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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, particula rs 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 applica ble.*

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

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

PART A – PARTIES AND LAND

1 Purchaser: _____

_____

Address: _____

_____ ☐

2 Purchaser's registered agent: _____

Address: _____

3 Vendor: ELEANOR CARA MARTIN AND NICHOLAS PAUL MARTIN

_____

Address: c/- UNIT 301, 25 GERTRUDE STREET WINDSOR VIC 3181

_____ ☑

4 Vendor's registered agent: KLEMICH REAL ESTATE PTY LTD ACN 101 825 147

_____

Address: 1/245 FULLARTON ROAD EASTWOOD SA 5063

_____

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

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

UNIT 7, 3A HUGHES AVENUE KENSINGTON SA 5068 BEING UNIT 7 IN STRATA PLAN 5856 BEING THE WHOLE OF THE LAND IN CERTIFICATE OF TITLE VOLUME 5027 FOLIO 660

_____

_____

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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:

c/- UNIT 301, 25 GERTRUDE STREET WINDSOR VIC 3181

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

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

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 notice).

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

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

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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,

ELEANOR CARA MARTIN AND NICHOLAS PAUL MARTIN

of

c/- UNIT 301, 25 GERTRUDE STREET WINDSOR VIC 3181

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

Date: 4/14/2025 Signed: Signed by: 271C810A479242E...

Date: 4/14/2025 Signed: Signed by: 80504B70D4A347D...

PART D – CERTIFICATE WITH RESPECT TO PRESCRIBED INQUIRIES BY REGISTERED AGENT ☑
(section 9)

To the purchaser:

I,

ANDREW KUHLMANN

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

Exceptions:

NIL

Date: 4/14/2025 Signed: DocuSigned by: B303948578644CD...

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

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

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, <u>but not</u> 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 <u>each</u> 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 <u>all</u> 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.]

Column 1	Column 2	Column 3
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?	**YES**
	*If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):* CERTIFICATE OF TITLE Number of mortgage (if registered): 13683976 Name of mortgagee: NATIONAL AUSTRALIA BANK LTD	
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.]*	***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):* PROPERTY INTEREST REPORT Description of land subject to easement: PORTION OF THE LAND IN THE SAID CERTIFICATE OF TITLE Nature of easement: REFER TO PAGE 13 OF THE PROPERTY INTEREST REPORT FOR DETAILS OF 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):	
1.2 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.]*	***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):* CERTIFICATE OF TITLE AND STRATA PLAN 5856 Description of land subject to easement: THE LAND MARKED PRIVATE ROADS P AND Q ON SP 5856 Nature of easement: TOGETHER WITH FREE AND UNRESTRICTED RIGHT(S) OF WAY 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):	

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Column 1	Column 2	Column 3
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.]* N/A	***Is this item applicable?***	☐
	Will this be discharged or satisfied prior to or at settlement?	**YES/NO**
	Are there attachments? *If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):*	**YES/NO**
	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. 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?	**NO**
	Are there attachments? *If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):* RESIDENTIAL TENANCY AGREEMENT Names of parties: THE VENDOR (LANDLORD) AND AMIT GAONKAR (THE TENANT) Period of lease, agreement for lease etc: From: 19/12/2024 To: 18/12/2025 Amount of rent or licence fee: $650.00 per (period) WEEK 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: NOT APPLICABLE (b) the outstanding amounts due (including any interest or penalty): NOT APPLICABLE	**YES**

5. *Development Act 1993* (repealed)

5.1 section 42 - Condition (that continues to apply) of a development authorisation ***[Note -*** *Do not omit this item. The item and its heading must be included in the statement even if not applicable.]* N/A	***Is this item applicable?***	☐
	Will this be discharged or satisfied prior to or at settlement?	**YES/NO**
	Are there attachments? *If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):*	**YES/NO**
	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. 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?	**NO**
	Are there attachments? *If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):* CITY OF NORWOOD PAYNEHAM AND ST PETERS COUNCIL SEARCH Nature of condition(s): REFER TO DEVELOPMENT NUMBER 150/706/83A IN THE CITY OF NORWOOD PAYNEHAM AND ST PETERS SEARCH	**YES**

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

Column 1	Column 2	Column 3
7. *Emergency Services Funding Act 1998*		
7.1 section 16 - Notice to pay levy	***Is this item applicable?***	☑
	Will this be discharged or satisfied prior to or at settlement?	**YES**
	Are there attachments?	**YES**
	*If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):* CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE Date of notice: REFER TO CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE Amount of levy payable: REFER TO CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE	

Column 1	Column 2	Column 3
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.]*	***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):* CITY OF NORWOOD PAYNEHAM AND ST PETERS COUNCIL SEARCH, PLAN SA DATA EXTRACT AND PROPERTY INTEREST REPORT Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code): ESTABLISHED NEIGHBOURHOOD (EN) ZONE ZONING OVERLAYS AS FOLLOWS AND REFER TO PLAN SA DATA EXTRACT: Airport Building Heights (Regulated) - All structures over 45 metres The Airport Building Heights (Regulated) Overlay seeks to ensure building height does not pose a hazard to the operation and safety requirements of commercial and military airfields. Historic Area - NPSP5 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. 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 there a State heritage place on the land or is the land situated in a State heritage area? NO Is the land designated as a local heritage place? NO Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land? NO Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? YES **Note-** For further information about the Planning and Design Code visit *www.code.plan.sa.gov.au*	

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

Column 1		Column 2	Column 3
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.]*	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	**YES/NO**
		Are there attachments? *If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):*	**YES/NO**
		Date of authorisation:	
		Name of relevant authority that granted authorisation:	
		Condition(s) of authorisation:	

N/A

SCHEDULE – DIVISION 2

OTHER PARTICULARS

(section 7(1)(b))

Particulars relating to strata unit ☑

1 Name of strata corporation:
STRATA CORPORATION NO. 5856 INC

Address of strata corporation:
3A HUGHES AVENUE KENSINGTON SA 5068

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

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

(a) particulars of contributions payable in relation to the unit (including details of arrears of contributions related to the unit):
REFER TO STRATA CORPORATION SEARCH ANNEXED HERETO.

(b) particulars of the assets and liabilities of the strata corporation:
REFER TO STRATA CORPORATION SEARCH ANNEXED HERETO.

(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 STRATA CORPORATION SEARCH ANNEXED HERETO.

(d) particulars of the unit entitlement of the unit:
100 OF 795

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

4 Documents supplied by the strata corporation that are enclosed:

(a) a copy of the minutes of the general meetings of the strata corporation and management committee
*for the 2 years preceding this statement/~~since the deposit of the strata plan;~~
*(*Strike out or omit whichever is the greater period)*
YES

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

(c) a copy of current policies of insurance taken out by the strata corporation.
NO

[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:
A WRITTEN APPLICATION WAS SENT TO FEWSTER STRATA AND COMMUNITY MANAGEMENT ON 2 APRIL 2025.

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:
FEWSTER STRATA AND COMMUNITY MANAGEMENT

Address:
30 UNLEY ROAD UNLEY SA 5061

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

Note—

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

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

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

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

SCHEDULE - DIVISION 3 ☑

COMMUNITY LOTS AND STRATA UNITS

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

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

Governance

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

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

Use of your property

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

Depending on the rules, you might not be permitted to make changes to the exterior of your unit, such as installing a television aerial or an air-conditioner, building a pergola, attaching external blinds etc without the permission of the body corporate. A meeting may be needed before permission can be granted. Permission may be refused. Note that the articles or by-laws **could change** between now and when you become the owner: the body corporate might vote to change them. Also, if you are buying before the community plan is registered, then any by-laws you have been shown are just a draft.

Are you buying a debt?

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

Expenses

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

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

Guarantee

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

Contracts

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

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

Buying off the plan

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

Mixed use developments - voting rights

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

Further information

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

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.

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

You can also seek advice from a legal practitioner.

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ACKNOWLEDGEMENT OF RECEIPT OF FORM 1

The Purchaser acknowledges receipt of the following:

FORM 1 – STATEMENT UNDER SECTION 7 *(Land and Business (Sale and Conveyancing) Act 1994)*

the above being identified by pages numbered **1** to **15** inclusive, together with the following annexures and supporting documents (if any):

FORM R3 Buyers Information Notice

1. CERTIFICATE OF TITLE VOLUME 5027 FOLIO 660
2. PROPERTY INTEREST REPORT
3. REVENUE SA AND SA WATER CERTIFICATES
4. CITY OF NORWOOD PAYNEHAM AND ST PETERS COUNCIL SEARCH
5. PLAN SA DATA EXTRACT
6. STRATA PLAN 5856
7. STRATA CORPORATION SEARCH
8. RESIDENTIAL TENANCY AGREEMENT

SIGNED BY THE PURCHASER:

Date: _____ Signed: _____

Date: _____ Signed: _____

The Purchaser:

1. acknowledges and consents to the parties and their representatives signing the Form 1 by digital and or electronic signatures under the *Electronic Communications Act* (SA);
2. by signing this Acknowledgement, signs for all Purchasers, and warrants authority to acknowledge the Form 1 for all Purchasers (if more than 1); and
3. is not required to sign a Form 1 for it to be validly served and acknowledges the signing provision above is included if the Agent serves the Form 1 in person and wants evidence of the Purchaser having been served. If the Form 1 is served electronically, the email is sufficient evidence of what has been served.

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

Form R3

Buyers information notice

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

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

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

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

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

Safety

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

Enjoyment

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

Value

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

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

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

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LAND SERVICES SA

Product	Register Search (CT 5027/660)
Date/Time	01/04/2025 12:00PM
Customer Reference	25347
Order ID	20250401004950

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 5027 Folio 660

Parent Title(s) CT 4226/463

Creating Dealing(s) CONVERTED TITLE

Title Issued 14/06/1991 **Edition** 9 **Edition Issued** 21/12/2021

Estate Type

FEE SIMPLE (UNIT)

Registered Proprietor

ELEANOR CARA MARTIN
NICHOLAS PAUL MARTIN
OF 137 SECOND AVENUE ROYSTON PARK SA 5070
AS JOINT TENANTS

Description of Land

UNIT 7 STRATA PLAN 5856
IN THE AREA NAMED KENSINGTON
HUNDRED OF ADELAIDE

Easements

TOGETHER WITH FREE AND UNRESTRICTED RIGHT(S) OF WAY OVER THE LAND MARKED PRIVATE ROADS P AND Q ON SP 5856

Schedule of Dealings

Dealing Number	Description
13683976	MORTGAGE TO NATIONAL AUSTRALIA BANK LTD. (ACN: 004 044 937)

Notations

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

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Property Interest Report

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

Title Reference	CT 5027/660	**Reference No.**	2661441
Registered Proprietors	E C & N P*MARTIN	**Prepared**	01/04/2025 12:00
Address of Property	Unit 7, 3A HUGHES AVENUE, KENSINGTON, SA 5068		
Local Govt. Authority	NORWOOD PAYNEHAM & ST PETERS		
Local Govt. Address			

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 Inter-War Housing Heritage - The City of Norwood Payneham & St Peters is proposing to introduce heritage protection for some buildings constructed in the Inter-war era. Specifically, the Code Amendment proposes to include 20 dwellings as Local Heritage Places and apply the Historic Area Overlay in part of Heathpool where there is a cohesive historic character due to the presence of significant original Inter-war dwellings. 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.

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

Product	Check Search
Date/Time	01/04/2025 12:00PM
Customer Reference	25347
Order ID	20250401004950

Certificate of Title

Title Reference: CT 5027/660

Status: CURRENT

Edition: 9

Dealings

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

Priority Notices

NIL

Registrar-General's Notes

No Registrar-General's Notes exist for this title

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Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

LAND SERVICES SA

Product	Historical Search
Date/Time	01/04/2025 12:00PM
Customer Reference	25347
Order ID	20250401004950

Certificate of Title

Title Reference: CT 5027/660

Status: CURRENT

Parent Title(s): CT 4226/463

Dealing(s) Creating Title: CONVERTED TITLE

Title Issued: 14/06/1991

Edition: 9

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
16/12/2021	21/12/2021	13683976	MORTGAGE	REGISTERED	NATIONAL AUSTRALIA BANK LTD. (ACN: 004 044 937)
16/12/2021	21/12/2021	13683975	DISCHARGE OF MORTGAGE	REGISTERED	12729188
16/05/2017	01/06/2017	12729188	MORTGAGE	REGISTERED	WESTPAC BANKING CORPORATION (ACN: 007 457 141)
16/05/2017	01/06/2017	12729187	TRANSFER	REGISTERED	ELEANOR CARA MARTIN, NICHOLAS PAUL MARTIN
16/05/2017	01/06/2017	12729186	DISCHARGE OF MORTGAGE	REGISTERED	9729929
22/09/2016	19/10/2016	12604311	APPLICATION TO NOTE DEATH	REGISTERED	PAULA VIVIANNE GALDES (DECD), PETER ANTHONY MARKUS KALT
21/11/2003	01/12/2003	9729929	MORTGAGE	REGISTERED	COMMONWEALTH BANK OF AUSTRALIA
21/11/2003	01/12/2003	9729928	TRANSFER	REGISTERED	PETER ANTHONY MARKUS KALT, PAULA VIVIANNE GALDES
28/08/2003	04/09/2003	9669880	DISCHARGE OF MORTGAGE	REGISTERED	9199914
19/10/2001	14/11/2001	9199914	MORTGAGE	REGISTERED	AUSTRALIA & NEW ZEALAND BANKING GROUP LTD.
19/10/2001	14/11/2001	9199913	TRANSFER	REGISTERED	MARGARITA MARIA EGGERMANN
12/05/2000	29/05/2000	8887642	DISCHARGE OF MORTGAGE	REGISTERED	7359688
28/08/1992	16/09/1992	7359688	MORTGAGE	REGISTERED	AUSTRALIA & NEW ZEALAND BANKING GROUP LTD.
28/08/1992	16/09/1992	7359687	DISCHARGE	REGISTERE	5297215

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Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
			OF MORTGAGE	D	
09/01/1990	16/02/1990	6851852	EXTENSION OF MORTGAGE	REGISTERED	5297215
06/09/1984	13/09/1984	5297215	MORTGAGE	REGISTERED	

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LAND SERVICES SA

Product	Title and Valuation Package
Date/Time	01/04/2025 12:00PM
Customer Reference	25347
Order ID	20250401004950

Certificate of Title

Title Reference	CT 5027/660
Status	CURRENT
Easement	YES
Owner Number	17418235
Address for Notices	137 SECOND AV ROYSTON PARK, SA 5070
Area	NOT AVAILABLE

Estate Type

Fee Simple (Unit)

Registered Proprietor

ELEANOR CARA MARTIN
NICHOLAS PAUL MARTIN
OF 137 SECOND AVENUE ROYSTON PARK SA 5070
AS JOINT TENANTS

Description of Land

UNIT 7 STRATA PLAN 5856
IN THE AREA NAMED KENSINGTON
HUNDRED OF ADELAIDE

Last Sale Details

Dealing Reference	TRANSFER (T) 12729187
Dealing Date	15/05/2017
Sale Price	$465,000
Sale Type	FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
MORTGAGE	13683976	NATIONAL AUSTRALIA BANK LTD. (ACN: 004 044 937)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
1503762829	CURRENT	Unit 7, 3A HUGHES AVENUE, KENSINGTON, SA 5068

Notations

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Dealings Affecting Title

NIL

Notations on Plan

NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	1503762829
Type	Site & Capital Value
Date of Valuation	01/01/2024
Status	CURRENT
Operative From	01/07/1985
Property Location	Unit 7, 3A HUGHES AVENUE, KENSINGTON, SA 5068
Local Government	NORWOOD PAYNEHAM & ST PETERS
Owner Names	ELEANOR CARA MARTIN NICHOLAS PAUL MARTIN
Owner Number	17418235
Address for Notices	137 SECOND AV ROYSTON PARK, SA 5070
Zone / Subzone	EN - Established Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1330 - Townhouse - Defined As Home Unit With Both Ground And First Floor Areas
Description	5H/UNIT CP
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
S5856 UNIT 7	CT 5027/660

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	$215,000	$540,000			

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Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Previous	$215,000	$530,000			

Building Details

Valuation Number	1503762829
Building Style	Conventional
Year Built	1984
Building Condition	Good
Wall Construction	Brick
Roof Construction	Galvanised Iron
Equivalent Main Area	104 sqm
Number of Main Rooms	5

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

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RevenueSA
DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 865
Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

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

PIR Reference No: 2661441

DATE OF ISSUE
02/04/2025

CORSERS LAWYERS PTY. LTD.
GPO BOX 1628
ADELAIDE SA 5001

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

OWNERSHIP NUMBER
17418235

OWNERSHIP NAME
E C & N P MARTIN

PROPERTY DESCRIPTION
7 / 3A HUGHES AVE / KENSINGTON SA 5068 / UNIT 7

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R4	RE
1503762829	CT 5027/660	$540,000.00	1.000	0.400

LEVY DETAILS:

FINANCIAL YEAR
2024-2025

FIXED CHARGE	$	50.00
+ VARIABLE CHARGE	$	203.45
- REMISSION	$	125.30
- CONCESSION	$	0.00
+ ARREARS / - PAYMENTS	$	32.04
= AMOUNT PAYABLE	$	160.19

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 **01/07/2025**

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

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

PAYMENT REMITTANCE ADVICE

OWNERSHIP NUMBER
17418235

OWNERSHIP NAME
E C & N P MARTIN

ASSESSMENT NUMBER
1503762829

AMOUNT PAYABLE
$160.19

AGENT NUMBER
100023400

AGENT NAME
CORSERS LAWYERS PTY. LTD.

EXPIRY DATE
01/07/2025

+70004813120022> +001571+ <0550775341> <0000016019> +444+

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

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 OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

Biller Code: 456285 **Ref: 7000481312** Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au ® Registered to BPAY Pty Ltd ABN 69 079 137 518	**To pay via the internet go to:** www.revenuesaonline.sa.gov.au	Send your cheque or money order, made payable to the **Community Emergency Services Fund**, along with this **Payment Remittance Advice** to: **Revenue SA** **Locked Bag 555** **ADELAIDE SA 5001**

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

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: 2661441

DATE OF ISSUE
02/04/2025

CORSERS LAWYERS PTY. LTD.
GPO BOX 1628
ADELAIDE SA 5001

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

OWNERSHIP NAME
E C & N P MARTIN

FINANCIAL YEAR
2024-2025

PROPERTY DESCRIPTION
7 / 3A HUGHES AVE / KENSINGTON SA 5068 / UNIT 7

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
1503762829	CT 5027/660	$215,000.00	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 **01/07/2025**

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

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

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 OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

Biller Code: 456293 **Ref: 7000481221** Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au ® Registered to BPAY Pty Ltd ABN 69 079 137 518	**To pay via the internet go to:** www.revenuesaonline.sa.gov.au	Send your cheque or money order, made payable to the **Commissioner of State Taxation**, along with this **Payment Remittance Advice** to: **Revenue SA** **Locked Bag 555** **ADELAIDE SA 5001**

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

SA Water

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
15 03762 82 9	CT5027660	2/4/2025	991	2661441

CORSERS LAWYERS
GPO BOX 1888
ADELAIDE SA 5001
karley@corsers.net.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: E C & N P MARTIN
Location: U7 3A HUGHES AVE KENSINGTON UNIT 7
Description: 5H/UNIT CP
Capital Value: $ 540 000
Rating: Residential

Periodic charges

Raised in current years to 31/3/2025

				$
		Arrears as at: 30/6/2024	:	0.00
Water main available:	1/7/1985	Water rates	:	235.80
Sewer main available:	1/7/1985	Sewer rates	:	260.85
		Water use	:	0.00
		SA Govt concession	:	0.00
		Recycled Water Use	:	0.00
		Service Rent	:	0.00
		Recycled Service Rent	:	0.00
		Other charges	:	9.65
		Goods and Services Tax	:	0.00
		Amount paid	:	490.75CR
		Balance outstanding	:	15.55

Degree of concession: 00.00%
Recovery action taken: OVERDUE

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 15 03762 74 9.

The Water Use apportionment option is Nil.

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

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

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

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

SA Water

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

SA Water

South Australian Water Corporation

Name:
E C & N P MARTIN

Address:
U7 3A HUGHES AVE KENSINGTON UNIT 7

Water & Sewer Account
Acct. No.: 15 03762 82 9

Amount: _____

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	1503762829

BPAY

Biller code: 8888
Ref: 1503762829

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: 1503762829

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

CERTIFICATE OF RATES AND CHARGES

Issued under Section 187 of the Local Government Act 1999

To: Corsers Lawyers
GPO Box 1628
ADELAIDE SA 5001

Date: 02/04/2025

City of Norwood Payneham & St Peters

175 The Parade
Norwood SA 5067

PO Box 204
Kent Town SA 5071

Telephone
8366 4555

Email
townhall@npsp.sa.gov.au

Website
www.npsp.sa.gov.au

Particulars of the Property:	
Assessment No	**14149**
Owner's Name	Mr N P Martin & Mrs E C Martin
Valuation No	1503762829
Property Address	7/3A Hughes Avenue KENSINGTON 5068
Property Description	SP 5856,Adelaide CT 5027/660

Particulars of Rates and Charges in the 2024-2025 Financial Year:	
Balance b/forward 2023-2024	$306.27
2024-2025 Rates + Landscape Levy	**$1,316.27**
Plus Legal Fees	$0.00
Plus Fines & Interest	$16.48
Less Concession/Rebate	$0.00
Less Payments	-$1,310.02
Plus Property Related Debts	
Balance Now Due and Payable	**$329.00**
Settlement via BPay	**Biller Code: 3251** **Reference: 0141495**

2024-2025 Rates including Landscape Levy	**$1,316.27**
2024-2025 Capital Value	**$540,000**

Please Note the 4th Quarter of Rates is due by 6 June 2025

Notes for your information:

- The next date for Fines and Interest to be calculated is 14 April 2025.
- If Balance Due above is *Nil*, the rates have been paid to 30 June 2025.
- Upon settlement of the property, the total balance to 30 June 2025 is required to be paid to the Council. Action to recover unpaid rates will be taken against the owner of the property at the time of declaration of rates.
- A fine of 2% will be imposed on any current Rate not paid by the due date and interest at the prescribed rate will be added each month on unpaid arrears.
- This certificate relates only to the abovementioned assessment. If other assessments are included at the same address (eg: tenancies/shops) additional certificates will only be issued upon payment of additional fees.

Mario Barone
CHIEF EXECUTIVE OFFICER

Member League of Historical Cities

100% Australian Made Recycled Paper

Community Well-being is...
Social Equity
Cultural Vitality
Economic Prosperity
Environmental Sustainability

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City of Norwood Payneham & St Peters

City of Norwood Payneham & St Peters
Head Office: **175 The Parade, Norwood**
Mailing Address: **PO Box 204, KENT TOWN SA 5071**

Telephone **(08) 8366 4555**

Property Information and Particulars

in response to an enquiry pursuant to Section 7 of the
Land & Business (Sale & Conveyancing Act 1994)

Certificate Date: 02/04/2025
Certificate No: 26394

To: Corsers Lawyers
GPO Box 1628
ADELAIDE SA 5001

Details of Property Referred To:

Rates Assessment Number	:	14149 5
Valuer General Number	:	1503762829
Owner Details	:	Mr N P Martin & Mrs E C Martin
Property Address	:	7/3A Hughes Avenue KENSINGTON 5068
Property Description	:	SP 5856,Adelaide CT 5027/660
Hundred	:	Adelaide
Ward	:	Kensington Ward - Ward 6

Prescribed Encumbrances for 7/3A Hughes Avenue KENSINGTON 5068

Column 1 Prescribed encumbrance	Column 2 Other particulars required
Development Act 1993 (repealed)	
section 42—Condition (that continues to apply) of a development authorisation	Date of authorisation: **N/A** 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)	See attached Decision Notification Form **DA 150/706/1983A**

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

Column 1 Prescribed encumbrance	Column 2 Other particulars required
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 PlanSA Section 7 extract report)** 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** For information on any proposed Code Amendments which may interest you, please refer to the PlanSA Website: https://plan.sa.gov.au/have_your_say/code-amendments
Section 127 - Condition (that continues to apply) of a development authorisation	**(Refer to PlanSA Section 7 extract report)**
Development Act 1993 (repealed)	
section 50(1)—Requirement to vest land in a council or the Crown to be held as open space	**NO**
section 50(2)—Agreement to vest land in a council or the Crown to be held as open space	**NO**
section 55—Order to remove or perform work	**NO**
section 56—Notice to complete development	**NO**
section 57—Land management agreement	**NO**
section 69—Emergency order	**NO**
section 71—Fire safety notice	**NO**

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

Column 1 Prescribed encumbrance	Column 2 Other particulars required
section 84—Enforcement notice	**NO**
section 85(6), 85(10) or 106—Enforcement order	**NO**
Part 11 Division 2—Proceedings	**NO**
Fire and Emergency Services Act 2005	
section 105F (or section 56 or 83 (repealed))—Notice to take action to prevent outbreak or spread of fire	**NO**
Food Act 2001	
section 44—Improvement notice	**NO**
section 46—Prohibition order	**NO**
Housing Improvement Act 1940 (repealed)	
section 23—declaration that house is undesirable or unfit for human habitation	**NO**
Part 7 (rent control for substandard houses) – Notice or declaration	**N/A**
Land Acquisition Act 1969	
Section 10 – Notice of intention to acquire	**NO**
Local Government Act 1934 (repealed)	
Notice, order, declaration, charge, claim or demand given or made under the Act	**NO**
Local Government Act 1999	
Notice, order, declaration, charge, claim or demand given or made under the Act	**NO**
Local Nuisance and Litter Control Act 2016	
Section 30 – Nuisance or litter abatement notice	**N/A**

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

Column 1 Prescribed encumbrance	Column 2 Other particulars required
Planning, Development and Infrastructure Act 2016	
section 141 – Order to remove or perform work	**NO**
section 142 – Notice to complete development	**NO**
section 155 – Emergency order	**NO**
section 157 – Fire safety notice	**NO**
Section 192 or 193 – Land management agreement	**(Refer to PlanSA Section 7 extract report)**
section 198(1) – Requirement to vest land in a council or the Crown to be held as open space	**NO**
section 198(2) – Agreement to vest land in a council or the Crown to be held as open space	**NO**
Part 16 Division 1 – Proceedings	**NO**
section 213 – Enforcement notice	**NO**
section 214(6), 214(10) or 222-Enforcement order	Date order made: **N/A** Name of court that made order: Action number: Name of parties: Terms of order: Building work (if any) required to be carried out:
Public and Environmental Health Act 1987 (repealed)	
Part 3—Notice	**NO**
Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2—Condition (that continues to apply) of an approval	**NO**
Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19—Maintenance order (that has not been complied with)	**NO**

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

Column 1 Prescribed encumbrance	Column 2 Other particulars required
South Australian Public Health Act 2011	
Section 92-Notice	**NO**
South Australian Public Health (Wastewater) Regulations 2013 Part 4-Condition (that continues to apply) of an approval	**NO**
Other charges	
Charge of any kind affecting the land (not included in another item*)*	Person or body in whose favour charge exists: **N/A** Nature of charge: Amount of charge (if known):

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

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….**NO** (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?

N/A

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: ……...

……

……

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

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*?

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.

This statement is made the **8 April 2025**

MARIO BARONE
CHIEF EXECUTIVE OFFICER

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

PlanSA

Data Extract for Section 7 search purposes

Valuation ID 1503762829

Data Extract Date: 08/04/2025

Parcel ID: S5856 UN7

Certificate Title: CT5027/660

Property Address: UNIT 7 3A HUGHES AV KENSINGTON SA 5068

Zones
Established Neighbourhood (EN)

Subzones
No

Zoning overlays

Overlays

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

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

Historic Area (NPSP5)

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.

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.

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

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

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

PLANNING DECISION NOTIFICATION

Development Number
D.A. 150/706/83A

150/706/83A

Register Copy

FOR DEVELOPMENT APPLICATION

DATED 5 / 4 / 1983

REGISTERED ON 5 / 4 / 1983

To: Nevarc Nominees,
C/- Russell Prescott, Architect,
89 Sydenham Road, NORWOOD 5067

Location of Proposed Development: 3A Hughes Avenue, Kensington

Nature of Proposed Development: To develop land as five double-storey flats and three single-storey flats.

From: Corporation of the City of Kensington and Norwood

Regulation 41
Sixth Schedule

South Australia
Planning Act
Development Control Regulations

In respect of this proposed development you are informed that:

- [ ] consent is refused
- [ ] consent is granted
- [X] consent is granted subject to (11) condition(s)

1 representations(s) from third parties concerning your proposal were received.

If there were third party representations, any consent or consent with conditions does not operate until the periods specified on the back of the original of this form have expired. Reasons for this decision, any conditions imposed, and the reasons for imposing those conditions, are set out below. Please also refer to the information on the back of this form about appeal rights and operation of consent.

Council approves this Development Application as it is generally consistent with the objectives and principles contained in the Development Plan and the following conditions are applied to the approval to ensure that the development will meet those objectives and principles:

SEE ATTACHED LIST

Signed: .....

Date: 10 / 5 / 1983

- [ ] Chairman, S.A. Planning Commission
- [ ] Town Clerk
- [ ] District Clerk
- [1] Sheets attached

PLEASE READ THE INFORMATION ON THE BACK OF THIS FORM

3—REGISTER COPY

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

CONDITIONS OF APPROVAL

1. That this approval shall apply only to Nevarc Nominees or such other persons approved in writing by Council until all conditions of consent have been complied with except running conditions numbered (3), (5), (7) and (11) which shall continue to apply to the subject land during the continuity of the use hereby approved.

2. That the land shall not be used for the purposes hereby approved until all conditions of consent have been complied with except running conditions numbered (3), (5), (7) and (11).

3. That the holder of this consent shall notify subsequent benefittees under this consent of the conditions imposed thereon and therein.

4. That the design, siting, building materials and colours of all buildings and structures and landscaping and planting be as shown on the plans submitted and hereby approved by Council unless varied by any conditions imposed in this approval.

5. That no other buildings be erected on the subject land at any time without prior written consent of Council whether such buildings are accessory to the use of land herein approved or not.

6. That drainage from the central pond be subject to the prior written approval of the Engineering Manager.

7. That the holder of this consent maintains in good order all landscaping and planting to be retained or intended to be established upon the land, replacing from time to time any planting which may die, be destroyed or become diseased with new planting of the same respective species or of such other species as Council shall aprrove in writing.

8. That no incinerators shall be used on the subject land.

9. That no radio masts or antennae other than domestic television antennae be erected on the subject land without the prior written approval of Council, such approval not to be unreasonably withheld.

10. That no airconditioning units or plants be installed without the prior written approval of Council, such approval not to be unreasonably withheld.

11. That the land be maintained, kept tidy, sanitary and in good repair and condition at all times.

* * * * * * *

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

WARNING CREASING OR FOLDING WILL LEAD TO REJECTION

HUNDRED OF ADELAIDE

LOTS 3 & 4 of D.P. 1135 & LOT 2 of F.P. 13112 of PT SEC. 289
in the area named
KENSINGTON

STRATA PLAN NUMBER
SP 5856

ACCEPTED FOR DEPOSIT
pro Registrar-General
3 / 7 /1984

Reference Map No.

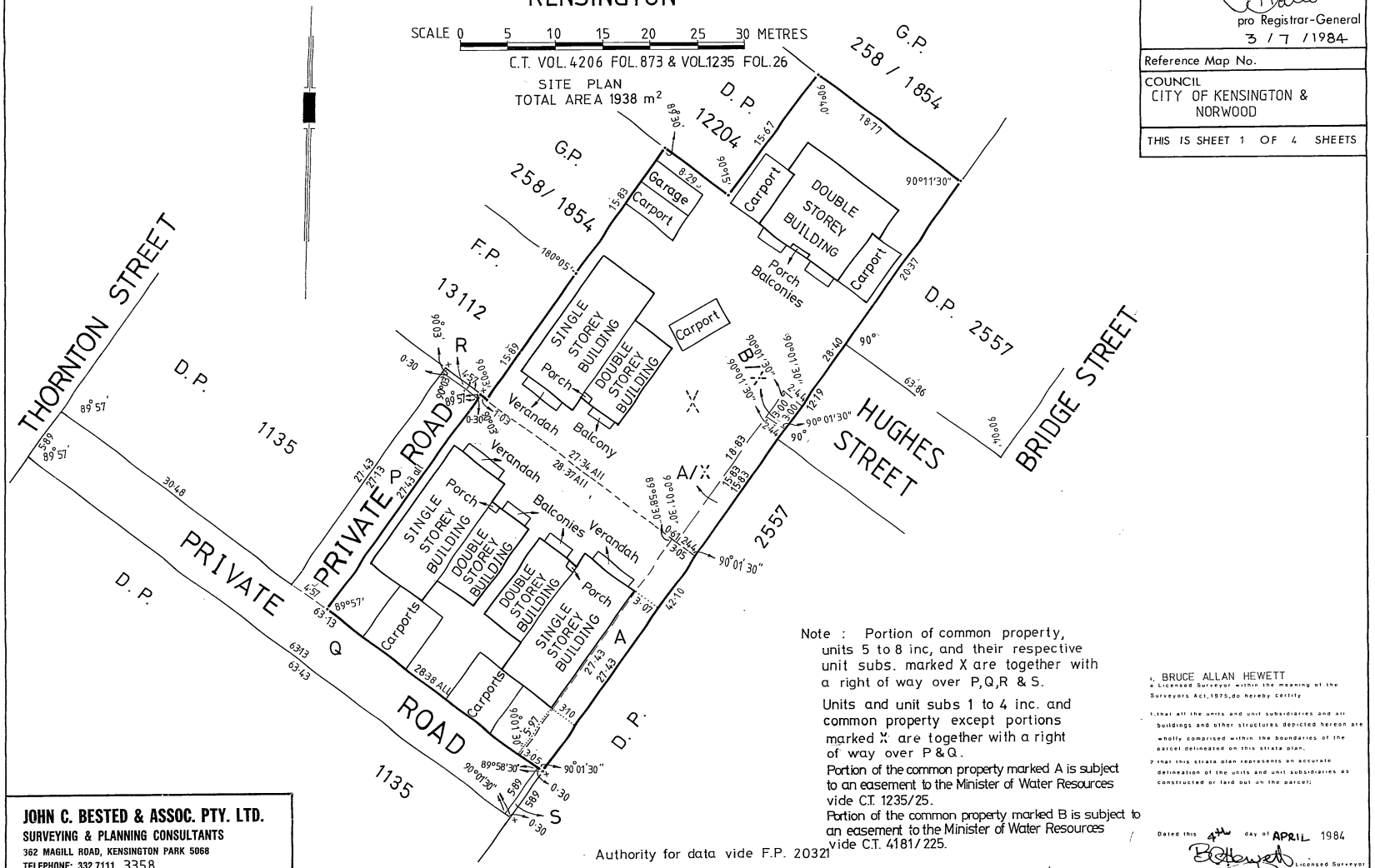
COUNCIL
CITY OF KENSINGTON & NORWOOD

THIS IS SHEET 1 OF 4 SHEETS

SCALE 0 5 10 15 20 25 30 METRES

C.T. VOL. 4206 FOL. 873 & VOL. 1235 FOL. 26

SITE PLAN
TOTAL AREA 1938 m²



Note : Portion of common property, units 5 to 8 inc, and their respective unit subs. marked X are together with a right of way over P,Q,R & S.

Units and unit subs 1 to 4 inc. and common property except portions marked X are together with a right of way over P & Q.

Portion of the common property marked A is subject to an easement to the Minister of Water Resources vide C.T. 1235/25.

Portion of the common property marked B is subject to an easement to the Minister of Water Resources vide C.T. 4181/225.

Authority for data vide F.P. 20321

I, BRUCE ALLAN HEWETT
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;

Dated this 4th day of APRIL 1984

Licensed Surveyor

JOHN C. BESTED & ASSOC. PTY. LTD.
SURVEYING & PLANNING CONSULTANTS
362 MAGILL ROAD, KENSINGTON PARK 5068
TELEPHONE: 332 7111 3358

LTO G

MICROFILMED
31 7 84

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

WARNING CREASING OR FOLDING WILL LEAD TO REJECTION

STRATA PLAN NUMBER
SP 5856

ACCEPTED FOR DEPOSIT
pro Registrar-General
3 / 7 /1984

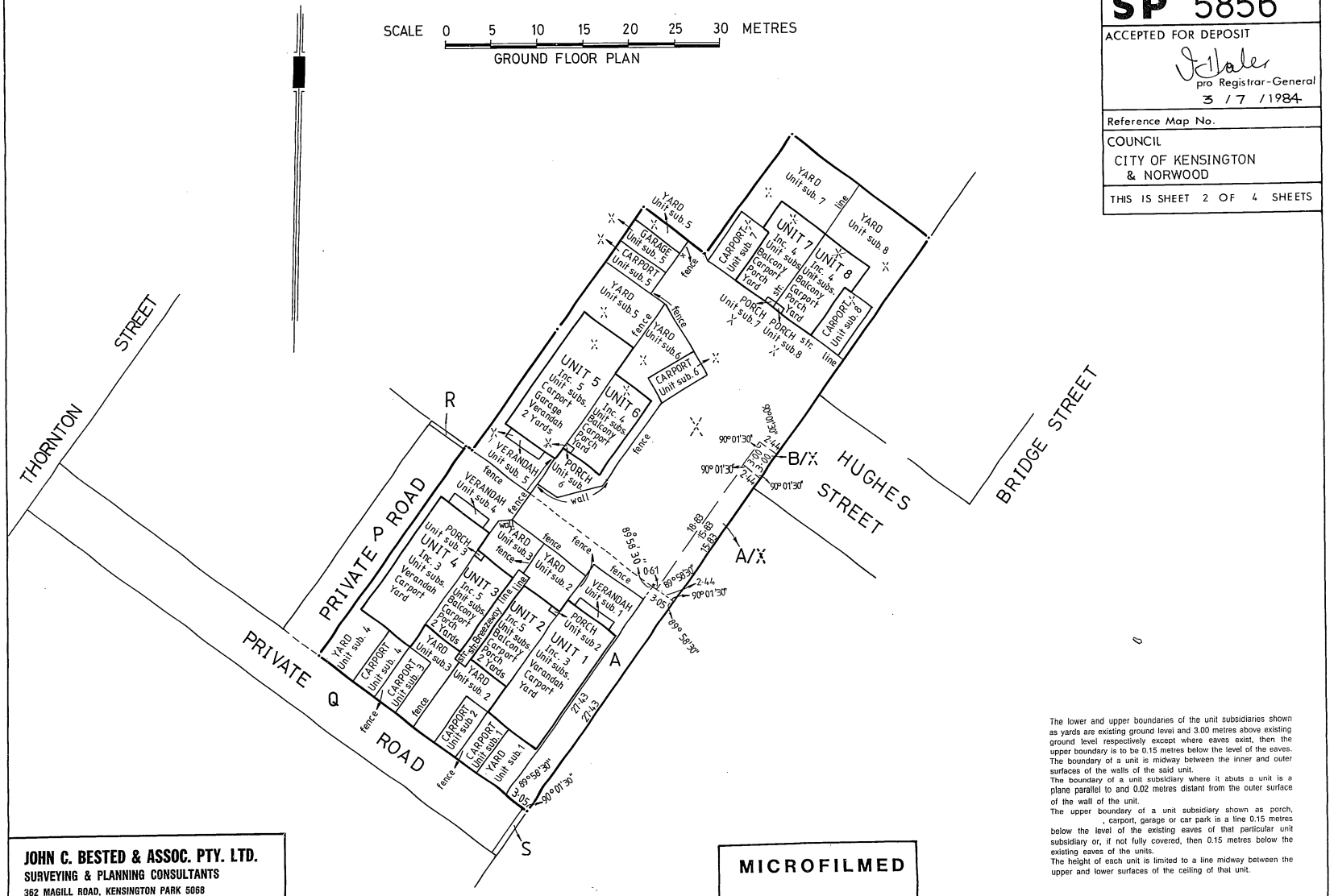
Reference Map No.

COUNCIL
CITY OF KENSINGTON & NORWOOD

THIS IS SHEET 2 OF 4 SHEETS

SCALE 0 5 10 15 20 25 30 METRES

GROUND FLOOR PLAN



The lower and upper boundaries of the unit subsidiaries shown as yards are existing ground level and 3.00 metres above existing ground level respectively except where eaves exist, then the upper boundary is to be 0.15 metres below the level of the eaves.
The boundary of a unit is midway between the inner and outer surfaces of the walls of the said unit.
The boundary of a unit subsidiary where it abuts a unit is a plane parallel to and 0.02 metres distant from the outer surface of the wall of the unit.
The upper boundary of a unit subsidiary shown as porch, , carport, garage or car park is a line 0.15 metres below the level of the existing eaves of that particular unit subsidiary or, if not fully covered, then 0.15 metres below the existing eaves of the units.
The height of each unit is limited to a line midway between the upper and lower surfaces of the ceiling of that unit.

JOHN C. BESTED & ASSOC. PTY. LTD.
SURVEYING & PLANNING CONSULTANTS
362 MAGILL ROAD, KENSINGTON PARK 5068
TELEPHONE: 332 7111 REF. 3358

MICROFILMED
31 7 84

LTO H

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

WARNING CREASING OR FOLDING WILL LEAD TO REJECTION

STRATA PLAN NUMBER
SP 5856

ACCEPTED FOR DEPOSIT
pro Registrar-General
3 / 7 /1984

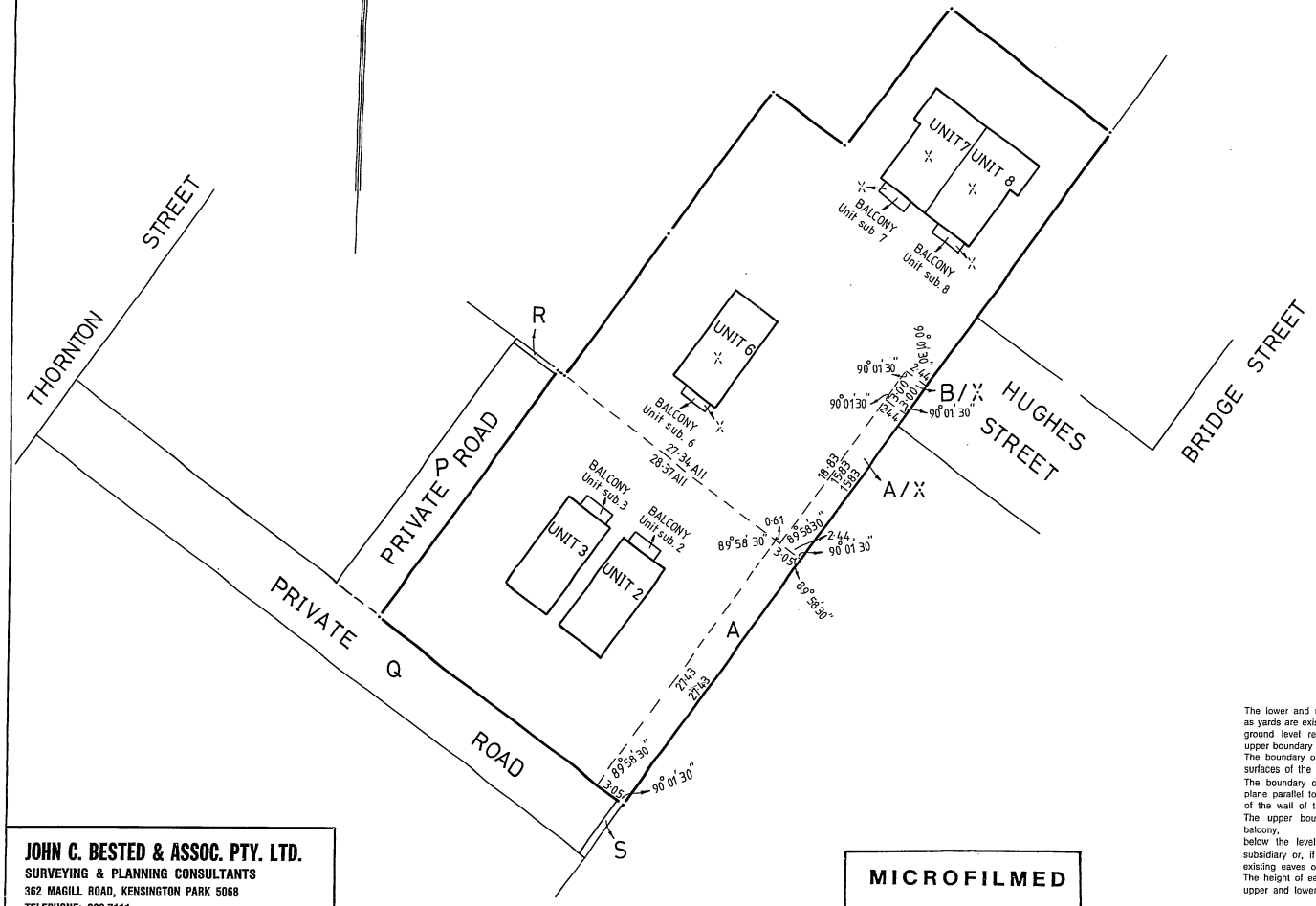
Reference Map No.

COUNCIL
CITY OF KENSINGTON & NORWOOD

THIS IS SHEET 3 OF 4 SHEETS

SCALE 0 5 10 15 20 25 30 METRES

FIRST FLOOR PLAN



The lower and upper boundaries of the unit subsidiaries shown as yards are existing ground level and 3.00 metres above existing ground level respectively except where eaves exist, then the upper boundary is to be 0.15 metres below the level of the eaves.
The boundary of a unit is midway between the inner and outer surfaces of the walls of the said unit.
The boundary of a unit subsidiary where it abuts a unit is a plane parallel to and 0.02 metres distant from the outer surface of the wall of the unit.
The upper boundary of a unit subsidiary shown as balcony, is a line 0.15 metres below the level of the existing eaves of that particular unit subsidiary or, if not fully covered, then 0.15 metres below the existing eaves of the units.
The height of each unit is limited to a line midway between the upper and lower surfaces of the ceiling of that unit.

JOHN C. BESTED & ASSOC. PTY. LTD.
SURVEYING & PLANNING CONSULTANTS
362 MAGILL ROAD, KENSINGTON PARK 5068
TELEPHONE: 332 7111 REF. 3358

MICROFILMED
31 7 84

LTO H

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SCHEDULE OF UNIT ENTITLEMENT

UNIT Nº	UNIT ENTITLEMENT	UNIT Nº	UNIT ENTITLEMENT	UNIT Nº	UNIT ENTITLEMENT
1	100				
2	95				
3	95				
4	100				
5	110				
6	95				
7	100				
8	100				
				AGGREGATE	
				COMMON PROPERTY	
				ROAD or RESERVE ALLOTMENTS	
AGGREGATE	795	AGGREGATE			

STRATA PLAN NUMBER

SP 5856

Authenticated vide Application No. 5240309 and Accepted for Deposit

pro Registrar-General

3/7/1984

THIS IS SHEET 4 OF 4 SHEETS

MICROFILMED

31.7.84

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

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FOR THE EXCLUSIVE USE OF REISA MEMBERS

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Form No. 3022

APPLICATION/STATEMENT

STRATA TITLES ACT 1988 (SECTION 41)
COMMUNITY TITLES ACT 1996 (SECTIONS 11, 44, 51, 139)

To: The Secretary: * Strata / ~~Community~~ Corporation No. **5856** Incorporated

From: **CORSERS**

*on behalf of the: *owner / *~~mortgagee~~ / *~~prospective purchaser~~ / *~~prospective mortgagee~~ in regard to:.

*Unit/Lot No **7** in the above Corporation which is situated at **3A Hughes Avenue, Kensington, SA 5068**

and owned by **Eleanor Cara & Nicholas Paul Martin**

I/We request that you provide the following information:

PART 1 FINANCIAL DETAILS

**** AGM MAY 2025 TO SET NEW BUDGET AND LEVIES****

1.1 Unit/Lot Entitlement **100** Total of all Unit/Lot Entitlements **795**

1.2 (a) Maintenance Contributions

Amount Payable $ **448.11** . per **quarter** paid to **31/03/2025**

(b) Levies Payable (Description, Amount, Due Date)

(1) **Administration Fund** **$408.81** **01/04/2025**

(2) **Sinking Fund** **$94.34** **01/04/2025**

(c) Arrears

Contributions $**503.15**

As at **04/04/2025**

N.B. Interest accrues daily at **15** % per annum **after 30 days**

(d) Water charges to be paid by * Corporation / ~~Owner (Individual Water Meters maintained by Strata Water Solutions)~~

1.3 Liabilities of the Corporation

(a) Current liabilities incurred by the Corporation to which the unit/lot holder must or is likely to be required to contribute: (excluding 1.2)

(1) **As per Budget** $ .....

(2) ..... $ .....

(b) Future liabilities resolved to be incurred by the Corporation to which the unit/lot holder must or is likely to be required to contribute: (excluding 1.2)

(1) ..... $ .....

(2) ..... $ .....

1.4 Assets of the Corporation

Name of Fund: **SC 5856 Inc**.

Where held: **Macquarie Bank Limited**

(a) Sum standing to credit of fund $ **8,968.56** **Administration Fund**

(b) Amount budgeted for known expenses $ ..... **See budget**

(c) Amount in Sinking Fund $ **11,270.20** Purpose **See budget**

(d) Particulars of other assets: (common property improvements that do not appear on the strata plans)

.....

* (Delete where not applicable)

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

PART 2 INSURANCE DETAILS

Insurer **SCI**

Property Cover	$ **3,500,000**	Expiry Date **31/03/2026**	Policy No . **POL11046806**
Public Liability	$ **30,000,000**	Expiry Date **31/03/2026**	Policy No . **POL11046806**

Other Covers (e.g. Voluntary Workers, Fidelity Guarantee, Machinery Breakdown, Flood)

(1)	Voluntary Workers	$ **200,000**	Expiry Date **31/03/2026**	Policy No . **POL11046806**
(2)	Fidelity Guarantee	$ **100,000**	Expiry Date **31/03/2026**	Policy No . **POL11046806**
(3)	Office Bearers	$ **250,000**	Expiry Date **31/03/2026**	Policy No . **POL11046806**
(4)	Catastrophe	$ **1,050,000**	Expiry Date **31/03/2026**	Policy No . **POL11046806**

PART 3 Please supply a copy of each of the following: (Applicant to delete if not required)

3.1 (a) Minutes of general meetings of the Corporation for the last two (2) years.

~~(b) Minutes of management committee meetings of the Corporation for the last two (2) years.~~

(c) Detail of any "special resolution" or "unanimous resolution" affecting the unit or common property passed during the last five (5) years (*excluding those contained in (a) above*)

Refer relevant minutes attached

3.2 Statement of Accounts of the Corporation last prepared.

3.3 *The Articles

3.4 Certificate of Currency of Insurance.

~~3.5 Insurance Policy(ies) currently in force by the Corporation.~~

~~3.6 The Development Contract [Section 51] and Particulars of the owners obligations.~~

~~3.7 The Scheme Description [Section 11]~~

PART 4 Please complete the following:

The Corporation's records are available for inspection at **30 Unley Road Unley SA**

on any working day between the hours of **10:00** am and **4:00** pm. Contact phone **(08)8357 3500**

(**A fee of $5.00 will be charged**)

PART 5 Fees Payable (which must accompany this application - delete any item that does not apply)

5.1	*(a)	For completing and supplying items 3.1 to 3.4 inclusive	$105.60
	~~*(b)~~	~~For supplying item 3.5 .....~~	~~$10.00~~
	~~*(c)~~	~~For supplying item 3.6 .....~~	~~$25.00~~
	~~*(d)~~	~~For supplying item 3.7 .....~~	~~$25.00~~
		Total fees payable on this application	$105.60

5.2 **Date of Application: 03/04/2025** Signed for/on behalf of the Applicant

Date of Statement: 04/04/2025 Signed for/on behalf of the Corporation

Applicant - Please Note:-

1. This statement does not take into account any decisions or transactions of the Corporation at or subsequent to the issue thereof.
2. Applicants are invited to check the current status prior to settlement.
3. Please advise the Corporation the name and address of the new owner when settlement has been effected.

* (Delete where not applicable)

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

MINUTES OF THE ANNUAL GENERAL MEETING
STRATA CORPORATION Scheme No. 5856 INC
3A Hughes Avenue, Kensington SA 5068

DATE Wednesday, 12 June 2024 4:00 PM

LOCATION 30 Unley Road, Unley SA and Online via ZOOM

PRESENT
The following Owners were represented at the meeting:
Lot 1: Joshua Lumby via zoom
Lot 3: Ashley & Ruth Grace
Lot 4: Robert Cheeseman
Lot 6: Patrick Willie

The following Owners were represented by Proxy:
Lot 5: Barbara Schain Proxy: FSCM

Paul du Plessis & Lauren Beard were present as the Body Corporate Managers representing Fewster Strata & Community Management Pty Ltd (FSCM)

1. QUORUM
A Quorum was declared as there were 5 out of a possible 8 Lots represented.

2. CHAIRPERSON
Lauren Beard was appointed Chairperson for the Meeting, assisted by Paul Du Plessis
Carried Unanimously

3. MINUTES OF THE PREVIOUS MEETING
It was resolved that the Minutes of the Annual General Meeting held on 25/05/2023 be accepted as a true and accurate record.
Carried Unanimously

4. PRESENTATION OF FINANCIAL STATEMENT
It was resolved that the Financial Statement for the period 1/04/2023 to 31/03/2024 be accepted and adopted.
Carried Unanimously

5. APPOINTMENT OF BODY CORPORATE MANAGER
It was resolved that Fewster Strata & Community Management (FSCM) Pty Ltd be appointed as the Body Corporate Manager of the Corporation at a Fee of $2,420.00 for the next twelve (12) months. Disbursements incurred by FSCM in relation to the Management of the Corporation may be recovered from the Corporation. The Management duties are in accordance with the duties as specified in the Management Agreement, with the Presiding

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

Officer being authorised to sign the Management Agreement on behalf of the Corporation.

A copy of the Management Agreement will be forwarded to the Presiding Officer, with the fully executed copy to be uploaded to the Community Portal.

Carried Unanimously

Our Additional Services: Residential and Commercial Property Management

With the re-appointment of Fewster Strata and Community Management, we would like to make Owners aware that Fewster Properties also provides comprehensive services for Residential and Commercial Property Management. Please direct your interest to Charlie or Olivia for further information on our services and fees at charlie@fewster.com.au or olivia@fewster.com.au where we will be more than happy to discuss your requirements.

6. ELECTION OF OFFICERS

It was resolved that Robert Cheeseman be appointed to the position of Presiding Officer.
It was resolved that Patrick Willie be appointed to the position of Secretary.
It was resolved that Joshua Lumby be appointed to the position of Treasurer.

Public Officer

It was resolved that Suzie Fewster be appointed as Public Officer of the Corporation.

Carried Unanimously

7. REVIEW OF INSURANCE POLICIES

FSCM tabled the Product Disclosure Statement (PDS) and Financial Services Guide (FSG) and explained they are an Authorised Representative/Distributor of Strata Community Insurance Agencies Pty Ltd (SCI) / CHU Underwriting Agencies Pty Ltd (CHU) for the sale of Strata and Community insurance products. Copies of the PDS and FSG are available on request from our office or alternatively, can be found at stratacommunityinsure.com.au / www.chu.com.au.
The Manager is qualified to give general and factual advice about insurance, not personal advice, however, any decisions made regarding the product should be made in conjunction with the PDS and FSG.

Fewster Strata and Community Management Pty Ltd obtain a commission from the underwriter of up to 20% of the Base Premium for the placement of such insurance through the Body Corporate Manager. When insurance is placed through the Manager there are no fees charged to the Corporation for the processing of claims. FSCM is required to obtain clear instructions from the Corporation for the renewal of insurance.

A. Valuation

The importance of three to five yearly formal valuations was discussed with Owners as for compliance with Legislation, the Act states the building & common area contents must be insured for full replacement value.

The last valuation was undertaken on 25/01/2021, Current Sum reported $2,600,000.
The next formal valuation is due in 2024/2026
After some discussion it was resolved to undertake a formal valuation in June 2024.

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

B. Current Insurance Details - Common Property

Insurer	SCI
Policy Number	POL11046806
Renewal Date	31 March 2025
Building Sum	$2,897,720
Common Contents	$28,977
Loss of Rent/Temp Accom	$434,658
Public Legal Liability	$30,000,000
Office Bearers Liability	$250,000
Voluntary Workers	Included
Fidelity Guarantee	$100,000
Catastrophe	$869,316
Lot Owners Fixtures & Improvements	$300,000 per Lot
Flood & Floating Floors Cover	Included
Excesses	$2,000

C. Renewal Directions

FSCM advised the Corporation that Catastrophe Insurance Cover is available, enabling the Corporation to nominate a percentage (up to 30%) of the Current Sum insured and arrange supplementary Catastrophe Cover for that amount.
Catastrophe cover is in place and will continue.

Catastrophe Insurance is an additional component of the policy available providing further cover and risk reduction to the Corporation should there be any Escalation in the cost of the replacement of the Insured Property if it is destroyed, or it is assessed as a constructive total loss, as a result of a Catastrophic event. A Catastrophic event is declared by the Insurance Council of Australia (ICA) should there be an Event which is sudden and widespread and which causes substantial damage to property over a large area. i.e. flood, cyclone or hail.

After some discussion it was resolved that; alternate quotes be obtained, and the Sum Insured be set at the full replacement value as reported in the formal valuation to be undertaken in June 2024. The quotes to presented to Owners for a decision, with the Presiding Officer to give clear instruction to the Manager as to the preferred insurer.

The premium is due and payable on 31/03/2025.

To ensure the Corporation continues to have insurance that meets the requirements of the Strata Titles Act, it was resolved that Fewster Strata & Community Management Pty Ltd be granted a standing order to automatically renew the insurance policy each year at the limits of cover presently held, or as determined at a general meeting of the Corporation.

Carried Unanimously

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

8. LOT OWNERS INSURANCE

FSCM advised Owners that the Strata Corporation's insurance policy does not cover an Owner's or Tenant's contents (including carpets, curtains and light fittings) or an Owner's legal liability in their unit subsidiary. It is each individual Owner's responsibility to arrange appropriate insurance for their unit. Owners were reminded that Lot Owner's Insurance is requirement as should a claim be made in relation to the Corporation's Insurance policy and an individual lot owner's entitlement area is not insured, the Insurance company reserves the right to deny such claim. FSCM advised Owner's they are an Authorised Representative of CHU Underwriting Agencies Pty Ltd (CHU) and are authorised to organise and provide Landlord Insurance. Should you wish for FSCM to arrange appropriate quotes for your unit, please let us know and we will be happy to get in touch with you directly to arrange suitable coverage for same.

9. COMMON PROPERTY MAINTENANCE

It was resolved that the following gardening and/or maintenance would be carried out;

Gutter Cleaning

After some discussion it was agreed to undertake gutter cleaning on a bi-annual basis.
To be undertaken in May and December 2024 utilising the service of Roof Dog.

Pest Control

FSCM recommends annual visual termite inspections. It was agreed to complete biennial Termite Inspections conducted by Adelaide Pest Control. The next Inspection is due in June 2024.

Gardening/Pruning

It was resolved to continue with the services of Greg Brown to maintain the common gardens for the Corporation on a monthly basis. The manager to request Greg to be provide advice on suitable low maintenance plants to be planted in the bare areas.

Irrigation

Plot Gardens reported that they had connected two lines and installed a pressure reducer to the irrigation system in order rectify a possible increase of pressure at the mains which was causing the fittings to blowoff. Suggesting the system be renovated in the future with the addition off a better timing system. It was resolved that the Presiding Officer will meet with Plot Gardens to discuss an upgrade of the irrigation timer to a digital timer and any other potential upgrades as required. A quote to be provided for the Corporations Approval.

Smoke Alarms

All Owners were reminded to ensure their smoke detectors/alarms are monitored annually and/ or as required to comply with Legislation.

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

10. SINKING FUND ANALYSIS

Owners were advised a Sinking Fund is a reserve fund for non-recurrent expenditure items in future years. Items currently identified and requiring budgeting for a long-term five-year plan are presented in the following table:

	2024	2025	2026	2027	2028
Projected Opening Balance	$8,454.52	$11,454.52	$14,454.52	$17,454.52	$21,454.52
Projected Income	$3,000	$3,000	$3,000	$3,000	$3,000
Projected Expenditure	NIL	NIL	NIL	NIL	NIL
Projected Closing Balance	$11,454.52	$14,454.52	$17,454.52	$21,454.52	$24,454.52

After some discussion, the Corporation resolved to approve the proposed non-recurrent expenditure time-line/schedule.

Carried Unanimously

11. BUDGET AND LEVIES

It was resolved the Corporation Levies be set at a total of $13,000 for the Administration Fund and $3,000 for the Sinking Fund for 2023/24. Levies are due each quarter and are to be paid in advance in accordance with Unit Entitlement.

Levies will be due on the following dates:
1 July 2024, 1 October 2024, 1 January 2025, 1 April 2025

Owners are reminded that unpaid levies attract a fine of 15% after 30 days. These fees remain attached to the Unit in question until point of sale or payment of interest and fines, whichever occurs first. Please note, fines are charged on behalf of the Corporation and are paid directly into the Corporation's bank account.

Any major works unable to be paid from the accumulated funds or should any fund shortages arise, these are to be paid by way of a Special Levy, of which the Presiding Officer has the authority to approve on behalf of the Corporation.

Carried Unanimously

Bank Account

FSCM has authority to open and operate an independent Bank Account on behalf of and in the name of the Corporation.

Carried Unanimously

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

12. APPROVALS AND ADOPTION OF POLICIES

Unit 3 Carport Approval
Unit 3 was granted approval to extend the carport within their unit subsidiary area. The carport has been designed in harmony with the existing building and the necessary council approvals have been granted and obtained and will be built by a qualified tradesman. Unit 3 will be responsible for the installation and ongoing cost of repairs and maintenance.

13. GENERAL BUSINESS
No General Business Raised.

14. NEXT MEETING
The next AGM is to be held on Wednesday 14 May 2025 at 4:00 PM at Fewster Strata & Community Management's Office located at 30 Unley Road, Unley or Online via ZOOM

15. MEETING FINISH TIME 5.05PM

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

MINUTES OF THE ANNUAL GENERAL MEETING
3A Hughes Avenue Scheme No. SC 5856 INC

DATE Thursday 25th May 2023 at 4:00pm

LOCATION 30 Unley Road, Unley, SA via ZOOM

PRESENT
The following Owners were represented at the meeting:
Lot 2: Leigh Rohan Muster – arrived 4:19pm
Lot 3: Robert Denyer Cheesman
Lot 4: Robert Denyer Cheesman
Lot 6: Patrick Boris Wille

The following Owners were represented by Proxy:
Lot 5: Barbara Schain Proxy: FSCM
Unit 8: Thomas Wear Proxy: FSCM

Lauren Beard was present as the Body Corporate Manager representing Fewster Strata & Community Management Pty Ltd (FSCM)

1. QUORUM
A Quorum was declared as there were 6 out of a possible 8 Lots represented.

2. CHAIRPERSON
Lauren Beard was appointed Chairperson for the Meeting, assisted by Paul de Plessis

Carried Unanimously

3. MINUTES OF THE PREVIOUS MEETING
It was resolved that the Minutes of the Annual General Meeting held on 17/05/2022 be accepted as a true and accurate record.

Carried Unanimously

4. PRESENTATION OF FINANCIAL STATEMENT
It was resolved that the Financial Statement for the period 01/04/2022 to 31/03/2023 be accepted and adopted.

Carried Unanimously

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

5. APPOINTMENT OF BODY CORPORATE MANAGER

It was resolved that Fewster Strata & Community Management (FSCM) Pty Ltd be appointed as the Body Corporate Manager of the Corporation at a Fee of $2,305.00 for the next twelve (12) months. Disbursements incurred by FSCM in relation to the Management of the Corporation may be recovered from the Corporation. The Management duties are in accordance with the duties as specified in the Management Agreement, with the Presiding Officer being authorised to sign the Management Agreement on behalf of the Corporation.

A copy of the Management Agreement will be forwarded to the Presiding Officer, with the fully executed copy to be uploaded to the Community Portal.

Carried Unanimously

Our Additional Services: Residential and Commercial Property Management

With the re-appointment of Fewster Strata and Community Management, we would like to make Owners aware that Fewster Properties also provides comprehensive services for Residential and Commercial Property Management. Please direct your interest to Charlie or Olivia for further information on our services and fees at charlie@fewster.com.au or olivia@fewster.com.au where we will be more than happy to discuss your requirements.

6. ELECTION OF OFFICERS

It was resolved that Rob Cheesman be appointed to the position of Presiding Officer.
It was resolved that Patrick Wille be appointed to the position of Secretary.
It was resolved that Joshua Lumby be appointed to the position of Treasurer.

Public Officer

It was resolved that Suzie Fewster be appointed as Public Officer of the Corporation.

Carried Unanimously

7. REVIEW OF INSURANCE POLICIES

FSCM tabled the Product Disclosure Statement (PDS) and Financial Services Guide (FSG) and explained they are an Authorised Representative/Distributor of Strata Community Insurance Agencies Pty Ltd (SCI) / CHU Underwriting Agencies Pty Ltd (CHU) for the sale of Strata and Community insurance products. Copies of the PDS and FSG are available on request from our office or alternatively, can be found at stratacommunityinsure.com.au / www.chu.com.au.

The Manager is qualified to give general and factual advice about insurance, not personal advice, however, any decisions made regarding the product should be made in conjunction with the PDS and FSG.

Fewster Strata and Community Management Pty Ltd obtain a commission from the underwriter of up to 20% of the Base Premium for the placement of such insurance through the Body Corporate Manager. When insurance is placed through the Manager there are no fees charged to the Corporation for the processing of claims. FSCM is required to obtain clear instructions from the Corporation for the renewal of insurance.

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

A. Valuation

The importance of three to five yearly formal valuations was discussed with Owners as for compliance with Legislation, the Act states the building & common area contents must be insured for full replacement value.
The last valuation was undertaken on 25/01/2021, Current Sum reported $2,600,00.00.
The next formal valuation is due in 2023/2024
After some discussion it was resolved not to undertake a formal valuation in 2023

B. Current Insurance Details - Common Property

Insurer	CHU
Policy Number	HU0006062631
Renewal Date	31/03/2024
Building Sum	$2,765,000
Public Legal Liability	$20,000,000
Office Bearers Liability	$250,000
Voluntary Workers	$200,000/$2,000
Fidelity Guarantee	$100,000
Catastrophe Cover	$829,500
Flood Cover	Selected
Excesses	$2,000

C. Renewal Directions

FSCM advised the Corporation that Catastrophe Insurance Cover is available, enabling the Corporation to nominate a percentage (up to 30%) of the Current Sum insured and arrange supplementary Catastrophe Cover for that amount.
Catastrophe cover is in place and will continue.

Catastrophe Insurance is an additional component of the policy available providing further cover and risk reduction to the Corporation should there be any Escalation in the cost of the replacement of the Insured Property if it is destroyed, or it is assessed as a constructive total loss, as a result of a Catastrophic event. A Catastrophic event is declared by the Insurance Council of Australia (ICA) should there be an Event which is sudden and widespread and which causes substantial damage to property over a large area. i.e. flood, cyclone or hail.

After some discussion it was resolved that;

- alternate quotes be obtained at the Current Sum Insured of $2,765,000.00 with an increase of CPI at the time of the renewal. The quotes to presented to Owners for a decision, with the Presiding Officer to give clear instruction to the Manager as to the preferred insurer.

The premium is due and payable on 31/03/2024

To ensure the Corporation continues to have insurance that meets the requirements of the Strata Titles Act, it was resolved that Fewster Strata & Community Management Pty Ltd be granted a standing order to automatically renew the insurance policy each year at the limits of cover presently held, or as determined at a general meeting of the Corporation.

Carried Unanimously

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

8. LOT OWNERS INSURANCE

FSCM advised Owners that the Corporation's insurance policy does not cover an Owner's or Tenant's contents (including carpets, curtains and light fittings) or an Owner's legal liability in their unit subsidiary. It is each individual Owner's responsibility to arrange appropriate insurance for their unit. Owners were reminded that Lot Owner's Insurance is requirement as should a claim be made in relation to the Corporation's Insurance policy and an individual lot owner's entitlement area is not insured, the Insurance company reserves the right to deny such claim. FSCM advised Owner's they are an Authorised Representative of CHU Underwriting Agencies Pty Ltd (CHU) and are authorised to organise and provide Landlord Insurance. Should you wish for FSCM to arrange appropriate quotes for your unit, please let us know and we will be happy to get in touch with you directly to arrange suitable coverage for same.

9. COMMON PROPERTY MAINTENANCE

It was resolved that the following gardening and/or maintenance would be carried out;

Gutter Cleaning

After some discussion it was agreed to undertake gutter cleaning on a bi-annual basis. To be undertaken in June and December. The managers are to obtain 2 quotes for the approval of the presiding officer.

Pest Control

FSCM recommends annual visual termite inspections. It was agreed to complete biennial Termite Inspections conducted by Adelaide Pest Control. The next Inspection is due in 2024.

Gardening/Pruning

It was resolved to continue with the services of Greg Brown to maintain the common gardens for the Corporation on a monthly basis. The manager to request Greg install low maintenance plants to bare areas (minimal amount)

The manager has advised Greg Brown to replace the irrigation timer battery on his next visit in May 2023

Gutter/Fascia's

It was resolved that the manager will obtain a quote from Signature Residential Services for the repair/ replacement as required of gutters and fascia's for the approval of the corporation with the presiding officer to give the final approval on behalf of the corporation.

Unit 2 Windows

The owner of unit 2 will supply FSCM with a quote for the replacement/ repairs of their windows for the approval of the corporation to consider.

Smoke Alarms

All Owners were reminded to ensure their smoke detectors/alarms are monitored regularly and comply with Legislation.

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

10. SINKING FUND ANALYSIS
Owners were advised a Sinking Fund is a reserve fund for non-recurrent expenditure items in future years.

	2023	2024	2025	2026	2027
Projected Opening Balance	$5349.80	$8349.80	$11,349.80	$14,349.80	$17349.80
Projected Income	$3000.00	$3000.00	$3000.00	$3000.00	$3000.00
Projected Expenditure	NIL	NIL	NIL		
Projected Closing Balance	$8349.80	$11,349.80	$14,349.80	$17,349.80	$20,349.80

After some discussion, the Corporation resolved to approve the proposed non-recurrent expenditure time-line/schedule.

Carried Unanimously

11. BUDGET AND LEVIES
It was resolved the Corporation Levies be set at a total of $12,000.00 for the Administration Fund and $3,000.00 for the Sinking Fund for 2023/24. Levies are due each quarter and are to be paid in advance in accordance with Unit Entitlement.

Levies will be due on the following dates:
1 July 2023, 1 October 2023, 1 January 2024, 1 April 2024

Owners are reminded that unpaid levies attract a fine of 15% after 30 days. These fees remain attached to the Unit in question until point of sale or payment of interest and fines, whichever occurs first. Please note, fines are charged on behalf of the Corporation and are paid directly into the Corporation's bank account.

Any major works unable to be paid from the accumulated funds or should any fund shortages arise, these are to be paid by way of a Special Levy, of which the Presiding Officer has the authority to approve on behalf of the Corporation.

Carried Unanimously

Bank Account
FSCM has authority to open and operate an independent Bank Account on behalf of and in the name of the Corporation.

Carried Unanimously

12. APPROVALS AND ADOPTION OF POLICIES
NIL

13. GENERAL BUSINESS
The manager will send an email to all owners to remind all that bins are not to be left out in common areas and that bins are to be stored within each lots entitlement.

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

14. NEXT MEETING

The next AGM is to be held on Thursday 16th May 2024 at 4:00pm at Fewster Strata & Community Management's Office located at 30 Unley Road, Unley or via ZOOM

15. MEETING FINISH TIME 4.49pm

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

STRATA CORPORATION 5856 INC.

At3A Hughes Avenue, Kensington, 5068

The following is a summary of policy decisions, special and unanimous resolutions resolved by the Strata Corporation.

The relevant minutes should be consulted for precise wording of the resolutions.

Date of Meeting	Details
02/05/2011	**Levy Arrears:** Following an overview of the procedures to follow to collect overdue levies and all resultant collection costs/legal fees, it is hereby resolved to adopt the following policies and procedures. 1. Interest on overdue levies The Corporation will charge owners interest on all levies outstanding for and in excess of 30 days. The rate is set at 15% and calculated daily. An account fee of $10 plus GST is charged to owners and/or their Agents. 2. Debt Collection The Body Corporate Manager is authorized to proceed on behalf of the Corporation with any necessary action, including legal action, to recover all outstanding monies/levies/fees. 3 Costs All related costs associated with the recovery of any outstanding monies will be the responsibility of the relevant unit owner/s and as such will be recovered from that unit owner/s. **Unit 1 Trees:** Permission to remove 5 candle pines and 1 native frangipani to stop roots damaging the building. Whilst these are on common area, the owner of Unit 1 will meet this expense of tree removal. **Unit 1 Shed:** Permission for the installation of a small garden shed details as per attached sketch. (2 options for location). **Unit 6 Shed:** Permission for the installation of a small garden shed details as per attached sketch. (Dimension details enclosed also).
02/05/2011	**Solar Panels:** Unit 6 requested permission for solar panels on his northern facing roof. Solar panels were the subject of approval in previous Minutes and as such the installation as proposed by Unit 6 may proceed. All maintenance resulting from installation of such panels remains the cost of the owner of Unit 6 at all times.

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

The following is a summary of policy decisions, special and unanimous resolutions resolved by the Strata Corporation.

The relevant minutes should be consulted for precise wording of the resolutions.

Date of Meeting	Details
20/04/2015	**Unit 2 Dog:** Joan Thompson sought approval to keep a small dog. Approval ratified by all in attendance. Approval for the life of this pet only – see Minutes.
18/04/2016	**Unit 2 Dog:** Confirming the approval from the 2015 AGM, that approval is granted only to the owner of Unit 2 at the time of approval and for the life of this pet only.
09/11/2016	**Rabbit Unit 8** It was resolved that the application to keep a rabbit in Unit 8 Unit Subsidiary be approved. Subject to the rabbit being kept in an enclosure at all times within the Unit Subsidiary and not on Common Property. Approval is for the life of the rabbit or the Tenancy whichever expires first
18/05/2021	**Remote Communication** That the Corporation make provision for attendance and voting at meetings by unit holders by means of remote communication.
17/05/2022	**Bin Etiquette** It was resolved that all bins are to be stored in their respective Unit Subsidiary area, except for Tuesday night/Wednesday morning for Wednesday Bin Collection Day. Should any bins be found remaining or left on common areas, three (3) warnings will be issued, followed by fines being imposed against the offending Owner's Lot Ledger, due to failure to oblige with this policy.

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

MINUTES OF THE ANNUAL GENERAL MEETING
3A Hughes Avenue Scheme No. SC 5856 INC

DATE Tuesday, 18th May 2021 6:00 PM

LOCATION Suite 14/13-23 Unley Road, Parkside SA 5063

PRESENT
The following owners were represented at the meeting:
Unit: 3 Lot: 3 Owner: Robert Cheesman
Unit: 4 Lot: 4 Owner: Robert Cheesman
Unit: 6 Lot: 6 Owner: Patrick Wille

The following owners were present by proxy:
Unit: 5 Lot: 5 Owner: Barbara Schain Proxy: Fewster Strata & Community Mgmt
Unit: 8 Lot: 8 Owner: Thomas Wear Proxy: Fewster Strata & Community Mgmt

Guest: Future Owner Unit 2: Leigh Muster

John Fewster Body Corporate Manager Fewster Strata & Community Management (FSCM)

1. QUORUM
A Quorum was declared as there were 5 out of a possible 8 Lots represented.

2. CHAIRPERSON
It was unanimously agreed by owners present that John Fewster, Body Corporate Manager be appointed Chairperson for the Meeting.

Carried Unanimously

3. MINUTES OF THE PREVIOUS MEETING
It was resolved that the Minutes of the Annual General Meeting held on 19 May 2020 be accepted as a true and accurate record.

Carried Unanimously

4. PRESENTATION OF FINANCIAL STATEMENT
It was resolved that the Financial Statement for the period 1 April 2020 to 31 March 2021 be accepted and adopted.

Carried Unanimously

5. APPOINTMENT OF COMMUNITY MANAGERS
It was resolved that Fewster Strata & Community Management Pty Ltd be appointed as the Body Corporate Managers of the Corporation at a Fee of $2,041.00 for the next twelve months. Disbursements may be recovered by the Body Corporate Manager as incurred by the Corporation. The Management duties are in accordance with the duties as specified in the Management Agreement and the Presiding Officer was authorised to sign the Management Agreement on behalf of the Corporation.

A copy of the Management Agreement will be forwarded to the Presiding Officer and well as uploaded to the Portal.

Carried Unanimously

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6. ELECTION OF OFFICERS

It was resolved that Robert Cheesman be appointed to the position of Presiding Officer.
It was resolved that Patrick Wille be appointed to the position of Secretary.
It was resolved that Joshua Lumby be appointed to the position of Treasurer.

Public Officer

It was resolved that Suzie Fewster be appointed as Public Officer of the Corporation.

Carried Unanimously

7. REVIEW OF INSURANCE POLICIES

FSCM tabled the Product Disclosure Statement (PDS) and Financial Services Guide (FSG) and explained that they are Authorised Representatives of CHU Underwriting Agencies Pty Ltd (CHU) for the sale of Strata and Community insurance products. Copies of the PDS and FSG are available on request from our office or at *www.chu.com.au.*
The Manager is qualified to give general and factual advice about insurance but any decisions made about the product should be made in conjunction with the PDS and FSG.
Fewster Strata and Community Management obtain a commission from the underwriter of up to 20% of the Base Premium for placement of insurance through the manager. When insurance is placed through the manager there are no fees charged for claim processing.

FSCM is required to obtain clear instructions from the Corporation for the renewal of insurance.

a. Valuation

The importance of a three to five yearly formal valuation for full replacement value was discussed. The last valuation was undertaken on 25 January 2021, Sum reported $2,600,000.
The next formal valuation is due in 2024/26.
After some discussion it was resolved not to take undertake a formal valuation in 2021.

b. Current Insurance Details - Common Property

Insurer	CHU
Policy No	HU0006062631
Renewal Date	31/03/2022
Building Sum	$2,765,000
Legal Liability	$20,000,000
Office Bearers Liability	$250,000
Voluntary Workers	$200,000/$2,000
Fidelity Guarantee	$100,000
Catastrophe Cover	$829,500
Flood Cover	Included
EXCESS	$300

c. Renewal Directions

FSCM advised the Corporation that Catastrophe Insurance Cover is available and it enables the Corporation to nominate a percentage of the current sum insured and arrange supplementary Catastrophe Cover for that amount.
Catastrophe cover is in place and will continue.

After some discussion it was resolved that the insurance remains with the existing insurer CHU at the Current Sum Insured of $2,765,000. Should the premium increase be greater that 10% an alternate quote may be required.

The premium is due and payable on 31/03/2022.

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

To ensure that the Corporation continues to have insurance that meets the requirements of the Strata Titles Act, it was resolved that Fewster Strata & Community Management Pty Ltd be granted a standing order to automatically renew the insurance policy each year at the limits of cover presently held, or as determined at a meeting of the Corporation.

Carried Unanimously

8. LOT OWNERS INSURANCE

FSCM advised Members the Corporation's insurance policy does not cover an Owner's or Tenant's contents (including carpets, curtains and light fittings) or an Owner's legal liability in their unit subsidiary. It is each individual Owner's responsibility to organise appropriate insurance for their unit.

9. COMMON PROPERTY MAINTENANCE

It was resolved that the following gardening and/or maintenance would be carried out;

Gutter Cleaning

After some discussion it was agreed to undertake gutter cleaning twice a year in May/June and November/December utilising Aussie Blue Roofing.

Pest Control

FSCM recommends annual visual termite inspections. After some discussion it was resolved to continue with the Annual Termite Inspections using Adelaide Pest Control.

Gardening/Pruning

It was resolved to continue with the services of Greg Brown to maintain the common garden for the Corporation.

Painting

The plan is for each of the three free standing buildings be painted on a two year frequency, below is proposed schedule and cost estimate.

Painting Units 5 & 6; Late 2021 - $3,000
Painting Units 7 & 8; Late 2023 - $3,000

Painting forms part of the Sinking Fund Plan. Funding of painting to be from accumulated funds in the Sinking Fund.

Unit 2 Maintenance

The outgoing owner of Unit 2 provided photographs of two maintenance items at the unit.
Item 1: Carport post on left hand side entry possibly needs replacing.
Item 2: Second bedroom window is cracking and rotting and requires repair.

Owners present agreed the maintenance to be undertaken.

Smoke Alarms

All Owners are to ensure their smoke detector alarms are monitored regularly and comply with Legislation.

OH&S - EBIX Tradesmonitor

The facilities supplied by Ebix Trades Monitor will be utilised this year.

10. SINKING FUND ANALYSIS

Sinking Fund is a reserve fund for non-recurrent expenditure items in future years. Items currently identified for inclusion in a three year forward budget are presented in the following table;

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

	2021-22	2022-23	2023-24
Projected Opening Balance	$5,614.57	$5,614.57	$8,614.57
Projected Income	$3000.00	$3,000.00	$3,000.00
Projected Expenditure Painting	$3,000.00		$3,000.00
Projected Closing Balance	$5,614.57	$8,614.57	$8,614.57

The corporation approved the proposed non-recurrent expenditure.

Carried Unanimously

11. BUDGET AND FIXING OF LEVIES

It was resolved that the Corporation Levy be set at a total of $15,000 for the Administration Fund and $3,000 for the Sinking Fund for 2021/22. Levies are due each quarter and are to be paid in advance in accordance with Unit Entitlement.

Levies will be due on the following dates:-
1 July 2021, 1 October 2021, 1 January 2022, 1 April 2022

Owners are reminded that unpaid levies attract a fine of 15% after 30 days. These fees remain attached to the Unit in question until point of sale or payment of interest and fines, whichever occurs first.

Any major works unable to be paid from accumulated funds or any fund shortages are to be paid by way of a Special Levy.

Carried Unanimously

12. APPROVAL OF PRESCRIBED WORKS

There were no prescribed works on the agenda.

Guest of the meeting and future owner of Unit 2 Leigh Muster raised the topic to make future alterations to the carport within the Unit 2 Subsidiary. It was discussed that approval for the works require approval of the Corporation at a properly convened meeting.
Costs for carport alterations would be an owner responsibility.

13. ADOPTION OF POLICIES

Motion: That the Corporation make provision for attendance and voting at meetings by unit holders by means of remote communication.

Carried Unanimously

12. GENERAL BUSINESS

There was no further business to discuss.

13. NEXT MEETING

The next AGM is to be held on Tuesday 17 May 2022 at 6:00pm at Fewster Strata & Community Management Office, located at Suite 14 / 13-23 Unley Road, Parkside.

14. MEETING FINISH TIME 6:47 PM

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MINUTES OF THE ANNUAL GENERAL MEETING
3A Hughes Avenue Scheme No. SC 5856 INC

DATE Tuesday, 17th May 2022 5:30 PM

LOCATION Suite 14/13-23 Unley Rd, Parkside via ZOOM

PRESENT

The following owners were represented at the meeting:
Unit: 3 Lot: 3 Owner: Robert Cheesman
Unit: 4 Lot: 4 Owner: Robert Cheesman
Unit: 6 Lot: 6 Owner: Patrick Wille

The following owners were present by proxy:
Unit: 5 Lot: 5 Owner: Barbara Schain Proxy: FSCM
Unit: 8 Lot: 8 Owner: Thomas Wear Proxy: FSCM

Rohan Adhvaryu is present as the Body Corporate Manager representing Fewster Strata & Community Management (FSCM)

1. QUORUM

A Quorum was declared as there were 5 out of a possible 8 Lots represented.

2. CHAIRPERSON

Patrick Wille was appointed Chairperson for the Meeting, assisted by Rohan Adhvaryu.

3. MINUTES OF THE PREVIOUS MEETING

It was resolved that the Minutes of the Annual General Meeting held on 18 May 2021 be accepted as a true and accurate record.

Carried Unanimously

4. PRESENTATION OF FINANCIAL STATEMENT

It was resolved that the Financial Statement for the period 1 April 2021 to 31 March 2022 be accepted and adopted.

Carried Unanimously

5. APPOINTMENT OF COMMUNITY MANAGERS

It was resolved that Fewster Strata & Community Management (FSCM) Pty Ltd be appointed as the Body Corporate Manager of the Corporation at a Fee of $2,137.00 for the next twelve (12) months. Disbursements incurred by FSCM in relation to the Management of the Corporation may be recovered from the Corporation. The Management duties are in accordance with the duties as specified in the Management Agreement, with the Presiding Officer being authorised to sign the Management Agreement on behalf of the Corporation.

A copy of the Management Agreement will be forwarded to the Presiding Officer, with the fully executed copy to be uploaded to the Community Portal.

Carried Unanimously

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

Our Additional Services: Residential and Commercial Property Management

With the re-appointment of Fewster Strata and Community Management, we would like to make Owners aware that Fewster Properties also provides comprehensive services for Residential and Commercial Property Management. Please direct your interest to Charlie or Olivia for further information on our services and fees at charlie@fewster.com.au or olivia@fewster.com.au where we will be more than happy to discuss your requirements.

6. ELECTION OF OFFICERS

It was resolved that Rob Cheesman be appointed to the position of Presiding Officer.
It was resolved that Patrick Wille be appointed to the position of Secretary.
It was resolved that Patrick Wille be appointed to the position of Treasurer.

Public Officer

It was resolved that Suzie Fewster be appointed as Public Officer of the Corporation.

Carried Unanimously

7. REVIEW OF INSURANCE POLICIES

FSCM tabled the Product Disclosure Statement (PDS) and Financial Services Guide (FSG) and explained that they are Authorised Representatives of CHU Underwriting Agencies Pty Ltd (CHU) for the sale of Strata and Community insurance products. Copies of the PDS and FSG are available on request from our office or alternatively at *www.chu.com.au.*
The Manager is qualified to give general and factual advice about insurance, however, any decisions made regarding the product should be made in conjunction with the PDS and FSG. Fewster Strata and Community Management Pty Ltd obtain a commission from the underwriter of up to 20% of the Base Premium for the placement of such insurance through the Body Corporate Manager. When insurance is placed through the Manager there are no fees charged to the Corporation for the processing of claims.

FSCM is required to obtain clear instructions from the Corporation for the renewal of insurance.

a. Valuation

The importance of three to five yearly formal valuations was discussed with Owners as for compliance with Legislation, the Act states the building & common area contents must be insured for full replacement value. The last valuation was undertaken on 25 January 2021, Current Sum reported $2,600,000.
The next formal valuation is due in 2024/26.
After some discussion it was resolved to not undertake a formal valuation in 2022.

b. Current Insurance Details - Common Property

Insurer	CHU
Policy No	HU0006062631
Renewal Date	31/03/2023
Building Sum	$2,765,000
Legal Liability	$20,000,000
Office Bearers Liability	$250,000
Voluntary Workers	$200,000/$2,000
Fidelity Guarantee	$100,000
Catastrophe Cover	$829,500
Flood Cover	Selected
EXCESS	$1000

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

c. Renewal Directions
FSCM advised the Corporation that Catastrophe Insurance Cover is available, enabling the Corporation to nominate a percentage (up to 30%) of the Current Sum insured and arrange supplementary Catastrophe Cover for that amount.
Catastrophe cover is in place and will continue.

Catastrophe Insurance is an additional component of the policy available providing further cover and risk reduction to the Corporation should there be any Escalation in the cost of the replacement of the Insured Property if it is destroyed, or it is assessed as a constructive total loss, as a result of a Catastrophic event. A Catastrophic event is declared by the Insurance Council of Australia (ICA) should there be an Event which is sudden and widespread and which causes substantial damage to property over a large area. i.e. flood, cyclone or hail.

After some discussion it was resolved that the insurance remains with the existing insurer CHU at the Current Sum of $2,765,000.
The premium is due and payable on 31/03/2023.

To ensure the Corporation continues to have insurance that meets the requirements of the Strata Titles Act, it was resolved that Fewster Strata & Community Management Pty Ltd be granted a standing order to automatically renew the insurance policy each year at the limits of cover presently held, or as determined at a general meeting of the Corporation.

Carried Unanimously

8. LOT OWNERS INSURANCE
FSCM advised Owners that the Corporation's insurance policy does not cover an Owner's or Tenant's contents (including porches, carpets, curtains and light fittings) or an Owner's legal liability in their unit subsidiary. It is each individual Owner's responsibility to arrange appropriate insurance for their unit. Owners were reminded that Lot Owner's Insurance is requirement as should a claim be made in relation to the Corporation's Insurance policy and an individual lot owner's entitlement area is not insured, the Insurance company reserves the right to deny such claim. To ensure this does not result, FSCM require a copy of all individual Owner's Insurance COC to confirm the required insurance is in place. FSCM advised Owner's they are an Authorised Representative of CHU Underwriting Agencies Pty Ltd (CHU) and are authorised to organise and provide Landlord Insurance. Should you wish for FSCM to arrange appropriate quotes for your unit, please let us know and we will be happy to get in touch with you directly to arrange suitable coverage for same.

9. COMMON PROPERTY MAINTENANCE
It was resolved that the following gardening and/or maintenance would be carried out;

Gutter Cleaning
After some discussion it was agreed to undertake gutter cleaning on a bi-annual basis in April and September utilising the services of Aussie Blue Roofing.

Pest Control
FSCM recommends annual visual termite inspections. It was agreed to continue with Annual Termite Inspections conducted by Adelaide Pest Control.

Gardening/Pruning
It was resolved to continue with the services of Greg Brown to maintain the common gardens for the Corporation.

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Painting
The current sinking fund plan recognises the requirement for the painting of the remaining four units (5-8) of which can now be covered due to sufficient funds in the Corporation's Sinking Fund. The painting works are to be conducted in Spring following the Winter rains, with the works to be paid utilising the accumulated Sinking Fund monies.

Broken Light Post
The light post located directly across from the entrance to the property has suffered significant damages due to being driven into by an unkown party. It was resolved to engage an electrician to replace the existing post with Solar LED Lights in the area.

Bin Etiquette and Numbers
It was resolved for the Manager to attend Bunnings and purchase Bin Numbers (Stickers) to distribute to all residents to assist in the identification of bin ownership for individual units. It was agreed a Bin Etiquette Approval and Policy is to be implemented stipulating the responsible use of bins on site and the issuing of warnings and fines should this not be followed accordingly.

Smoke Alarms
All Owners were reminded to ensure their smoke detectors/alarms are monitored regularly and comply with Legislation.

OH&S - EBIX Tradesmonitor
The facilities supplied by Ebix Trades Monitor will be utilised this year.

10. SINKING FUND ANALYSIS
Owners were advised a Sinking Fund is a reserve fund for non-recurrent expenditure items in future years. Items currently identified and requiring budgeting for a long-term five-year plan are painting of the remaining 4 units (Units 5-8).

After some discussion, the Corporation resolved to approve the proposed non-recurrent expenditure time-line/schedule.

Carried Unanimously

11. BUDGET AND FIXING OF LEVIES
It was resolved that the Corporation Levy be set at a total of $13,000 for the Administration Fund and $3,000 for the Sinking Fund for 2022/23. Levies are due each quarter and are to be paid in advance in accordance with Unit Entitlement.

Levies will be due on the following dates:-
1 July 2022, 1 October 2022, 1 January 2023, 1 April 2023

Owners are reminded that unpaid levies attract a fine of 15% after 30 days. These fees remain attached to the Unit in question until point of sale or payment of interest and fines, whichever occurs first. Please note, fines are charged on behalf of the Corporation and are paid directly into the Corporation's bank account.

Any major works unable to be paid from the accumulated funds or should any fund shortages arise, these are to be paid by way of a Special Levy, of which the Presiding Officer has the authority to approve on behalf of the Corporation.

Carried Unanimously

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Bank Account
FSCM has authority to open and operate an independent Bank Account on behalf of and in the name of the Corporation.

12. APPROVALS AND ADOPTION OF POLICIES
Motion - Bin Etiquette: It was resolved that all bins are to be stored in their respective Unit Subsidiary area, except for Tuesday night/Wednesday morning for Wednesday Bin Collection Day. Should any bins be found remaining or left on common areas, three (3) warnings will be issued, followed by fines being imposed against the offending Owner's Lot Ledger, due to failure to oblige with this policy.

Carried Unanimously

13. GENERAL BUSINESS
There was no further business to be discussed.

14. NEXT MEETING
The next AGM is to be held on Tuesday 9 May 2023 at 5:30pm at Fewster Strata & Community Management Office, located at Suite 14 / 13-23 Unley Road, Parkside via ZOOM.

15. MEETING FINISH TIME 6:10 PM

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Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

Approved Annual Budget

Administrative Fund

Community Corporation for Scheme No. SC 5856 INC

1 April 2024 to 31 March 2025

3A Hughes Avenue Kensington SA SA 5068

Expenditure	**Budget 04/24 - 03/25**
Administrative Fees & Charges - Digital Compliance/Portal	145.20
Administrative Fees & Charges - disbursement charges	230.00
Bank Fees & Charges - DEFT fees	25.00
Electricity - charges	570.00
Garden/Lawn Maintenance - gardening	2,200.00
Garden/Lawn Maintenance - gutter clearing	1,440.00
Insurance Premiums	5,490.00
Irrigation & Drainage Systems	300.00
Minor Building Maintenance	1,500.00
Plumbing Maintenance	500.00
Strata Manager - Meeting Fee	220.00
Strata Manager - management fees	2,420.00
Water - charges	1,500.00
Total Administrative Fund Expenditure	**16,540.20**

Administrative Fund Summary			**Budget 04/24 - 03/25**
Opening balance (Surplus)		13,309.17	
Expenditure during budget period		16,540.20	
		3,231.03	
Less	Additional revenue during budget period	0.00	
Plus	Planned surplus at end of budget period	9,768.97	
Plus	Allowance for GST on contributions	0.00	**Per Ent**
Budgeted contributions to be raised $		**13,000.00**	16.3522

Total Unit Entitlement 795

*May include insurance contributions

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Approved Annual Budget

Sinking Fund

Community Corporation for Scheme No. SC 5856 INC

1 April 2024 to 31 March 2025

3A Hughes Avenue Kensington SA SA 5068

Expenditure	**Budget 04/24 - 03/25**
	-
Total Sinking Fund Expenditure	**-**

Sinking Fund Summary		**Budget 04/24 - 03/25**	
Opening balance (Surplus)		8,265.84	
Expenditure during budget period		0.00	
		(8,265.84)	
Less	Additional revenue during budget period	0.00	
Plus	Planned surplus at end of budget period	11,265.84	
			Per Ent
Budgeted contributions to be raised $		**3,000.00**	3.7736
Total Unit Entitlement		795	

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ANNUAL FINANCIAL STATEMENTS

For the period 1 April 2023 to 31 March 2024

Prepared For

3A Hughes Avenue

Scheme No. SC 5856 INC

3A Hughes Avenue
Kensington SA
SA 5068

Manager
Fewster Strata & Community
Fewster Strata & Community Management Pty Ltd

Printed
22 May 2024

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

Balance Sheet

Administrative & Sinking Fund

Community Corporation for Scheme No. SC 5856 INC

As at 31st March 2024

3A Hughes Avenue Kensington SA SA 5068

ABN/ACN 54 962 134 586

Assets	**2024**
Cash	21,575.01
Total Assets	**$ 21,575.01**

Equity	
Administrative Fund	13,309.17
Sinking Fund	8,265.84
Total Equity	**$ 21,575.01**

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Income and Expenditure Statement

Administrative Fund

Community Corporation for Scheme No. SC 5856 INC

1 April 2023 to 31 March 2024

3A Hughes Avenue Kensington SA SA 5068

ABN/ACN 54 962 134 586

Income	**Actuals 01/04/23 31/03/24**	**Budget 01/04/23 31/03/24**
Insurance Claim	856.90	0.00
Levy Fees - normal	11,792.41	12,000.00
	12,649.31	**12,000.00**
Expenditure		
Administrative Fees & Charges - Digital Compliance...	145.20	150.00
Administrative Fees & Charges - disbursement char...	197.50	300.00
Bank Fees & Charges - DEFT fees	21.00	25.00
Electricity - charges	474.71	600.00
Garage - roller doors	4,455.00	0.00
Garden/Lawn Maintenance - gardening	2,112.00	2,000.00
Garden/Lawn Maintenance - gutter clearing	720.00	1,000.00
Insurance Premiums	10,896.92	6,595.00
Irrigation & Drainage Systems	327.00	0.00
Minor Building Maintenance	0.00	1,500.00
Plumbing Maintenance	1,856.90	500.00
Strata Manager - Meeting Fee	0.00	165.00
Strata Manager - management fees	2,408.00	2,305.00
Water - charges	1,450.81	1,250.00
	25,065.04	**16,390.00**
Surplus / Deficit for period	**(12,415.73)**	**(4,390.00)**

Summary

Opening Balance as at 1 April 2023	25,724.90
Total Revenue during period	12,649.31
Total Expenditure during period	(25,065.04)
Administrative Fund balance as at 31 March 2024	**$ 13,309.17**

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

Income and Expenditure Statement

Sinking Fund

Community Corporation for Scheme No. SC 5856 INC

1 April 2023 to 31 March 2024

3A Hughes Avenue Kensington SA SA 5068

ABN/ACN 54 962 134 586

Income	**Actuals 01/04/23 31/03/24**	**Budget 01/04/23 31/03/24**
Levy Fees - normal	2,915.84	3,000.00
Mutual Revenue - penalty interest	0.20	0.00
	2,916.04	**3,000.00**

Summary

Opening Balance as at 1 April 2023	5,349.80
Total Revenue during period	2,916.04
Total Expenditure during period	0.00
Sinking Fund balance as at 31 March 2024	**$ 8,265.84**

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

Notes To Financial Statements

Community Corporation for Scheme No. SC 5856 INC
3A Hughes Avenue Kensington SA SA 5068 **ABN/ACN 54 962 134 586**

Note 1 Summary of Accounting Policies

This special purpose financial report has been prepared for distribution to owners to fulfill the Community corporation's financial reporting requirements. The accounting policies used in the preparation of this report, as described below, are in the opinion of the Community corporation manager appropriate to meet the needs of owners. (a) The financial report has been prepared on the Cash basis of accounting including the historical cost convention and the going concern assumption. (b) The requirements of Accounting Standards and other professional reporting requirements in Australia do not have mandatory applicability to the Community corporation because it is not a "reporting entity" as defined in those Standards.

Note 2 Unpresented Transactions

Any items shown as "Unpresented Transactions" in the Balance Sheet represent money received or paid that has yet to be presented to the Community corporation's financial institution (bank).

Note 3 Income Tax

Assessable income such as interest, dividends and other investment income derived by the Community Corporation, is taxable at the current company tax rate of 30%. Assessable income received by the Community Corporation in respect of common property, other than as stated above, is taxable in the hands of individual owners as determined by Tax Ruling 2015/3.

Note 4 Depreciation

Common property, including assets fixed to it, is not beneficially owned by the Community corporation and is therefore not depreciable. Non-fixed assets that are purchased by the Community corporation are beneficially owned by it, but the purchase cost is expensed upon acquisition and not depreciated.

These notes (other than notes added by the Community manager) are the subject of copyright and are generated by the software program "Strataware", developed by Mystrata Pty Ltd (www.mystrata.com). These notes explain how the accounts were prepared, what specific policies/rulings apply and futher clarify the figures in the financial statement. The form of accounts produced by Strataware has been settled by a prominent national firm of Chartered Accountants. The accuracy of data used to generate the accounts is the responsibility of the software user.

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

Community Corporation for Scheme No. SC 5856 INC

3A Hughes Avenue Kensington SA SA 5068
ABN/ACN 54 962 134 586

CONTRIBUTION POSITION STATEMENT - ALL LOTS

SORTED BY DUE DATE

For the period 1 Apr 2023 to 31 Mar 2024

Lot No.	Owners Name	Opening Balance	Normal Contributions	Insurance Contributions	Special Contributions	Other Contributions	Penalties	Discounts	Paid	Closing Balance
1	Joshua Albert Lumby		-1,918.25			-22.00			1,940.25	0.00
2	Leigh Rohan Muster	472.48	-1,822.31			-22.00	-0.20		1,372.03	0.00
3	Ashley Anthony Grace and Ruth Margaret Grace	477.98	-1,822.31						1,792.44	448.11
4	Robert Denyer Cheesman	503.15	-1,918.25						1,886.80	471.70
5	Barbara Schain	553.46	-2,110.04						2,075.44	518.86
6	Patrick Boris Wille	477.98	-1,822.31						1,792.44	448.11
7	Eleanor Cara & Nicholas Paul Martin		-1,918.25			-44.00			1,962.25	0.00
8	Thomas Alexander Wear	503.15	-1,918.25						1,886.80	471.70
	$	**2,988.20**	**-15,249.97**			**-88.00**	**-0.20**		**14,708.45**	**2,358.48**

Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43

STRATA COMMUNITY INSURANCE

stratacommunityinsure.com.au
T 1300 SCINSURE (1300 724 678)
E myenquiry@scinsure.com.au
A Level 12, 182 Victoria Square, Adelaide, SA 5000

CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	POL11046806
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021
THE INSURED	Strata Corporation No. 5856
SITUATION	3a Hughes Avenue, Kensington, SA, 5068
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 31/03/2025 Expiry Date: 4:00pm on 31/03/2026
INTERMEDIARY	Fewster Strata & Community Management Pty Ltd
ADDRESS	PO Box 680, Unley, SA, 5061
DATE OF ISSUE	21/03/2025

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	$3,500,000
		Common Area Contents	$35,000
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	$525,000
	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Included
SECTION 2	Liability		$30,000,000
SECTION 3	Voluntary Workers		Included
SECTION 5	Fidelity Guarantee		$100,000
SECTION 6	Office Bearers' Liability		$250,000
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		$1,050,000
SECTION 9	PART A	Government Audit Costs – Professional Fees	$25,000
	PART B	Appeal Expenses	$100,000
	PART C	Legal Defence Expenses	$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		$300,000
SECTION 11	Loss of Lot Market Value		Not Included

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder.

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This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

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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—

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

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

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

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

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

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Residential Tenancy Agreement - Fixed Term or Periodic

***Residential Tenancies Act 1995* (SA)**
***Residential Tenancies Regulations 2010 (*SA)**

- This is your residential tenancy agreement. It is a binding contract under the ***Residential Tenancies Act 1995* (SA)** (**Act**).
- Parts C, Part A, Part B and Part D contain the terms of your agreement.
- All parties to this agreement should consider obtaining legal advice about their rights and obligations.

PART A – BASIC TERMS

This agreement is between the Landlord(s) and the Tenant(s) listed on this form.

1. Date of agreement

This is the date the agreement is signed: 17/12/2024

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

2. Premises let by the Landlord

Address of premises

Street: 7/3a Hughes Avenue

Suburb: Kensington State: SA Postcode: 5068

Reservations

Detail any part of the premises excluded from this agreement or reserved for the Landlord's sole use or use in common with the Tenant:

3. Landlord's details

Full name or company name: Nick and Eleanor Martin

ABN/ACN (if applicable):

Address of registered office (if landlord is a company)

Address:

Suburb: State: Postcode:

Address for service of documents (must not be the agent's address)

Address: 137 Second Avenue

Suburb: Royston Park State: SA Postcode: 5070

Full name or Company name:

ABN/ACN (if applicable):

Address for service of documents (must not be the agent's address)

Address:

Suburb: State: Postcode:

Landlord's agent's details

Full name: Klemich Property Management Pty Ltd

Trading name: Klemich Property Management Pty Ltd

Address: 1/245 Fullarton Rd

EASTWOOD State: SA Postcode: 5063

Phone number: 0400 155 596 ABN/ACN (if applicable): 27 644 615 798

Email address: peyton@klemich.com.au

Registration number (RLA): 307834

Note: The Landlord must notify the Tenant within 14 days if any of this information changes.

Details of any person with superior title to the Landlord

Full name:

Address:

State: Postcode:

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4. Tenant details

Each Tenant that is a party to the agreement must provide their details here.

Full name of **Tenant 1**: Amit Gaonkar
Phone number: 0470 316 971 ABN/ACN:
Email for service of notices or documents: amitgaonkar@gmail.com

Full name of **Tenant 2**:
Phone number:
Email for service of notices or documents:

Full name of **Tenant 3**:
Phone number:
Email for service of notices or documents:

Full name of **Tenant 4**:
Phone number:
Email for service of notices or documents:

Note: If there are more than four tenants, include details on an extra page.

5. Length of the agreement

☑ Fixed term agreement

Start date: 19 / 12 / 2024

(this is the date the agreement starts and you may move in)

End date: 18 / 12 / 2025

Note: If the term is 90 days or less, include a Short Fixed Term Tenancies Notice (Form 1).

☐ Periodic agreement (monthly) Start date:

Note: A periodic (e.g. month by month) tenancy agreement will be formed at the end of the fixed term agreement if the Landlord and Tenant do not sign a new fixed term agreement and the Tenant stays in the property.

6. Rent

Rent amount ($) (payable in advance) $650 per week

To be paid per ☐ week ☑ fortnight ☐ calendar month

Day rent is to be paid Thursday
(e.g. each Thursday or the 11th of each month)

Date first rent payment due: 19 / 12 / 2024

Does a rent control notice apply in respect of the premises? ☐ Yes ☑ No

7. Bond

The maximum bond is:

(a) if the rent is less than $800 per week – four weeks' rent; or

(b) if the rent is more than $800 per week – six weeks' rent.

Bond amount ($): 2,600
Date bond payment due: 19/12/2024

8. Domestic appliances requiring instructions

(List the appliances here. Manufacturers manuals, or written or oral instructions must be provided to the Tenant.)

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9. Details of embedded electricity network

Is electricity supplied to the premises via a connection point that is part of an embedded network? ☐ Yes ☑ No

If yes, the Landlord must provide the following information –

(a) General information about the nature, benefits and potential consequences of participating in an embedded network:

(b) Details of the retailer for the embedded network

Name: _____ ABN: _____

Phone: _____ Email: _____

Website: _____

Tariffs that apply: _____

(c) Metering arrangements and potential costs of participating in the embedded network:

(d) Cost apportionments per kilowatt hour for any bundled utilities arising from participation in the embedded network:

10. Method of rent payment

(Landlord to tick available methods of rent payment. At least one method must be electronic.)

☑ direct deposit ☐ bank deposit ☐ cash ☐ cheque or money order ☐ BPAY

☐ other electronic form of payment _____

Payment details (if applicable): _____

BSB no. 065-000 Account no. 12779059

Account name Klemich Property Management Trust Account

Payment reference please use your reference number "100185"

11. Water consumption

The Tenant is required to pay water charges as detailed and as allowed under the Act:

☑ All water use and supply charges ☐ Water use only ☐ Supply charge only

☐ All water usage over and above _____ kL per _____ ☐ No charge for water

☐ Other *(specify)*

12. Utilities

The following utilities/services are separately metered or supplied to the premises and the Tenant will pay rates and charges as consumed:

☑ electricity ☐ other: _____

☑ gas ☐ other: _____

☐ water ☐ other: _____

The following utilities/services are not separately metered or supplied to the premises and the Tenant will pay a portion of the rates and charges using the following method of apportionment:

Service	Apportionment
SA Water	Water usage divided by number of units in group

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13. Inspection sheet

The Landlord or Landlord's agent must give each Tenant a signed copy of the inspection sheet at the time the Tenant commences occupation of the premises.

(Landlord (or landlord's agent) to tick as appropriate)

☐ The inspection sheet has been provided.

☑ The inspection sheet will be provided to the Tenant on or before the date the agreement starts.

14. Notice of Landlord's intention to offer premises for sale

The Landlord has advertised or intends to advertise the premises for sale or has entered into a sales agency agreement for the sale of the premises: ☐ Yes ☑ No

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1. Residential Tenancies Act 1995

1.1 This agreement is subject to the *Residential Tenancies Act 1995* (SA) (**Act**) and *Residential Tenancies Regulations 2010* (SA) (**Regulations**).

1.2 If there is any inconsistency between a provision of this agreement and the Act or Regulations, unless the Act or Regulations permit otherwise, the Act or Regulations will prevail to the extent of the inconsistency.

2. Rent

2.1 The Tenant must pay the rent at the times and in the manner set out in Part A of this agreement.

2.2 The Landlord must give the Tenant written notice of a proposed rent increase in accordance with the Act.

2.2 Rent cannot be increased more than once every 12 months.

3. Utilities

The Tenant must pay for all services to the premises including electricity, gas, telecommunications and water (unless provided otherwise in Part A of this agreement) as consumed.

4. Tenant's obligations

The Tenant must not:

4.1 use the premises for any other use than its place of residence;

4.2 permit, cause or use the premises for any illegal or unauthorised purpose;

4.3 damage the premises or permit or allow any of its invitees to damage the premises (other than fair wear and tear);

4.4 make any modifications or alterations to the premises without the Landlord's written consent unless the modification or alterations are prescribed under the Act. The Landlord must comply with the Act in granting or refusing its consent;

4.5 use any of the Landlord's fixtures or fittings for any other use than the intended use;

4.6 cause or permit any interference, nuisance or an invasion of peace or privacy to any neighbouring premises;

4.7 park any vehicles, motorcycles, bicycles or scooters inside the premises and only park such vehicles in an area allocated specifically for the Tenant for such use or as agreed to by the Landlord;

4.8 use any machinery or equipment owned by the Landlord and left on the premises other than in accordance with the Landlord's or manufacturer's instructions;

4.9 permit any other person than the persons agreed by the Landlord to remain on the premises for more than 14 days; or

4.10 smoke or permit any invitee to smoke within the premises.

5. Condition of the premises

5.1 The Landlord:

5.1.1 must ensure that the premises comply with any minimum housing standards, and are vacant and reasonably clean when the Tenant moves in;

5.1.2 must maintain the premises and ancillary property in a reasonable state of repair having regard to their age, character and prospective life; and

5.1.3 will comply with requirements in relation to minimum efficiency standards for appliances, fittings or fixtures.

5.2 The Tenant:

5.2.1 must replace any ancillary property lost or destroyed while in the care of the Tenant;

5.2.2 must take all reasonable care not to damage the premises;

5.2.3 must promptly notify the Landlord of damage to the premises;

5.2.4 must keep the premises in a reasonably clean condition (subject to reasonable wear and tear);

5.2.5 must replace at its own cost all blown or damaged light bulbs, LED lights and fluorescent tubes throughout the tenancy and ensure that all lighting is in a working condition at the end of the tenancy;

5.2.6 must make good any damage to the premises caused by the Tenant or its invitees (other than fair wear and tear);

5.2.7 must keep the premises clear of any rubbish;

5.2.8 must dispose of rubbish in accordance with council rules/guidelines and use the appropriate bins provided by or recommended by council;

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5.2.9 must regularly maintain the gardens (including but not limited to mowing lawns, removing weeds and watering plants, shrubs, trees and flowers) to the same standard as at the commencement of this agreement;

5.2.10 must not do anything which may damage or block any drains (including but not limited to gutters, downpipes and stormwater drains);

5.2.11 must keep the premises clean and free from mould, fungi and damp caused by the Tenant's use of the premises; and

5.2.12 must (if the premises contains a swimming pool) regularly maintain at its own cost the pool and associated equipment to the same standard as at the commencement of this agreement.

6. Repairs by Landlord

6.1 The Tenant must notify the Landlord, in writing, as soon as practicable of a defect requiring repair, including:

6.1.1 damage to the premises.

6.1.2 a breakdown of facilities, fixtures, furniture or equipment supplied by the Landlord.

6.2 The Landlord must carry out urgent repairs promptly and non-urgent repairs in a reasonable time having regard to the nature of the repair.

7. Emergency repairs

In the case of an accident or damage occurring outside of normal business hours and which may pose a risk to life, health or security of the premises, the Tenant must comply with the Landlord's agent's procedures for after-hours emergencies notified to the Tenant from time to time.

8. Alterations

8.1 The Tenant:

8.1.1 must obtain the Landlord's consent before making any alteration or addition to the premises;

8.1.2 will be responsible for the cost of the alteration or addition;

8.1.3 must, at the end of the tenancy, return the premises to its former state as if the alteration or addition had not been made (unless otherwise agreed with the Landlord);

8.1.4 may only remove a fixture the Tenant has installed if removing it would not cause damage to the premises; and

8.1.5 must repair, or compensate the Landlord for repairing, any damage caused by the Tenant in making an alteration or addition, or in removing a fixture.

8.2 The Landlord:

8.2.1 will not unreasonably withhold consent if the alteration or addition is:

(a) minor in nature;

(b) necessary to provide infrastructure of a prescribed kind;

(c) reasonable and necessary for a Tenant with a disability and would not significantly change the premises; or

(d) reasonable and necessary for a Tenant with mobility needs relating to their age and would not significantly change the premises; and

8.2.2 may refuse consent if:

(a) the alteration would significantly change the premises;

(b) the alteration would require modifications to any common areas;

(c) the alteration would result in noncompliance with any law;

(d) any action required to restore the premises would not be reasonably practicable; or

(e) a valid notice of termination has been given to the Tenant.

9. Security of premises

9.1 The Landlord will provide and maintain locks and other security devices to ensure the premises are reasonably secure.

9.2 Neither the Landlord nor the Tenant may alter, remove or add a lock or security device without the consent of the other party (other than locks on the letterbox), except in the case of domestic abuse in accordance with the Act. Consent will not be unreasonably withheld.

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10. Access and entry

10.1 The Landlord (or Landlord's agent) may enter the premises:

10.1.1 in an emergency;

10.1.2 to collect rent by arrangement with the Tenant, if required;

10.1.3 to inspect the premises up to four times per year (provided that at least 7 days prior to an inspection, the Landlord must give written notice specifying the purpose of the entry, date and 2-hour window within which the inspection will occur);

10.1.4 to carry out garden maintenance at the request of, or by arrangement with, the Tenant or by giving notice between 7 and 14 days prior to the entry;

10.1.5 to carry out maintenance at the request of the Tenant or after giving 48 hours' notice;

10.1.6 to carry out the requirements of a housing assessment order or housing improvement order after giving 48 hours' notice;

10.1.7 to show the premises to prospective tenants during the 28 days prior to the end of the Tenancy after giving the Tenant reasonable notice;

10.1.8 to show the premises to prospective purchasers no more than twice per week, at times as arranged with the Tenant (or as ordered by the Tribunal if parties cannot agree);

10.1.9 after issuing a notice of breach, to determine if the breach has been remedied after giving the prescribed notice to the Tenant between 7 and 14 days prior to the entry;

10.1.10 for other genuine purposes with consent of the Tenant or by giving notice between 7 and 14 days prior to the entry; and

10.1.11 if the premises have been abandoned.

10.2 The Tenant:

10.2.1 must allow entry to the premises where the Landlord has followed proper procedure; and

10.2.2 may request to be present when the Landlord or agent is at the premises and reasonable efforts will be made to accommodate the request.

11. Pets

11.1 The Tenant must apply to the Landlord for approval to keep a pet on the premises (other than an exempt animal under the Act).

11.2 The Landlord may:

11.2.1 refuse the application on the grounds specified in the Act;

11.2.2 give approval subject to conditions; and

11.2.3 impose, vary or revoke a condition of approval at any time by giving notice to the Tenant.

12. Assignment or sub-letting

12.1 The Tenant must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the Landlord.

12.2 The Landlord may give the Tenant notice to vacate if the Tenant assigns or sub-lets the premises without consent.

12.3 The Landlord:

12.3.1 cannot unreasonably withhold consent to sub-let the premises.

12.3.2 must not demand or receive a fee or payment for consent (but may recover expenses reasonably incurred by the Landlord because of the assignment or subletting).

13. Landlord's obligations

The Landlord will:

13.1 if the Landlord determines to sell the premises:

13.1.1 give the tenant written notice of the Landlord's intention to sell the premises within 14 days of entering into a sales agency agreement or determining to make the premises available for inspection by prospective purchasers;

13.1.2 will not advertise the premises for sale or make the premises available for inspection by prospective purchasers until 14 days after the Tenant is notified; and

13.1.3 if a contract is entered into for the sale, will notify the Tenant of the name of the purchaser and the date from which rent is to be paid to them;

13.2 bear all statutory charges in respect of the premises; and

13.3 allow the Tenant quiet enjoyment of the premises without interference by the Landlord.

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14. Insurance

14.1 The Landlord will insure the premises.

14.2 In relation to insurance policies taken out by the Landlord in respect of the premises, the Tenant must not do any act or omission which would make an insurance policy invalid.

14.3 The Tenant acknowledges that it will be responsible to insure its contents (at its own cost).

15. Strata or Community Title

15.1 If the premises are part of a strata scheme under the *Strata Titles Act 1988* (SA) or a community scheme under the *Community Titles Act 1996* (SA) the Landlord must give the Tenant a copy of the articles or by-laws of the strata scheme or community scheme at the commencement of the tenancy.

15.2 The Tenant must comply with the articles or by-laws at all times during the tenancy.

16. Termination

Subject to the Act and without limiting any other rights of termination the Landlord or Tenant may have under the Act:

16.1 **Termination at end of fixed term**

16.1.1 If this agreement is a fixed term agreement the Landlord may terminate this agreement at the expiry of the fixed term by providing at least 60 days' notice to the Tenant (subject to any requirements of the Regulations).

16.1.2 If this agreement is a fixed term agreement the Tenant may terminate this agreement at the expiry of the fixed term by providing at least 28 days' notice to the Landlord.

16.1.3 If this agreement is not terminated by either party, it continues as a periodic tenancy otherwise on the terms of this agreement until terminated by either party.

16.2 **Termination by Landlord for failure to pay rent**

If the rent is overdue by at least 14 days, the Landlord may issue the Tenant with a notice of termination for breach.

16.3 **Termination by either party for breach**

If either party breaches this agreement (and that breach is capable of being remedied), the other party may issue a notice of breach detailing the breach and that if the breach is not remedied within the time specified (being not less than seven days) the tenancy will end. If the breach is not remedied within the time specified in the notice, the tenancy will end on the date specified in the notice.

16.4 **Reletting costs**

If the Landlord terminates this agreement before the end of the fixed term for breach by the Tenant, the Tenant will be liable to pay the Landlord's reasonable costs of reletting the premises including advertising and reletting fees.

17. End of occupancy

At the expiration or earlier determination of this agreement, the Tenant must:

17.1 deliver vacant possession of the premises to the Landlord;

17.2 deliver to the Landlord or its agent all keys and security devices;

17.3 leave the premises in the same condition (fair wear and tear excepted) as set out in the inspection sheet, including thoroughly cleaning the premises; and

17.4 remove all of the Tenant's property and belongings (including fixtures and modifications where required) from the premises and rectify any damage (at the Tenant's cost) caused by such removal.

18. Privacy

18.1 As part of the Landlord leasing the premises to the Tenant, the Tenant will be required to give the Landlord or its agent Personal Information (as defined in the *Privacy Act 1998* (Cth)).

18.2 Subject to the *Privacy Act 1998* (Cth), the Tenant consents to providing such information and permits the Landlord and/or its agent to:

18.2.1 disclose the information to third parties for the purpose of marketing and sales campaigns, for any purpose stated in the privacy statement given to the Tenant (or the privacy policy of the Landlord's agent), and for any matters, issues or disputes related to this agreement or the tenancy;

18.2.2 to keep on its database for future marketing and sales campaigns or similar (including where the Landlord is not marketing or selling a property);

18.3 If the Landlord or its agent is required to maintain a privacy policy in accordance with the *Privacy Act 1998* (Cth), upon request from the Tenant, the Landlord or its agent must provide the Tenant with a copy of its privacy policy.

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19. Counterparts

19.1 This agreement (identical in form and context) may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument of the relevant agreement.

19.2 Each party consents to this agreement and any notices provided under this agreement being signed by any other party in accordance with an electronic communication method and being given or produced by electronic communication, including by link emailed to a party to download an electronic copy.

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PART C - ADDITIONAL TERMS

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act or Regulations.

Note: If you need extra space, attach a separate sheet. Both the Landlord and Tenant should sign and date all attachments.

Shelving units in carport and outdoor sofa are owners property and can be used

Garden weeding, watering and lawn mowing is the tenants responsibility. The owner or his/her representative will attend to plant trimming at their discretion upon giving the tenants the required notice.

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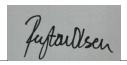
PART D - EXECUTION

Signatures

This agreement is made under the ***Residential Tenancies Act 1995*** **(SA)**.

Landlord

Signature of Landlord 1 (or Landlord's agent)



Dated 17/12/2024

Signature of Landlord 2 (or Landlord's agent)

Dated

Tenant

All Tenants listed must sign this agreement.

☑ I/we acknowledge receipt of the *Tenant Information Guide* provided by the Landlord

Signature of Tenant 1

Amit Gaovkar

Dated 17/12/2024

Signature of Tenant 2

Dated

Signature of Tenant 3

Dated

Signature of Tenant 4

Dated

Note: Each Tenant who is a party to the agreement must sign and date here. If there are more than four Tenants, include details on an extra page.

Any alterations to this agreement must be in writing, signed and dated by the parties.

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Tenant Information Guide

The information in this guide is a summary of the Residential Tenancies Act 1995. It has been prepared by Consumer and Business Services and gives general guidance only. It does not constitute legal advice and is not a substitute for the Residential Tenancies Act 1995.

Introduction

The *Residential Tenancies Act 1995* requires that a landlord or agent **must give the tenant this information guide** at the time that an agreement is entered into. That agreement must require the tenant to acknowledge receipt of this guide.

This guide sets out the **general rights and obligations of landlords and tenants** in respect of residential tenancy agreements entered into in South Australia.

It is inclusive of changes made to the *Residential Tenancies Act 1995* that **commenced as of 1 July 2024**. Tenancy information and forms can also be found at sa.gov.au/housing/private-rentals.



A residential tenancy agreement (sometimes called a lease) is formed when a person (landlord/agent) gives another person (tenant), the right to occupy premises in return for payment. Boarders, lodgers and rooming house residents may be treated differently.

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Contents

Introduction 1
The landlord/tenant relationship 4
The landlord is obliged to: 4
The tenant is obliged to: 6
Landlord's right of entry to rented premises 7
At the beginning of a tenancy 7
Tenant information 8
Residential tenancy databases 8
Types of lease agreements 9
Bonds 9
Inspection sheets 10
Rent 10
Rent in advance 10
Rent increases 10
Excessive rent increases 11
Renting with pets 11
Tenants wanting to keep a pet on a rental premises 11
Tenant obligations 11
Landlords receiving an application from a tenant 12
Reasonable conditions of approval 12
Unreasonable conditions of approval 12
If landlord refuses an application and provides a reason 13
Minor alterations and minimum standards 13
When can a landlord/agent refuse the consent for alterations? 13
Who pays for the alterations? 14
Minimum housing standards 14
Repairs and maintenance 14
Utility charges and energy efficiency 14
Water, gas and electricity charges 14
Electricity embedded networks 15
Agreements relating to installation of solar energy systems 15
Minimum efficiency standards 15
Domestic abuse protections 16
Terminating a tenancy on ground of domestic abuse 16
Changing of locks 17
Other SACAT orders relating to domestic abuse 17

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764e640f-d7db-419f-b9ca-9a2ab710de3d

How to apply to SACAT 17
Your safety at a hearing 18
Assistance at the hearing 18
Terminating tenancies 18
Periodic tenancy 18
Fixed term tenancy 19
Termination for breach of agreement 20
Termination for frustrated agreement 20
Termination by tenant if premises for sale 20
Termination for undue hardship 20
Termination for requiring care 21
Keeping tenant information 21
Disclosure of personal details 21
Misleading information 21
Refund of bond 21
Where parties agree 21
Notice of claim 22
Disputed bonds 22
Unclaimed money 22
Sub-letting and assignment 23
Dispute resolution 23
SACAT hearings 23
Community housing organisations 23
More information 24
Translating and Interpreting Service 25

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Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43
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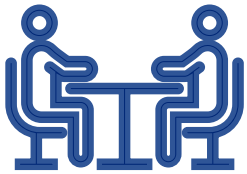
The landlord/tenant relationship



Landlords and tenants both have rights and obligations when a residential 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 guide outlines the central rights and obligations of both parties. For full details on rights and responsibilities please refer to the *Residential Tenancies Act 1995* (the Act).

A number of penalties and expiation fees increased significantly since changes came into force on 1 March 2024. Please make yourself familiar with your obligations, rights and responsibilities, as you may be penalised for breaching your obligations.

If you have a query about your rights and obligations, contact Consumer and Business Services (CBS) on 131 882, or visit the Customer Service Centre at 4-6 Chesser Street, Adelaide.

Under a residential tenancy agreement, 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. A residential tenancy agreement might include a right to occupy a building (such as a studio or ‘granny flat’) located near the primary residence.

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 residential 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 residential tenancy agreement, examples of standard agreements or a copy of a standard lease agreement is available for free from the CBS Customer Service Centre, or at sa.gov.au/tenancy/privaterentalforms.

The landlord is obliged to provide the tenant with a copy of this written information guide.

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

The landlord is obliged to:

- not invite offers for rent higher than the fixed amount in the residential tenancy agreement
- if you intend on selling the rental premises within 3 months of entering into a new residential tenancy agreement, include this fact in any advertising materials
- inform prospective tenants of any intention to sell the property and not induce a tenant into a residential tenancy agreement by concealing the fact that you intend on selling the premises within 3 months after the agreement is to be entered into
- not require prohibited information (as prescribed in the Residential Tenancies Regulations 2010) to be provided by prospective tenants or by another person

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- provide the successful tenant with a written notice setting out the agent/landlord contact details (including the landlord's full name and postal or email address)
- provide existing tenants with at least 14 days' notice if the property is to be sold
- provide the tenant with a copy of the residential tenancy agreement if the landlord has required the tenant to sign a written agreement
- complete and provide a signed inspection sheet and a copy of this information guide to each tenant at the commencement of the tenancy
- provide manuals, or written, or oral instructions for the operation of domestic appliances e.g., an air conditioner. Domestic appliances requiring instructions must also be listed in the tenancy agreement
- allow the tenant to pay rent by at least one means that is electronic and does not involve the collection of rent by a third party charging a fee for the collection service or any other fees for the payment of rent
- provide the tenant with the prescribed information if electricity is supplied to the premises via a connection point that is part of an embedded network
- provide the premises in a clean and reasonable state, and ensure they comply with the minimum housing standards under the *Housing Improvement Act 2016*
- 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 rates and charges for the supply of water, electricity and gas as agreed between the landlord and the tenant. In the absence of an agreement, separately metered services' rates and charges for the supply of water, electricity and gas are to be borne by the tenant, based on the level of consumption. If rates and charges are not based on consumption, they are to be borne by the landlord. The landlord is obliged to the pay rates and charges if they fail to provide a copy of the invoice within 30 days of being issued the invoice by the supplier.
- pay for excessive water usage charges and fault diagnosis charges caused by a fault in water infrastructure, equipment or appliances, fixtures or fittings if they were notified by a tenant of the excessive usage charges as soon as practicable, and the fault wasn't caused by the tenant (unless it involves SA Water property)
- pay an amount in relation to the costs and charges for the installation of a solar energy system for the premises, as agreed with the tenant
- 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), including carrying our urgent repairs to ensure the premises comply with the minimum housing standards
- ensure any appliances, fittings or fixtures installed or replaced comply with the minimum energy and water efficiency standards as prescribed in the Residential Tenancies Regulations 2010
- provide notice to the tenant that the premises will be tested for contamination if the landlord becomes aware that drug related conduct (manufacture, smoking, consumption or administration of a controlled drug, other than conduct constituting a simple cannabis offence under the Controlled Substances Act 1984) has occurred on the premises
- ensure drug contamination is remediated as soon as is reasonably practicable if testing shows drug contamination, such that the premises comply with the minimum housing standards

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- allow the tenant peace, comfort and privacy
- not unreasonably withhold consent to alterations or additions to the premises that are minor or are necessary for a tenant with a disability or with mobility access needs (that do not significantly affect the structure of the premises)
- provide and maintain locks to ensure the premises are reasonably secure
- provide reasons for termination
- not let the premises to another person before the end of 6 months after terminating a tenancy on the grounds of obtaining possession of the premises for their own or family member's occupation, requiring the premises for demolition, repairs or renovations, or have entered into a contract for the sale of the premises.

The tenant is obliged to:

- not provide the landlord with false information about the tenant's identity or place of occupation
- 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 your 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 rates and charges for the supply of water, electricity and gas as agreed between the landlord and the tenant. In the absence of an agreement:
    - separately metered services' rates and charges for the supply of water, electricity and gas are to be borne by the tenant, based on the level of consumption
    - if rates and charges are not based on consumption, they are to be borne by the landlord
    - sewerage charges and any levies are always the responsibility of the landlord
- pay an amount in relation to the costs and charges for the installation of a solar energy system for the premises, as agreed with 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 or if excessive water usage charges are the result of a fault in water infrastructure, equipment or appliances, fixtures or fittings
- 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 make alterations to the premises (including picture hooks, shelves and fences) without the landlord's consent
- pay for any alterations or additions made by the tenant and return the premises to its former state at the end of the tenancy
- only alter the locks or security device on the premises without the landlord's consent if a tenant has been excluded from the rental premises due to an intervention order, and the protected person is a co-tenant or has been living at the premises. Keys to the new lock or security device and certified copies of the relevant order must be given to the landlord/agent and other co-tenants (not including the co-tenant who is the subject of the relevant order) as soon as is practicable

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- not keep a pet on the premises without the landlord's approval.

Landlord's right of entry to rented premises

A landlord can enter 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 than 4 times a year (unless the Tribunal orders otherwise) after giving 7 to 28 days' written notice specifying the date, purpose of entry and an entry period of up to 2 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 7 to 14 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 within normal hours, or as ordered by the Tribunal (if the Tribunal is satisfied that the tenant is unreasonably withholding their agreement), to show the premises to prospective purchasers no more than twice weekly (however 7 days' notice must be given if photographs or video recordings are to be produced during the visit and a tenant's written consent must be provided prior to any of their personal possessions being recorded)
- to determine whether a breach has been remedied after the landlord has given the tenant notice of a breach of the residential tenancy agreement. No less than 7 and no more than 14 days' written notice on a required 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 7 to 14 days' written notice specifying the date, time and purpose of entry, or with the consent of the tenant.

All entries by the landlord, or organised by the landlord, must take place between normal hours, unless agreed.

That is, 8am to 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. However, a person must not receive a payment from a prospective tenant to aid in their assessment or in their rating for suitability as a tenant. There are categories of information that landlords (excluding NRAS and NDIS landlords, registered community housing providers and registered charities) **must not request** from prospective tenants, or another person, as prescribed in the Residential Tenancies Regulations 2010. This includes:

- if the prospective tenant has taken legal action or been a party to a residential tenancy dispute
- if the prospective tenant has previously received a termination notice for breaching a tenancy agreement
- if the prospective tenant intends on applying for a bond guarantee

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- the prospective tenant's bond history
- if the prospective tenant has lived in South Australia Housing Trust housing
- bank/financial statements of the prospective tenant unless the outgoing transactions and bank account number are redacted/omitted
- financial information relating to bankruptcy or any other financial information unless directly relating to the prospective tenant's financial capacity (i.e., not based on expenditure records)
- employment information other than a payslip or document confirming employment
- information relating to a prospective tenant's attribute or circumstance that would amount to unlawful discrimination of a kind referred to in the *Equal Opportunity Act 1984*
- the prospective tenant's medical records
- social media information relating to the prospective tenant
- the prospective tenant's vehicle's registration number
- the prospective tenant's pet's microchip number
- the level of education of the prospective tenant and the reason for their rental application.

A prospective tenant cannot be required to provide:

- more than 2 documents identifying their identity; or
- more than 2 documents relating to their ability to pay rent; or
- more than 2 documents relating to their suitability to enter into the residential tenancy agreement.

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 1984*. For information about discrimination laws visit the Equal Opportunity Commission's website at www.equalopportunity.sa.gov.au.

Tenant information



A person who holds tenant or prospective tenant personal information must take reasonable steps to protect the information from misuse, loss and from unauthorised access and disclosure. Information received about prospective tenants must be destroyed within 30 days of the successful tenant entering into a tenancy or, if the prospective tenant consents, within 6 months. **A tenant's personal information must be destroyed within 3 years after the tenancy has ended.**

Residential tenancy databases

A Residential Tenancy Database (RTD) is a commercial database containing information about tenancies, to be used by landlords when deciding whether to enter into a residential tenancy agreement with a person, not a database kept by an entity (such as a government department) 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 a residential tenancy 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

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removed. A landlord (or agent or database operator) must not charge a tenant a fee for giving personal information relating to them.

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 3 years.

Types of lease agreements

There are two types of residential tenancy agreements:



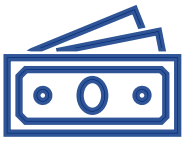
1. Periodic - an agreement (written, verbal or implied) for an indefinite period until it is lawfully terminated
2. Fixed term - a specific start date and end date agreed upon at the beginning of the tenancy (e.g., 6 or 12 months).

The landlord and tenant's 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 residential tenancy agreement and any variation of the agreement (in paper or electronic form) for 2 years after the tenancy has ended.

Bonds

For rental properties where the rent payable is $800 per week and under, the landlord cannot ask for a bond that is more than 4 weeks' rent.



For rent over $800 per week, a landlord cannot ask for a bond that is more than 6 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 directly online through CBS' Residential Bonds Online (RBO) system following the advice about lodging a bond at sa.gov.au/residentialbonds. Alternative lodgement options are also listed, along with information about managing a bond. If a bond is lodged directly by tenants, CBS will notify the landlord or agent of the receipt of the bond and information about the amount received, the date it was received, the name of the tenant and the address of the rental premises.

A bond may be increased if at least 2 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 timeframe.

SA Housing Authority 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.

SA Housing Authority 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.

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Inspection sheets

At the beginning of the tenancy the landlord is required to provide each tenant with a signed inspection sheet, which must include comprehensive details of fixtures, furniture and other contents in the premises and their condition at the commencement of the tenancy.



After the inspection sheet has been completed and signed by the tenant, the tenant must be given a copy. The inspection sheet 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

Rent in advance

Besides paying a bond at the beginning of the tenancy, a tenant can be required to pay the first 2 weeks rent. If 2 weeks' rent is paid at the start of the tenancy, no rent is due until those 2 weeks have passed. Besides a bond and 2 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 60 days' written notice, specifying the amount of the increase and the date on which the increase is to commence
- however, the date fixed for an increase must be at least 12 months after the commencement of the agreement or, at least 12 months since the last increase in rent (even if the increase is agreed between the landlord and tenant).

Where there is a periodic agreement

- the rent can be increased after giving at least 60 days' written notice, specifying the amount of the increase and the date on which the increase is to commence
- however, the date fixed for an increase must be at least 12 months after the commencement of the agreement or, at least 12 months since the last increase in rent (even if the increase is agreed between the landlord and tenant).

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

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Excessive rent increases

An application may be made to the South Australian Civil and Administrative Tribunal (SACAT) if the tenant believes the rent payable is excessive. If the application is made due to an increase in the rent amount, the application must be made within 90 days after the notice of increased rent is given to the tenant. SACAT may take into account relevant matters, including:

- the level of rents for comparable premises in similar localities
- the estimated capital value of the premises
- any outgoings or services that landlords or tenants are liable for under the residential tenancy agreement
- the state of repair and condition of the premises
- whether the tenant was put under undue pressure to agree to the increase
- whether the rent increase was disproportionate considering the amount payable.

Renting with pets

Tenants applying to keep a pet in a rental premises can no longer have their application refused unless the refusal is based on a ground listed in the *Residential Tenancies Act 1995* (the Act).

A landlord can no longer simply state ‘no pets allowed’ and can’t charge a separate pet bond.

But a landlord can impose reasonable conditions having regard to the type of pet and nature of the premises.

Tenants wanting to keep a pet on a rental premises

During, or when applying for, a residential tenancy, a tenant can seek approval to keep a pet at the rental premises by completing an Application for approval to keep a pet on rental premises form and sending it to the landlord. The tenant may like to include the pet’s details as suggested in our Applying to rent with pets resume example.

A tenant must seek written approval from the landlord to keep a pet. It is a potential ground for termination if a pet, other than an exempt pet, is kept at the rental premises without the landlord’s approval.

Keep in mind that local council laws may limit the number or types of animals that can be kept at the premises.

Also, it’s important to note, strata or community title premises, rooming houses and residential parks are governed by their own by-laws or rules which occupants will be required to follow.

Tenant obligations

If granted approval to keep a pet on a rental premises the tenant will be:

- responsible for any nuisance or interference with the reasonable peace, comfort or privacy of others who reside in the immediate vicinity
- responsible for keeping the premises and ancillary property (meaning associated property provided by the landlord) in a reasonable state of cleanliness and must replace or compensate

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the landlord for the reasonable cost of replacing any associated property lost or destroyed while in the care of a tenant
- required to notify the landlord of damage to the premises or associated property
- required to give the premises and associated property back to the landlord in reasonable condition at the end of the tenancy
- liable for compensation to the landlord if they reasonably incur costs and expenses as a direct consequence of a tenant being at fault in connection with the residential tenancy agreement.

A landlord can, by giving written notice to the tenant, impose, revoke or vary a condition of approval at any time.

Landlords receiving an application from a tenant

A tenant's application to keep a pet will be submitted to the landlord/agent using the Application for approval to keep a pet on rental premises form, stating the type and details of the pet they are applying to keep in the rental premises for the landlord's consideration. **The landlord must respond in writing to the request within 14 days of receiving it.**

A Notice of response to pet application form contains a response section to assist landlords structure a compliant response.

The response must include these key pieces of information:

- whether the landlord approves or refuses the tenant's application
- if there are conditions for approval, clearly stated reasonable conditions
- if refusing the application, the grounds for refusal and the reasons that the grounds for refusal apply to the application.

Important: If the landlord doesn't respond to the request in writing within 14 days, or if the response doesn't comply with legal requirements (providing approved reasons for the refusal or reasons for the conditions of approval) the tenant's request will be taken as approved.

Reasonable conditions of approval

A landlord can provide unconditional approval. Alternatively, the landlord can impose reasonable conditions based on the type of pet and nature of the premises which include requiring:

- the pet to be kept outside of the rental premises, if the pet is not a type of pet ordinarily kept inside
- the pet to be effectively restrained while a landlord or agent is entering or is at the premises
- carpets to be cleaned to a professional standard at the end of the tenancy if the pet is allowed inside the premises.

Unreasonable conditions of approval

Conditional approval should relate only to the tenant keeping the pet on the premises and their suitability for the environment they will be kept in.

Conditions that contravene other rights and responsibilities or constitute an offence as outlined in the Act aren't permitted. A landlord can't ask the tenant to:

- agree to buy goods or services from the landlord, a specific person or business
- pay the landlord an incentive

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- pay penalties or a pre-agreed amount for damages
- pay a higher rent or rental bond
- provide any form of security.

If landlord refuses an application and provides a reason

Under the Act, a landlord can only refuse a tenant's request to keep a pet at the rental premises based on any of the following grounds:

- Keeping the pet would exceed a reasonable number of animals being kept on the premises.
- The premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another item necessary to humanely accommodate the pet.
- Keeping the pet would pose an unacceptable risk to the health or safety of a person, including, for example, because the pet is venomous.
- Keeping the pet would contravene a law, a by-law (that is by local council) or rule applying to the premises.
- The tenant has not agreed to the reasonable conditions proposed by the landlord for approval to keep the pet.
- The animal stated in the request is not a pet.
- If the premises is a moveable dwelling, and keeping the pet would contravene a condition of a licence applying to the premises.

Minor alterations and minimum standards

The tenant can ask the landlord or agent for permission to make minor alterations or safety modifications to the premises as long as they don't significantly affect its structure.

A landlord/agent can't unreasonably withhold consent to alterations or additions to the premises that relate to:

- minor alterations or additions
- reasonable changes necessary for disability assistance
- reasonable changes necessary for mobility or access needs relating to age.

Requests to the landlord/agent should detail:

- the nature of the alterations and modifications
- information on how the property can be restored back to its former state at the end of the tenancy.

The landlord's/agent's consent must be given in writing.

When can a landlord/agent refuse the consent for alterations?

A landlord/agent may refuse consent if:

- a valid notice of termination has been given to the tenant (for the imminent change of possession, use or ownership of the premises)
- the alteration or addition would:
    - significantly change the premises
    - require modifications to other premises or a part of the premises that the tenant uses in common with the landlord/agent or another tenant

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- result in non-compliance with another Act or law
- require work needed to restore the premises to its prior condition which is not reasonably practicable.

Who pays for the alterations?

Unless otherwise agreed between the landlord/agent and the tenant:

- the tenant must pay for any alteration or addition to the premises they have made
- at the end of the tenancy, the tenant must return the premises to its former state at their cost.

If a tenant causes damage to the premises by making an alteration or addition to the premises, or by removing a fixture, the tenant must notify the landlord/agent.

The landlord/agent can decide if the tenant should repair the damage or compensate the landlord/agent for the reasonable cost of repairing the damage.

Minimum housing standards

Rental premises must comply with minimum housing standards at the beginning of a tenancy. These standards are set under the *Housing Improvement Act 2016* and the Housing Improvement Regulations 2017.

If they don't, the tenant can request the landlord/agent undertake urgent repairs to meet the standards.

During occupation, a tenant may also serve a notice of termination if the premises:

- doesn't comply with the minimum housing standards
- is destroyed totally or to an extent it's unsafe.

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.

Utility charges and energy efficiency

A landlord or their agent can't pass on statutory charges connected with a property that are for sewerage, council rates and the Emergency Services Levy. A tenant's responsibility for costs for services vary by property.

Water, gas and electricity charges

Rates and charges for water, gas and electricity are to be borne as agreed between the landlord and tenant. In the absence of an agreement, rates and charges based on the level of consumption are to

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be borne by the tenant. However, if the consumption is not separately metered or the rates and charges are not based on the level of consumption, landlords are responsible for the statutory charges.

If a landlord/agent fails to provide a copy of the invoice for any usage charges incurred by the tenant within 30 days of the issue of the invoice, the tenant is not required to pay.

The landlord will be responsible for excessive water use charges caused by a fault in water infrastructure, equipment or other appliances, fittings or fixtures on or connected to the premises – as long as the tenant has notified the landlord/agent of the excessive usage charges and any fault they've become aware of as soon as practicable. This doesn't include faults caused by the action or omission of the tenant.

The landlord will not be responsible for costs associated with a fault that is the responsibility of SA Water.

Electricity embedded networks

The landlord/agent must let tenants know if their electricity is being provided via an embedded network, including:

- information about the nature, benefits and potential consequences of participating in an embedded network generally
- the details of the retailer for the embedded network, including electricity tariffs that apply and the retailer's contact information, ABN and website address
- information about metering arrangements and potential costs of participating in the embedded network
- the cost apportionments per kilowatt hour for any bundled utilities arising from the embedded network.

Agreements relating to installation of solar energy systems

The landlord and tenant may enter into an agreement under which the tenant is liable for an amount in relation to the costs and charges for the installation of:

- a solar photovoltaic system
- a solar hot water system
- a solar battery system
- any combination of the above
- any ancillary equipment required to the above.

Minimum efficiency standards

The landlord must ensure appliances, fittings or fixtures installed or replaced comply with minimum energy and water efficiency standards.

The following fixtures must not have a flow rate that is higher than 9 litres per minute:

- shower heads
- cold water taps and single mixer taps for kitchen, laundry or bathroom sinks or hand basins.

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Toilets must be dual flush and have a minimum 3-star rating in accordance with the WELS scheme as outlined in the *Water Efficiency Labelling Standards Act 2005* (Commonwealth).

Electrical appliances must have a minimum 3-star rating in accordance with the *Greenhouse and Energy Minimum Standards Act 2012* (Commonwealth) and electric or gas water heaters must also comply with that Act.

Domestic abuse protections

There are options for tenants who experience abuse or domestic violence by a person who may be:

- living in the home
- is a regular visitor.

Terminating a tenancy on ground of domestic abuse

If a tenant is experiencing domestic abuse, the tenancy may be terminated **directly, and immediately if required, with the landlord or agent** without needing to apply to the South Australian Civil and Administrative Tribunal (SACAT).

The tenant can submit **Form 15** - Notice of termination by tenant on grounds of domestic abuse, with the following as **supporting evidence**:

- a copy of an intervention order
- a signed report from an authorised professional setting out why they are of the opinion the tenant is experiencing domestic abuse.

Authorised professionals who can issue reports are:

- **legal practitioners**
- **registered medical practitioners**
- **social workers**
- **people working for domestic and family violence support services or sexual abuse support services**
- **domestic and family violence case managers.**

Any evidence provided by the tenant must be stored and disposed of securely by the landlord or agent.

The landlord or agent can only use, or disclose this evidence, without your consent to refer a matter to the police, a child protection agency, or if it is reasonably necessary for your protection.

Tenants can also give 7 days' notice to end a tenancy if they need to vacate to obtain temporary crisis accommodation. They will need to provide the name of the crisis accommodation provider. See **Form 14** - Termination by tenant where certain circumstances apply.

A tenant or co-tenant may still apply to SACAT to terminate a residential tenancy on the ground of domestic abuse under the existing provisions in the Act. SACAT must be satisfied that:

- an intervention order is in force for the protection of the applicant or applicant's domestic associate who regularly resides at the premises; or

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- the person residing at the premises has committed domestic abuse against the applicant/applicant's domestic associate who regularly resides at the premises.

SACAT may also terminate a residential tenancy on application of the landlord if satisfied that:

- an intervention order is in force against a tenant for the protection of a person who regularly resides at the premises; or
- a tenant has committed domestic abuse against a person who regularly resides at the premises.

Changing of locks

A tenant or a person protected by an intervention order experiencing domestic abuse may alter any lock or security device without the permission of their landlord/agent. They must provide required evidence of the abuse and provide a key to the landlord or landlord's agent.

If there is NO intervention order in place, landlord/agent consent is required to change the locks. If the tenant believes approval is being unreasonably withheld, they can apply to SACAT for a resolution.

Other SACAT orders relating to domestic abuse

SACAT can also vary a tenancy in circumstances where domestic abuse has occurred.

- A person who is protected by an intervention order and normally lives at the rental premises, but is not listed on the tenancy agreement, can apply to SACAT for the tenancy agreement to be varied so that they can remain at the premises without the perpetrator.
- SACAT has greater authority to make decisions about whether a tenant who has experienced domestic abuse and was not responsible for damage caused by their co-tenant, should be liable to pay compensation to the landlord/agent for this damage.
- This means SACAT can refund a victim's portion of a rental bond and hold a co-tenant responsible for any damages they caused, even when the amount of compensation owed to the landlord/agent is greater than this tenant's portion of the bond.
- SACAT may make an order that a termination notice served on the tenant is invalid if the reason for termination was due to the act of a person who subjected the tenant or a domestic associate of the tenant to domestic abuse.

How to apply to SACAT

If you are a tenant or a co-tenant you can apply to SACAT for an order to:

- terminate the tenancy
- allow you to stay in the property without the perpetrator
- leave the property and terminate your responsibility under the tenancy
- stop a landlord/agent from listing your details on a Residential Tenancy Database (tenant 'blacklist') for damage caused by the perpetrator
- determine how the bond will be refunded.

All applications to SACAT are completed online at sacat.sa.gov.au. All the information you are required to provide will be contained in the online application form.

If you are unable to complete the form online, you can contact the tribunal for assistance on 1800 723 767. You can also visit SACAT's offices at Level 4 or 7, 100 Pirie Street Adelaide and use a computer at one of SACAT's public kiosks. An application fee normally applies but may be waived if you cannot pay due to your circumstances.

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764e640f-d7db-419f-b9ca-9a2ab710de3d

Your safety at a hearing

SACAT always has at least one security guard present.
The guard's role is to ensure the safety of tribunal members and people attending. The guard may walk in and out of a hearing room at any time. The guard may be present in the room if there are security concerns for a particular hearing.

Where an intervention order is in place, SACAT will usually allocate two hearing rooms, with one person in each room connected by teleconference facilities. The tribunal member may move from one room to the other to take evidence from each person.

Assistance at the hearing

You may have a family member or friend to assist you, or you may arrange for someone to advocate for you at the hearing (refer to the service providers listed below).

Terminating tenancies

The required 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 months' notice.

The landlord may give 60 days' written notice of termination as follows:

- where 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
- where the premises are required for demolition
- where the premises have been sold, to be given any date from the signing of the contract of sale
- where 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

A tenant may give up possession of the premises prior to the 60-day notice period if served with a termination notice on the above grounds and won't be liable to pay rent after giving 7 days' written notice.

The landlord may give 90 days' written notice of termination on one of the following grounds:

- the tenant or visitor gave rise to a serious risk to the life, health or safety of the landlord/agent or person residing nearby
- the tenant or other person residing at the premises threatened or intimidated the landlord/agent/contractor or employee of the landlord/agent
- the tenant kept a pet on the premises without authorisation
- the tenant induced the landlord to enter into the tenancy using a false, misleading or deceptive statement or by knowingly concealing a material fact regarding their identity or workplace

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- the tenant no longer meets the landlord charity's eligibility requirements
- the tenant no longer meets the landlord National Rental Affordability Scheme approved participant's requirements
- the tenant is no longer a student of the relevant educational institution
- the tenant is no longer the landlord's employee.

A landlord may give a notice of termination where they are aware of a tenant or another person engaging in drug related conduct on the premises or ancillary property (when testing has confirmed contamination is a result of drug related conduct).

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.

The tenant may terminate a fixed term agreement at the end of the term after giving at least 28 days' written notice.

A landlord may terminate a fixed term agreement at the end of the term by giving at least 60 days' written notice on one of the following grounds of termination:

- 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
- where the premises are required for demolition
- where 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
- where the premises has been sold and the new purchaser requires vacant possession
- the tenant or visitor intentionally or negligently caused serious damage to the premises to an area near the premises or to safety equipment on/near the premises
- the tenant or visitor gave rise to a serious risk to the life, health or safety of the landlord/agent or person residing nearby
- the tenant caused/permitted the premises to be unfit for human habitation, destroyed totally or to the extent that they are unsafe
- the tenant or other person residing at the premises threatened or intimidated the landlord/agent/contractor or employee of the landlord/agent
- the tenant has been given 2 breach notices and has breached the residential tenancy agreement in the same/substantially similar manner a third time
- the tenant has used/caused the premises to be used for an illegal purpose (including drug related conduct)
- the tenant failed to pay the bond
- the tenant kept a pet on the premises without authorisation
- the tenant induced the landlord to enter into the tenancy using a false, misleading or deceptive statement or by knowingly concealing a material fact regarding their identity or workplace
- the tenant no longer meets the landlord charity's eligibility requirements

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- the tenant no longer meets the landlord National Rental Affordability Scheme approved participant's requirements
- the tenant is no longer a student of the relevant educational institution
- the tenant is no longer the landlord's employee.

If a notice of termination is not given by either party, the agreement will continue as a periodic tenancy.

At the end of a fixed term tenancy, if 60 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 required form to the other for a breach of the conditions of the residential tenancy agreement. A tenant has 7 days from receiving notification to remedy the breach unless it is served on the ground of a failure to pay rent.

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 7 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 2 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.

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 2 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.

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Termination for requiring care

Under the Act, a tenant may terminate a tenancy if they require aged, palliative, or special care, if they have accepted South Australian Housing Trust or community housing accommodation, or if they require temporary crisis accommodation.

Keeping tenant information

When you apply for a rental premises in South Australia you will be asked to provide personal details to complete your application.

This information is protected by law against misuse, interference, loss, unauthorised access, modification or disclosure. Some information you can't be asked for, as detailed on pages 7 and 8.

Disclosure of personal details

A person who holds tenant information or prospective tenant information must not disclose the information except:

- with the consent of the person whose information it is
- as required or authorised by law, or a residential tenancy agreement to which the person who provided the information is a party
- in accordance with an order of a court or tribunal.

If tenant information that relates to you has been dealt with in a way that breaches the requirements, you may make an application to SACAT seeking compliance.

Misleading information

Residential tenancy laws also prohibit any exchange of falsified information or documents between landlords/agents, tenants and those applying for a tenancy.

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 submitting a claim online. If a bond refund form is lodged, it should be completed and signed by both parties (signature verification must be provided). The bond can be paid via electronic funds transfer.

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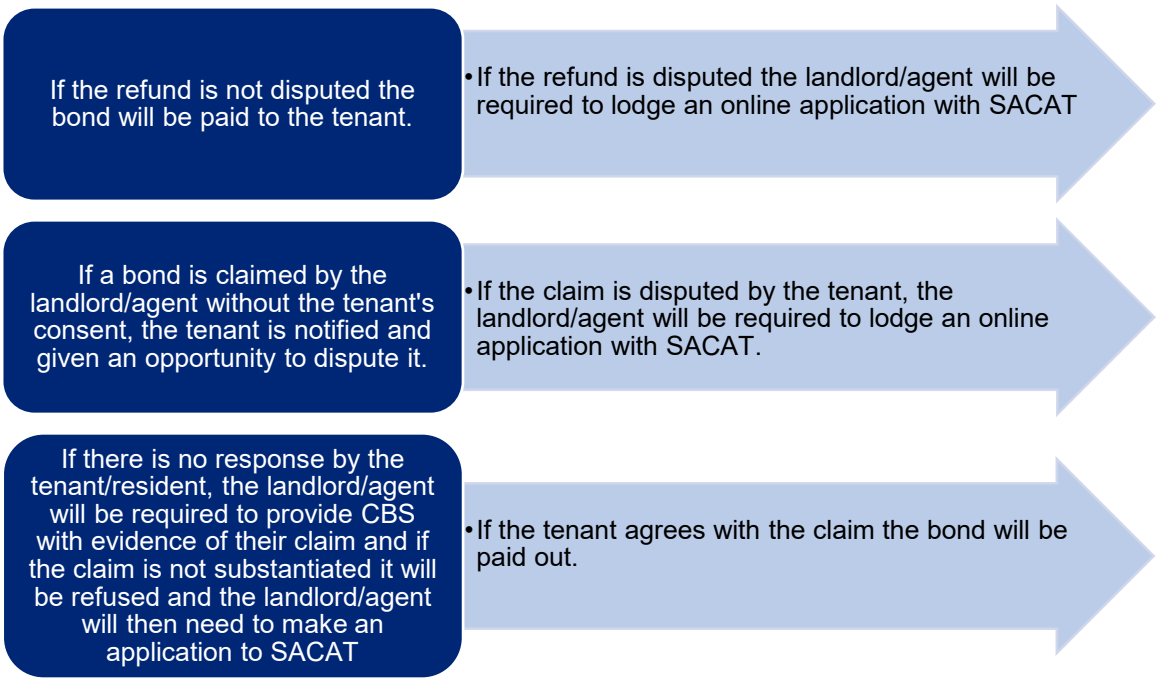
Notice of claim

If a bond is requested by the tenant/co-tenants without the landlord/agent's consent, the landlord/agent is notified and given an opportunity to dispute it.



Bonds may also be claimed in equal/unequal shares by co-tenants. If an application proposes that the bond be paid to co-tenants in unequal shares (and the landlord has agreed to their share of the bond, if any), the Commissioner must pay the bond as proposed in the application (if all co-tenants have consented to the proposal). If a balance of a bond (after a specified amount is to be paid to the landlord) is proposed to be paid in equal shares to co-tenants, then only one of the tenants must consent.

Disputed bonds

A bond dispute will be referred to SACAT which will list the matter for a conference or hearing. If an agreement cannot be reached at a conference, 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 for advice on 131 882.

RentRight SA can provide free and independent advocacy support at SACAT. For more information about its services call 1800 060 462 or email rentrightsa@syc.net.au.

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 (that is, 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 search the bond status at https://portal.cbs.sa.gov.au/consumer/s/search-bond or contact CBS on 131 882.

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764e640f-d7db-419f-b9ca-9a2ab710de3d

Sub-letting and assignment

A tenant has the right, with the landlord's written approval, to sub-let the rental premises, or assign their interest to another party. The landlord cannot unreasonably refuse tenants sub-letting rental properties and may only seek reasonable expenses arising from the sub-letting of premises.

- **To 'sub-let' 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 sub-letting or assigning a tenancy, it is advisable to first contact CBS.**

Dispute resolution

It is the role of CBS to give information to landlords and tenants. Any party to a residential tenancy dispute may apply to SACAT.

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 conference or hearing.

If you are a party to a tenancy dispute and require advice, 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

Community housing providers and housing co-operatives are community managed organisations. They provide affordable housing for people on low incomes or with special housing needs who can't access or maintain other forms of accommodation.

The tenants of community housing organisations are covered by the Act, but there are some sections that are varied or don't apply. Community housing organisations can apply to SACAT for further exemptions or variations of a section of the Act.

For information about accommodation through a community housing organisation visit Renting from a community group on the sa.gov.au website.

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Docusign Envelope ID: 5457EF05-984B-41AA-A1C5-9B53333D1E43
764e640f-d7db-419f-b9ca-9a2ab710de3d

More information

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

Consumer and Business Services
Customer Service Centre
4-6 Chesser Street
ADELAIDE SA 5000
(GPO Box 965, ADELAIDE SA 5001)

Telephone: 131 882
Website: sa.gov.au/housing/private-rentals

Regional CBS office

9 Mackay Street, PORT AUGUSTA

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.

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764e640f-d7db-419f-b9ca-9a2ab710de3d

Translating and Interpreting Service

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).

Arabic

إذا كنت تواجه صعوبة في فهم هذه النشرة، فيرجى الاتصال بخدمة الترجمة التحريرية والشفوية على الرقم 131 450. لا تُغلق الخط، سيتم الرد على اتصالك (يتم احتساب تكلفة المكالمة المحلية فقط).

Amharic

ይህን በራሪ ወረቀት ለመረዳት ካስቸገርዎ በስልክ 131 450 ለትርጉምና አስተርጓሚ አገልግሎት ደውሎ ማነጋገር። ስልኩን አይዝጉ ጥሪዎ መልስ እስኪያገኝ ድረስ (በአካባቢ ጥሪ ዋጋ ብቻ ነው)።

Chinese Simplified

如果您不太能理解本手册，请拨打翻译与传译服务热线 131

450。接通后请勿挂断，有人会与您通话（仅需支付本地电话费）。

Croatian

Ako imate poteškoća razumjeti ovu brošuru, nazovite Službu za prevođenje i tumačenje na 131 450. Nemojte spuštati slušalicu, na vaš će poziv biti odgovoreno (po cijeni mjesnog poziva).

Farsi (Persian)

اگر درک این جزوه برای شما سخت است، با خدمات ترجمه کتبی و شفاهی به شماره 131 450 تماس بگیرید. قطع نکنید، به تماس شما پاسخ داده خواهد شد. (فقط هزینه تماس داخلی)

Greek

Εάν δυσκολεύεστε να κατανοήσετε αυτό το φυλλάδιο, καλέστε την Υπηρεσία Μετάφρασης και Διερμηνείας στο 131 450. Μην κλείσετε το τηλέφωνο, η κλήση σας θα απαντηθεί (Μόνο κόστος τοπικής κλήσης).

Hazaragi

اگه شمو کدم مشکل قد فامیدون ازی ورقه مالوماتی دیرین، بلدی خدمات ترجمانی نوشته شده و گفتاری د شماره 131 450 زنگ بزنین تیلفون ره قد نکنین، زنگ از شمو جواب دیده موشه (هزینه شی به اندازه زنگ د شماره محلی استه).

Hungarian

Ha a közlemény megértése nehézséget okoz, hívja a TIS fordító- és tolmácsszolgálatot a 131 450 számon. Kérjük, legyen türelemmel, hívását fogadják majd. (Helyi hívásnak számít.)

Italian

Se avete difficoltà a comprendere questo opuscolo, chiamate il Servizio di Traduzione e Interpretariato al numero 131 450. Non riattaccate, vi risponderanno (solo al costo di una chiamata locale).

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Khmer

ប្រសិនបើអ្នកមានការលំបាកក្នុងការយល់អំពីឧត្តបណ្ណនេះ សូមទូរសព្ទទៅសេវាបកប្រែភាសាសរសេរ និងបកប្រែផ្ទាល់មាត់
តាមលេខ
131 450។ សូមកុំដាក់ទូរសព្ទចុះ ការហៅទូរសព្ទរបស់អ្នកនឹងត្រូវបានគេឆ្លើយតប
(បង់តម្លៃការហៅទូរសព្ទក្នុងតំបន់ប៉ុណ្ណោះ)។

Polish

Jeśli masz trudności ze zrozumieniem tej broszury, zadzwoń do Telefonicznej Służby Tłumaczy (TIS National) pod numer 131 450. Nie rozłączaj się, połączenie zostanie odebrane (tylko cena połączenia lokalnego).

Portuguese

Se tiver dificuldade em compreender este folheto, ligue para o Serviço de Tradução e Interpretação em 131 450. Não desligue, a sua chamada será atendida (apenas custo de chamada local).

Romanian

Dacă aveți probleme în a înțelege acest pamflet, sunați la Serviciul de Traduceri și Interpretări la numărul 131 450. Nu închideți, apelul dumneavoastră va fi preluat. (Costul este ca pentru un apel local.)

Russian

Если вы испытываете трудности с пониманием данного памфлета, позвоните в Переводческую службу «Translating and Interpreting Service» по номеру 131 450. Не вешайте трубку, на ваш звонок ответят (применим тариф местного звонка).

Serbian

Ако вам је тешко да разумете овај памфлет, позовите Преводилачку и тумачку службу (Translating and Interpreting Service) на 131 450. Не прекидајте везу, добићете одговор (По цени локалног позива).

Spanish

Si tiene dificultades para comprender este folleto, llame al Servicio de Traducción e Interpretación, en el 131 450. No cuelgue, atenderán su llamada (costo de llamada local solamente).

Tamil

இந்தத் துண்டு வெளியீட்டைப் புரிந்துகொள்வதில் உங்களுக்குச் சிரமம் இருந்தால், 131 450 என்ற மொழிபெயர்ப்பு மற்றும் மொழிபெயர்துரைப்புச் சேவையை அழைக்கவும். அழைப்பைத் துண்டிக்காதீர்கள். உங்கள் அழைப்புக்கு பதிலளிக்கப்படும் (உள்ளூர் தொலைபேசி அழைப்பின் விலைக்கு இது கிடைக்கிறது).

Forms Live Sign
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Turkish

Bu broşürü anlamakta zorlanıyorsanız 131 450 numaralı telefondan Yazılı ve Sözlü Çeviri Hizmetleri'ni arayın. Telefonu kapatmayın, çağrınız yanıtlanacaktır (Yalnızca yerel arama ücretleri uygulanır).

Ukrainian

Якщо вам важко зрозуміти цю брошуру, зателефонуйте до Служби письмового та усного перекладу за номером 131 450. Не кладіть слухавку, на ваш дзвінок дадуть відповідь (вартість дзвінка – лише за місцевими тарифами).

Tigrinya

ነዙይ ጽሑፋዊ ወረቐቲ ንክትርድኣ እንተ ጸጊሙካ ነቲ ኣገልግሎት ትርጉምን ምስትርጓም ብስልኪ 131 450 ምድዋል። ነቲ ስልኪ ኣይትእጸዎ ነቲ ደወልካ ምላሽ ኪወሃበካ እዩ (ብናይ ከባቢ ደወል ዋጋ ጥራይ እዩ)።

Vietnamese

Nếu quý vị gặp trở ngại không hiểu được tập sách nhỏ này, hãy gọi cho Dịch vụ Thông Phiên Dịch qua số 131 450. Đừng gác máy, cuộc gọi của quý vị sẽ được trả lời (Chỉ tính phí cuộc gọi địa phương).