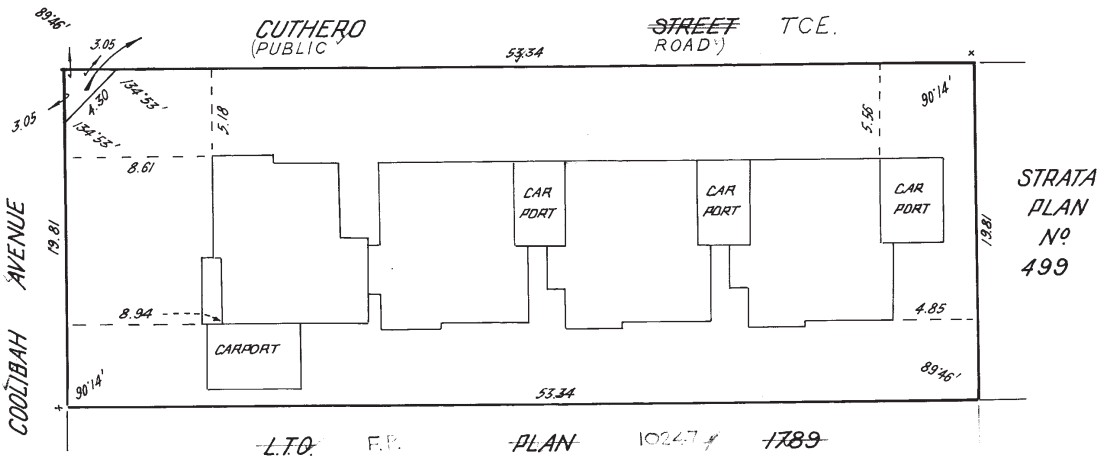
Steadfast
THE STRENGTH YOU NEED

STRATA PLAN 1010

1ST OF 3 SHEETS

HUNDRED OF ADELAIDE
PT LOT 156, L.T.O. PLAN 1789
PT SEC. 271
in the area named
KENSINGTON GARDENS

Reference:- Vol. 3131 Fol. 10



SITE PLAN
SCALE 1:200.

0 5 10 15
METRES.

Public Rd. abuttal vide N8718371 pro R.G. 13·8·1999

Cuthero Tce. vide Dkt. 184/1999. pro R.G. 10·9·1999.

I, LINDSAY HOWARD HEWETT
A LICENSED SURVEYOR WITHIN THE MEANING OF THE SURVEYORS ACT 1935-1961, 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 ON THE PARCEL;
3. THAT THIS STRATA PLAN COMPLIES WITH THE REQUIREMENTS OF REGULATION 19 OF THE REAL PROPERTY ACT (STRATA TITLES) REGULATIONS, 1969.

DATED THIS 1 2nd DAY OF FEBRUARY 1973.

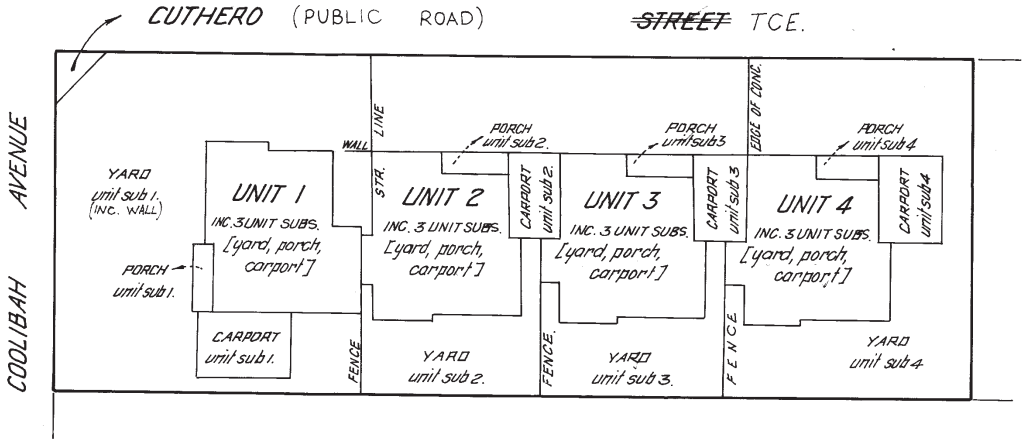
LICENSED SURVEYOR

L. H. HEWETT
LICENSED SURVEYOR
172 PULTENEY ST., ADELAIDE 5000
PH. 23 6099

STRATA PLAN 1010

2ND. OF 3 SHEETS

31.5.73



FLOOR PLAN

SCALE 1:200.

0 5 10 15

METRES.

1. The lower and upper boundaries of the unit subsidiaries known as yards are existing ground level and 3.05 metres above existing ground level respectively except where eaves exist, then the upper boundary to be 0.15 metres below the level of the eaves.
2. The boundary of a unit where it abuts a unit subsidiary is a line midway between the inner and outer surfaces of the walls of the said unit.
3. The boundary of a unit subsidiary where it abuts a unit is a line parallel to and 0.02 metres distant from the outer surface of the wall of the unit.
4. The upper boundary of a unit subsidiary shown as porch, carport, garage or carpark is a line 0.15 metres below the level of the existing eaves of that particular unit subsidiary or if not fully covered then 0.15 metres below the existing eaves of the units.
5. The height of each unit is limited to a line midway between the upper and lower surfaces of the ceiling of that unit.

L. H. HEWETT
LICENSED SURVEYOR
172 PULTENEY ST., ADELAIDE 5000
PH. 23 6099

SCHEDULE OF UNIT ENTITLEMENT

UNIT Nº	UNIT ENTITLEMENT	CURRENT C's. of T. VOLUME	CURRENT C's. of T. FOLIO	UNIT Nº	UNIT ENTITLEMENT	CURRENT C's. of T. VOLUME	CURRENT C's. of T. FOLIO
1	17000						
2	15250						
3	15750						
4	16500						
				AGGREGATE			
				COMMON PROPERTY			
AGGREGATE	64,500						

Authenticated Vide Application Nº 3455034

S.E. Brassell

Registrar General.

REGISTRAR-GENERAL SOUTH AUSTRALIA

STRATA PLAN 1010

3RD. of 3 SHEETS

ACCEPTED AND DEPOSITED

A. Francois

a/ CHIEF DRAFTSMAN

Pro Registrar General

31/5/1973

RESOLUTIONS

STRATA CORPORATION NO 1010 INC.
at 2 Coolibah Avenue, Kensington Gardens

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
22/05/2024	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.

Best Strata commenced management 07/03/2024. 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.
