ADELAIDE FORM 1

7/141 Cross Road, Westbourne Park SA 5041

Proudly associated with

Adelaide Conveyancing &
Blackwood & Belair Conveyancing

Form 1 - Vendor's statement

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

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Preliminary

To the purchaser:

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

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

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

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

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

Part A—Parties and land

1. Purchaser:

Address:
Street 1:

Suburb: State: Postcode:

2. Purchaser's registered agent: ☐

Address:
Street 1

~~Suburb:~~ ~~State:~~ ~~Postcode:~~

3. Vendor:
ALICE MARY ROSS SZUSTER

Address:
Street 1: UNIT 1 / 2 BALKISSOCH ROAD

Suburb: TORRENS PARK State: SA Postcode: 5062

4. Vendor's registered agent: ☑
Klemich Real Estate Pty Ltd
ABN 70 101 825 147 RLA 174424

Address:
Street 1: Suite 1 / 245 FULLARTON ROAD

Suburb: EASTWOOD State: SA Postcode: 5063

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

6. Description of the land: (*Identify the land including any certificate of title reference)*
UNIT 7 STRATA PLAN 485 IN THE AREA NAMED WESTBOURNE PARK HUNDRED OF ADELAIDE

Street 1: UNIT 7 / 141 CROSS ROAD

Suburb: WESTBOURNE PARK State: SA Postcode: 5041

being the *whole / ~~portion~~ of the land comprised in Certificate of Title
Volume 5046 Folio 460

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

To the purchaser:

Right to cool-off

(section 5)

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

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

(a) you purchased by auction; or

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

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

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

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

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

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

2. Time for service

The cooling-off notice must be served:

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

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

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

3. Form of cooling-off notice

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

4. Methods of service

The cooling-off notice must be:

(a) given to the vendor personally; or

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

Unit 1/2 Balkissoch Road, Torrens Park SA 5062

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

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

georgie@klemich.com.au

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

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

Suite 1, 245 Fullarton Road Eastwood SA 5063

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

Note:

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

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

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

5. Effect of service

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

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

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

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~~,** ALICE MARY ROSS SZUSTER

of UNIT 1/2 BALKISSOCH ROAD TORRENS PARK SA 5062

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: 07/11/2025 Date:

Signed: Signed by: Alice Szuster C30ACBA0AFB54DB... Signed:

Date: Date:

Signed: Signed:

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

(section 9)

To the purchaser:

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

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

Exceptions: Nil

Date: 07/11/2025

Signed: Jennifer Lee Punke

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

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

Schedule—Division 1—Particulars of mortgages, charges and prescribed encumbrances affecting the land (section 7(1)(b))

Note:

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

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

(a) there is an attachment to this statement and:
- (i) all the required particulars are contained in that attachment; and
- (ii) the attachment is identified in column 2; and
- (iii) if the attachment consists of more than 2 sheets of paper, those parts of the attachment that contain the required particulars are identified in column 2; or

(b) the mortgage, charge or prescribed encumbrance:
- (i) is 1 of the following items in the table:
  - (A) under the heading 1. General:
    - 1.1 Mortgage of land
    - 1.4 Lease, agreement for lease, tenancy agreement or licence
    - 1.5 Caveat
    - 1.6 Lien or notice of a lien
  - (B) under the heading 36. Other charges:
    - 36.1 Charge of any kind affecting the land (not included in another item); and
- (ii) is registered on the certificate of title to the land; and
- (iii) is to be discharged or satisfied prior to or at settlement.

Table of particulars

Column 1 **Column 2** **Column 3**

(If an item is applicable, ensure that the box for the item is ticked and complete the item.)

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

(a) the heading "1. General" and items 1.1, 1.2, 1.3 and 1.4; and

(b) the heading "5. Development Act 1993 (repealed)" and item 5.1; and

(c) the heading "6. Repealed Act conditions" and item 6.1; and

(d) the heading "29. Planning, Development and Infrastructure Act 2016" and items 29.1 and 29.2,

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

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

(If there is more than 1 mortgage, charge or prescribed encumbrance of a kind referred to in column 1, the particulars requested in column 2 must be set out for each such mortgage, charge or prescribed encumbrance.)

(If requested particulars are set out in the item and then continued on an attachment due to insufficient space, identify the attachment in the place provided in column 2. If all of the requested particulars are contained in an attachment (instead of in the item) in accordance with the Note preceding this table, identify the attachment in the place provided in column 2 and (if required by the Note) identify the parts of the attachment that contain the particulars.)

1. General

1.1 Mortgage of land

*(**Note:** Do not omit this item. 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)

Refer Certificate of Title - Volume 5046 Folio 460

Number of mortgage: (if registered)

Mortgage No. 14632117

Name of mortgagee:

MACQUARIE BANK LTD. (ACN: 008 583 542)

1.2 Easement

(whether over the land or annexed to the land)

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

*(**Note:** Do not omit this item. This item and its heading must be included in the statement even if not applicable.)*

Is this item applicable? ☑

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

Are there attachments? YES

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

Refer page 12 of 13 of attached Property Interest Report

Description of land subject to easement:

The Whole of the Land in Certificate of Title Volume 5046 Folio 460

Nature of easement:

Electricity Infrastructure Building Restrictions and Statutory Easements

Are you aware of any encroachment on the easement?

NO

If YES, give details:

If there is an encroachment, has approval for the encroachment been given?

If YES, give details:

1.3 Restrictive covenant

*(**Note:** Do not omit this item. This item and its heading must be included in the statement even if not applicable.)*

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Nature of restrictive covenant:

Name of person in whose favour restrictive covenant operates:

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

If NO, give details:

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

1.4 Lease, agreement for lease, tenancy agreement or licence

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

*(**Note:** Do not omit this item. This item and its heading must be included in the statement even if not applicable.)*

Is this item applicable? ☑

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

Are there attachments? YES

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

Refer Residential Tenancy Agreement, Renewal(s) and Assignment of Lease

Name of parties:

Landlord: Alice Mary Ross Szuster

Tenant/s: Srikanth Maddineni and Sindusha Bollipalli

Period of lease, agreement for lease etc:

From 15/12/2023 to 14/12/2025

Amount of rent or licence fee:

$ 430.00 per week (period)

Is the lease, agreement for lease etc in writing?

YES

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

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

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

5. *Development Act 1993* (repealed)

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

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

Is this item applicable? ✓

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

Are there attachments? YES

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

Refer to City of Mitcham Council Search

Condition(s) of authorisation:

080/0914/2000 - Prune a tree
Decision Date: 10/08/2000

6. Repealed Act conditions

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

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

Is this item applicable? ☑

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

Are there attachments? YES

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

Refer to City of Mitcham Council Search

Nature of condition(s):

080/1118/7071 - Twelve brick flats and carports
Decision Date: 08/02/1971

7. *Emergency Services Funding Act 1998*

7.1 section 16 - Notice to pay levy

Is this item applicable? ☑

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

Are there attachments? YES

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

Refer Certificate of Emergency Services Levy

Date of notice:

27/10/2025

Amount of levy payable:

$448.76

21. *Local Government Act 1999*

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

Is this item applicable? ☑

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

Are there attachments? YES

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

Refer to City of Mitcham Council Search Section 187 Certificate

Date of notice, order etc:

27/10/2025

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

City of Mitcham

Land subject thereto:

7/141 Cross Road WESTBOURNE PARK SA 5041
Certificate of Title - Volume 5046 Folio 460

Nature of requirements contained in notice, order etc:

Balance Brought Forward 30/6/25 > $353.80
Interest and/or Fines $9.75

Time for carrying out requirements:

N/A

Amount payable (if any):

$363.55 ($353.80 since paid)

22. *Local Nuisance and Litter Control Act 2016*

22.1 section 30 - Nuisance or litter abatement notice

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of notice:

Notice issued by:

Nature of requirements contained in notice:

Time for carrying out requirements:

23. *Metropolitan Adelaide Road Widening Plan Act 1972*

23.1 section 6 - Restriction on building work

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

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

Are there attachments?

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

Does the restriction apply to all of the land?

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

29. *Planning, Development and Infrastructure Act 2016*

29.1 Part 5 - Planning and Design Code

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

Is this item applicable? ☑

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

Are there attachments? YES

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

Refer to City of Mitcham Council Search, Plan SA Section 7 Report & Property Interest Report page 8

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

Zone: Established Neighbourhood (EN)

Overlays: Refer to City of Mitcham Council Search, Plan SA Section 7 Report

-Airport Building Heights (Regulated) (All structures over 45 metres)
-Advertising Near Signalised Intersections
-Building Near Airfields
-Character Area (MitC1)
-Key Railway Crossings
-Major Urban Transport Routes
-Prescribed Wells Area
-Regulated and Significant Tree
-Stormwater Management
-Traffic Generating Development
-Urban Tree Canopy

Is there a State heritage place on the land or is the land situated in a State heritage area?	NO
Is the land designated as a local heritage place?	NO
Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land?	NO
Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?	YES

Note - For further information about the Planning and Design Code *https://code.plan.sa.gov.au*.

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

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

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of authorisation:

Name of relevant authority that granted authorisation:

Condition(s) of authorisation:

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

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of notice:

Name of person giving notice of proposed work:

Building work proposed: (as stated in the notice)

Other building work as required pursuant to the Act:

29.4 section 140 - Notice requesting access

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of notice:

Name of person requesting access:

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

Activity of work to be carried out:

29.5 section 141 - Order to remove or perform work

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of order:

Terms of order:

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

Amount payable: (if any)

29.6 section 142 - Notice to complete development

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

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

Are there attachments?

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

Date of notice:

Requirements of notice:

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

Amount payable: (if any)

29.7 section 155 - Emergency order

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

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

Are there attachments?

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

Date of order:

Name of authorised officer who made order:

Name of authority that appointed the authorised officer:

Nature of order:

Amount payable: (if any)

29.8 section 157 - Fire safety notice

Is this item applicable? ☐

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

Are there attachments?

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

Date of notice:

Name of authority giving notice:

Requirements of notice:

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

Amount payable: (if any)

29.9 section 192 or 193 - Land management agreement

Is this item applicable? ☐

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

Are there attachments?

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

Date of agreement:

Names of parties:

Terms of agreement:

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

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date requirement given:

Name of body giving requirement:

Nature of requirement:

Contribution payable: (if any)

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

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of agreement:

Names of parties:

Terms of agreement:

Contribution payable: (if any)

29.12 Part 16 Division 1 - Proceedings

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of commencement of proceedings:

Date of determination or order: (if any)

Terms of determination or order: (if any)

29.13 section 213 - Enforcement notice

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date notice given:

Name of designated authority giving notice:

Nature of directions contained in notice:

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

Amount payable: (if any)

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

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date order made:

Name of court that made order:

Action number:

Names of parties:

Terms of order:

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

Particulars relating to a strata unit ☑

1 Name of strata corporation: Strata Corporation 485 Inc

Address of strata corporation: 141 Cross Road, WESTBOURNE PARK SA 5041

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 Strata Searches

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

Refer Strata Searches

(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 Strata Searches

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

Unit Entitlement: 82 Total Unit Entitlement: 1000

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

4 Documents supplied by the strata corporation that are enclosed:

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

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

YES

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

YES

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

YES

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

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

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: Adcorp Property Group Pty Ltd

Address: 231 Greenhill Road, Dulwich SA 5065

Note-

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

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

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

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

Schedule-Division 3-Community lots and strata units ☑

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

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

Governance

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

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

Use of your property

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

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

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

Are you buying a debt?

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

Expenses

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

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

Guarantee

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

Contracts

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

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

Buying off the plan

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

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 1 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 Advice Service with respect to conveyancers and the conveyancing process, see www.aicsa.com.au.

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

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

You can also seek advice from a legal practitioner.

ANNEXURES

~~* There are no documents annexed hereto~~

* The following documents are annexed hereto -

FORM R3 - Buyers Information Notice
FORM R7 - Warning Notice
CERTIFICATE OF TITLE
PROPERTY INTEREST REPORT
COUNCIL SEARCH
EMERGENCY SERVICES LEVY NOTICE
LAND TAX NOTICE
SA WATER CERTIFICATE OF CHARGES
RESIDENTIAL TENANCY AGREEMENT, RENEWAL(S) AND ASSIGNMENT OF LEASE
STRATA CORPORATION - Particulars supplied pursuant to Section 41 and enclosures and copy of articles
STRATA PLAN

ACKNOWLEDGEMENT OF RECEIPT

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

Dated this _____ Day of _____ 20____

Signature of purchaser(s)

Signature	Signature
Date	Date
Signature	Signature
Date	Date

*(*Strike out whichever is not applicable)*

Form R3

Land and Business (Sale and Conveyancing) Act 1994 (section 13A)
Land and Business (Sale and Conveyancing) Regulations 2025 (regulation 16)

Buyers information notice

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

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

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

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

Safety

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

Enjoyment

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

Value

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

For more information on these matters visit Consumer and Business Advice section on the following website: www.cbs.sa.gov.au.

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

Form R7

Land and Business (Sale and Conveyancing) Act 1994 (section 24B)
Land and Business (Sale and Conveyancing) Regulations 2025 (regulation 21)

Warning notice
Financial and investment advice

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

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

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

a) in the case of oral advice - immediately before giving the advice, give the person warning of the matters set out in this Form orally, prefaced by the words **"I am legally required to give you this warning"**; or

b) in the case of written advice - at the same time as giving the advice or as soon as reasonably practicable after giving the advice, give the person this Form, printed or typewritten in not smaller than 12-point type.

REAL PROPERTY ACT, 1886
South Australia

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

Certificate of Title - Volume 5046 Folio 460

Parent Title(s) CT 3795/80

Creating Dealing(s) CONVERTED TITLE

Title Issued 25/09/1991 **Edition** 5 **Edition Issued** 10/10/2025

Estate Type

FEE SIMPLE (UNIT)

Registered Proprietor

ALICE MARY ROSS SZUSTER
OF 2 BALKISSOCH ROAD TORRENS PARK SA 5062

Description of Land

UNIT 7 STRATA PLAN 485
IN THE AREA NAMED WESTBOURNE PARK
HUNDRED OF ADELAIDE

Easements

NIL

Schedule of Dealings

Dealing Number	Description
14632117	MORTGAGE TO MACQUARIE BANK LTD. (ACN: 008 583 542)

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 5046/460	**Reference No.**	2724116
Registered Proprietors	A M*SZUSTER	**Prepared**	27/10/2025 09:12
Address of Property	Unit 7, 141 CROSS ROAD, WESTBOURNE PARK, SA 5041		
Local Govt. Authority	CITY OF MITCHAM		
Local Govt. Address	GPO BOX 21 MITCHAM SHOP CEN TORRENS PARK SA 5062		

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 1967* (repealed) *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply

7. *Emergency Services Funding Act 1998*

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

8. *Environment Protection Act 1993*

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

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

9. *Fences Act 1975*

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

10. *Fire and Emergency Services Act 2005*

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

11. *Food Act 2001*

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

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

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

13. *Heritage Places Act 1993*

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

14. *Highways Act 1926*

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

15. *Housing Improvement Act 1940* (repealed)

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

16. *Housing Improvement Act 2016*

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

17. *Land Acquisition Act 1969*

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

18. *Landscape South Australia Act 2019*

18.1	section 72 - Notice to pay levy in respect of costs of regional landscape board	The regional landscape board has no record of any notice affecting this title
18.2	section 78 - Notice to pay levy in respect of right to take water or taking of water	DEW has no record of any notice affecting this title
18.3	section 99 - Notice to prepare an action plan for compliance with general statutory duty	The regional landscape board has no record of any notice affecting this title
18.4	section 107 - Notice to rectify effects of unauthorised activity	The regional landscape board has no record of any notice affecting this title 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 The Planning and Design Code (the Code) is a statutory instrument under the *Planning, Development and Infrastructure Act 2016* for the purposes of development assessment and related matters within South Australia. The Code contains the planning rules and policies that guide what can be developed in South Australia. Planning authorities use these planning rules to assess development applications. To search and view details of proposed statewide code amendments or code amendments within a local government area, please search the code amendment register on the SA Planning Portal: https://plan.sa.gov.au/have_your_say/code-amendments/code_amendment_register or phone PlanSA on 1800 752 664.
29.2	section 127 - Condition (that continues to apply) of a development authorisation *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.3	section 139 - Notice of proposed work and notice may require access	Contact the vendor for these details
29.4	section 140 - Notice requesting access	Contact the vendor for these details
29.5	section 141 - Order to remove or perform work	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.6	section 142 - Notice to complete development	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.7	section 155 - Emergency order	State Planning Commission in the Department for Housing and Urban Development

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

30. *Plant Health Act 2009*

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

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

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

32. *South Australian Public Health Act 2011*

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

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

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

34. *Water Industry Act 2012*

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

35. *Water Resources Act 1997* (repealed)

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

36. Other charges

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

Other Particulars

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

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

Additional Information

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

1.	Pipeline Authority of S.A. Easement	Epic Energy has no record of a Pipeline Authority Easement relating to this title
2.	State Planning Commission refusal	No recorded State Planning Commission refusal
3.	SA Power Networks	SA Power Networks has no interest other than that recorded on the attached notice or registered on the Certificate of Title
4.	South East Australia Gas Pty Ltd	SEA Gas has no current record of a high pressure gas transmission pipeline traversing this property
5.	Central Irrigation Trust	Central Irrigation Trust has no current records of any infrastructure or Water Delivery Rights associated to this title.
6.	ElectraNet Transmission Services	ElectraNet has no current record of a high voltage transmission line traversing this property
7.	Outback Communities Authority	Outback Communities Authority has no record affecting this title
8.	Dog Fence *(Dog Fence Act 1946)*	This title falls outside the Dog Fence rateable area. Accordingly, the Dog Fence Board holds no current interest in relation to Dog Fence rates.
9.	Pastoral Board *(Pastoral Land Management and Conservation Act 1989)*	The Pastoral Board has no current interest in this title
10.	Heritage Branch DEW *(Heritage Places Act 1993)*	Heritage Branch in DEW has no record of any World, Commonwealth or National Heritage interest affecting this title
11.	Health Protection Programs – Department for Health and Wellbeing	Health Protection Programs in the DHW has no record of a public health issue that currently applies to this title.

Notices

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

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

Building restrictions

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

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

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

Statutory easements

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

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

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

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

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

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

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

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

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

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

Information should be obtained from:

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

Landscape South Australia 2019

Water Resources Management - Taking of underground water

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

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

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

Product	Check Search
Date/Time	27/10/2025 09:12AM
Customer Reference	226987
Order ID	20251027000745

Certificate of Title

Title Reference: CT 5046/460

Status: CURRENT

Edition: 5

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Status
07/10/2025	10/10/2025	14632116	DISCHARGE OF MORTGAGE	REGISTERED
07/10/2025	10/10/2025	14632117	MORTGAGE	REGISTERED

Data Available - Dealings completed since 29/07/2025 and unregistered Dealings

Priority Notices

NIL

Registrar-General's Notes

No Registrar-General's Notes exist for this title

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Certificate of Title

Title Reference	CT 5046/460
Status	CURRENT
Easement	NO
Owner Number	16579088
Address for Notices	7/141 CROSS RD WESTBOURNE PARK 5041
Area	NOT AVAILABLE

Estate Type

Fee Simple (Unit)

Registered Proprietor

ALICE MARY ROSS SZUSTER
OF 2 BALKISSOCH ROAD TORRENS PARK SA 5062

Description of Land

UNIT 7 STRATA PLAN 485
IN THE AREA NAMED WESTBOURNE PARK
HUNDRED OF ADELAIDE

Last Sale Details

Dealing Reference	TRANSFER (T) 12231648
Dealing Date	17/11/2014
Sale Price	$208,000
Sale Type	TRANSFER FOR FULL MONETARY CONSIDERATION

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
MORTGAGE	14632117	MACQUARIE BANK LTD. (ACN: 008 583 542)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
0803856435	CURRENT	Unit 7, 141 CROSS ROAD, WESTBOURNE PARK, SA 5041

Notations

Dealings Affecting Title

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NIL

Notations on Plan

NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	0803856435
Type	Site & Capital Value
Date of Valuation	01/01/2025
Status	CURRENT
Operative From	01/07/1972
Property Location	Unit 7, 141 CROSS ROAD, WESTBOURNE PARK, SA 5041
Local Government	MITCHAM
Owner Names	ALICE MARY ROSS SZUSTER
Owner Number	16579088
Address for Notices	7/141 CROSS RD WESTBOURNE PARK 5041
Zone / Subzone	EN - Established Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1320 - Ground Floor Home Unit In A Multi-Storey Block
Description	4H/UNIT CP
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
S485 UNIT 7	CT 5046/460

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	$108,000	$395,000			
Previous	$98,000	$315,000			

Building Details

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Valuation Number	0803856435
Building Style	Conventional
Year Built	1972
Building Condition	Basic
Wall Construction	Brick
Roof Construction	Tiled (Terra Cotta or Cement)
Equivalent Main Area	67 sqm
Number of Main Rooms	4

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

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CITY OF MITCHAM

131 Belair Road Torrens Park SA 5062
PO Box 21 Mitcham Shopping Centre SA 5062
Telephone 1300 133 466
Email mitcham@mitchamcouncil.sa.gov.au
Web site http://www.mitchamcouncil.sa.gov.au

We refer to your request and now attach particulars and documentary material which Council must supply pursuant to the provisions of the Local Government Act and the Land Business (Sale and Conveyancing) Act 1994.

Land and Business (Sale and Conveyancing) Act Section 7 Statement Prescribed Encumbrances for 7/141 Cross Road WESTBOURNE PARK SA 5041			
Applicant	Form 1 Adelaide Pty Ltd PO Box 544 BLACKWOOD SA 5051		
Certificate Number	CERT1705/25	Date received	27/10/2025
Property Address	7/141 Cross Road WESTBOURNE PARK SA 5041		
Property Description	LOT 7 TYP SP SEC 75 PLN 485 C/T 5046/460		
Property ID	6457	Parcel number	parcel number

Schedule – Division 1 – Particulars of Prescribed Encumbrances affecting the land at 7/141 Cross Road WESTBOURNE PARK SA 5041	
Development Act 1993	
Part 3 - Development Plan	
Title or other brief description of zone or policy area in which the land is situated (as shown in the Development Plan):	Established Neighbourhood (EN)
Is the land situated in a designated State Heritage Area?	NO
Is the land designated as a place of local heritage value?	NO
Is there a current Development Plan Amendment released for public consultation by a council on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?	NIL
If YES, state the name of the council:	NIL

Land and Business (Sale and Conveyancing) Act Section 7 Statement Prescribed Encumbrances for 7/141 Cross Road WESTBOURNE PARK SA 5041	
Is there a current Development Plan Amendment released for public consultation by the Minister on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?	Current and previous Minister-initiated Development Plan Amendments can be accessed via the SA Government Portal at: https://plan.sa.gov.au/resources/resources_library/development_plans/minister-initiated_development_plan_amendments For any queries regarding current or previous Minister-initiated Development Plan Amendments, please see the contact details provided in the above link.
Section 42 - Condition (that continues to apply) of a development authorisation List relevant development applications	080/0914/00
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	Established Neighbourhood (EN)
Is the land situated in a designated State Heritage Place?	NO
Is the land designated as a place of local heritage value?	NO
Is there a tree or a stand of trees declared in Part 10 of the Planning and Design Code to be significant tree or trees on the land?	NO
Is there a current amendment to the Planning and Design Code released for public consultation by the State Planning Commission on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operations?	YES https://plan.sa.gov.au/have_your_say/code-amendments/on-consultation
Section 127 – Condition (that continues to apply) of a development authorisation Copies of Decision Notification Forms can be downloaded from the PlanSA website – Development application register | PlanSA	Refer to the PlanSA Data Extract
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)	
Refer to note in section 33 (Further Information Held By Councils)	
Development Act 1993	
Section 50(1)—Requirement to vest land in a council or the Crown to be held as open space	NIL
Section 50(2)—Agreement to vest land in a council or the Crown to be held as open space	NIL
Section 55—Order to remove or perform work	NIL
Section 56—Notice to complete development	NIL
Section 57—Land management agreement	NIL

Land and Business (Sale and Conveyancing) Act Section 7 Statement Prescribed Encumbrances for 7/141 Cross Road WESTBOURNE PARK SA 5041	
Section 60 – Notice of intention by building owner	If applicable Notice of Intention by building owner will be contained in the Conditions on attached Decision Notification forms.
Section 69—Emergency order	NIL
Section 71—Fire safety notice	NIL
Section 84—Enforcement notice	NIL
Section 85(6), 85(10) or 106—Enforcement order	NIL
Part 11 Division 2—Proceedings	NIL
Planning and Development Act 1966	080/1118/7071
Building Act 1971	NIL
Planning Act 1982	NIL
Court Order	NIL
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	NIL
Food Act 2001	
Section 44—Improvement notice	NIL
Section 46—Prohibition order	NIL
Housing Improvement Act 1940	
Section 23 —declaration that house is undesirable or unfit for human habitation	NIL
Land Acquisitions Act 1969	
Section 10 Notice of intention to acquire	Refer to Land Services – Certificate of Title
Local Government Act 1934	
Notice, order, declaration, charge, claim or demand given or made under the Act	NIL
Local Government Act 1999	
Notice, order, declaration, charge, claim or demand given or made under the Act	NIL
Local Nuisance and Litter Control Act 2016	
Section 30 – Nuisance or litter abatement notice	NIL
Planning, Development and Infrastructure Act 2016	
Section 141 – Orders to remove or perform work	NIL
Section 142 – Notice to complete development	NIL
Emergency Order	NIL
Section 157 – Fire Safety Notice	NIL
Section 192 or 193 – Land management agreement	NIL
Section 198(1) – Requirements to vest in a council or the crown to be held as open space	NIL
Section 198(2) – Agreement to vest land in a council or Crown to be held as open space	NIL
Part 16 Division 1 Proceedings	NIL
Section 213 – Enforcement notice	NIL
Section 214(6), 214(10) – Applications to Court	NIL
Section 222 – Enforcement order to rectify breach	NIL
Public and Environmental Health Act 1987 (Repealed)	
Part 3—Notice	NIL

Land and Business (Sale and Conveyancing) Act Section 7 Statement Prescribed Encumbrances for 7/141 Cross Road WESTBOURNE PARK SA 5041	
Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2 - Condition (that continues to apply) of an approval	NIL
Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19 - Maintenance order (that has not been complied with)	NIL
South Australian Public Health Act 2011	
section 66—Direction or requirement to avert spread of disease	NIL
section 92-Notice	NIL
South Australian Public Health (Wastewater) Regulations 2013 Part 4-Condition (that continues to apply) of an approval	NIL
Water Industry Act 2012	
Notice or order under the Act requiring payment of charges or other amounts or making other requirement	NIL
33 Other Charges	
Charges of any kind affecting the land (not included in another item)	NIL
Schedule – division 2 – other particulars	
Particulars of Building Indemnity Insurance	NIL
Further information held by Councils	NIL
Does the council hold details of any development approvals relating to:	
(a) Commercial or industrial activity at the land; or	NO
(b) A change in the use of the land or part the land (within the meaning of the Development Act 1993)?	NO

Note—

The questions (a) and (b) relate 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 (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—

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.

27 October 2025

CERTIFIED **DATE**

27 October 2025

Form 1 Adelaide Pty Ltd
PO Box 544
BLACKWOOD SA 5051

CITY OF MITCHAM

LOCAL GOVERNMENT SECTION 187 CERTIFICATE

Certificate No: **CERT1705/25** Receipt No:
Previous Cert No:

Reference No: **64575**
Valuer General No: **0803856435**
Property Description: **LOT 7 TYP SP SEC 75 PLN 485 C/T 5046/460**
Property Address: **7/141 Cross Road WESTBOURNE PARK SA 5041**
Owner: **Alice M R Szuster**

Pursuant to Section 187 of the Local Government Act 1999 I certify that the following amounts are due and payable in respect of, and are a charge against the property described above:

General Rate/Water Catchment Levy:	Total
General Rate	$1,444.00
Natural Resources Management Levy	$26.70
Less 12.5% Capping (If applicable)	$0.00
<Rates for the current year 2025/2026>	$1,470.70
<Balance Brought Forward 30/6>	$353.80
Interest and/or Fines	$9.75
Less Payments Received	$-353.80
<Debtor: Monies outstanding in addition to Rates>	$0.00
<TOTAL BALANCE OUTSTANDING>	$1,480.45

Please be advised: A fine of **2%** will be added to any current amount not paid by the due date. Interest is calculated monthly on arrears. Four quarterly instalments fall due on 15/09/25, 15/12/25 15/3/26 and 15/6/26.

If you wish to pay Council Rates settlements by BPay please use the BPay biller code 3186 and the reference number shown on this certificate.

UPDATES OF RATING INFORMATION CAN BE PROVIDED BY TELEPHONE
The Rates team may be contacted for a free Section 187 update by calling (08) 8372 8844 or by emailing rates@mitchamcouncil.sa.gov.au with the property address and certificate number. Free updates for the same financial year will be provided for up to 6 months from the date of the original search.

Authorised by the City of Mitcham

Street Address:
131 Belair Road
Torrens Park SA 5062

Postal Address:
PO Box 21
Mitcham Shopping Centre
Torrens Park SA 5062

Phone: 1300 133 466
www.mitchamcouncil.sa.gov.au

Document Set ID: 8503625
Version: 1, Version Date: 27/10/2025

CITY OF MITCHAM

Date

Refer enquiries to

1 Cashel Street
Pasadena
South Australia 5042

Postal Address
PO Box 21
Mitcham Shopping Centre
Torrens Park SA 5062

Telephone (08) 8372 8888
Facsimile (08) 8372 8101

Email:
mitcham@camtech.net.au

Web Site:
http://www.mitchamcouncil.sa.gov.au

DEVELOPMENT ACT 1993
DECISION NOTIFICATION FORM
Schedule 11, Regulation 42

Development Application Dated: 18/07/2000
Registered On: 18/07/2000

Development Application Number 080/914/2000

To: Gemini Management Services
5 Milner Street
HINDMARSH SA 5007

Location Of Proposed Development: **1/141 Cross Road Westbourne Park**

Nature of Proposed Development: **PRUNE A TREE**

Building Classification Assigned: **MISC**

In respect of this development you are informed that:

Nature of Decision	Consent Granted	No. of Conditions	Consent Refused	Applicable Yes/No
Provisional Development Plan consent	GRANTED	1		YES
Provisional Building Rules consent	N/A	N/A		N/A
Land Division	-	-		n/a
Land Division (Strata)	-	-		n/a
Public Space	-	-		n/a
Other	-	-		n/a
DEVELOPMENT APPROVAL	GRANTED	1		YES

0 Representation(s) from third parties concerning your category 1 proposal were received.

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

No work can commence on this development unless a Development Approval has been obtained. If one or more consents have been granted on this Notification Form, you must not start any site works or building work or change the use of the land until you have also received notification of a Development Approval.

.....
City Manager / Delegate

Date of Decision: 10/08/2000

PLEASE READ THE INFORMATION ATTACHED TO THIS FORM

JM:R:\AUTHDOC\DD\080\FROM000\080-2000-00000914-001\0001APPROV.Doc

Document Set ID: 3191686
Version: 1, Version Date: 21/04/2015

The following conditions apply to this application:-

1. The proposal shall be developed in accordance with the plans and details relating to Development Application Number 080/914/2000.

   Reason: *To ensure the proposal is established in accordance with the plans submitted.*

Signed: .....

Date of Decision: 10/08/2000

JM:R:\AUTHDOC\DD\080\FROM000\080-2000-00000914-001\0001APPROV.Doc

Document Set ID: 3191686
Version: 1, Version Date: 21/04/2015

The Corporation of The City of Mitcham

MUNICIPAL OFFICES, TORRENS PARK, 11th Feb 19 71.

To Mr. A. G. Tyson,

11 Balfour Road, Street

SPRINGFIELD. 5062

Your Plan (No. 1118) of Twelve brick flats & carports

proposed to be erected on Allotment No. Section No.

141 Cross Road Street H/WP Ward, was approved

by the Corporation of The City of Mitcham in terms of The Building and Health Acts on the

8th February, 1971 and subject to ----

Building Surveyor Town Clerk and Secretary
Local Board of Health

DUPLICATE

Document Set ID: 3218351
Version: 1, Version Date: 22/04/2015

Data Extract for Section 7 search purposes

Valuation ID 0803856435

Data Extract Date: 27/10/2025

Important Information

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

Parcel ID: S485 UN7

Certificate Title: CT5046/460

Property Address: UNIT 7 141 CROSS RD WESTBOURNE PARK SA 5041

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.

Advertising Near Signalised Intersections

The Advertising Near Signalised Intersections Overlay seeks to ensure advertising near signalised intersections does not pose an unacceptable risk to pedestrian or road safety.

Building Near Airfields

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

Character Area (MitC1)

The Character Area Overlay aims to reinforce valued streetscape characteristics through contextually responsive development, design and adaptive reuse that responds to the attributes expressed in the Character Area Statement.

Key Railway Crossings

The Key Railway Crossings Overlay seeks to ensure safe, efficient and uninterrupted operation of key railway crossings.

Major Urban Transport Routes

The Major Urban Transport Routes Overlay seeks to ensure safe and efficient vehicle movement and access along major urban transport routes.

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.

Traffic Generating Development

The Traffic Generating Development Overlay aims to ensure safe and efficient vehicle movement and access along urban transport routes and major urban transport routes.

Urban Tree Canopy

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

Is the land situated in a State Heritage Place/Area

No

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

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

Is the land designated as a Local Heritage Place

No

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

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

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

(Council input required)

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

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

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

Associated Development Authorisation Information

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

No

Land Management Agreement (LMA)

No

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 865
Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

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

PIR Reference No: 2724116

DATE OF ISSUE
06/11/2025

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

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

OWNERSHIP NUMBER	OWNERSHIP NAME
16579088	A M SZUSTER

PROPERTY DESCRIPTION

7 / 141 CROSS RD / WESTBOURNE PARK SA 5041 / UNIT 7

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R4	RE
0803856435	CT 5046/460	$395,000.00	1.000	0.400

LEVY DETAILS:

FINANCIAL YEAR
2025-2026

FIXED CHARGE	**$**	50.00
+ VARIABLE CHARGE	**$**	133.65
- REMISSION	**$**	80.45
- CONCESSION	**$**	0.00
+ ARREARS / - PAYMENTS	**$**	345.56
= AMOUNT PAYABLE	**$**	448.76

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

EXPIRY DATE **25/01/2026**

Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

PAYMENT REMITTANCE ADVICE

OWNERSHIP NUMBER
16579088

OWNERSHIP NAME
A M SZUSTER

ASSESSMENT NUMBER
0803856435

AMOUNT PAYABLE
$448.76

AGENT NUMBER
100019894

AGENT NAME
FORM ONE ADELAIDE PTY LTD

EXPIRY DATE
25/01/2026

+70108302190022> +001571+ <0550602246> <0000044876> +444+

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

Biller Code: 456285 **Ref: 7010830219** Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au ® Registered to BPAY Pty Ltd ABN 69 079 137 518	**To pay via the internet go to:** www.revenuesaonline.sa.gov.au	Send your cheque or money order, made payable to the **Community Emergency Services Fund**, along with this **Payment Remittance Advice** to: **Please refer below.** **Revenue SA** **Locked Bag 555** **ADELAIDE SA 5001**

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

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE
ABN 19 040 349 865
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

This form is a statement of land tax payable pursuant to Section 23 of the *Land Tax Act 1936*. The details shown are current as at the date of issue.

PIR Reference No: 2724116

DATE OF ISSUE
06/11/2025

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

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

OWNERSHIP NAME
A M SZUSTER

FINANCIAL YEAR
2025-2026

PROPERTY DESCRIPTION
7 / 141 CROSS RD / WESTBOURNE PARK SA 5041 / UNIT 7

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
0803856435	CT 5046/460	$108,000.00	0.0000 HA

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

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

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

ON OR BEFORE **25/01/2026**

Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

Biller Code: 456293 **Ref: 7010830326** Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au ® Registered to BPAY Pty Ltd ABN 69 079 137 518	**To pay via the internet go to:** www.revenuesaonline.sa.gov.au	Send your cheque or money order, made payable to the **Commissioner of State Taxation**, along with this **Payment Remittance Advice** to: **Please refer below.** **Revenue SA** **Locked Bag 555** **ADELAIDE SA 5001**

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

SA Water

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
08 03856 43 5	CT5046460	27/10/2025	7745	2724116

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

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: AMR SZUSTER
Location: U7 141 CROSS RD WESTBOURNE PARK UNIT 7
Description: 4H/UNIT C P **Capital Value:** $ 395 000
Rating: Residential

Periodic charges

Raised in current years to 30/9/2025

				$
		Arrears as at: 30/6/2025	:	0.00
Water main available:	1/7/1972	Water rates	:	82.30
Sewer main available:	1/7/1972	Sewer rates	:	94.00
		Water use	:	60.63
		SA Govt concession	:	0.00
		Recycled Water Use	:	0.00
		Service Rent	:	0.00
		Recycled Service Rent	:	0.00
		Other charges	:	0.00
		Goods and Services Tax	:	0.00
		Amount paid	:	236.93CR
		Balance outstanding	:	0.00

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

Next quarterly charges: Water supply: 82.30 Sewer: 94.00 Bill: 12/11/2025

This account has no meter of its own but is supplied from account no 08 03856 09 9.

The Water Use apportionment option is Uneven.

The apportionment percentage for this account is 8.20%.

From 1/7/2015, Save the River Murray Levy charges no longer apply.

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

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

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

South Australian Water Corporation

Name:
AMR SZUSTER

Water & Sewer Account
Acct. No.: **08 03856 43 5**

Amount: _____

Address:
U7 141 CROSS RD WESTBOURNE PARK
UNIT 7

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	0803856435

Biller code: 8888
Ref: 0803856435

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: 0803856435

Assignment of Lease

klemich property management

Details

Assignment Date: 28 / 05 / 2025

Residential Tenancy Agreement Start Date: 15 / 12 / 2023 Expiry Date: 14 / 12 / 2025

Rent amount ($) $430 per week

To be paid per ☐ week ☑ fortnight ☐ calendar month

Premises

Street: UNIT 7 / 141 CROSS ROAD

Suburb: WESTBOURNE PARK State: SA Postcode: 5041

Landlord(s)

Full name or Company name: Alice Szuster

ABN/ACN (if applicable):

Address: PO Box 357

Mylor State: SA Postcode: 5153

Full name or Company name:

ABN/ACN (if applicable):

Address:

State: Postcode:

Tenant(s)

Full name of **Tenant 1**: Anjela Shahi

Phone number: ********* Email: anjela_2050@hotmail.com

☐ tenant 1 will remain a tenant listed in the Residential Tenancy Agreement; **OR**

☑ tenant 1 will be vacating the premises under the terms of this Agreement (referred to as **Assignor**)

Full name of **Tenant 2**: Shayaz Tamang

Phone number: ********* Email: shayaz.t@gmail.com

☐ tenant 2 will remain a tenant listed in the Residential Tenancy Agreement; **OR**

☑ tenant 2 will be vacating the premises under the terms of this Agreement (referred to as **Assignor**)

Full name of **Tenant 3**:

Phone number: Email:

☐ tenant 3 will remain a tenant listed in the Residential Tenancy Agreement; **OR**

☐ tenant 3 will be vacating the premises under the terms of this Agreement (referred to as **Assignor**)

Full name of **Tenant 4**:

Phone number: Email:

☐ tenant 4 will remain a tenant listed in the Residential Tenancy Agreement; **OR**

☐ tenant 4 will be vacating the premises under the terms of this Agreement (referred to as **Assignor**)

Incoming Tenant(s) (referred to as **Assignee**)

Full name of **Assignee 1**: Srikanth Maddineni Phone: *********

Email for service of notices or documents: maddineni.srikanth888@gmail.com

Full name of **Assignee 2**: Sindusha Bollipalli Phone: *********

Email for service of notices or documents: bollipallisindusha@gmail.com

Full name of **Assignee 3**: Phone:

Email for service of notices or documents:

Full name of **Assignee 4**: Phone:

Email for service of notices or documents:

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Assignment of Lease

Terms of Assignment

1. Definitions and Interpretation

1.1 In this form:

(a) Assignment Date means the date specified on the first page of this Agreement;

(b) Agreement means this form, including any schedule or annexure to it;

(c) Act means the *Residential Tenancies Act 1995*; and

(d) Residential Tenancy Agreement means the residential tenancy agreement for the Premises made between the Landlord(s) and the Assignor(s).

1.2 Interpretation

(a) Reference to:

(i) one gender includes the others;

(ii) the singular includes the plural and the plural includes the singular;

(iii) a person includes a body corporate;

(iv) a party includes that party's executors, administrators, successors and permitted assigns;

(v) a thing includes the whole and each part of it separately;

(vi) a statute, regulation, code or other law or a provision of any of them includes:

(A) any amendment or replacement of it; and

(B) another regulation or other statutory instrument made under it, or made under it as amended or replaced;

(b) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;

(c) Headings and any table of contents or index are for convenience only and do not form part of this Agreement or affect its interpretation;

(d) A provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Agreement or the inclusion of the provision in the Agreement; and

(e) If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.

1.3 Parties

(a) If a party consists of more than 1 person, this Agreement binds each of them separately and any 2 or more of them jointly.

(b) An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.

2. Assignment

2.1 The parties agree, pursuant to the rights, duties and obligations set out in the Act and the Residential Tenancy Agreement and in consideration of the Assignee continuing to comply with the Residential Tenancy Agreement, that:

(a) the Assignor assigns all rights and obligations under the Residential Tenancy Agreement to the Assignee (Assignment);

(b) the Assignee accepts all of the rights and obligations under the Residential Tenancy Agreement;

(c) the Landlord hereby provides written consent to the Assignment on the terms and conditions contained in this Agreement; and

(d) on and from the Assignment Date the Residential Tenancy Agreement and the Act will continue to apply to the Assignee in the same manner as they applied to the Assignor.

3. Covenants

3.1 The Assignor:

(a) warrants that there is no default under the Residential Tenancy Agreement up to the Assignment Date;

(b) is responsible for and indemnifies the Assignee against all cost, loss, damage or expense arising out of any default under the Residential Tenancy Agreement up to the Assignment Date; and

(c) will do all things necessary to effect a refund, transfer or payment (as applicable) of any bond in accordance with the Act.

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Assignment of Lease

3.2 The Assignee:

(a) acknowledges that it has received and consents to the Residential Tenancy Agreement;

(b) must pay to the Landlord all rent and other amounts payable under the Residential Tenancy Agreement on and from the Assignment Date;

(c) must do all things necessary to effect transfer or payment (as applicable) of any bond payable under the Residential Tenancy Agreement in accordance with with the Act;

(d) must perform all obligations imposed upon the Tenant under the Residential Tenancy Agreement on and from the Assignment Date; and

(e) indemnifies the Assignor against loss or damage from claims for default under the Residential Tenancy Agreement on and from the Assignment Date.

4. Privacy

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

(a) 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;

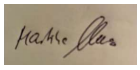
(b) to keep on its database for future marketing and sales campaigns or similar (including where the Landlord is not marketing or selling a property);

5. Electronic Communication

5.1 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.

Execution

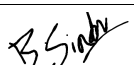
Landlord/Landlord(s) Agent

 Signature	Signature
Martina Claus Full name	Full name
08/05/2025 Date	Date

Tenant(s)

 Signature	 Signature
Anjela Shahi Full name	Shayaz Tamang Full name
07/05/2025 Date	07/05/2025 Date
Signature	Signature
Full name	Full name
Date	Date

Assignee(s):

 Signature	 Signature
Sindusha Bollipalli Full name	Srikanth Maddineni Full name
08/05/2025 Date	08/05/2025 Date
Signature	Signature
Full name	Full name
Date	Date

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Forms Live Sign
Page: 31 / 60
a9f4d3f7-b28c-4ae0-8c01-027a5d9356c3
023, 2:43PM
e0b0ebb4c41

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

klemich property management REISA

Information to be provided by landlords to tenants

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

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

2. **LANDLORD 1:** Full Name: Alice Szuster
   Address for service of documents for Landlord 1 (cannot be Agent's address for service):
   Street 1: P.O.BOX 357
   Street 2:
   Suburb: Mylor State: SA Postcode: 5153
   ABN (if applicable):

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

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

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

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

INITIALS
Initials not required if using electronic signature

APPROVED BY THE REAL ESTATE INSTITUTE OF SOUTH AUSTRALIA FOR THE EXCLUSIVE USE OF REISA MEMBERS © REISA 2021

Residential Tenancy Agreement: Schedule

klemich property management REISA

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

1. **AGENT:** Company Name/Legal Entity: Klemich Property Management Pty Ltd
Company Representative: Martina Claus
ABN (if applicable): 27 644 615 798 RLA No: 307834
Street 1: 1/245 Fullarton Rd
Street 2:
Suburb: EASTWOOD State: SA Postcode: 5063
Telephone: W: 0400 155 596 M: 0400155596
Email: martina@klemich.com.au
☑ The Agent consents to the above email address being used for the purposes of service under the *Residential Tenancies Act 1995*.

2. **LANDLORD 1:** Full Name: Alice Szuster
Address for service of documents for Landlord 1 (cannot be Agent's address for service):
Street 1: P.O.BOX 357
Street 2:
Suburb: Mylor State: SA Postcode: 5153
ABN (if applicable):

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

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

3. **TENANT 1:** Full Name: Anjela Shahi Telephone: 0402 609 927
Email address for service of documents: anjela_2050@hotmail.com
TENANT 2: Full Name: Shayaz Tamang Telephone:
Email address for service of documents: shayaz.t@gmail.com
TENANT 3: Full Name: Telephone:
Email address for service of documents:
TENANT 4: Full Name: Telephone:
Email address for service of documents:
Are there additional Tenants? ☐ Yes If yes, refer to Annexure - Additional Tenants

4. **PREMISES**
Street 1: 7/141 Cross Rd
Street 2:
Suburb: Westbourne Park State: SA Postcode: 5041

5. **TERM**
☑ Fixed: Commencement Date: 15 / 12 / 2023 End Date: 14 / 12 / 2024
☐ Periodic: Commencement Date: / / and continues until terminated in accordance with this Agreement

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Residential Tenancy Agreement: Schedule

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6. RENT

Amount: Words: four hundred dollars $ 400.00

Per (period): week

Payable in advance: ☐ Weekly ☑ Fortnightly ☐ Calendar monthly

Payments: First Payment of $ 800.00 on 15 / 12 / 2023 with the

next payment of $ 800.00 on 29 / 12 / 2023

and thereafter: $ 800.00 on the Friday of each fortnight

Payment Method: ☑ Internet Transfer ☐ BPAY ☐ Other please always use reference code 100118

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

7. BOND

Words: one thousand six hundred dollars $ 1600.00

8. OUTGOINGS (Clause 3.1.3)

☑ All water usage costs adjusted for the period of tenancy

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

☑ All water supply charges adjusted for the period of tenancy

☐ No charge for water

☐ Other *(specify)*

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

Service	Apportionment
SA Water	usage is group share = divided by numbers of units in building

9. INSURANCE (Clause 3.1.13)

Responsibility for insurance of the premises ☑ Landlord

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

10. EXCLUSION OF ANY PART OF PROPERTY

Parts of property not included in this agreement:

11. PETS APPROVED

☑ No

☐ Yes - Refer to Annexure - Pet Agreement

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000002912018

Residential Tenancy Agreement: Schedule

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12. REPAIR INSTRUCTIONS

☑ Always contact Agent

☐ Nominated contact

Contact 1:

Name: Telephone:

Contact 2:

Name: Telephone:

13. ADDITIONAL CONDITIONS

☑ N/A ☐ As detailed below ☐ See annexure

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Residential Tenancy Agreement: Terms and Conditions

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1. AGREEMENT

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

2. DEFINITIONS AND INTERPRETATION

In this Agreement, unless a contrary intention appears:

2.1 "Act" means the *Residential Tenancies Act 1995*;
2.2 "Agent" means the person or organisation specified in Item 1 of the Schedule;
2.3 "Ancillary Property" means the property identified or specified in the Inspection Sheet;
2.4 "Bond" means the amount specified in Item 7 of the Schedule;
2.5 "Landlord" means the person or organisation specified in Item 2 of the Schedule;
2.6 "Premises" means the premises the subject of this Agreement specified in Item 4 of the Schedule;
2.7 "Property" means the Premises and the Ancillary Property (if any);
2.8 "Rent" means the amount specified in Item 6 of the Schedule and/or as varied in accordance with this Agreement;
2.9 "Tenant" means the person or organisation specified in Item 3 of the Schedule;
2.10 "Term" means the period this Agreement remains in force specified in Item 5 of the Schedule.

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

3. TENANT'S RIGHTS AND OBLIGATIONS

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

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

3.1.2 pay the Bond to the Agent;

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

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

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

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

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

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

3.1.9 use the Premises solely as a place of residence;

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

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

3.1.12 where the Property includes a swimming pool or spa:

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

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

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

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

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

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

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

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

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Residential Tenancy Agreement: Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.2.15 allow any person other than the intended occupants notified to the Landlord prior to the commencement of this Agreement to remain on the Property for more than fourteen (14) days;

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

3.2.17 cause or permit smoking within the Premises.

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

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

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

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

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

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

4. LANDLORD'S RIGHTS AND OBLIGATIONS

4.1 Subject to the Act, the Landlord must:

4.1.1 provide the Property in a reasonable state of cleanliness;

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

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

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

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

4.2 The Landlord must not:

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

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

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

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Residential Tenancy Agreement: Terms and Conditions

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

4.4.1 the rent will be increased to $ [ ] per [ ] on [ ] / [ ] / [ ] ;

and to $ [ ] per [ ] on [ ] / [ ] / [ ] ; or

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

[ ]

5. TERMINATION AND HOLDING OVER

The Landlord and Tenant agree:

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

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

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

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

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

6. *PRIVACY ACT 1988*

6.1 The parties agree and acknowledge that the Agent uses personal information collected from the Landlord and Tenant to act as the Landlord's agent and to perform their obligations under this Agreement. The Agent may also use such information collected to promote the services of the Agent and/or seek potential clients.

6.2 The Agent may disclose information to other parties including media organisations, on the internet, to potential tenants, or to clients of the Agent both existing and potential, as well as to tradespeople, owners, corporations, government and statutory bodies, other agents, and to third party operators of tenancy reference databases. By entering into this Agreement the Tenant acknowledges that if they fail to comply with their obligations under this Agreement that fact and any other relevant information collected about the Tenant during the course of the tenancy may also be disclosed to other agents and third party operators of tenancy reference databases.

6.3 The Agent will only disclose information in this way to other parties as required to perform their duties under this Agreement, to achieve the purposes specified above or as otherwise allowed under the *Privacy Act 1988*.

6.4 If the Tenant would like to access this information, they can do so by contacting the Agent at the address and contact numbers contained in this Agreement. The Tenant can also correct this information if it is inaccurate, incomplete or out-of-date.

7. ELECTRONIC COMMUNICATION

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

8. ADDITIONAL CONDITIONS

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

9. GENERAL

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

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

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Residential Tenancy Agreement: Execution Page

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EXECUTED AS AN AGREEMENT

The Tenant(s) acknowledge receipt of:

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

Signed by Tenant 1 _____ Date: 11/12/2023
Tenant Name: Anjela Shahi

Signed by Tenant 2 _____ Date: 11/12/2023
Tenant Name: Shayaz Tamang

Signed by Tenant 3 _____ Date:
Tenant Name:

Signed by Tenant 4 _____ Date:
Tenant Name:

Signed by or on behalf of Landlord _____ Date: 12/12/2023
- [x] Agent as authorised
- [ ] Landlord

Note:

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

NOTE: ALL PARTIES SHOULD INITIAL ALL PAGES

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REISA

NOTICE TO TENANT OF LEASE EXTENSION

(DO NOT USE THIS FORM FOR PERIODIC OR SHORT FIXED TERM TENANCIES)

To

Tenant 1: Anjela Shahi Tenant 2: Shayaz Tamang

Tenant 3: Tenant 4:

Tenant 5: Tenant 6:

Tenant 7: Tenant 8:

(insert name of tenant(s))

Address of rented premises:

Street 1: 7/141 Cross Rd

Street 2:

Suburb: Westbourne Park State: SA Postcode: 5041

I give you notice that your current lease expires on 14 / 12 / 2024
(insert date)

Your current rent is $ 400 per week
(insert amount) *(insert rental period eg fortnight, calendar month)*

I wish to offer you an extension of your lease for a further 12 months ~~weeks~~
(Strike out whichever is not appropriate)

The lease extension will expire on 14 / 12 / 2025 The rent will / ~~will not~~ be increased / ~~will be decreased~~.
(insert date) *(Strike out whichever is not applicable)*

The new rent will be $ 430 per week with the first payment due on 14 / 12 / 2024
(insert amount) *(insert rental period eg fortnight, calendar month)* *(insert date)*

The Terms of your lease are varied as follows and if not varied then remain the same:

☑ N/A ☐ As detailed below ☐ See annexure

Please sign and return this Notice to your Agent by 14 / 11 / 2024 if you wish to accept.

The Tenants expressly consent to the collection and use of the Personal Information and content in accordance with the REISA privacy policy at www.reisa.com.au.

PLEASE NOTE:

- If you wish to vacate at the end of the fixed term you must give your landlord at least 28 days written notice (Form 17) to end the fixed term agreement.

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REISA

NOTICE TO TENANT OF LEASE EXTENSION

(DO NOT USE THIS FORM FOR PERIODIC OR SHORT FIXED TERM TENANCIES)

Signed by Tenant 1 — Date: 12/10/2024

Tenant Name: Anjela Shahi

Signed by Tenant 2 — Date: 12/10/2024

Tenant Name: Shayaz Tamang

Signed by Tenant 3 — Date:

Tenant Name:

Signed by Tenant 4 — Date:

Tenant Name:

Signed by Tenant 5 — Date:

Tenant Name:

Signed by Tenant 6 — Date:

Tenant Name:

Signed by Tenant 7 — Date:

Tenant Name:

Signed by Tenant 8 — Date:

Tenant Name:

Signed by or on behalf of the Landlord — Date: 14/10/2024

☑ Agent as authorised ☐ Landlord

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REISA

NOTICE TO TENANT OF RENT INCREASE

To

Tenant 1: Anjela Shahi

Tenant 2: Shayaz Tamang

Tenant 3:

Tenant 4:

Tenant 5:

Tenant 6:

Tenant 7:

Tenant 8:

(insert name of tenant(s))

Address of rented premises:

Street 1: 7/141 Cross Rd

Street 2:

Suburb: Westbourne Park State: SA Postcode: 5041

I give you notice that the new rent will be increased to $ 430 per week

(insert amount) *(insert rental period eg fortnight, calendar month)*

with the first payment due on 14 / 12 / 2024

(insert date)

Signed by or on behalf of the Landlord

Date: 3 Oct 2024

☑ Agent as authorised ☐ Landlord

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

Date of Statement: **5 November 2025**

OWNED BY Alice Szuster

Unit in respect of which the Statement is issued: **Unit 7** in **Strata Plan 485 at 141 Cross Road, WESTBOURNE PARK SA 5041**

Person requesting certificate:
Name: **FORM 1 ADELAIDE,**
Address: **187e Main Road, Blackwood SA**

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

Unit Entitlement: **82**
Total Unit Entitlement: **1000**

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

Total amount last determined with respect to the lot

Amount	Period
$2,050.00	01 Feb 2025 to 31 Jan 2026

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

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

Amount	Period	Date due
$512.50	01 Feb 2025 to 30 Apr 2025	01 Feb 2025
$512.50	01 May 2025 to 31 Jul 2025	01 May 2025
$512.50	01 Aug 2025 to 31 Oct 2025	01 Aug 2025
$512.50	01 Nov 2025 to 31 Jan 2026	01 Nov 2025

Amount owing $0.00

Interest due on unpaid levies $0.00

Amount in credit for prepaid levies $0.00

NB: Interest Accrues at 15% per annum

Water charges to be paid by Corporation/Owner

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

Total amount last determined with respect to the lot

Amount	Period
$656.00	01 Feb 2025 to 31 Jan 2026

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

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

Amount	Period	Date due
$164.00	01 Feb 2025 to 30 Apr 2025	01 Feb 2025
$164.00	01 May 2025 to 31 Jul 2025	01 May 2025
$164.00	01 Aug 2025 to 31 Oct 2025	01 Aug 2025
$164.00	01 Nov 2025 to 31 Jan 2026	01 Nov 2025

Amount owing $0.00

Interest due on unpaid levies $0.00

Amount in credit for prepaid levies $0.00

NB: Please ensure you contact Adcorp for an update of outstanding levies prior to settlement.

3. Special contributions

None

4. Particulars of Assets and Liabilities of the Corporation

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

5. Particulars of any Expenditure

(a) Incurred by the Corporation

REFER MINUTES OF MEETINGS ATTACHED for 2024 & 2025

(b) Resolved to be incurred to which the unit holder must, or is likely to be required to contribute
REFER MINUTES OF MEETINGS ATTACHED for 2024 & 2025

6. Insurance policies

Particulars of all insurance policies taken out by the Strata Corporation.

Policy No. 68826 **CHU Underwriting Agencies Pty Ltd** **Type: Residential Strata**

Premium: $6,791.30 Paid on: 08/01/2025 Policy start date: 24/02/2025 Next due: 24/02/2026

Cover	*Sum insured*	*Excess*
Building	$3,600,000.00	$2,000.00
Public Liability	$20,000,000.00	$2,000.00
Office Bearers Liability	$500,000.00	$2,000.00
Catastrophe	$1,080,000.00	$2,000.00
Voluntary Workers	$200,000/2,000	$2,000.00
Flood Cover	Included	$2,000.00
Fidelity Guarantee	$100,000.00	$2,000.00

7. Documents Supplied

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

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

NOTE: Please refer to the Corporation's Resolutions & Disclaimer

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

This Statement was prepared on behalf of Strata Corporation 485 Inc by



.....

Kylie Rodda - Strata Manager
Adcorp Property Group
231 Greenhill Road
Dulwich SA 5065

Adcorp Property Group Pty Ltd
ABN: 35 099 140 505
231 Greenhill Road
DULWICH SA 5065
p: 08 8361 3333
e: strata.admin@adcorpgroup.com.au

Owner Ledger

Start Date: 01/11/2023
End Date: 30/11/2027
Owners: One only

Strata Corporation 485 Inc

141 Cross Road, WESTBOURNE PARK SA 5041

Lot 7 Unit 7 A Szuster

UE / AE: 82.00 / 1,000.00

Levies

Levy no.	Due date	Frequency	Details	Admin Fund Due	Admin Fund Paid	Sinking Fund Due	Sinking Fund Paid	Interest paid	Discount	Levy type	Status	Group
			Balance brought forward	0.00		0.00						
1	01/11/2023	Quarterly	Quarterly Admin/Sinking Levy 1/11/2023 - 31/01/2024	441.06	441.06	164.00	164.00	0.00	0.00%	Standard	Normal	None
2	01/02/2024	Quarterly	Quarterly Admin/Sinking Levy 01/02/2024 - 30/04/2024	455.10	455.10	164.00	164.00	0.00	0.00%	Standard	Normal	None
3	01/05/2024	Quarterly	Quarterly Admin/Sinking Levy 01/05/2024 - 31/07/2024	455.10	455.10	164.00	164.00	0.00	0.00%	Standard	Normal	None
4	01/08/2024	Quarterly	Quarterly Admin/Sinking Levy 01/08/2024 - 31/10/2024	455.10	455.10	164.00	164.00	0.00	0.00%	Standard	Normal	None
5	01/11/2024	Quarterly	Quarterly Admin/Sinking Levy 01/11/2024 - 31/01/2025	455.10	455.10	164.00	164.00	0.00	0.00%	Standard	Normal	None
6	01/02/2025	Quarterly	Quarterly Admin/Sinking Levy 01/02/2025 - 30/04/2025	512.50	512.50	164.00	164.00	0.00	0.00%	Standard	Normal	None
7	01/05/2025	Quarterly	Quarterly Admin/Sinking Levy 01/05/2025 - 31/07/2025	512.50	512.50	164.00	164.00	0.00	0.00%	Standard	Normal	None
8	01/08/2025	Quarterly	Quarterly Admin/Sinking Levy 01/08/2025 - 31/10/2025	512.50	512.50	164.00	164.00	0.00	0.00%	Standard	Normal	None
9	01/11/2025	Quarterly	Quarterly Admin/Sinking Levy 01/11/2025 - 31/01/2026	512.50	512.50	164.00	164.00	0.00	0.00%	Standard	Normal	None

Current position: Unallocated prepayments $0.00 Levy arrears & owner invoices due $0.00 Interest on levy arrears $0.00

Receipts

Date	Receipt no.	Subtype	Status	Source	Admin Fund Paid	Admin Fund Interest	Sinking Fund Paid	Sinking Fund Interest	Unallocated Paid	Total amount	Cheque no.	Levy no.
01/11/2023	44261	Receipt	Banked		441.06	0.00	164.00	0.00	0.00	605.06		1
30/01/2024	47241	Receipt	Banked		455.10	0.00	164.00	0.00	0.00	619.10		2

01/05/2024	50554	Receipt	Banked	455.10	0.00	164.00	0.00	0.00	619.10	3
02/08/2024	53787	Receipt	Banked	455.10	0.00	164.00	0.00	0.00	619.10	4
04/11/2024	57019	Receipt	Banked	455.10	0.00	164.00	0.00	0.00	619.10	5
05/02/2025	60221	Receipt	Banked	512.50	0.00	164.00	0.00	0.00	676.50	6
05/05/2025	63317	Receipt	Banked	512.50	0.00	164.00	0.00	0.00	676.50	7
05/08/2025	66558	Receipt	Banked	512.50	0.00	164.00	0.00	0.00	676.50	8
03/11/2025	69687	Receipt	Banked	512.50	0.00	164.00	0.00	0.00	676.50	9

Level 13, 431 King William Street
Adelaide SA 5000

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	68826
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	24/02/2025 to 24/02/2026 at 4:00pm
The Insured	STRATA CORPORATION NO. 485 INC.
Situation	141 CROSS ROAD WESTBOURNE PARK SA 5041

Policies Selected

Policy 1 – Insured Property
Building: $3,600,000
Common Area Contents: $5,300
Loss of Rent & Temporary Accommodation (total payable): $540,000

Policy 2 – Liability to Others
Sum Insured: $20,000,000

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

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

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

Policy 6 – Machinery Breakdown
Not Selected

Policy 7 – Catastrophe Insurance
Sum Insured: $1,080,000
Extended Cover - Loss of Rent & Temporary Accommodation: $162,000
Escalation in Cost of Temporary Accommodation: $54,000
Cost of Removal, Storage and Evacuation: $54,000

Policy 8 – Government Audit Costs and Legal Expenses
Government Audit Costs: $25,000
Appeal expenses – common property health & safety breaches: $100,000
Legal Defence Expenses: $50,000

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

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

Sum Insured: $250,000

Flood Cover is included.

Date Printed 10/01/2025

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

Adcorp Property Group Pty Ltd
ABN: 35 099 140 505
231 Greenhill Road
DULWICH SA 5065
p: 08 8361 3333
e: strata.admin@adcorpgroup.com.au

Balance Sheet
As at 05/11/2025

Strata Corporation 485 Inc — 141 Cross Road, WESTBOURNE PARK SA 5041

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	6,110.00
Owners Equity--Admin	3,004.86
	9,114.86
Sinking Fund	
Operating Surplus/Deficit--Sinking	2,000.00
Owners Equity--Sinking	31,596.87
	33,596.87
Net owners' funds	$42,711.73
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	11,232.70
Receivable--Levies--Admin	1,575.00
	12,807.70
Sinking Fund	
Cash at Bank--Sinking	41,107.40
Receivable--Levies--Sinking	504.00
	41,611.40
Unallocated Money	
Cash at Bank--Unallocated	56.40
	56.40
Total assets	54,475.50
Less liabilities	
Administrative Fund	
Creditors--Other--Admin	140.00
	140.00
Sinking Fund	
	0.00
Unallocated Money	
Prepaid Levies--Unallocated	56.40
	56.40
Total liabilities	196.40
Net assets	$54,279.10

* As the previous financial year has not been finalised, the current financial year reporting will not be accurate.

adcorp
PROPERTY GROUP

Adcorp Property Group Pty Ltd
ABN: 35099140505
231 Greenhill Road
Dulwich SA 5065
P: 08 8361 3333
F: 08 8139 2300
E: strata.accounts@adcorpgroup.com.au

Minutes of **Annual General Meeting** for **Strata Corporation 485 Inc** 141 Cross Road, WESTBOURNE PARK SA 5041

Held 03:30 PM, on Wednesday, 20 November 2024, at Teleconference .

1 ATTENDANCE

Unit	Owner Name	
2	Mr Masroor Ahmed Lodhi	Proxy to Adcorp
3	Mahender Reddy Budidhi	
4	Mr Masroor Ahmed Lodhi	Proxy to Adcorp
5	Adrian Michael Whitworth	
7	Alice Szuster	
10	Estate of J Wong	
12	Mary I McCarthy	
13	John R George	Proxy to Adcorp

2 QUORUM

A quorum was present and the meeting commenced at 3.39pm with 8 of the 13 units in attendance by person or by proxy. It was agreed that Kylie Rodda of Adcorp Property Group assist the presiding officer by conducting the meeting on their behalf.

UNANIMOUS

3 OFFICE BEARERS

It was resolved that the following Office Bearers be appointed for the coming year:

Presiding Officer:	Alice Szuster
Secretary:	Adrian Whitworth
Treasurer:	Mary McCarthy

MOTION CARRIED

4 MANAGEMENT COMMITTEE

It was resolved to appoint a Management Committee comprising the office bearers, with authority to approve day to day maintenance and upkeep of the common areas. It was further resolved that the Management Committee be authorised to approve works to the value of $3000.00 per job by a majority vote, without further reference to the corporation.

5 MINUTES

That the Minutes of the previous meeting 6/11/2023 having been circulated and read be adopted.

6 MATTERS ARISING

Nil.

7 INSURANCE

The Body Corporate Manager explained that they can only give general advice not personal advice.

The Body Corporate Manager advised that they cannot guide the corporation on the amount of cover required, and does not accept responsibility for the sum insured.

The Body Corporate Manager suggested that the corporation consider obtain a valuation to satisfy their compliance with the act. The decision to appoint a valuer to determine the renewal amount rests with the body corporate.

Legislation requires the corporation insure the buildings/common property for the full replacement value including

site clearance, professional fees and loss of rent.

The corporation's policy covers the buildings but does not cover window treatments, floor coverings and light fittings as these are classed as contents.

The corporation's policy covers public liability for events occurring on common property but not on owners' property such as inside their unit or on their subsidiaries (eg porch, balcony, carport, back yard).

The Body Corporate Manager also advised that their tenant's contents policy only covers the tenant's interests and does not cover the owner's interest.
The Body Corporate Manager advised that as general advice they should seek professional insurance advice about arranging their own insurance cover, including contents insurance cover and landlord's cover.
For all these reasons the Body Corporate Manager urged owners to seek professional insurance advice about their own insurance cover.

Owners are reminded that where insurance repairs are carried out, and the repairs benefit a particular Lot, that the Lot Owner will be responsible for the payment on any excess subject to any explicit instruction to the contrary by the corporation

The Body Corporate Manager reminded owners present that all units must be fitted with approved smoke detectors. This is an owner responsibility and owners should seek advice from the Fire Department or employ an electrician to check the smoke detectors.

It was noted that copies of the current FSG & PDS documentation can be made available upon request.

The corporation's insurance is currently with
Policy No.68826
CHU Underwriting Agencies Pty Ltd
Type : Strata

Premium : $6,324.73 Paid on : 10/01/2024 Start : 24/02/2024 Next due : 24/02/2025

Cover	Sum Insured	Excess
Building	**$3,600,000.00**	**$2,000.00**
Public Liability	**$20,000,000.00**	**$2,000.00**
Office Bearers Liability	**$500,000.00**	**$2,000.00**
Catastrophe	**$1,080,000.00**	**$2,000.00**
Voluntary Workers	**$200,000/2,000**	**$2,000.00**
Flood Cover	**Included**	**$2,000.00**
Fidelity Guarantee	**$100,000.00**	**$2,000.00**

Last Valuation: $3600000 20/11/2023 McLean Gladstone Pty Ltd

Following discussion on these matters it was resolved that the following insurance be organised on behalf of the Body Corporate:

New insurance valuation: It was resolved not to arrange a new insurance valuation forthwith

Building cover: It was resolved to maintain building cover at $3,600,000.00 effective forthwith. .

Office Bearers' cover: It was resolved to maintain cover at $500,000.00 effective forthwith, and the strata corporation to indemnify all office bearers against any loss suffered directly or indirectly from the result of their appointment.

Legal Liability cover: It was resolved to maintain cover at $20,000,000.00 effective forthwith.

Catastrophe cover: It was resolved to maintain cover at $1,080,000.00 effective forthwith.

UNANIMOUS

8 FINANCIAL REPORT
It was resolved that the financial reports, for the period ending 31/10/2024 having been circulated, tabled and discussed, be adopted.
MOTION CARRIED

It was noted that as at the day of the meeting the corporation has the following cash at bank amounts
Administration Fund: $7569.99
Sinking Fund $33,414.94

9 APPOINTMENT OF BODY CORPORATE MANAGER

Adcorp Property Group Pty Ltd were reappointed as Body Corporate Managers for the next twelve months to assist the strata corporation and office bearers, at the fee of $4401.00 including GST, per annum plus disbursements and audit fees, and costs as per Schedule One in the Body Corporate Management Agreement.

Any elected Office Bearer is authorised to sign the Management Agreement on behalf of the body corporate. Adcorp Property Group explained that should the management agreement not be returned, signed, within 14 days of the meeting, then the agreement will be deemed as signed. Adcorp Property Group will stamp the agreement with the Body Corporate's common seal and place on file.

Further, it was agreed that Adcorp Property Group, may now charge a recovery fee for overdue accounts as follows:

Overdue notices:-

a. Stage 1 debt recovery $22.00 (inclusive of GST) after 30 days from due date,
b. Stage 2 debt recovery $27.50 (inclusive of GST) after 60 days from due date,
c. Stage 3 debt recovery $33.00 (inclusive of GST) after 90 days from due date,
d. Interest charged at 15 % per annum on overdue levies and debts after 30 days from due date.

Legal action charges

All court charges and fees and any costs awarded by the court.

UNANIMOUS

Costs will be debited against relevant unit holder

It was resolved that these costs (including all costs incurred by the strata corporation for recovery work) will be debited against the relevant unit holder as an amount due and owing to the corporation.

UNANIMOUS

Cost of any special meeting will be debited against relevant unit holder

It was further agreed that where a special meeting is required to consider approvals for individuals, that person shall pay all costs of the meeting.

UNANIMOUS

10 REPAIRS AND MAINTENANCE

That the following maintenance items be considered:

Gutter and Downpipe Clean

Owners present discussed and agreed that Adcorp will appoint a contractor to attend to clean all gutters and downpipes. The service is required annually in June of 2025.

Stormwater Clean

Owners present discussed and agreed that owners will continue to monitor, the stormwater runoff and advise Adcorp if a service is required.

Grounds Maintenance

Owners present discussed and agreed that Adcorp is to source 2 quotes for the common area gardening and cleaning. The service is required on 4-6 basis, Or at intervals suggested by the contractor. Once quotes are received they are to be sent to the management committee for consideration. Mary has offered to be a site contact.

Letterbox Upgrade

Owners present discussed and agreed that Adcorp would source a quote to remove the existing letterbox wall and replace with a new steel letterbox bank. Adcorp to source a quote to replace all existing damaged flaps on the letterboxes. Once quotes are received they are to be sent to the Management Committee for consideration.

Drain Covers on Storm Drains

It was discussed that the current grate covers are rusted and cause an injury risk. Adcorp is to source a quote for all of the damaged covers to be replaced. Quote is to be sent to management committee for consideration.

Tap Repair East Wall unit 12

It was reported that the tap on the Eastern side wall near unit 12 requires a plumber to attend and repair. It shudders when in use. Adcorp to appoint a plumber to attend to rectify.

Various Light Repairs

The light on the rear of unit 5, requires replacement, as when turned on it shorts out the units power supply. The light is located above the rear door of unit 5.

Sensor light between unit 5 and 6 requires a new globe

The globe that is above the 141 sign requires a new globe.

Adcorp to appoint an electrician to attend, to the required repairs and replacements

Termites

Owners are asked to be vigilant and report any new activity to the Body Corporate Manager.

11 PROJECTED MAINTENANCE

After discussion it was agreed not to arrange a sinking fund forecast at this time.

12 BUDGET & CONTRIBUTION AMOUNTS

Adcorp presented a forecast of projected expenditure and proposed that contribution amounts for the Administration Fund be $ 25,000.00, and that contribution amounts for the Sinking Fund be $ 8,000.00 for the coming year

After discussion it was resolved that the annual contribution amount be:

Administration Fund	**$ 25,000.00**
Special Levy	**$ 0.00/0.00**
Sinking Fund	**$ 8,000.00**

Contributions are to be raised **by unit entitlement** in Quarterly instalments, the first such instalment being due on **01/02/2025** and subsequent instalments being due on **01/05/2025, 01/08/2025, 01/11/2025**

Motion Carried

13 ARTICLES (approvals & policies)

Owners were reminded that for any "Prescribed Works" (an alteration and/or addition to the external appearance of a building or structure), that approval is required by way of Special Resolution at a duly convened meeting. It was recommended that owners submit written applications to the Body Corporate Manager detailing intended scope of works (where appropriate the application should include any style, color, dimensions, position and imagery of intended works).

It was further noted that where an additional meeting is required, that the cost to arrange such a meeting would be borne by the relevant Unit Owners.

Adcorp reminded all Owners present, that the articles and policies of the Body Corporate are binding on the corporation, its owners, occupiers, and invitees.

14 OTHER BUSINESS

To remind all Owners of the following resolutions previously adopted by the Corporation.

- Corporation records to be destroyed in line with STRATA TITLES REGULATIONS 2003 - REG 10
- Special Levy Authority
- Interest charges apply to contributions more than 30 days overdue (15% p.a)
- Authority to appoint debt collectors to recover debts at the cost of the relevant debtor
- Bank charges will be levied against owners where search fees are required to determine the origin of unidentified monies
- Contractors must have current insurances and appropriate licenses

Owners are reminded to ensure that contact details and method of delivery are kept up to date at all times and are requested (if convenient) to receive correspondence electronically.

Purchase of Store Room and Shed from Unit 13 - Approximate cost for professional fees would be $20,000.00. The corporation would be required to be surveyed, the corporations plans adjusted and lodged with the Lands Title Office. If all agree to go forward a unanimous vote would be required.

15 DATE OF NEXT MEETING

The next Annual General Meeting has been scheduled to be held

Date:	November 2025
Time:	3.30pm
Venue:	Tele Conference

16 MEETING CLOSE

There being no further business, all owners and guests were thanked for their attendance and the meeting closed at 4.40pm.

Adcorp Property Group Pty Ltd
ABN: 35 099 140 505
231 Greenhill Road
DULWICH SA 5065
p: 08 8361 3333
e: strata.admin@adcorpgroup.com.au

ANNUAL REPORTS

for the financial year to 31/10/2024

Strata Corporation 485

141 Cross Road, WESTBOURNE PARK SA 5041

Manager: Kylie Rodda

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Income/Expenditure Statement	2

Adcorp Property Group Pty Ltd
ABN: 35 099 140 505
231 Greenhill Road
DULWICH SA 5065
p: 08 8361 3333
e: strata.admin@adcorpgroup.com.au

Balance Sheet
As at 31/10/2024

Strata Corporation 485 Inc — 141 Cross Road, WESTBOURNE PARK SA 5041

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	1,514.55
Owners Equity--Admin	1,490.31
	3,004.86
Sinking Fund	
Operating Surplus/Deficit--Sinking	4,250.89
Owners Equity--Sinking	27,345.98
	31,596.87
Net owners' funds	$34,601.73
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	5,126.48
Receivable--Levies--Admin	455.10
Receivable--Owners--Admin	49.50
	5,631.08
Sinking Fund	
Cash at Bank--Sinking	32,379.25
Receivable--Levies--Sinking	164.00
	32,543.25
Unallocated Money	
	0.00
Total assets	38,174.33
Less liabilities	
Administrative Fund	
Prepaid Levies--Admin	2,626.22
	2,626.22
Sinking Fund	
Prepaid Levies--Sinking	946.38
	946.38
Unallocated Money	
	0.00
Total liabilities	3,572.60
Net assets	$34,601.73

Adcorp Property Group Pty Ltd
ABN: 35 099 140 505
231 Greenhill Road
DULWICH SA 5065
p: 08 8361 3333
e: strata.admin@adcorpgroup.com.au

Income/Expenditure Statement for the financial year to 31/10/2024

Strata Corporation 485 Inc — 141 Cross Road, WESTBOURNE PARK SA 5041

Administrative Fund

	Current period 01/11/2023-31/10/2024
Revenue	
Interest on Arrears--Admin	40.55
Interest--Bank	348.40
Levies Due--Admin	22,028.79
Total revenue	22,417.74
Less expenses	
Admin--Agent Disbursements	858.00
Admin--Auditors--Audit Services	240.50
Admin--Auditors--Taxation Services	190.00
Admin--Bank Charges	42.00
Admin--Income Tax--Admin	53.70
Admin--Management Fees--Standard	3,543.00
Admin--Meeting Fee	165.00
Insurance--Premiums	7,459.29
Insurance--Valuation	375.00
Maint Bldg--Cleaning	132.00
Maint Bldg--General Repairs	737.00
Maint Bldg--Glass	670.00
Maint Bldg--Plumbing--Drains & Sewers	313.75
Maint Bldg--Plumbing--Water & Gas	148.00
Maint Bldg--Roof	2,350.00
Maint Grounds--Lawns & Gardening	2,880.00
Utility--Electricity	745.95
Total expenses	20,903.19
Surplus/Deficit	1,514.55
Opening balance	1,490.31
Closing balance	$3,004.86

Sinking Fund

	Current period 01/11/2023-31/10/2024
Revenue	
Interest on Arrears--Sinking	14.69
Levies Due--Sinking	8,000.00
Total revenue	8,014.69
Less expenses	
Maint Bldg--Roof	3,763.80
Total expenses	3,763.80
Surplus/Deficit	4,250.89
Opening balance	27,345.98
Closing balance	$31,596.87

Minutes of **Annual General Meeting** for **Strata Corporation 485 Inc** 141 Cross Road, WESTBOURNE PARK SA 5041

Held 03:30 PM, on Thursday, 16 November 2023, at Via Teleconference .

1 ATTENDANCE

Lot #	Unit #	Attendance Representative	Owner Name	
2	2	Yes	Ashley Addington	Proxy to Adcorp
3	3	Yes	Mahender Reddy Budidhi	
4	4	Yes	Ashley Addington	Proxy to Adcorp
5	5	Yes	Adrian Michael Whitworth	
6	6	Yes	John Ballinger	
7	7	Yes	Alice Szuster	
8	8	Yes	D & C Cooper	Proxy to Adcorp
12	12	Yes	Mary McCarthy	

2 QUORUM

A quorum was present and the meeting commenced at 3.29pm with 8 of the 13 units in attendance by person or by proxy. It was agreed that Kylie Rodda of Adcorp Property Group assist the presiding officer by conducting the meeting on their behalf.

UNANIMOUS

3 OFFICE BEARERS

It was resolved that the following Office Bearers be appointed for the coming year:

Presiding Officer:	Alice Szuster
Secretary:	Adrian Whitworth
Treasurer:	Mary McCarthy

MOTION CARRIED

4 MANAGEMENT COMMITTEE

It was resolved to appoint a Management Committee comprising the office bearers, with authority to approve day to day maintenance and upkeep of the common areas. It was further resolved that the Management Committee be authorised to approve works to the value of $3000.00 per annum by a majority vote, without further reference to the corporation.

5 MINUTES

That the Minutes of the previous meeting 30 November 2022 having been circulated and read be adopted.

6 MATTERS ARISING

Matters arising from the previous minutes.

7 INSURANCE

GENERAL INSURANCE

I am an authorised representative/distributor of your insurer; I can only give general and factual advice. Anything else you need to refer to the product disclosure statement or financial services guide. I can make these available to you upon request and are also available from your insurer's website.

I cannot guide the corporation on the amount of cover required and myself and Adcorp do not accept responsibility for the sum insured. Legislation requires the corporation to insure the common property for the full replacement value including site clearance, removal of debris etc. This can be ascertained by an insurance valuation, however the decision to appoint a valuer or determine the renewal amount rests with the owners and instructions regarding the insurance will be discussed each year.

As general advice they should seek professional insurance advice about arranging their own insurance cover, including contents insurance cover, as the corporation's policy only covers common property and public liability

for events occurring on common property but not on owners' property such as inside their Lot/unit, or subsidiaries.
Owners present are reminded that all lots/units must be fitted with approved smoke detectors and is an owner responsibility.

The corporation's insurance is currently with
Policy No.68826
CHU Underwriting Agencies Pty Ltd
Type : Strata
Broker :

Premium : $5,924.10 Paid on : 10/01/2023 Start : 24/02/2023 Next due : 24/02/2024

Cover	Sum Insured	Excess
Building	**$2,900,000.00**	**$2,000.00**
Public Liability	**$20,000,000.00**	**$2,000.00**
Office Bearers Liability	**$500,000.00**	**$2,000.00**
Catastrophe	**$870,000.00**	**$2,000.00**
Voluntary Workers	**$200,000/2000**	**$2,000.00**
Flood Cover	**Included**	**$2,000.00**
Fidelity Guarantee	**$100,000.00**	**$2,000.00**

Current excess: $2000.00 Damage by water or liquid, including exploratory costs incurred in locating the source of damage, caused by bursting, leaking, discharging or overflowing of tanks, apparatus or pipes, $2000.00 Damage by water or liquid, other than caused by bursting, leaking, discharging or overflowing of tanks, apparatus or pipes, $2000.00 any event of any kind.

Last Valuation: $2900000 06/12/2021 <<Valuer>>

Following discussion on these matters it was resolved that the following insurance be organised on behalf of the Body Corporate:

New insurance valuation: It was resolved to arrange a new insurance valuation forthwith

Building cover: It was resolved to Adjust building cover to equal the new insurance valuation, effective as soon as it is received

Office Bearers' cover: It was resolved to maintain cover at $500,000.00, and the strata corporation to indemnify all office bearers against any loss suffered directly or indirectly from the result of their appointment.

Legal Liability cover: It was resolved to maintain cover

Catastrophe cover: It was resolved to maintain cover at $870,000.00.

UNANIMOUS

8 FINANCIAL REPORT
It was resolved that the financial reports, for the period ending 31/10/2023 having been circulated, tabled and discussed, be adopted.
MOTION CARRIED

It was noted that as at the day of the meeting the corporation has the following cash at bank amounts
Administration Fund: $5974.56
Sinking Fund $29013.36

9 APPOINTMENT OF BODY CORPORATE MANAGER
Adcorp Property Group Pty Ltd were reappointed as Body Corporate Managers for the next twelve months to assist the strata corporation and office bearers, at the fee of $3543.00 including GST, per annum plus disbursements and audit fees, and costs as per Schedule One in the Body Corporate Management Agreement.

Any elected Office Bearer is authorised to sign the Management Agreement on behalf of the body corporate. Adcorp Property Group explained that should the management agreement not be returned, signed, within 14 days of the meeting, then the agreement will be deemed as signed. Adcorp Property Group will stamp the agreement with the Body Corporate's common seal and place on file.

Further, it was agreed that Adcorp Property Group, may now charge a recovery fee for overdue accounts as follows:

Overdue notices:-

a. Stage 1 debt recovery $22.00 (inclusive of GST) after 30 days from due date,
b. Stage 2 debt recovery $27.50 (inclusive of GST) after 60 days from due date,
c. Stage 3 debt recovery $33.00 (inclusive of GST) after 90 days from due date,
d. Interest charged at 15 % per annum on overdue levies and debts after 30 days from due date.

Legal action charges
All court charges and fees and any costs awarded by the court.

UNANIMOUS

Costs will be debited against relevant unit holder
It was resolved that these costs (including all costs incurred by the strata corporation for recovery work) will be debited against the relevant unit holder as an amount due and owing to the corporation.

UNANIMOUS

Cost of any special meeting will be debited against relevant unit holder
It was further agreed that where a special meeting is required to consider approvals for individuals, that person shall pay all costs of the meeting.

UNANIMOUS

10 REPAIRS AND MAINTENANCE

That the following maintenance items be considered:

Gutters, Downpipes and Stormwater Clean
Adcorp to appoint Gutter Tec to clean the gutters, downpipes and stormwater drains in April 2024

Grounds Maintenance
Continue with the service of Mitcham Hills Garden Maintenance. Adcorp to send an email, asking for more attention to be paid when in attendance. Lawn clippings not bening blown away and garden beds and weeds not being maintainted in from of units 9 - 12

High Pressure Cleaning Stairwell
Agenda 2024

Letterboxes
Being tampered with regulary by vandals, owners will monito and advise if actionis required

Termites
Owners are asked to be vigilant and report any new activity to the Body Corporate Manager.

11 PROJECTED MAINTENANCE

After discussion it was resolved that a sinking fund forcast be obtained. A copy of this report is to be included in the agenda of the following Annual General Meeting for consideration and instruction.

12 BUDGET & CONTRIBUTION AMOUNTS

Adcorp presented a forecast of projected expenditure and proposed that contribution amounts for the Administration Fund be $ 22,200.00, and that contribution amounts for the Sinking Fund be $ 8,000.00 for the coming year

After discussion it was resolved that the annual contribution amount be:

Administration Fund	**$ 22,200.00**
Special Levy	**$ 0.00/0.00**
Sinking Fund	**$ 8,000.00**

Contributions are to be raised by unit entitlement in Quarterly instalments, the first such instalment being due on **01/02/2024** and subsequent instalments being due on **01/05/2024, 01/08/2024, 01/11/2024**

Motion Carried

13 ARTICLES (approvals & policies)

To remind all Owners that the articles and policies of the Body Corporate are binding on the corporation, its

owners, occupiers, and invitees to the complex.

And that for any "Prescribed Works" (an alteration and/or addition to the external appearance of a building or structure), approval is required by way of Special Resolution at a duly convened meeting (minimum 14 days' notice). That submissions must be in writing detailing intended scope of works (where appropriate the application should include any style, colour, dimensions, position and imagery/ detailed drawing of intended works).

14 OTHER BUSINESS

Management of corporation records

That at no additional cost to the Corporation, all records falling outside of the below regulation be destroyed by Adcorp Property Group within 28 days from the date of this meeting.

or alternatively

That a nominated representative arrange to collect all records falling outside of the these regulations within 28 days from the date of this meeting.

STRATA TITLES REGULATIONS 2003 - REG 10
10 - Record keeping
For the purposes of section 40 of the Act, the following periods are prescribed:
(a) in relation to minute books-30 years;
(b) in relation to accounting records -7 years;
(c) in relation to any statements of account-7 years;
(d) in relation to notices or orders served on the strata corporation-7 years;
(e) in relation to correspondence-7 years;
(f) in relation to notices of meetings-7 years;
(h) in relation to documentary material received by the strata corporation under section 38(3)(b) or (c) of the Act-30 years.

MOTION CARRIED

Raise funds by special levy

It was resolved to authorise the Body Corporate Manager to raise additional funds when necessary to meet necessary expenses by special levy on demand without further reference to the Strata Corporation.
UNANIMOUS

Debt Collection for outstanding levies and contributions

It was agreed that a debt against a unit holder will be given to a debt collection agency to recover, and all costs incurred for collecting outstanding debts (including disbursements, court fees, debt collectors fees and Adcorp Property Groups legal action charges and all other costs and charges) will be debited against the unit from which the debt is pursued as an amount due and owing to the corporation. **UNANIMOUS**

Bank charges charged to owners where searches are required to determine origin of unidentified monies

That Adcorp Property Group Pty. Ltd. be granted consent after a period of 4 months to conduct, and charge to the individual owner a bank search to determine origin of unidentified monies being held in trust by Adcorp Property Group Pty. Ltd. Definite Proof of payment will need to be provided should an owner wish to verify funds held prior to a search being completed. **UNANIMOUS**

External Contractor Requirements

All body corporates are welcome to utilise the services of contractors that they select. Adcorp Property Group have no exclusive arrangements with any contractors or maintenance firms. A requirement prior to placing a work order on behalf of a contractor is that the contractor selected by the corporation provides copies of their correct licensing and current insurance.

Email Correspondence

Email is to become the preferred method of delivery by the Adcorp Property Group, for all levies, agendas, minutes, letters and other correspondence. Over the coming months Adcorp will implement procedures to facilitate the move away from conventional mail delivery where possible.

Australia Post has already announced that mail delivery times will become significantly longer, even for mail within the same city and suburbs. Both the Strata Titles Act 1988 and the Community Titles Act 1996 allow for correspondence to be delivered via email if the recipient gives their consent. This may also assist the corporation to reduce the cost of disbursements, will greatly speed up delivery time, and provide greater assurance of delivery.

Owners are reminded they are responsible for ensuring that Adcorp have their current email address on file at all times, as failure to notify may result in overdue levies and initiate the arrears process.

15 DATE OF NEXT MEETING

The next Annual General Meeting has been scheduled to be held at 3.30 PM, on a date to be advised in November 2024 via tele conference.

16 MEETING CLOSE

There being no further business, all owners and guests were thanked for their attendance and the meeting closed at 4.15PM.

Adcorp Property Group Pty Ltd
ABN: 35 099 140 505
231 Greenhill Road
DULWICH SA 5065
p: 08 8361 3333
e: strata.admin@adcorpgroup.com.au

ANNUAL REPORTS

for the financial year to 31/10/2023

Strata Corporation 485

141 Cross Road, WESTBOURNE PARK SA 5041

Manager: Kylie Rodda

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Balance Sheet	1
Income/Expenditure Statement	2

Adcorp Property Group Pty Ltd
ABN: 35 099 140 505
231 Greenhill Road
DULWICH SA 5065
p: 08 8361 3333
e: strata.admin@adcorpgroup.com.au

Balance Sheet
As at 31/10/2023

Strata Corporation 485 Inc — 141 Cross Road, WESTBOURNE PARK SA 5041

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	7,587.81
Owners Equity--Admin	(6,097.50)
	1,490.31
Sinking Fund	
Operating Surplus/Deficit--Sinking	2,016.08
Owners Equity--Sinking	25,329.90
	27,345.98
Net owners' funds	$28,836.29
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	5,081.68
	5,081.68
Sinking Fund	
Cash at Bank--Sinking	28,681.36
	28,681.36
Unallocated Money	
	0.00
Total assets	33,763.04
Less liabilities	
Administrative Fund	
Prepaid Levies--Admin	3,591.37
	3,591.37
Sinking Fund	
Prepaid Levies--Sinking	1,335.38
	1,335.38
Unallocated Money	
	0.00
Total liabilities	4,926.75
Net assets	$28,836.29

Adcorp Property Group Pty Ltd
ABN: 35 099 140 505
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e: strata.admin@adcorpgroup.com.au

Income/Expenditure Statement for the financial year to 31/10/2023

Strata Corporation 485 Inc — 141 Cross Road, WESTBOURNE PARK SA 5041

Administrative Fund

	Current period 01/11/2022-31/10/2023
Revenue	
Interest on Arrears--Admin	42.27
Interest--Bank	336.46
Levies Due--Admin	20,886.37
Transfer from Sinking Fund	6,000.00
Total revenue	27,265.10
Less expenses	
Admin--Agent Disbursements	1,119.35
Admin--Auditors--Audit Services	240.50
Admin--Auditors--Taxation Services	190.00
Admin--Bank Charges	41.00
Admin--Management Fees--Standard	3,227.92
Admin--Meeting Fee	220.00
Insurance--Excesses	2,000.00
Insurance--Premiums	5,924.10
Maint Bldg--Carpark/Carport/Garage	132.00
Maint Bldg--Electrical	619.38
Maint Bldg--Plumbing	119.69
Maint Bldg--Roof	998.97
Maint Grounds--Lawns & Gardening	4,200.00
Utility--Electricity	644.38
Total expenses	19,677.29
Surplus/Deficit	7,587.81
Opening balance	(6,097.50)
Closing balance	$1,490.31

Sinking Fund

	Current period 01/11/2022-31/10/2023
Revenue	
Interest on Arrears--Sinking	16.08
Levies Due--Sinking	8,000.00
Total revenue	8,016.08
Less expenses	
Admin--Transfer to Admin Fund	6,000.00
Total expenses	6,000.00
Surplus/Deficit	2,016.08
Opening balance	25,329.90
Closing balance	$27,345.98

Adcorp Property Group Pty Ltd
ABN: 35 099 140 505
231 Greenhill Road
DULWICH SA 5065
p: 08 8361 3333
e: strata.admin@adcorpgroup.com.au

MINUTES OF EXTRAORDINARY GENERAL MEETING, STRATA CORPORATION 485 INC
141 Cross Road, WESTBOURNE PARK SA 5041 held Tuesday, 22 July 2025 held at Postal Ballot

1 Attendance

Lot #	Unit #	Attendance Representative	Owner Name
3	3	Yes	Mahender Reddy Budidhi
5	5	Yes	Adrian Michael Whitworth
6	6	Yes	S Ballinger
7	7	Yes	A Szuster
8	8	Yes	C Jarrett Nominees P/L & JP Jarrett Nominees P/L,
9	9	Yes	P Von Der Borch
10	10	Yes	Estate of J Wong
11	11	Yes	James L & Joanne R Minniss
12	12	Yes	M I McCarthy

2 Quorum

A quorum was present and the meeting commenced at 10.00 am with 9 of the 13 units in attendance by person or by proxy. It was agreed that Kylie Rodda of Adcorp Property Group assist the presiding officer by conducting the meeting on their behalf.
UNANIMOUS

3 Motion

Installation of Air Conditioner - Unit 8

MOTION TABLED: That Strata Corporation 485 Inc. resolved to approve Unit 8 to install an Split System Air conditioner with the external compressor to be located as per attached diagram. The installation is to be carried out by a qualified contractor with appropriate licenses and insurance. Further, all condensate discharged from the appliance either during or after its operation, is to discharge into the nearest wastewater or storm water drain. Any damage to common property caused by the installation of the new air conditioner is to be rectified at the owner's cost. All costs for the installation/removal of the air conditioning unit, including all future repair/replacement/ and ongoing maintenance is the responsibility of the individual Unit owner.

In Favour 9

MOTION PASSED

Close of Meeting

STRATA PLAN NO. 485 INCORPORATED

141 CROSS ROAD WESTBOURNE PARK 5041

HUNDRED of ADELAIDE

Part Section 75

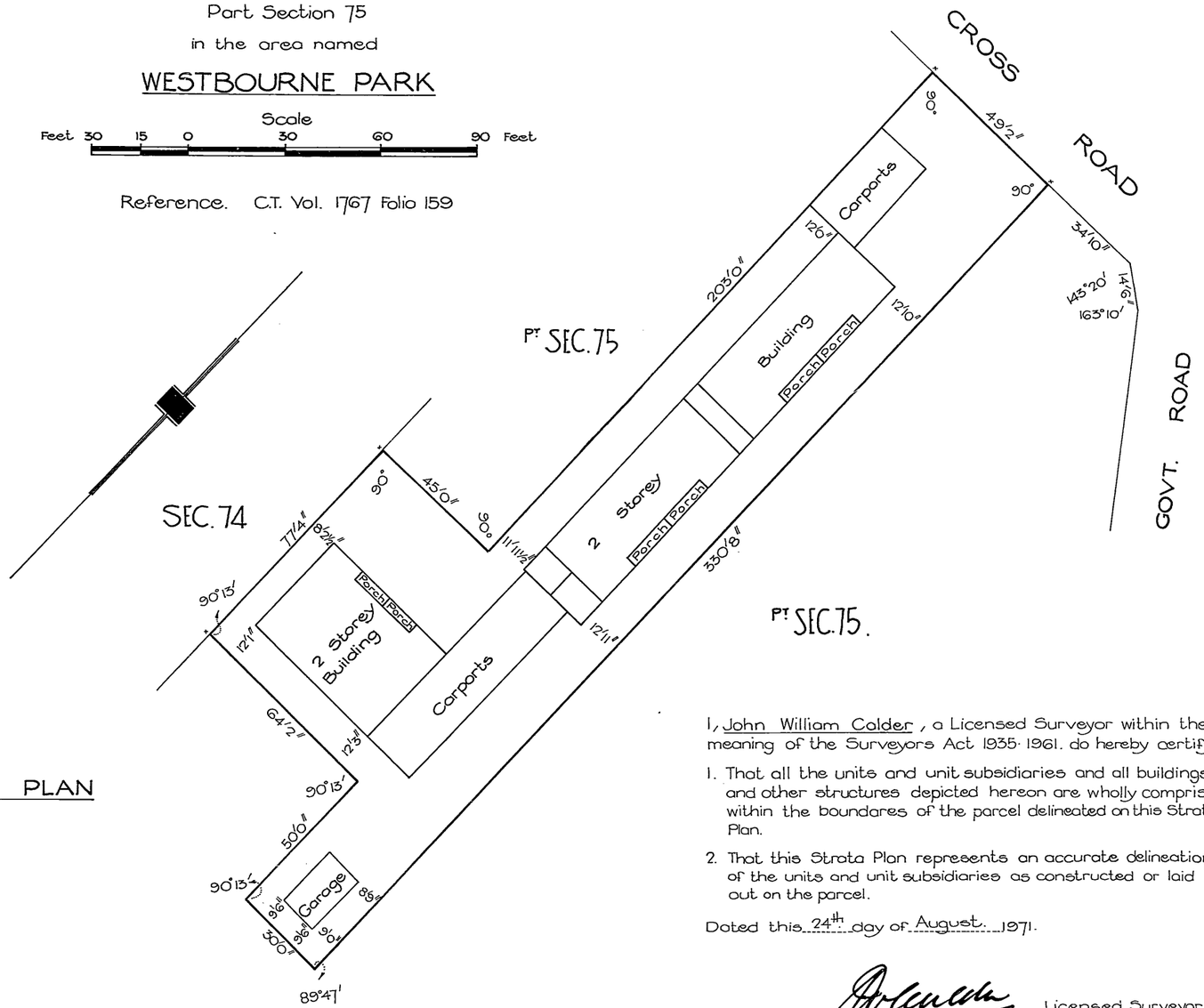
in the area named

WESTBOURNE PARK

Scale

Feet 30 15 0 30 60 90 Feet

Reference. C.T. Vol. 1767 Folio 159



SITE PLAN

I, John William Calder, a Licensed Surveyor within the meaning of the Surveyors Act 1935-1961. do hereby certify

1. That all the units and unit subsidiaries and all buildings and other structures depicted hereon are wholly comprised within the boundaries of the parcel delineated on this Strata Plan.
2. That this Strata Plan represents an accurate delineation of the units and unit subsidiaries as constructed or laid out on the parcel.

Dated this 24th day of August. 1971.

Licensed Surveyor

CALDER, CALDER & ASSOCIATES
Licensed Surveyors
107, Greenhill Road. Unley 5061. Phone 72-1822
KIGO · 33B 102 · R.A.H.

STRATA PLAN

485

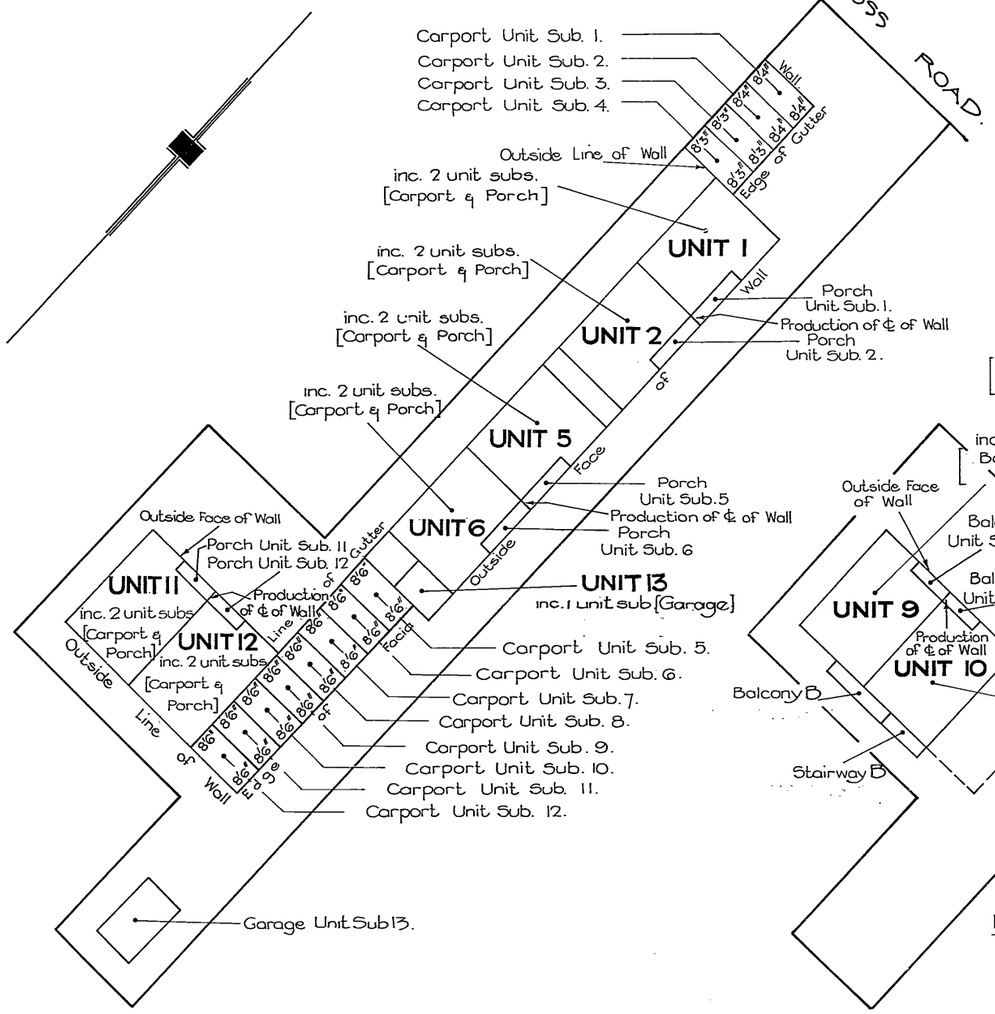
1ST OF 3 SHEETS

ACCEPTED AND DEPOSITED
CHIEF DRAFTSMAN
Pro Registrar-General
24/9/1971

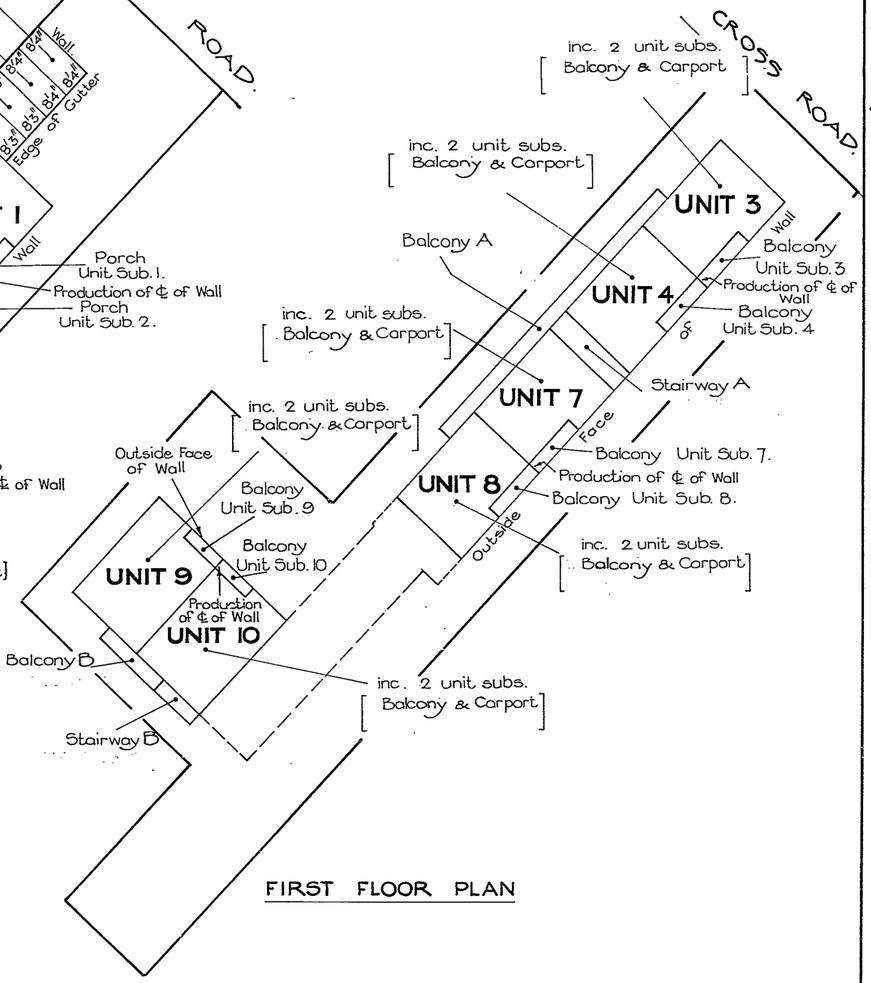
STRATA PLAN 485

2ND OF 3 SHEETS

ACCEPTED AND DEPOSITED
G R Sweetman
CHIEF DRAFTSMAN
Pro Registrar-General
24/9/1971



GROUND FLOOR PLAN



FIRST FLOOR PLAN

Scale
Feet 30 15 0 30 60 90 Feet

1. The unit subsidiaries shown as Porches are limited in height to the respective first floor Balconies.

2. The unit subsidiaries shown as Balconies are limited in height to the underside of the appurtenant existing eaves.

CALDER, CALDER & ASSOCIATES
Licensed Surveyors
107 Greenhill Road · Unley 5061 · Phone 72·1822
K160 · 33B 102 · R.A.H.

SCHEDULE OF UNIT ENTITLEMENT

UNIT Nº	UNIT ENTITLEMENT	CURRENT C's. of T. VOLUME	CURRENT C's. of T. FOLIO	UNIT Nº	UNIT ENTITLEMENT	CURRENT C's. of T. VOLUME	CURRENT C's. of T. FOLIO
1	82						
2	82						
3	82						
4	82						
5	82						
6	82						
7	82						
8	82						
9	84						
10	84						
11	84						
12	84						
13	8						
				AGGREGATE			
AGGREGATE	1000						

Authenticated Vide Application Nº 3241286

R. H. Collins
Registrar General.

REGISTRAR-GENERAL SOUTH AUSTRALIA

STRATA PLAN 485

3RD. of 3 SHEETS

ACCEPTED AND DEPOSITED

CHIEF DRAFTSMAN

Pro Registrar General

24/9/1971

AMENDMENTS, APPROVALS, SPECIAL RESOLUTIONS. Strata Corporation 485 INC.

Date **Special Resolution / Amendment / Approval**



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.pdf

2005 **Paving**
Permission was given to unit 1 and others to pave the rear area provided provision was made for proper disposal of surface water. **UNANIMOUS**

2006 **Air Conditioners**
Approval was granted in 7/12/95. Unit 3 may install on driveway side if they wish with proper discharge of overflow. **UNANIMOUS**

2007 **Rainwater Tank**
Proposal was defeated

2008 **Rainwater Tanks**
There were concerns regarding installations by individuals – resolved to consider a communal tank at a later stage.

Air Conditioners
Permission was given to all owners to install split system air conditioners provided they abut the relevant unit – this amends the resolution of 7/12/95
UNANIMOUS

2010 Strata Manager was instructed to write to all owners & tenants to advise the following: (a) occupants may only fill their own bins and may not put things in bins belonging to other units, (b) occupants must put their bins out each week on Sunday and bring in their bins each Monday, (c) occupants must not leave their bins on the street after the rubbish is taken, (d) occupants are liable to fines from the Mitcham Council for leaving their bins on the kerbside after Monday (ie between collection days)

Strata Manager was instructed to write to all owners & tenants to advise that cars can only be parked in their allocated carports and that cars can no longer be parked in any common areas except in the single space near the shed at the back of the group where a vehicle may stand for less than 2 hours. There are no other exceptions.

2011 **TV Antennae**
It was resolved that all unit owners be granted permission to install an external television antenna if required. However, the Strata resolved that by having one Antenna per group of four units with spreaders and connections to each Unit would be conducive in maintaining a tidy appearance to the Strata Corporation's roofline.

18/11/13 **Debt Collection for outstanding levies and contributions**
It was agreed that a debt against a unit holder will be given to a debt collection agency to recover, and all the costs involved will be debited against the relevant unit holder as an amount due and owing to the corporation. **UNANIMOUS**

AMENDMENTS, APPROVALS, SPECIAL RESOLUTIONS. Strata Corporation 485 INC.

Date **Special Resolution / Amendment / Approval**

Interest charged on overdue levies and other debts to the corporation
Interest charged on overdue levies and other debts to the corporation is 15% after 30 days overdue. **UNANIMOUS**

Bank charges charged to owners where searches are required to determine origin of unidentified monies
That Adcorp Property Group Pty. Ltd. be granted consent after a period of 4 months to conduct, and charge to the individual owner a bank search to determine origin of unidentified monies being held in trust by Adcorp Property Group Pty. Ltd. Definite Proof of payment will need to be provided should an owner wish to verify funds held prior to a search being completed. **UNANIMOUS**

3/12/2014 **Roller Shutters**
It was agreed to allow Roller Shutters on all windows of the corporation to help manage the noise from the Railway Crossing Bells.

2/12/2015 **External Contractor Requirements**
All body corporates are welcome to utilise the services of contractors that they select. Adcorp Property Group have no exclusive arrangements with any contractors or maintenance firms. A requirement prior to placing a work order on behalf of a contractor is that the contractor selected by the corporation provides copies of their correct licensing and current insurance.

Email correspondence
Email is to become the preferred method of delivery by the Adcorp Property Group, for all levies, agendas, minutes, letters and other correspondence. Over the coming months Adcorp will implement procedures to facilitate the move away from conventional mail delivery where possible.
Australia Post has already announced that mail delivery times will become significantly longer, even for mail within the same city and suburbs. Both the Strata Titles Act 1988 and the Community Titles Act 1996 allow for correspondence to be delivered via email if the recipient gives their consent. This may also assist the corporation to reduce the cost of disbursements, will greatly speed up delivery time, and provide greater assurance of delivery.
Owners are reminded they are responsible for ensuring that Adcorp have their current email address on file at all times, as failure to notify may result in overdue levies and initiate the arrears process.

22/07/2025 **Installation of Air Conditioner - Unit 8**
approve Unit 8 to install an Split System Air conditioner with the external compressor to be located as per attached diagram. The installation is to be carried out by a qualified contractor with appropriate licenses and insurance. Further, all condensate discharged from the appliance either during or after its operation, is to discharge into the nearest wastewater or storm water drain. Any damage to common property caused by the installation of the new air conditioner is to be rectified at the owner's cost. All costs for the installation/removal of the air conditioning unit, including all future repair/replacement/ and ongoing maintenance is the responsibility of the individual Unit owner.

MOTION PASSED

STRATA TITLES ACT 1988

SCHEDULE 3 - Articles of Strata Corporation

1 (1) A unit holder must :-

a. maintain the unit in good repair.

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

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

2 A person bound by these articles :-

a. must not obstruct the lawful use of the common property by any person:

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:

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 any lawn, garden, tree, shrub, plant or flower on the common property; or

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

7 A person bound by these articles must not :-

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

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

8 A person bound by these articles must not, without the consent of the Strata Corporation, display any sign, advertisement, placard, banner or any other conspicuous material of a similar nature:-

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

b. on any part of the common property.

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

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

11 A person bound by these articles :-

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

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

12 A unit holder must immediately notify the Strata Corporation of

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

b. any change in the occupancy of the unit.

adcorp
PROPERTY GROUP
231 Greenhill Road, Dulwich
P (08) 8361 3333 | F (08) 8139 2300
adcorpgroup.com.au | RLA 68780

ANNEXURE 'A' TO SECTION S41 STATEMENTS DISCLAIMER

Adcorp Property Group advise that alterations to the unit may have been completed without the knowledge or consent of the Strata or Community Corporation or their unit holders. In Accordance with section 29 of the strata titles act, and the by-laws of the community corporation structural alterations or alterations which alter the external appearance of the corporation (front or rear) need the consent of the corporation.

Any alteration that changes the character or description needs prior consent of the body corporate. Any additional building to the units or change of use must be reflected on the strata or community plan. In other words, the strata or community plan should be amended to reflect the true description of the buildings.

Therefore, if the unit or lot being sold is not accurately reflected on the strata or community plan you are advised to make further inquiries with the vendor or their representative. We do not guarantee the accuracy of the section 41 statement or section 139 statements in this respect, and advise you to make sufficient inquiries before acting.

You are advised that the insurance cover on the complex may not be adequate and you should make further inquiries to satisfy yourself regarding this matter. Future liabilities may not necessarily be funded, as strata or community lot contributions may not cover expected or future contingent liabilities.

The articles and bylaws bind owners, including any resolutions regarding the strata or Community Corporation's policy on the keeping of animals. Anyone who wishes to keep an animal must ensure that approval has been given **PRIOR** to signing a contract as many strata and community corporations do not allow animals.

If approval has been granted for solar panels a certificate must be sent to the Body Corporate Managers certifying that the roof can sustain the solar panels. A purchaser should sight a copy to avoid potential liability.

This is the annexure marked 'A' referred to in the section 41 statement regarding:

STRATA CORPORATION: 485

ADDRESS: 7/141 Cross Road, Westbourne Park SA 5041

DATE: 5 Novemeber, 2025

CONVEYANCING NOTICE

Vendor/s Name_____

Purchaser/s name:_____

Strata Corporation / Community Corporation No_____

Unit/ Lot _____**Settlement Date**_____

Property address_____

Purchaser's contact details

Address_____

_____**Postcode**_____

Mobile_____**Home**_____**Work**_____

Email:_____

Owner Occupied / Rental Unit (Please Circle) If Rental, please complete below

Rental Manager / Agent_____

Address_____

_____ **Postcode**_____

Mobile_____**Office**_____**Email**_____

Purchaser/s Conveyancer:_____

Address_____**Postcode**_____

Phone:_____**Email:**_____

Vendor/s Conveyancer:_____

Address_____**Postcode**_____

Phone: _____**Email:**_____

ANY OUTSTANDING ACCOUNTS MUST BE FINALISED AT SETTLEMENT

Please email strata.admin@adcorpgroup.com.au to order a financial search if needed.

Please complete & return this form to Adcorp Property Group strata.admin@adcorpgroup.com.au

STRATA PLAN NO. 485 INCORPORATED

141 CROSS ROAD WESTBOURNE PARK 5041

HUNDRED of ADELAIDE

Part Section 75

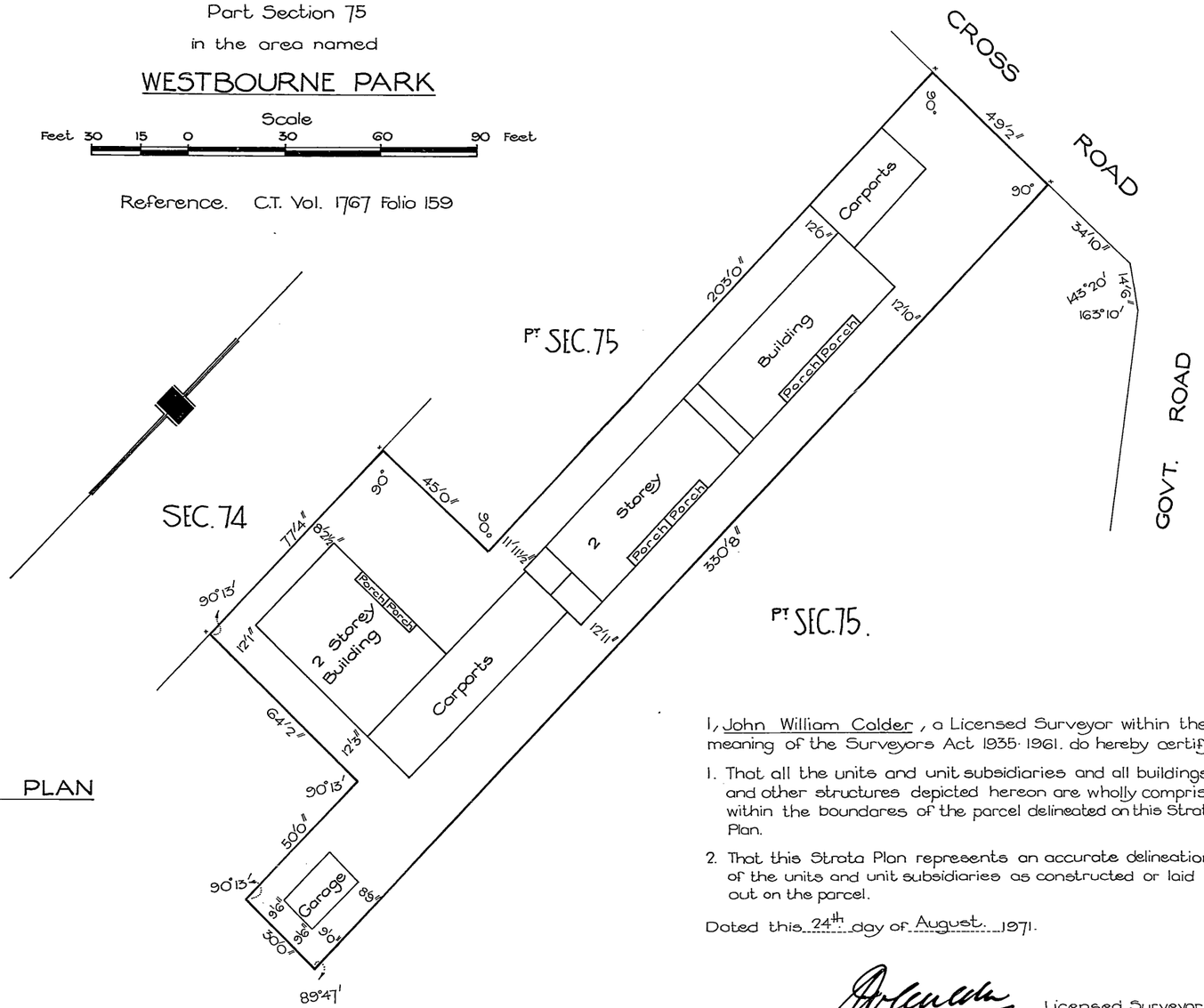
in the area named

WESTBOURNE PARK

Scale

Feet 30 15 0 30 60 90 Feet

Reference. C.T. Vol. 1767 Folio 159



SITE PLAN

I, John William Calder, a Licensed Surveyor within the meaning of the Surveyors Act 1935-1961. do hereby certify

1. That all the units and unit subsidiaries and all buildings and other structures depicted hereon are wholly comprised within the boundaries of the parcel delineated on this Strata Plan.
2. That this Strata Plan represents an accurate delineation of the units and unit subsidiaries as constructed or laid out on the parcel.

Dated this 24th day of August. 1971.

Licensed Surveyor

CALDER, CALDER & ASSOCIATES
Licensed Surveyors
107, Greenhill Road. Unley 5061. Phone 72-1822
KIGO · 33B 102 · R.A.H.

STRATA PLAN

485

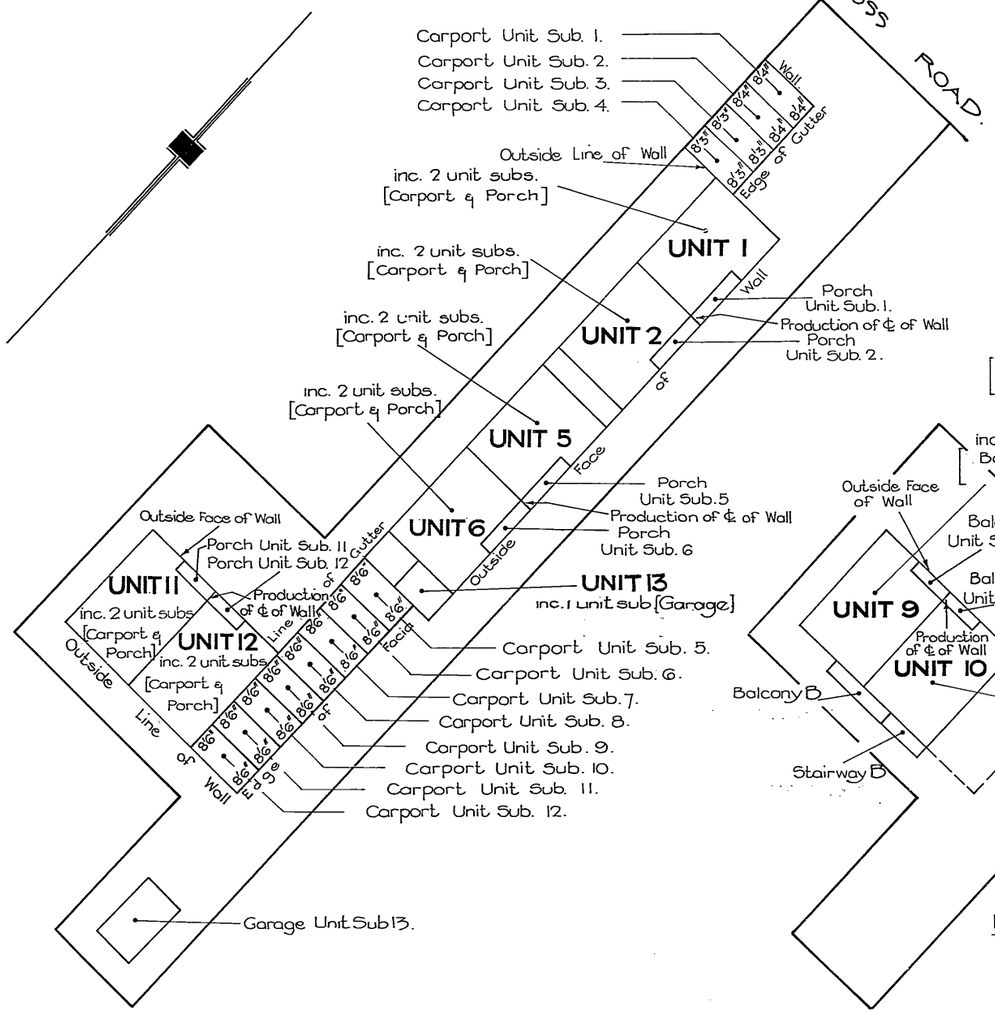
1ST OF 3 SHEETS

ACCEPTED AND DEPOSITED
CHIEF DRAFTSMAN
Pro Registrar-General
24/9/1971

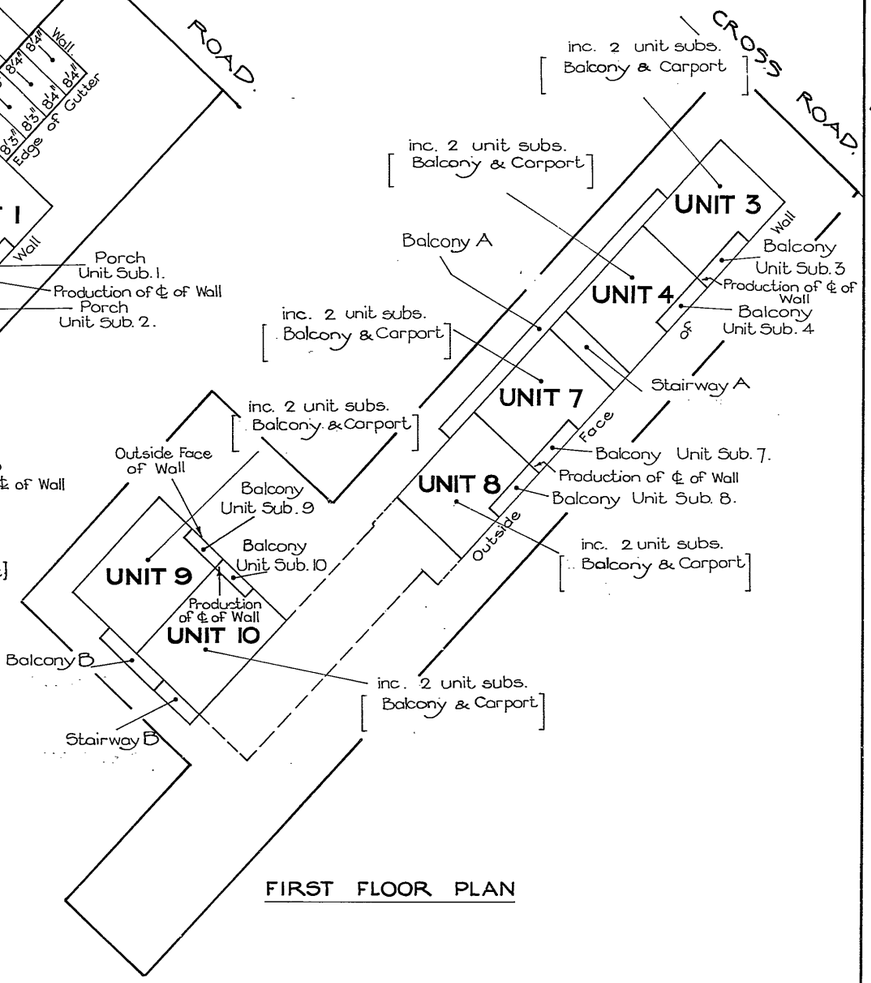
STRATA PLAN 485

2ND OF 3 SHEETS

ACCEPTED AND DEPOSITED
G R Sweetman
CHIEF DRAFTSMAN
Pro Registrar-General
24/9/1971



GROUND FLOOR PLAN



FIRST FLOOR PLAN

Scale
Feet 30 15 0 30 60 90 Feet

1. The unit subsidiaries shown as Porches are limited in height to the respective first floor Balconies.

2. The unit subsidiaries shown as Balconies are limited in height to the underside of the appurtenant existing eaves.

CALDER, CALDER & ASSOCIATES
Licensed Surveyors
107 Greenhill Road · Unley 5061 · Phone 72·1822
K160 · 33B 102 · R.A.H.

SCHEDULE OF UNIT ENTITLEMENT

UNIT Nº	UNIT ENTITLEMENT	CURRENT C's. of T. VOLUME	CURRENT C's. of T. FOLIO	UNIT Nº	UNIT ENTITLEMENT	CURRENT C's. of T. VOLUME	CURRENT C's. of T. FOLIO
1	82						
2	82						
3	82						
4	82						
5	82						
6	82						
7	82						
8	82						
9	84						
10	84						
11	84						
12	84						
13	8						
				AGGREGATE			
AGGREGATE	1000						

Authenticated Vide Application Nº 3241286

R. H. Collins
Registrar General.

REGISTRAR-GENERAL SOUTH AUSTRALIA

STRATA PLAN 485

3RD. of 3 SHEETS

ACCEPTED AND DEPOSITED

CHIEF DRAFTSMAN

Pro Registrar General

24/9/1971