Form 1 - Vendor's statement

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

Contents

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

Preliminary

To the purchaser:

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

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

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

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

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

Part A—Parties and land

1. Purchaser:

Address:
Street 1:

Suburb: State: Postcode:

2. Purchaser's registered agent: ☐

Address:
Street 1

~~Suburb: State: Postcode:~~

3. Vendor:
SHARON LEE ANNE FRANCIS

Address:
Street 1: UNIT 1, 64 TUSMORE AVENUE

Suburb: TUSMORE State: SA Postcode: 5065

4. Vendor's registered agent:
KLEMICH REAL ESTATE PTY LTD (ACN 101 825 147) T/A KLEMICH REAL ESTATE ☑

Address:
Street 1: 1/245 FULLARTON ROAD

Suburb: EASTWOOD State: SA Postcode: 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 4 STRATA PLAN 4729 IN THE AREA NAMED NORTH ADELAIDE HUNDRED OF YATALA

Street 1: UNIT 4, 22 GOVER STREET

Suburb: NORTH ADELAIDE State: SA Postcode: 5006

being the *whole / ~~portion~~ of the land comprised in Certificate of Title
VOLUME 5165 FOLIO 981

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:

UNIT 1, 64 TUSMORE AVENUE TUSMORE SA 5065

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

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

EMAIL: sold@klemich.com.au and andrew@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:

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 not~~ice).

Note:

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

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

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

5. Effect of service

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

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

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

Proceeding with the purchase

If you wish to proceed with the purchase:

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

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

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

Part C—Statement with respect to required particulars

(section 7(1))

To the purchaser:

***I/~~We~~,** SHARON LEE ANNE FRANCIS

of UNIT 1, 64 TUSMORE AVENUE TUSMORE SA 5065

being the *vendor(s) /~~ person authorised to act on behalf of the v~~endor(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: **22/01/2025**

Signed: Sharon Francis

Date:

Signed:

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

(section 9)

To the purchaser:

I, SELINA DOLMAN OF NEST CONVEYANCING (SA) PTY LTD

certify ***that the respon~~ses / 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: **22/01/2025**

Signed:

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

*Person authorised to act on behalf of *Vendor's/P~~urchaser'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. The 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? YES

Are there attachments? NO

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

Number of mortgage: (if registered)
13779406

Name of mortgagee:
WESTPAC BANKING CORPORATION (ACN: 007 457 141)

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)

ANNEXURE A - PROPERTY INTEREST REPORT (page 13 of 14)

Description of land subject to easement:

THE WHOLE OF THE LAND IN CERTIFICATE OF TITLE VOLUME 5165 FOLIO 981

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? YES

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

ANNEXURE B - FIXED TERM RESIDENTIAL TENANCY AGREEMENT

Name of parties:

LANDLORD: SHARON LEE ANNE FRANCIS
TENANT: SUE THOMSON

Period of lease, agreement for lease etc:

From 10.07.2024 to 09.07.2025

Amount of rent or licence fee:

$ 400.00 per WEEK (period)

Is the lease, agreement for lease etc in writing?

YES

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

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

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

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?

Are there attachments?

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

Date of notice:

Amount of levy payable:

21. *Local Government Act 1999*

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

Is this item applicable? ☑

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

Are there attachments? YES

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

ANNEXURE C - CITY OF ADELAIDE RESPONSE

Date of notice, order etc:

17.01.2025

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

CITY OF ADELAIDE

Land subject thereto:

CERTIFICATE OF TITLE VOLUME 5165 FOLIO 981
UNIT 4, 22 GOVER STREET NORTH ADELAIDE SA 5006

Nature of requirements contained in notice, order etc:

ANNUAL COUNCIL RATES

Time for carrying out requirements:

PAID IN FULL ON OR BEFORE SETTLEMENT

Amount payable (if any):

$721.00

22. *Local Nuisance and Litter Control Act 2016*

22.1 section 30 - Nuisance or litter abatement notice

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of notice:

Notice issued by:

Nature of requirements contained in notice:

Time for carrying out requirements:

23. *Metropolitan Adelaide Road Widening Plan Act 1972*

23.1 section 6 - Restriction on building work

~~***Is this item applicable?***~~

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

Are there attachments?

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

Does the restriction apply to all of the land?

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

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)

ANNEXURE C - CITY OF ADELAIDE RESPONSE

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

PARCEL ID: S4729 UN4

CERTIFICATE TITLE: CT5165/981

PROPERTY ADDRESS: UNIT 4 22 GOVER ST NORTH ADELAIDE SA 5006

ZONES - CITY LIVING (CL)

SUBZONES - NORTH ADELAIDE LOW INTENSITY (NALI)

ZONING OVERLAYS

OVERLAYS

AIRCRAFT NOISE EXPOSURE (ANEF 25)

AIRPORT BUILDING HEIGHTS (REGULATED) (ALL STRUCTURES OVER 130 METRES AHD)

DESIGN

HISTORIC AREA (Adel7)

HERITAGE ADJACENCY

HAZARDS (FLOODING - EVIDENCE REQUIRED)

PRESCIBED WELLS AREA

REGULATED AND SIGNIFICANT TREE

STORMWATER MANAGEMENT

URBAN TREE CANOPY

REFER TO ANNEXUREC - CITY OF ADELAIDE RESPONSE WHICH INCLUDES THE PLANSA DATA EXTRACT FOR SECTION 7 REPORT FOR FURTHER INFORMATION REGARDING ZONING OVERLAYS RELATING TO THE PROPERTY

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 *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? NO

Are there attachments? YES

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

ANNEXURE C - CITY OF ADELAIDE RESPONSE WHICH INCLUDES THE PLANSA DATA EXTRACT FOR SECTION 7 REPORT

Date of authorisation:

ANNEXURE C - CITY OF ADELAIDE RESPONSE WHICH INCLUDES THE PLANSA DATA EXTRACT FOR SECTION 7 REPORT

Name of relevant authority that granted authorisation:

ANNEXURE C - CITY OF ADELAIDE RESPONSE WHICH INCLUDES THE PLANSA DATA EXTRACT FOR SECTION 7 REPORT

Condition(s) of authorisation:

ANNEXURE C - CITY OF ADELAIDE RESPONSE WHICH INCLUDES THE PLANSA DATA EXTRACT FOR SECTION 7 REPORT

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:

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

33.1 section 23 - Notice of contribution payable

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of notice:

Terms of notice:

Amount payable:

34. *Water Industry Act 2012*

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

Is this item applicable? ☑

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

Are there attachments? YES

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

ANNEXURE D - SA WATER CERTIFICATE OF CHARGES

Date of notice or order:

14.01.2025

Name or person or body who served notice or order:

SA WATER CORPORATION

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

$185.43

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

QUARTERLY WATER AND SEWER SUPPLY CHARGES TOGETHER WITH WATER USE

Particulars relating to a strata unit ☑

1 Name of strata corporation: STRATA CORPORATION NO. 4729 INCORPORTED

Address of strata corporation: 22 GOVER STREET NORTH ADELAIDE SA 5006

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 ANNEXURE E - STATEMENT PURSUANT TO SECTION 41 (Strata Titles Act 1988) RESPONSE

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

REFER TO ANNEXURE E - STATEMENT PURSUANT TO SECTION 41 (Strata Titles Act 1988) RESPONSE

(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 ANNEXURE E - STATEMENT PURSUANT TO SECTION 41 (Strata Titles Act 1988) RESPONSE

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

17/100

(f 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:

NIL - REFER TO ANNEXURE E - STATEMENT PURSUANT TO SECTION 41 (Strata Titles Act 1988) RESPONSE

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: IAN WILLSMORE STRATA MANAGEMENT WILLSMORE PATERSON PTY LTD

Address: 162 GRANGE ROAD FLINDERS PARK SA 5025 OR PO BOX 1076 FLINDERS PARK SA 5025

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.

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.

The Australian Institute of Conveyancers (SA Division) (AICSA) provides information and operates a Public Advisory Service with respect to conveyancers and the conveyancing process, see www.aicsa.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 OF TITLE TO THE LAND

ANNEXURE A - PROPERTY INTEREST REPORT

ANNEXURE B - FIXED TERM RESIDENTIAL TENANCY AGREEMENT

ANNEXURE C - CITY OF ADELAIDE RESPONSE

ANNEXURE D - EMERGENCY SERVICES LEVY
LAND TAX CERTIFICATE
SA WATER - CERTIFICATE OF CHARGES

ANNEXURE E - STATEMENT PURSUANT TO SECTION 41 (STRATA TITLES ACT 1998) RESPONSE

ANNEXURE F - HOME FIRE SAFETY FACT SHEET - SMOKE ALARM LEGISLATION

ACKNOWLEDGEMENT OF RECEIPT

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

Dated this _____ Day of _____ 20____

Signature of purchaser(s)

	Signature		Signature
_____	Date	_____	Date

*(*Strike out whichever is not applicable)*

Form R3

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

Buyers information notice

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

Enjoyment

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

Value

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

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

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

CERTIFICATE OF TITLE

Forms Live Sign
Page: 30 / 136
e82ad005-a81d-46f0-878b-cab3ddc2de70

LAND SERVICES SA

Product	Register Search (CT 5165/981)
Date/Time	14/01/2025 09:59AM
Customer Reference	Francis
Order ID	20250114001959

REAL PROPERTY ACT, 1886
South Australia

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

REGISTRAR-GENERAL SOUTH AUSTRALIA

Certificate of Title - Volume 5165 Folio 981

Parent Title(s)	CT 5024/214				
Creating Dealing(s)	SC 7638854				
Title Issued	24/01/1994	**Edition**	6	**Edition Issued**	10/05/2022

Estate Type

FEE SIMPLE (UNIT)

Registered Proprietor

SHARON LEE ANNE FRANCIS
OF UNIT 4 22 GOVER STREET NORTH ADELAIDE SA 5006

Description of Land

UNIT 4 STRATA PLAN 4729
IN THE AREA NAMED NORTH ADELAIDE
HUNDRED OF YATALA

Easements

NIL

Schedule of Dealings

Dealing Number	Description
13779406	MORTGAGE TO WESTPAC BANKING CORPORATION (ACN: 007 457 141)

Notations

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

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

Forms Live Sign
Page: 31 / 136
e82ad005-a81d-46f0-878b-cab3ddc2de70

STRATA PLAN NUMBER

SP4729

ACCEPTED FOR DEPOSIT

pro Registrar-General

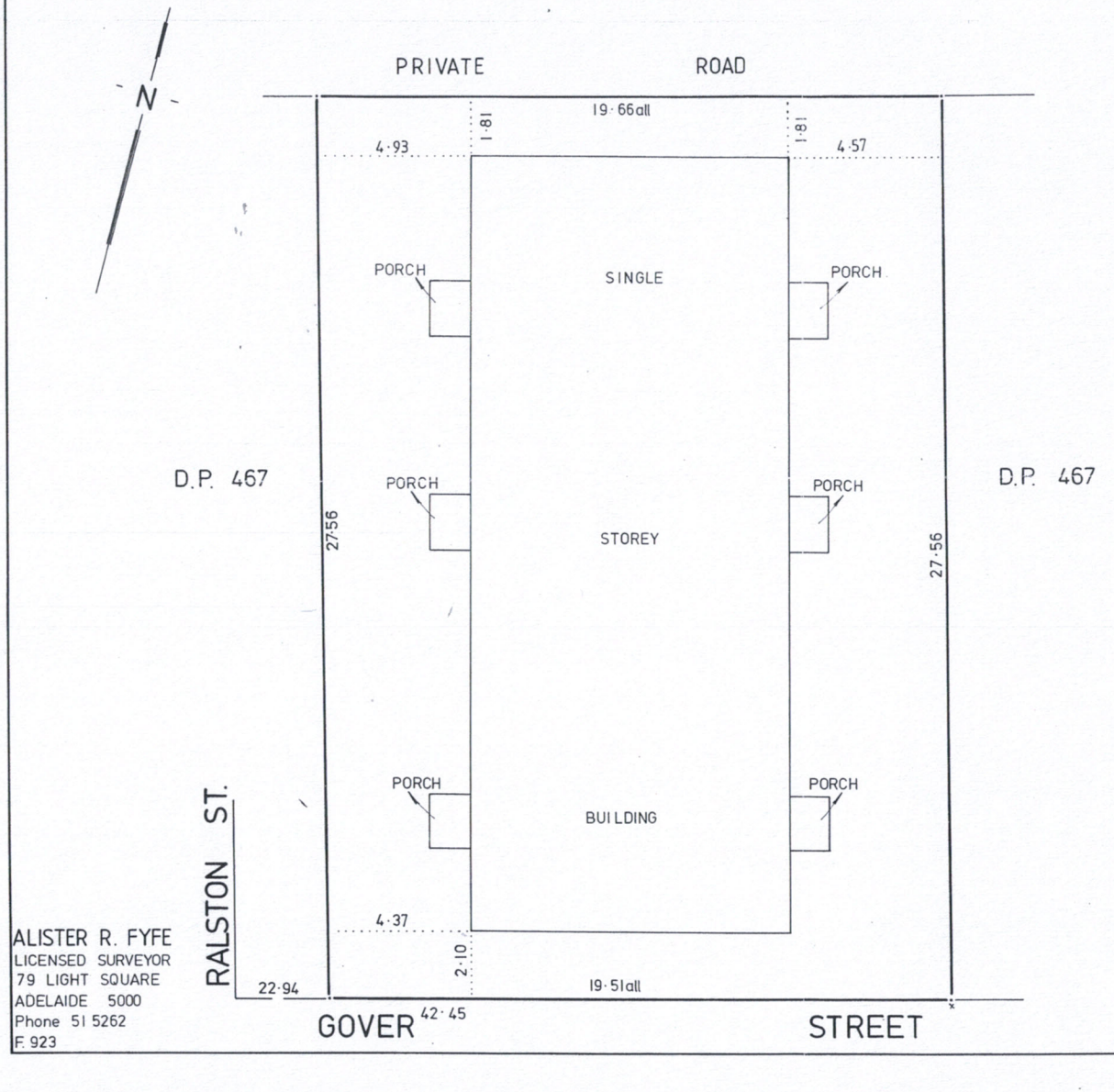
15/9/1981

Reference Map No.

COUNCIL

CITY OF ADELAIDE

THIS IS SHEET 1 OF 3 SHEETS



HUNDRED OF YATALA

CITY OF ADELAIDE

PT. TOWN ACRES 911 and 912

LOT. 6 and PT. LOTS. 5 and 7

in D.P. 467

IN THE AREA NAMED:~

NORTH ADELAIDE

COPY REDUCED 66⅔% OF ORIGINAL

SITE PLAN

SCALE

0 2 4 6 8 10m

C.T. 2942/42

AREA OF TITLE 539m²

Authority for data vide F.P.X 14561 (X 21909)

I, ALISTER ROSS FYFE, a Licensed Surveyor within the meaning of the Surveyors Act, 1975, do hereby certify:

1. that all the units and unit subsidiaries and all buildings and other structures depicted hereon are wholly comprised within the boundaries of the parcel delineated on this strata plan;
2. that this strata plan represents an accurate delineation of the units and unit subsidiaries 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 1st day of JUNE 1981

Licensed Surveyor

ALISTER R. FYFE
LICENSED SURVEYOR
79 LIGHT SQUARE
ADELAIDE 5000
Phone 51 5262
F. 923

LTO 12

Forms Live Sign
Page: 32 / 136
e82ad005-a81d-46f0-878b-cab3ddc2de70

STRATA PLAN NUMBER

SP4729

ACCEPTED FOR DEPOSIT

Wales.

pro Registrar-General

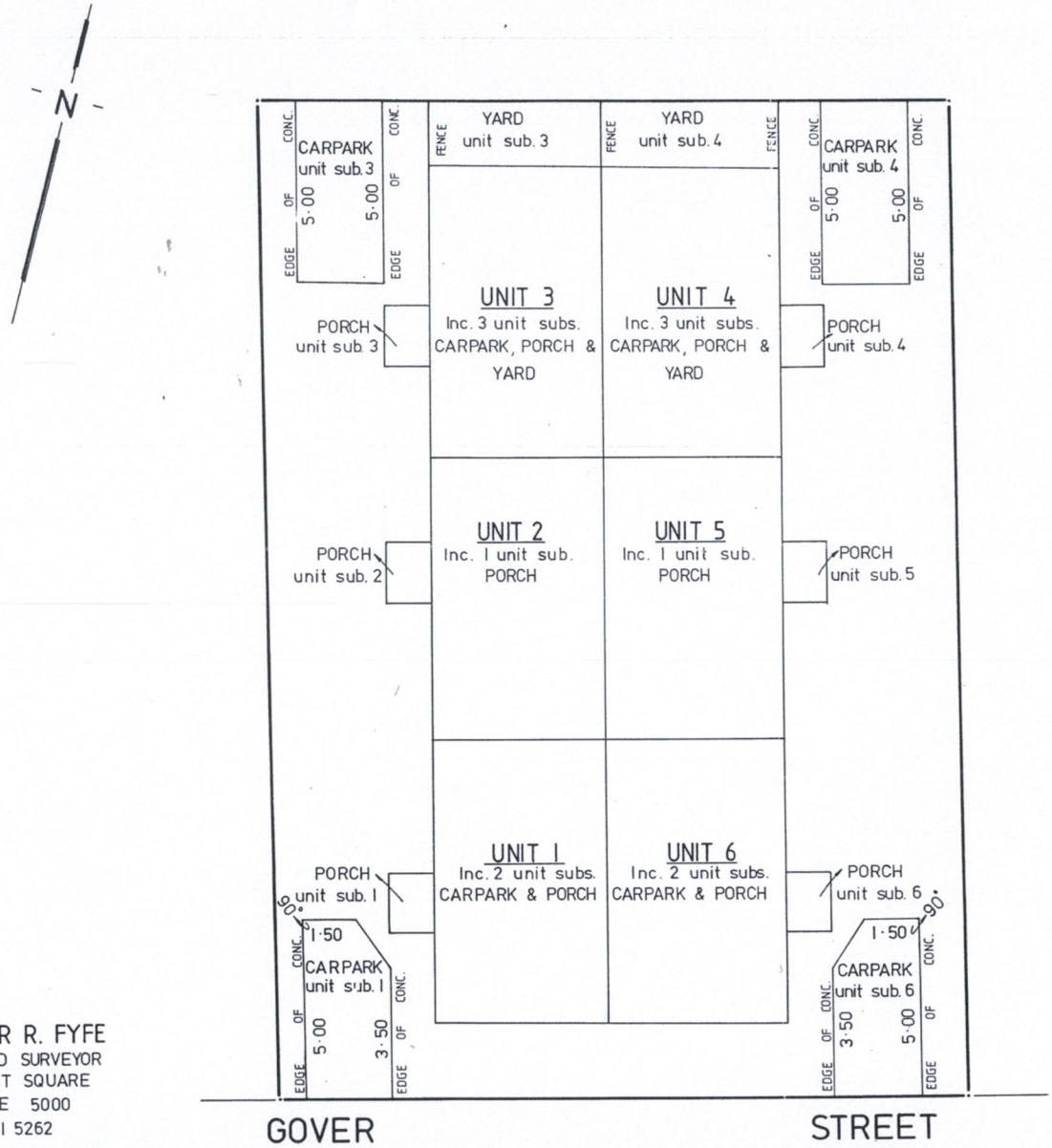
15/9/1981

Reference Map No.

COUNCIL

CITY OF ADELAIDE

THIS IS SHEET 2 OF 3 SHEETS



COPY REDUCED 66⅔% OF ORIGINAL

GROUND FLOOR PLAN

SCALE

0 2 4 6 8 10m

THE LOWER AND UPPER BOUNDARIES OF THE UNIT SUBSIDIARIES SHOWN AS YARD AND CARPARK ARE EXISTING GROUND LEVEL AND 3·00 metres ABOVE THE SAME EXCEPT WHERE LIMITED BY EXISTING EAVES.

THE BOUNDARY OF A UNIT SUBSIDIARY WHERE IT ABUTS A UNIT IS A PLANE PARALLEL TO AND 0·02 metres FROM THE OUTSIDE WALL OF THAT UNIT.

ALISTER R. FYFE
LICENSED SURVEYOR
79 LIGHT SQUARE
ADELAIDE 5000
Phone 51 5262
F. 923

SCHEDULE OF UNIT ENTITLEMENT

UNIT No.	UNIT ENTITLEMENT	CURRENT C's of T. VOLUME	CURRENT C's of T. FOLIO
1	18		
2	16		
3	17		
4	17		
5	15		
6	17		
AGGREGATE	100		

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

STRATA PLAN NUMBER

SP4729

Authenticated vide
Application No. 4766845
and Accepted for Deposit

J Hales.

pro Registrar-General
15/9/1981

THIS IS SHEET 3 OF 3 SHEETS

Forms Live Sign
Page: 33 / 136
e82ad005-a81d-46f0-878b-cab3ddc2de70

ANNEXURE A

PROPERTY INTEREST REPORT

Property Interest Report

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

Title Reference	CT 5165/981	**Reference No.**	2639514
Registered Proprietors	S L*FRANCIS	**Prepared**	14/01/2025 09:59
Address of Property	Unit 4, 22 GOVER STREET, NORTH ADELAIDE, SA 5006		
Local Govt. Authority	THE CORPORATION OF THE CITY OF ADELAIDE		
Local Govt. Address	GPO BOX 2252 ADELAIDE SA 5001		

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 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 Adult Entertainment Premises - will investigate locations where "Adult Entertainment Premises" and "Adult Products and Services Premises", as defined in the Planning and Design Code, are either suitable or unsuitable. 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 Festival Plaza – The Chief Executive is proposing to review planning policy applying to the Riverbank Precinct in the affected area to ensure the Planning and Design Code suitably aligns with future strategic land use and is capable of delivering desired built form outcomes. The site of the proposed development is located within the City Riverbank Zone. This code amendment reviews the policy of the City Riverbank Zone (Entertainment Subzone) to ensure the most can be made of the site. 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 Historic Area Statement Update - The City of Adelaide is proposing to undertake investigations and update the Historic Area Statements within the City of Adelaide. The updates will ensure the statements contain relevant and clear information to enable effective and efficient decision-making by heritage experts and planners during development assessment. No changes to the boundaries of the Historic Areas are proposed. 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 for further information or phone PlanSA 1800 752 664. Code Amendment Accommodation Diversity - The State Planning Commission is proposing refinements to policy to provide more flexibility in housing design to encourage housing choices to meet the needs of South Australians. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal: https://plan.sa.gov.au/have_your_say/general_consultations or phone PlanSA on 1800 752 664. Code Amendment Assessment Improvements - proposes a series of technical amendments to the Code informed through the experience of planning practitioners and other users to improve assessment outcomes. The Code Amendment forms part of the Government of South Australia's response to the Planning System Implementation Review; it will implement some of the recommendations of the Expert Panel that were supported by the Government. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal: https://plan.sa.gov.au/have_your_say/general_consultations or phone PlanSA on 1800 752 664.
29.2	section 127 - Condition (that continues to apply) of a development authorisation *[**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.

Forms Live Sign
Page: 49 / 136
e82ad005-a81d-46f0-878b-cab3ddc2de70

LAND SERVICES SA

Product	Title and Valuation Package
Date/Time	14/01/2025 09:59AM
Customer Reference	Francis
Order ID	20250114001959

Certificate of Title

Title Reference	CT 5165/981
Status	CURRENT
Easement	NO
Owner Number	19258327
Address for Notices	UNIT 1, 64 TUSMORE AV TUSMORE, SA 5065
Area	NOT AVAILABLE

Estate Type

Fee Simple (Unit)

Registered Proprietor

SHARON LEE ANNE FRANCIS
OF UNIT 4 22 GOVER STREET NORTH ADELAIDE SA 5006

Description of Land

UNIT 4 STRATA PLAN 4729
IN THE AREA NAMED NORTH ADELAIDE
HUNDRED OF YATALA

Last Sale Details

Dealing Reference	TRANSFER (T) 13005971
Dealing Date	15/10/2018
Sale Price	$327,000
Sale Type	FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
MORTGAGE (CHANGE OF PROPRIETOR NAME)	13779406	WESTPAC BANKING CORPORATION (ACN: 007 457 141)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
0222579302	CURRENT	Unit 4, 22 GOVER STREET, NORTH ADELAIDE, SA 5006

Notations

Dealings Affecting Title

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

NIL

Notations on Plan

NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	0222579302
Type	Site & Capital Value
Date of Valuation	01/01/2024
Status	CURRENT
Operative From	01/07/1982
Property Location	Unit 4, 22 GOVER STREET, NORTH ADELAIDE, SA 5006
Local Government	ADELAIDE
Owner Names	SHARON LEE ANNE FRANCIS
Owner Number	19258327
Address for Notices	UNIT 1, 64 TUSMORE AV TUSMORE, SA 5065
Zone / Subzone	CL - City Living \ NALI - North Adelaide Low Intensity
Water Available	Yes
Sewer Available	Yes
Land Use	1310 - Ground Floor Home Unit Only
Description	3H/UNIT CPK
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
S4729 UNIT 4	CT 5165/981

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	$265,000	$385,000			
Previous	$240,000	$360,000			

Building Details

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

Forms Live Sign
Page: 51 / 136
e82ad005-a81d-46f0-878b-cab3ddc2de70

Valuation Number	0222579302
Building Style	Conventional
Year Built	1960
Building Condition	Very Good
Wall Construction	Brick
Roof Construction	Tiled (Terra Cotta or Cement)
Equivalent Main Area	40 sqm
Number of Main Rooms	3

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

Forms Live Sign
Page: 52 / 136
e82ad005-a81d-46f0-878b-cab3ddc2de70

LAND SERVICES SA

Product	Historical Search
Date/Time	14/01/2025 09:59AM
Customer Reference	Francis
Order ID	20250114001959

Certificate of Title

Title Reference: CT 5165/981

Status: CURRENT

Parent Title(s): CT 5024/214

Dealing(s) Creating Title: SC 7638854

Title Issued: 24/01/1994

Edition: 6

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
05/05/2022	10/05/2022	13779406	MORTGAGE (CHANGE OF PROPRIETOR NAME)	REGISTERED	WESTPAC BANKING CORPORATION (ACN: 007 457 141), New Proprietor Name: SHARON LEE ANNE FRANCIS
05/05/2022	10/05/2022	13779405	DISCHARGE OF MORTGAGE	REGISTERED	13005972
18/10/2018	30/10/2018	13005972	MORTGAGE	REGISTERED	AUSTRALIA & NEW ZEALAND BANKING GROUP LTD. (ACN: 005 357 522)
18/10/2018	30/10/2018	13005971	TRANSFER	REGISTERED	SHARON LEE-ANNE FRANCIS
01/11/2001	13/11/2001	9208069	DISCHARGE OF MORTGAGE	REGISTERED	7883829
07/03/1995	11/04/1995	7883829	MORTGAGE	REGISTERED	NATIONAL AUSTRALIA BANK LTD.
07/03/1995	11/04/1995	7883828	TRANSFER	REGISTERED	KATHLEEN DAWN TOMS
07/03/1995	11/04/1995	7883827	DISCHARGE OF MORTGAGE	REGISTERED	7638855
06/01/1994	27/01/1994	7638855	MORTGAGE	REGISTERED	AUSTRALIA & NEW ZEALAND BANKING GROUP LTD.

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

Forms Live Sign
Page: 53 / 136
e82ad005-a81d-46f0-878b-cab3ddc2de70

Product	Check Search
Date/Time	14/01/2025 09:59AM
Customer Reference	Francis
Order ID	20250114001959

Certificate of Title

Title Reference: CT 5165/981

Status: CURRENT

Edition: 6

Dealings

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

Priority Notices

NIL

Registrar-General's Notes

No Registrar-General's Notes exist for this title

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

ANNEXURE B

FIXED TERM
RESIDENTIAL TENANCY AGREEMENT

nest conveyancing

000003109466

Section 48 Notice
This notice is to be retained by the Tenant

Information to be provided by landlords to tenants

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

1. **AGENT:** Company Name/Legal Entity: Klemich Property Management Pty Ltd
   Company Representative: Martina Claus
   ABN (if applicable): 27 644 615 798 RLA No: 307834
   Street 1: 1/245 Fullarton Rd
   Street 2:
   Suburb: EASTWOOD State: SA Postcode: 5063
   Telephone: W: 0400 155 596 M: 0400155596
   Email: martina@klemich.com.au

   Address for service of documents if different to above:

2. **LANDLORD 1:** Full Name: Sharon Francis
   Address for service of documents for Landlord 1 (cannot be Agent's address for service):
   Street 1: 1/8 Barker Grove
   Street 2:
   Suburb: Toorak Gardens State: SA Postcode: 5065
   ABN (if applicable):

   LANDLORD 2: Full Name:
   Address for service of documents for Landlord 2 if different from Landlord 1 (cannot be Agent's address for service):
   Street 1:
   Street 2:
   Suburb: State: Postcode: 5038
   ABN (if applicable):

   If landlord is a company, address of registered office of the company if different to above:
   Street 1:
   Street 2:
   Suburb: State: Postcode:

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

3. **PERSON(S) WITH SUPERIOR TITLE TO LANDLORD** (if applicable)
   Street 1:
   Street 2:
   Suburb: State: Postcode:
   ABN (if applicable):

INITIALS
Initials not required if using electronic signature

APPROVED BY THE REAL ESTATE INSTITUTE OF SOUTH AUSTRALIA FOR THE EXCLUSIVE USE OF REISA MEMBERS © REISA 2024

Section 48 Notice
This notice is to be retained by the Tenant

4. **EMBEDDED ELECTRICITY NETWORK** (if applicable)

An embedded network is when the electrical wiring is configured in such a way as to allow the owner of the site to sell energy to all the tenants and residents based there. This can be found in apartment blocks, retirement villages, shopping centres and caravan parks.

The owner of the site that has an embedded network will usually buy energy from a energy retailer and then 'onsell' the energy to the different consumers at the site.

In many cases, the electricity will be cheaper than what is available from an authorised retailer. In addition, you have the following consumer protections:

- Flexible payment options if you are experiencing financial difficulty
- Clear and set time frames for receiving and paying bills
- Complaints handling arrangements
- Energy charges that are no higher than the standing offer prices that a local area retailer can charge contracted consumers
- Clear and reasonable disconnection procedures.

You may also have the option to buy your electricity from an authorised energy retailer if you so wish.

RETAILER FOR THE EMBEDDED NETWORK

Name:		ABN:	
Website address:			
Phone:		Email:	
Applicable electricity tariffs:			

METERING ARRANGEMENTS AND POTENTIAL COSTS

N/A

COST APPORTIONMENT PER KILOWATT HOUR FOR BUNDLED UTILITIES

N/A

INITIALS
Initials not required if using electronic signature

APPROVED BY THE REAL ESTATE INSTITUTE OF SOUTH AUSTRALIA FOR THE EXCLUSIVE USE OF REISA MEMBERS © REISA 2024

Residential Tenancy Agreement: Schedule

klemich property management

REISA

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

1. **AGENT:** Company Name/Legal Entity: Klemich Property Management Pty Ltd

Company Representative: Martina Claus

ABN (if applicable): 27 644 615 798 RLA No: 307834

Street 1: 1/245 Fullarton Rd

Street 2:

Suburb: EASTWOOD State: SA Postcode: 5063

Telephone: W: 0400 155 596 M: 0400155596

Email: martina@klemich.com.au

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

2. **LANDLORD 1:** Full Name: Sharon Francis

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

Street 1: 1/8 Barker Grove

Street 2:

Suburb: Toorak Gardens State: SA Postcode: 5065

ABN (if applicable):

LANDLORD 2: Full Name:

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

Street 1:

Street 2:

Suburb: State: Postcode: 5038

ABN (if applicable):

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

3. **TENANT 1:** Full Name: Sue Thomson Telephone: 0414 041 686

Email address for service of documents: suenov2@gmail.com

TENANT 2: Full Name: Telephone:

Email address for service of documents:

TENANT 3: Full Name: Telephone:

Email address for service of documents:

TENANT 4: Full Name: Telephone:

Email address for service of documents:

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

4. **PREMISES**

Street 1: 4/22 Gover St

Street 2:

Suburb: North Adelaide State: SA Postcode: 5006

5. **TERM**

☑ Fixed: Commencement Date: 10 / 07 / 2024 End Date: 09 / 07 / 2025

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

INITIALS
Initials not required if using electronic signature

APPROVED BY THE REAL ESTATE INSTITUTE OF SOUTH AUSTRALIA FOR THE EXCLUSIVE USE OF REISA MEMBERS © REISA 2024

Residential Tenancy Agreement: Schedule

klemich property management

REISA

6. RENT

Amount: Words: four hundred dollars $ 400.00

Per (period): week

Payable in advance: ☐ Weekly ☑ Fortnightly ☐ Calendar monthly

Payments: First Payment of $ 800.00 on 10 / 07 / 2024 with the

next payment of $ 800.00 on 24 / 07 / 2024

and thereafter: $ 800.00 on the Wednesday of each fortnight

Payment Method: ☑ Internet Transfer ☐ BPAY ☐ Other please always use reference code 100154

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

7. BOND

Words: one thousand and six hundred dollars $ 1600.00

8. OUTGOINGS (Clause 3.1.3)

☑ All water usage costs adjusted for the period of tenancy

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

☑ All water supply charges adjusted for the period of tenancy

☐ No charge for water

☐ Other *(specify)*

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

Service	Apportionment
water	group share divided by number of units in group

9. INSURANCE (Clause 3.1.13)

Responsibility for insurance of the premises ☑ Landlord

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

10. EXCLUSION OF ANY PART OF PROPERTY

Parts of property not included in this agreement:

11. REPAIR INSTRUCTIONS

☑ Always contact Agent

☐ Nominated contact

Contact 1:

Name: Telephone:

Contact 2:

Name: Telephone:

INITIALS

Initials not required if using electronic signature

APPROVED BY THE REAL ESTATE INSTITUTE OF SOUTH AUSTRALIA FOR THE EXCLUSIVE USE OF REISA MEMBERS © REISA 2024

000003109466

Residential Tenancy Agreement: Schedule

klemich property management

REISA

12. ADDITIONAL CONDITIONS

☐ N/A ☑ As detailed below ☐ See annexure

Airconditioning filters of split systems have to be vacuumed/brushed regularly.

INITIALS
Initials not required if using electronic signature

APPROVED BY THE REAL ESTATE INSTITUTE OF SOUTH AUSTRALIA FOR THE EXCLUSIVE USE OF REISA MEMBERS © REISA 2024

Residential Tenancy Agreement: Terms and Conditions

klemich property management

REISA

1. AGREEMENT

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

2. DEFINITIONS AND INTERPRETATION

In this Agreement, unless a contrary intention appears:

2.1 "Act" means the *Residential Tenancies Act 1995*;

2.2 "Agent" means the person or organisation specified in Item 1 of the Schedule;

2.3 "Ancillary Property" means the property identified or specified in the Inspection Sheet;

2.4 "Bond" means the amount specified in Item 7 of the Schedule;

2.5 "Landlord" means the person or organisation specified in Item 2 of the Schedule;

2.6 “Members” are the individuals and entities which hold current subscription and membership with REISA including but not limited to real estate agents;

2.7 "Personal information" is information as defined by the *Privacy Act 1988*;

2.8 "Premises" means the premises the subject of this Agreement specified in Item 4 of the Schedule;

2.9 “REISA” or “We” or “Us” means the Real Estate Institute of South Australia Limited;

2.10 "Property" means the Premises and the Ancillary Property (if any);

2.11 "Rent" means the amount specified in Item 6 of the Schedule and/or as varied in accordance with this Agreement;

2.12 “Tenancy” means the duration of the occupancy or possession of the Property by this Agreement;

2.13 "Tenant" means the person or organisation specified in Item 3 of the Schedule;

2.14 "Term" means the period this Agreement remains in force specified in Item 5 of the Schedule.

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

3. TENANT'S RIGHTS AND OBLIGATIONS

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

3.1.1 pay the Rent to the Agent in full in the manner and at the times specified in Item 6 of the Schedule, unless the Agent has given the Tenant a notice in writing setting out an alternative method;

3.1.2 pay the Bond to the Agent;

3.1.3 pay all outgoings of the Property to the Agent including gas, electricity, telephone and oil, together with rates and charges for water specified in Item 8 of the Schedule, within fourteen (14) days of receipt of a notice for payment;

3.1.4 keep the Property clean and secure, immediately notify the Landlord or the Agent of any damage to the Property and immediately report to the Landlord or the Agent any breakdown or fault in the equipment, electrical, smoke detectors or plumbing services in or on the Property;

3.1.5 pay the cost of repair to "the Plumbing" (as defined in clause 3.2.3) when damage to it is as a result of a breach by the Tenant of this Agreement;

3.1.6 keep the Property clear of rubbish, place household rubbish in a bin of the type approved by the local council, put the bin out for collection on the day of collection and retrieve it as soon as possible after it has been emptied;

3.1.7 regularly mow the lawn, weed and water the garden to at least maintain any garden that is part of the Property to the same standard as applied at the commencement of the Term;

3.1.8 keep all drains clear and not intentionally nor negligently do anything that will interfere with the proper operation of any Plumbing or drainage system on the Property;

3.1.9 use the Premises solely as a place of residence;

3.1.10 pay the cost of any repairs necessary because of damage to the Property as the result of an act or omission of the Tenant or any invitee of the Tenant;

3.1.11 return to the Agent's office the completed Inspection Sheet required by the Regulations under the Act within fourteen (14) days of the commencement of the Term, together with details of any disputed item on that Inspection Sheet;

3.1.12 where the Property includes a swimming pool or spa:

3.1.12.1 supply and bear the cost of all necessary labour, chemicals and treatments to maintain the present condition of the swimming pool or spa;

3.1.12.2 observe any instructions from the Landlord about the use or maintenance of the swimming pool or spa, including the correct chemical levels;

3.1.12.3 not drain the swimming pool or spa without prior written consent of the Landlord;

3.1.12.4 advise the Landlord or the Agent immediately upon becoming aware of any equipment, including fences or gates, being damaged or malfunctioning or of the condition of the pool or spa deteriorating such that remedial treatment is required;

3.1.13 effect and maintain any policy of insurance specified in Item 9 of the Schedule during the Term and, on demand, produce to the Landlord or the Agent a certificate of currency for that insurance;

INITIALS
Initials not required if using electronic signature

APPROVED BY THE REAL ESTATE INSTITUTE OF SOUTH AUSTRALIA FOR THE EXCLUSIVE USE OF REISA MEMBERS © REISA 2024

Residential Tenancy Agreement: Terms and Conditions

3.1.14 indemnify and keep indemnified the Landlord and the Agent in respect of loss incurred or suffered as a result of any breach of this Agreement by the Tenant or any negligent act arising from the Tenant's use of the Property:

3.1.14.1 this indemnity includes, without limitation, loss due to bodily injury, sickness, or death or loss, destruction or damage to property;

3.1.14.2 this indemnity survives the expiration or termination of this Agreement.

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

3.2.1 use, cause or permit the Property to be used for an illegal or unauthorised purpose;

3.2.2 intentionally or negligently cause or allow others to intentionally or negligently damage the Property (including by driving nails, plugs or screws or fixing any adhesive material to any part of the Property);

3.2.3 use any sink, basin, bath, lavatory, drain or similar facility ("the Plumbing") in or connected to the Property for other than their intended purpose;

3.2.4 damage the Plumbing or the drainage or sewerage systems of the Property;

3.2.5 affix any fixture or make any renovation, alteration or addition to the Property;

3.2.6 remove or alter any fixture or device on the Property;

3.2.7 cause or permit a nuisance or any interference with the reasonable peace, comfort or privacy of any person who resides in the immediate vicinity of the Property;

3.2.8 assign this tenancy or sublet the Property. The Landlord may charge their reasonable expenses to the Tenant in giving consent to or considering an application for consent from the Tenant to sublet the Property or assign their interest in the tenancy;

3.2.9 affix any television antenna, cable TV or satellite dish to the Property;

3.2.9.1 it is acknowledged by the tenant that the landlord and/or the agent do not represent or guarantee that a telephone line or a television aerial is connected to the Premises, even if one or more telephone / aerial plug/s is located in the Premises;

3.2.10 install any air-conditioning unit on or in the Premises;

3.2.11 keep any animals (including reptiles, mammals, birds, poultry or fish) on the Property;

3.2.12 permit any bicycle or motor cycle to be brought into the living areas of the Premises or left anywhere in or near the Premises other than in an agreed parking place;

3.2.13 place any advertisement, notice or sign on or in the Property;

3.2.14 interfere with any machinery, plant or equipment belonging to the Landlord on the Property other than to operate it in accordance with the Landlord's or the manufacturer's instructions;

3.2.15 alter, remove or add any locks or other security devices to the Property. In the event consent is granted, the Tenant must supply any key, device or updated security code to the Agent as soon as practicable;

3.2.16 cause or permit smoking within the Premises.

3.3 Where the Premises are a unit or lot under the *Strata Titles Act 1988* or the *Community Titles Act 1996* or are comprised in another form of multiple dwelling, the Tenant must not breach or permit a breach of the applicable Act or the Articles/By Laws of the Corporation made under that Act, or (in regard to other premises) of any Articles or Rules that apply and in particular must not:

3.3.1 park any motor vehicle or motor cycle in any place other than an allotted parking space;

3.3.2 deposit any rubbish around the Property or any neighbouring properties other than in a bin provided for the purpose;

3.3.3 place any pot or plant container or personal items on any window sill, balustrade, balcony or passageway or in any common areas;

3.3.4 hang washing anywhere other than in areas provided for that purpose;

3.3.5 use any communal laundry outside the times set by the Corporation.

4. LANDLORD'S RIGHTS AND OBLIGATIONS

4.1 Subject to the Act, the Landlord must:

4.1.1 provide the Property in a reasonable state of cleanliness;

4.1.2 provide and maintain the Property in a reasonable state of repair having regard to its age, character and prospective life, however the Landlord will not be regarded as being in breach of the obligation to repair unless the Landlord has been given written notice by the Tenant of the defect requiring repair and the Landlord fails to act with reasonable diligence to have the defect repaired;

4.1.3 provide and maintain such locks and other devices as are necessary to ensure that the Property is reasonably secure;

4.1.4 pay all rates, taxes and charges imposed in respect of the Property other than rates and charges for water that are agreed to be paid by the Tenant and specified in Item 8 of the Schedule;

4.1.5 allow the Tenant to have quiet enjoyment of the Property during the Term.

4.2 The Landlord must not:

4.2.1 cause or permit any interference with the reasonable peace, comfort or privacy of the Tenant in the use by the Tenant of the Property;

INITIALS
Initials not required if using electronic signature

APPROVED BY THE REAL ESTATE INSTITUTE OF SOUTH AUSTRALIA FOR THE EXCLUSIVE USE OF REISA MEMBERS © REISA 2024

Residential Tenancy Agreement: Terms and Conditions

4.2.2 except where the Tenant is in default of this Agreement, alter, remove or add any lock or device of the type referred to in clause 4.1.3 without the Tenant's written or verbal consent.

4.3 Subject to the Act, the Landlord may increase the Rent and Bond during the Term, even if this Agreement is for a fixed term. If the Agreement is for a fixed term, any rent increase during the Term must be either by mutual agreement or in accordance with clause 4.4.

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

4.4.1 the rent will be increased to $ _____ per _____ on ___ / ___ / _____ ;

and to $ _____ per _____ on ___ / ___ / _____ ; or

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

_____

5. TERMINATION AND HOLDING OVER

The Landlord and Tenant agree:

5.1 this Agreement may only be terminated in accordance with the Act;

5.2 subject to clause 5.3, the Landlord may terminate this Agreement on seven (7) days notice to the Tenant if the Tenant breaches it in any respect whatsoever;

5.3 where the Landlord proposes to give a notice terminating this Agreement for non-payment of rent, the Rent must have been in arrears for at least fourteen (14) days before a notice of termination can be given;

5.4 if, with the approval of the Landlord, the Tenant remains in occupation of the Property after the expiration of the Term, this Agreement continues until determined by either party in accordance with the Act;

5.5 if the Tenant breaches this Agreement during its Term, and the Landlord re-lets the Property, then the Tenant will pay to the Agent the Landlord's reasonable re-letting costs including advertising, letting fee and any out of pocket expenses, together with the Rent to the date on which the Tenant is released (if applicable) from this Agreement;

6. COPYRIGHT AND INTELLECTUAL PROPERTY

The material in this Agreement is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the content, compilation and/or data inserted into the Agreement are owned or controlled for these purposes, and are reserved, by Us.

7. PRIVACY

7.1 We respect your right to privacy and are committed to safeguarding your privacy. We adhere to the Australian Privacy Principles contained in the Privacy Act 1988.

7.2 The Personal Information the Tenant provides in this Agreement, on other documents or collected from other sources including by being entered into forms generation software and /or on websites is necessary for the Agent to manage the Tenant's performance of its obligations under the Agreement and the Tenancy in general.

7.3 Personal information collected and stored about the Tenant prior to, during the course of the Tenancy and immediately following its termination or expiry or information already held on residential tenancy databases may be disclosed for the purpose for which it was collected to other parties including to the Landlord, referees, other agents, and third party operators of residential tenancy databases. If the Tenant fails to comply with its obligations under this Agreement, this fact and other relevant Personal Information collected about the Tenant may also be disclosed to the Landlord, third party operators of residential tenancy databases and/or other agents.

7.4 The Agent collects, stores and manages your Personal Information in accordance with its own privacy policy and/or practices.

7.5 By signing this Application, You expressly consent to the collection and use of the Personal Information as provided for in this Clause 7.

7.6 You authorise Us to collect, use and disclose Personal Information about you for the primary purpose of the supply or proposed supply to you of services and in accordance with our privacy policy available at www.reisa.com.au.

8. ELECTRONIC COMMUNICATION

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

9. ADDITIONAL CONDITIONS

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

10. GENERAL

10.1 This Agreement is governed by and construed in accordance with the laws from time to time in force in South Australia and the parties submit to the non-exclusive jurisdiction of the Courts of this State.

10.2 If any provision of this Agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable in law, then in such case the parties hereby request and direct such court to sever such provision from this Agreement.

INITIALS
Initials not required if using electronic signature

APPROVED BY THE REAL ESTATE INSTITUTE OF SOUTH AUSTRALIA FOR THE EXCLUSIVE USE OF REISA MEMBERS © REISA 2024

Residential Tenancy Agreement: Execution Page

EXECUTED AS AN AGREEMENT

The Tenant(s) acknowledge receipt of:

- [x] Section 48 Notice
- [x] A copy of this Agreement
- [x] Information Brochure *(Residential Tenancies Act 1995)*
- [ ] Property Condition Report (2 copies)
- [ ] Manufacturers' Manuals – refer Annexure
- [ ] Additional fees and charges - refer Annexure
- [ ] Additional Conditions Annexure
- [ ] Number of Keys
- [ ] Number of Remote control devices
- [x] Strata Articles
- [ ] Community Title By-laws
- [ ] Statutory Notice for Short Term Tenancy
- [ ] Other
- [ ] Other

Signed by Tenant 1 Sue Thomson Date: 02/07/2024

Tenant Name Sue Thomson

Signed by Tenant 2 Date:

Tenant Name

Signed by Tenant 3 Date:

Tenant Name

Signed by Tenant 4 Date:

Tenant Name

Signed by or on behalf of Landlord Date: 02/07/2024

- [x] Agent as authorised
- [ ] Landlord

Note:

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

NOTE: ALL PARTIES SHOULD INITIAL ALL PAGES

APPROVED BY THE REAL ESTATE INSTITUTE OF SOUTH AUSTRALIA FOR THE EXCLUSIVE USE OF REISA MEMBERS © REISA 2024

Forms Live Sign
Page: 64 / 136
24, 12:53PM
e82ad005-a81d-46f0-878b-cab3ddc2de70
b19652c2c66

ANNEXURE B -
RESIDENTIAL PROPERTY TENANCY AGREEMENT

klemich property management

REISA

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

ITEM	DESCRIPTION:
	STRATA TITLES ACT 1988 SCHEDULE 3 Articles of a 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; (b)must not use the common property in a manner that interferes with the use and enjoyment of the common property by other members of the strata community, their customers, clients or visitors; (c)must not make, or allow his or her customers, clients or visitors to interfere, with others in the enjoyment of their rights in relation to units or the 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 corporations 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 the outside of 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 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 any other dangerous substance. 11.A person bound by these articles: (a)must maintain within the unit, or on part of the common property set aside 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. I/We the undersigned have read and have a clear understanding of the special conditions listed above. I/W have been made aware that these conditions form part of our Tenancy Agreement and that should we fail to adhere to any one of these conditions we will be considered to be in breach of our agreement and responsible for any/all costs or damages which may result. tenant signature .....

INITIALS

Initials not required if using electronic signature

APPROVED BY THE REAL ESTATE INSTITUTE OF SOUTH AUSTRALIA FOR THE EXCLUSIVE USE OF REISA MEMBERS © REISA 2014

Forms Live Sign
Page: 65 / 136 24, 12:53PM
e82ad005-a81d-46f0-878b-cab3ddc2de70 b19652c2c66

INFORMATION BROCHURE

The information in this brochure is a summary of the Residential Tenancies Act 1995, it does not replace it.

The *Residential Tenancies Act 1995* requires that a landlord or agent must give the tenant this information brochure at the time that a residential tenancy agreement is entered into.

This brochure sets out the general rights and obligations of landlords and tenants in respect of all residential tenancy agreements in South Australia.

A residential tenancy agreement is formed when a person (landlord/agent) gives another person (tenant), the right to occupy premises in return for payment.

Forms Live Sign
Page: 66 / 136 24, 12:53PM
e82ad005-a81d-46f0-878b-cab3ddc2de70 b19652c2c66

The landlord/tenant relationship...

Landlords and tenants both have rights and obligations when a tenancy agreement is entered into. **Some of these rights and obligations cannot be changed, even if there is a mutual agreement made between the parties.** This brochure outlines the main requirements of both parties, for full details on rights and responsibilities; refer to the *Residential Tenancies Act 1995 (*the Act*).* If you have a query about your rights or responsibilities, contact Consumer and Business Services (CBS) on 131 882, or visit the Customer Service Centre at 91 Grenfell Street, Adelaide.

The landlord/tenant relationship begins when a landlord agrees to rent residential premises to a tenant. "Premises" includes the land and buildings contained on it, and all things provided for use by the tenant. However, a landlord and tenant may agree at the beginning of the tenancy to exclude certain parts of the premises as being for the landlord's use only.

A tenancy agreement can be written, verbal or even implied. It does not need to be in writing to be binding. If parties wish to enter into a written agreement, a copy of a standard lease agreement is available free from CBS, or from www.sa.gov.au/tenancy/privaterentalforms

The landlord must pay any cost associated with the preparation of a written lease. There is to be no cost to the tenant.

The landlord is obliged to...

- inform prospective tenants of any intention to sell the property;
- provide the tenant with a written notice setting out the agent/landlord contact details;
- provide the tenant with a copy of the lease agreement if the landlord has required the tenant to sign a written agreement;
- complete and provide two signed inspection sheets and a copy of this information brochure to the tenant at the commencement of the tenancy;
- provide manuals, or written, or oral instructions for the operation of domestic appliances e.g. air conditioner. Domestic appliances must also be listed in the tenancy agreement;
- allow the tenant to pay rent by at least one means that doesn't involve the payment of cash, or the use of a rent collection agency;
- provide the premises in a clean and reasonable state;
- keep proper rent records and give proper receipts for any money received from the tenant. *If the tenant pays rent into an account that is kept by the landlord or agent at a financial institution and the landlord or agent keeps a written record containing the information normally required on a receipt, a receipt does not have to be given to the tenant;*
- pay charges for water usage and supply as agreed between the landlord and the tenant. In the absence of an agreement if the water supply is separately metered, the tenant is responsible to pay for all water usage and the water supply charge. If there are multiple properties on one meter, a special clause must be included in the lease agreement outlining how water charges are to be determined. *Sewerage charges are always the responsibility of the landlord*;
- pay council rates, land tax charges, sewerage charges and any levies;
- maintain and repair the premises (having regard to their age, character and prospective life);
- allow the tenant peace, comfort and privacy;
- provide and maintain locks to ensure the premises are reasonably secure.

The tenant is obliged to...

- pay the rent on time. *If the tenant receives a Centrelink payment, the landlord may agree for the rent to be paid using Centrepay. (For details on Centrepay contact the nearest Centrelink Office). If rent is paid electronically, it will be taken to be paid on the date the money is received in the landlord's account;*
- keep the premises in a reasonable state of cleanliness;
- pay charges for water usage and supply as agreed between the landlord and the tenant. In the absence of an agreement, if the water supply is separately metered, the tenant is responsible to pay for all water usage and the water supply charge. If there are multiple properties on one meter, a special clause must be included in the lease agreement outlining how water charges are to be determined. *Sewerage charges and any levies are always the responsibility of the landlord*;
- not intentionally or negligently cause or allow damage to be caused to the premises;
- notify the landlord of damage to the premises;
- notify the landlord when repairs are needed;
- not use the premises, or allow them to be used, for any illegal purpose;
- not cause or allow a nuisance or interference with the reasonable peace, comfort and privacy of anyone else living in the immediate vicinity of the premises;
- not fit any fixtures or make any alterations to the premises (including picture hooks, shelves and fences) without the landlord's permission.

Landlord's right of entry to rented premises...

- in an emergency;
- at a time previously arranged with the tenant, but not more often than once every week to collect rent;
- to inspect the premises (not more often than once every four weeks) after giving seven to fourteen days **written notice** specifying the date, purpose of entry and an entry period of up to two hours;
- to carry out garden maintenance at the request of the tenant, or at a time previously arranged with the tenant no more than 7 days before the day of entry, or after giving seven to fourteen days **written notice**;
- to carry out necessary repairs (other than in an emergency) or maintenance (other than garden maintenance) at the request of the tenant or after giving at least 48 hours' notice;
- to show the premises to prospective tenants at the request of the tenant, or after giving reasonable notice to the tenant during the last 28 days of a tenancy;
- at a time agreed by the tenant, or after giving reasonable notice to the tenant to show the premises to prospective purchasers no more than twice weekly;
- to determine whether a breach has been remedied after the landlord has given the tenant notice of a breach of agreement. No less than 7 and no more than 14 days **written notice on a prescribed form** must be given;
- if it is believed on a reasonable ground that the tenant has abandoned the premises;
- for some other genuine purpose after giving seven to fourteen days **written notice** specifying the date, time and purpose of entry, or with the consent of the tenant.

All entries, unless agreed, must take place between normal hours i.e. 8am and 8pm on any day other than a Sunday or public holiday.

At the beginning of a tenancy...

A landlord has the right to choose a suitable tenant. Under the Act, it is illegal to discriminate against tenants with children. **This does not apply if the landlord or agent lives in the premises the tenancy relates to.**

Other laws against discrimination also exist under the Equal Opportunity Act. For information about discrimination laws visit the Equal Opportunity Commission's website at www.eoc.sa.gov.au.

Forms Live Sign
Page: 68 / 136 24, 12:53PM
e82ad005-a81d-46f0-878b-cab3ddc2de70 b19652c2c66

Residential tenancy databases...

A Residential Tenancy Database (RTD) is a commercial database containing information about tenancies, not a database kept by an entity for use of its officers, employees or agents.

A landlord or agent must tell a prospective tenant if they intend to use the services of a RTD to decide whether an agreement should be entered into. They must also tell the prospective tenant if they find that an RTD contains information about them and how the tenant can have the information amended or removed.

A landlord or agent must not list information on an RTD unless the tenant is given at least 14 days to review this information. A listing must be removed after three years.

Types of lease agreements...

There are two types of residential tenancy agreements.

[1] P**eriodic** - an agreement (written, verbal or implied) for an indefinite period until it is lawfully terminated;

[2] F**ixed term** - a specific start date and end date agreed upon at the beginning of the tenancy (e.g., six or twelve months).

The landlords and tenants rights and obligations under both types of agreements are exactly the same. There are differences, however, in the conditions of **termination.**

A landlord must keep a copy of a written agreement and any variation of the agreement (in paper or electronic form) for two years after the tenancy has ended.

Bond...

For rental properties where the rent payable is $250 per week and under, the landlord cannot ask for a bond that is more than four weeks' rent. For rent over $250 per week, a landlord cannot ask for a bond that is more than six weeks' rent. Money received as a bond must be receipted within 48 hours. The receipt must show the date, the person's name, the amount and address of the premises for which the bond has been paid. All bonds (including any part payments) must be lodged with CBS within two weeks (or in the case of registered land agents, four weeks) of receipt. The bond may be lodged together with a bond lodgement form (payment by Direct Debit, or cheque to the Residential Tenancies Fund), or online at www.sa.gov.au/residentialbonds.

A bond may be increased if at least two years have passed since the bond was paid or last increased. Where a bond is increased, the increase must be lodged with CBS within the required time frame.

Housing SA issue bond guarantees to approved tenants; this guarantee is used in the same way as a cash bond and provides the same security for landlords. Bond guarantees do not become valid until they have been lodged with CBS and have received a lodgement number. Housing SA will cancel a bond guarantee if it is not lodged with CBS by the ‘lodge by’ date shown on the front of the form.

Whether or not a bond is paid, the Act applies to all residential tenancy agreements in South Australia.

Forms Live Sign
Page: 69 / 136 24, 12:53PM
e82ad005-a81d-46f0-878b-cab3ddc2de70 b19652c2c66

Inspection sheets...

At the beginning of the tenancy the landlord is required to provide the tenant with two signed inspection sheets, which must include comprehensive details of fixtures, furniture and other contents in the premises and their condition at the commencement of the tenancy. After both inspection sheets have been completed and signed by the tenant, the tenant must keep one and return the other copy to the landlord. The inspection sheets may be adapted to suit particular premises. Care should be taken when completing these forms, as they may be called upon in the event of a dispute or for repayment of the bond at the end of the tenancy.

Inspection sheets should be kept throughout the tenancy.
Care should be taken so that they are not lost or destroyed.

Rent in advance...

Besides paying a bond at the beginning of the tenancy, a tenant can be required to pay the first two weeks' rent. If two weeks' rent is paid at the start of the tenancy, no rent is due until those two weeks have passed. Besides a bond and two weeks' rent, the landlord cannot ask for any other money at the start of the tenancy.

Rent increases...

The landlord may increase the rent under the following circumstances:

- where there is a **fixed term** agreement, the rent cannot be increased during the term, unless the agreement includes a condition that specifically provides for an increase in rent and indicates how any rent increase will be calculated (e.g. in accordance with CPI). If the agreement provides for an increase, the rent can be increased after giving at least sixty days written notice, specifying the amount of the increase and the date on which the increase is to commence. The date fixed for an increase must be at least twelve months after the commencement of the agreement or, at least twelve months since the last increase in rent;
- where there is a **periodic** agreement, the rent can be increased after giving at least sixty days written notice, specifying the amount of the increase and the date on which the increase is to commence. The date fixed for an increase must be at least twelve months after the commencement of the agreement or, at least twelve months since the last increase in rent;
- with an offer of extension or new agreement, provided the rent was not increased in the last twelve months;
- anytime by mutual agreement between the landlord and the tenant.

Where specific rent increases are set out in the lease agreement and the dates on which the increases will occur are clearly defined, 60 days written notice is not required.

Repairs and maintenance...

The tenant must not cause damage to the premises. If damage does occur, the landlord should be notified as soon as possible. If a tenant intentionally or carelessly causes (or allows damage to be caused) to the premises, it is the tenant's responsibility to repair the damage.

If damage or repairs are needed due to normal wear and tear, or in any way that is not the tenant's fault, the landlord should be notified immediately. The landlord is responsible to repair and maintain the premises under these circumstances. If the landlord has not attended to the repair, or if the tenant has not been able to contact the landlord, the tenant may have **emergency** repairs carried out by a licensed tradesperson. If this happens, the tenant must get a written report from the tradesperson.

Termination...

The prescribed forms, which must be used when issuing a notice of termination, are available from CBS and at sa.gov.au/tenancy/privaterentalforms

Periodic tenancy -

- **The tenant** may give 21 days' **written notice** or a period equivalent to a single period of the tenancy, (whichever is the longer), to the landlord at any time. For example, if the rent is paid weekly or fortnightly, the tenant is required to give 21 days' notice. If the rent is paid calendar monthly, the tenant would need to give a calendar month's notice.
- **The landlord** may give **written** notice of termination at any time, as follows:
  - the landlord requires possession of the premises for the landlord's own occupation, or occupation by the landlord's spouse, child or parent, or occupation by the spouse of the landlord's child or parent - 60 days;
  - premises required for demolition - 60 days;
  - where the premises have been sold, to be given any date from the signing of the contract of sale - 60 days;
  - possession of the premises is required for repairs or renovations that cannot be carried out conveniently while the tenant remains in possession of the premises - 60 days;
  - notice where no reason is given - 90 days.

Fixed term tenancy -

- Unless mutually agreed, neither the landlord nor the tenant can terminate a fixed term agreement before the end of the term without being held responsible for costs associated with finding a new tenant. For further information, contact CBS for advice;
- Either the landlord or the tenant may terminate a fixed term agreement at the end of the term after giving at least 28 days **written** notice. If this notice is not given by either party, the agreement will continue as a periodic tenancy;
- At the end of a fixed term tenancy, if 28 days notice is given to a tenant and the tenant has not vacated the premises, the landlord may apply to the South Australian Civil and Administrative Tribunal (SACAT) for an order for possession of the premises.

Termination for breach of agreement...

Both the landlord and the tenant can give a termination notice on the prescribed form to the other for a breach of the conditions of the lease. A breach of an agreement must be remedied within at least seven clear days from the date the notice is given.

If the landlord has served a valid termination notice for breach of contract or rent arrears of more than 14 days and the breach or rent arrears is not rectified within seven days, the tenancy may terminate when the notice expires. If vacant possession is not given by the requested date, the landlord may apply to SACAT for an order of possession. Only a SACAT bailiff can enforce an order for vacant possession.

If a party *(the respondent)* disputes the termination notice, they can apply to SACAT for an order stating that they are not in breach or that the breach has been fixed.

If a notice of termination is served for rent arrears on at least two occasions in a 12 month period, the landlord may make application to SACAT for vacant possession without first serving a third breach notice on the tenant.

Termination for frustrated agreement…

A landlord or tenant may terminate a residential tenancy agreement if the premises or a substantial portion of the premises are uninhabitable, or are no longer able to be used for residential purposes, or have been acquired by compulsory process.

Forms Live Sign
Page: 71 / 136 24, 12:53PM
e82ad005-a81d-46f0-878b-cab3ddc2de70 b19652c2c66

The landlord must provide at least 60 days notice to the tenant and the tenant may provide notice that the agreement will terminate immediately.

Termination by tenant if premises for sale…

The tenant can terminate a tenancy if within two months after the start of the agreement the landlord enters into a contract for the sale of the premises and the landlord did not advise the tenant of the intention to sell before the agreement was entered into.

Termination for undue hardship...

Under the Act, if continuing the tenancy would cause undue hardship to either the landlord or the tenant, an application can be lodged with SACAT for termination of the tenancy. Generally 'undue hardship' does not include financial difficulties.

Refund of bond...

- ***The bond money belongs to the tenant. It is important for the tenant to arrange for the bond to be refunded when the tenancy ends.***
- ***It is important for the tenant to provide their landlord/agent or CBS with their forwarding address so they can be informed of the bond refund process.***

Where parties agree

At the end of the tenancy when the tenant and landlord agree how the bond is to be repaid, the bond can be refunded by lodging a bond refund form or submitting a claim online. If a bond refund form is lodged, it should be completed and signed by both parties (the signatures must be the same as those on the bond lodgement form). The bond can be paid via electronic funds transfer, or a cheque may be posted or collected from CBS.

Notice of claim

If a bond is **requested by the tenant without the landlord/agent's consent**, the landlord/agent is notified and given an opportunity to dispute it. If the refund is not disputed the bond will be paid to the tenant. If the refund is disputed the landlord/agent will be required to lodge an online application with SACAT.

If a bond is **claimed by the landlord/agent without the tenant's consent**, the tenant is notified and given an opportunity to dispute it. **If the claim is disputed**, the landlord/agent will be required to lodge an online application with SACAT. **If there is no response by the tenant/resident**, the landlord/agent will be required to provide CBS with evidence of their claim and if the claim is not substantiated it may be refused and the landlord/agent will then need to make an application to SACAT. **If the tenant agrees** with the claim the bond will be paid out.

Disputed bonds

A bond dispute will be referred to SACAT who will list the matter for a conciliation conference. If the matter cannot be conciliated, a full hearing may be set down for a later date.

If a dispute arises over how the bond should be refunded, either party can contact CBS on 131 882.

Tenants Information and Advisory Service (TIAS) can provide free and independent advocacy support at SACAT. For more information about their services contact TIAS on 1800 060 462.

Unclaimed money

If a bond has been paid for a property rented in the past and the refund of that bond has not been applied for, that bond may still be held in the Residential Tenancies Fund. After providing details about the tenancy in question (e.g. the exact address, the other party's name, the bond amount and proof of identity), CBS can refund the bond accordingly.

If you believe there is unclaimed money belonging to you held in the Fund, please contact CBS on 131 882.

Subletting and assignment...

A tenant has the right, with the landlord's written approval, to sublet the rental premises, or assign their interest to another party. The landlord cannot unreasonably withhold consent or charge for subletting or assignment, except for reasonable expenses in doing so.

To 'sublet' means that a tenant rents out all or part of the premises to someone else, and in effect becomes the landlord to the subtenant. To 'assign' means to transfer a tenancy to someone else. That does not mean, however, that the original tenant no longer has responsibility for the tenancy. Before subletting or assigning a tenancy, it is advisable to first contact CBS.

Dispute resolution...

Consumer and Business Services' role is to give advice to landlords and tenants and to resolve disputes. A party to a residential tenancy dispute may apply to CBS for conciliation of the dispute. Alternatively, SACAT may, either before or during the hearing of proceedings, appoint a mediator to achieve a negotiated settlement. SACAT may also refer the matter to a conciliation conference or hearing.

If you are a party to a tenancy dispute and require assistance, contact CBS on 131 882.

SACAT hearings...

SACAT is an independent specialist Tribunal that provides a prompt and informal way of determining disputes between landlords and tenants. Both landlords and tenants may apply to SACAT to have disputes determined. There is a cost to apply to SACAT. Members of SACAT conduct hearings with a minimum of formality. Both parties are expected to attend and usually present their own cases. SACAT is located at Level 4, 100 Pirie Street, Adelaide and can be contacted on free call 1800 723 767, or visit sacat.sa.gov.au.

Community Housing Organisations…

Housing co-operatives and housing associations are community managed organisations that provide rental housing for individuals and families on low incomes or with special housing needs.

The tenants of community housing organisations do not own the houses they live in, but rent them from the group. In some cases tenants may also be members of the group from which they are renting. Different rules apply for member tenants and non-member tenants.

Member tenants and non member tenants of community housing organisations are covered by the Act, but there are some sections of the Act where variations exist or which community housing organisations are not required to comply with.

It is possible for community housing organisations to obtain further exemptions from provisions of the Act by making an application to SACAT.

For information about joining a community housing organisation contact:

Renewal SA

Telephone: 1300 700 561. Website: communityhousing.sa.gov.au

If you have difficulty in understanding this pamphlet ring the Translating and Interpreting Service on 131-450. Don't hang up, your call will be answered (Local call cost only).

Amharic / ኣማርኛ

ይህንን መጽኄት ለመረዳት ችግር ካለቸህ ፡ ለትርጉም ኣገልግሎት በቴሌርን ቁጥር 131-450 ብለቸሕ ደውሉ ። ደወላቸህ ለሚመለከላቸህ ፡ ቴሌርኑን ኣትዝጉት ። (በውስጥ ጥሪ ዋጋ ብቻ)

Arabic / عربي

إذا كنتَ تجد صعوبة في فَهم هذه النشرة ، إتصل هاتفياً بخدمة الترجمة الكتابية والشفهية (Translating and Interpreting Service) على الرقم 131-450. لا تُقفل الخط ، لأنه سوف يتم الرد على مكالمتك (تكلفة مكالمة محلية فقط)

Chinese / 中 文

如果您不能理解本手冊，請打電話到翻譯及傳譯服務處 (Translation and Interpreting Service)，電話號碼 131-450。請耐心等待，會有人接您的電話（按當地電話收費）。

Croatian/Hrvatski

Ako Vam je teško razumijeti ovu brošuru, nazovite Službu tumačenja i prevođenja na 131-450. Nemojte spustiti slušalicu, na vaš poziv će biti odgovoreno (za cijenu mjesnog poziva).

Greek/ Ελλη νι κά

Αν δυσκολεύεστε να καταλάβαι τε αυτό το φυλλάδιο τηλεφωνείστε στην Υπηρεσία Μετάφρασης και Διερμηνείας Τηλέφωνο 131 450. Μην κλείσετε το τηλέφωνο, το τη λεφώνη μά σας θα απαντη θεί (Χρέωση γι α τοπι κό τη εφώνημα μόνο).

Hazaragi

اگر دانستن این رساله بری تان مشکله، به خدمات ترجمه کتبی و شفاهی (Translating and Interpreting Service) به شماره 131 450 زنگ بزنین. تلفون را قطع نکنین، به تلفون شما جواب داده موشه (صرف با هزینه تماس محلی)

Hungarian/Magyar

Ha nem érti ezt a nyomtatványt, mert nem beszél angolul, hivja a Fordító és Tolmács Szolgálatot a 131-450 telefonszámon (helyi hivásnak számit). Kérjük, várjon, amig hivására valaki válaszol.

Italian/Italiano

Se avete difficoltá a cap ire questo opuscolo telef onate al Servizio Traduzione e Interpretariato (Translating and Interpreting Service) Tel. 131-450. Non mettete giú il telefono, qualcuno risponderá alla vostra chiamata (il costo é uguale ad una telefonata locale).

Khmer / ខ្មែរ

ប្រសិនបើអ្នក មានការពិបាក ទីឯយល់សន្ធឹកពតិមានន្ទេះ ចូរហៅទូរស័ព្ទ ទោកន្លែងផ្តែកបំរើបកប្រែភាសា តាម លេខ 131-450 ។ ចូរកុំដាក់ប្រដាប់ទូរស័ព្ទចុះ គេនឹងឆ្លើយតបទោការហៅរបស់អ្នក (ការហៅទូរស័ព្ទរបស់អ្នក គិតតាមតែតំលៃហៅក្នុងតំបន់)។

Persian/ فارسی

چنانچه مشکلی در فهم این جزوه دارید لطفا به اداره خدمات مترجمی به شماره 450 131 تلفن فرمائید. گوشی را زمین نگذارید ، جواب تلفن شما داده خواهد شد . (هزینه تلفن محلی)

Polish /Polski

Jeżeli mają państwo trudności ze zrozumieniem tej broszury proszę zadzwonić do biura tłumaczy *Translating and Interpreting Service* pod numer 131-450. Proszę nie odkładać słuchawki, ktoś odbierze telefon. (W cenie rozmowy miejscowej).

Portuguese/ Português

Se tem dificuldade em compreender este panfleto, ligue para o Translating and Interpreting Service / Serviçio de Tradutores e Intérpretes, telefone número 131-450. Não desligue pois a sua chamada será atendida (pelo custo de uma chamada local apenas).

Romanian/Română

Dacă aveţi dificultăţi în înţelegerea acestei broşuri, vă rugăm să luaţi legătura cu Serviciul pentru Traduceri şi Interpretări, la numărul 131-450. Nu închideţi telefonul, vi se va răspunde. (Costul este cel al unei convorbiri locale).

Russian/Русский

Если у Вас возникнут трудности в понимании содержания этой брошюры, позвоните в Службу переводов по номеру 131 450. Не вешайте трубку, Вам ответят (по стоимости только местного звонка).

Serbian/СРПСКИ

Ако имате тешкоћа у комуникацији на енглеском језику позовите службу за тумачење И превођење на телефон број 131-450. Немојте да спустите слушалицу, добићете одговор на ваш позив (цена локалног позива).

Spanish/Español

Si tiene dificultades en entender este panfleto llame al Servicio de Interpretación y Traducción al 131-450. Por favor no cuelgue, su llamado será atendido. (Al costo de una llamada local).

Tagalog

Kung nahihirapan kang unawain ang pamphlet na ito, tawagan ang Serbisyo sa Pagsasaling-wika at Pag-interpret (Translating and Interpreting Service) sa 131 450. Huwag ibaba ang telepono, sasagutin ang iyong tawag (may mga singilin sa lokal na tawag lang).

Tamil

இந்தத் துண்டுப் பிரசுரத்தைப் புரிந்து கொள்வதில் சிரமம் இருந்தால், நீங்கள் 131 450 எனும் தொலைபேசியில் மொழிபெயர்ப்பு மற்றும் உரைபெயர்ப்பு சேவையை அழையுங்கள். தொலைபேசியை வைக்காதீர்கள், உங்கள் அழைப்புக்குப் பதில் கிடைக்கும். (உள்ளூர் அழைப்புக் கட்டணம் மட்டுமே)

Tigrigna / ትግርኛ

ዝኒ መጽሄት ንምርድሉ ጸገም እንተሃልይኩም ፡ ናብ ትርጉም ኣገልግሎት ብቐጽሪ ቴሌፎን 131-450 ኢልኩም ደውሉ ። ደወልኩም ከምስሸልኩም ስለዝኾነ ፡ ቴሌፎን ኣይትዕጸውዎ ። (ብውሽጣዊ ጸውዒት ዋጋ ጥራይ)

Turkish/Türkçe

Eğer bu broşürü anlamakta güçlükçekiyorsanız Çeviri ve Tercümanlık bürosunu 131-450 numaradan arayınız. Telefonu kapatmayınız, size yanıt verilecektir (sadece şehiriçi telefon ücreti karsılığı).

Ukrainian/Українська

Якщо Ви маєте труднощі з розумінням ці ї брошури, будь ласка, потелефонуйте до Служби перекладів по номеру 131 450. Не кладіть трубку, Вам буде дано відповідь (вартістю лише місцевого виклику).

Vietnamese/Việt Ngữ

Nếu quị vị gặp khó khăn trong việc hiểu tài liệu này, xin hãy gọi điện thoại cho Dịch Vụ Thông Phiên Dịch (Translating and Interpreting Service) qua số 131-450. Xin quí vị đừng gác ống nghe, cú gọi của quí vị sẽ đượ c trả lời (Phí tổn điện thoại chỉ bằng một cú gọi trong địa phương mà thôi).

Consumer and Business Services

For more detailed information and advice about tenancy matters, contact -

Consumer and Business Services

Customer Service Centre
91 Grenfell Street
ADELAIDE SA 5000
(GPO Box 965, ADELAIDE SA 5001)

Telephone: 131 882
Facsimile: 8204 9570

sa.gov.au/tenancy/renters

Regional offices

11 Helen Street, MT GAMBIER

9 Mackay Street, PORT AUGUSTA

---o0o---

Bond lodgement facilities are available at Service SA offices located at:

- **Berri**
- **Gawler**
- **Kadina**
- **Mount Gambier**
- **Murray Bridge**
- **Naracoorte**
- **Port Augusta**
- **Port Lincoln**
- **Port Pirie**
- **Whyalla**

Please note, only cash, cheque or money orders can be taken at these offices.

ANNEXURE C

CITY OF ADELAIDE RESPONSE

Forms Live Sign
Page: 77 / 136
e82ad005-a81d-46f0-878b-cab3ddc2de70

Date: 17 January 2025

Email: city@cityofadelaide.com.au

CITY OF ADELAIDE

25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001

T (08) 8203 7203
F (08) 8203 7575
W cityofadelaide.com.au

ABN 20 903 762 572

Dear Sir/Madam,

Land and Business (Sale and Conveyancing) Act – Section 7 enquiries.

I have received your letter requesting information on encumbrances for the property as detailed below:

Title Reference	CT-5165/981
Owner Name	Ms S L A Francis
Address of Property	4/22 Gover Street, NORTH ADELAIDE SA 5006

You are advised:

- If there are any encumbrances on this property, they are attached hereto.

In addition:

Please be advised that any rebates which apply to this property may not still be applicable with a change in ownership.

Yours faithfully,

Paula Leske

pp
Michael Sedgman
Chief Executive Officer

Forms Live Sign
Page: 78 / 136
e82ad005-a81d-46f0-878b-cab3ddc2de70

THE CORPORATION OF THE CITY OF ADELAIDE
LOCAL GOVERNMENT RATES SEARCH

Rates & Property Enquiries: 8203 7203

Email: city@cityofadelaide.com.au

CITY OF ADELAIDE

25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001

T (08) 8203 7203
F (08) 8203 7575
W cityofadelaide.com.au

ABN 20 903 762 572

NEST CONVEYANCING
PO Box 3077, NORWOOD SA 5067

Dear Sir/Madam

Certificate in accordance with Section 187 of the Local Government Act.

I have received your request for information on the Premises below.

Date Received	14 January 2025
Receipt Number	6838763
Document Issue Date	17 January 2025
Property Address	4/22 Gover Street, NORTH ADELAIDE SA 5006
Property Description	Unit 4 SP 4729
Property Titles	CT-5165/981
Owner of Property	Ms S L A Francis

Local Government Act 1999 [Act]

Liability for rates if land is not rateable for the whole of the financial year

Section 179

(1) If land is rateable for portion, but not for the whole, of a financial year, the land will be subject to rates imposed for the financial year but there will be a proportionate reduction in the amount of rates.
(2) A council may, for the purposes of the operation of subsection (1) in respect of land that becomes rateable after the adoption of valuations by the council for the relevant year, specifically adopt a valuation of the land

Fines for Late Payment:

If an instalment is not received on, or before, the due date (2nd September; 2nd December; 3rd March; 2nd June), a fine of 2% will be applied to the instalment amount in arrears at that time. A further interest levy of 0.76% will also be added to the amount in arrears (including the amount of any previous unpaid fine but excluding interest from any previous month) outstanding at the end of each month thereafter.

Yours faithfully,

Paula Leske

pp
Michael Sedgman
Chief Executive Officer

Forms Live Sign
Page: 79 / 136
e82ad005-a81d-46f0-878b-cab3ddc2de70

CITY OF ADELAIDE

25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001

T (08) 8203 7203
F (08) 8203 7575
W cityofadelaide.com.au

ABN 20 903 762 572

Assessment No: 4602 9

Property Location	**4/22 Gover Street, NORTH ADELAIDE**
Rateable Valuation	$14,000
Arrears	$0.00
Arrears Legal Fees	$0.00
Gross Rates (includes Regional Landscape Levy)	**$1,587.15**
Interest, Current	$0.00
Interest, Arrears	$0.00
Rebates	$-145.05
Legal Charges, Current	$0.00
Deferred Debts	$0.00
	$0.00
Paid	$-721.10
Overpayments	$0.00
Refunds	$0.00
Outstanding Balance	**$721.00**

Forms Live Sign
Page: 80 / 136
e82ad005-a81d-46f0-878b-cab3ddc2de70

CITY OF ADELAIDE

25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001

T (08) 8203 7203
F (08) 8203 7575
W cityofadelaide.com.au

ABN 20 903 762 572

Change of Ownership – New Owner Information

Rates & Property Enquiries: 8203 7203

Please fill in the below information or provide to the purchaser to fill in and return to r.mail@cityofadelaide.com.au or to GPO Box 2252 ADELAIDE SA 5001

Name: NEST CONVEYANCING

Address: PO Box 3077, NORWOOD SA 5067

File reference:

Phone number:

Certificate of Title:	CT-5165/981
Property Description:	Unit 4 SP 4729
Property Address:	4/22 Gover Street, NORTH ADELAIDE SA 5006
Previous Owner: **(Full names)**	Ms S L A Francis
New Owner: **(Titles and full names)**	
New Owner's Postal address for future notices: **(or managing agent)**	
New Owner's Postal address for general mail: (if different to above)	
New Owner's contact phone number(s):	
New Owner's email address:	
Settlement Date:	

This information is provided to the City of Adelaide for local government related purposes and is held in accordance with our privacy policy, available at https://www.cityofadelaide.com.au

PRESCRIBED INFORMATION

Address: ***4/22 Gover Street, NORTH ADELAIDE SA 5006*** ***Reference:***
Alternate:
Certificate of Title: ***CT-5165/981*** ***Dated:*** ***17 January 2025***

Prescribed encumbrance	Other particulars required
Part 1—Items that must be included in statement	
{If an item is not applicable strike it out or write "NOT APPLICABLE" or "N/A" in column 1.}	
Development Act 1993 (repealed)	
~~Section 42 – Condition (that continues to apply) of a development authorisation~~	~~Date of Authorisation:~~ ~~Name of relevant authority that granted authorisation:~~ ~~Condition(s) of authorisation:~~
Repealed Act conditions	
~~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)~~	~~Nature of Condition(s):~~

PRESCRIBED INFORMATION

Planning, Development and Infrastructure Act 2016	
Part 5 – Planning and Design Code	Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code): **Refer to attached PlanSA Section 7 Report** Is there a State heritage place on the land or is the land situated in a State heritage area? ~~*YES~~/NO Is the land designated as a local heritage place? ~~*YES/~~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? *~~YES/~~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/~~NO~~
Section 127 - Condition (that continues to apply) of a development authorisation	~~Date of authorisation:~~ ~~Name of relevant authority that granted authorisation:~~ ~~Condition(s) of authorisation:~~ **Refer to attached PlanSA Section 7 Report**

Forms Live Sign
Page: 83 / 136
e82ad005-a81d-46f0-878b-cab3ddc2de70

Part 2—Items to be included if land affected	
[If an item is not applicable, strike it out or write "NOT APPLICABLE" or "N/A" in column 1, or else omit the items and headings that are not applicable.]	
Development Act 1993	
~~section 50(1)—Requirement to vest land in a council or the Crown to be held as open space~~	~~Date requirement given:~~ ~~Name of body giving requirement:~~ ~~Nature of requirement:~~ ~~Contribution payable (if any):~~
~~section 50(2)—Agreement to vest land in a council or the Crown to be held as open space~~	~~Date of agreement:~~ ~~Names of parties:~~ ~~Terms of agreement:~~ ~~Contribution payable (if any):~~
~~section 55—Order to remove or perform work~~	~~Date of order:~~ ~~Terms of order:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~
~~section 56—Notice to complete development~~	~~Date of notice:~~ ~~Requirements of notice:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~
~~Section 57 – Land management agreement~~	~~Date of agreement:~~ ~~Names of parties:~~ ~~Terms of agreement:~~

~~Section 69 – Emergency Order~~	~~Date of order:~~ ~~Name of authorised officer who made order:~~ ~~Name of authority that appointed authorised officer:~~ ~~Nature of order:~~ ~~Amount payable (if any):~~

PRESCRIBED INFORMATION

~~Section 71 – Fire safety notice~~	~~Date of notice:~~ ~~Name of authorised officer giving notice:~~ ~~Requirements of notice:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~

~~Section 84 – Enforcement notice~~	~~Date notice given:~~ ~~Name of relevant authority giving notice:~~ ~~Nature of directions contained in notice:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~
~~section 85(6), 85(10) or 106—Enforcement order~~	~~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:~~
~~Part 11 Division 2—Proceedings~~	~~Date of commencement of proceedings:~~ ~~Date of determination or order (if any):~~ ~~Terms of determination or order (if any):~~
Confirmed – Planning/Development Section	
Fire and Emergency Services Act 2005	
~~section 105F (or section 56 or 83 (repealed))—Notice of action required concerning flammable materials on land~~	~~Date of notice:~~ ~~Person or body who issued notice:~~ ~~Requirements of notice (as stated therein):~~ ~~Amount payable (if any):~~
Confirmed – Enforcement/Compliance section:	
Food Act 2001	
~~section 44—Improvement notice~~	~~Date of notice:~~ ~~Name of authorised officer who served notice:~~ ~~Name of authority that appointed officer:~~ ~~Requirements of notice:~~

PRESCRIBED INFORMATION

~~section 46—Prohibition order~~	~~Date of order:~~ ~~Name of authority or person who served order:~~ ~~Requirements of order:~~
Confirmed – Environmental Health section:	
Housing Improvement Act 1940	
~~section 23—declaration that house is undesirable or unfit for human habitation~~	~~Date of declaration:~~ ~~Those particulars required to be provided by a council under section 23:~~
~~Part 7 (rent control for substandard houses) – Notice or declaration~~	~~Date of notice or declaration~~ ~~Those particulars required to be provided by the housing authority under section 60:~~
Confirmed – Building/Development section:	
Land Acquisition Act 1969	
~~Section 10 – Notice of intention to acquire~~	~~Date of notice:~~ ~~Name of Authority who served notice:~~ ~~Description of land intended to be acquired (as described in the notice):~~

PRESCRIBED INFORMATION

Local Government Act 1934 (repealed)	
~~Notice, order, declaration, charge, claim or demand given or made under the Act~~	~~Date of notice, order etc:~~ ~~Name of council by which, or person by whom, notice, order etc is given or made:~~ ~~Land subject thereto:~~ ~~Nature of requirements contained in notice, order etc:~~ ~~Time for carrying out requirements:~~ ~~Amount payable (if any):~~
Local Government Act 1999	
~~Notice, order, declaration, charge, claim or demand given or made under the Act~~	~~Date of notice, order etc:~~ ~~Name of council by which, or person by whom, notice, order etc is given or made:~~ ~~Land subject thereto:~~ ~~Nature of requirements contained in notice, order etc:~~ ~~Time for carrying out requirements:~~ ~~Amount payable (if any):~~
Confirmed – General section:	
Local Nuisance and Litter Control Act 2016	
~~Section 30 – Nuisance or litter abatement notice~~	~~Date of notice:~~ ~~Notice issued by:~~ ~~Nature of requirements contained in notice:~~ ~~Time for carrying out requirements:~~
Planning, Development and Infrastructure Act 2016	
~~section 141 – Order to remove or perform work~~	~~Date of order:~~ ~~Terms of order:~~ ~~Building work (if any) required to be carried out:~~

PRESCRIBED INFORMATION

Planning, Development and Infrastructure Act 2016	
	~~Amount payable (if any):~~
~~section 142 – Notice to complete development~~	~~Date of notice:~~ ~~Requirements of notice:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~
~~section 155 – Emergency order~~	~~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):~~
~~section 157 – Fire safety notice~~	~~Date of notice:~~ ~~Name of authority giving notice:~~ ~~Requirements of notice:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~
~~section 192 or 193 – Land management agreement~~	~~Date of agreement:~~ ~~Names of parties:~~ ~~Terms of agreement:~~
~~section 198(1) – Requirement to vest land in a council or the Crown to be held as open space~~	~~Date requirement given:~~ ~~Name of body giving requirement:~~ ~~Nature of requirement:~~ ~~Contribution payable (if any):~~
~~section 198(2) – Agreement to vest land in a council or the Crown to be held as open space~~	~~Date of agreement:~~ ~~Names of parties:~~ ~~Terms of agreement:~~ ~~Contribution payable (if any):~~

PRESCRIBED INFORMATION

Planning, Development and Infrastructure Act 2016	
~~Part 16~~ ~~Division 1 – Proceedings~~	~~Date of commencement of proceedings:~~ ~~Date of determination or order (if any):~~ ~~Terms of determination or order (if any):~~
~~section 213 – Enforcement notice~~	~~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):~~
~~Section 214(6), 214(10) or 222- Enforcement order~~	~~Date order made:~~ ~~Name of court that made order:~~ ~~Action number:~~ ~~Name of parties:~~ ~~Terms of order:~~ ~~Building work (if any) required to be carried out:~~
Confirmed – Building/development section: ……..	

PRESCRIBED INFORMATION

Public and Environmental Health Act 1987 (repealed)	
~~Part 3—Notice~~	~~Date of notice:~~ ~~Name of council or other authority giving notice:~~ ~~Requirements of notice:~~
~~Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2—Condition (that continues to apply) of an approval~~	~~Date of approval:~~ ~~Name of relevant authority that granted the approval:~~ ~~Condition(s) of approval:~~
~~Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19—Maintenance order (that has not been complied with)~~	~~Date of order:~~ ~~Name of authority giving order:~~ ~~Requirements of order:~~
Confirmed – Environmental Health section:	
South Australian Public Health Act 2011	
~~section 92 Notice~~	~~Date of notice:~~ ~~Name of Council or other relevant authority giving notice:~~ ~~Requirements of notice~~
~~South Australian Public Health (Wastewater) Regulations 2013 Part 4 Condition (that continues to apply) of an approval~~	~~Date of approval:~~ ~~Name of person or body that granted the approval:~~ ~~Condition (s) of approval:~~
Confirmed – Health section:	

PRESCRIBED INFORMATION

Other charges	
~~Charge of any kind affecting the land (not included in another item)~~	~~Person or body in whose favour charge exists:~~ ~~Nature of charge:~~ ~~Amount of charge (if known):~~

PRESCRIBED INFORMATION

Particulars of Building Indemnity Insurance

Note—Building indemnity insurance is not required for—

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

(b) minor domestic building work (see section 3 of the *Building Work Contractors Act 1995*); or

(c) domestic building work commenced before 1 May 1987; or

(d) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* applies under the *Building Work Contractors Regulations 2011*; or

(e) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* has been granted under section 45 of that Act.

Details of building indemnity insurance still in existence for building work on the land:

Building Indemnity Insurance is required....~~**Yes / No /**~~ **Council holds no record** (refer above note):

1 Name(s) of person(s) insured: .....

2 Name of insurer:.....

3 Limitations on the liability of the insurer:.....

4 Name of builder: .....

5 Builder's licence number: .....

6 Date of issue of insurance:.....

7 Description of insured building work:.....

.....

.....

Exemption from holding insurance:

If particulars of insurance are not given, has an exemption been granted under section 45 of the *Building Work Contractors Act 1995* from the requirement to hold an insurance policy in accordance with Division 3 of Part 5 of that Act?

*** ~~Yes / No /~~ Council holds no record**

If **YES**, give details:

(a) Date of the exemption: .....

(b) Name of builder granted the exemption: .....

(c) Licence number of builder granted the exemption: .....

(d) Details of building work to which the exemption applies:.....

.....

.....

(e) Details of conditions (if any) to which the exemption is subject:.....

.....

.....

Certified – Development Section..... Date.....

PRESCRIBED INFORMATION

Particulars relating to Environment Protection

Further information held by councils

Does the council hold details of any development approvals relating to—

(a) commercial or industrial activity at the land; or

(b) a change in the use of the land or part of the land (within the meaning of the *Development Act 1993*) or the *Planning, Development and Infrastructure Act 2016*?

*~~YES/~~**NO**

Note—

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

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

It should be noted that—

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

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

PlanSA

Data Extract for Section 7 search purposes

Valuation ID 0222579302

Data Extract Date: 15/01/2025

Parcel ID: S4729 UN4

Certificate Title: CT5165/981

Property Address: UNIT 4 22 GOVER ST NORTH ADELAIDE SA 5006

Zones
City Living (CL)

Subzones
North Adelaide Low Intensity (NALI)

Zoning overlays

Overlays
Aircraft Noise Exposure (ANEF 25)

The Aircraft Noise Exposure Overlay seeks to ensure development sensitive to aircraft noise is designed to minimise noise intrusion and provide appropriate interior acoustic amenity.

Airport Building Heights (Regulated) (All structures over 130 metres AHD)

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.

Design

The Design Overlay seeks to ensure significant development positively contributes to the liveability, durability and sustainability of the built environment through high-quality design.

Historic Area (Adel7)

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

Heritage Adjacency

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

Hazards (Flooding - Evidence Required)

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

Prescribed Wells Area

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

Regulated and Significant Tree

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

Stormwater Management

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

Urban Tree Canopy

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

Is the land situated in a State Heritage Place/Area

No

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

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

Is the land designated as a Local Heritage Place

No

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

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

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

No

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

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

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

Associated Development Authorisation Information

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

No

Land Management Agreement (LMA)

No

Forms Live Sign
Page: 96 / 136
e82ad005-a81d-46f0-878b-cab3ddc2de70

ANNEXURE D

EMERGENCY SERVICES LEVY
LAND TAX CERTIFICATE
SA WATER – CERTIFICATE OF CHARGES

Forms Live Sign
Page: 97 / 136
e82ad005-a81d-46f0-878b-cab3ddc2de70

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: 2639514

DATE OF ISSUE
14/01/2025

NEST CONVEYANCING (SA) PTY LTD
POST OFFICE BOX 3077
NORWOOD SA 5067

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

OWNERSHIP NUMBER
19258327

OWNERSHIP NAME
S L FRANCIS

PROPERTY DESCRIPTION
4 / 22 GOVER ST / NORTH ADELAIDE SA 5006

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R4	RE
0222579302	CT 5165/981	$385,000.00	1.000	0.400

LEVY DETAILS:

FINANCIAL YEAR
2024-2025

FIXED CHARGE	**$**	50.00
+ VARIABLE CHARGE	**$**	145.05
- REMISSION	**$**	89.35
- CONCESSION	**$**	0.00
+ ARREARS / - PAYMENTS	**$**	-105.70
= AMOUNT PAYABLE	**$**	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 **14/04/2025**

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

Forms Live Sign
Page: 99 / 136
e82ad005-a81d-46f0-878b-cab3ddc2de70

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: 2639514

DATE OF ISSUE
14/01/2025

NEST CONVEYANCING (SA) PTY LTD
POST OFFICE BOX 3077
NORWOOD SA 5067

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

OWNERSHIP NAME
S L FRANCIS

FINANCIAL YEAR
2024-2025

PROPERTY DESCRIPTION
4 / 22 GOVER ST / NORTH ADELAIDE SA 5006

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
0222579302	CT 5165/981	$265,000.00	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 **14/04/2025**

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

Forms Live Sign
Page: 101 / 136
e82ad005-a81d-46f0-878b-cab3ddc2de70

SA Water

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
02 22579 30 2	CT5165981	14/1/2025	8476	2639514

NESTCONVEYANCING (SA) PTY LTD
PO BOX 3077
NORWOOD SA 5067
admin@nestconveyancing.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: SL FRANCIS
Location: U4 22 GOVER ST NORTH ADELAIDE UNIT4 S4729
Description: 3H/UNITCPK **Capital Value:** $ 385 000
Rating: Residential

Periodic charges

Raised in current years to 31/3/2025

				$
		Arrears as at: 30/6/2024	:	0.00
Water main available:	1/7/1982	Water rates	:	235.80
Sewer main available:	1/7/1982	Sewer rates	:	260.85
		Water use	:	72.07
		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	:	383.29CR
		Balance outstanding	:	185.43

Degree of concession: 00.00%
Recovery action taken: ACCOUNT SENT

Next quarterly charges: Water supply: 78.60 Sewer: 86.95 Bill: 2/4/2025

This account has no meter of its own but is supplied from account no 02 22578 99 1.

The Water Use apportionment option is Even.

The apportionment percentage for this account is 16.66%.

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

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

Forms Live Sign
Page: 103 / 136
e82ad005-a81d-46f0-878b-cab3ddc2de70

SA Water

South Australian Water Corporation

Name:
SL FRANCIS

Water & Sewer Account
Acct. No.: **02 22579 30 2**

Amount: _____

Address:
U4 22 GOVER STNORTH ADELAIDE
UNIT4 S4729

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	0222579302

BPAY

Biller code: 8888
Ref: 0222579302

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: 0222579302

ANNEXURE E

STATEMENT PURSUANT TO SECTION 41 (Strata Titles Act 1988) RESPONSE

Forms Live Sign
Page: 105 / 136
e82ad005-a81d-46f0-878b-cab3ddc2de70

ANT TO SECTION 41 (Strata Titles Act 1988(as amended))

REQUESTED BY: Nest Conveyancing
EMAIL: admin@nestconveyancing.com.au

RE: CORPORATION 4729
UNIT NUMBER & ADDRESS: 4 / 22 Gover Street, NORTH ADELAIDE

OWNER(S): Sharon Francis

PART 1: FINANCIAL DETAILS

1.1 LOT ENTITLEMENT: 17

1.2 MAINTENANCE CONTRIBUTIONS

Fund	Amount	Paid To	Frequency
Admin	$290.00	31/12/2024	Quarterly
Sinking	$150.00	31/12/2024	Quarterly

1.3 ARREARS

Standard Levies Due as at 22/01/2025 $440.00

Amount Due $440.00

EXPENDITURE BY THE STRATA CORPORATION

1.4 (a) Incurred by the Corporation to which the unit holder must or is likely to be required to contribute
NIL

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

1.5 ASSETS AND LIABILITIES OF THE CORPORATION

(a) Fund Name: **ITF SP 4729**
(b) Held at: **Macquarie Bank**
(c) Cash at Bank: **$6,976.39**
(d) Amount committed to expense: **NIL**
(e) Amount earmarked for future expenses: **NIL**
(f) Particulars of other assets. All those defined as common property upon the land: **NIL**
(g) Amount held in external account: **NIL**
(h) Liabilities (excluding those above as described in 1.2 herein): **NIL**

Water Payment Method: Owners pay individually

PART 2: INSURANCE Insurer: CHU Underwriting Agencies Pty Ltd

Type of Cover	Sum Insured	Policy Number	Excess	Expiry Date
Building/Common Property	$987,000.00	68667	Excess: $1,000.00	05/10/2025
Loss of Rent/Temp Accommodation	$148,500.00		Excess: $1,000.00	
Common Area Contents	$7,079.00		Excess: $1,000.00	
Public Liability	$10,000,000.00			
Voluntary Workers	$200,000.00			
Fidelity	$100,000.00			
Office Bearers	$500,000.00			
Government Audit Costs	$25,000.00			
Appeals Expenses	$100,000.00			
Legal Expenses	$50,000.00		Excess: $1,000.00	
Lot Owners Fixtures & Improvements	$250,000.00			

PART 3: DOCUMENTS SUPPLIED

(a) Minutes of General & Committee Meetings of the Corporation for the last two years.

(b) Details of any special or unanimous resolutions affecting the unit or common property passed in the last five years (excluding those contained in (a) above)

(c) Statement of Accounts of the Corporation last prepared

(d) The Articles now in force

(e) All current policies of insurance taken out by the Corporation

(f) The Corporation Plan

(g) The Corporation Bylaws

PART 4: DOCUMENT INSPECTION

The Corporation's records are available for inspection at WILLSMORE PATERSON PTY LTD, PO BOX 1076 FLINDERS PARK SA 5025 on any working day between 10am and 4pm. Phone 08 8340 2929 to make an appointment.

Statement dated: 22/01/2025
Signed for and on behalf of: Corporation 4729

Ian Willsmore Strata Management Willsmore Paterson Pty Ltd

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

The Strata Titles Act requires that:

1.1 (schedule 3 pt 12) "A unit holder must immediately notify the Corporation of:
(a) Any change in the ownership of the unit, or change in the address of the owner
(b) Any change in the occupancy of the unit" (eg. Tenants)

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

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

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

Forms Live Sign
Page: 107 / 136
e82ad005-a81d-46f0-878b-cab3ddc2de70

WILLSMORE PATERSON PTY LTD
ABN 46101290439

P.O. BOX 1076
FLINDERS PARK SA 5025
Phone: 08 8340 2929

strata@willsmorepaterson.com.au

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)
4729, 4/ 22 Gover Street, NORTH ADELAIDE

SETTLEMENT DATE: ____/____/_____
UNIT OWNERS NAME: _____
UNIT OWNERS ADDRESS: _____
DATE & PLACE OF BIRTH: _____

CONTACT DETAILS: HOME:_____ WORK:_____

MOBILE:_____ EMAIL:_____

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

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

RENTAL MANAGER/AGENTS _____
(if applicable) _____
ADDRESS: _____
CONTACT PERSON: _____

CONTACT DETAILS: HOME:_____ WORK:_____

MOBILE:_____ EMAIL:_____

TENANT NAMES: _____
CONTACT DETAILS: HOME:_____ WORK:_____

MOBILE:_____ EMAIL:_____

CONVEYANCER ACTING ON BEHALF OF VENDOR: _____

CONVEYANCER ACTING ON BEHALF OF PURCHASER: _____

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

Forms Live Sign
Page: 108 / 136
e82ad005-a81d-46f0-878b-cab3ddc2de70

Willsmore Paterson Pty Ltd
ABN 46 101 290 439
162 Grange Rd, Flinders Park SA 5025
PO Box 1076, Flinders Park SA 5025
08 8340 2929
strata@willsmorepaterson.com.au
willsmorepaterson.com.au
RLA: 234 276

20/09/2024

FILE COPY

Dear

RE: SC 4729 - / , NORTH ADELAIDE, SA, 5006

Please find attached a copy of the minutes of the recent Annual General Meeting of your Corporation for your records.

Please feel free to contact us should you have any queries.

Kind regards

Body Corporate Managers
WILLSMORE PATERSON PTY LTD

Forms Live Sign
Page: 109 / 136
e82ad005-a81d-46f0-878b-cab3ddc2de70

STRATA CORPORATION 4729 INC
22 GOVER STREET, NORTH ADELAIDE
MINUTES OF ANNUAL GENERAL MEETING HELD
VIA MICROSOFT TEAMS ON 4TH SEPTEMBER 2024 AT 1 PM

ATTENDANCE:

Unit 2	Roundhill Pty Ltd, L Pfeiffer
Unit 3	C Penery & C Penery proxy to I Willsmore
Unit 4	S Francis
Unit 5	Roundhill Pty Ltd, L Pfeiffer
Unit 6	Roundhill Pty Ltd, L Pfeiffer

Ian Willsmore for Willsmore Paterson Pty Ltd

Ian Willsmore opened the Meeting with a quorum, and was asked to assist the Corporation in chairing the meeting.

CONFIRMATION OF MINUTES & BUSINESS ARISING:

It was **moved** that the Minutes from the previous Annual General Meeting be accepted as a true record. **Carried unanimously**.

CORRESPONDENCE:

No current correspondence was tabled.

Email correspondence - is the preferred method of delivery for all levies, agendas, minutes and correspondence. Owners are responsible for ensuring that Body Corporate Managers have their current email address on file at all times. However, if Australia Post is preferred by an owner this will be the manner of service.

FINANCIAL STATEMENT:

It was **moved** that the Financial Statement covering the period 27/4/23 – 26/4/24 be accepted as a true record. **Carried unanimously**.

OFFICERS OF THE CORPORATION:

The following appointments were made:

Presiding Officer	Leisl Pfeiffer
Secretary	Sharon Francis
Treasurer	Tegan Lewis

APPOINTMENT OF CORPORATION MANAGER:

Willsmore Paterson offered its services as Corporation Manager for the coming year under the terms and conditions as outlined in the Strata Management Agreement sent to the Presiding Officer prior to the meeting, and tabled here at the meeting: management fee $1490 plus meeting fee and disbursements. It was **moved** to appoint Willsmore Paterson Pty Ltd as Corporation Manager for the coming year. **Carried unanimously**.

The Presiding Officer has been sent the Management Agreement on behalf of the Corporation to sign. A copy of Willsmore Paterson's Professional Indemnity Insurance Policy was also sent to Presiding Officer.

INSURANCE REVIEW:

Body Corporate Manager advised that it is a requirement under the Strata Titles Act for Corporations to insure the building for replacement cost. In order to ensure that the Corporation is insured for the correct amount, Ian Willsmore suggested it would be good practice to have the group assessed periodically for replacement cost by a registered valuer. The most recent valuation was carried out in September 2021 - $900,000.

It was **moved** to appoint a Licensed Valuer to assess the replacement value of the units. The Manager is authorised to amend the insurance cover to the valuer's recommended amount. **Carried unanimously.**

Body Corporate Manager declared to the Meeting that Willsmore Paterson Pty Ltd is an authorised representative of CHU Underwriting Agencies Pty Ltd and an agent of the insurers of QBE Insurance (Australia) Ltd.

Willsmore Paterson Pty Ltd is qualified to give general advice and information about insurance, not personal advice. If the Corporation requires specialist insurance advice, the Manager can refer the Corporation to an insurance adviser.

Current Insurance Detail

Policy Number: 68667

Company: CHU UNDERWRITING AGENCIES PTY LTD

(See attached)

It was **moved** to retain the insurance at its current level pending valuation. **Carried unanimously**.

Insurance excess: It was noted the insurance policy carries an excess. It was agreed that on most insurance claims, the Strata would pay the excess. However, in the event that a claim benefits only one unit and no common property is at fault or involved, and no third party is involved, e.g. replacement of shower screen, or hand basin/toilet bowl, it was agreed that the individual owner of the unit receiving the insurance work would be responsible for the excess.

Standing direction - unless otherwise authorised at a general meeting of the Corporation, Body Corporate Manager is authorised to automatically renew the body corporate insurance policies prior to expiration, at the limits of cover held by the Body Corporate.

Important insurance requirement for individual owners -

Each individual owner is responsible for contents insurance and liability insurance for their own unit.

MAINTENANCE OF COMMON PROPERTY:

The following maintenance items were agreed:

Gardening - okay.

Gutters – done & cleared April 2024. No further action at this stage.

ARL Pest Control for termite inspection same time next year 2025.

It was noted that all owners need to be vigilant in noticing anything in the group which could be considered a hazard. The Corporation has a duty of care to minimize the risk of hazards (e.g. cracked/lifting concrete in driveway or footpath, rotting timber in balconies, faulty common lighting etc.). Owner is urged to report any such issues to the Strata Manager for relatively urgent attention.

Smoke detectors - Noted all units must be fitted with an approved, functioning smoke detector. Individual unit owner responsibility

APPROVALS:

It was noted that external alterations (e.g. garden sheds, pergolas, skylights, air conditioners, solar panels, outside awnings, screen doors etc.) require special resolution at a meeting for approval. If during the year an owner wishes to apply to the Corporation for such an alteration which requires a special resolution a meeting would need to be convened and the cost of $150 for the meeting would be borne by the applicant. This would also apply if approval was required by an owner to keep a pet. Confirmed this group has a no pet policy, but application can be made on an individual basis

BUDGET REVIEW & SETTING OF CONTRIBUTIONS:

It was **moved** to retain the current level of contributions. **Carried unanimously**.

Agreed if there is a shortfall in funds at any stage, strata manager is authorised to raise a special levy as decided and instructed, by officers of corporation.

Levies outstanding over a period of 30 days 10% interest be added to the debt at the owner's expense.

An arrears notice will be sent for levies in arrears of more than 40 days, incurring an additional admin fee of $30, and recoverable together with all costs associated with collection through the Court.

A final notice will be sent for levies in arrears of more than 70 days incurring a further $30 admin fee recoverable in the same manner as the arrears notice.

A legal notice will be sent for levies in arrears of more than 90 days incurring a further $30 admin fee recoverable in the same manner as the arrears and final notice.

All court costs, legal costs, and associated costs incurred in pursuing an outstanding debt is recoverable from the unit being pursued.

Owners are encouraged to pay their levies on time, and asked to notify the Corporation if they change their email address, postal address, or phone number.

If the debt remains outstanding Willsmore Paterson Pty Ltd with the approval of the Presiding Officer will refer the outstanding invoices to a debt recovery agency, with all costs associated with the debt collection.

There being no further business the meeting closed at 1.20 pm.

Level 13, 431 King William Street
Adelaide SA 5000

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	68667
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	05/10/2023 to 05/10/2024 at 4:00pm
The Insured	STRATA CORPORATION NO. 4729 INC.
Situation	22 GOVER STREET NORTH ADELAIDE SA 5006

Policies Selected

Policy 1 – Insured Property
Building: $987,000
Common Area Contents: $7,079
Loss of Rent & Temporary Accommodation (total payable): $148,050

Policy 2 – Liability to Others
Sum Insured: $10,000,000

Policy 3 – Voluntary Workers
Death: $200,000
Total Disablement: $2,000 per week

Policy 4 – Fidelity Guarantee
Sum Insured: $100,000

Policy 5 – Office Bearers' Legal Liability
Sum Insured: $500,000

Policy 6 – Machinery Breakdown
Not Selected

Policy 7 – Catastrophe Insurance
Not Selected

Policy 8 – 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

Policy 9 – Lot owners' fixtures and improvements (per lot)

The contract of insurance is arranged by CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070, AFSL 243261) on behalf of the insurer: QBE Insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).

Forms Live Sign
Page: 113 / 136
e82ad005-a81d-46f0-878b-cab3ddc2de70

Sum Insured: $250,000

Flood Cover is included.

Date Printed 07/09/2023

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Forms Live Sign
Page: 114 / 136
e82ad005-a81d-46f0-878b-cab3ddc2de70

Willsmore Paterson Pty Ltd
ABN 46 101 290 439
162 Grange Rd, Flinders Park SA 5025
PO Box 1076, Flinders Park SA 5025
08 8340 2929
strata@willsmorepaterson.com.au
willsmorepaterson.com.au
RLA: 234 276

25/10/2023

FILE COPY

Dear

RE: SC 4729 - / , NORTH ADELAIDE, SA, 5006

Please find attached a copy of the minutes of the recent Annual General Meeting of your Corporation for your records.

Please feel free to contact us should you have any queries.

Kind regards

Body Corporate Managers
WILLSMORE PATERSON PTY LTD

Forms Live Sign
Page: 115 / 136
e82ad005-a81d-46f0-878b-cab3ddc2de70

STRATA CORPORATION 4729 INC
22 GOVER STREET, NORTH ADELAIDE
MINUTES OF ANNUAL GENERAL MEETING HELD
VIA TEAMS ON 4TH OCTOBER 2023 AT 1 PM

ATTENDANCE:

Unit 1	T Lewis
Unit 2	L Pfeiffer for Roundhill Rentals Pty Ltd
Unit 4	S Francis
Unit 5	L Pfeiffer
Unit 6	L Pfeiffer

Ian Willsmore for Willsmore Paterson Pty Ltd

Ian Willsmore opened the Meeting with a quorum, and was asked to assist the Corporation in chairing the meeting.

CONFIRMATION OF MINUTES & BUSINESS ARISING:

It was **moved** that the Minutes from the previous Annual General Meeting be accepted as a true record. **Carried unanimously**.

CORRESPONDENCE:

No current correspondence was tabled.

Email correspondence - is the preferred method of delivery for all levies, agendas, minutes and correspondence. Owners are responsible for ensuring that Body Corporate Managers have their current email address on file at all times. However, if Australia Post is preferred by an owner this will be the manner of service.

FINANCIAL STATEMENT:

It was **moved** that the Financial Statement covering the period 27/4/22 – 26/4/23 be accepted as a true record. **Carried unanimously**.

OFFICERS OF THE CORPORATION:

The following appointments were made:

Presiding Officer	Leisl Pfeiffer
Secretary	Sharon Francis
Treasurer	Tegan Lewis

APPOINTMENT OF CORPORATION MANAGER:

Willsmore Paterson offered its services as Corporation Manager for the coming year under the terms and conditions as outlined in the Strata Management Agreement sent to the Presiding Officer prior to the meeting, and tabled here at the meeting: management fee $1390 plus meeting fee and disbursements. It was **moved** to appoint Willsmore Paterson Pty Ltd as Corporation Manager for the coming year. **Carried unanimously**.

The Presiding Officer has been sent the Management Agreement on behalf of the Corporation to sign. A copy of Willsmore Paterson's Professional Indemnity Insurance Policy was also sent to Presiding Officer.

INSURANCE REVIEW:

Ian Willsmore advised that it is a requirement under the Strata Titles Act for Corporations to insure the building for replacement cost. In order to ensure that the Corporation is insured for the correct amount, Ian Willsmore suggested it would be good practice to have the group assessed periodically for replacement cost by a registered valuer. The most recent valuation was carried out in September 2021 – $882,000.

Ian Willsmore declared to the Meeting that Willsmore Paterson Pty Ltd is an authorised representative of CHU Underwriting Agencies Pty Ltd and an agent of the insurers of QBE Insurance (Australia) Ltd.

Willsmore Paterson Pty Ltd is qualified to give general advice and information about insurance, not personal advice. If the Corporation requires specialist insurance advice, the Manager can refer the Corporation to an insurance adviser.

Current Insurance Detail

Policy Number: 68667

Company: CHU UNDERWRITING AGENCIES PTY LTD

(See attached)

It was **moved** to retain the insurance at its current level. **Carried unanimously**.

Insurance excess: It was noted the insurance policy carries an excess. It was agreed that on most insurance claims, the Strata would pay the excess. However, in the event that a claim benefits only one unit and no common property is at fault or involved, and no third party is involved, e.g. replacement of shower screen, or hand basin/toilet bowl, it was agreed that the individual owner of the unit receiving the insurance work would be responsible for the excess.

Standing direction - unless otherwise authorised at a general meeting of the Corporation, Body Corporate Manager is authorised to automatically renew the body corporate insurance policies prior to expiration, at the limits of cover held by the Body Corporate.

Important insurance requirement for individual owners -

Each individual owner is responsible for contents insurance and liability insurance for their own unit.

MAINTENANCE OF COMMON PROPERTY:

The following maintenance items were agreed:

Gardening – all good!

Gutter cleaning – April 2024.

Pest Control – agreed to have visual inspection carried out. Access will be required to each unit. Assistance and co-operation from all owners/property managers/residents to carry this out successfully.

Agreed a Saturday morning, if possible, would be best for an inspection time. Owners to be advised of nominated day when access will be required.

It was noted that all owners need to be vigilant in noticing anything in the group which could be considered a hazard. The Corporation has a duty of care to minimize the risk of hazards (e.g., cracked/lifting concrete in driveway or footpath, rotting timber in balconies, faulty common lighting etc.). Owner is urged to report any such issues to the Strata Manager for relatively urgent attention.

Smoke detectors - Noted all units must be fitted with an approved, functioning smoke detector. Individual unit owner responsibility

APPROVALS:

Cat- Iris, Unit 1 – **approved**. Confirmed approval is for specific cat. No precedent set for any other animal.

Aerials approved fascia mounted in principle but specifications to be provided.

It was noted that external alterations (e.g., garden sheds, pergolas, skylights, air conditioners, solar panels, outside awnings, screen doors etc.) require special resolution at a meeting for approval. If during the year an owner wishes to apply to the Corporation for such an alteration which requires a special resolution a meeting would need to be convened and the cost of $150 for the meeting would be borne by the applicant. This would also apply if approval was required by an owner to keep a pet. Confirmed this group has a no pet policy, but application can be made on an individual basis

BUDGET REVIEW & SETTING OF CONTRIBUTIONS:

It was **moved** to increase admin by $15 per quarter per unit. **Carried unanimously.**

Establish sinking fund at rate of $150 per unit per quarter to be discussed again and reviewed at AGM 2024.

Agreed if there is a shortfall in funds at any stage, strata manager is authorised to raise a special levy as decided and instructed, by officers of corporation.

Levies outstanding over a period of 30 days 10% interest be added to the debt at the owner's expense.

An arrears notice will be sent for levies in arrears of more than 40 days, incurring an additional admin fee of $30, and recoverable together with all costs associated with collection through the Court.

A final notice will be sent for levies in arrears of more than 70 days incurring a further $30 admin fee recoverable in the same manner as the arrears notice.

A legal notice will be sent for levies in arrears of more than 90 days incurring a further $30 admin fee recoverable in the same manner as the arrears and final notice.

All court costs, legal costs, and associated costs incurred in pursuing an outstanding debt is recoverable from the unit being pursued.

Owners are encouraged to pay their levies on time, and asked to notify the Corporation if they change their email address, postal address, or phone number.

If the debt remains outstanding Willsmore Paterson Pty Ltd with the approval of the Presiding Officer will refer the outstanding invoices to a debt recovery agency, with all costs associated with the debt collection.

There being no further business the meeting closed at 1.30 pm.

Level 13, 431 King William Street
Adelaide SA 5000

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	68667
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	05/10/2023 to 05/10/2024 at 4:00pm
The Insured	STRATA CORPORATION NO. 4729 INC.
Situation	22 GOVER STREET NORTH ADELAIDE SA 5006

Policies Selected

Policy 1 – Insured Property
Building: $987,000
Common Area Contents: $7,079
Loss of Rent & Temporary Accommodation (total payable): $148,050

Policy 2 – Liability to Others
Sum Insured: $10,000,000

Policy 3 – Voluntary Workers
Death: $200,000
Total Disablement: $2,000 per week

Policy 4 – Fidelity Guarantee
Sum Insured: $100,000

Policy 5 – Office Bearers' Legal Liability
Sum Insured: $500,000

Policy 6 – Machinery Breakdown
Not Selected

Policy 7 – Catastrophe Insurance
Not Selected

Policy 8 – 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

Policy 9 – Lot owners' fixtures and improvements (per lot)

The contract of insurance is arranged by CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070, AFSL 243261) on behalf of the insurer: QBE Insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).

Forms Live Sign
Page: 119 / 136
e82ad005-a81d-46f0-878b-cab3ddc2de70

Sum Insured: $250,000

Flood Cover is included.

Date Printed 07/09/2023

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Forms Live Sign
Page: 120 / 136
e82ad005-a81d-46f0-878b-cab3ddc2de70

Willsmore Paterson Pty Ltd
162 Grange Road FLINDERS PARK SA 5025 ABN: 46 101 290 439
Ph: 08 8340 2929 Email: strata@willsmorepaterson.com.au

Balance Sheet - S/Corp 4729
22 GOVER STREET, NORTH ADELAIDE, SA 5006
For the Financial Period 27/04/2023 to 26/04/2024

	Administrative	Sinking	TOTAL THIS YEAR
Assets			
Cash At Bank			
ITF SP 4729	$2,267.01	$3,658.01	$5,925.02
Total Assets	**$2,267.01**	**$3,658.01**	**$5,925.02**
Liabilities			
Accounts Payable (GST Free)	$123.35	$0.00	$123.35
Total Liabilities	**$123.35**	**$0.00**	**$123.35**
Net Assets	**$2,143.66**	**$3,658.01**	**$5,801.67**
Owners Funds			
Opening Balance	$2,986.03	$1,858.01	$4,844.04
Net Income For The Period	$(842.37)	$1,800.00	$957.63
Total Owners Funds	**$2,143.66**	**$3,658.01**	**$5,801.67**

Forms Live Sign
Page: 121 / 136
e82ad005-a81d-46f0-878b-cab3ddc2de70

Lot Positions Report - S/Corp 4729
22 GOVER STREET, NORTH ADELAIDE, SA 5006
For the Financial Period 27/04/2023 to 26/04/2024

Administrative Fund

Lot#	Unit#	Owner Name	Opening Balance	Levied	Special Levy	Paid	Closing Balance	Interest Paid
1	1	Ms T M Lewis	$0.00	$1,130.00	$0.00	$1,130.00	$0.00	$0.00
2	2	Roundhill Rentals Pty Ltd	$275.00	$1,130.00	$0.00	$1,405.00	$0.00	$5.35
3	3	Mr C Penery & Ms C Penery	$0.00	$1,130.00	$0.00	$1,130.00	$0.00	$0.00
4	4	Sharon Francis	$0.00	$1,130.00	$0.00	$1,130.00	$0.00	$0.00
5	5	Roundhill Rentals Pty Ltd	$275.00	$1,130.00	$0.00	$1,405.00	$0.00	$0.00
6	6	Roundhill Rentals Pty Ltd	$275.00	$1,130.00	$0.00	$1,405.00	$0.00	$0.00
Administrative Fund Totals			**$825.00**	**$6,780.00**	**$0.00**	**$7,605.00**	**$0.00**	**$5.35**
						Administrative Fund Arrears	**$0.00**	
						Administrative Fund Advances	**$0.00**	

Forms Live Sign
Page: 122 / 136
e82ad005-a81d-46f0-878b-cab3ddc2de70

Lot Positions Report - S/Corp 4729
22 GOVER STREET, NORTH ADELAIDE, SA 5006
For the Financial Period 27/04/2023 to 26/04/2024

Sinking Fund

Lot#	Unit#	Owner Name	Opening Balance	Levied	Special Levy	Paid	Closing Balance	Interest Paid
1	1	Ms T M Lewis	$0.00	$300.00	$0.00	$300.00	$0.00	$0.00
2	2	Roundhill Rentals Pty Ltd	$0.00	$300.00	$0.00	$300.00	$0.00	$0.00
3	3	Mr C Penery & Ms C Penery	$0.00	$300.00	$0.00	$300.00	$0.00	$0.00
4	4	Sharon Francis	$0.00	$300.00	$0.00	$300.00	$0.00	$0.00
5	5	Roundhill Rentals Pty Ltd	$0.00	$300.00	$0.00	$300.00	$0.00	$0.00
6	6	Roundhill Rentals Pty Ltd	$0.00	$300.00	$0.00	$300.00	$0.00	$0.00
Sinking Fund Totals			**$0.00**	**$1,800.00**	**$0.00**	**$1,800.00**	**$0.00**	**$0.00**
						Sinking Fund Arrears	**$0.00**	
						Sinking Fund Advances	**$0.00**	

Forms Live Sign
Page: 123 / 136
e82ad005-a81d-46f0-878b-cab3ddc2de70

Cash Management Report - S/Corp 4729
22 GOVER STREET, NORTH ADELAIDE, SA 5006

For the period 27/04/2023 to 26/04/2024

Levy Income - Consolidated

Lot	Owner Name	Bal Bfwd 27/04/2023	Levies Due this period	Special Levy	Paid this period	Discount Amounts	Closing Balance	Interest Due
1	Ms T M Lewis	$0.00	$1,430.00	$0.00	$1,430.00	$0.00	$0.00	$0.00
2	Roundhill Rentals Pty Ltd	$275.00	$1,430.00	$0.00	$1,705.00	$0.00	$0.00	$0.00
3	Mr C Penery & Ms C Penery	$0.00	$1,430.00	$0.00	$1,430.00	$0.00	$0.00	$0.00
4	Sharon Francis	$0.00	$1,430.00	$0.00	$1,430.00	$0.00	$0.00	$0.00
5	Roundhill Rentals Pty Ltd	$275.00	$1,430.00	$0.00	$1,705.00	$0.00	$0.00	$0.00
6	Roundhill Rentals Pty Ltd	$275.00	$1,430.00	$0.00	$1,705.00	$0.00	$0.00	$0.00
Owner Totals - Consolidated		**$825.00**	**$8,580.00**	**$0.00**	**$9,405.00**	**$0.00**	**$0.00**	**$0.00**

Administrative Fund - Other Receipts - Consolidated

Interest on Overdues

Date	Reference	Received From	Details	Amount
21/12/2023	226	Roundhill Rentals Pty Ltd	Standard Levy Contribution Schedule for 01/10/2023 to 31/12/2023	$5.35
			Total Interest on Overdues	**$5.35**
			Total for Administrative Fund - Other Receipts	**$5.35**

Administrative Fund - Payments - Consolidated

Disbursements

Date	Reference	Payee	Details	Amount
14/03/2024	D/D#151	WILLSMORE PATERSON PTY LTD	DISBURSEMENTS (01/03/2024 - 31/03/2024)	$7.50
12/02/2024	D/D#150	WILLSMORE PATERSON PTY LTD	DISBURSEMENTS (01/02/2024 - 29/02/2024)	$7.50
07/01/2024	D/D#148	WILLSMORE PATERSON PTY LTD	DISBURSEMENTS (01/12/2023 - 31/12/2023)	$7.50
07/01/2024	D/D#149	WILLSMORE PATERSON PTY LTD	DISBURSEMENTS (01/01/2024 - 31/01/2024)	$7.50
22/11/2023	D/D#146	WILLSMORE PATERSON PTY LTD	DISBURSEMENTS (01/11/2023 - 30/11/2023)	$7.50
09/11/2023	D/D#145	WILLSMORE PATERSON PTY LTD	DISBURSEMENTS (01/10/2023 - 31/10/2023)	$7.50
05/10/2023	D/D#143	WILLSMORE PATERSON PTY LTD	DISBURSEMENTS (01/09/2023 - 30/09/2023)	$7.50
31/08/2023	D/D#141	WILLSMORE PATERSON PTY LTD	DISBURSEMENTS (01/08/2023 - 31/08/2023)	$7.50
01/08/2023	D/D#140	WILLSMORE PATERSON PTY LTD	DISBURSEMENTS (01/07/2023 - 31/07/2023)	$7.50
08/06/2023	D/D#139	WILLSMORE PATERSON PTY LTD	DISBURSEMENTS (01/06/2023 - 30/06/2023)	$7.50
05/05/2023	D/D#137	WILLSMORE PATERSON PTY LTD	DISBURSEMENTS (01/05/2023 - 31/05/2023)	$7.50
			Total Disbursements	**$82.50**

Grounds Maintenance

Date	Reference	Payee	Details	Amount
16/04/2024	D/D#152	GET-ECO	Grounds inc pruning & weeds 9/4	$330.00
20/12/2023	D/D#147	GET-ECO	Grounds inc weds & pruning 13/12	$420.00
02/11/2023	D/D#144	GET-ECO	Grounds 4 X 3 hrs	$834.00
25/05/2023	D/D#138	GET-ECO	Grounds 4 X 3 hrs	$750.00
			Total Grounds Maintenance	**$2,334.00**

Insurance - Premium

Date	Reference	Payee	Details	Amount
06/09/2023	D/D#142	CHU UNDERWRITING AGENCIES PTY LTD	Insurance 5/10/2023-5/10/2024	$3,168.52
			Total Insurance - Premium	**$3,168.52**

Forms Live Sign
Page: 124 / 136
e82ad005-a81d-46f0-878b-cab3ddc2de70

Cash Management Report - S/Corp 4729
22 GOVER STREET, NORTH ADELAIDE, SA 5006

For the period 27/04/2023 to 26/04/2024

Administrative Fund - Payments - Consolidated (Continued)

Management Fee

Date	Reference	Payee	Details	Amount
14/03/2024	D/D#151	WILLSMORE PATERSON PTY LTD	Management Fee (01/03/2024 - 31/03/2024)	$115.85
12/02/2024	D/D#150	WILLSMORE PATERSON PTY LTD	Management Fee (01/02/2024 - 29/02/2024)	$115.85
07/01/2024	D/D#148	WILLSMORE PATERSON PTY LTD	Management Fee (01/12/2023 - 31/12/2023)	$115.85
07/01/2024	D/D#149	WILLSMORE PATERSON PTY LTD	Management Fee (01/01/2024 - 31/01/2024)	$115.85
22/11/2023	D/D#146	WILLSMORE PATERSON PTY LTD	Management Fee (01/11/2023 - 30/11/2023)	$115.85
09/11/2023	D/D#145	WILLSMORE PATERSON PTY LTD	Management Fee (01/10/2023 - 31/10/2023)	$115.85
05/10/2023	D/D#143	WILLSMORE PATERSON PTY LTD	Management Fee (01/09/2023 - 30/09/2023)	$115.85
31/08/2023	D/D#141	WILLSMORE PATERSON PTY LTD	Management Fee (01/08/2023 - 31/08/2023)	$108.35
01/08/2023	D/D#140	WILLSMORE PATERSON PTY LTD	Management Fee (01/07/2023 - 31/07/2023)	$108.35
08/06/2023	D/D#139	WILLSMORE PATERSON PTY LTD	Management Fee (01/06/2023 - 30/06/2023)	$108.35
05/05/2023	D/D#137	WILLSMORE PATERSON PTY LTD	Management Fee (01/05/2023 - 31/05/2023)	$108.35
			Total Management Fee	**$1,244.35**

Meeting Fee

Date	Reference	Payee	Details	Amount
22/11/2023	D/D#146	WILLSMORE PATERSON PTY LTD	Meeting Processing (01/10/2023 - 31/10/2023)	$180.00
			Total Meeting Fee	**$180.00**

Pest Control

Date	Reference	Payee	Details	Amount
24/04/2024	D/D#153	ARL - TERMITE INSPECTION	Termite inspection 5 units	$495.00
			Total Pest Control	**$495.00**
			Total for Administrative Fund - Payments	**$7,504.37**

Financial Summary - Consolidated

	-------- THIS PERIOD --------		
	Administrative	**Sinking**	**Total**
Receipts			
Interest on Overdues	$5.35	$0.00	$5.35
Levy Income	$7,605.00	$1,800.00	$9,405.00
Receipts for the Period	**$7,610.35**	**$1,800.00**	**$9,410.35**
Payments			
Disbursements	$82.50	$0.00	$82.50
Grounds Maintenance	$2,334.00	$0.00	$2,334.00
Insurance - Premium	$3,168.52	$0.00	$3,168.52
Meeting Fee	$180.00	$0.00	$180.00
Pest Control	$495.00	$0.00	$495.00
Management Fee	$1,244.35	$0.00	$1,244.35
Payments for the Period	**$7,504.37**	**$0.00**	**$7,504.37**
Net Cash movement for the Period	**$105.98**	**$1,800.00**	**$1,905.98**

Forms Live Sign
Page: 125 / 136
e82ad005-a81d-46f0-878b-cab3ddc2de70

Cash Management Report - S/Corp 4729
22 GOVER STREET, NORTH ADELAIDE, SA 5006

For the period 27/04/2023 to 26/04/2024

Bank Account Summary - Consolidated Funds

Account Name: ITF SP 4729

	Administrative	Sinking	Total
Opening Balance as at 27/04/2023	$2,161.03	$1,858.01	$4,019.04
ADD: Receipts for the period	$7,610.35	$1,800.00	$9,410.35
LESS: Payments for the period	$7,504.37	$0.00	$7,504.37
Closing Balance as at 26/04/2024	**$2,267.01**	**$3,658.01**	**$5,925.02**

Level 13, 431 King William Street
Adelaide SA 5000

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	68667
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	05/10/2024 to 05/10/2025 at 4:00pm
The Insured	STRATA CORPORATION NO. 4729 INC.
Situation	22 GOVER STREET NORTH ADELAIDE SA 5006

Policies Selected

Policy 1 – Insured Property
Building: $987,000
Common Area Contents: $7,079
Loss of Rent & Temporary Accommodation (total payable): $148,050

Policy 2 – Liability to Others
Sum Insured: $10,000,000

Policy 3 – Voluntary Workers
Death: $200,000
Total Disablement: $2,000 per week

Policy 4 – Fidelity Guarantee
Sum Insured: $100,000

Policy 5 – Office Bearers' Legal Liability
Sum Insured: $500,000

Policy 6 – Machinery Breakdown
Not Selected

Policy 7 – Catastrophe Insurance
Not Selected

Policy 8 – 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

Policy 9 – Lot owners' fixtures and improvements (per lot)
Sum Insured: $250,000

The contract of insurance is arranged by CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070, AFSL 243261) on behalf of the insurer: QBE Insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).

Flood Cover is included.

Date Printed 27/09/2024

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Forms Live Sign
Page: 128 / 136
e82ad005-a81d-46f0-878b-cab3ddc2de70

REGISTER OF SPECIAL RESOLUTIONS & UNANIMOUS RESOLUTIONS AFFECTING A UNIT OR UNITS AND/OR THE COMMON PROPERTY

SC 4729 **22 GOVER STREET NORTH ADELAIDE 5006**

DATE	RESOLUTION/APPROVAL
04/10/23	Cat - Iris, Unit 1 – **approved**. Confirmed approval is for specific cat. No precedent set for any other animal. **Aerials approved fascia mounted in principle** but specifications to be provided.
29/04/21	Approval sought from owner unit 1 to allow the person who has contracted to buy her unit, subject to approval of Corporation, to keep a cat. Particulars of the cat are listed below •18 Months Old •Domestic Medium Hair •Female •Desexed •Microchipped •Sweet Natured, Well Behaved •Up to date with all vaccinations •Very healthy •Always Indoors Approval would have the following conditions:- 1. pet remains inside and within subsidiary of 1/22 Gover. 2. Pet is not to be in common area 3. Approval is granted to this incoming Owner / Resident for the current pet. 4. Approval would need to be reassessed for a replacement pet 5. Approval is not transferable to another resident / future resident / tenant
01/04/21	Approval for unit 5 to install an external Electric Hot Water Service, sitting on concrete pad in garden bed immediately adjacent building / Unit 5 bathroom. This setup will not encroach on foot traffic or impinge vehicle access through the driveway. • Colour matching to external render, where possible, will be adhered to, for any pipe work etc. • Plant suitable greenery at an appropriate space to disguise HWS while still maintaining clear access to unit. • All work and associated costs will be borne by unit 5 owner. Attachments (2) (sent with Notice of Meeting): Brochure of HWS to be installed, height approx 1.4m Photo of U5 lounge window showing 2 wall mounted air conditioners (units 5 and 4), historical approval.

Forms Live Sign
Page: 129 / 136
e82ad005-a81d-46f0-878b-cab3ddc2de70

	Hot water service will not be as tall as that. HWS will be adjacent bathroom window
05/03/14	Units, 1, 3, 4 & 6 – Approval open carport without roller door and additional pedestrian gate.

Forms Live Sign
Page: 130 / 136
e82ad065-a81d-46f0-878b-cab3ddc2de70

STRATA PLAN NUMBER

SP4729

ACCEPTED FOR DEPOSIT

pro Registrar-General

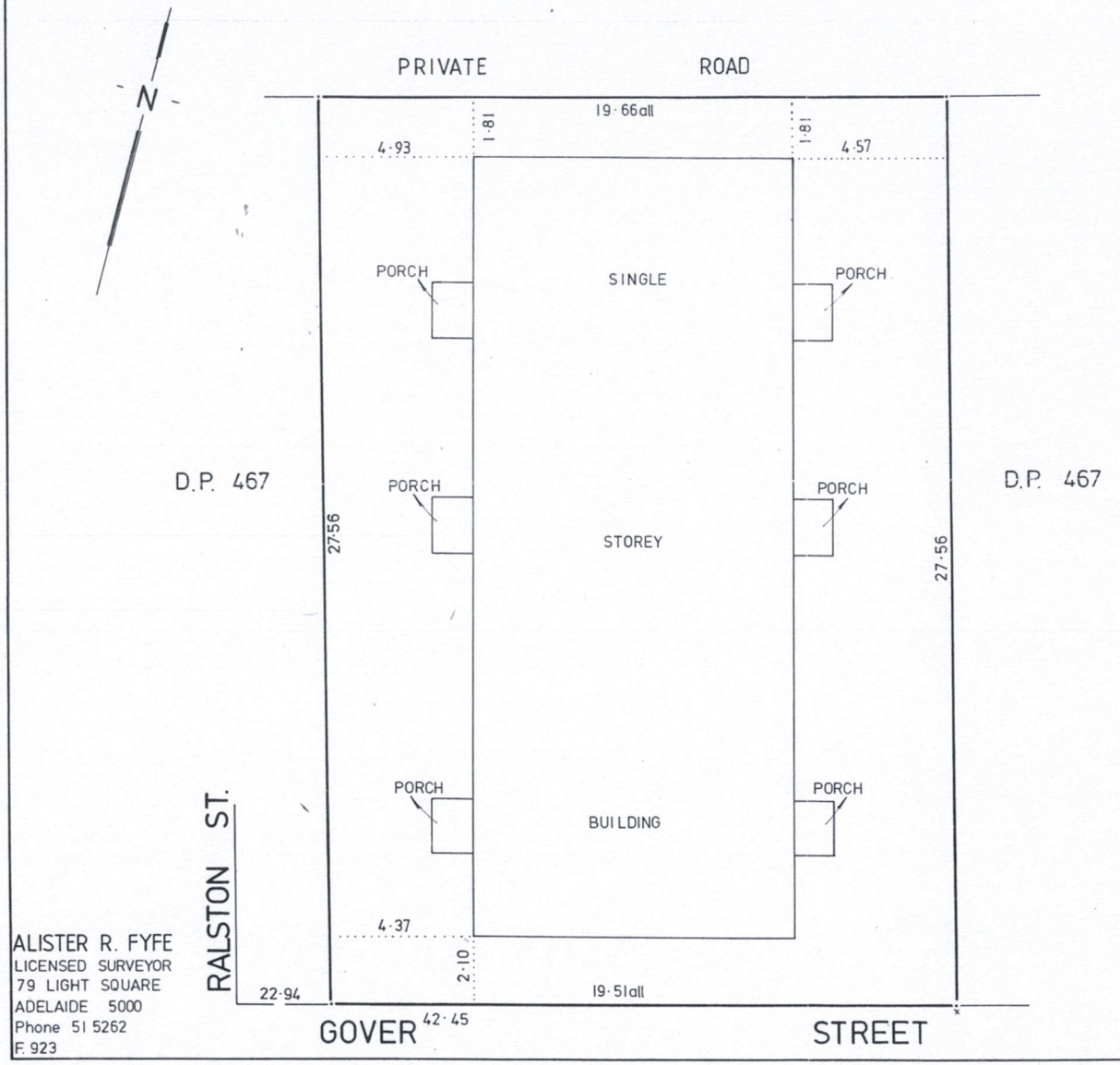
15/9/1981

Reference Map No.

COUNCIL

CITY OF ADELAIDE

THIS IS SHEET 1 OF 3 SHEETS



HUNDRED OF YATALA

CITY OF ADELAIDE

PT. TOWN ACRES 911 and 912

LOT. 6 and PT. LOTS. 5 and 7

in D.P. 467

IN THE AREA NAMED:~

NORTH ADELAIDE

COPY REDUCED 66⅔% OF ORIGINAL

SITE PLAN

SCALE

0 2 4 6 8 10m

C.T. 2942/42

AREA OF TITLE 539m²

Authority for data vide F.P.X 14561 (X 21909)

I, ALISTER ROSS FYFE, a Licensed Surveyor within the meaning of the Surveyors Act, 1975, do hereby certify:

1. that all the units and unit subsidiaries and all buildings and other structures depicted hereon are wholly comprised within the boundaries of the parcel delineated on this strata plan;
2. that this strata plan represents an accurate delineation of the units and unit subsidiaries 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 1st day of JUNE 1981

Licensed Surveyor

ALISTER R. FYFE
LICENSED SURVEYOR
79 LIGHT SQUARE
ADELAIDE 5000
Phone 51 5262
F. 923

LTO 12

Forms Live Sign
Page: 131 / 136
e82ad005-a81d-46f0-878b-cab3ddc2de70

STRATA PLAN NUMBER

SP4729

ACCEPTED FOR DEPOSIT

pro Registrar-General

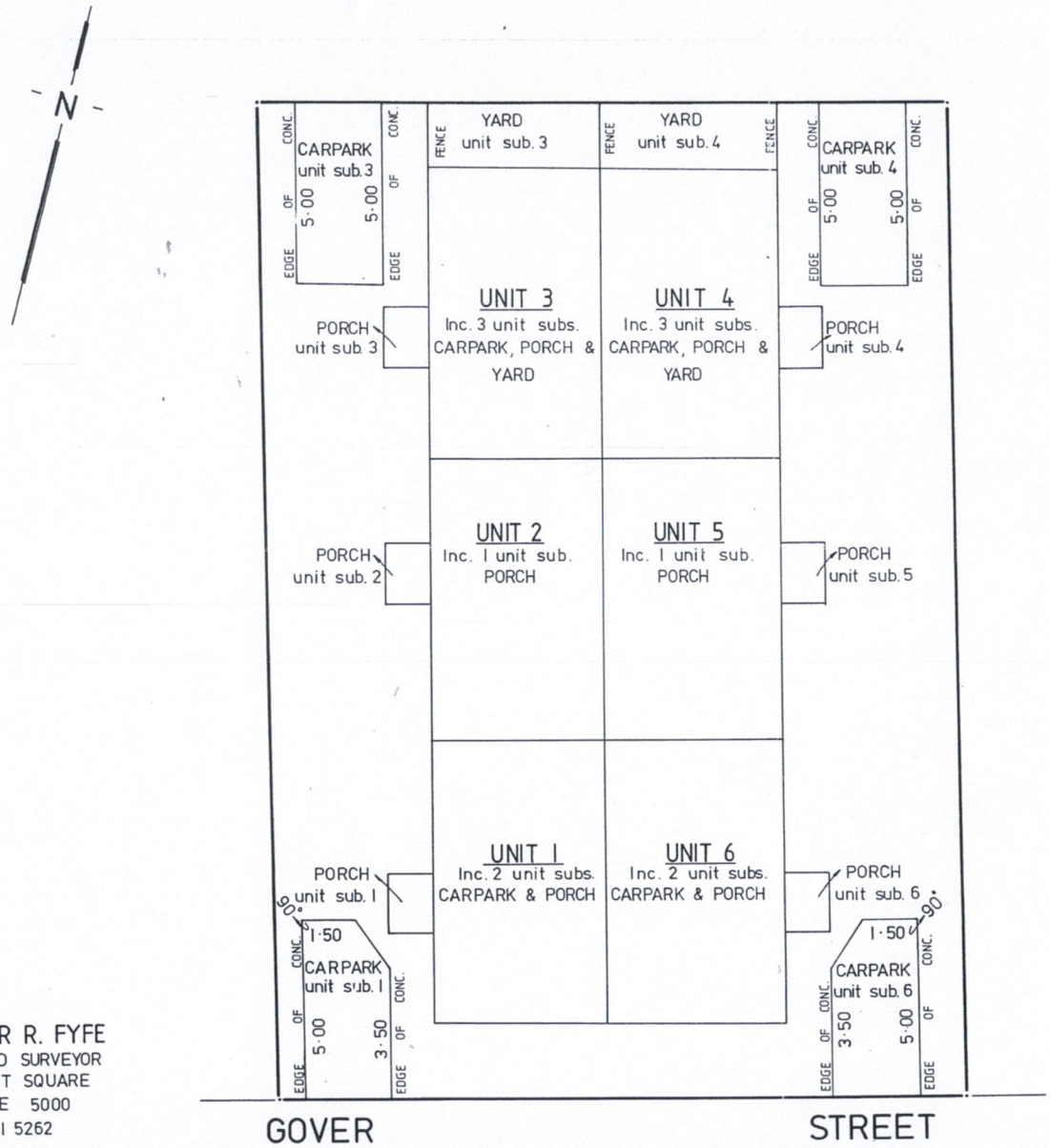
15/9/1981

Reference Map No.

COUNCIL

CITY OF ADELAIDE

THIS IS SHEET 2 OF 3 SHEETS



COPY REDUCED 66⅔% OF ORIGINAL

GROUND FLOOR PLAN

SCALE

0 2 4 6 8 10m

THE LOWER AND UPPER BOUNDARIES OF THE UNIT SUBSIDIARIES SHOWN AS YARD AND CARPARK ARE EXISTING GROUND LEVEL AND 3·00 metres ABOVE THE SAME EXCEPT WHERE LIMITED BY EXISTING EAVES.

THE BOUNDARY OF A UNIT SUBSIDIARY WHERE IT ABUTS A UNIT IS A PLANE PARALLEL TO AND 0·02 metres FROM THE OUTSIDE WALL OF THAT UNIT.

ALISTER R. FYFE
LICENSED SURVEYOR
79 LIGHT SQUARE
ADELAIDE 5000
Phone 51 5262
F. 923

SCHEDULE OF UNIT ENTITLEMENT

UNIT No.	UNIT ENTITLEMENT	CURRENT C's of T. VOLUME	CURRENT C's of T. FOLIO
1	18		
2	16		
3	17		
4	17		
5	15		
6	17		
AGGREGATE	100		

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

STRATA PLAN NUMBER

SP4729

Authenticated vide
Application No. 4766845
and Accepted for Deposit

J Hales.

pro Registrar-General
15/9/1981

THIS IS SHEET 3 OF 3 SHEETS

Forms Live Sign
Page: 132 / 136
e82ad005-a81d-46f0-878b-cab3ddc2de70

Forms Live Sign
Page: 133 / 136
e82ad005-a81d-46f0-878b-cab3ddc2de70

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.

ANNEXURE F

HOME FIRE SAFETY FACT SHEET

SMOKE ALARM LEGISLATION

nest conveyancing

Forms Live Sign
Page: 135 / 136
e82ad005-a81d-46f0-878b-cab3ddc2de70



Home fire safety fact sheet

Smoke Alarm Legislation

Regulation 76B of the Regulations under the Development Act, 1993 requires that smoke alarms complying with Australian Standard 3786 be fitted to all "Class 1 and 2 buildings." (Compliance with Australian Standard 3786 will be shown on the smoke alarm packaging.)

"Class 1 and 2 buildings" means:

Any single dwelling including detached houses or attached houses such as row houses, terrace houses, town houses, villa units, etc.

- A boarding house, guest house, hostel or the like with a total floor area not exceeding 300m^2 and in which not more than 12 persons would ordinarily be resident.

  Note: Larger buildings of these types will require a commercial type fire alarm system.

- Any building containing two or more sole-occupancy units each being a separate dwelling (i.e. flats, motel units, apartments and the like) where the building is not required to be fitted with a commercial type fire alarm system.

The Building Code of Australia also requires domestic smoke alarms complying with Australian Standard 3786 in Class 3 and 4 buildings

- Class 3 building means a residential building, other than a Class 1 or 2 building, which is a common place of long term or transient living for a number of unrelated persons (maximum 20 persons 2 storeys or less). Example: boarding-house, hostel, backpackers' accommodation or residential part of a hotel, motel, school or detention centre.

- Class 4 means a dwelling in a building not purpose built for accommodation. Example: A flat over a shop.

New Buildings

Building Approval On Or After 1 January 1995

Since 1 January 1995, smoke alarms have been required in all new homes in South Australia. These alarms must be hard-wired to the 240 volt mains power supply unless the dwelling is not connected to such a supply.

Forms Live Sign
Page: 136 / 136
e82ad005-a81d-46f0-878b-cab3ddc2de70

They should also be fitted with a back-up battery to provide power in case of a mains power supply failure.

In dwellings not connected to mains power, smoke alarms powered by 10 year life, non-replaceable, non-removable, permanently connected batteries may be installed.

Existing Buildings

Building Approval Before 1 January 1995

As a minimum requirement all homes where building approval was granted before 1 January 1995 are required to be fitted with a smoke alarm powered by a replaceable battery subject to the following change of ownership conditions.

Change of ownership on or after 1 February 1998

From 1 February 1998, if there is a change of ownership of the land on which any building covered by this legislation is built, the new owner must, within 6 months of title transfer, install smoke alarms either:

- hard-wired to the 240 volt household power supply (unless the dwelling is not connected to such a supply); or
- powered by 10 year life, non-replaceable, non-removable, permanently connected batteries.

Home owners were required to comply with the smoke alarm legislation for existing buildings by 1 January 2000.

Interconnection Of Alarms

- From 1 May 2014, smoke alarms have been required to be interconnected in all new class 1 dwellings, within sole-occupancy units of class 2 and 3 buildings and in class 4 parts of buildings. (Class 4 is a single dwelling in an office building, retail building, storage building, manufacturing building or public building.)
- In existing buildings (i.e. those approved before 1 May 2014) any extension or addition (approved from 1 May 2014) which requires more than one smoke alarm must have those alarms interconnected however there is not a requirement to interconnect to alarms in the existing building.
- Smoke alarms in subsequent extensions will be required to interconnect to any alarms in extensions approved after 1 May 2014.

How Many Smoke Alarms And Where?

The Development Regulations require that one or more smoke alarms must be installed in every dwelling in locations that will provide reasonable warning to occupants of sleeping areas so that they may safely evacuate in the event of a fire.

For detailed and specific information about smoke alarms please see our Home Fire & Life Safety Fact Sheet "Smoke Alarms".

Adelaide Station
99 Wakefield Street
Adelaide SA 5000

Enquiries 8204 3611
samfscommunitysafety@sa.gov.au
www.mfs.sa.gov.au

Government of South Australia
METROPOLITAN FIRE SERVICE SOUTH AUSTRALIA
JAN 2020

Audit Trail

Document

Request Id	e82ad005-a81d-46f0-878b-cab3ddc2de70
Created	Jan 22nd 2025, 5:36 PM
Completed	Jan 22nd 2025, 5:51 PM

Signing Complete

Agency

Name	NEST CONVEYANCING (SA) PTY LTD
ABN	66 932 042 195
Address	60 Lambert Road Royston Park SA 5070

Agent

Name	Selina Dolman
Email	selina@nestconveyancing.com.au

Signing Events

- Selina Dolman created the signing request. — Jan 22nd 2025, 5:36 PM

  Please sign this form by clicking the button below:

- Agent - Selina Dolman was sent the signing request. — Jan 22nd 2025, 5:36 PM
  selina@nestconveyancing.com.au
- Vendor (1) - Sharon Francis was sent the signing request. — Jan 22nd 2025, 5:36 PM
  sharonlfrancis@hotmail.com
- Agent - Selina Dolman viewed the signing request. — Jan 22nd 2025, 5:36 PM
- Agent - Selina Dolman signed the document. — Jan 22nd 2025, 5:36 PM



- Vendor (1) - Sharon Francis viewed the signing request. — Jan 22nd 2025, 5:39 PM
- Vendor (1) - Sharon Francis signed the document. — Jan 22nd 2025, 5:51 PM



Form

Form Id	3301109
Name	Francis - Unit 4, 22 Gover St Nth Adelaide (Klemich Real Estate)
Template	Form 1

Recipients (2)

Agent Selina Dolman
selina@nestconveyancing.com.au

Vendor (1) Sharon Francis
sharonlfrancis@hotmail.com